



Agreement Number:

A22.01c

Agreement Review & Approval Form

Agreement Title & Description:	Updated Murray Theater Renovation TRCC Agreement-Interlocal Cooperation Agreement between Salt Lake County Department of Community Services and Murray City
Contractor/Vendor:	Salt Lake County
Agreement Begin Date:	10/19/2022
Agreement End Date:	Click or tap to enter a date.
Account Number:	Click or tap here to enter text.
Contract Price:	\$1,757,472.00

Approved as to:

Content: Kim Sorensen
Kim Sorensen (Oct 19, 2022 10:16 MDT)

Owner / Project Manager

Is this IT related? Has IT been consulted? Yes No

Procurement Matrix Justification Choose an item.

Three Quotes or RFP/IFB Included Yes N/A

Exception (Documentation attached) Yes

Click or tap here to enter text.

Department Director: Kim Sorensen
Kim Sorensen (Oct 19, 2022 10:16 MDT)

Name: Kim Sorensen, Parks & Rec Director

Form: Mark S. Richardson
Mark S. Richardson (Oct 24, 2022 08:40 MDT)

Attorney for the City

Budget: Bush More

Finance Officer

IT: (optional) _____

IT Officer

Original received by Records Officer: 10/19/2022

Retention: Permanent (GRS-1789)

Notes: Mayor and City Recorder sign and seal attached doc

County Contract No. _____
 DA Log No. 22CIV001367

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MURRAY CITY CORPORATION

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Department of Community Services ("County") and **MURRAY CITY CORPORATION**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.15.010.

B. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

C. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated cultural facilities

D. The City has requested TRCC Funds from the County—through the County's Cultural Facilities Support Program—to help finance the restoration of the City's Murray Theater, as described in the City's Cultural Facilities Support Program ("CFSP") Application attached hereto as **EXHIBIT A** (the "Project"). The County Council appropriated TRCC Funds for this purpose in the 2021 Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. COUNTY'S CONTRIBUTION.

A. **Contribution of TRCC Funds.** The County agrees to contribute one million eight hundred and seventy-nine thousand and twenty-eight dollars (\$1,879,028.00) in 2021 one million seven hundred and fifty-seven thousand and four hundred and seventy-two dollars (\$1,757,472.00) in 2022 on the terms and subject to the conditions of this Agreement.

2. CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. **Acknowledgement.** The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. **Allowable Uses and Limitation on Use.**

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City for operations and expanded renovation of the Murray Theater as described in **EXHIBIT A**.

(ii) The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. **Match Requirement.** If the City's CFSP Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's CFSP Application. If the City fails to make and expend such a matching contribution prior to **September 30, 2024**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. For each reimbursement request, City shall furnish to County the TRCC Reimbursement Form, attached hereto as **EXHIBIT B**, together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **September 30, 2024**.

F. Reporting Requirements. The Recipient shall submit to the County a completed copy of the TRCC Project Status Report, attached hereto as **EXHIBIT C** no later than **December 31, 2022, December 31, 2023, and December 31, 2024**.

G. Recordkeeping. The City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning 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 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 the City's possession.

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its 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 TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this

Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2F, 2G, 2H, and 2I above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and an officer vested with the executive power from the City are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent 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 officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and the City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this

Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

(b) The City no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

(c) The City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(d) The County's determination to contribute TRCC Funds to the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the

City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2022

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By RB Chalhoub
Robin Chalhoub
Department Director

Dated: November 10, 2022

Reviewed As To Form

Craig J.
Wangsgard

 Digitally signed by Craig J.
Wangsgard
Date: 2022.09.27 16:07:35 -0600

Deputy District Attorney

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

MURRAY CITY

By Brett A Hales
Brett A Hales (Oct 25, 2022 10:33 MDT)

Name: Brett A. Hales

Title: Mayor

Dated: Oct 25, 2022, 2022

Attest:

Brooke Smith
Brooke Smith (Oct 25, 2022 10:43 MDT)
Brooke Smith, City Recorder
Date signed: Oct 25, 2022



Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By Mark S. Richardson
Mark S. Richardson (Oct 24, 2022 08:40 MDT)

Name: Mark S. Richardson

Dated: Oct 24, 2022, 2022

EXHIBIT A
City's Cultural Facilities Support Program Application

Salt Lake County
CFSP
Community Services CFSP
Cultural Facilities Support Program (CFSP) 2018
11/26/2018 deadline

Murray City Corporation
Murray Theater renovation

Jump to: [Application Questions](#) [Budget Details](#) [Documents](#)

USD\$ 3,636,500.00 Requested

Submitted: 4/20/2018 10:51:08 AM (Pacific)

Project Contact

Lori Edmunds
L.Edmunds@murray.utah.gov
Tel: 801-264-2620

Additional Contacts

ksorensen@murray.utah.gov, dhill@murray.utah.gov

Murray City Corporation

5025 South State
Murray City
Murray City, UT 84107
United States

Telephone 801-264-2620
Fax 801-264-2507
Web www.murray.utah.gov

Mayor, Murray City

Mayor Blair Camp
bcamp@murray.utah.gov

Application Questions [top](#)

All Applicants

1. Organization Overview: History, programs & services offered, audiences served.

History:

Murray hosts a strong core of local art organizations with a long track record.

Founded in 1975, the Murray Symphony Orchestra features 80 musicians and presents five local concerts each year. The Murray Arts Council, formed in 1977, presents an annual musical in the Murray Park Amphitheater with an occasional winter show if space can be found. The 50-member Murray Concert Band presents four concerts each year and the Ballet Center in Murray produces two winter ballets in their dance studio and one ballet as part of the summer Murray Arts in the Park Season.

In 1987, Murray City created the Murray Arts Advisory Board to oversee community art development and to coordinate programming and grant funding for the existing art organizations. In 1992, the Murray City Cultural Arts department was created under the Parks and Recreation Department and hired a paid staff person to coordinate art programs and events. In 2018, an additional full-time staff member was added to support the extensive arts programming for the city.

Programs and Services Offered:

The Murray City Cultural Arts staff has created year-round cultural activities including many arts-in-education projects and residencies, workshops and camps, musicals, storytelling residencies, city festivals, and visual art exhibits. This year, they will produce two summer musicals, free weekly summer lunch and children matinee performances, four family night concerts at the Senior Center, 10 elementary after school musicals, a Halloween writing and storytelling event, storytelling residencies at 12 locations ending with a city festival, monthly artists on display, two community visual art exhibits, a touring musical theater production for children, Missoula Children's Theater residency and performances, summer art and drama camps, and a literary competition. The summer and winter series, created together with local performing arts organizations and the school community, have been successfully operating since 1990 with nine summer productions (26 performances) in the amphitheater and 20-22 high school and community productions in the winter.

Audiences Served:

Murray City art programming, targets a wide range of individuals and organizations. Although heavily focused on amateur participants, it also involves professional direction and performances. It implements a significant amount of programming for youth and provides opportunities for participation in and enjoyment of the arts for the general public, seniors, families, and special needs patrons. These patrons come from every zip code in Salt Lake County as well as customers from all surrounding counties of Tooele, Weber, Davis, Utah, Summit, and even nearby Cheyenne Wyoming.

2. Project Description.

The Historic Murray Theater was built in 1938 as a motion picture venue and opened its doors for the public on October 28th. The first film was Irving Berlins, "Alexander's Rag Time Band" with Tyronne Power and Ethel Merman. Show prices were 20 cents for matinees and 25 cents after 6 p.m. Since then, there have been various owners hosting diverse activities such as Utah Repertory Theater and professional wrestling. It boasts performances of superstars Judy Garland and Adele. In May of 2001, the theater was listed on the National Register of Historic Places. In 2015, Murray City purchased the 77-year-old structure with the purpose of rehabilitating it into a cultural arts facility. The façade is an excellent example of Art Moderne complete with rounded corners, horizontal windows and a vertical marquee serving as a landmark along the still heavily traveled State Street.

At the beginning of the feasibility study, the architects invited and met with various art and community groups in two meetings. A total of 41 individuals attended representing 12 groups from a range of interests in theater, music, dance, film, and general community organizations. The groups were given a tour, so they could visualize the current space and the overall space limitations of the existing building. Because of those meetings, city leaders determined they wanted permanent seating for a performance venue that reflected its historic use with some alterations conducive to small theater productions which has been mostly nonexistent due to lack of available community space. They also did not want to replicate the larger performance spaces already available in school facilities with larger stage areas and audience capacity.

The subsequent design added a basement to provide for a green room, dressing rooms, and adequate restrooms for performers. The stage area was also adjusted to allow for backstage cross over and a retractable apron. For the most part, these additions also provided appropriate space for concerts, films, and community meetings as identified by local community groups.

The proposal to restore the theater will be multi-functional. It will be used for city productions and events, as well as public events. The City will use it for small scale winter musicals, film festivals, Missoula Children's Theater, Art's Power touring theater, Haunted Tales, the Storytelling Festival, rehearsal space for summer amphitheater productions, Saturday matinees, as well as night time movies, community meetings, visual art exhibits and possibly a Sundance Film Festival resource and will be rented to the public to create a revenue stream.

The facility will include:

320 -350 seats

3-piece retractable apron on the stage doubling as a small orchestra pit when it is down

2 dressing rooms

1 green room

2 offices

2 programming/rehearsal spaces

Concession area

Men and women's restrooms for patrons as well as performers

Projector room

Mechanical and storage areas

The design team intends to keep the facility as close to the original 1938 theater aesthetics as possible

3. How does the project fit within the Cultural Facilities Visions & Principles? (see Guidelines & Policies)

VISION:

The Murray Theater captures the county vision of a "broad array of cultural facilities which are distributed throughout the county, of varying types and sizes for community based and professional purposes, and which serve neighborhoods, cities, and the entire region." It will provide a smaller size venue in Murray City located in a highly visible transportation corridor that serves a regional hospital and its large population of patients and their families.

Murray City values professional arts organizations, community arts organizations, and community participation and enables and enhances the development of local arts communities. The professional consulting firm has incorporated space and technical aspects in the design that can meet the needs of both professional and amateur groups. This facility would provide year-round indoor space and programming options will expand significantly. It will provide a uniquely sized performance venue for both smaller professional and amateur ensembles made up of members from our larger symphony and band organizations. It will also provide much needed space for smaller theater productions by our local theater groups and the potential of an added children's theater component involving many youth. With the nearby regional medical facility, a new performance series would be highly successful.

Murray City values the needs of individual artists and organizations across all artistic disciplines. This facility design emphasizes the performing arts in theater and music that includes elements of dance, theater, music, and set design. There will be some opportunities for class instruction and art exhibits.

Murray City fosters collaboration. This facility design is a result of collaboration with local arts organizations, other

community, local business, and school groups in need of space. Murray City partnered with the school district financially to access weekly rehearsal and performance space by contract for the larger symphony and band organizations at the newly built Hillcrest Jr High. Murray High School has some additional facility needs that cannot be accommodated in their own school facility and this creates an opportunity to reciprocate with the Murray School District. In addition, the Murray School District facility coordinator turns away many requests by other groups because the schools are too busy during the school year. The much needed end of school year cleaning, limits access to performance space in the summer and the theater would help alleviate demands by local groups. There is also a strong potential for a new "season" element at this facility.

The Murray Theater will act as a tool for sustainable cultural and economic development in the county. Located in Murray's city center, the theater will enhance a strong, existing cultural center with nearby businesses of Desert Star Playhouse, Day Murray Music, Ballet Center in Murray, and its own programming in nearby Murray Park and the Murray Park Amphitheater. Demand for nearby cultural experiences has expanded significantly with the Intermountain Regional Medical Center and its international doctor training center and associated meeting spaces and hotels located within a few blocks of this arts venue.

4. Evidence of local support and community need justifying the project.

Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.

Murray City has a cohesive art community and has been cultivating their cultural arts audience for 25 years. Public support from Murray City's FY 2016-17 Zoo Arts and Parks grant application documented combined art activities that served a diverse and active audience of 37,704 patrons with 2559 artists/performers.

People in Murray support all forms of art and have been especially supportive of performing arts since the conception of the amphitheater in 1990. Having an indoor facility will further enhance the experience of the patrons as it will allow for additional winter shows.

Other community art groups would use the theater as well including, the Murray Concert Band, Murray Arts Council, Murray School District, Excellence in the Community, The Murray City Chamber of Commerce and possibly Intermountain Regional Medical Center.

During the winter, the City heavily relies on school facilities for programming. During summer when and if the schools are available, it is difficult to use the buildings due to the summer cleaning and refinishing schedules. If they are available, it is with a cost.

5. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

Owned and leased by various owners over the past 15-20 years, the Murray Theater was rented 1-2 times a week by groups who wanted a space that could seat between 150-300 people, verifying the demand for the facility and that the proposed seating capacity will work well for both internal productions and outside rental. Utilizing the smaller stage space and seating capacity, the Murray Theater is designed to meet the needs of smaller performance and theater groups producing a welcoming and intimate experience. During the colder months theater performances produced by the Murray Arts Council, Murray Concert Band and Murray Symphony occur at Murray High School and Hillcrest Junior High School. Attendance has averaged between 75-275 patrons per night. The city storytelling festival, film festival, and Missoula Children's Theater attendance range from 50-150 patrons. Murray City has determined that the capacity for the Murray Theater should be at least 300 to meet the future growth of these performances.

Please refer to FY2016-17 Winter Series attendance summary.

6. Detail how the project is integral to your organization's mission.

Murray City Cultural Arts includes two advisory boards with separate mission statements defined in city ordinance which reflect the art and history components of the City under the direction of one city administrator.

The Murray Arts Advisory Board's mission is to promote the development, awareness and appreciation of, and participation in the cultural arts and humanities in the City.

The Murray History Advisory Board's mission is to identify, document, preserve and interpret the city's historic resources to promote awareness, understanding, appreciation, and preservation of Murray's heritage and foster community identity and pride.

Murray City plans to aggressively pursue the rebuilding of its downtown area. The Murray City Center District (MCCD) is envisioned as the commercial, civic and cultural center for the community and a new mixed-use district intended to enhance physical, social and economic connections by redeveloping "downtown" Murray City resulting in a richer, more vibrant cultural environment. By Rehabilitating the theater and bringing it back to its original use as cultural facility, it will not only return vitality to the area, but it will instill a sense of pride for the residents and all who patronize it.

7. Describe how your current project funding has been secured.

The Murray City Mayor's Office along with the City Council are supporting this project. The City purchased the building in 2015 for \$600,000 and paid \$31,000 for a feasibility study. In addition to matching the grant funds of Salt Lake County's Cultural Facility Support Grant request, we plan to seek additional funding from the Utah State Legislature and private foundations including the George S. and Dolores Eccles Foundation, Sorenson Legacy Foundation, Wheeler Foundation, and Wells Fargo Foundation.

8. Document your ability to raise the required project funds.

Murray City recently completed the Murray Park amphitheater renovation project of approximately \$3 million with funds secured from Murray City, Salt Lake County, and private funds from George S. and Dolores Dore Foundation, Sorenson Legacy Foundation, and Wheeler Foundation. Murray City Cultural Arts also raised \$13,000 in individual donations for a public art piece in less 4 months. The community has shown their support for the arts through longstanding arts program successes, for the past 25 years.

9. Analysis of the financial impact this project will have on your organization's future finances.

The Murray Theater will require a substantial financial commitment from the city for the rehabilitation project expenses and future operations and maintenance. Several departments will use existing staff for programming and building maintenance including Murray City Cultural Arts and the Facilities Management Department. Additional staff will be needed as explained in question #19, with rental and service fees set to cover much of that and remaining costs covered by the City and available grants.

See attached five year operational budget

10. Please specify type of funding you are requesting

- Consulting
- Capital

Consulting Applicants

11. Type of consulting services

NA

12. Goals and objectives of consulting services

NA

13. Scope of Work, expected deliverable and timeline

NA

14. Payment schedule for the work and expenses.

Upload a detailed project budget document (documents tab) by a qualified professional.

NA

Capital Applicants

15. What is the site location of your project.

4959 S. State Street Murray Utah 84107

16. Describe the current facility and specify if it is owned or leased.

Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).

The Art Moderne Streamline style of the theater was popular in Utah from 1930 to 1940. The exterior exhibited this style with characteristics including smooth stucco walls, rounded corners, glass block windows, stainless steel panels as well as stainless steel trim between the exterior ceramic tiles. Although age had caused some deterioration to the exterior finishes and there have been some modifications to the interior, fortunately, the Murray Theater exterior has not been significantly altered and still retains its integrity.

The main level of the Murray Theater has been significantly altered and has deteriorated over time. Although modifications have been made which have significantly altered the historic fabric of the spaces, the spatial configuration of the lobby and the house still remain intact. There is a second level above the lobby access by stairs from the lobby which provides office space, a control room and mechanical spaces. Because of the significant changes, it does not provide safe and appropriate spaces. The mechanical and electrical systems for the theater are using original components which currently do not meet present building code standards and are in need of complete replacement. The following is the current condition of the exterior facades and interior of the theater and the recommendations for restoration or repair:

Exterior

The main west façade faces State Street and is the main entrance to the theater. The historic fabric has not been significantly altered however the materials and finishes have deteriorate and require refurbishing and in some cases replacement. The following are recommendations for the restoration of the main façade and secondary exterior building elevations:

- Repair all damaged plaster surfaces.
- The exterior window system is not original and has failed it shall be removed and replaced with a new, efficient and historically compatible storefront window system.
- All stainless steel elements, i.e. entry doors and siding shall be refurbished and/or replaced in kind.
- The painted metal marquee identifying the theater shall be refurbished.
- The freestanding ticket booth shall be refurbished.

Lobby

The lobby still retains its original configuration however, the wall finishes have been altered and damaged. The original historic finishes have been covered with new incompatible finishes. The original trim has been altered or in some cases removed. The original concession stand has been removed. The original lighting has been removed.

Recommendations:

- The plaster wall exhibit cracking and deterioration which will require skimming and/or replacement.
- Provide new finishes which are consistent with the historic finishes.
- Provide new lighting for the space.
- Provide a new concession stand for the patrons of the theater.

Theater/House

The main theater/house has been extremely altered. The only remaining historic elements are the original architectural proscenium which is currently obstructed by the new stage and curtains and the original decorative ceiling mechanical diffusers. The seats have been removed and replaced with platforms. The original cinema screen and surround have been removed and significantly altered. A stage has been installed which does not provide the appropriate size and configuration to meet the proposed intended use for a performance stage. Small spaces below wings of the existing stage have been provided for dressing rooms but they are inadequate for the performers and have an impact on the exiting of the theater.

The original finishes of the theater/house have been removed or significantly changed. The walls are currently covered with deteriorating acoustic panels. All surfaces, except the main ceiling have been painted black.

Recommendations:

- Remove and replace the existing stage and provide a new stage configured to meet the needs of a performance theater. The stage shall have a new stage lift at the front of the stage to increase the usability of the stage and provide for an orchestra pit.
- Construct a new floor level below the stage that will provide the appropriate spaces for dressing rooms, toilet facilities, green room and storage for the performers. Provide appropriate ADA compliant accessibility from the theater level to both the stage level and the new level below the stage.
- Provide new stage and house lighting.
- Provide new stage rigging.
- Replicate the original proscenium in the new location at the front of the stage.
- Remove the existing theater platforms and provide all new seating with a floor configuration to enhance audience sightlines. Seating to be configured to provide appropriate ADA seating space.
- Provide new wall and ceiling finishes.
- Provide code compliant exiting from the theater and the stage.

Second Level

The second level above the lobby houses office space, a control room (original projection room), mechanical space and attic space. Access to the second level is from open stairs from the lobby. The control room and office space are completely open to the theater space. The mechanical space housed the original mechanical equipment. The existing partitions are poorly constructed and the access is limited.

Recommendations

- Provide new construction for the partition walls which separate the control room and other spaces.
- Enclose the control room and office space from the theater. Provide appropriate glazed openings to the theater.
- Reconfigure the spaces to meet the needs of the operation of the theater.
- Provide appropriate egress.

Building Systems

- Mechanical
 - o The mechanical system serving the main theater space, lobby and all other associated interior spaces is significantly past

its recommended service life and shall be removed and replaced throughout the building.

- o The water main into the building shall be replaced and updated with a new PRV station, main shut off valves, etc. Upgrade all of the domestic water piping.
- o It is recommended to replace the sump pump in the basement.
- o It is recommended to replace sewer piping in all areas that are modified and renovated.

• **Electrical**

- o A new service into the building shall be provided
- o The power system is very old and out of code compliance and shall be removed and replaced.
- o A new theatrical lighting and lighting control system shall be installed in the building.
- o The building shall be equipped with new lighting control systems throughout.
- o Communication wiring and pathways shall be replaced.
- o Fire alarm system shall be replaced to include a new panel, new speaker/strobes, and smoke detectors.
- o Replace all access and security system throughout.

• **Structural**

o Due to the fact that there is not a change in use for the building and no requirement for a seismic upgrade is in effect, it is recommended that structural upgrades be performed. The following additions can substantially increase the capacity of the existing structure to a "collapse prevention" level of performance during a seismic event.

Provide anchorage between roof diaphragm and exterior masonry walls. This is done by placing drill and epoxy anchors at top of wall and straps to framing around the perimeter at approximately six feet on center

Add a layer of structural sheathing to the roof (or ceiling) to strengthen the diaphragm capacity for transferring lateral loads to walls.

Place a stiffening element such as steel bracing or frame at the front of building where the openings occur. This will increase capacity at this weak wall line.

Strengthen the existing URM walls at strategic isolated locations such as corners of the building. A typical method is applying and anchoring new reinforced shotcrete to the face of existing wall.

Tall parapets or façades should be braced to roof structure. This is required by code when re-roofing occurs to help eliminate falling hazards during seismic activity.

Provide appropriate underpinning of the foundation to accommodate a lower level below the stage.

17. What is the overall project timeline?

See Uploaded project timeline

18. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five year expense forecast and a long term maintenance budget plan.

Future capital maintenance will largely come through the annual City CIP (capital improvement projects) process with additional support from a preservation fee of \$1.00 attached to ticket sales. The preservation fee will be a designated fund for long term maintenance needs. Revenue for operating expenses will include a combination of city funds for staffing, outside rentals and ticket revenue, and public grants for internal programming. The five year expense forecast and long term maintenance budget plan is based on a 3% per year increase.

19. Provide project management information including key personnel and their experience.

Facility Management Plan

To keep costs manageable, the facility will be managed by two full time employees under the direction of the existing position of Cultural Arts Manager. All other supporting personnel will be part-time positions including building supervisors, technical staff, and custodial.

Staff Organization Chart

Facility Manager (full time),
Cultural Arts Programs Manager (full time)
Facility Supervisors (part time)
Tech Director (full time), Staff (part time)
Maintenance Supervisor (full time)
Custodial Staff (part time)

Senior Management Job Descriptions

Facility Manager will oversee the general operations, budgeting and scheduling of the facility and coordinate all outside programming and facility rentals. He will be responsible for all facility staffing/scheduling including building supervisors, tech, office/box office, and custodial upkeep and maintenance.

The Cultural Arts Manager will oversee all in-house programming and marketing for city sponsored events/activities including a potential shared season with various groups. This position is responsible for the city cultural arts programming budget and will help prepare the facility budget with the facility manager, working with the Facility Manager and Murray Arts Advisory Board to recommend appropriate rental fees for city approval. She will be responsible for facility payroll.

Maintenance Supervisor will oversee the general cleaning, maintenance and repairs, daily set-up and cleaning for group activities, waste collection and disposal, ground upkeep and snow removal, and orders/stocks needed materials and supplies. This position will be under the direction of the city facilities department

Technical Director will coordinate all technical aspects including sound, lights, stage management, and media presentations. The technical director will work directly with assigned contacts from groups using the facility who require technical assistance. The tech director may also act as a facility supervisor where needed.

20. Architectural information including site plan, space program and schematic design (optional).

Please upload above mentioned architectural documents (document tab).

See uploaded information.

21. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning if applicable, and contingency plans for cost overruns.

Please upload above mentioned construction information documents (document tab)

See uploaded information. Murray City will fund cost overruns

Budget Details [top](#)

Project Budget

Project Budget	Capital Request	Consulting Request	Detail
Total Project Budget	7,360,164		Theater construction estimate \$6,870,951 Architectural fees \$489,213 Total project \$7,360,164

Funding Currently
in Place

County Funding 3,680,082
Requested

Murray City is committed to provide matching funding for all grants
received. See attached letter from Mayor Camp

Project Financial Information Detail

Financial Detail

Capital

Consulting

Detail

Cash On-hand

Pledges - Unrestricted

Pledges - Restricted

Pledges - Pending or Projected

In-Kind Donations

General Obligation Debt

Bond Issue

Capital Reserve

Documents [top](#)

Documents Requested *

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

For Consulting projects upload a detailed consultant project budget document by a qualified professional.

For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.

Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget.

Administrative Documents *

Required? Attached Documents *



[Murray School District Letter of Support](#)

[Chamber Letter of Support](#)

[Community Support Letter Chatterton](#)

[FY2017-17 Winter Attendance](#)

[Letter of Support Murray's Mayor Camp](#)

[MAK Support Letter](#)

[Arts Board support letter](#)

[Murray Arts Council support letter](#)

[Warranty Deed](#)

[Building Front Schematic Rendering](#)

[Lobby Schematic Rendering](#)

[Seating Area Schematic Rendering](#)

[Project time line](#)

[black white layout](#)

[color plans](#)

[letter from Fire Department](#)

[5 year operating budget](#)

[Structural and Asbestos Evaluation](#)

[Construction cost estimate](#)



[2015 budget](#)

[2016 Budget](#)

[2017 Budget](#)

[PRT & BOARD Scoresheet - MURRAY Theatre Renovation](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 107433

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EXHIBIT B
TRCC Reimbursement Form

Invoice # _____



TRCC Reimbursement Form

Submittal Date: _____
 Contract Number: _____
 Organization Name: _____
 Project Name: _____
 Contact Name: _____
 Phone Number: _____
 E-Mail: _____

Guidelines:
• Invoices or detailed receipts required
• Sales orders accepted with proof of payment only
• Quotes will not be accepted
• Sales tax will not be reimbursed
• Administrative overhead will not be reimbursed

Item #	Date	Invoice #	Vendor Name	Description	Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Total Request for Reimbursement					\$ -

EXHIBIT C
TRCC Project Status Report



TRCC PROJECT STATUS REPORT

Recipient Organization: _____

Contact Name: _____

Phone Number: () - _____ Email Address: _____

TRCC Project Name: _____

Reporting Period: From _____ To _____ Annual Final

Project Status

Summary: Provide brief explanation of current project or program status

Challenges: Provide brief explanation of current challenges faced by project or program, if applicable

Schedule: Provide anticipated completion date and explain schedule changes from last status report, if applicable

Anticipated Completion Date: _____

Explanation: _____

Budget: Summarize sources of project or program funding and explain any difference between the current budget.

Recipient Contribution: \$ _____

TRCC Grant: \$ _____

Other Grants or Contributions: \$ _____ Name _____

\$ _____ Name _____

Total Funding Available \$ _____ Current Budget \$ _____

Explanation: _____

Signature: _____ Date: _____