

County Contract No. _____
DA Log No. 23CIV000416

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

SANDY CITY

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 **SANDY CITY**, 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, § 2.06B.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. 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.

D. The City has requested TRCC Funds from the County —through the County’s Cultural Facilities Support Program—to help it fund the project described in its Sandy City application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to help fund Sandy Amphitheater Guest Services Upgrades (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 **four hundred ninety-three thousand seven hundred and forty-eight dollars (\$493,748.00)** to the City from its 2023 TRCC Funds all 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 to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(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 TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate 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 Cultural Facilities Support Program 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. Deadline to Expend TRCC Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **September 30, 2024**. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City 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. The City 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 September 30, 2024**.

F. Request for Reimbursement. City 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 **September 30, 2024**.

H. 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.

I. 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).

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 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.

K. 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.

L. 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 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 the City Mayor 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 contribution to the City 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 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 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 the contribution 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: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

Craig J.
By **Wangsgard** _____
Deputy District Attorney

Digitally signed by Craig
J. Wangsgard
Date: 2023.03.07
10:02:50 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

SANDY CITY

DocuSigned by:
By Monica Zoltanski
2FEF8CAF412042D...

Name: Monica Zoltanski

Title: Mayor

Dated: 5/8/2023, 2023



Attest:

DocuSigned by:
Wendy Downs
688E7E8272014B1...
Wendy Downs, City Recorder
Date signed: 5/8/2023

Approved as to Form and Legality:

SENIOR CIVIL ATTORNEY

DocuSigned by:
By Joelle Kesler
50239674EF7E4C3...

Name: Joelle Kesler

Dated: 5/8/2023, 2023

EXHIBIT A
Application

Salt Lake County
 Community Services
 TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

Sandy City/Sandy Arts Guild

Sandy Amphitheater Guest Services Upgrades (Sandy City Priority #1) CFSP

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

\$ 493,748.00 Requested

Submitted: 7/6/2022 3:35:42 PM (Pacific)

Project Contact

Elyse George

egeorge@sandy.utah.gov

Tel: 801-568-7108

Additional Contacts

none entered

Sandy City/Sandy Arts Guild

10000 S. Centennial Parkway
 Sandy, UT 84070
 United States

Telephone 801-568-6097

Fax

Web sandyarts.com,
sandyamp.com

Mayor/CEO

Mayor Monica Zoltanski

mayor@sandy.utah.gov

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 mission of the Sandy Arts Guild is to develop, present, and engage residents of Sandy and the surrounding areas in special community and artistic experiences. The Guild is committed to providing programs that help all those who either live in or visit Sandy enjoy and have their hearts touched by the uplifting, unifying, and entertaining myriad of art experiences

The Sandy Arts Guild was founded in 1985 and incorporated as a 501(c)(3) non-profit organization in 1997. It is a wholly owned instrumentality of Sandy City, operating as the Local Arts Agency for the city.

The Sandy Arts Guild provides over 40 programs and events each year, encompassing multiple arts disciplines and impacting over 70,000 individuals. The largest portion of impact and programming is from the Sandy Amphitheater. The Arts Guild programming includes the Sandy Amphitheater concert season, four indoor theatrical runs (including a youth musical), a youth theater summer camp, multiple visual arts shows and competitions, the Interfaith Music Festival, an open mic night, and more. Programming includes free events for the public, as well as free and discounted tickets to paid events. It is an important part of the Sandy Arts Guild mission to provide arts experiences, regardless of socioeconomic background.

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.

This project will make significant and long overdue capital improvements for the guest experience at the Sandy Amphitheater. The project will expand the east side of the facility (adding more bathrooms, accessible concessions, water stations, improved egress) and improvements to the basement area for better accessibility and increased programming capacity. This project will impact both patrons and artists, with the largest impact on patrons. These spaces are still in their original form from 23 years ago and have reached their limit as the venue use and programming has grown. This project will make a huge difference in the patron experience, reducing crowding and chaos, adding more order, improving accessibility for all, and increasing programming.

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

This project fits within many of the listed CFSP Visions and Principles. It is the hub of a community arts organization and enables the development of local and professional artists. Making these capital improvements addresses a very current need in the local arts community, as well as solving future needs for the organization, allowing the expansion of programming. It is making a long overdue upgrade to an existing facility, as these spaces are still in their original form from 23 years ago.

Expanding the east side of the Amphitheater would make a huge difference in the patron experience, reducing crowding and chaos, adding more order, and improving accessibility for all. This expansion will create more space for concessions, merchandise, and egress pathways so all can navigate the space comfortably, including those with wheelchairs and other mobility accommodations. The expansion includes adding additional men's bathrooms - when the Amphitheater was first built, they only provided space for half the number of bathrooms for men as they did for women. While this was not an issue 23 years ago, this has caused huge lines and logistical issues as crowds have increased in the last 5 years.

The basement remodel would allow the Amphitheater to increase its organizational capacity, providing more space for larger production teams, in house staff, added laundry facilities, etc. It would also allow for additional dressing space and bathroom facilities for local dance and theatrical companies that use the Amphitheater. As the venue has grown, there has been an increased stress on the space backstage in the basement and the venue has reached its limit in what we can provide to our wide variety of programming uses. A remodel would allow us to be much more clever in how we are using the space, getting rid of dead space, and become more efficient. This will lead to increased programming for the community.

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.

This project is strongly supported by Sandy Mayor Monica Zoltanski, who has indicated this is the City's top priority in TRCC applications for this round of funding. The Sandy City Council is supportive of our efforts in expanding programming and service to the community. This project is also supported by a local concert production company, Postfontaine, with 28 years of experience in the concert industry. Additionally, we have received numerous pieces of feedback from patrons about the current space, wishing it wasn't so crowded and lines were shorter for concessions, restrooms, water stations, etc.

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

The Sandy Amphitheater's capacity is almost 3000 individuals, with 2750 capacity for patrons, plus staff, security, tour personnel, artists, etc. The current east plaza, which contains the concessions, restrooms, stage access, and all space for queuing, can only accommodate about 100 individuals at a time, not even 10% of the venue's capacity. The current men's public restrooms only has 8 stalls, which further crowds the eastside space with the long restroom line.

The basement only has 2 bathrooms, located in the dressing rooms for artists. There is no bathroom access for staff, tour personnel, security, etc. If any staff need to use the restrooms, they must walk out to the public restrooms, further increasing demand on the public bathrooms, adding more people to the crowded east side space, and taking staff from their jobs as they

wait in a long line. If tours need shower access, they must wait until the artists has finished for the day. This delays the tour departure to early morning hours, and keeps venue staff working overnight, sometimes multiple days in a row. Adding extra bathrooms for all staff to access with make operations run more efficiently and allow additional programming without burning out venue staff with unnecessary overnight work.

Attendance data for the last few years isn't accurate, as COVID canceled the 2020 season and only allow for a half season in 2021. Prior to the COVID-19 pandemic, there were 40,139 attendees in 2019. The 2022 season will be the largest attended summer yet, with over 55,000 attendees projected based on current ticket sales data (as of July 5).

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

The mission of the Sandy Arts Guild is to engage the community in arts experiences, whether they are patrons, artists, volunteers, etc. The largest portion of programming and impact is at the Sandy Amphitheater. When the venue opened in 1999, they produced very small local concerts and arts events. The programming and participation has grown significantly beyond the original vision 23 years ago. Today, the Amphitheater still hosts small local concerts, musicals, free community events, but also hosts large national tours with multiple production teams and sold out performances. The facility has reached its limit in many ways and in order to continue providing a wide variety of performances for the community and increase our impact, the Amphitheater needs to make some capital improvements to scale appropriately.

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.

We currently have over 50% of the project cost estimates as secured cash-in-hand and capital reserves to begin. The Arts Guild also operates on a deficit spending budget within the City, so working with a reimbursement grant would fit within our normal cash flow operations for the venue.

10. Document your ability to raise additional project funds.

In the case of actual project costs higher than estimated, additional project funds can be secured from incoming cell tower lease revenues, the operational fund balance from the previous fiscal year and through corporate sponsorships and donations.

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

This project will increase all sources of revenue at the Sandy Amphitheater. The basement remodel will allow us to increase programming, which will in turn increase rental and ticket revenues. The east side expansion will increase concessions and merchandise revenue streams, as we are able to serve more individuals. As these areas are already under maintenance, there will not be any additional ongoing expenses for these renovated spaces. Overall, this project will provide an ongoing net positive for the Sandy Arts Guild's future finances.

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.

Sandy Amphitheater - 1245 E 9400 S, Sandy UT

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 Sandy Amphitheater is owned by Sandy City, built in 1999. It is located on the corner of 1300 East and 9400 South in Sandy. The venue is in the middle of a park, also owned and operated by Sandy - Amphitheater Park. The Amphitheater has a capacity of 2,750: 2,000 reserved fixed seats (individual seats with backs and armrests, no bleachers) and about 750 spaces on the lawn where patrons can sit on blankets or lawn chairs.

The Amphitheater is wheelchair accessible. ADA seating is located throughout the venue at a variety of price points, including at the front of sections 1, 2, 3, Row K in Section 2, and on the Lawn (Lawn ADA seating is on concrete, so wheelchairs can be used there). There are two parking lots available - just west of the venue off of 9400 South and to the east off 1300 East, with ADA parking in both.

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.

The project comprises two large renovations. Both are currently in the design phase:

1. Public and basement bathroom expansions
2. East hillside construction to expand the useable space for guest services and amenities.

Bathroom expansion:

Five additional urinals are being added to the men's bathroom to help alleviate the line that often forms on the men's side. To create the space for this, the single user restroom is being re-arranged, and the entrance walls of the men's and women's bathrooms are being adjusted to preserve privacy with the new configuration. In addition, two drinking fountains are being added with a water bottle filler in addition to the one existing drinking fountain, which will help the line for water move more quickly. Downstairs, an existing office is being converted into a full bathing room with toilet, sink, and shower, as well as another room that will just have a shower. Design and full construction documents for the bathroom portion of the project will be completed in July 2022, and it will go out for contractor bid in August. Construction is intended to begin as soon possible once the theater shuts down for the season. It is expected to be complete in early 2023 before the Amphitheater reopens in spring 2023.

East hillside/plaza expansion:

The hillside adjacent to our east plaza will be adapted to provide for additional queuing and points of sale to better distribute the patrons and improve the speed of service. To create the space for this, the existing hillside will be terraced and reshaped in a manner conducive to improving the buyers experience when purchasing concessions and casual spaces for use to consume concessions or mingle with fellow concert goers. The final design is still in process. Design and full construction documents for the East Hillside are targeted for completion by August 2022, and it will go out for contractor bid in shortly thereafter. Construction is intended to begin as soon possible once the theater shuts down for the season. It is expected to be complete in early 2023 before the Amphitheater reopens in spring 2023.

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.

As these areas are already under maintenance and operation, there will not be any additional ongoing expenses for these renovated spaces.

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

Mearle Marsh, the Executive Director, will be the main project manager for this expansion. He has been the Executive Director for 21 years and managed many past capital projects for the organization, including two seating expansions at the Amphitheater and the construction of the indoor theatrical venue, The Theater at Mount Jordan.

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.

Final architectural information for the bathroom remodel portion of the project is attached in the Documents tab. Final designs for the eastside expansion are not yet completed but can be provided as soon as they are finished (anticipated in August).

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.

A cost estimate for both portions of the project have been added to the documents tab. As the eastside expansion is still in the design phase, the estimates only include construction costs (no permitting, professional services, etc) with a 50% contingency in the estimate - the final cost estimate will likely change with the completed design. A new estimate based on the final design for the eastside expansion can be provided as soon as it is available.

The current estimates for the project:

Bathroom remodel/expansion: \$252,269
 East side expansion: \$735,228
 Total project estimate: \$987,497

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? Attached Documents *

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



[TRCC Project Budget Worksheet](#)

[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



[FY21 Budget](#)

[FY22 Budget](#)

[FY23 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)



[Postfontaine Support Letter](#)

[Mayor Zoltanski Support Letter](#)

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)

[SL County Assessor Property Ownership and Details](#)

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)

[Bathroom Expansion Architectural Plans](#)

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

[Eastside Cost Estimate](#)

[Bathroom Construction Estimate](#)

[Bathroom Total Costs/Cover Letter](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

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

Application ID: 408517

EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 987,497.00
Total Funding Sources	\$ 510,530.00
County Funding Requested	\$ 493,748.00
Projected Surplus/(Deficit)	\$ 16,781.00

Date: March 3, 2023

Project Name: Sandy Amphitheater Guest Services Upgrades CSFP

Applicant Name: Sandy City/Sandy Arts Guild

Contact Name: Elyse George

Contact Email: egeorge@sandy.utah.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 679,967.00	
Consultants/Professional Services	\$ 5,000.00	
Permits/Fees	\$ 10,000.00	
Equipment > \$5,000		
Administrative Overhead		
Contingency	\$ 292,530.00	
Other		
Total Project Budget	\$ 987,497.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 300,000.00		\$ 300,000.00	In FY23 budget for this specific project
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve	\$ 210,530.00		\$ 210,530.00	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 510,530.00	\$ -	\$ 510,530.00	