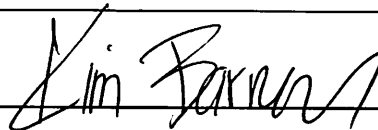


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
--------------------------------------	--

Date of Request	7/11/17
Requesting Staff Member	Valerie Price, Public Art Program Manager
Requested Council Date	07/18/17
Topic/Discussion Title	Resolution between Salt Lake County and the U of U for Kingsbury Hall
Description	Kingsbury Hall has requested TRCC/CFSP funds for upgrade to certain equipment to improve services for the hearing impaired, individuals with a mobility disability and people with sensory sensitivity, including people with autism.
Requested Action¹	Approve and Adopt Resolution
Presenter(s)	Valerie Price, Public Art Program Manager
Time Needed²	<5
Time Sensitive³	No
Specific Time(s)⁴	No
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2017

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND
UNIVERSITY OF UTAH FOR A CONTRIBUTION OF TRCC FUNDS TO
HELP FUND THE UPGRADE OF CERTAIN EQUIPMENT AT
KINGSBURY HALL**

RECITALS

A. Salt Lake County (the “County”) and University of Utah (the “University”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

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. In 2016, the University requested TRCC Funds from the County—through the County’s Cultural Facilities Support Program—to help it fund the project described in its Cultural Facilities Support Program Application. More specifically, the University requested TRCC Funds to help it fund the upgrade of certain equipment at Kingsbury Hall to improve services for: (1) the hearing impaired; (2) individuals who are mobility disabled; and (3) people with sensory sensitivity, including people with autism (the “Project”). The County Council appropriated TRCC Funds for this purpose in the 2017 Salt Lake County Budget.

D. The University and the County now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) wherein the County agrees to grant TRCC Funds to the University to help fund the Project and wherein the University agrees to abide by the terms and conditions outlined in the Agreement.

E. The County Council believes that its contribution and assistance under the Agreement will contribute to the prosperity, peace, and comfort of Salt Lake County residents.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and University of Utah is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2017.

Steve Debry, Chairperson


ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____
Council Member Wilson	_____

APPROVED AS TO FORM:

 Digitally signed by
Stephen Barnes
Date: 2017.06.13
10:49:34 -06'00'

Deputy District Attorney

ATTACHMENT A
Interlocal Cooperation Agreement between Salt Lake County and University of Utah

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and the

UNIVERSITY OF UTAH
for its Kingsbury Hall

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**, an institution of higher education and a body corporate and politic of the State of Utah, for and on behalf of its Kingsbury Hall (“University”). County and University may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

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

B. The 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 University is an institution of higher education and a body corporate and politic of the State of Utah as provided for in Utah Code Ann. § 53B-2-101(a).

D. The University has requested TRCC Funds from the County —through the County’s Cultural Facilities Support Program (CFSP)—to help fund the upgrade of certain equipment at Kingsbury Hall to improve services for: (1) the hearing impaired; (2) individuals who are mobility disabled; and (3) people with sensory sensitivity, including people with autism. The upgrade project and costs are more fully described in the University’s Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**.

E. The CFSP Advisory Board recommended that the County fund a portion of the costs associated with improving services for the hearing impaired and people with sensory sensitivity. In the CFSP Advisory Board’s opinion, the contemplated improvements for the

mobility disabled—installing additional ADA doors—is an operational issue that should be addressed and paid for by the University. The County Council appropriated TRCC Funds for the purposes recommended by the CFSP Advisory Board in the 2017 Salt Lake County Budget.

F. 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.

G. 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 OBLIGATIONS.

A. Contribution of TRCC Funds. Within ninety (90) days of the Effective Date of this Agreement, the County agrees to contribute Twelve Thousand Seven Hundred Twenty Dollars and No Cents (\$12,720.00) to the University from its TRCC Funds, all on the terms and subject to the conditions of this Agreement.

B. Past Due Balances. Any past due balances owed to the County may first be deducted before any distribution of funds to the University.

2 . UNIVERSITY’S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. The University acknowledges that the TRCC Funds provided to the University 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 University shall use the TRCC Funds provided under this Agreement solely to pay for a portion of the costs associated with improving services for the hearing impaired and people with sensory sensitivity, as such costs are more fully described in the University’s Cultural Facilities Support Program Application attached hereto as

EXHIBIT A.

(ii) The University 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 University's Cultural Facilities Support Program Application attached hereto as EXHIBIT A indicates that the University will make a matching contribution toward the purpose for which TRCC Funds will be used by the University under this Agreement, the University shall make the matching contribution so indicated in the amount specified in the University's Cultural Facilities Support Program Application. If the University fails to make such a matching contribution, the County may require repayment of TRCC Funds from the University for noncompliance with this provision.

D. Deadline to Expend TRCC Funds; Requirement to Return Funds. The University shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **June 30, 2018**. If the University does not fully expend or is unable to fully expend the TRCC Funds in accordance with this Agreement prior to June 30, 2018, the University shall immediately return any remaining TRCC Funds to the County. Additionally, if the University uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the University shall immediately pay to the County an amount equal to the amount of TRCC Funds contributed to the University under this Agreement (in this case, \$12,720).

E. Reporting Requirements. Within six months following receipt of the TRCC Funds provided under this Agreement, the University shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT B**, detailing how the TRCC Funds were expended. Additionally, if the University has not fully expended the TRCC Funds at the time the initial Disbursement of Funds Report is submitted to the County, the University shall, every six months thereafter, submit completed copies of the Disbursement of Funds Report to the County until the TRCC Funds have been fully expended.

F. Recordkeeping. The University 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 University's books. The University shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The University shall make its books and records available to the County at reasonable times.

G. Public Funds and Public Monies:

(i) The University 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 University’s possession.

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

(iii) The University 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).

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

I. Noncompliance. The University agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the University 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.

J. Representations.

(i) No Officer or Employee Interest. The University 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 University 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 and the director or other head of the University, (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 University's full expenditure of the TRCC Funds received under this Agreement and upon the University'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 University'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 in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

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

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

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

financing of such costs.

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

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and an officer vested with the executive power of the University 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 University's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the University. 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 University 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 University 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. There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Immunity Act, the County and the University 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 University 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 the University 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 University 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 University in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the University 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 University, 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 University of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the University 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 University 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 University to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the University on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the University of the occurrence thereof.

(b) The University 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 University under this Agreement was based upon the submission by the University of erroneous information, or the County reasonably determines that any representations made by the University 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 University;
and/or

(b) Seek repayment of any TRCC Funds previously paid to the University
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)-days 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 University and have been expended by the University 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 University 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 University.

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 University 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 University 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) approved, 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 the University warrants his or her authority to do so and to bind the University. The County may require the University to return all TRCC Funds paid to the University 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

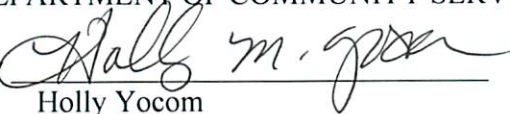
SALT LAKE COUNTY:

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20____

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By 
Holly Yocom
Department Director

Dated: July 10, 2017

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

Digitally signed by
 Stephen Barnes
Date: 2017.06.13
10:50:01 -06'00'

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE UNIVERSITY

UNIVERSITY OF UTAH

By _____

Name: _____

Title: _____

Dated: _____, 20____

Approved as to Form and Legality:

UNIVERSITY OF UTAH ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A
University's Cultural Facilities Support Program Application



Salt Lake County Cultural Facilities Support Program 2015 Application

2015 APPLICATION FORM

Project Title	ADA Required Systems
Project Address	1395 East Presidents Circle Salt Lake City, UT 84112
Contact Name	Gay Cookson
Contact Email	gay.cookson@kingsbury.utah.edu
Contact Phone	801.587.7844
Contact Address	1395 East Presidents Circle Salt Lake City, UT 84112
Organization Website	www.kingsburyhall.org

A. Project Eligibility

1. Project Location

Project located in County Council District # 6

See Salt Lake County website for Council District maps (<http://council.slco.org/html/distMap.html>)

2. Artistic/Cultural Discipline

Must check at least one

- ☒ Performing arts
- ☐ Visual arts
- ☐ Literature
- ☒ Film/mixed media
- ☐ Cultural history
- ☐ Other _____

3. Project Sponsorship

Must check at least one and attach appropriate documentation if noted

- ☒ A Salt Lake County 501(c)(3) organization (attach copy of current valid IRS certificate)
 - ☐ This organization is ZAP funded
- ☐ Local government entity within Salt Lake County
- ☐ Salt Lake County based educational institutions
 - The proposed facility must serve the general public, not only students
 - Individual K-12 schools are not eligible for this program
- ☐ A business registered with the State of Utah Department of Commerce and licensed within Salt Lake County (attach copy of business licenses)



Salt Lake County Cultural Facilities Support Program 2015 Application

B. Financial Information

Applicants must also fill out the attached financial information worksheet.

1. Project Budget

Total Project Budget	Amount \$ <u>32,669.62</u>
County Funding Requested	Amount \$ <u>16,334.00</u>
Funding Currently in Place	Amount \$ <u>3,300.00</u>

- Attach a detailed project budget, supported by a qualified professional.

2. Type of Funding

Consulting	Amount \$ <u>0</u>
------------	--------------------

- Demonstrate 50% match of requested amount required for consulting funding

Capital Funding

<input type="checkbox"/> New construction	Amount \$ _____
<input checked="" type="checkbox"/> Renovation/Remodel	Amount \$ <u>32,669.62</u>

- Demonstrate 10% match of requested amount required for capital funding

3. Project Funds Raised To-Date

• Cash	Amount \$ <u>3,300.00</u>
• Unrestricted Pledges	Amount \$ _____
• Restricted Pledges	Amount \$ _____
• Other _____	Amount \$ _____

4. Financial History

- Attach three years of your organization's budget to this application, including your current budget year.

Please see attached.



Salt Lake County Cultural Facilities Support Program 2015 Application

C. Project Narrative

Please attach a project narrative following the outline below and include any required documents at the end of your narrative. Please also attach any other information that strengthens your application.

1. All Applicants

- Organization overview
 - History
 - Programs & services offered
 - Audiences served
- Project description
- How the project fits within the Cultural Facilities Vision & Principles (see Guidelines)
- Evidence of community need justifying the project
 - Community need – this could include, but is not limited to, documented audience data (attendance), press coverage, feasibility study results, documented requests from community arts and culture organizations, etc.
 - Local support from community members, arts organizations, and others – this could include letters, editorials, formal requests, etc.
- Evidence the project is appropriately sized to the capacity and needs of your organization and the community
- Detail how the project is integral to your organization's mission
- Describe how your current project funding has been secured
- Document ability to raise required funds
- Analysis of the financial impact this project will have on your organization's future finances

2. Consulting Applicants

- Type of consulting services
- Goals & objectives of consulting services
- Scope of work
- Expected deliverables
- Payment schedule for the work and expenses
- Timeline

3. Capital Funding Applicants

- Site location
- Facility information
 - Describe current facility
 - Own or lease (provide deed to or contract to purchase real property or lease agreement either executed or pending agreement)
 - Lease terms
- Facility maintenance planning
- Overall project timeline



Salt Lake County Cultural Facilities Support Program 2015 Application

- Project management information
 - Key personnel & experience
 - Consultants & experience
- Architectural information including:
 - Site plan
 - Space program
 - Schematic design (optional)
- Construction information including:
 - Construction cost estimate based upon Space Program above
 - Master construction budget
 - LEED planning, if appropriate
 - Contingency plans for cost overruns
- Describe how you will fund future capital maintenance & operating expenses
- Five-year expense forecast
- Long term capital maintenance budget



Salt Lake County Cultural Facilities Support Program 2015 Application

Project Financial Information Details

	AMOUNT	NOTES
Total Project Budget	\$32,669.62	
Applicant Match	\$3,300.00	
Funding Sources Attach details on separate sheet including individual pledge amounts, pledge restrictions, in-kind donor details.		
Cash on-hand	\$3,300.00	
Pledges – Unrestricted	\$0	
Pledges – Restricted	\$0	
Pending or Projected Pledges	\$13,035.62	
In-kind Donations Must be from qualified, professional organization	\$0	
General Obligation Debt Structure		
Assessed Valuation	NA	
G.O. Debt Capacity	NA	
Outstanding G.O. Debt	NA	
Remaining G. O. Debt Capacity	NA	
Bonded Debt Summary		
Bond Issue	NA	
Purpose	NA	
\$ Issued	NA	
Interest Rate	NA	
Date Issued	NA	
Due Date	NA	
Bond Holder	NA	
Bond Issue	NA	
Purpose	NA	
\$ Issued	NA	
Interest Rate	NA	
Date Issued	NA	
Due Date	NA	
Bond Holder	NA	
Capital Reserve Amount How will you pay for cost overruns?	\$0	

A proposal to

**Salt Lake County
Center for the Arts
Cultural Facilities Support Program**

in support of

**Kingsbury Hall
ADA Required Systems**

Spring 2015

Organization Overview

History

Kingsbury Hall opened its doors on the University of Utah campus for the first time in 1930 as a new 2,000 seat home for the arts on campus. It was the founding home that launched many of Utah's most beloved performing arts organizations, including Ballet West, the Utah Symphony, the Utah Opera, Ririe-Woodbury Dance Company, and Repertory Dance Company. In 1996 it underwent a \$14 million renovation that restored it to its original splendor and made it a state-of-the-art performing arts center that added patron comfort, accessibility for the disabled as well as a state-of-the-art stage capable of handling even the largest touring productions.

In 2001, Kingsbury Hall evolved from a performance space to a performing arts presenter, bringing national and international artists, showcasing University of Utah performing arts students, and supporting the educational mission of the University of Utah by providing cultural and intellectual enrichment through performances, lectures and film as part of the Kingsbury Hall Presents series. Each year, nearly 125,000 unique patrons attend an event at Kingsbury Hall. The Kingsbury Hall Presents series features music (classical, jazz, folk, and bluegrass), modern dance, ballet, Broadway shows, opera, comedy, international artists, and children's theater. Programming ranges from family-friendly to cutting-edge and always reflects the highest level of quality.

During the 2015-16 season, our presenting season expands beyond the Kingsbury Hall stage into other venues and spaces on campus and in the community. To reflect this change, Kingsbury Hall Presents performing arts series re-brands to the name UtahPresents in late May. The mission of UtahPresents will also have increased community engagement activities associated with performances. The new name supports this expanded vision.

Programs and Services Offered

Presenting Series

As a gathering place for the community, Kingsbury Hall is a place to share ideas and to learn. Kingsbury's diverse programming appeals to people of different ages, varying interests, eclectic ethnicities, and differing levels of experience with the arts. The Kingsbury Hall Presents series features film, music (classical, jazz, folk, bluegrass, and world music), modern dance, ballet, Broadway shows, opera, comedy, international artists, and children's theater. The nature of presenting allows us to offer a variety of performance choices, which results in a broader, more diverse audience.

Kingsbury Hall Presents offers "Sensory Friendly" performances for patrons with special needs. Kingsbury Hall's Sensory Friendly programming provides an opportunity for families with children who have social and cognitive disabilities, including those on the autism spectrum, to enjoy the magic of the theatre in a calm and welcoming environment. These performances include environmental modifications to minimize sudden bursts of loud sounds or drastic changes in lighting. Typical rules that govern the theatre are relaxed, and the numbers of tickets sold are curtailed, offering space throughout the theatre for

standing and movement. These Sensory Friendly performances create a comfortable and welcoming environment for families.

Education and Community Engagement

An important component of Kingsbury Hall programming is engaging the communities we serve with education and outreach programs. These programs, which began with just one school matinee per year in 2001, have grown from serving 1,800 students annually to serving nearly 15,000 people per year by connecting guest artists and performances with various community partners in service of their needs and work. Education and Community Outreach Programs include:

- K-12 school matinees and support for teachers to integrate arts into core curriculum requirements,
- Professional development/arts teaching workshops for K-12 educators,
- Opportunities for University of Utah and high school students to learn from and perform with visiting artists,
- Free community performances in public spaces, including the Salt Lake City Library, the Utah Cultural Celebration Center, veteran facilities, and Salt Lake County Senior Centers,
- Discounted student tickets to Kingsbury Hall Presents performances, and
- Partnering with organizations such as the International Rescue Committee to distribute nearly 1,000 free tickets to underserved Salt Lake County residents.

Many outreach activities occur in conjunction with public performances and involve a more personal interaction with visiting artists through a variety of different formats including pre-performance lectures and post-show Q&A sessions. Kingsbury Hall seeks out artists who participate in outreach and value the opportunity to connect with the groups we serve.

Facility Rental

There are two other important functions of the facility of Kingsbury Hall. One is the revenue-producing business of using Kingsbury Hall as a rental facility. For-profit and not-for-profit organizations like concert promoters, dance schools, community arts associations, school groups, religious assemblies, and others regularly rent Kingsbury Hall for their events.

The other function of Kingsbury Hall is to host University of Utah functions including commencements, the medical school white coat ceremony, inaugurations, and lectures.

Audiences Served

Kingsbury Hall serves the community through the presenting series, community outreach activities, and use of the theatre by community groups. Approximately 125,000 people, at 175 different events, attend an event at Kingsbury Hall every year.

Kingsbury Hall provides access to an abundance of creative and cultural experiences for Utahns and visitors alike. Participants get inspired, feel connected, and gain new knowledge by engaging with renowned, world-class artists through workshops, discussions, and live performances. Kingsbury Hall's diverse programming appeals to people of

different ages, varying interests, a range of ethnicities and differing levels of experience with the arts.

There are several underserved community groups that are specifically targeted through arts education and community engagement events. Those groups include K-12 students, half of whom are from low-income families, educators, aging citizens, veterans, and people with special needs, including those on the autism spectrum. In the 2014-2015 season alone, 31 community engagement events, serving nearly 15,000 people, were offered.

Kingsbury Hall serves a unique niche in the Salt Lake County arts community. The two distinct qualities of being a large 2,000 seat auditorium and in an academic setting make Kingsbury Hall uniquely equipped to serve patrons who want to experience the arts as more than entertainment. Kingsbury Hall patrons experience artistic creativity, ignite dialogue, explore issues and ideas, catalyze information, and connect with other patrons.

Project Description

Kingsbury Hall offers over 175 events on its stage each year. Current ADA equipment is quickly becoming out of date making it difficult (and sometimes impossible) to make performances and facilities accessible to all patrons. A three-part equipment upgrade will make the possible improved services for:

1. The hearing impaired.
2. People who are mobility disabled.
3. People with sensory sensitivity, including people with autism.

1. Hearing Impaired. Twenty percent of Americans are deaf or hard of hearing. Cochlear implants and hearing aids make it possible for the hearing impaired to hear everyday speech but additional equipment is required to carry sound in a large auditorium from the stage to the audience. To make productions accessible and worthwhile to those interested in visiting Kingsbury Hall, some key pieces of equipment are needed. An induction loop will be installed in Kingsbury Hall's Nancy Peery Marriott auditorium to send sound directly to those patrons with cochlear implants. Using this technology has proven effective, is the economical choice, and will greatly enhance the experience of hearing impaired patrons.

2. Mobility Disabled. Kingsbury Hall set on a hill on the University of Utah campus. Currently, ADA access to the facility is difficult because disabled patrons park in designated spaces on top of the hill east of the building. Patrons with reduced mobility or in wheelchairs have to travel downhill to the front of the theatre, then back-track around to the eastside of the building to access the only ADA doorway. There is actually an existing ADA bridge that goes directly from ADA parking to the front doors, but ADA patrons cannot use it because there is not an ADA door into the theatre near the bridge. Kingsbury Hall will install two ADA approved doors that can be reached directly from the ADA bridge.

3. Sensory Sensitivity. Many people with social and cognitive disabilities, including people on the autism spectrum are sensitive to crowds and changes in light and sound. To create an environment where families feel comfortable and welcome, we will implement the following accommodations:

- Modulated sound and light levels
- Limited crowds, and space for standing/moving in and out of the auditorium
- Monitors showing what is on the stage so patrons can enjoy a performance from the if they need to leave the auditorium

To accomplish this, we need an Auto-Iris camera and new wireless lobby monitors to capture the scene on stage to give patrons the ability to fully participate in the performance from outside of the auditorium.

How the project fits within the Cultural Facilities Vision & Principles

Community participation in the arts is at the heart of Kingsbury Hall's mission. Through the presenting series and community outreach events, the goal is to create opportunities for connection between artist and audience, to ignite interest into the performing arts, and to provide arts education opportunities for students and community members.

Kingsbury Hall is a place where a full range of arts and cultural activities can flourish and a broad array of performances can be seen including music concerts, opera, ballet, modern dance, magic shows, acrobatics, comedy, Broadway performances, lectures, children's theater, and beyond. The size of Kingsbury Hall attracts artists of national and international reputation, while providing promising local groups a place to debut their work.

While Kingsbury Hall offers a state-of-the-art stage and auditorium, it is important to continue to upgrade the facility and equipment to keep Kingsbury Hall accessible for all patrons. Updates and upgrades enable the current and future needs of Salt Lake County residents to be met and ensures all community members are well served through performances at Kingsbury Hall.

Because Kingsbury Hall is located on the University of Utah campus, it is easily accessible for Salt Lake County residents through UTA Trax stations throughout the campus. Its connection to the University and frequent use by the community also warrant its readiness for a project of this significance. It is important to provide Salt Lake County residents with the ease of access and use to give all members of our community a vibrant experience when participating in the arts.

The ADA system upgrade will allow for greater collaboration between Kingsbury Hall and local community groups and organizations that work with disabled adults and children to work in more robust capacities. Through these expanded partnerships, a sustainable revenue stream will be strengthened.

Evidence of Community Need Justifying the Project

Community Need

The American with Disabilities Act (ADA) guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life. The ADA Standards for Accessible Design requires businesses and non-profit organizations to

comply with architectural standards and offer effective communication equipment for patrons with disabilities.

Four percent of Americans use a wheelchair or other assisted walking device according to the independence health and disability news source, Disabled World. Similar numbers are expected to apply in Utah. In addition to those who are handicapped, many patrons at Kingsbury Hall have limited mobility due to aging, illness, or injury.

According to the Hearing Loss Association of America, approximately 20 percent of Americans report some degree of hearing loss. According to the US Department of Health and Human Services, in 2010, 40 percent of children born deaf or hard of hearing in the United States received cochlear implants. With a newly installed induction loop, those with cochlear implants or hearing aids will be able to enjoy the theatre at the same level as neighboring patrons.

Many families with children having social and cognitive disabilities, including those on the autism spectrum, find themselves excluded from the traditional theatre experience.

Sensory Friendly Programming provides an opportunity for everyone to enjoy the magic of the theater. A designated quiet area with stage monitors allows families to take a break from the performance when necessary while still being able to enjoy the show.

Local Support

Approximately 125,000 patrons pass through Kingsbury Hall's doors each year to attend a variety of events. Kingsbury Hall is a place for the University students, K-12 students, community arts organizations, dance schools, artists, advocacy groups, and other community members gather because of its beauty, size, and accessibility.

Because of Kingsbury Hall's extensive reach into the community, providing patrons with superior equipment to ensure the arts flourish in Salt Lake County is important. Up to date facilities and equipment that service the patrons will ensure every group is able to enjoy to the fullest potential the magnificent productions offered.

Several community partners collaborate with Kingsbury Hall each year to co-produce and attend arts education outreach events. Just some of these groups include Granite School District, Murray School District, Salt Lake City School District, Salt Lake Community Action Program, KUER, KUED, Hinckley Institute of Politics, Tanner Humanities Center, and ShareTix Foundation.

Please see attached Letters of Support from Salt Lake County community members.

Evidence the project is appropriately sized to the capacity and needs of your organization and the community

Kingsbury Hall is one of the largest performing arts center in Salt Lake County, with approximately 125,000 community members attending events annually. Kingsbury Hall caters to a wide variety of community members, many with disabilities, and aims at providing all patrons with an exceptional experience when participating in the performing arts. The equipment exists to enhance the experiences of those with hearing loss and

mobility disabilities and Kingsbury Hall aims at utilizing this up to date equipment to provide the best experience to all participants.

Detail how the project is integral in our mission

The mission of Kingsbury Hall is to advance artistic and educational excellence in the performing arts in our community; to present artists of national and international importance as well as showcase emerging local artist including University of Utah performing arts students.

In order to serve the whole Salt Lake County community, Kingsbury Hall must cater to the needs of its residents. By providing modern ADA standard entranceways and equipment, the experience of a wider audience will be enhanced and a more diverse community will be serviced and welcomed to Kingsbury Hall. The installation of an induction loop will create a better experience for the hearing impaired. A state-of-the art auto iris camera and monitor system will enhance Sensory Friendly productions. As it becomes evident that the facility offers an exceptional experience to those on the autism spectrum, deaf and hard of hearing, and to those with mobility challenges, many more individuals will be comfortable to attend performances at Kingsbury Hall. Upgrades will enable additional nonprofit organizations and community arts groups to use the facility and therefore provide modern services to their audiences as well.

Describe how current project funding has been secured

Kingsbury Hall depends on funding from a variety of sources. With strong community support, funds have been and will be requested from a variety of private, corporate, and government sources.

Kingsbury Hall has designated \$3,300.00 for funding of this project from its Fiscal Year 2016 budget.

Documented ability to raise required funds

Thanks to a reputation for presenting the best in performing arts, Kingsbury Hall is able to rely on continued funding from a variety of sources, including ticket sales, facility rentals, and corporate, foundation, and individual donations. Kingsbury Hall is located on the campus of the University of Utah and receives a small percentage of its programming and administrative funding from the University.

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

The Kingsbury Hall Re-envisioning Committee produced a report in 2013 on the operation and physical space of Kingsbury Hall to assure it was being used most fully to serve the community and students and achieve fiscal sustainability. There was a recommendation for a ADA system upgrades that would better serve constituents and attract a wider audience, bringing in more vendors and stabilizing the revenue stream.

ADA system enhancements will enable additional community organizations and businesses to use the facility. Because of stronger capacities in serving a wider audience base, collaboration between Kingsbury Hall and local community groups and organizations create more opportunities for facility usage and create a sustainable revenue stream.

Site Location

Kingsbury Hall is located on the University of Utah campus at 1395 East Presidents Circle, Salt Lake City, UT 84112. Because of its proximity to UTA Trax stations, it is easily accessible to residents of Salt Lake County.

Facility Information

Kingsbury Hall was built in 1929 and opened to the public in 1930. In 1996 it underwent a \$14 million renovation that made it a state-of-the art performing arts center. Presently, Kingsbury Hall is a department of the College of Fine Arts at the University of Utah. The lease has no term limits and no rental payments are made on the building by Kingsbury Hall.

Facility maintenance planning

Though Kingsbury Hall does not pay rent, it is responsible for capital improvements and maintenance of the building. The equipment currently used is out of date and often require maintenance at a higher frequency than new equipment would necessitate, making this upgrade the cost effective choice.

Overall Project Timeline

If this request is granted, Kingsbury Hall intends to purchase equipment in spring 2016 and will be prepared to have installed immediately.

Project Management Information

Key Personnel and Consultant Experience

Brooke Horejsi is the Executive Director of Kingsbury Hall and Assistant Dean of the College of Fine Arts. Brooke has served as the Deputy Director of Fine Arts Programming at the College of Saint Benedict/Saint John's University, a campus based arts presenter with a series of over 30 performing & visual artists each year. Prior to that, Brooke held several positions, including Director of Booking and Company Manager, with VEE Corporation, producer of touring family entertainment such as SESAME STREET LIVE! She has Bachelor of Arts degrees in Spanish, English and Theater from the University of Minnesota, and received her Master of Arts degree in Arts Administration from the University of Oregon, Eugene. She has served as adjunct faculty and has a variety of grant panel and board service experience with organizations such as Minnesota Citizens for the Arts and the Minnesota Presenters Network. In 2012, Brooke was chosen to be a member of the

Association of Performing Arts Presenters Leadership Development Institute Collaborative Inquiry: Know and Connect with Community research cohort.

Robin Wilks-Dunn has been Kingsbury Hall's Education and Outreach Coordinator since June 2003, expanding the Kingsbury Hall Presents outreach programs from one school matinee per year to more than 20 community and educational outreach events per year. Robin expanded the reach of Kingsbury's presenting series to a group of underserved individuals in Salt Lake County through new Sensory Friendly productions.

Randy Rasmussen, Production Manager, studied Technical Theater and Studio Art at Southern Utah University. He has worked in theater at the University of Utah since 1990 and has been at Kingsbury Hall since 1997. He has worked with Plan B Theater, a local community theater, for over 20 years and has toured nationally and internationally. Recently Randy was awarded the Governor's Leadership in the Arts Award for his work at Plan B Theater. He has also received 16 Slammys, the City Weekly Arts Award, for many of the production he has worked on as a set designer and technical director. In his role at Kingsbury Hall Randy manages all technical aspects and stage management of productions and is the main contact and consultant to determine the need and feasibility of this project.

Equipment information

Please see attached for vendor quoted estimates.

Induction Loop

Stationary Transmitter (72 MHz)	\$689.00	x1	\$689.00
Universal Rack Mounting Kit	\$60.00	x1	\$60.00
Universal Antenna Kit (72 and 216 MHz)	\$89.00	x1	\$89.00
Intelligent DSP RF Receiver (72 MHz)	\$189.00	x55	\$10,395.00
Intelligent Earphone/Neck Loop Lanyard	\$59.00	x14	\$826.00
Universal Ear Speaker	\$16.00	x55	\$880.00
Universal Stereo Headphones	\$23.00	x10	\$230.00
Intelligent 12-Unit Charging Tray	\$319.00	x5	\$1,595.00
Assistive Listening Notification Signage Kit	\$19.00	x1	\$19.00
<u>Induction Loop Total</u>			<u>\$14,783.00</u>

Auto Iris Camera and Monitors

Panasonic Fixed Camera	\$378.00	x1	\$378.00
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Wirepath Dome Indoor Camera	\$378.00	x1	\$378.00
Panasonic CCTV Zoom Lens	\$184.00	x1	\$184.00
Camera Replacement Setup	\$225.00	x1	\$225.00
URC Total Control Key-Pad	\$199.00	x1	\$199.00
Strong Tilt Mount	\$99.98	x4	\$399.52
URC MRX2 System Controller	\$199.00	x2	\$398.00
Samsung 28" LED w/ USB Media Player	\$499.00	x4	\$1996.00
URC Advanced Network System Controller	\$600.00	x1	\$699.00
Misc. Hardware, Equipment, Cables	\$400.00	x1	\$400.00
Marshall H.264 Encoder/Decoder	\$299.95	x2	\$599.90
Service Installation	\$4,800.00	x1	\$4,800.00
<u>Auto Iris Camera and Monitors Total</u>			<u>\$10,656.42</u>

ADA Approved Doorways

Door Chime	\$1,230.20	x1	\$1,230.20
Doors	\$3,000	x2	\$6,000
<u>ADA Doors Total</u>			<u>\$7,230.20</u>

Overall Project Total **\$32,669.62**

Construction Information

Cost estimates

Cost estimates are based on quoted equipment prices and installation rates from retailer.

Please see attached estimates.

Master planning

In house staffer Randy Rasmussen, with over 20 years' experience in installation and maintenance of performing arts equipment, will support the installation of proposed equipment.

Contingency plan for cost overrun

Costs are based on retail prices of equipment. Installation fees are industry standard and are not expected to shift.

Future funding of capital maintenance and operating expenses

Operating expenses to maintain the ADA equipment are built into the annual operating budget.

Five-year expense forecast

Maintenance on current equipment is built into annual operating expenses and Kingsbury Hall does not anticipate additional services needed on the proposed equipment.

Long-term capital maintenance budget

Equipment maintenance is already included in annual operating budget.

3/11/2015
Quote # 23533



Randy Rasmussen
Kingsbury Hall
1395 East Presidents Circle
Salt Lake City, UT 84112

RF Assistive Listening System for Kingsbury Hall

Dear Randy,

Thank you for thinking of Listen! We're very excited to be working with you on your next project. We know you have a choice of who you work with and we think you'll find a great partner in us. Here are a few reasons why:

- We offer exceptional support! What do we mean by this? We have live support agents waiting to assist you with questions, as well as a comprehensive warranty on all of our products which ensures quality performance for a long time to come.
- We pride ourselves on shipping 99% of our orders out the same day we receive them.
- We know that you may need to try something out before you buy it, so we offer a free, no-obligation, 30-day demo of a small evaluation system.

Description	Part Number	Unit Price	Quantity	Extended Price
Stationary RF Transmitter (72 MHz) (North America)	LT-800-072-01	689.00	1	\$689.00
Universal Rack Mounting Kit	LA-326	60.00	1	\$60.00
Universal Antenna Kit (72 and 216 MHz)	LA-122	89.00	1	\$89.00
Intelligent DSP RF Receiver (72 MHz)	LR-4200-072	189.00	55	\$10,395.00
Intelligent Earphone/Neck Loop Lanyard	LA-430	59.00	14	\$826.00
Universal Ear Speaker	LA-401	16.00	55	\$880.00
Universal Stereo Headphones	LA-402	23.00	10	\$230.00
Intelligent 12-Unit Charging Tray	LA-381-01	319.00	5	\$1,595.00
Assistive Listening Notification Signage Kit	LA-304	19.00	1	\$19.00
TOTAL				\$14,783.00

3/11/2015
Quote # 23533



Listen also provides solutions for assistive listening, tour group equipment, soundfield, language interpretation, and conferencing. If you'd like more information on any of these solutions, please contact us directly at +1.801.233.8992 or visit us at www.listentech.com. Thank you again for this opportunity. We look forward to working with you.

Sincerely,

Cory Schaeffer
Vice President of Sales, Worldwide
cory.schaeffer@listentech.com

p.s. Please follow Listen on [LinkedIn](#). We share information on legislative standards, industry information, assistive listening news, new products, and much more.

*This quote is valid for 90 days, and does not include sales tax, GST, shipping or installation.

*All transactions are in US Dollars (USD) and are shipped FOB from Bluffdale, Utah USA.



TV Specialists, Inc.

180 East 2100 South • Salt Lake City, UT • 84115
Phone 801-486-5757 • Fax 801-486-7566
www.tvspecialists.com

SALES QUOTE

SQ-101316

3/25/2015

Customer		Contact	Ship To				
UNIVERSITY OF UTAH 201 S PRESIDENT CIR. #145 ACCTS PAYABLE SALT LAKE CITY, UT 84112 Tel: (801) 581-6976			KINGSBURY HALL RANDY S PRESIDENT CIR. SALT LAKE CITY, UT 84112 Tel: (801) 581-6976				
Account	Terms	Pay Due Date	Account Rep	Schedule Date			
UOFU2	NET 20	4/14/2015	Mike B.	3/25/2015			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-101316			Company Delivery	1	4/7/2015 5:06:05PM		
L Item	Description	List Price	Qty	Price	UM	Amount	
1	CAMERA REPLACEMENTS, TV ADDITIONS W/ ON/OFF CONTROL.						
2 WVCP624	PANASONIC CCTV COLOR Compact Day/Night Fixed Camera featuring Super Dynamic 6		1	\$378.00	EA	\$378.00	
3 WPS300DOMAWH	Wirepath DOME INDOOR CAMERA WITH IR WHT	\$500	1	\$378.00	EA	\$378.00	
4 WVL2628S	PANASONIC CCTV 8X VF ZOOM LENS	\$284	1	\$184.00	EA	\$184.00	
5 INSTALL	CAMERA REPLACEMENT/ SETUP		1	\$225.00	EA	\$225.00	
6							
7	TV ADDITIONS and REMOTE ON/OFF CONTROL						
8 MISC	URC TOTAL CONTROL KEY-PAD		1	\$199.00	EA	\$199.00	
9 SMTM	STRONG TILT MOUNT 23"-36" BLACK	\$199	4	\$99.88	EA	\$399.52	
10 MISC	URC MRX2 SYSTEM CONTROLLER		2	\$199.00	EA	\$398.00	
11 HG28NC670AFXZA	SAMSUNG 28" LED W/USB MEDIA PLAYER		4	\$499.00	EA	\$1,996.00	
12 MRX10	URC ADVANCED NETWORK SYSTEM CONTROLLER		1	\$699.00	EA	\$699.00	
13 MISC	MISC HARDWARE AND EQUIPMENT, AND CABLES		1	\$400.00	EA	\$400.00	
14 VS11	MARSHALL H.264 ENCODER / DECODER	\$350	2	\$299.95	EA	\$599.90	
15 INSTALL	ESTIMATE FOR SERVICE DEPT INSTALLATION		1	\$4,800.00	EA	\$4,800.00	
16	Every install comes with a standard 90 day warranty on all installation labor. Contact your salesmen about 1 year or 2 year extenstions on the labor warranty.						
		Tax Details EXEMPT \$0.000		Taxable		\$0.00	
				Total Tax		\$0.00	
				Exempt		\$10,656.42	
				Total		\$10,656.42	
				Balance		\$10,656.42	

EXHIBIT B
Disbursement of Funds Report

1200

FORM B

**RECIPIENT ORGANIZATION'S
DISBURSEMENT OF FUNDS
REPORT**

This report is to be filed with the Council and Mayor's Offices within six months of receipt of the money. If further contributions are desired, the report must be filed with the Council and Mayor by September 1st of each year.

Name of Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Fax: _____

Amount: \$ _____

Date Received: _____

Please describe how the money was spent; include who was helped, what other contributions were made to your program, etc.: