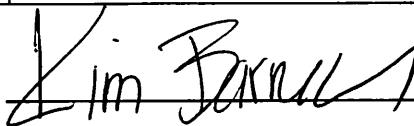


**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

<b>Date Received</b> (office use)	
--------------------------------------	--

<b>Date of Request</b>	7/11/17
<b>Requesting Staff Member</b>	Valerie Price, Public Art Program Manager
<b>Requested Council Date</b>	07/18/17
<b>Topic/Discussion Title</b>	Resolution between Salt Lake County and the U of U for Museum of Fine Arts
<b>Description</b>	The Museum of Fine arts has requested TRCC/CFSP funds to help fund the DUMKE Auditorium technology upgrades.
<b>Requested Action<sup>1</sup></b>	Approve and Adopt Resolution
<b>Presenter(s)</b>	Valerie Price, Public Art Program Manager
<b>Time Needed<sup>2</sup></b>	<5
<b>Time Sensitive<sup>3</sup></b>	No
<b>Specific Time(s)<sup>4</sup></b>	No
<b>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.</b>	

**Mayor or Designee approval:**



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

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> 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 DUMKE AUDITORIUM TECHNOLOGY UPGRADES  
PROJECT AT THE UTAH MUSEUM OF FINE ARTS**

**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 fund technical upgrades to projection equipment, sound systems, assistive listening devices, theatrical lighting, speakers, and video/sound recording equipment for the Dumke Auditorium (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  
10:51:38 -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 Utah Museum of Fine Arts**

**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 Utah Museum of Fine Arts (“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 fund the Dumke Auditorium Technology Upgrades Project at the Utah Museum of Fine Arts, as described in the University’s Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**. The Project includes technical upgrades to projection equipment, sound systems, assistive listening devices, theatrical lighting, speakers, and video/sound recording equipment. The County Council appropriated a portion of the TRCC Funds requested by the University for this Project as part of its 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 Forty-Two Thousand Five Hundred Dollars and No Cents (\$42,500.00) 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 Dumke Auditorium Technology Upgrades Project at the Utah Museum of Fine Arts, as described in the University’s Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**. The Project includes technical upgrades to projection equipment, sound systems, assistive listening devices, theatrical lighting, speakers, and video/sound recording equipment.

(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 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, \$42,500).

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 signed by both Parties.

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  
10:51:57 -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 2014 Application

### 2015 APPLICATION FORM

Project Title	Utah Museum of Fine Arts Dumke Auditorium Technology Upgrades
Project Address	Marcia & John Price Museum Building 410 Campus Center Drive Salt Lake City, Utah 84112-0350
Contact Name	Una Pett, Development Officer/Grants Manager
Contact Email	una.pett@umfa.utah.edu
Contact Phone	801.585.1873
Contact Address	410 Campus Center Drive Salt Lake City, Utah 84112-0350
Organization Website	<a href="http://umfa.utah.edu/">http://umfa.utah.edu/</a>

#### A. Project Eligibility

##### 1. Project Location

Project located in County Council District # 1

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 2014 Application

### B. Financial Information

Applicants must also fill out the attached financial information worksheet.

#### 1. Project Budget

Total Project Budget	Amount \$	<u>145,205</u>
County Funding Requested	Amount \$	<u>72,000</u>
Funding Currently in Place	Amount \$	<u>14,500</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 \$ 72,000

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

#### 3. Project Funds Raised To-Date

• Cash	Amount \$	_____
• Unrestricted Pledges	Amount \$	_____
• Restricted Pledges	Amount \$	_____
• Other <u>general operational funds</u>	Amount \$	<u>14,500</u>

#### 4. Financial History

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

*Please see 3-year financial history, plus projected budget for FY16, attached.*

*Please also see attached Project Budget, in the form of a prioritized acquisition and upgrade table, outlining each component of the project and cost.*



## Salt Lake County Cultural Facilities Support Program 2014 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

#### 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
- Project management information
  - Key personnel & experience
  - Consultants & experience
- Architectural information: *n/a*
- Construction information: *n/a*
- Describe how you will fund future capital maintenance & operating expenses
- Five-year expense forecast
- Long term capital maintenance budget

***Please see Project Narrative, attached.***



## Salt Lake County Cultural Facilities Support Program 2014 Application

### Project Financial Information Details

	AMOUNT	NOTES
<b>Total Project Budget</b>	145,705	equipment acquisition & installation
<b>Applicant Match</b>	73,705	
<b>Funding Sources</b>		
Attach details on separate sheet including individual pledge amounts, pledge restrictions, in-kind donor details.		
Cash on-hand	14,500	
Pledges – Unrestricted		
Pledges – Restricted		
Pending or Projected Pledges	59,205	Katherine W. & Ezekiel Dumke, Jr. Foundation and other (primarily institutional) donors—to be solicited
In-kind Donations Must be from qualified, professional organization		
<b>General Obligation Debt Structure</b>		
Assessed Valuation	n/a	no debt will be incurred
G.O. Debt Capacity		
Outstanding G.O. Debt		
Remaining G. O. Debt Capacity		
<b>Bonded Debt Summary</b>		
Bond Issue	n/a	no bonded debt applicable
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
Bond Issue		
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
<b>Capital Reserve Amount</b> How will you pay for cost overruns?		The UMFA will cover any cost overruns through existing institutional funds.



## **Salt Lake County Cultural Facilities Support Program**

2015 Application

Utah Museum of Fine Arts

### **Project Narrative**

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#### **Organizational Overview**

With a collection dating back to 1914 and formally established in 1951, the Utah Museum of Fine Arts is the primary visual arts resource in the Intermountain West and the only institution within Utah that collects, exhibits, interprets, and preserves a comprehensive collection (20,000 art objects representing over 5,000 years of human creativity). It is unique in its multiple roles as the state's official art museum, an integral university institution, and the largest civic art museum in the region. The UMFA thus serves a diverse audience, engages in dynamic, cross-disciplinary collaborations, and is a hub for challenging conversation, scholarly freedom, and engagement with an array of voices.

The UMFA's programming promotes open dialogue among students, families, and intellectually curious adults; fosters and celebrates the diverse creative expressions and accomplishments of artists from Utah and around the world; cultivates community partnerships and collaborations to ensure the arts reach a broad public; and offers a range of experiences enabling visitors to explore how the arts inform the human experience.

The articulation of a refreshed mission statement — *to inspire critical dialogue and illuminate the role of art in our lives* — guides us as we work together to create a UMFA in which all our citizens feel welcome. As an institution and as a staff, we strongly and firmly believe that the UMFA should be a vibrant gathering place and laboratory to explore and embrace innovation. We see the full scope of the University of Utah's mission as our purview as well, and we seek to weave the arts into all aspects of study and society. We are committed to finding new and inventive ways to engage our public — inside the Museum, through collaborations with partners on campus and across the community, and virtually through our website — while maintaining the highest standards of scholarship, collections management, interpretation, and education.

Accredited by the American Association of Museums since 1971 and recognized as a leader and collaborator in the field of visual arts education, the UMFA strives to ever-increase community access. The 2013 IMLS "Growing Young Minds" report highlighted UMFA programs to illustrate innovative ways libraries and museums support early learning. Over 171,000 people enjoy and learn from the UMFA's collections, exhibitions, and outreach programming annually, including free tours, lectures, workshops, artist talks, films, and symposia, and more than 12,000 visit during the Museum's 25 annual free days.

The UMFA is led by Executive Director Gretchen Dietrich — recently accepted into both the Getty Leadership Institute's Executive Education Program and the National Art Strategy's Chief Executive Program — and supported by 30 full-time and 41 part-time professional staff members spanning six distinct departments. Ms. Dietrich was also recently invited to join the board of the Association of Art Museum Directors, further engaging the UMFA in broad conversations about museums' potential to engage rapidly changing communities, reach underserved audiences, increase transparency, and proactively diversify boards. UMFA staff manages all aspects of exhibitions, programs, and collections stewardship,



with support from a large and dedicated corps of volunteers (including 123 trained docents), and in regular collaboration with campus and community-based organizations. As an auxiliary of the University of Utah's College of Fine Arts, the UMFA's fiduciary oversight is managed by the University of Utah Board of Trustees; to enhance community engagement and investment, UMFA staff works closely with a dedicated volunteer advisory Board of Directors.

The recipient of funding from the University, the State of Utah, private foundations, corporations, and citizens of Salt Lake County through the Zoo, Arts and Parks program tax, the UMFA enjoys a balanced and diverse funding base. In 2012, UMFA staff and Board turned attention to a rigorous strategic planning process, envisioning and laying the foundation for the UMFA in the 21<sup>st</sup> century — resulting in a 2013 Board-approved plan and refreshed mission, referenced above, that includes stewarding, exhibiting, and increasing access to resources within the permanent collection and evolving as a more strategic, deliberate, and sustainable institution.

### **Enhancing and Ensuring a Sustainable Home**

The UMFA is entering an intensive and exciting period. We are shuttering our doors for a full year beginning January 2016, in order to address critical issues affecting our building's vapor barrier. New technologies have emerged since the building's construction that will ensure our ability to maintain necessary humidity levels without weakening or stressing the structure — an issue all museums face, but a special challenge in our high desert environment. These vital infrastructure improvements were recently green-lighted and prioritized by the University of Utah, and it is important that we act without delay.

This investment in the UMFA's longevity also presents a terrific, and rare, opportunity for the Museum as a whole — to step back, assess, and re-envision how we can increase accessibility for more Utahns, visibility among diverse audiences, and overall visitor experience, particularly among first-time museum visitors. We will engage in fresh ways with the broader community, students, and educators we serve throughout the state and on our campus, and will also utilize this gift of time to research, study, and reinstall large parts of our permanent collection so that it speaks to a broader audience.

To this end, we are also embracing this opportunity to examine our front-of-house functionality. This space — comprised of the Museum Store, Lobby, Museum Café, and Katherine W. and Ezekiel R. Dumke, Jr. Auditorium — is one of our primary venues for engagement, the first physical impression of the Museum and a hub where visitors obtain information and access. Here we engage with a diverse cross-section of visitors, from campus and the community, through original programming as well as hosting and collaborating with organizations on events and programs.

The 2016 renovation project, which affects every space in the building, will occur in phases. The front-of-house spaces will re-open first, in early April 2016, so that we can maximize our engagement with the public even while extensive additional work is underway in our galleries and offices during the remainder of the year. We know through research and observation that these spaces are used most frequently and by the greatest diversity of UMFA visitors.

### **Project Overview**

The Katherine W. and Ezekiel R. Dumke, Jr. Foundation created an important legacy at the UMFA in 2001 by underwriting the then state-of-the-art auditorium space; over the past fourteen years, the Museum has implemented select upgrades and reconfigurations to keep technology current. Comfortable and acoustically-balanced, it remains an ideal setting for lectures, films, classes, presentations, and performances; over seventy events were held there over the past year. As the UMFA has developed myriad partnerships with the Utah Film Center, Sundance, Pioneer Theatre, the College of Fine Arts, and

other University of Utah academic units and schools among many others, the demand for upgraded technology as well as more current ADA accommodations has increased to a critical level.

As we gear up for the Museum's 2016 renovation and closure, the 263-seat Dumke Auditorium, because of its early re-opening, will serve an even more central, visible role. To prepare, we must invest significantly in our projection room, sound system, screen, wireless microphones, assistive listening devices, aisle and theatrical lighting, speakers, video and sound recording, and projecting equipment. These necessary investments look beyond that timeframe; they are investments in the UMFA's community partnerships and its capacity to serve and support diverse artists and audiences into the future.

The UMFA's Cultural Facilities Support Program proposal consists of projection, lighting, sound, and accessibility equipment purchase and installation — to take place primarily in spring 2017. We identify specific items in the attached prioritized table, which includes for each piece of equipment a rationale, estimate, and anticipated vendor.

### **Connection to Cultural Facilities Program Principles**

The Dumke Auditorium technology enhancement project shares many principles with Salt Lake County's Cultural Facilities Support Program, speaking particularly to:

- supporting arts and cultural organizations as they improve, expand, and sustain programming — by advancing the UMFA's ability to meet the physical needs of a wide range of programs, organizations, and individuals;
- increasing access to, and the relevance of, the arts in the lives of all people, regardless of income, cultural background, or education level — by assisting the UMFA in better serving our audiences through high-quality, fully accessible public programs;
- the need to invest in our collective future — by supporting viable projects that demonstrate longevity and long-term, sustainable impact; and
- the need to ensure the vibrancy of arts and culture throughout all areas of Salt Lake County — by encouraging collaboration among artistic disciplines and organizations throughout our community.

### **Community Need and Support**

The UMFA's Lobby and Dumke Auditorium are among the most-used spaces in the Museum, utilized by a wide range of campus and community groups in addition to original Museum programming. We know through our audience tracking methods that over half of our visitors come to spend time in one of our front-of-house spaces, most often connected to the Auditorium in some way. We make the space available to groups and artists ranging from the University's College of Fine Arts, the Utah Film Center, Sundance, Pioneer Theatre, KUED, and KUER to United Way, National Geographic, educators from across the County and state, world-renowned harpist Emmanuel Ceysson, and the diverse living artists whose work is on display or connected to exhibitions at the UMFA.

Other arts and community organizations, like the UMFA, continually strive to connect and collaborate across disciplines and cultures. Together we recognize how important it is that arts and scholarly leaders engage current, responsive tools which can accommodate diverse audiences, artists, scholars, and lecturers whose sometimes cutting-edge work often employs the most contemporary technologies. Unfortunately, due to the Dumke Auditorium's current configuration, our partnerships are limited: its technology falls short of supporting all formats in which work is now produced. In one memorable instance this year, for example, a full house arrived to view the renowned "Art of Forgery," hosted by the Utah Film Center, but because the projection room was unable to support the film's PAL format of Blu-Ray we were forced to send our

audience home. We include with our proposal three letters of support from cultural leaders and educators who will be directly and positively impacted by the UMFA's technology upgrade project.

### **Connection to the UMFA's Mission**

After several years of belt-tightening, self-assessment, and focus, the UMFA surfaced from a challenging financial position in 2008 and — in large part due to the aforementioned institution-wide strategic planning process — is well-positioned to examine the fundamental nature of the institution, particularly in terms of visitor experience in a changing world. Encouraged by the fortuitous timing of the Museum's 2016 renovation and upgrades, the UMFA's staff and Board are determined to embrace this moment; we turn to our strategic plan for direction and guidance. Enclosed as an attachment, the plan serves as our road map, providing key goals with clear objectives and measurable outcomes.

With enhancement of the visitor experience as a central concern, the Dumke Auditorium technology project addresses the following strategic plan goals:

- to be more strategic, deliberate, and sustainable as an institution — including developing a vision and strategy for further defining and embracing the UMFA's identity as a community art museum for the people of Utah.
  - address needs vs. available resources as well as the UMFA's position in the community
  - assess and re-imagine building facilities and uses of technology, to identify and communicate the potential benefits and enhancements to overall programs and services and meet the needs of the Museum's core audiences
- to engage more deeply with the rich and diverse University community — including supporting faculty in their teaching and research and cultivating student engagement and growth.
  - making top-tier artists, scholars, and lecturers available to the campus community and future arts audiences
- to use art boldly to inspire exploration.
  - creating thought-provoking and innovative public programming
- to raise the UMFA's visibility and profile — including pursuing in-depth, mutually beneficial collaborations with organizations in our community.

### **Site & Facility Information**

The University of Utah oversees the UMFA's physical and monetary assets, including the Marcia and John Price Museum Building, built in 2001. An architecturally important landmark for the campus community, the building has for the past 14 years served 1.5 million people, hosted more than 200 exhibitions, and provided the UMFA with a versatile, welcoming home to an ever-increasing audience of locals and tourists alike.

The Katherine W. and Ezekiel R. Dumke, Jr. Auditorium currently features a comprehensive projection system for DVD, VHS, and PowerPoint. Additional specifications:

- 619 ft<sup>2</sup> stage
- green room for speakers and performers
- microphones, theatre sized screen, basic cabling for A/V
- DVD/VHS/CD player
- pre-set lighting options
- seated capacity: 263 guests
- fully ADA accessible.



### **Project Scope & Timeline**

The scope of the project includes:

January 2016:	Marcia & John Price Museum Building closes to begin renovation
January-February 2016:	order and purchase equipment; schedule installation
mid-March 2016:	equipment installation and sound calibration consultations
April 2016	Dumke Auditorium re-opens to the public

### **Funding & Fiscal Impact**

The UMFA was honored by Kay and Zeke Dumke's confidence and personal involvement in making the Museum a leading visual arts resource in the Mountain West. To meet the required 1:1 match for Cultural Facilities Support Program funding, we will approach the Katherine W. and Ezekiel R. Dumke, Jr. Foundation in the second half of 2015, for a portion of matching project funds. We will leverage these, along with this County award, to solicit and secure additional funds, primarily from existing and previous donors with particular interests in cross-disciplinary partnerships and technology. Our initial 10% matching funds will be contributed by the UMFA from general operating funds — in recognition of the project's significance to the Museum's community engagement efforts, mission and strategic goals, and overall vitality.

### **Key Project Personnel & Consultants**

The UMFA's events coordinator, Erika Smith, oversees all purchases, rentals, inventory, and everyday maintenance of the Museum's Auditorium-related equipment, with oversight from George Lindsey, deputy director. She consults with professionals on any major issues, calibration needs, and in-depth concerns requiring technological expertise.

We frequently consult with the Teaching and Learning Technologies department on the University of Utah campus, which provides technology to support both physical and virtual learning spaces, as well as the Electronics Shop in the Facilities Management department. The former most recently installed a new projection system in the UMFA's Board Room; the latter has assisted in security camera installation throughout the Museum. As part of this project, we will work with TLT to install a 'smart' podium and high-definition HDMI inputs among other components, and the Electronics Shop regarding monitoring systems directly outside the Dumke Auditorium.

We will also work with Poll Sound, who performed the original installation for the Dumke Auditorium and who provided numerous estimates for this proposal. Other vendors with whom the UMFA has ongoing relationships and from whom we sought estimates are TV Specialists, Oasis Stage Werks, and Performance Audio.

### **Attachments & Supporting Documents**

Please see enclosed the following support documents:

- Project Budget: Summary Table of Equipment, Rationale, and Estimated Cost
- Application form
- Letter of support — Elisabeth Nebeker, Executive Director, Utah Film Center
- Letter of support — Ali Royal, Museum Educator, Springville Museum of Art
- Letter of support — Chris Lino, Managing Director, Pioneer Theatre
- UMFA 3-Year Organizational Budget
- UMFA Strategic Plan
- Initial estimates from Teaching & Learning Technologies, Performance Audio

*Please note that we will submit additional estimates from partner vendors in the coming two weeks.*

# UTAH MUSEUM OF FINE ARTS

Katherine W. and Ezekiel R. Dumke, Jr. Auditorium Technology Upgrades

Project Budget

	ITEM	RATIONALE	ESTIMATE	VENDOR
PROJECTION \$17,000	"smart" media controls with front-of-house basic A/V incl. digital media switcher. Incl high-definition HDMI inputs for projector	to better support teachers and lecturers; removable from stage; could be two wall-mounted media control panels offstage. Current VGA input is incompatible with current technology; will also address grounding issues	\$11,400	Teaching & Learning Technologies (TLT)
	new retractable screen (22')	current screen's aesthetic flaws noticeably affect screenings	\$5,000	Poll Sound
	regionless Blu-Ray player	supports a wide range of international formats	\$600	TV Specialists
LIGHTING \$56,350	additional 2 theatre-style spotlights (wall-mounted)	to increase lighting on stage during musical and stage performances	\$1,350	Oasis Stage Werks
	additional track lighting for a total of 8 spotlights	optimally electronically redirectable. spotlight or theatre-type lighting	\$30,000 (3 moving lights w/ controls)	Oasis Stage Werks
	theatre-style aisle lighting	to ensure necessary emergency lighting when theatre is completely darkened (a common request for film screenings)	\$5,000 (\$50/ft @ appx 50 ft per aisle)	Oasis Stage Werks
	replacement lighting board; rewiring of spotlights, house lighting; relocating lighting panel	need more sensitive dimming capabilities; with current dimming options, the system lacks gradient capabilities. need improved spotlighting capabilities to ensure even wash onstage. need row-by-row light control and to view lighting changes through projection window	\$20,000	TLT
SOUND \$8,675	sound system analysis, calibration, & upgrades (may include more or enhanced speakers)	to identify and address dead spots in sound system. A fix has been done on sound system recently, but we need to calibrate the speakers so sound is properly timed from front to back speakers.	\$4,000 (speakers/gear only)	Poll Sound
	upgrade in-house lavalier mics to cardioid lavaliers	feedback destroyer a secondary option	\$1,600	Performance Audio
	back-of-house built-in monitoring system		\$775	Performance Audio
	wireless receivers w/handheld mics, wireless receivers w/lavalier mics	rented with great frequency for events, lectures, concerts, etc.; 2 each / total of 4	\$2,300	Performance Audio
ADA-related \$2,200	upgraded assistive listening system & devices, with cochlear implant input capabilities	10, including 10 personal audio cables for people with cochlear implants	\$2,200 (for 10)	Poll Sound

	ITEM	RATIONALE	ESTIMATE	VENDOR
MISCELLANEOUS \$3,550	tinted projection room window	to reduce lighting disturbances during performances. appx 40 ft <sup>2</sup> @ \$7/foot	\$300	
	digital video recorder & camera	for live streaming, more extensive sharing, archiving	\$3,000	TV Specialists
	sound recording equipment for podcasting	for live streaming and podcasting, more extensive sharing, archiving	\$250 (mics, no software)	Poll Sound
TOTAL ESTIMATE			\$87,775	
INSTALLATION COSTS *			\$57,930	
TOTAL PROJECT BUDGET			\$145,705	

**\* note on installation costs:**

We were advised when we contacted Poll Sound and other vendors for estimates that it would be reasonable to estimate installation costs at two-thirds of the equipment budget, recognizing that precise installation costs will be clearer upon formal analyses and site visits.





# UTAH FILM CENTER

April 10, 2015

## Utah Film Center

122 S. Main Street  
Salt Lake City, UT  
84101  
(801) 746.7000  
[www.utahfilmcenter.org](http://www.utahfilmcenter.org)

Salt Lake County Center for the Arts  
Janet Quinney Lawson Capitol Theatre  
50 West 200 South  
Salt Lake City, Utah 84101

To the members of the review committee:

I'm writing to express my support for the Utah Museum of Fine Arts' request for upgraded technology in their Dumke Auditorium.

The Utah Film Center seeks screening partners who can not only provide appropriate venues for screening our diverse selection of films, but those partners with natural audiences that will build interest in our community's strong tradition of independent film-making.

The UMFA has been a strong partner on both fronts. The beautiful 260+ seat auditorium with attached café makes *every* film a special event, providing opportunities for pre- and post-screening interaction with our guest speakers — in many cases the filmmakers themselves. Together we serve audiences curious and passionate about film, and support artists and creators whose work we screen and discuss.

Our partnership, "Creativity in Focus," started in 2013, originally called the Utah Film Center Film series. In two years, we've screened 24 internationally acclaimed films to audiences interested in the creative process. All Utah Film Center films and all public programs at the UMFA are free, providing a community-building service unusual in the world of film.

Our hopes that the UMFA will receive financial support for upgrades rest in two challenging aspects of the auditorium. First, the 15-year-old screen has draping issues that show its age; world-class films should be seen on a modern screen. Second, though the technology in the auditorium was state-of-the-art when the museum was built, it currently does not support all formats in which our films are produced. Just this year, a full and eager house arrived to see "The Art of Forgery," but we were forced to send them home because the projection room was unable to support the film's PAL format of Blu-Ray.

The museum's existing audience of university students, faculty, and intellectually curious adults has helped develop our own audience at the Utah Film Center. Again, I offer our encouragements for their efforts, and am happy to discuss our partnership and hopes for the future with UMFA, should you have any questions.

Many thanks for your consideration.

Sincerely,

Elisabeth Nebeker  
Executive Director

## UTAH FILM CENTER BOARD OF TRUSTEES

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## SPRINGVILLE MUSEUM OF ART

126 E 400 S • SPRINGVILLE, UT 84663 • (801) 489-2727 • WWW.SMOFA.ORG

April 9, 2015

Salt Lake County Center for the Arts  
Janet Quinney Lawson Capitol Theatre  
50 West 200 South  
Salt Lake City, Utah 84101

To the members of the review committee:

I write to express support for the Utah Museum of Fine Arts' application to the Salt Lake County Cultural Facilities Support Program, and to share our experience partnering with the UMFA and utilizing its Dumke Auditorium. I recognize of course that the UMFA's mission revolves around the visual arts and its incredible collection, but I also wish to voice one of the myriad ways it — and its auditorium — serves our community and young people, and helps build future audiences for the arts.

The UMFA and the Springville Museum of Art are part of a statewide arts partnership, a consortium of arts organizations who together commit to bringing artists from all disciplines into classrooms in every community in the state at no cost to schools. We work to establish visual art education as a regular part of the general curriculum. One component of these efforts is Evenings for Educators, a free program dedicated to the professional development of elementary and secondary teachers, which I coordinate. We host eleven events annually, at galleries and museums across Utah; each Evening includes a keynote address, hands-on workshops with in-depth instructional experiences, networking opportunities, and free curricular materials. We provide original lesson plan packets created by our educators, and teachers receive professional development USOE credit toward licensure renewal. Topics range widely — from cultural studies, migration, and creating effective art displays to conceptual art, architecture, and design.

The UMFA generously hosts Evening for Educators twice annually, and the Dumke Auditorium is a central gathering point for the event, particularly for the keynote address and conversation that follows. The UMFA's efforts to contemporize the auditorium's technology will make a huge difference to both the educators we engage with and all the community and campus organizations who use that space. We appreciate the auditorium's current functionality, but recognize that it could be more fluid and compatible with ever-changing technology — to better serve our lectures, to better serve educators, and ultimately to better serve our youth.

Through its role in presenting Evening for Educators, the Museum helps cultivate a vibrant community of teachers, helping them integrate arts into their classrooms. I'm pleased to convey my support of their efforts — please feel free to contact me if I can be of any assistance.

Warm regards,

Ali Royal  
Museum Educator: High School and Teacher Programs  
*Evening for Educators* Coordinator  
Springville Museum of Art



April 11, 2015

Exploring the Breadth of Human Experience

Salt Lake County Center for the Arts  
Janet Quinney Lawson Capitol Theatre  
50 West 200 South  
Salt Lake City, Utah 84101

Dear review committee:

I am pleased to send this letter in support of the Utah Museum of Fine Arts' application for funding from the Salt Lake County Cultural Facilities Support Program.

As a member of the County's cultural community I am deeply appreciative of the role the UMFA plays in our county's cultural life. I know that art impacts lives, and have observed firsthand the UMFA's contribution to our community — both the access to great art it provides to thousands of students and other citizens of the County, and through its collaborative work with cultural organizations, of which Pioneer Theatre Company is one.

In each of the past two seasons, the UMFA has hosted, in its Dumke Auditorium, one of PTC's Play-By-Play new play readings. The series provides developmental rehearsal periods for new plays, with playwrights working alongside a professional director and actors for a week-long residency, culminating in three public readings. The reading at the UMFA is a wonderful example of the kind of "cross-pollination" of audiences that occurs when cultural organizations collaborate. Through its involvement in PTC's *Play-By-Play* new play reading series, the UMFA helps support the long-term vitality of theatre by helping the theatre present new voices and new work for audiences who might otherwise not have an opportunity to see such work. At the same time, by hosting a theatre audience in a fine arts museum, the program introduces theatre patrons who might not otherwise be aware of the UMFA to its programs, spaces and collections.

We love the relationship-building that the *Play-By-Play* series encourages with other organizations involved, and our partnership with the UMFA is immensely valuable both to our campus community and in our larger community, as we draw connections between artistic forms and collaborate as organizations. For us, the UMFA is an ideal venue; they are sensitive to our production and equipment needs, and provide us with a wonderful space in which to present the readings and the audience talkbacks that accompany them.

Please feel free to contact me should you have any questions or if I can provide any further information. I appreciate your consideration of the UMFA's proposal, and again express my heartfelt confidence in the museum's work and its role in our artistic community.

Sincerely,  
  
Chris Lino

Managing Director

*A professional theatre company in residence at the Roy, W. and Elizabeth E. Sammons Pioneer Memorial Theatre*

The University of Utah • Pioneer Theatre Company • 300 South 1400 East • Room 325 • Salt Lake City, Utah 84112-0660  
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Teaching Learning Technologies Bill of Materials UMFA Auditorium  
Upgrades

	Manufacturer	Description	Part Number	Quar	Price	Extended
front-of-house wall mount	Crestron	AirMedia	AM-100	1	\$ 880.00	\$ 880.00
	Crestron	DM switcher	DMPS-300C	1	\$ 4,400.00	\$ 4,400.00
	Crestron	Touch screen	TSW-750	2	\$ 770.00	\$ 1,540.00
	Crestron	Desk Mount (control room)	TSW-750 TTK	1	\$ 110.00	\$ 110.00
	Crestron	POE Switcher	CEN-POE SW-5	1	\$ 220.00	\$ 220.00
	Crestron	Wall input	DM-TX-200-C-2G	1	\$ 770.00	\$ 770.00
	Crestron	power supply	PW-4818DU	1	\$ 137.50	\$ 137.50
	Tripplite	UPS	Smart500RT1U	1	\$ 183.14	\$ 183.14
	Misc	Cables, parts and Hardware		1	\$ 650.00	\$ 650.00
	Labor	Install		48	\$ 35.00	\$ 1,680.00
		Program		24	\$ 35.00	\$ 840.00
						\$ -
retractable screen	Da-Lite	Screen roller replacement 266" Scr	71110C	1	\$ 4,000.00	\$ 4,000.00
	Da-Lite	Low Voltage Controller-LVC	40973	1	\$ 180.00	\$ 180.00
	Misc	Cables, parts and Hardware		1	\$ 250.00	\$ 250.00
	Labor	May require electrician for LVC		24	\$ 24.00	\$ 576.00
back-of-house sound wall mount	Chief	Mount	XTMU	1	\$ 206.98	\$ 206.98
	Crestron	Receiver-Scaler	DMRMCSALERC	1	\$ 770.00	\$ 770.00
	Labor			16	\$ 35.00	\$ 560.00
	Facilities	Power Outlet behind monitor		1	\$ 300.00	\$ 300.00
	Misc			1	\$ 75.00	\$ 75.00
	JBL	Control room powered Monitor	LSR304	1	\$ 165.00	\$ 165.00
	Labor			1.5	\$ 35.00	\$ 52.50
		<i>Pricing for budgetary purposes</i>				
		<i>Actual pricing may vary</i>				
					Total	\$ 18,546.12

April 2015  
University of Utah



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SHIP TO: (801)-581-5643 | eva.jansson@umfa.utah.edu

#	SKU	QTY	UNIT	PRICE	EXT TAX
1	EV EKX-12P-US EKX-12P POWERED 12" 2-WAY SPEAKER US	1		729.000	729.000 N
2	ONSTAGE SS7323B WALL MOUNT SPEAKER BRACKET	1		45.000	45.000 N
3	SENN EW 135 G3-G SKM100 G3 HANDHELD TRANSMITTERWITH E835 CARDIOID DYNAMIC CA	2		550.000	1100.000 N
4	SENN EW 122P G3-G SK100 G3 BODYPACK TRANSMITTER,ME4 CARDIOID LAVALIER, EK100	2		600.000	1200.000 N

NUMBER OF ITEMS: 6.00

SUBTOTAL: 3,074.00

SALESPERSON: IVAN

IVAN@PERFORMANCEAUDIO.COM

0.00

0.00

3,074.00

I hereby agree that interest at the rate of 1.5% compounded monthly will apply to all unpaid balances over 30 days. I further agree to pay all attorney's fees and collection costs incurred by Performance Audio in collecting any past due amounts.



**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 1<sup>st</sup> 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.: