

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2024.

RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AN AGREEMENT WITH UTAH ARTS ALIANCE TO PUT ON AN  
ACTIVATION EVENT AT THE MID-VALLEY PERFORMING ARTS CENTER  
CALLED THE WEST ARTS FEST AND SHARE REVENUES

WHEREAS, Utah Arts Alliance (“UAA”) is a Utah Non-Profit Corporation, and;

WHEREAS, Salt Lake County’s Arts & Culture Division requests Salt Lake County (“County”) contract with UAA in order to present a free-to-the-public Activation Event called the West Side Arts Festival at the County’s Mid-Valley Performing Arts Center, in Taylorsville;

WHEREAS, this Activation Event is designed to highlight the depth of talent of west-side communities through performances, food, and art; celebrate contemporary expressions of diverse cultures and artists representative of the west side; elevate emerging artists and art works through paid opportunities; and showcase Mid-Valley Performing Arts Center as a cultural resource to all County residents, but specifically County residents on the west side of the County, thereby increasing utilization through targeted Community Engagement efforts, and;

WHEREAS, pursuant to Utah Code Ann § 17-50-303(3)(a) A county may appropriate money to or provide nonmonetary assistance to a nonprofit entity, or waive fees required to be paid by a nonprofit entity, if, in the judgment of the county legislative body, the assistance contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents, and;

WHEREAS, although this Activation Event furthers the mission of Salt Lake County Arts & Culture to enrich the lives of all County residents through the arts and benefits Mid-Valley Performing Arts Center through the cultivation of new audiences and potential venue users, and by extension benefits Salt Lake County, there will be monetary and nonmonetary

benefit to UAA.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that entering to the attached contract with UAA contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of County residents.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the agreement between Salt Lake County and UAA. is accepted and approved, and that the Mayor is authorized to execute said lease (as attached hereto as Exhibit "A") and any additional documents necessary to effectuate the above referenced lease.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Laurie Stringham, Chair

ATTEST:

\_\_\_\_\_  
Lannie Chapman  
Salt Lake County Clerk

Reviewed and Advised  
as to Form and Legality

\_\_\_\_\_  
Senior Deputy District Attorney

- Council Member Alvord voting \_\_\_\_\_
- Council Member Bradley voting \_\_\_\_\_
- Council Member Bradshaw voting \_\_\_\_\_
- Council Member Granato voting \_\_\_\_\_
- Council Member Harrison voting \_\_\_\_\_
- Council Member Stewart voting \_\_\_\_\_
- Council Member Stringham voting \_\_\_\_\_
- Council Member Theodore voting \_\_\_\_\_
- Council Member Winder Newton voting \_\_\_\_\_

## EXHIBIT A

**AGREEMENT**  
**between**  
**SALT LAKE COUNTY**  
**and**  
**UTAH ARTS ALLIANCE**

This Agreement is entered into effective \_\_\_\_\_ day of \_\_\_\_\_, 2024, between Salt Lake County, a body corporate and politic of the State of Utah on behalf of its Arts and Culture division (“A&C”) and Utah Arts Alliance, a Utah Non-profit corporation, with its principal place of business at 663 West 100 South, Salt Lake City, UT 84104 (“UAA”). A&C and UAA may be referred to as “the parties.”

**RECITAL**

- A. County issued a Request for Proposals for a Production Partner for the West Side Arts Festival RFP# ART122023 (“RFP”).
- B. Contractor submitted a proposal in response to County’s RFP (“Proposal”).
- C. The Mayor or designee approved the recommendation of the RFP selection committee to enter into an agreement with Contractor.

THEREFORE, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

- 1.1. UAA agrees to act as A&C’s production partner for the West Side Arts Festival as requested in A&C’s RFP, and UAA’s Proposal attached and incorporated into this Agreement as Exhibit A and B, respectively.
- 1.2. The Agreement and the attachments, exhibits, and addenda are complementary, and what is called for by any one of them shall be as binding as if called for by all. Although certain provisions of Exhibit A and B are not expressly set forth in this Agreement, those provisions shall have the same force and effect as though fully set forth unless said provisions conflict, either directly or indirectly, with other provisions stated in this Agreement or in any other Exhibit. In the event of inconsistency between any provision of the Exhibit with the provisions in any other Exhibit or in this Agreement, the provisions that control shall be determined in accordance with the order of precedence set forth in this Agreement.
- 1.3. In collaboration with UAA, allocate and adhere to a maximum Event expense budget of \$30,000; A&C to provide up to two-thirds of actual expenses, as well in-kind venue space, up to two-thirds of the maximum Event expense budget. The UAA agrees to provide up to one-third of actual expenses up to one-third of the maximum Event expense budget.

2. CONSIDERATION

The Parties have obligations to each other as outlined in Exhibit A and B, attached. Event Revenues, (total from all revenue sources) will be split equally (50/50) between the parties.

3. EFFECTIVE DATE/TERM

3.1 This Agreement is effective upon the signature of the last Party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date").

3.2 This Agreement will terminate one-year following the Effective Date ("Term"), unless terminated sooner as provided in this Agreement or unless extended under Section 3.3.

3.3 This Agreement may be renewed for three (3) additional one-year periods under the same terms and conditions. Extensions must be in writing and executed by both parties prior to the end of each Term.

4. INDEPENDENT CONTRACTOR AND TAXES

The relationship of A&C and UAA under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between A&C and UAA of employer and employee, partners, or joint venturers.

The parties agree that UAA's obligations under this Agreement are solely to the A&C. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

5. AGENCY

No agent, employee, or servant of UAA or A&C is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. UAA and A&C shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. UAA and A&C shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that UAA is an independent contractor.

6. COUNTY REPRESENTATIVE

A&C hereby appoints Matt Castillo as A&C Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by UAA under this Agreement.

7. CONTRACTOR REPRESENTATIVE

UAA hereby appoints Derek Dyer as UAA's representative in its performance of this Agreement. UAA Representative shall have the responsibility of working with the A&C to coordinate the performance of its obligations under this Agreement.

8. STANDARD OF PERFORMANCE/PROFESSIONALISM

UAA acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. UAA agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, UAA, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the A&C. UAA further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

9. INDEMNIFICATION

The UAA agrees to hold harmless and indemnify the A&C, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including the UAA, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, the UAA's breach of this agreement or any acts or omissions of or by the UAA, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this agreement. The UAA agrees that its duty to indemnify the A&C under this agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the A&C for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the A&C.

The Parties will require every Event performer participating in a high-risk performance, as deemed by the County Risk Manager, at the Event to execute the release attached hereto as Exhibit C. The Parties will require every vendor at the Event to execute the release attached hereto as Exhibit D.

10. GOVERNMENTAL IMMUNITY

A&C is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (as in effect at any given time). The parties agree that A&C shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

11. NON-FUNDING CLAUSE.

A&C intends to request the appropriation of funds to be paid for the services provided by A&C under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the A&C's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the A&C as to

succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of UAA, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by A&C under this Agreement, A&C shall promptly notify UAA of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

## 12. INSURANCE

12.1 A&C represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2011).

12.2 UAA shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

### GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the A&C.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(i) Currently rated A- or better by A.M. Best Company;

—OR—

(ii) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as in effect at any given time.

C. UAA shall furnish certificates of insurance, acceptable to the A&C, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, UAA shall require its subcontractor, at no cost to the A&C, to secure and maintain all minimum insurance coverages required of the UAA hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, UAA shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the A&C, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the A&C.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to the A&C in a manner approved by the A&C District Attorney.

G. In the event UAA fails to maintain and keep in force any insurance policies as required herein, A&C shall have the right at its sole discretion to obtain such coverage and reduce payments to UAA for the costs of said insurance.

**REQUIRED INSURANCE POLICIES.**

UAA agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, UAA shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with the A&C as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the A&C, UAA, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from UAA's operations under this Agreement, whether performed by UAA itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the A&C as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

**—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—**

C. The UAA shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the UAA agrees not to operate a vehicle in connection with services rendered under this Agreement, the A&C shall not require the UAA to provide commercial automobile liability insurance.

**13. NO OFFICER OR EMPLOYEE INTEREST**

It is understood and agreed that no officer or employee of the A&C has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of UAA or any member of their families shall serve on any A&C board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises UAA's operations, or authorizes funding or payments to UAA.

**14. ETHICAL STANDARDS**

UAA represents that it has not: (a) provided an illegal gift to any A&C officer or employee, or former A&C officer or employee, or to any relative or business entity of a A&C



officer or employee, or relative or business entity of a former A&C officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (as in effect at any given time); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any A&C officer or employee or former A&C officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

15. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to A&C candidates. Salt Lake County Code of Ordinances § 2.72A (as in effect at any given time). UAA acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that is engaged in any contract with the A&C on the date of the contribution or has contracted with the A&C at any time during a one-year period prior to the date of the contribution is prohibited from making campaign contributions in excess of \$100 to A&C candidates during the term of the contract and during a single election cycle as defined in the ordinance. UAA further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

16. PUBLIC FUNDS AND PUBLIC MONIES

16.1 Definitions: “Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in UAA’s possession.

16.2 UAA’s Obligation: UAA, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to Salt Lake County. UAA understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402 (as in effect at any given time), for misuse of public funds or monies. UAA expressly understands that A&C may monitor the expenditure of public funds by UAA. UAA expressly understands that A&C may withhold funds or require repayment of funds from UAA for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

17. AFFIDAVITS

Upon the execution of this Agreement and if requested by the A&C, UAA shall submit a sworn affidavit from each officer, employee, or agent of UAA who has been in contact or communicated with any officer, agent, or employee of A&C during the past calendar year

concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the A&C, or in violation of applicable law.”

## 18. TERMINATION

18.1 Termination for Default. A&C may terminate this Agreement for an “Event of Default” as defined, upon written notice from A&C to UAA.

18.2 Termination by UAA for Default. UAA may terminate this Agreement for an Event of Default upon written notice from UAA to A&C.

18.3 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, UAA or A&C shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

18.6 Termination for Convenience. This Agreement may be terminated by A&C for any reason or for no reason, upon not less than 30 days’ prior written notice to the UAA delivered in accordance with Section 29 stating A&C’s intention to terminate this Agreement. Upon such termination, UAA shall be paid for all services up to the date of termination. UAA agrees that the A&C’s termination for convenience will not be deemed a termination for default nor will it entitle UAA to any rights or remedies provided by law or this Agreement for breach of contract by the A&C or any other claim or cause of action.

## 19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. UAA certifies it is in compliance with Utah Code Ann. 63G-27-201 (2021) and will remain in compliance for the duration of this Agreement. Any violation by UAA of applicable law shall constitute an Event of Default under this Agreement and UAA shall be liable for and hold the A&C harmless and indemnify the A&C pursuant to the terms of paragraph 9 above. UAA is responsible, at its

expense, to acquire, maintain, and renew during the term of this Agreement all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

20. NON-DISCRIMINATION

UAA and any agent of UAA agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person, or any other person qualified to perform the services required under this Agreement.

21. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (“URS”)

A&C is a URS “participating employer.” Entering into an agreement with A&C may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code Title 49 Chapter 11 (as in effect at any given time). In addition, UAA is required to immediately notify A&C if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. UAA shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

22. LABOR REGULATIONS AND REQUIREMENTS

UAA agrees to comply with all federal, state, and local labor laws. UAA shall indemnify and hold A&C harmless against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by UAA, its agents or employees.

23. EMPLOYEE STATUS VERIFICATION SYSTEM

If this Agreement was the result of a Request for Proposals by A&C, UAA shall register and participate in the Status Verification System before entering into a contract with the county as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. UAA is individually responsible for verifying the employment status of only new employees who work under UAA’s supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that UAA or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The contractor shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. UAA’s failure to so comply may result in the immediate termination of its contract with the A&C.

24. CONFIDENTIALITY

UAA shall hold all information provided to it by A&C for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release

any of said information to any third party, any member of UAA's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of A&C. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by UAA in performance of this Agreement shall also be held confidential by UAA. A&C shall have the sole obligation or privilege of releasing such information as required by law.

25. RESERVED

26. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

UAA acknowledges that A&C is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, A&C is required to disclose certain information and materials to the public, upon request. UAA agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the A&C Representative for response by A&C.

Generally, any document submitted to A&C is considered a "public record" under GRAMA. Any person who provides to the A&C a record that the person believes should be protected under U.C.A §§ 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

27. ASSIGNMENT

UAA shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of A&C. A&C reserves the right to assert any claim or defense it may have against UAA and against any assignee or successor-in-interest of UAA.

28. SUBCONTRACTING

UAA agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of A&C.

29. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Salt Lake County Arts & Culture Division  
Attn: Division Director  
50 West 200 South  
Salt Lake City, Utah 84101

CONTRACTOR: Derek Dyer  
Utah Arts Alliance  
663 West 100 South  
Salt Lake City, UT 84104

30. TIME

The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by A&C of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

31. ENTIRE AGREEMENT

A&C and UAA acknowledge and agree that this Agreement constitutes the entire integrated understanding between A&C and UAA, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

32. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

33. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

34. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Salt Lake County's Request for Proposals (Exhibit A); and
- C. Contractor's Proposal in response to County's Request for Proposals (Exhibit B).

A&C and UAA agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited, or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

35. PAYMENT CARD DATA

If, under this Agreement, UAA processes payment card transactions on behalf of A&C, UAA agrees to comply with the Payment Card Industry's Data Security Standard and Countywide Policy 1400-7 - Payment Card Industry Data Security Standard.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

Salt Lake County

Utah Arts Alliance

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the UAA by authority of law and that this Agreement is binding upon the UAA. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

Reviewed and Advised as to Form and Legality:

\_\_\_\_\_  
Deputy District Attorney  
Salt Lake County

## EXHIBIT A

**Production Partner for West Side Arts Festival  
RFP# ART122023**

**EXPEDITED REQUEST FOR PROPOSALS**

**I. PURPOSE**

Salt Lake County, on behalf of Salt Lake County Arts & Culture is soliciting proposals for a partnering organization to collaboratively produce a west-side arts festival at the Mid-Valley Performing Arts Center focusing on celebrating Salt Lake County west-side artists and communities, with an emphasis on new and emerging artists and contemporary expressions of cultural art forms.

Within this collaboration, Salt Lake County Arts & Culture and the selected proposer will engage together in all aspects of planning, coordination, and implementation of the festival. Competitive proposals will demonstrate adequate staffing with qualified, professional event and production expertise; internal organizational resources, external community and artist relationships, and institutional knowledge to support the festival creation; a demonstrated history of working with west-side communities; and the capacity to equitably divide expenditures and revenue from the festival as described in in the scope of work (See Part V. Minimum Requirements below).

**II. TERM OF AGREEMENT**

The contract resulting from this solicitation will become effective on the date of execution for a one (1) year period. The contract may be renewed annually for up to three (3) additional years.

**III. SCOPE OF WORK**

The west-side arts festival is a collaborative event to be held at Mid-Valley Performing Arts Center in Taylorsville. The purpose of the festival is to celebrate artists and communities representative of the west-side of Salt Lake County, to elevate emerging artists and art forms, and to highlight contemporary expressions of diverse cultures. The festival activities should include but may not be limited to a broad menu of diverse performances, an artisan market, food trucks, children's activities, and engagement opportunities for guests of all ages. Admission to the event will be free and the festival will be open to the public. Salt Lake County Arts & Culture intends to see the festival become an annual event that continues to grow in future years, which increasingly represents and draws in more west-side Salt Lake County communities.

Arts & Culture is seeking a strategic, collaborative partner that can provide planning, financial, staffing, and festival expertise support to build the overall capacity and impact of the program. The following list reflects a proposed list of tasks and responsibilities Arts & Culture is seeking to be carried out by the successful respondent. Arts & Culture welcomes respondents to propose an alternative delineation of tasks and responsibilities based on the respondent's core competencies and skills.

If a Proposer is selected who proposes a delineation of duties different from that outlined below, Arts & Culture will work directly with the awarded Proposer to negotiate



final split of duties to be included in the final contract.

**SPONSORSHIP:** Proposer will be the primary entity to pursue fiscal support of the festival through sponsorships, including all development planning, communication, and management, and will determine and coordinate all sponsorship benefits with Arts & Culture prior to seeking sponsorship sales.

**ARTIST & VENDOR SELECTION:** In collaboration with Arts & Culture, Proposer will conceptualize, implement, and manage an artist and vendor application process, including application tools, management of selection committees, creation of review materials, facilitation of review process, and finalization of artist and vendor selection with support from Arts & Culture (as needed).

**EVENT STAFFING:** Proposer will provide staff support for planning, coordination, and implementation of the festival, including pre-event planning and coordination of festival elements, artists, and vendors; artist market management; event day support of set-up; event day support of festival elements; event day festival coordination; post-event take-down and clean-up; and post-event financial reconciliation and program evaluation.

**EVENT MARKETING:** Proposer will utilize their marketing and communications resources to promote artist and vendor calls as well as the event itself, and will collaborate with Arts & Culture to identify and implement additional advertising strategies.

**VENDOR COORDINATION:** Proposer will manage artist market vendor contracting, booth payments, communication, and coordination before, during, and after event day, with support from Arts & Culture as needed.

**ARTIST COORDINATION:** Proposer will provide artist communication support to Arts & Culture as requested, including event requirements, artist updates prior to festival, festival technical needs, venue access info, etc. Proposer may also be asked to take on primary coordination duties of artists in one area of the festival (e.g. outdoor stage, outdoor buskers, etc), to be finalized in festival planning process.

**PRODUCTION STAFF COORDINATION:** Proposer will assist Arts & Culture in the identification, selection, and coordination of appropriate technical staff (e.g. stage managers, lighting technician, sound technician, and licensed riggers).

**SECURITY:** Proposer will oversee meeting the need for on-site event security in accordance with requirements for the festival, which may include security of outdoor exhibits overnight, including scheduling and payment for services.

**CHILDREN'S SPACE:** Proposer will select and coordinate Children's Space activities, including planning, communication, event day set-up and management, and payment for services.

**OUTDOOR STAGE:** Proposer will plan, coordinate, and implement production elements of outside plaza stage, which may include providing riser/stage, sound, lighting, as well as any other additional production needs, and will coordinate and confirm set-up with Arts & Culture venue staff.

**FOOD TRUCKS:** Proposer will oversee the selection and coordination of event day food trucks, the number of which will be determined during the planning process.

**ALCOHOL SALES:** Mid-Valley Performing Arts Center Concessionaire will have first right of refusal for alcohol sales at the festival. If the venue concessionaire declines, Proposer will be responsible for providing alcohol sales at the festival, including event permitting, staffing, securing of product, equipment, required fencing/barriers, etc.

Salt Lake County Arts & Culture will provide up to \$20,000 toward expenses, as well as the use of the Mid-Valley Performing Arts Center and related venue services; staff support for all pre-event planning and coordination, technical/production oversight and orientation, event day coordination and support, venue operations (cleaning, venue maintenance), and post-event clean up; production staff training and coordination; event graphic design; primary coordination of and contracting and payment for festival artists; venue concessionaire coordination; event marketing; and fabrication of event signage and collateral.

#### **IV. BUDGET & COSTS**

Total anticipated expense budget for the Event is \$30,000. The Proposer will provide at least \$10,000 in direct funding toward festival expenses (not to Salt Lake County) in addition to in-kind support and will help to ensure through planning and coordination that total direct festival costs do not exceed \$30,000. The specific expenses included in the Proposer's portion of the budget will be determined during the collaborative planning process with Arts & Culture and may include items such as artist and vendor application platforms, event security, fencing, marketing, technical labor, staging and equipment, booth equipment, volunteer and staff hospitality items, etc.

At least 50% of net revenues generated for the partners through the event such as booth fees, sponsorships, alcohol sales/commission, and any food truck revenues will be paid out to Salt Lake County Arts & Culture. Items sold on-site not through the Event partners such as artist market items and non-alcoholic concessions will not be included in revenue split unless otherwise stated.

The Proposer may provide an alternative, fair, budget structure per its business model by recommending a different option than the one outlined above. If a Proposer is selected who proposes a budget structure different from that outlined above, Arts & Culture will work directly with the awarded Proposer to negotiate budget structure to be included in the final contract.

Additionally, Arts & Culture acknowledges that program structure may evolve, and program costs may escalate year-to-year. As such, to ensure the budget structure remains beneficial to both parties, if the contract is renewed for additional years, the Proposer or Arts & Culture may at the time of extension provide justification to assess the budget structure, which may include the terms of the cost share, and negotiate in good faith to address necessary budget structure adjustments and any increased costs for that year. The County may reject or accept budget structure adjustments at its sole discretion. Any budget structure adjustments to the contract must be approved by the County as a written amendment to the resulting agreement.

**V. MINIMUM QUALIFICATIONS REQUIRED**

The following minimum qualifications must be demonstrated in the written proposal response.

- Proposer must have prior experience coordinating and implementing successful festivals.
- Proposer must have demonstrable connections with westside artists and communities.
- Proposer must have prior experience successfully applying for and implementing event alcohol permits, including managing event alcohol sales.
- Proposer must have prior experience producing artistic performances (may include music, theatre, etc.)

**VI. PROPOSAL SUBMISSION REQUIREMENTS and EVALUATION CRITERIA**

All proposals submitted for evaluation must include the following information.

**Proposer Qualifications (25%)** – Proposer will provide a brief description of their organization, a scope of their work highlighting efforts applicable to the arts community and community-based events, and a description of their organizational capacity for projects of this nature. Competitive proposals will demonstrate a strong capacity to plan and implement festival-style community events, a history of working collaboratively on projects or events with other organizations, existing relationships with west-side artists and communities, and a strong identity within the local arts and cultural community.

**Relevant Experience (30%)** – Proposer will provide relevant experience from three projects in similar scope and size, including name and location of event/program, description event, description of the programmatic elements Proposer provided, date(s) of event/program, any related partnerships or collaborations, the metrics used for determining the success of the event and if they were met, and any other pertinent information regarding experience. Competitive proposals will demonstrate experience with putting on festival-style community events, event production and promotion, working collaboratively with partners, utilizing of metrics to evaluate program success, and any other prior experience providing similar services as described within the scope of work.

**Project Team (20%)** – Proposer will provide a detailed description of staff positions that will be directly involved with the festival effort, and where possible provide details about any specific individuals that will be taking high-level leadership positions in the process. Competitive proposals will demonstrate staff capacity to support both the planning and event-day implementation of the festival, experienced staff knowledge of projects of this nature, and strong working relationships within their staff.

**Event Plan (15%)** – Proposer will provide a detailed explanation of their approach for successfully fulfilling the event duties and areas of oversight as described in the scope of work for each phase of the event (Pre-event planning and coordination; Event Day Implementation and Coordination; Post-event evaluation and analysis). This should include available organizational resources, related community connections or relationships, and the metrics that should be tracked for analysis of event success. Competitive proposals will have a clear plan for addressing each area of oversight, as well as resources and plans for cultivating artists for the festival and may also demonstrate additional resources or ideas for the event outside of what has been outlined in the scope of work that the Proposer would see added, improved, or expanded upon.

**Budget Plan (10%)** – Proposer will provide detailed information regarding the monetary resources they are able to commit to the project (minimum \$10,000 each year the festival takes place), proposed split of shared revenues (at least 50/50) as well as their capacity and plan for festival sponsorship. Competitive proposals will demonstrate a cogent plan with a timeline and necessary resources for cultivating festival sponsors, and necessary monetary resources.

## **VII. SUBMISSION OF PROPOSALS**

Proposals are to be submitted via email to Jason Yocom at [jyocom@slco.org](mailto:jyocom@slco.org) by **2:00PM January 9, 2023**. No responses will be accepted after that date and time.

Questions may be submitted through U3P or emailed directly to Jason Yocom at [jyocom@slco.org](mailto:jyocom@slco.org). Questions are due prior to 5:00PM, January 4. **Do NOT contact the Agency, Division, Department, or other County officers or employees.** If a question/answer changes the RFP document, the change will be released in an addendum to the RFP.

## **VIII. NOTICE TO PROPOSERS**

### **A. Scoring Proposals**

The proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee Members individually score the proposals and rank them 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc. according to their total score.

B. Costs

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the Proposer. All proposals become the property of Salt Lake County. Salt Lake County reserves the right to stop the selection process at any time if it is in the best interest of the County. Salt Lake County also reserves the right to reject any or all proposals submitted.

C. Written Agreement Required

The selected Proposer must agree to all requirements in the RFP scope of work unless an exemption is stated in the proposal. The selected Proposer must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Example RFP Agreement attached to this RFP. **IF YOU WISH TO ALTER THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA AND/OR ANY OF THE TERMS OF THE EXAMPLE AGREEMENT, THE EXCEPTION MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED. PROPOSER UNDERSTANDS THAT DEVIATIONS FROM THE AGREEMENT ARE MADE AT THE COUNTY'S DISCRETION.** Proposers are advised that County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer's sole risk.

D. Government Records Access and Management Act (GRAMA):

County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal all of the following: (1) a written claim of business confidentiality, (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the proposal with the information requested to be protected redacted. **Failure to comply with any of the three requirements for a claim of business confidentiality waives the request for protected record.** Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFP as **Attachment B**. **All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**

E. Copyrighted Material Waiver:

In the event that the proposal contains copyrighted or trademarked materials, by

submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

F. Restrictions On Communications

From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Procurement Officer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

G. RFP Cancellation

This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

H. Firm Pricing

All prices, quotes, or proposals are to remain firm for 60 days after the closing date, unless a different period is stated in County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

I. Receiving Proposals

Contracts and Procurement will administer receipt and opening of all proposals. After the closing time, only the identity of each Proposer will be made public.

J. Protests

Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on Bid Sync. A protestor may file only one (1) protest after the RFP closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

K. Free and Competitive Selection

Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

L. Environmentally Responsible Procurement Practices

County has implemented environmentally responsible procurement practices.

M. Debrief Meetings

Debrief meetings with the selection committee members will not be allowed, however, a Proposer may discuss the RFP process with the Procurement Officer at any time.

## EXHIBIT B



**Proposal for Production Partner for West Side Arts Festival**

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**From Utah Arts Alliance**

-

**To Salt Lake County Arts and Culture**



Proposal From Utah Arts Alliance to Salt Lake County Arts and Culture  
Production Partner for West Side Arts Festival

01/05/2024

Derek Dyer  
Executive Director  
Utah Arts Alliance  
663 West 100 South SLC, Utah, 84104  
derek@utaharts.org  
801-651-3937

Salt Lake County Arts and Culture  
50 West 200 South  
SLC, Utah, 84101

Subject: Proposal for Production Partner for West Side Arts Festival from the Utah Arts Alliance.

Dear Salt Lake County Arts and Culture,

We are writing on behalf of the Utah Arts Alliance to express our enthusiasm for the opportunity to continue our collaborative efforts with Salt Lake County Arts and Culture in organizing and executing vibrant community-based events. Our proposal aims to showcase the Utah Arts Alliance's qualifications, organizational capacity, and commitment to fostering a dynamic arts community within Salt Lake County.

1. Proposer Qualifications:

1.1 Brief Description of Utah Arts Alliance:

The Utah Arts Alliance (UAA) is a dynamic non-profit organization dedicated to fostering the arts, promoting and supporting local artists, enriching the cultural landscape of Utah and enhancing the arts throughout Salt Lake County and the state of Utah. Established in 2003 the UAA has become a cornerstone of the local cultural scene, fostering creativity, inclusivity, and community engagement. The organization operates six unique cultural facilities and venues, hosts a variety of festivals and events of all sizes, and runs numerous programs to support and showcase the rich artistic talent within the region. The UAA engages with over 350,000

individuals a year and supports over 2000 artists through our various Events, Venues, and Programs.

1.2 Scope of Work and Community-Based Events: Our scope of work encompasses the planning and implementation of festival-style community events, bringing together diverse artistic expressions and engaging local communities. For over 14 years our Urban Arts Festival has celebrated various art forms, including visual arts, music, and performance, creating a platform for both emerging and established artists. Our Illuminate Festival showcases innovative light art and technology, pushing the boundaries of traditional artistic mediums. The Wild Wild West Side Arts Festival, was created in collaboration with Salt Lake County Arts and Culture, and specifically focuses on the west-side artists and communities, fostering a sense of pride and unity.

1.3 Organizational Capacity: For over 20 years the Utah Arts Alliance has demonstrated a strong organizational capacity to execute projects of this nature. Our experienced team possesses the skills necessary to plan, coordinate, and execute large-scale events, ensuring a seamless and enjoyable experience for attendees. Our track record includes over two decades of successful management of some of the largest art festivals in the state as well as many smaller events, where attendance and community engagement exceeded expectations.

1.4 Collaborative History and Relationships: We take pride in our history of working collaboratively with various organizations to enhance the cultural fabric of Salt Lake County.

The UAA is committed to inclusivity and actively seeks partnerships that reflect the diversity of the community. By working with organizations that represent different perspectives and backgrounds, the UAA ensures that its programming and events are reflective of the varied voices within the local arts scene.

Utah Arts Alliance's collaborative history and community relationships underscore its commitment to building bridges, fostering inclusivity, and creating a thriving arts community. These partnerships have not only enriched the cultural landscape of Utah but have also established the UAA as a trusted collaborator and advocate for the arts in the region. The organization looks forward to continuing and expanding these collaborative efforts to further elevate the artistic experience for all.

Ongoing Partnerships:

The UAA understands the significance of sustained partnerships in building a robust arts community. Key ongoing partnerships include:

- Educational Institutions: The UAA collaborates with local schools and universities to provide educational workshops, mentorship programs, and internship opportunities. These partnerships aim to inspire and nurture the next generation of artists.
- Local Businesses and Venues: Collaborations with local businesses and venues, have

created unique opportunities for artists to showcase their work and for the community to experience art in unconventional settings.

- Civic and Cultural Organizations: The UAA actively collaborates with civic and cultural organizations to contribute to the cultural fabric of the region. These collaborations extend beyond events to include advocacy for the arts and cultural policies that support the creative community.

Our collaboration on the Wild Wild West Side Arts Festival in 2023 is a testament to our ability to work seamlessly with Salt Lake County Arts and Culture. We value partnerships and believe that collaborative efforts amplify the impact of cultural events.

1.5 Local Arts and Cultural Community Identity: The Utah Arts Alliance has a strong identity within the local arts and cultural community. Our longstanding presence, coupled with our commitment to diversity and inclusion, has allowed us to build lasting relationships with west-side artists and communities. We understand the unique needs and aspirations of these communities and are dedicated to representing and empowering them through our events.

Utah Arts Alliance is well-equipped to continue fostering a vibrant arts community in collaboration with Salt Lake County Arts and Culture. Our proposal reflects our qualifications, organizational capacity, collaborative history, and strong identity within the local arts and cultural community. We look forward to the opportunity to contribute to the cultural richness of Salt Lake County through innovative and inclusive community-based events.

## **Relevant Experience:**

### *1. Urban Arts Festival:*

- Event/Program Name: Urban Arts Festival
- Location: Downtown Salt Lake City, UT
- Dates: Annual event, most recently held on Sept 7-8 2023
- Description of Event: The Urban Arts Festival started in 2010 and is a flagship event that transforms the heart of downtown Salt Lake City into a vibrant celebration of diverse artistic expressions. This two-day festival features visual arts, live music performances, interactive installations, and many engaging offerings, attracting over 600 artists and over 30,000 attendees from across the region.
- Programmatic Elements:
  - Juried Skatedeck Art Exhibition: Showcasing a curated selection of over 100 visual artworks from local artists using skatedecks as a base.

- Live Performances: Live music and dance performances spanning various genres.
- Live Painting Art Installations: Engaging installations of live mural and street art being created at the event with some that encourage audience participation.
- Artisan Marketplace: A curated artist market featuring local crafts and handmade goods.
- Partnerships/Collaborations:
  - Collaborations include Vestar / The Gateway, Discovery Gateway, Clark Planetarium, Flankers, and other local art institutions to curate exhibition spaces.
  - Partnerships with local businesses for sponsorships and promotional support including Visit Salt Lake, Downtown Alliance, Dominion Energy etc.
  - Collaboration with the City of Salt Lake for logistics and permitting.
- Evaluation Metrics:
  - Attendance figures.
  - Artist and vendor satisfaction surveys.
  - Economic impact on local businesses.
  - Social media engagement and reach.
  - Press coverage and media impressions.
- Success Metrics:
  - Exceeded attendance targets.
  - Positive feedback from artists and vendors, leading to increased participation in subsequent years.
  - Recognized as a signature event contributing significantly to the local economy.
  - Social media engagement increased, with a notable expansion of the festival's reach.

## *2. Illuminate - Light Art and Creative Tech Fest:*

- Event/Program Name: Illuminate - Light Art and Creative Tech Fest
- Location: Various locations in Salt Lake City, UT
- Dates: Annual event, most recently held on November 3-4, 10-11, 2023.
- Description of Event: Illuminate is cutting edge festival that explores the intersection of light art and technology, transforming public spaces into immersive and dynamic environments. The festival features large-scale light installations, interactive exhibits, and performances that push the boundaries of traditional artistic mediums.
- Programmatic Elements:
  - Light Art Installations: Showcasing cutting-edge light art by local and international artists.
  - Creative Tech Exhibits: Featuring innovative applications of technology in the arts.
  - Nighttime Performances: Live performances incorporating light, sound, and technology.
  - Projection Mapping: Transformative visual experiences on iconic city landmarks.
- Partnerships/Collaborations:
  - Collaboration with local technology companies for sponsorships and expertise.

- Partnership with the city's cultural affairs office for permits and logistical support.
- Collaborations with educational institutions for workshops on creative technology.
- Evaluation Metrics:
  - Attendance and engagement at specific installations and exhibits.
  - Surveys gauging audience satisfaction and understanding of light art and creative tech.
  - Media coverage and social media impressions.
  - Collaboration with local businesses to track economic impact.
- Success Metrics:
  - Increased attendance compared to the previous year.
  - Positive feedback from attendees and artists, indicating a deeper understanding of creative technology.
  - Media coverage in national publications, expanding the festival's visibility.
  - Collaboration with local businesses resulted in extended partnerships for future events.

### 3. *Wild Wild Westside Art Festival:*

- Event/Program Name: Wild Wild West Side Art Festival
- Location: Mid-Valley Performing Arts Center, Taylorsville UT
- Dates: Inaugural event held on August 11-12 2023
- Description of Event: Created in collaboration with Salt Lake County Arts and Culture, the Wild Wild West Side Art Festival focuses on celebrating the unique cultural heritage of the west-side communities. The event showcases a diverse range of artistic mediums, performances, and interactive experiences, promoting local artists and fostering community pride.
- Programmatic Elements:
  - Live Performances: Showcasing local musicians, dancers, and cultural performances.
  - Interactive Workshops: Engaging activities encouraging direct participation in the arts.
  - Local Artisan Marketplace: Featuring handmade goods and crafts from west-side artists.
- Partnerships/Collaborations:
  - Collaboration with Salt Lake County Arts and Culture on creation, administration, and programming event and outreach.
  - Partnerships with west-side residents, artists, and businesses.
  - Involvement of several community groups in art installations and performances.
- Evaluation Metrics:
  - Attendance figures, with a focus on engaging west-side residents.
  - Surveys measuring community satisfaction and perception of the festival's impact.
  - Social media analytics capturing community engagement.
- Success Metrics:
  - Positive feedback from residents, indicating a sense of community pride and



- increased connection to the arts.
- Economic impact on west-side businesses.
- Increased visibility and recognition of west-side artists.
- Enhanced community partnerships for future events, demonstrating sustained impact.

These three projects showcase the Utah Arts Alliance's extensive experience in organizing festival-style community events, our proficiency in event production and promotion, and our successful collaborations with various partners. The utilization of metrics for evaluation reflects a commitment to ensuring the success and continued improvement of each program. This collective experience positions the Utah Arts Alliance as a reliable and innovative contributor to the cultural vibrancy of Salt Lake County.

## **Events Team**

The Utah Arts Alliance Events Team will comprise of;

**Events Manager:** Responsibilities include [overseeing the execution of the event and delegating necessary tasks to other staff members. This person will report directly to the Executive Director and the County Event Representative on the ongoing progress during recurring meetings between the County and UAA.

**Marketplace Coordinator:** Responsibilities include completing artist vendor applications, working with marketing to release to the public, and assisting in the day of marketplace set up. This person will be the sole point of contact for the artist vendors and will assist in any questions or application assistance needed. They will coordinate a jury in collaboration with the County once applications are due and oversee the jury process to completion. This person will report directly to the Event Manager.

### **Entertainment Manager:**

Responsibilities include completing performer applications, working with marketing to release to the public, and assisting in day of stage management. They will coordinate a jury in collaboration with the County once applications are due and oversee the jury process to completion. This person will report directly to the Event Manager.

### **Marketing Manager:**

Responsibilities include collaborating with the County in creating a strategic marketing plan. They will assist in creating cohesive PR materials as well as creating a social media strategy. This person will report directly to the Event Manager.

### **Development Manager:**

Responsibilities include creating and executing comprehensive strategic plans, managing financial resources effectively, and fostering strong partnerships with stakeholders. businesses, organizations and potential sponsors.

### **Volunteer Coordinator:**

Responsibilities include recruiting, training, and managing volunteers, matching their skills with organizational needs. The Coordinator also fosters a positive and engaging volunteer experience, facilitating effective communication, and ensuring that volunteers feel valued and appreciated.

### **Event Plan:**

#### *1. Pre-event Planning and Coordination:*

- **Overview:**
  - The Utah Arts Alliance (UAA) recognizes that thorough pre-event planning is crucial for the success of any community event. Our approach involves a meticulous planning process that leverages our organizational resources and community connections to ensure a seamless and engaging experience for attendees.
- **Areas of Oversight:**
  - **Community Engagement:**
    - Utilize the UAA's established community connections to engage with west-side residents, local businesses, and community organizations.
    - Conduct outreach programs to involve the community in the planning process.
  - **Artist Recruitment and Cultivation:**
    - Tap into the UAA's existing network of artists and creative professionals, including those from the west side.
    - Implement targeted outreach and workshops to cultivate and showcase local west-side talent.
  - **Sponsorship and Funding:**
    - Draw upon the UAA's history of successful partnerships with sponsors and businesses for financial support.
    - Develop customized sponsorship packages to attract local businesses and stakeholders.
- **Metrics for Analysis:**
  - Creating community engagement outreach opportunities.
  - Level of artist participation.
  - Sponsorship commitments and financial support obtained.

#### *2. Event Day Implementation and Coordination:*

- **Overview:**
  - Event day implementation is a critical phase where the UAA leverages its



experience and organizational resources to execute a well-planned and exciting festival. Our approach involves meticulous coordination, onsite management, and a commitment to providing a safe and enjoyable experience for all attendees.

- **Areas of Oversight:**
  - **Venue Setup and Logistics:**
    - Utilize the UAA's and SLCO Arts and Cultures experienced event production team to manage venue setup and logistics.
    - Coordinate with local vendors and businesses for efficient event execution.
  - **Programming and Artist Management:**
    - Leverage the UAA's relationships with artists to ensure seamless performances and programming.
    - Implement a well-defined schedule with designated performance and exhibition spaces.
  - **Community Engagement Activities:**
    - Implement interactive activities that engage attendees and foster a sense of community.
  - **Safety and Security:**
    - Employ trained security personnel and collaborate with local law enforcement for crowd management.
    - Implement safety measures, including first aid stations and emergency response plans.
- **Metrics for Analysis:**
  - Attendance figures and demographic data.
  - Artist and attendee feedback through onsite surveys.
  - Incident reports and security-related data.
  - Social media metrics capturing real-time engagement.

### *3. Post-event Evaluation and Analysis:*

- **Overview:**
  - The post-event phase is integral to the UAA's commitment to continuous improvement. We employ a comprehensive analysis of event outcomes, leveraging both quantitative and qualitative data to assess the success of the festival and identify areas for enhancement.
- **Areas of Oversight:**
  - **Evaluation Metrics:**
    - Analyze attendance data and demographic information to understand audience reach.
    - Review artist and attendee feedback to gauge satisfaction and areas for improvement.
    - Assess financial data, including sponsorship returns and economic impact on local businesses.
    - Examine media coverage and social media analytics for visibility and community engagement.
- **Feedback and Recommendations:**

- Host post-event debriefing sessions involving key stakeholders, partners, and community representatives.
- Implement a feedback loop to gather suggestions for improvements from artists, attendees, and sponsors.
- Utilize the insights gained to refine future event planning and community engagement strategies.

In summary, the Utah Arts Alliance's event plan is comprehensive, leveraging our experience, organizational resources, and community connections to ensure success in each phase of the festival. Our commitment to ongoing improvement is reflected in our thorough post-event evaluation, allowing us to adapt and enhance our approach based on feedback and changing community dynamics. Additionally, our plan addresses the specific cultivation of west-side artists and outlines strategies for expanding the event's impact beyond the outlined scope of work.

## **Budget Plan**

### *1. Monetary Resources Commitment:*

- The Utah Arts Alliance (UAA) is committed to dedicating \$10,000 annually for the successful execution of the festival. This financial commitment reflects our organization's dedication to fostering a vibrant arts community and supporting the cultural enrichment of Salt Lake County. The funds will be strategically allocated across various aspects of the festival, ensuring a well-rounded and engaging experience for attendees, artists, and sponsors.

### *2. Revenue Split:*

- In alignment with our commitment to collaborative partnerships, the UAA proposes a shared revenue split of 50/50 with Salt Lake County Arts and Culture. This equitable arrangement aims to mutually benefit both organizations, allowing for sustained growth and the enhancement of future cultural initiatives. Shared revenues will be reinvested into the festival and related community programs, ensuring a continued positive impact.

### *3. Festival Sponsorship Plan:*

- The UAA recognizes the importance of securing additional financial support through festival sponsorship to augment the committed funds. Our capacity for festival sponsorship is bolstered by the dedicated efforts of our Development Manager, who will spearhead sponsorship acquisition through the following plan:
  - **Timeline: Feb 1st, 2024 - Aug 8-9, 2024:**
    - **February-March 2024:**

- Development Manager conducts a comprehensive review of potential sponsors, identifying businesses aligning with the festival's ethos.
  - Sponsorship packages are developed, outlining diverse opportunities for sponsors to engage with the festival.
- **April-May 2024:**
  - The Development Manager initiates outreach to potential sponsors, presenting sponsorship packages and highlighting the unique benefits of association with the festival.
  - Engage in negotiations and customized package development based on sponsor needs and budget constraints.
- **June-July 2024:**
  - Continue ongoing communication with secured sponsors, ensuring contractual obligations and expectations are met.
  - Explore additional sponsor opportunities, particularly local businesses on the west side, through targeted outreach and relationship building.
- **August 2024 (Event Dates):**
  - Acknowledge and celebrate sponsors through on-site activations, branding, and public recognition during the festival.
  - Collect feedback from sponsors for future improvement and relationship building.
- **Necessary Resources for Cultivating Festival Sponsors:**
  - **Monetary Resources:**
    - Allocate a portion of the committed budget for sponsor cultivation activities, including, promotional materials, and sponsorship acknowledgment tools.
  - **Marketing Collateral:**
    - Develop professional sponsorship materials, including a sponsorship deck, promotional videos, and case studies showcasing the positive impact of previous sponsorships.
  - **Development Manager Expertise:**
    - Leverage the skills and expertise of the Development Manager to tailor sponsorship proposals, effectively communicate the value proposition, and negotiate terms beneficial to both parties.

#### *4. Evaluation Metrics for Sponsorship Success:*

- **Number of Secured Sponsors:**
  - Track the total number of sponsors secured and compare against established targets.
- **Financial Impact:**
  - Monitor the financial impact of sponsorships, comparing revenue generated from sponsors to the set sponsorship revenue goal.

- **Sponsor Satisfaction:**
  - Collect feedback from sponsors post-event to gauge satisfaction levels and identify areas for improvement.
- **Visibility and Branding:**
  - Evaluate the visibility and impact of sponsor branding during the festival, considering metrics such as impressions, social media reach, and media coverage.

The Utah Arts Alliance's budget plan reflects a thoughtful allocation of resources, a commitment to shared revenue, and a strategic approach to securing festival sponsors. Through the dedicated efforts of our Development Manager and the collaboration with Salt Lake County Arts and Culture, we aim to ensure the financial success and sustainability of the festival while fostering valuable partnerships within the community.

In conclusion, the Utah Arts Alliance is honored to present this comprehensive proposal, outlining our qualifications, collaborative history, relevant experience, and strategic plans for the successful execution of the festival. With a proven track record of organizing impactful community events, a commitment to collaborative partnerships, and a well-defined budget and sponsorship plan, we are poised to continue our mission of fostering a vibrant and inclusive arts community in Salt Lake County. The proposed festival promises to celebrate local talent, engage diverse communities, and contribute significantly to the cultural enrichment of the region. We look forward to the opportunity to continue our collaboration with Salt Lake County Arts and Culture in bringing this exciting and dynamic event to fruition. Thank you for considering our proposal, and we eagerly anticipate the possibility of contributing to the cultural vibrancy of our community.

Sincerely,



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Derek Dyer  
Executive Director  
Utah Arts Alliance

## EXHIBIT C

**Exhibit C**  
**SALT LAKE COUNTY “WEST SIDE ARTS FEST”**  
**PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY**

Participant’s Name: \_\_\_\_\_

1. I, being the above named person, being 18 or older in age, in recognition of the risk of injury while participating in the performances as part of the West Side Arts Fest and as consideration for the right to participate in the arts fest event, do hereby for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly and voluntarily enter into this waiver and release of liability (Agreement) and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of being on the premises, and do hereby release and forever discharge Salt Lake County and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, business and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all liability, claims, demands, damages, actions, or causes of action now existing or which hereinafter may arise as a result of my participating in the event, whether any injury is caused by the negligence of the Salt Lake County, the negligence of myself or third parties, the conditions of the course or any other cause.

2. I understand that my voluntary participation in this event may lead to injuries to my person as a result of my performance at the Arts Fest and I do willingly accept the sole responsibility for my performance and any injuries that may arise out of my participation in this Arts Fest.

3. I agree to indemnify and hold harmless Salt Lake County against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys’ fees, if litigation arises on account of claims made by me or anyone on my behalf.

4. I recognize that various photographs, video recordings, and other media may be taken while on the premises. I agree to grant Salt Lake County full permission to use any photographs, video recordings, for any purpose deemed appropriate by Salt Lake County.

5. I acknowledge that this Agreement is the entire agreement between Salt Lake County and me, and that this Agreement cannot be modified or changed in any way by representations or statements of Salt Lake County or by me.

6. I hereby declare that I have read and fully understand this Agreement in its entirety and that, by clicking below (or signing below), I assent to all of the terms and conditions contained in this Agreement.

Signed by Participant if 18 or older: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D

**Exhibit D**  
**SALT LAKE COUNTY WEST SIDE ARTS FEST**  
**VENDOR PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY**

Participant's Name: \_\_\_\_\_

1. I, the above named person, being 18 or older in age, in recognition of the risk of injury while on Salt Lake County premises and as consideration for the right to participate in the West Side Arts Festival, I hereby for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly and voluntarily enter into this waiver and release of liability (Agreement) and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of being on the premises, and do hereby release and forever discharge Salt Lake County and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, business and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all liability, claims, demands, damages, actions, or causes of action now existing or which hereinafter may arise as a result of my participating in the event, whether any injury is caused by the negligence of the Salt Lake County, the negligence of myself or third parties, the conditions of the course or any other cause.

2. I understand and agree that I am responsible for the transportation, set up, display and removal of **all** the items that I bring and that I will be responsible for any damage that I cause to the premises, other vendors, or patrons. I agree not to bring any items that can reasonably be deemed hazardous or dangerous. I agree to adhere to any reasonable requests by County employees during the course of this event and follow all safety guidelines proposed by County staff or volunteers.

3. I understand that I am solely responsible for the items that I bring as a participant in this event, including any theft, damage, loss of use, misuse or any other cause of loss of the items brought to this event. I understand that Salt Lake County will not be responsible for any loss of my personal or other items that I bring to the Arts Festival Event.

3. I agree to indemnify and hold harmless Salt Lake County against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys' fees, if litigation arises on account of claims made by me or anyone on my behalf.

4. I recognize that various photographs, video recordings, and other media may be taken while on the premises. I agree to grant Salt Lake County full permission to use any photographs, video recordings, for any purpose deemed appropriate by Salt Lake County.

5. I acknowledge that this Agreement is the entire agreement between Salt Lake County and me, and that this Agreement cannot be modified or changed in any way by representations or statements of Salt Lake County or by me.

6. I hereby declare that I have read and fully understand this Agreement in its entirety and that, by clicking below (or signing below), I assent to all of the terms and conditions contained in this Agreement.

Signed by Participant: \_\_\_\_\_

Date: \_\_\_\_\_