

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2018

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND
MURRAY CITY FOR A CONTRIBUTION OF TRCC FUNDS TO PAY THE
REMAINING OBLIGATION FOR THE RENOVATIONS OF THE
AMPHITHEATER**

RECITALS

A. Salt Lake County (the “County”) and Murray City (the “City”) 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 2017, the City requested TRCC Funds from the County to help it fund the project described in its TRCC Application. More specifically, the City requested TRCC Funds to pay the remaining obligation for the renovations of the Amphitheater. Unforeseen change orders, like rerouting an underground well and skyrocketing construction demands, led to cost overruns and the need to seek additional funds. The benefits of the newly remodeled Amphitheater include an improved artist and patron experience and improved ADA access and operation support, as well as better integration of the facility with the surround environment of Murray Park (the “Project”). The County Council appropriated TRCC Funds for this purpose in the 2018 Salt Lake County Budget.

D. The City 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 City to help fund the Project and wherein the City 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, moral well-being, 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 Murray City 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 _____, 2018.

Aimee Winder-Newton, 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:

Deputy District Attorney

ATTACHMENT A

Interlocal Cooperation Agreement between Salt Lake County and Murray City

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MURRAY CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and **MURRAY CITY**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. The City owns and operates the Murray Park Amphitheater on the southeast corner of Murray Park located at 495 East 5300 South in Murray (the "Amphitheater"). The Amphitheater was built on property owned by Salt Lake County and is over 30 years old.

E. The City has requested TRCC Funds from the County to help it fund the project described in its TRCC Application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to pay the remaining obligation for the renovations of the Amphitheater. Unforeseen change orders, like rerouting an underground well and skyrocketing construction demands, led to cost overruns and the need to seek additional funds. The benefits of the newly remodeled Amphitheater include an improved artist and patron experience and improved ADA access and operation support, as well as better integration of the facility with the surround environment of Murray Park. The County Council appropriated TRCC Funds for this purpose

in the 2018 Salt Lake County Budget.

F. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County’s assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY’S OBLIGATIONS.

A. Contribution of TRCC Funds. Within ninety (90) days of the Effective Date of this Agreement, the County agrees to contribute Two Hundred Thousand Dollars and No Cents (\$200,000.00) to the City 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 City.

2 . CITY’S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement to pay the remaining obligation for the renovations of the Amphitheater. The remodeling included improvements to ADA access, the stage, bathrooms, and storage area; as well as major additions of a stage shell, dressing room, cast bathrooms, green room, permanent concession and ticket space, additional public bathrooms, and a secure tech booth. Finally, the renovation also features a landscaped plaza which connects the Amphitheater

to the rest of Murray Park.

(ii) The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If the City's TRCC Application attached hereto as EXHIBIT A indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's TRCC Application. If the City fails to make and expend such a matching contribution prior to December 31, 2018, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds; Requirement to Return Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2018**. If the City does not fully expend or is unable to fully expend the TRCC Funds prior to December 31, 2018, the City shall immediately return any remaining TRCC Funds to the County. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City shall immediately pay to the County an amount equal to the amount of TRCC Funds contributed to the City under this Agreement (in this case, \$200,000).

E. Reporting Requirements. Within six months following receipt of the TRCC Funds provided under this Agreement, the City 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 City has not fully expended the TRCC Funds at the time the initial Disbursement of Funds Report is submitted to the County, the City 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 City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

G. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or

similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in the City’s possession.

(ii) The City, as the recipient of “public funds” and “public monies” pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers’ and Employees’ Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

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

I. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

J. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the City's use of TRCC Funds under this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of

securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3 . GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon the City’s full expenditure of the TRCC Funds received under this Agreement and upon the City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney 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 the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and the City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's

use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to the City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

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

(c) The County's determination to contribute TRCC Funds to the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or

authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered

by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor 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

By **Melanie Mitchell** _____
Deputy District Attorney

Digitally signed by Melanie Mitchell
DN: dc=org, dc=slcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Melanie Mitchell,
email=MMitchell@slco.org
Date: 2018.05.02 08:30:35 -06'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

MURRAY CITY



By [Signature]

Name: D. BLAIR CAMP

Title: MAYOR

Dated: 6/8, 20 18

Attest:

[Signature]
City Recorder
Date signed: 6/8/2018

Approved as to Form and Legality:

CITY ATTORNEY

By [Signature]

Name: G.L. Crutchfield

Dated: 6/6, 20 18

Approved as to the availability of funds
Murray City Finance Division

[Signature]
Budget Officer

EXHIBIT A
City's TRCC Application

TRCC APPLICATION

ORGANIZATIONAL INFORMATION

Date: 09/27/2017

Please include employee org chart, list of board members, and copy of annual budget with application. Applications are due by September 1, 2017. Please submit completed applications to Brad Kendrick at bkendrick@slco.org

Organization: Murray City
Contact Name: Doug Hill
Street Address: 5025 South State
City: Murray State: Utah
Website: murray.utah.gov
Phone Number: 801-270-2404 Email: dhill@murray.utah.gov

Total # of Staff: 12 Number of Annual Volunteers: 100

Total Organization Budget: \$ 39,500,000

Is your organization a government entity:

☒ Yes

☐ No

Is your organization nonprofit or tax-exempt:

☒ Yes ☐ No

Organizational Mission Statement:

Established by city ordinance, Murray City Cultural Arts/Arts Advisory Board mission is to promote the development, awareness and appreciation of, and participation in the cultural arts and humanities in the City. To carry out this purpose, the Board is empowered to promote the broad spectrum of the arts in the community of Murray including the performing, visual, and literary arts; to encourage and support other community based art organizations which provide cultural arts opportunities for city residents; to advocate for the arts as a significant element of the school curriculum; and to promote resources including staffing, facilities, and funding which support the implementation of year-round cultural arts activities focused for the benefit of city residents.

Description of Organization:

Murray's Cultural Arts Division functions within the Murray City Parks and Recreation Department. Two paid staff assisted by the nine-member city appointed Murray Arts Advisory Board, plan and guide the vision and implementation of arts programming for the City. Programming is supported by independent production staff and artists, many community volunteers, and parks and recreation staff who provide office support, program set up, and facility maintenance for the Murray Park Amphitheater during the summer season. The # of paid staff listed above reflects the staffing for the arts with recreation and supporting staff. The budget reflects the city general fund with a cultural arts operational budget of \$412,236.

Population Served: (Include demographics, i.e. age, race, ethnicity, income levels, etc...)

Murray City Cultural Arts serves its own residents of 49,500 and the broader Salt Lake Valley with patrons representing every zip code in the county which reflects all ages, race, ethnicity, and income levels. Ticket prices are kept low to provide access for low income families with no tickets above \$10 to our season events. Approximately 150-180 programs/events are implemented involving 35,000+ patrons and 2000+ artists each year. Our summer season is attended by approximately 10,000 patrons involving over 500 amateur and professional artists.

Geographic Area Served:

Patrons and artists participating in Murray Park Amphitheater events come from Utah County to Davis County and from Tooele to Cheyenne Wyoming.



TRCC APPLICATION

PROPOSAL REQUEST

Project Name:	Murray Park Amphitheater Remodel		
Type of Request:	Capitol Campaign		
Requested Amount:	\$ 200,000	Project Budget:	\$ 3,031,650
		Percent:	.07
Can funding for this project be paid in installments over multiple years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, number of years: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3			
Is the request for repetitive funding for multiple years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, number of years: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3			

Request Description (indicate how your request fits within the TRCC parameters):

The 650 seat Murray Park Amphitheater provides extensive cultural programming for county residents. The remodel features improvements to the stage, bathrooms, storage areas, handicapped seating, and stair safety handrails. Major additions include a stage shell, dressing rooms and cast bathrooms, green room, permanent concession and ticket space, additional public bathrooms, and secure tech booth. The new design also features a landscaped plaza that is visually pleasing as patrons approach the facility and connects the facility to the rest of the park.

This request of \$200,000 (in addition to the original county contribution of \$1,273,854) will complete the final financial obligations for this project. Projected costs were estimated at \$2.5 million through 2 schematic design reviews. However bids came in at \$2,716,224 with unexpected change orders to reflect the final construction costs of \$2,810,252 due to skyrocketing construction demand. During construction, change orders were necessary for some unforeseen challenges including rerouting an underground well, adding some additional costs with the final project cost of \$3,031,650. When the project bid came in nearly 1/2 million dollars short, we solicited and received \$225,000 from private donors. We also submitted a \$200,000 request from the state legislature which we were told was coming through the county but some miscommunication has led us to the TRCC process again.

Description of Community Benefits:

The benefits of the newly remodeled facility includes an improved artist and patron experience including ADA access, improved operational support, and better connects the facility to the surrounding environment of Murray Park. We experienced a 25% increase in attendance in the first production in the partially finished facility in July 2017.

For Capital Projects describe how the ongoing Operational and Maintenance Expenses will be funded:

The City has demonstrated a commitment to fund the maintenance and operating expenses of the Murray Park Amphitheater for over thirty years with Parks staff providing maintenance and Cultural Arts full time and seasonal tech staff implementing programming and operations.

Other Committed Funding Sources:

Contributor:	Murray City	Amount:	\$ 1,332,796
Contributor:	George S and Dolores Dore Eccles Foundation	Amount:	\$ 100,000
Contributor:	Sorenson Legacy Foundation	Amount:	\$ 75,000
Contributor:	Wheeler Foundation	Amount:	\$ 50,000

EXHIBIT B
Disbursement of Funds Report



RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUND REPORT

This report is **REQUIRED** for all contributions more than \$2,500.

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: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ EMAIL: _____

CONTRIBUTION AMOUNT: _____

DATE RECEIVED:

Please describe how the money was spent and how this funding contributed to the success of your organization.

Dated this _____ day of _____, _____. Recipient _____