

County Contract No. _____
DA Log No. 23CIV000427

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

UNIVERSITY OF UTAH

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 its Department of Community Services ("County") and the **UNIVERSITY OF UTAH**, a body politic and corporate of the State of Utah ("UofU"). County and UofU 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, § 2.06B.020.

B. 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 recreation, cultural, or convention facilities.

C. UofU is a body politic and corporate of the State of Utah.

D. UofU has requested TRCC Funds from the County —through the County's Cultural Facilities Support Program—to help it fund the project described in its application attached hereto as **EXHIBIT A**. More specifically, UofU requested TRCC Funds to help fund renovation of its UofU Film & Media Arts Modern Cinema (the "Project"). The County Council appropriated TRCC Funds for this purpose in the 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 "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal 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 Interlocal 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 into 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. County agrees to reimburse **one hundred and fifty thousand dollars (\$150,000.00)** to UofU from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . UOFU'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. UofU acknowledges that the TRCC Funds provided to UofU 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) UofU shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by UofU to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) UofU 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 UofU's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that UofU will make a matching contribution toward the purpose for which TRCC Funds will be used by UofU under this Agreement, UofU shall make the matching contribution so indicated in the amount specified in UofU's Cultural Facilities Support Program Application. If UofU fails to make and expend such a matching contribution prior to **June 30, 2024**, the County may require repayment of TRCC Funds from UofU for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. UofU shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **June 30, 2024**. Additionally, if UofU uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, UofU shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. UofU shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023 and June 30, 2024**.

F. Request for Reimbursement. UofU shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

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

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

I. Public Funds and Public Monies:

(i) UofU 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 UofU's possession.

(ii) UofU, 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. UofU 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. UofU expressly agrees that the County may monitor the expenditure of TRCC Funds by UofU.

(iii) UofU 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).

J. 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 UofU under this Agreement, and the accounting of such use. If the County requests an audit, UofU agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. UofU agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from UofU 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.

L. Representations.

(i) No Officer or Employee Interest. UofU 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. UofU 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 legislative body of the County, including the adoption of any necessary resolutions or ordinances by the County

authorizing the execution of this Agreement by the appropriate person or persons for the County, and the approval of the Agreement by the director or other head of the UofU (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 UofU's full expenditure of the TRCC Funds received under this Agreement and upon UofU'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, UofU's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F 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 on 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 of the UofU 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 UofU's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to UofU. 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 UofU 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. UofU 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.

Liability and Indemnification. There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Governmental Immunity Act of Utah, the County and UofU 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 UofU will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents.

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 UofU 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 UofU under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to UofU in succeeding fiscal years. The County's obligation to contribute TRCC Funds to UofU 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 UofU, 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 UofU of such non-funding and the termination of this Agreement. However, in no event, shall the County notify UofU 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 contribution to UofU 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 UofU to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by UofU on or before the expiration of a thirty (30)-day period commencing upon the County’s written notice to UofU of the occurrence thereof.

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

(c) The County’s determination to contribute TRCC Funds to UofU under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by UofU 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 UofU; and/or

(b) Seek repayment of any TRCC Funds previously paid to UofU 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 UofU and have been expended by UofU 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 UofU 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 UofU.

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. UofU shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. UofU 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 which shall be: (i) approve, as provided in Section 11-13-202.5 of the Interlocal Cooperation Act, by each Party, (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 UofU warrants his or her authority to do so and to bind UofU. The County may require UofU to return all TRCC Funds paid to UofU 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: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Signed on behalf of Robin Chalhoub

Dated: _____, 2023

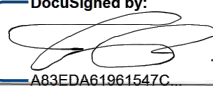
Reviewed and Advised as to Form and Legality:

Craig J. Digitally signed by
Wangsgard Craig J. Wangsgard
Date: 2023.06.01
By _____ 08:50:15 -06'00'
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE UOFU

UNIVERSITY OF UTAH

DocuSigned by:

By A83EDA61961547C
Name: Jason Atuaia
Title: AVP Budget
Dated: 6/17/2023, 2023

Approved as to Form and Legality:

University of Utah Attorney

By Alice L. Whitacre
Name: Alice L. Whitacre
Dated: June 1, 2023

EXHIBIT A
Application


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A ▲ ▼

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

University of Utah Department of Film & Media Arts
University of Utah Department Film & Media Arts Modern Cinema CFSP

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

\$ 1,000,000.00 Requested

Submitted: 7/6/2022 3:41:35 PM (Pacific)

Project Contact

Emeri Fetzer
emerifetzer@utah.edu
Tel: 801.913.7431

Additional Contacts

ap.nelson@utah.edu, denise.begue@utah.edu

**University of Utah Department of
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Fax

Web film.utah.edu

**Chair, Department of Film &
Media Arts**

Andrew Nelson
ap.nelson@utah.edu

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Select the type of support you are applying for

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- TOUR - Tourism Project Support
- PRT - Parks, Recreation and Trails Support
- CFSP - Cultural Facilities Support
- CON - Convention Facilities Support
- Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

- North Planning Area
- West Planning Area
- East Planning Area
- Southwest Planning Area
- Southeast Planning Area

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

The University of Utah Department of Film & Media Arts offers BFA and MFA degrees, as well as an undergraduate certificate in screen performance, graduate certificate in Screendance, and film licensure for teaching.

Students in the Bachelor of Arts in Film & Media Arts study creative and technical production, history, criticism, and theory. Students have the freedom to tailor the degree across multiple areas of interest including documentary, narrative and experimental filmmaking, animation, screenwriting, sound production, critical studies, and new media.

The Master of Fine Arts in Film & Media Arts is a three-year program designed to develop filmmakers who want to push the boundaries of conventional fictional and documentary storytelling. Starting with a comprehensive foundation in the production, criticism, and history of film and media arts, students work closely with faculty committees to design a course of study that meets their creative and professional goals. Students write, direct, and produce multiple projects over the course of their degrees, and exit the program prepared for careers as independent artists, contract professionals, and film and media teachers.

The department's faculty include renowned artists, researchers, historians, and scholars who remain active in local, national, and international film & media industries. As a vibrant community player in film and media activities, the department hosts a variety of events open to the public, as well as enrolled students and the broader campus community. Recent guests of the Department of Film & Media Arts include Marti Noxon (producer of "Buffy the Vampire Slayer," "Mad Men" and "Glee"), Lee Isaac Chung (alumnus and writer-director of *Minari*), Curtiss Clayton (editor of *My Own Private Idaho*), Paul Webster (producer of *Atonement* and *Eastern Promises*), and Robert Machoian (writer-director of *The Killing of Two Lovers*).

The Department of Film & Media Arts is one of five academic units that comprise the College of Fine Arts at the University of Utah.

4. Project Summary

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

The University of Utah Department of Film and Media Arts seeks \$1M in funding to support the renovation of the existing auditorium space within the Film & Media Arts Building (FMAB). This urgent project transforms an outdated auditorium space into a modern, state-of-the-art cinema for shared use by students and public audiences. The FMAB was not originally designed for students and educators, but rather functioned as the Utah Museum of Fine Arts from 1970 to the late 1990s. Since then, it has been retrofitted to house the Department of Film & Media Arts, which has thrived for over a decade without meaningful facility updates. Today, the department serves over 600 majors annually and has achieved a national ranking in the top ten film programs at public universities.

The university is eager to update FMAB given the success of the program, one of the fastest-growing on campus. The absence of a professional venue in which to screen motion pictures is perhaps the facility's most glaring deficit. A cinema is central in all modern film programs, providing students with a proper space to develop, review, and share work. The current auditorium, originally intended as a lecture hall, lacks the projection and audio capabilities needed to screen both student and commercial films. If realized, this project completely transforms the student experience – but it also moves far beyond them to include community partnerships that would better serve Salt Lake County's arts lovers.

The proposed cinema accommodates 200-250 seats – the ideal size for the highest quality screen and sound results. With versatile capabilities of a multiplex theatre while maintaining the programmatic and community-based spirit of a non-profit, the cinema creates new opportunities for the public to view a broad range of exciting films. It also offers more resources for continued education. Because it is located in a collegiate environment, more emphasis is placed on public engagement and academic discourse than found in a typical movie theatre.

Set to begin in early 2023, the cinema renovation is phase one of a \$10M overall renovation of FMAB. We are seeking support from TRCC for this phase in particular as the cinema is the place where we will engage our Salt Lake County community members.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

The project fits within the County's Visions and Principles in the following ways:

- The county values facilities that enable cultural activities for creation, presentation and education. The proposed cinema provides a professional space for students to screen both works-in-progress for academic feedback and finished works for the community. Certainly, the cinema allows for presentation of a broad range of films, and allows for space to discuss those films with audiences and guests, promoting further education about the art form.
- The project meets the county's vision to address the need to maintain and upgrade existing facilities. The University of Utah's Film & Media Arts program is rapidly growing, and current facility' shortcomings will only become more glaring as time moves on.
- The project enhances our organization's ability to expand programming to include more public festivals, screenings, and lectures.
- The project fosters collaboration with community partners including Utah Film Center, Sundance, KUER, Slamdance, and more.
- The project meets the standard for readiness, feasibility and sustainability. It is shovel ready and set to move ahead in 2023.

6. Provide evidence of local support and community need justifying the project

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

Supporters include:

University of Utah
Utah Film Center
Utah Film Commission
Sundance Film Festival
KUER
Slamdance

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

As determined through several audits from trusted colleagues in the field, 200 to 250 seats is the appropriate size for highest quality screen and sound for the proposed cinema. Similar spaces in Salt Lake include only Broadway Centre Cinema and Tower Theatre at this time.

Currently, the auditorium is only programmed for 20 hrs per week during the academic year. This leaves a great deal of flexibility to augment programming to include anywhere from 25 - 50 additional events annually. These events could include festivals, student exhibitions, visiting filmmakers, and scholarly lectures.

Recent attendance data:

2022 Lecture and reception for Lee Isaac Chung, director of "Minari"
150

2022 F&MAD Spring Showcase:
75

2022 Utah High School Film Festival
200

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

It is the mission of the University of Utah College of Fine Arts (CFA) to generate and share new knowledge through inclusive and sustainable inquiry in and through the arts. We envision a world where we harness the power of the arts to inspire us all to find our voices, fuel our passions, and ignite our futures.

The CFA 5-year strategic plan, established and approved in early 2019, encompasses four major goals: 1) develop and transfer new knowledge 2) promote student success to transform lives 3) engage communities to improve health and quality of life, and 4) ensure long-term viability of the College of Fine Arts. In order to reach these goals, we must enhance student success through curricular experiences, progression toward timely graduation, and post-graduate success. We must also offer relevant and sustainable extracurricular opportunities focused on student success and transformation. This project improves curricular experiences and expands the potential for extracurricular experiences. It makes the Department of Film & Media Arts a place where people of all generations and experience levels can meet and connect, creating opportunities for students to network and establish valuable connections that augment post-graduate success.

To achieve our goal of engaging our local communities, we know we must offer a broad range of campus arts offerings and lifelong learning opportunities, and partner with organizations to meet critical needs while enhancing access to the university. This project provides greater opportunity for collaboration with external organizations and groups to serve mutual audiences in one space.

Lastly, we cannot ensure the long-term viability of the college and its units without improving facilities and infrastructure to support our core operations, educational mission and research. This project is a long overdue and highly impactful upgrade – an investment in a strong future for the arts at the U and in Salt Lake County.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

The cinema is phase one of a complete \$10M renovation. The CFA is currently in the process of forming the Film & Media Arts Building Committee which will work collaboratively with the CFA Advancement team to lead fundraising efforts for the entire project. This past spring, the college hosted a soft launch event, in conjunction with Oscar-nominated special guest and alumnus Lee Isaac Chung. This event publicly highlighted the desire to update the building, and engaged Fine Arts Advisory

Board members as well as community prospects. Planning has begun for a Spring 2023 event to jumpstart the building campaign.

For the auditorium project specifically, the Department of Film & Media Arts has budgeted \$365,000 in capital reserve to cash flow the project while fundraising is ongoing. The CFA can support renovation costs using current balances to provide cash flow between reimbursements from the grant. Support from Salt Lake County affirms the project's worthiness, allowing us to secure additional pledges. Additionally, the college has a current outstanding proposal to a private family foundation for a potential naming opportunity.

10. Document your ability to raise additional project funds.

The College of Fine Arts operates across 12 buildings that, like FMAB, are retrofitted from their original purposes. In order to match the quality of the facilities to the work done within them, we are currently in the process of three concurrent capital improvement campaigns, of which FMAB is one. In these campaigns, we have demonstrated a successful track record of securing naming opportunities, major gifts, and foundation support while managing current budgets to keep critical projects moving forward.

Recently, we completed the renovation of the former law school building (Building 73) to house another of our academic units, the Department of Theatre, in one cohesive space. The department had previously functioned in four separate aging buildings. Since completion last year, the John and Marcia Price Theatre Arts Building and adjacent outdoor amphitheater have already deeply impacted the student and faculty experience. Additionally, we are nearing completion of the new Meldrum Theatre space within the historic Einar Nielsen Fieldhouse, which will be the first professional proscenium, modified thrust theatre dedicated for shared use between theatre students and professional affiliate Pioneer Theatre Company. The CFA is resourceful and dedicated to sustainability practices – revitalizing historic structures to fit new purposes and partnering with community organizations to make shared resources go further.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

Because the project is a renovation of an existing facility, it does not incur additional maintenance and operating costs in the existing budget. The updating of outdated HVAC and electrical systems likely lessens the annual maintenance costs, although facility maintenance is the responsibility of the University of Utah through Facilities Management (please see more below).

Depending on programming capabilities for the new cinema, event and screening ticketing could contribute additional revenue to the department. Providing broad and affordable access to the public would remain a central priority.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. What is the site location of your project?

Please provide as specific of location details as possible.

The project site is the lower level, southeast end of the Film & Media Arts Building on the University of Utah campus.

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

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The Film & Media Arts Building is a property conveyed to the University of Utah as part of a land patent from the federal government. The Film and Media Arts Building is Building #36 on the map of the University. The document attached shows the University's ownership of the parcel from the County and State GIS portals.

19. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

Projected Start: January 2023

Projected Completion: December 2023

Scope of work:

- Renovate current ground floor auditorium space to updated, modern cinema including ticketing booth and concessions area, 250 seats, screen, projection booth, projector, sound system, and lighting equipment
- Update ADA access, HVAC, plumbing, and electrical
- Add structural support space

20. 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.

If needed, budget plan may be uploaded to the Documents tab.

The Department of Film & Media Arts does not pay property taxes, utilities, or major infrastructure maintenance, as it is the responsibility of the University of Utah under Facilities Management. Initial equipment upgrades are part of project expenses and would not require any major maintenance in a five-year period. Beyond five years, routine maintenance of the equipment in the space is added to the annual department operating budget.

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

University of Utah Project Manager

Mark Grabl

University Campus Planning, Design, and Construction

Grabl has served as architect and project manager for nearly 15 years at the University of Utah. Prior to the U, Grabl was an architect and project planner at VCBO Architecture, Jack Johnson Company, and BGW / EMA Architects.

Recently, Grabl was one of two University Project Managers who leading the The Robert H. & Katherine B. Garff Building, which was given an award in 2019 recognizing effort in innovation and teamwork by Engineering News Record (ENR), widely regarded as one of the construction industry's most authoritative publications. The collaborative effort on the Garff Building's construction delivered a highly energy-efficient building, in line with the university's aggressive sustainability goals.

Prescott Muir

Team: Prescott Muir, Lisa Arnett, Corinne Snyder

Prescott Muir Architects, founded in 1976, has developed a national reputation for its finely crafted buildings and thought-provoking urban projects. Projects are conceived from a range of perspectives, beginning with a clear definition a client's needs through a comprehensive understanding of construction and exquisite attention to detailing. The firm provides a wide array of services ranging from city planning and project definition to furniture design and building forensics. With an appreciation for asset and supply side management, the ethic of sustainability is imbedded in all they do.

The firm is led by principals Prescott Muir, Jack Robertson, Lisa Arnett, Jay Lems, and Jared Larson. Most of the firm's wide array of building types have been designed for repeat clients from various fields, including the visual and performing arts, museums, libraries, financial institutions, laboratories, educational institutions, new media, medicine, retail, religious organizations, industry, multi-unit housing, and single family residences.

In consideration of the excellence of their built work, the firm has received fifteen design awards from the American Institute of Architects Western Mountain Region, Utah, New England, and Boston chapters. Prescott Muir was elevated to the College of Fellows of the AIA in recognition of his design acumen. The monograph ItByBit published by ORO Press highlights the firm's work and features articles by Juhani Pallasma and Dan Hoffman. The work has been recognized in the national and local press, including Architecture Record, Progressive Architecture, AIA Case Studies, and ACSA Technology Conference Publication.

22. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

Please see attached architectural rendering

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

Please also upload above mentioned construction information documents to the Documents tab.

Please see attached estimate prepared by Prescott Muir

24. Type of tourism promotion services

-answer not presented because of the answer to #12-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

26. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

27. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: 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

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed project budget

Required? **Attached Documents ***



[Project Budget Worksheet - Department of Film & Media Arts](#)



[3 Year Operational Budget](#)



[Support Letter 1](#)

[Cover Letter - Andrew Nelson](#)

[Support Letter 2](#)

[University of Utah Facilities Map](#)

[Cinema Rendering](#)

[Cost Estimate - FMAB Auditorium](#)

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

Application ID: 406193

EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 2,817,287.00
Total Funding Sources	\$ 1,865,000.00
County Funding Requested	\$ 1,000,000.00
Projected Surplus/(Deficit)	\$ 47,713.00

Date: March 3, 2023

Project Name: Film & Media Arts Auditorium

Applicant Name: University of Utah

Contact Name: Emeri Fetzer

Contact Email: emerifetzer@utah.edu

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 2,037,287.00	
Consultants/Professional Services	\$ 200,000.00	Includes 15% design contingency
Permits/Fees	\$ 75,000.00	
Equipment > \$5,000	\$ 200,000.00	Projection and sound systems
Administrative Overhead	\$ 305,000.00	
Contingency		
Other		
Total Project Budget	\$ 2,817,287.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand				
Pledges				
Grants		\$ 1,500,000.00	\$ 1,500,000.00	
In-Kind Donation				
Capital Reserve	\$ 365,000.00		\$ 365,000.00	
Debt Issuance				
Other				
Total Funding Sources	\$ 365,000.00	\$ 1,500,000.00	\$ 1,865,000.00	

Certificate Of Completion

Envelope Id: 77F7039DD5D24BBCA7EC83243334FF40	Status: Completed
Subject: Complete with DocuSign: UofU FMA TRCC agreement.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	KAREN WEST
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	102 South 200 East, Suite 110
	Salt Lake City, UT 84111
	u0533813@utah.edu
	IP Address: 155.98.131.1

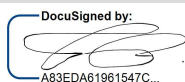
Record Tracking

Status: Original	Holder: KAREN WEST	Location: DocuSign
6/5/2023 12:17:49 PM	u0533813@utah.edu	

Signer Events

Jason Atuaia
u0271139@utah.edu
AVP, Budget & Finance
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 174.23.139.13

Timestamp

Sent: 6/5/2023 12:19:33 PM
Viewed: 6/5/2023 9:10:32 PM
Signed: 6/17/2023 7:26:25 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/5/2023 12:19:33 PM
Certified Delivered	Security Checked	6/5/2023 9:10:32 PM
Signing Complete	Security Checked	6/17/2023 7:26:25 AM
Completed	Security Checked	6/17/2023 7:26:25 AM
Payment Events	Status	Timestamps