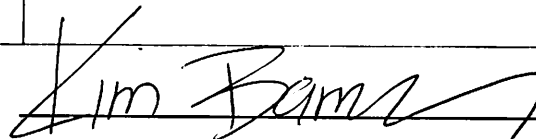


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

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

Date of Request	6/21/17
Requesting Staff Member	Michelle Hicks, Mayor's Office
Requested Council Date	6-27-17
Topic/Discussion Title	TRCC U of U Natural History Museum
Description	Resolution to Approve an agreement to expend TRCC Funds to the U of U for two capitol projects at the Natural History Museum.
Requested Action¹	Approve
Presenter(s)	Michelle Hicks
Time Needed²	<5
Time Sensitive³	No
Specific Time(s)⁴	No
Contact Name & Phone	Michelle Hicks, 87008
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 it.

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 TWO CAPITAL PROJECTS AT THE NATURAL HISTORY MUSEUM OF UTAH

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 two capital projects at the Natural History Museum of Utah. The capital projects are intended to: (1) improve the environment of the outdoor terraces on the south side of the Natural History Museum with the addition of structures that provide shade, data, and power; and (2) enhance the acoustic environment in the Museum’s primary indoor gathering space known as the Canyon (the “Projects”). 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 Projects 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: 2017.06.16
11:59:11 -06'00'

Deputy District Attorney

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

County Contract No.

DA Log No. 17-08415

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

for its Department of Community Services

and the

UNIVERSITY OF UTAH

for its Natural History Museum of Utah

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **UNIVERSITY OF UTAH**, an institution of higher education and a body corporate and politic of the State of Utah, for and on behalf of its Natural History Museum of Utah (“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—to help it fund two capital projects at the Natural History Museum of Utah (the “Museum”), as more fully described in its Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**. The capital projects are intended to: (1) improve the environment of the outdoor terraces on the south side of the Natural History Museum with the addition of structures that provide shade, data, and power; and (2) enhance the acoustic environment in the Museum’s primary indoor gathering space known as the Canyon. The County Council appropriated TRCC Funds for this purpose in the 2017 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 OBLIGATIONS.

A. Contribution of TRCC Funds. Within ninety (90) days of the Effective Date of this Agreement, the County agrees to contribute One Hundred Thirty-Three Thousand Dollars and No Cents (\$133,000.00) 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 fund a portion of the two capital projects at the Museum, as more fully described in its Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**. These capital projects are intended to: (1) improve the environment of the outdoor terraces on the south side of the Natural History Museum with the addition of structures that provide shade, data, and power; and (2) enhance the acoustic environment in the Museum’s primary indoor gathering space known as the Canyon.

(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, 2019**. If the University does not fully expend or is unable to fully expend the TRCC Funds prior to June 30, 2019, 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, \$133,000).

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:

(c) 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: _____, ____

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY



Digitally signed by
Stephen Barnes
Date: 2017.06.16
11:59:43 -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

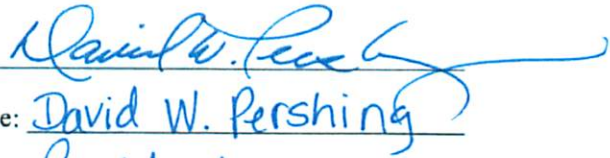
By _____

Name: _____

Dated: _____, 20____

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE UNIVERSITY

UNIVERSITY OF UTAH

By 
Name: David W. Pershing
Title: President
Dated: June 20, 2017

Approved as to Form and Legality:

UNIVERSITY OF UTAH ATTORNEY


By 
Name: Alice L. Whitacre
Associate General Counsel
Dated: June 16, 2017

EXHIBIT A
University's Cultural Facilities Support Program Application



**Salt Lake County Cultural Facilities Support Program
2015 Application**

2015 APPLICATION FORM

Project Title	Enhancements to NHMU Indoor/Outdoor Cultural Spaces
Project Address	Natural History Museum of Utah Rio Tinto Center University of Utah 301 Wakara Way Salt Lake City, UT 84108
Contact Name	Chris Eisenberg
Contact Email	ceisenberg@nhmu.utah.edu
Contact Phone	801.585.1437
Contact Address	see above
Organization Website	nhmu.utah.edu

A. Project Eligibility

1. Project Location

Project located in County Council District # 4

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

2. Artistic/Cultural Discipline

Must check at least one

- ☐ Performing arts
- ☐ Visual arts
- ☐ Literature
- ☐ Film/mixed media
- ☐ Cultural history
- ☒ Other Natural and cultural history

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>266,050.00</u>
County Funding Requested	Amount \$ <u>133,025.00</u>
Funding Currently in Place	Amount \$ <u>133,025.00</u>

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

2. Type of Funding

Consulting Amount \$ _____

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

Capital Funding

☐ New construction Amount \$ _____

☐ Renovation/Remodel Amount \$ _____

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

3. Project Funds Raised To-Date

• Cash	Amount \$ <u>133,025.00</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 find attached a one-page summary of
FY 2012 to FY 2014, plus three years
of ZAP Tier I program financials



Salt Lake County Cultural Facilities Support Program 2015 Application

Project Financial Information Details

	AMOUNT	NOTES
Total Project Budget	\$266,050	
Applicant Match	\$133,025	
Funding Sources Attach details on separate sheet including individual pledge amounts, pledge restrictions, in-kind donor details.		
Cash on-hand	\$133,025	
Pledges – Unrestricted		
Pledges – Restricted		
Pending or Projected Pledges		
In-kind Donations Must be from qualified, professional organization		
General Obligation Debt Structure		
Assessed Valuation		
G.O. Debt Capacity		
Outstanding G.O. Debt		
Remaining G. O. Debt Capacity		
Bonded Debt Summary		
Bond Issue		
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
Bond Issue		
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
Capital Reserve Amount How will you pay for cost overruns?		We will take cost overruns out of our unrestricted operating reserves

**Salt Lake County Cultural Facilities Support Program
2015 Application
Natural History Museum of Utah**

Project Title: Enhancements to NHMU Indoor/Outdoor Cultural Spaces

PROJECT NARRATIVE

Organization Overview

History

In 1963, at the urging of many Utah citizens, the State of Utah enacted legislation establishing a natural history museum at the University of Utah. The Museum opened to the public in 1969 in an adaptive use of the historic University library. It was first accredited by the American Alliance of Museums in 1971, and most recently reaccredited in 2011. In late 2011, the Natural History Museum of Utah (NHMU) opened its new home, the Rio Tinto Center, on an extraordinary 17-acre site located on the Bonneville Shoreline Trail and including a 5.27-acre oak forest protected by a conservation easement held by Salt Lake County. The funding for the project came from a robust public/private partnership that included the U.S. Congress, State of Utah, Salt Lake County voters, the University of Utah and more than 400 gifts from generous individuals, foundations and corporations. Scholars, scientists, educators, tribal elders, and many others throughout Utah provided intellectual content for the new museum. In the more than three years since opening, the new Museum has received international media coverage and critical acclaim, all reflecting great credit on the contributions made by Utah citizens to the state museum of natural history.

Programs & Services Offered

The Rio Tinto Center provides a powerful new platform for the Museum's work, offering visitors 10 interactive exhibition galleries, focusing on the natural history of Utah and surrounding regions, and united by global themes of ecology, evolution, diversity and energy. The Rio Tinto Center also includes a special exhibitions gallery with the rigorous security, light and climate control that is a pre-requisite for major traveling and Museum-produced changing exhibitions. Since opening, the special exhibitions gallery has hosted five major special exhibitions, including our own *Weaving a Revolution*, *Nature Unleashed* and *Chocolate: The Exhibition*, both produced by The Field Museum in Chicago, *The Horse* and *Extreme Mammals* from the American Museum of Natural History.

In addition to a regular schedule of changing exhibitions, the on-site visitor experience includes a diverse menu of programming. Visitors have regular opportunities to interact with scientists and educators by means of a working paleontology laboratory, in-gallery science demonstrations, *Scientist in the Spotlight* programs, a popular annual *Behind the Scenes* weekend, and theater, music, dance and lectures. K-12 students, most paying no admission, are offered all of this through field trips that include museum-developed

curriculum aligned with the Utah State Science Core Curriculum Standards. Fee-based programs include birthday parties, classes, and summer camps.

Audiences Served

Resident families; adults seeking cultural and intellectually stimulating experiences; K-12 children, including science-ambitious teens; tourists; and educators, particularly those teaching science, are the Museum's primary audiences. Last year, the Museum served almost 300,000 people on-site. Geographically, and as a percentage of our overall visitation, our audience breaks down as follows:

Salt Lake County residents: 63.5%

Utah residents outside of Salt Lake County but within 50 miles: 18%

Utahns beyond 50 miles: 3.5%,

U.S. and international tourists: 15%

NHMU is mindful of its role as the state museum of natural history, located in the capital city and most populous county in Utah and with the explicit intent to serve Utah residents, represent Utah to the world, and act as a trailhead to the state. The Museum regularly hosts civic gatherings, conventions, national and international corporate events, tour companies and journalists, travel writers and bloggers from around the globe and, performs exceptionally well in online rankings. This collective exposure allows us to reach many prospective visitors inside and outside of Salt Lake County. We continue to leverage the extensive national and international media coverage of the new building and high profile research announcements to reach local and tourist audiences and to strengthen other strategic partnerships, such as those with the Utah Office of Tourism, Foothill Cultural District, City Creek Friends and Family program, the Visit Salt Lake Connect Pass, etc.

Project Description

As we designed the new home for the Natural History Museum of Utah, we set out to build a Museum that would serve our community in myriad ways. The goal was to create a premier research and civic institution, a center for science education, a state-of-the art exhibition space that tells the remarkable story of Utah and the West, a climate controlled and seismically stable home for the Museum's irreplaceable collections, a place for gathering and convocation that is reflective of the natural world it interprets.

As we approach our fourth anniversary in our new home, we're very pleased — and deeply grateful — with the response to date. Community feedback about the new Museum has been extraordinary. The Museum ranks as Salt Lake City's top paid attraction on Trip Advisor. Press reviews from organizations including *The New York Times*, *Wall Street Journal*, *Associated Press*, and *Salt Lake Tribune* have been tremendous. The Museum, including its building, design, construction, engineering, exhibitions, digital media, and public artworks, has garnered 30 regional, national, and international awards. And we are particularly pleased that the Museum achieved LEED® Gold certification by the U.S. Green Building Council for energy efficient and

environmentally-responsible design and construction.

At the same time, we're also aware of the tremendous potential that remains. And that is the reason for our application.

Resting on the boundary between Salt Lake City's urban and wild lands with soaring public spaces and breathtaking views of the city, Great Salt Lake, mountains, and sky, the Museum is an extraordinary venue for a wide range of indoor and outdoor activities and public events. Live music and dance performances, community festivals, film screenings, thought-provoking lectures exploring some of the most pressing issues of our day — hundreds of them have been held at the Museum since opening. **And as we've hosted these events, it's become clear to us— in nearly every case — that the experience for attendees and performers would have been even better with the addition of enhanced indoor and outdoor performance spaces.**

With this proposal, the Museum seeks to do just that. With matching funds from the Salt Lake County Cultural Facilities Support Program, the Museum intends to:

- Improve the environment on the outdoor terraces on the south side of the Museum with the addition of structures that provide shade, data, and power.
- Enhance the acoustic environment in the Museum's primary indoor gathering space, the Canyon.

We commissioned GSBS Architects, the architect of record for the Rio Tinto Center, to conduct the design and engineering studies necessary to achieve these goals. A number of options were considered, and the final decisions are described below. The total budget for this project is estimated at \$266,050.

South Terrace Enhancements

Using the design services of GSBS Architects — the same firm that helped to create the new Museum — we've developed a plan to provide expanded and enhanced use of the exhibit terraces on the south side of Rio Tinto Center. While the terraces currently contain some exhibits, their use has been limited by the lack of shade and other amenities. The improvements would include shade structures and additional power, lighting, and data capabilities. These features would leverage the investment already made to create these areas, and expand their uses to a wide range of performing and cultural programs, school groups, summer camps, private functions, and similar activities.

After considering the cost and benefits of permanent, metal shade structures, and whether or not to shade all four of the south terraces, we have decided the most prudent approach is to place fabric shades over three of the four terraces (the fourth is small and in shade for much of the day). The shading component is estimated to include approximately 3,600 square feet of custom-designed fabric shading, supported by permanent decorative steel columns inspired by the Museum's architectural design. The fabric shading would be erected each spring and removed mid-fall, at a similar time as our current fabric shading on the roof seating on the west terrace of the facility. This will allow for use

throughout the summer season, while protecting the material during the winter months, when use would be limited by weather conditions.

The additional power, lighting, and data capabilities included in the project will expand the available hours of use on the terraces, while also enhancing the capabilities for performances, instructional programs, summer camps, and more.

Canyon Acoustic Enhancements

The soaring spaces, faceted walls, and sweeping views of the Museum's grand lobby, the Canyon, make for a visually dramatic — but acoustically challenging — environment. Acoustic studies by Spectrum Engineers completed as part of this project confirm what we've heard ourselves, and from others — the space is a difficult one in which to enjoy music, spoken word events, dance performances, and other programs — especially when crowds are present. A primary contributor to the problem is longer-than-ideal reverberation times caused by the hard surfaces on the Canyon walls.

A variety of acoustic treatments, including roll-down fabric “shades” and removable fabric “walls,” as well as sophisticated speaker systems with pin-point acoustic accuracy, were considered by the engineers. Based on Spectrum's recommendation, the Museum intends to begin by adding approximately 2,800 square feet of permanent acoustic treatment to the wall surfaces in the Canyon. The acoustic materials will be selected and installed so as to increase sound wave absorption, reduce reverberation, and provide maximum aural benefit, without compromising the stunning architectural appearance. At the advice of the engineer, treating the wall surfaces is the most important and effective solution, and future upgrades to the audio equipment could be explored after these initial enhancements are completed.

How the project fits within the Cultural Facilities Vision and Principles

The Museum partners with a broad variety of organizations to offer a wide spectrum of performances, lectures, and public discussions. They range from organizations that serve primarily students like Tanner Dance's Children's Dance Theatre, Wasatch Eagle Dancers, DF Studio Hip Hop Dancers, departments of Modern Dance and Theatre at the University of Utah, and others to professional organizations such as Utah Symphony | Utah Opera and Ririe Woodbury Dance Company. Community music groups such as the Lab Dogs have performed onsite. Speakers and panels have ranged from scientists such as Louise Leakey and Caleb Scharf to a Doug Fabrizio-led discussion for the inaugural Salt Lake Design Week event. The Museum has been the site for community events such as the Governor's Indigenous Day and Mexican-consulate-hosted Mexican Independence Day. The Museum offers a mix of ticketed and free-of-charge events to meet the broad needs of our community.

The growing demand for a diverse range of cultural activities in the Museum's home, the Rio Tinto Center, has been an unexpected, but gratifying, surprise since opening in late 2011. The award-winning architecture has inspired the creation of several new works by dancers, musicians, and artists, and both professional and community groups are

increasingly interested in performing in the space and on the site. However, performance was not a primary design goal for Museum architects, and as a result the existing spaces are less than ideal. Expanding the number of spaces available by adding shade and power to the Museum terraces and improving the acoustic quality of the Canyon, the largest space available for performance, will enable us to offer better, and more, performances to the community in partnership with the rich panoply of arts and cultural organizations in Salt Lake County. As Shirlee Silversmith, Director of the Utah Division of Indian Affairs, states, “Improving the sound and adding shade structures will provide far greater opportunities for both our office and many tribal and other native groups for which the Museum is a powerful venue for ceremonies, performances, and events.” The strong interest in these potential improvements is reflected in additional letters of support from KRCL, the University of Utah College of Fine Arts, and Utah Symphony | Utah Opera.

The new Museum has been open more than three years, and has demonstrated its ability to partner with a wide variety of non-profit, educational, community, and professional organizations. We are committed to sharing the cost of these capital upgrades to the Rio Tinto Center and are grateful for the County’s thoughtful consideration of partnering with us. We are committed to maintaining the County-supported upgrades through our annual operating budget. And we are committed to broadening artistic and cultural offerings at the Museum into the future.

Evidence of community need justifying the project, evidence it is appropriately sized, details of how the project is integral to our mission

The mission of the Museum is to illuminate the natural world and the place of humans within it. From the earliest conception of the new Museum, we recognized that people view the world through many different lenses. Some are analytical, some prefer words, some use artistic expression; our goal was to provide accommodation for all of these styles of learning in both our exhibits and programs. The proposed project focuses on museum programs, which range from science education (summer camps, school tours, lectures, etc.) to artistic interpretation (theatre, dance, music), and we work to meld the two in as many ways as possible. For example, Tanner Dance’s Children’s Dance Theatre is a partner with the Museum in summer science camps, adding movement and music to the science learning.

Since late 2012, the Museum has hosted more than 125 events in the Canyon that required amplified sound for almost 50,000 participants. Because of the challenging acoustic environment, the quality of the experience has suffered. Because the amplified sound (both music and speech) is muddy, people in the space tend to raise their voices to talk over the sound, resulting in cacophony. Our audio engineers refer to this as the “cocktail reception effect,” and it is very frustrating for performers and audience alike. Enhancing the acoustics in the space will greatly improve the clarity of the sound and thus the quality of the experience for our visitors and program participants.

With respect to the terraces, we have attempted to offer summer camps, to lead school groups out, and to hold concerts and other programs on the terraces, but with only limited

success. For example, last September, we held a Cowboy Festival onsite with music and other programming on the terraces, but it was so uncomfortable that few guests were able to fully enjoy the program — and the musicians were miserable until we rented shade canopies to protect them from the sun. In addition, the limited availability of power resulted in extension cords draping from terrace to terrace. The terraces have enormous potential as instructional and programmatic space, but until we can create a more appealing environment that includes adequate shade and power, we are limited to only a few weeks in the shoulder season.

The terraces and Canyon are areas in the Museum where both free and fee-based programs are offered. Shading the terraces will enable us to increase the number of summer camps we can offer (a revenue increase), and perhaps increase the number of school groups in the building at one time (no revenue increase because schools visit free of charge). Some of the Canyon events such as last summer's bluegrass concerts are free, whereas others such as the modern dance performance, *Glyph*, are included with admission. Most importantly, we expect the improvements to increase the quality and breadth of the visitor experience at the Museum.

This proposal will not change the size of any of our programmatic/performance spaces. Rather, the work will enhance the utility of existing space, increasing both the quality of the experience and the number of opportunities to use the space.

Project Funding — how current funding has been secured, ability to raise required funds, impact on future finances

Funding for the Museum's share of this project will come from Museum reserves. The Museum has been building a reserve fund for strategic investments at the advice of its Board of Advisors, from unrestricted, non-public income sources. As the Chair of the Board's Finance Committee, Susan Speer, states in her letter of support, this project is "exactly the sort of strategic investment those reserves are intended to support."

Capital Funding Details

Site Location

301 Wakara Way, Salt Lake City, UT 84108

Facility Information

163,000 sf structure completed in 2011.

Facility Maintenance Planning

Operations and maintenance costs for the Museum building are paid directly by the University of Utah with state funding. These funds do not pass through the Museum's operating budget. These funds are an ongoing part of the base budget for the University. The operations and maintenance appropriation covers utilities, standard building maintenance and operations costs, and janitorial services. The University also provides

accounting, human resources, legal, insurance, and other basic services to the Museum at no charge.

Overall Project Timeline

If Salt Lake County funding is approved, the Museum intends to complete architectural design and construction bids during the first half of 2016. Work would begin later that year with a goal of completing the project prior to the start of the 2017 summer season.

Project Management Information

NHMU Architect/Facilities Manager, Kari Astle, will serve as the project manager. She served as the architect project coordinator through the design and construction of the Rio Tinto Center and has previous experience in the University of Utah's Facilities Management Department. She will work within State of Utah/University of Utah building and procurement guidelines and, as required, in coordination with University of Utah Facilities Management Department.

Architectural Information

GSBS Architects and Spectrum Engineers, both located in Salt Lake City, are handling design for the project. Both firms have deep knowledge of the Museum, as they were part of the original design team. Biographical information is attached.

Construction Information

South Terrace Enhancements

Shades and support structures	\$ 90,000.00
Lighting, power, and data	\$ 31,000.00
<u>Contingency of 10%</u>	<u>\$ 12,100.00</u>
Subtotal for Terrace Project	\$ 133,100.00

Canyon Acoustic Enhancements

Acoustic treatments	\$ 105,000.00
<u>Contingency of 10%</u>	<u>\$ 10,500.00</u>
Subtotal for Canyon Acoustic Project	\$ 115,500.00

Preliminary design of both projects	\$ 17,450.00
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Total cost	\$ 266,050.00
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Plan for funding future capital maintenance and operating expenses

Future capital maintenance and operating expenses will be borne by the Museum out of

Five-year expense forecast

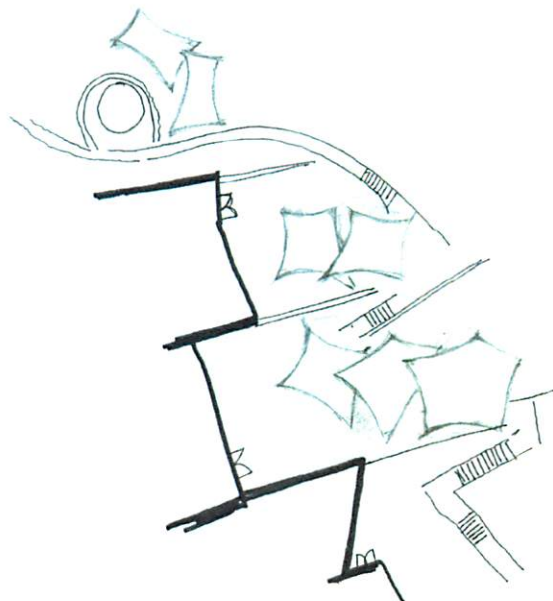
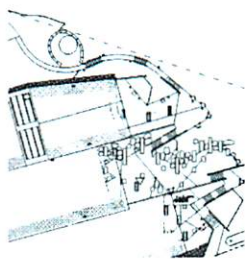
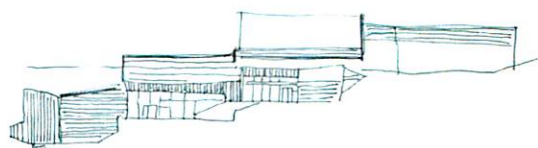
For the shade structures there will be an annual cost of approximately \$1,000 to install the fabric in the spring and de-install it in the fall. There will be an additional cost of \$200 to clean and package the material for winter storage. For the acoustic treatment, we do not anticipate any maintenance or operating expenses during the first five years.

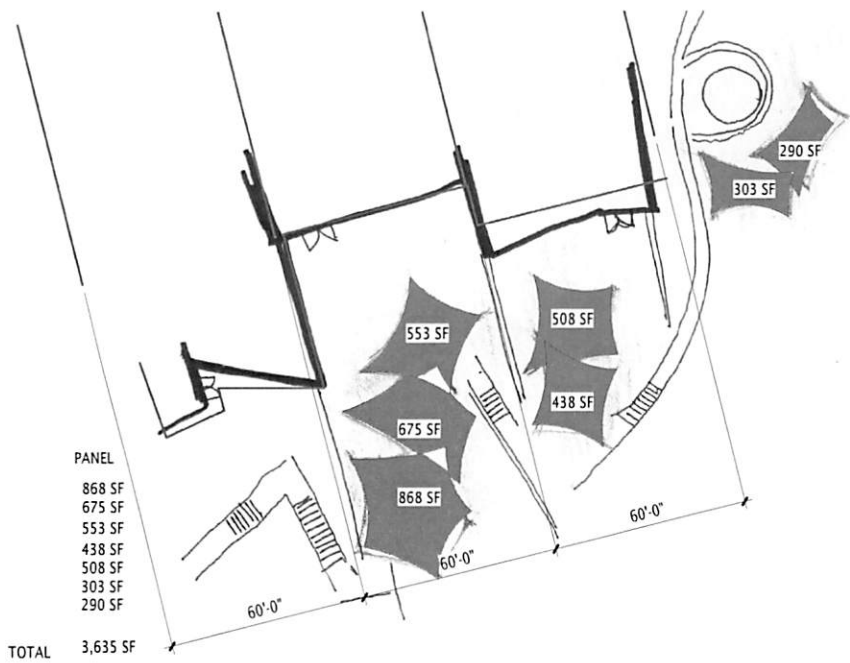
The total maintenance cost during this period will be \$6,000.

Long term capital maintenance budget

We anticipate replacing the fabric sails on the terraces approximately once a decade. Using a replacement cost of \$13.50 per square foot, we estimate expenses of \$48,600 every 10 years. Our intention is to spread this expense over a three-year period, replacing one third of the material annually at a cost of approximately \$16,000 per year. Maintenance of the supporting steel structure will be minimal as we anticipate the structures being made from galvanized steel or similar material.

The long-term maintenance of the acoustic treatments will be minimal. Any necessary patching or painting will be taken care of within our regular operations and maintenance budget.





NHMU Cost Estimate

South Terrace Enhancements

Shades and structure	\$ 90,000.00
Lighting, power, data	\$ 31,000.00
Contingency of 10%	\$ 12,100.00
Total terrace project	\$ 133,100.00

Canyon Acoustic Enhancements

Acoustic treatments	\$ 105,000.00
Contingency of 10%	\$ 10,500.00
Total acoustic	\$ 115,500.00

Preliminary design	\$ 17,450.00
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Total project cost	\$ 266,050.00
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**NATURAL HISTORY
MUSEUM OF UTAH**

Rio Tinto Center | The University of Utah

Enhancements to NHMU Indoor/Outdoor Cultural Spaces

Photographic Attachments



The Canyon at the Natural History Museum of Utah is a community gathering space – the signature spot at the Museum offering an architecturally dramatic interior and stunning views of the Salt Lake Valley, Great Salt Lake, Oquirrh Mountains, and sky.



Clockwise from top: A capacity crowd gathers for a free community lecture by Dr. Caleb Scharf, astrobiologist from Columbia University. Dancers from DF Dance Studio perform for visitors in the Canyon. The Museum's wide range of community events in the canyon included a Preparedness Fair with community partners including the American Red Cross - Utah Chapter. Dr. Nina Tandon speaks in the Canyon as part of the Natural History Museum of Utah's 2015 Lecture Series *Envisioning the Future*.





Clockwise from top left: Young actors from the University of Utah Youth Theatre combine science and art in a preview performance of *The Dinosaur Musical*. Student members of the School of Rock program perform for young guests and their families during the Museum's December 31st Noon Years Eve celebration. Native American dancers illustrate the important role of music, dance, and storytelling in Native American cultures for participants in the Museum's Native Voices summer camp, produced in collaboration with Red Butte Garden. Participants in a partner camp with Tanner Dance perform the piece they've composed and rehearsed during Museum camp for families, friends, and visitors.



Clockwise from top left: Singers from Utah Symphony | Utah Opera perform a free preview of *Florencia en el Amazonas*. The Canyon is a venue for live performances in front of a dramatic backdrop – the Collections Wall. The band from Whitehorse High School on the Navajo reservation in San Juan County play for guests as part of their Museum field trip. Dancers accompanied by a live percussionist perform “Dancing a Revolution,” an original piece offered regularly during the Museum’s *Weaving a Revolution* exhibit.





Clockwise from top left: The South Terraces at the Natural History Museum of Utah's home, the Rio Tinto Center. A family participates in outdoor activities at the Cowboy and BBQ Festival. NHMU rented temporary shade structures for musical performers during the Cowboy and BBQ Festival.





Mechanical Engineering
Electrical Engineering
Technology Engineering
Acoustical Engineering
Lighting Design
Theatre Design
Fire Protection Engineering
Building Commissioning

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www.spectrum-engineers.com

April 14, 2015

Chris Eisenberg
Natural History Museum of Utah
301 Wakara Way
Salt Lake City, UT 84108
ceisenberg@umnh.utah.edu

NATURAL HISTORY MUSEUM OF UTAH – ACOUSTIC AND AUDIO SYSTEM RECOMMENDATIONS - CANYON

We appreciate the opportunity to work with you on the sound improvement feasibility study for the Canyon space at the Natural History Museum of Utah in Salt Lake City. We observed this space and took acoustic measurements as needed. This report contains the results of observations on site, as well as acoustic recommendations for this space.

SUMMARY OF RECOMMENDATIONS

Based on our observations, measurements, and computer modeling we recommend adding acoustic treatment to the walls in this space. We recommend starting with the acoustic treatments, then investigating various speaker options once the acoustic treatments have been implemented. Our opinion of installed costs for the acoustic treatments are stated below.

Space	Estimated Acoustic Material Installation Cost
Canyon	\$105,000



Mechanical Engineering
Electrical Engineering
Technology Engineering
Acoustical Engineering
Lighting Design
Theatre Design
Fire Protection Engineering
Building Commissioning

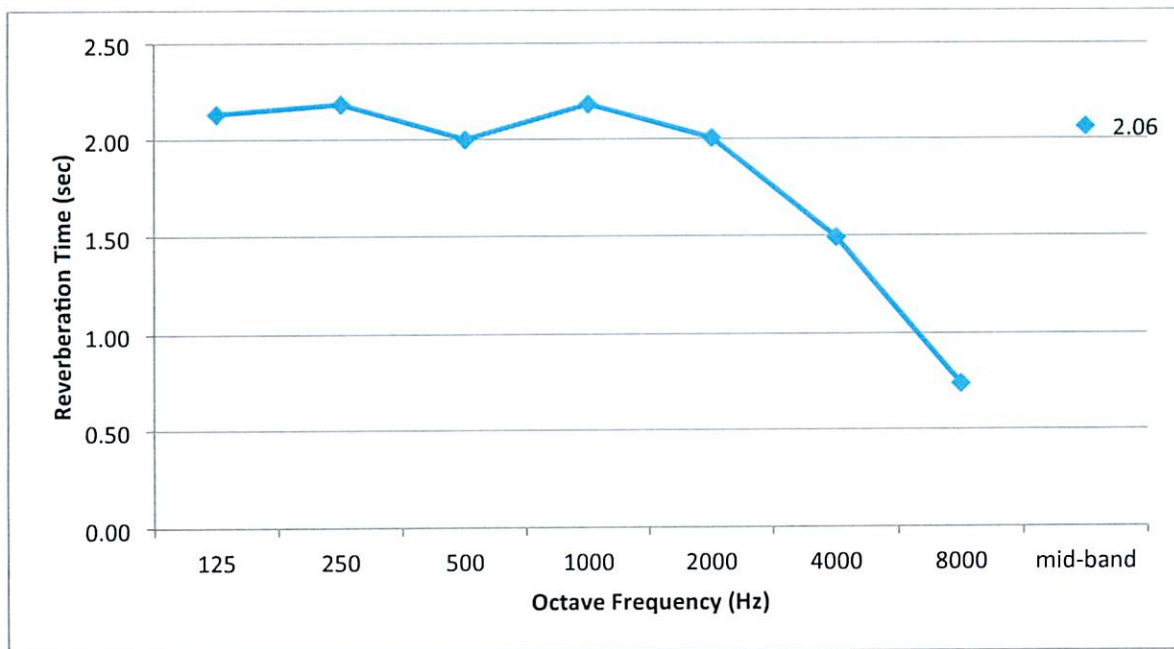
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EXISTING ACOUSTICAL TREATMENT

The existing acoustical treatment in the Canyon space consists of acoustical plaster on the ceiling.

MEASURED REVERBERATION TIME

On Friday, March 13, 2015, we measured the reverberation time of the Canyon space, unoccupied. There were a few hard tables and chairs set up near the west (café) end of the room, and we used an impulsive source to excite the room. The graph below shows the results of these measurements.



RECOMMENDATIONS

As the graph above shows, the mid-band reverberation time is a little over 2 seconds. This is slightly detrimental to speech intelligibility and leads to a noticeable build-up of energy in the room when it is full of people talking. To improve speech intelligibility and temper the overall acoustic energy build-up in this space, we recommend achieving a reverberation time of 1.5 seconds or less. This design goal will still maintain lively space.

In order to achieve this reverberation time, we recommend applying 2800 sf of acoustically absorptive material directly to a portion of the faceted walls. Other options, such as acoustical curtains and portable banners were investigated, but were rejected, due to the drastic change in the aesthetics of the space and high cost of motorized curtains.

Once the acoustic improvements have been implemented, upgrades to the specific speakers used in this space could be investigated.

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: _____
