

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2019

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND WEST VALLEY CITY FOR A CONTRIBUTION OF TRCC FUNDS TO HELP FINANCE CERTAIN AUDIOVISUAL IMPROVEMENTS AT THE UTAH CULTURAL CELEBRATION CENTER

RECITALS

A. Salt Lake County (the “County”) and West Valley 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. The City owns and operates the Utah Cultural Celebration Center (the “Center”) located within the City.

D. In 2018, the City requested TRCC Funds from the County —through the County’s Cultural Facilities Support Program - to update audio visual technology throughout the Great Hall and main floor of the UCCC facility and the amphitheater (the “Project”). The County Council appropriated TRCC Funds for this purpose in the 2019 Salt Lake County Budget.

E. 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.

F. 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 West Valley 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 _____, 2019.

Richard Snelgrove, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

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

APPROVED AS TO FORM:

Dianne R. Orcutt
Deputy District Attorney

ATTACHMENT A
Interlocal Cooperation Agreement between Salt Lake County
and West Valley City

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

WEST VALLEY 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 the Department of Community Services (“County”) **WEST VALLEY 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.”

R E C I T A L S:

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 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.

C. 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 cultural facilities.

D. The City owns and operates the Utah Cultural Celebration Center (the “Center”) located within the City.

E. The City has requested TRCC Funds from the County —through the County’s Cultural Facilities Support Program - to update audio visual technology throughout the Great Hall and main floor of the UCCC facility and the amphitheater, as described in the City’s Cultural Facilities Support Program (“CFSP”) Application attached hereto as **EXHIBIT A** (the “Project”). The County Council appropriated TRCC Funds for this purpose in the 2019 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 “Cooperation Act”), and, as such, are authorized by the 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 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 this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

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

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. The County agrees to reimburse up to two hundred and fifty thousand dollars (\$250,000.00) in 2019 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 solely to cover costs incurred by the City to make the improvements described in **EXHIBIT A**.

(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 CFSP 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 October 31, 2019, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. For each reimbursement request, City shall furnish to County the 2019 TRCC Reimbursement Form, attached hereto as **EXHIBIT B**, together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. City will make all requests for reimbursement under this Agreement no later than **October 31, 2019**. If City anticipates being unable to use the TRCC Funds before the October 31, 2019 deadline, City may make a request for an extension of time, no later than September 30, 2019. Requests for extension of time must be made in writing and directed to the County Community Services Department.

F. Reporting Requirements. 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, no later than December 31, 2019.

G. 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.

H. 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).

I. 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.

J. 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.

K. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3. GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the

County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon the City’s full expenditure of the TRCC Funds received under this Agreement and upon the City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City’s obligations in Paragraphs 2H, 2I, 2J, and 2K above and Paragraph 3E 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 from the City 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 plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

(c) 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.

(d) 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 compensation 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.

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By 
Holly Yocom
Department Director

Dated: , 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By 
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

WEST VALLEY CITY

By Ron Bigelow

Name: Ron Bigelow

Title: Mayor

Dated: April 23, 2019



Attest:

Nichole Comac
Nichole Comac, City Recorder
Date signed: 4.23.19

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By Brandon Hill

Name: Brandon Hill

Dated: 4/10/, 2019

EXHIBIT A

City's Cultural Facilities Support Program Application

Salt Lake County
CFSP
Community Services CFSP
Cultural Facilities Support Program (CFSP) 2018
11/26/2018 deadline

WVC Division of Arts & Culture / Utah Cultural Celebration Center UCCC Facility-wide AV Tech Update

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

USD\$ 250,000.00 Requested

Submitted: 4/19/2018 9:55:14 PM (Pacific)

Project Contact

Susan Klinker
susan.klinker@wvc-ut.gov
Tel: 801-965-5101

Additional Contacts

Andrew.Wallentine@wvc-ut.gov

WVC Division of Arts & Culture / Utah Cultural Celebration Center

1355 W 3100 S
West Valley City, UT 84119

Assistant City Manager

Paul Isaac
paul.isaac@wvc-ut.gov

Telephone 801-965-5101

Fax 801-965-5111

Web www.culturalcelebration.org

Application Questions [top](#)

All Applicants

1. Organization Overview: History, programs & services offered, audiences served.

West Valley City Administration is proud of how the UCCC as a cultural complex serves to enhance the quality of life for residents throughout Salt Lake County, and is committed to maintaining the Center's reputation as a state of the art cultural facility. This funding request expands upon the opening of the Plaza Level of the facility in April 2017, and now requests support to bring original outdated technologies on the main floor of the facility and in the amphitheater up to current standards. The UCCC AV Tech Update Project reflects the City's highest priorities for advancing the Center's growth, utilization, and sustainability in coming years. In addition to public arts and cultural programs provided by the UCCC, the Center's facilities are in high demand for independent local arts organizations and non-profits events and public gatherings of all kinds. These organizations choose the UCCC because of its central location in the county, easy access, cultural identity in the community, excellent facilities, reputation for supportive staff, and affordable pricing. The UCCC AV Update Project will benefit a great diversity of artists, presenters, and audiences for years to come.

Background:

The Utah Cultural Celebration Center provides opportunities for people to learn, experience, and celebrate art, culture, and the community. The UCCC is designed to strengthen a sense of unity among the people of the Wasatch Front by highlighting cultural wealth and creativity and providing a forum for presenting local talent in music, dance, visual and performing arts. Opened in 2003, the UCCC is a community based, municipally owned arts and cultural complex that provides a place where people of all backgrounds and socio-economic levels can come together to share ideas, inspire, nurture, and learn from one another through experience of the arts. The West Valley City Division of Arts and Culture, the primary arts agency of West Valley City, operates the UCCC facility and presents public programs. Target audiences include the most ethnically diverse populations in the state, as well as low income communities, families, students, and the general public. The UCCC's centralized location within Salt Lake County supports a regional audience draw as well as convenient access by west side populations who are otherwise under served in access to the arts. The UCCC is situated alongside the Jordan River with easy access to bike and pedestrian trails and natural areas, making the campus a great destination for all kinds of public arts and cultural events including festivals, concerts, theatrical performances, gallery exhibits, educational programs, ceremonies, celebrations and more.

The UCCC opened in 2003 in response to community initiatives to create a place where people could come together to

experience & practice diverse art forms, learn from each other, and celebrate community. From day one, partnership with community-based arts organizations has been the foundation of our work. We seek to expand opportunities and access to resources for underserved audiences and arts organizations. Our model of program collaboration supports local artists by providing a venue/stage, a forum for their art, and technical support to professionally present their work. We help present local artists at their best, while building capacity, growing audiences, and expanding professional networks together. Our collaborative approach uses the arts as a tool for community development and encourages sharing of distinct art forms as a means to build community cohesiveness. Our emphasis on collaboration with informal arts organizations places the UCCC in a unique position among our peers.

2018 programs include:

-ARTrageous Educational Program: Serving over 6,000 annually, ARTrageous is a year-round series of educational activities such as artist demonstrations, gallery tours, performances, and hands-on workshops. Primarily serving underserved school populations, programs are offered both on-site and in schools throughout SL County with preference given to WVC schools.

-Gallery Exhibits: The Celebration Gallery and secondary exhibition areas show over 15 exhibits per year, reaching 40,000 visitors and making arts and cultural experiences accessible to everyone. Exhibits include community, regional, national, and international artists and cultural groups.

-WorldStage! Concert Series: These 8-12 summer and winter concerts include local, touring, and international groups performing in a variety of genres.

-Partners Program: More than 250 artists rehearse in the facility weekly in this creative program that includes performance exchange in lieu of facility fees. The public is enriched by cultural performances, and the artists are supported with a regular place to practice their traditions.

-Cultural Festivals: Cultural and educational festivals are a large part of our programming cycle and reach over 6,000 patrons annually. These include the Day of the Dead Celebration, now in its 13th year, which brings cross cultural communities together to celebrate this important holiday that is growing in popularity each year. The University Diversity Mash Up encourages students to explore career choices and educational opportunities at Utah's colleges and universities. The Wasatch International Food Festival draws approx. 3,000 people each year, to enjoy a rich experience of food and music traditions from across the globe. What better way to bring people together than through the artistry of food and culture.

Because we host performances and events across multiple genres, our audiences are inherently quite diverse. They include different groups of people with interests in fine arts, crafts, music, dance, theater, literature, ethnic arts, culinary arts, humanities, educational programs, and much more. Our collaborative model of partnering with other local organizations to share resources and multiply program outcomes brings built-in audiences with each new project, consistently increasing our reach and expanding our overall audience base. We are exploring potential new collaborative projects with many popular local arts organizations such as Caleb Chapman Soundhouse's Peaks Jazz Festival, and The BEE: Stories from the Hive.

Our marketing strategies include a robust broad based marketing plan reaching our social media followers and the general public, developing programs and events that appeal to younger audiences, and continually fine tuning our work in response to changing demand for arts programs throughout Salt Lake County. Thanks to in-kind donations from Alpha Media, iHeart Radio, and Adelante Media, we have been able to market our events extensively over several high traffic radio stations and in different languages. Our main goal for engaging larger audiences has focused on reaching younger audiences and highlighting pop culture trends.

With the grand opening of the plaza level in Spring of 2017, the UCCC interior facility capacity has nearly doubled. Our immediate focus is to maximize the increased capacity the expanded facility brings, to present artists and better serve the public, as well as increase revenues to further offset overhead costs. Our primary goal is to get more people through the doors engaging in the arts. This will be accomplished through increased visibility, marketing, and rental bookings. The expanded facility also includes a new art and archive storage system and a vault which enhances our ability to appropriately manage our collections and achieve our conservation goals. Our short term goals are the steps we will take to achieve our long term goals.

Short Term Goals

- Finalize a plan for outdoor amphitheater renovations and obtain city approvals.
- Increase visibility, marketing, and web presence through new website, expanded blog, newsletter, and social media posts.
- Increase facility usage by community based arts organizations through expanded networking & marketing.
- Increase smaller exhibitions in response to increased facility capacity.
- Develop collections management policies through training & research of best practices.
- Increase staff in response to expanded facility & capacity through new hires and interns as appropriate.

Long Term Goals

- Continue to be innovative in our approach to discovering new community arts partners.
- Expand revenue streams to offset program and overhead costs.

- Further develop our relationships and strengthen our position within the regional arts infrastructure base.
- Implement full scale Collections Management Policy for art & museum collections.
- Identify further growth opportunities to develop the UCCC Campus as a regional arts destination.
- To be recognized as the leading venue and support team for community based arts events in the region.

2. Project Description.

The UCCC AV Tech Update Project is a priority driven proposal to update audio visual technology throughout the Great Hall and main floor of the UCCC facility and the amphitheater. With the vast diversity of programs presented at the UCCC, this project will benefit thousands of artists, presenters, and audience members each year.

Specifically, the project includes amphitheater AV enhancements to include motorized trusses for sound and light systems, a seasonally removable dance floor, and bird netting for trusses over the stage and first rows of audience seating. Within the UCCC Great Hall and Main Stage, we plan to upgrade the stage audio visual rack to include a new controller with Crestern, audio and video switches, and new cable and wiring for HDMI digital input boxes and plates. Stage enhancements will also include 3 new HD wide format screens and projectors to replace existing outdated equipment. Throughout the upper floor we plan to retrofit rooms with new video display screens (65"-85"), Apple TV boxes, new cabling, Crestern interface panels, and new audio speakers. The Board Room will include new video conferencing capability. The Main floor of the facility will also be retrofit with new cabling and speakers throughout, an upgraded control panel, amplifiers, and AV interface. Existing projectors and manual drop down screens from the upper floor will be re-purposed in plaza level classrooms 101-104.

Background:

The UCCC was initially opened in 2003 to serve as a cultural complex for public programming as well as community based performances and presentations. In April 2017, West Valley City proudly opened the first significant expansion of the facility. This was consistent with the City's Master Plan to develop the facility slowly over time as demand and need in the community grew. Opening of the Plaza Level manifested a \$4 million dollar investment and nearly doubled the capacity of the facility. Finishing the basement level space included a diversity of rooms specifically designed for flexibility in accommodating public gatherings of all kinds including cultural performances, exhibition areas, rehearsals, workshops, school performances, graduations and ceremonies, town hall meetings, gatherings for civic dialog, educational training, seminars, and regional symposiums. In addition, spaces are designed to accommodate diverse private, commercial and non-profit interests that often include fundraisers, festivals, multi-media presentations, concerts, ceremonies, graduations, dances, family reunions, and cultural celebrations of all kinds.

Once the newly opened Plaza Level spaces became available, the UCCC management team quickly realized the deep connection between updated technology and community need. We did not have a clear sense of how outdated our facility AV systems had become. Newly available spaces were being booked quickly and immediately re-reserved for events in subsequent years. Moving forward, the UCCC management team can clearly demonstrate the relationship between updated technological interface and facility bookings for events of all kinds. The proposed AV project enhancements will allow us to stay on par with emerging technologies that other competitive facilities currently offer, allowing us to better serve our diverse community.

3. How does the project fit within the Cultural Facilities Visions & Principles? (see Guidelines & Policies)

This project is a perfect fit with the guidelines & principles for Cultural Facilities, and directly serves to support the stated Mission and Vision for the Cultural Facilities Support Program. This project "concurrently meets the regional community's multiple cultural needs of a broad spectrum of organizations and individuals including but not limited to theater, dance, music performances & rehearsals, and visual and media arts classes and exhibitions." Furthermore, it "demonstrates credible public support in the form of a diverse and active audience and artist participant base." (per SLCO CFSP Policies document)

Because of the Utah Cultural Celebration Center's unique character and ability to assist other local organizations to present themselves in their best light, the AV Tech Update Project and the UCCC mission in general, connects deeply with every one of the Cultural Facilities Support Program Guiding Principles. 3 key Principle connections follow:

- To address current and future needs of communities throughout the county:

The UCCC is owned, operated, and supported by West Valley City. It is located within the parameters defined for a SL County Mid-Valley Cultural Center, and serves residents in the central-west side of the County.

- To only support projects that demonstrate readiness, feasibility, and sustainability:

The Center has a strong 15 year history of diverse arts and cultural programming and service to local organizations throughout the region in hosting public gatherings of all kinds. The Center and its staff have matured and grown over time, expanding and maintaining this beautiful facility with the ongoing support of West Valley City Administration, Salt Lake County, Utah Div of Arts & Museums, and local philanthropic interests.

- To support projects which enhance the ability of arts and cultural organizations to improve, expand and/or sustain programming:

The AV Tech Update Project supports the UCCC and its diverse users in enhancing the quality and professionalism of public presentations through technology. AV Tech upgrades at the UCCC will directly serve many other arts and cultural organization as well.

4. Evidence of local support and community need justifying the project.

Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.

Letters of support are attached that demonstrate the need for this project. These include well known presenters that use stages at the UCCC including the Utah Symphony, Westminster Greek Theater, Utah Shakespeare Festival Shakespeare in the Schools, community theater performances, The Mundi Project, Eastern Arts, and more.

5. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The UCCC AV Tech Update Project, will benefit many artists, presenters, and audiences beyond the scope of UCCC arts and cultural programming.

Over 56,000 guests attend arts and cultural events presented by the UCCC annually. See the UCCC 3 year events list attached.

Events hosted by others brought the grand total to 102,000 UCCC visitors in 2017.

These include all kinds of public and private events. A list of all current bookings through the end of the year is attached. A sample list of independent arts and cultural events and public events (hosted by others) booked at the UCCC within the the next 2 months follows:

West Valley Symphony rehearsals, Weaving Workshop, Latin Dance Heritage rehearsals, Jewish Chabad Gala, Mary Poppins theatrical rehearsals & performances, a graduation ceremony, a graduation dance, Calligraphers Workshop, Island Traditions Dance rehearsals, Mountain West Arts Conference, a non-profit Young Humanitarian Awards Ceremony, West High School Prom, Miss Margene's Dance Studio Spring Show, Juneteenth Celebration (African American Celebration), Caleb Chapman Sound House Concert, Cinco de Mayo Celebration, Ilan Chester Concert (International Artist), Utah Division of Arts & Museums Change Leader Conference, and Salsa Under the Stars.

In addition, non-profit conferences in this time period include UEA Summer Leadership Conference, Chamberwest Luncheon, AUCH Statewide Health Conference, UTORCA Conference (Retail Crime), Suicide Prevention Training, Government Accountant's Conference, Wasatch Front Regional Council Outreach Meeting, Special Olympics of Utah, ACMA Conference (Nurse /Social Workers), WVCPD Surviving a Mass Shooting Training, Utah AFL-CIO Conference, and many more.

A funding award to the UCCC for this project, will benefit many regional arts and cultural organizations, non-profits, and governmental agencies.

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

The UCCC provides opportunities for people to learn, experience, and celebrate art, culture, and the community. We strive to provide programs, events, and an excellent venue to the people of West Valley City, Salt Lake County, and the State of Utah.

The UCCC was developed on a social entrepreneurship model. As such, we rely on revenues generated through commercial and private bookings to help offset overhead costs, and nourish the development of local arts and cultural programs and public arts experiences. Simultaneously, visitors who attend private and commercial events at the UCCC are invited to engage in arts experiences by visiting an exhibit or casually observing an arts event in progress. They may come for another purpose and have an arts related secondary experience during their visit. The UCCC management team values this unique position we hold among our peers with the high volume of foot traffic through the facility. We appreciate our ability to cross pollinate ideas, arts, culture, and the humanities among a wide range of diverse audiences visiting the UCCC for many different purposes.

The UCCC AV Tech Update Project replaces and updates equipment that is 15 years old on the main level of the facility. The project serves all those who use the Center and attend events in the facility. The project is integral to our organization's mission and sustainability.

7. Describe how your current project funding has been secured.

West Valley City is committed to maintaining the Center as a state of the art facility and has committed \$250,000 funding toward this project. The UCCC budget currently has \$50,000 contingency funds set aside for the 10% match cash-in-hand required at the time of application. However, those funds will fall back into the general fund in June at the close of the fiscal year. In FY 18-19 there will be a new allocation of City funds totaling \$250,000 for the match on this project. A commitment letter for matching funds from West Valley City is attached.

8. Document your ability to raise the required project funds.

A commitment letter for matching funds from West Valley City is attached.

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

We anticipate that the UCCC AV Tech Update Project will have a positive impact on earned revenues due to increased demand and facility bookings, larger audiences, and direct usage fees passed along to end users. The Project creates new service tools that will ultimately result in an enhanced experience for artists, presenters, and patrons. We believe this project will result in a 20% increase in utilization of the facility within 3 years, which should increase revenues correspondingly.

10. Please specify type of funding you are requesting

☐ Consulting

☒ Capital

Consulting Applicants

11. Type of consulting services

NA

12. Goals and objectives of consulting services

NA

13. Scope of Work, expected deliverable and timeline

NA

14. Payment schedule for the work and expenses.

Upload a detailed project budget document (documents tab) by a qualified professional.

NA

Capital Applicants

15. What is the site location of your project.

The Utah Cultural Celebration Center facility, 1355 w 3100 S, West Valley City

16. Describe the current facility and specify if it is owned or leased.

Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).

The Utah Cultural Celebration Center Facility is owned and operated by West Valley City.

17. What is the overall project timeline?

Initial definition of project scope and design began in Jan 2018. If funding is approved, we anticipate project completion no later than December 2019.

18. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five year expense forecast and a long term maintenance budget plan.

Future capital maintenance and operating expenses are included in the annual budget for West Valley City Division of Arts and Culture. We anticipate that equipment upgrades and improvements included in this proposal will not significantly increase our annual budget, and will in fact help to generate new revenue streams further offsetting overhead costs.

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

The UCCC facility is owned and operated by West Valley City and is managed within the City's Division of Arts and Culture. The Division staff provides a wealth of multi-disciplinary and professional expertise in managing events onsite as well as outreaching to the surrounding community.

The UCCC Tech Update Project management team will include:

Andrew Wallentine- WVC Division of Arts & Culture, Division Manager
Jeff Olsen – WVC Division of Arts and Culture, Assistant Division Manager
Anna Cutler – Executive Assistant and Administrative Support
Jake Arslanian- WVC Facilities Support Services Manager

The UCCC Programming Team will have an indirect role in the project, giving input on the project scope, priorities, and intended outcomes.

Susan Klinker – Public Programs Manager
Michael Christensen – Visual and Performing Arts Manager

Key project management team staff bios follow:

Andrew Wallentine, West Valley City Division of Arts & Culture, Manager
Andrew has been with West Valley City for three years and was assigned as Manager of the City's Division of Arts and Culture in the Fall of 2016. Andrew holds a Masters degree in Public Administration and a BS in Political Science and has experience working with both municipal governments and non-profit organizations. Andrew has a great love for the arts and is very excited to be part of the team at the Utah Cultural Celebration Center. Andrew hopes that through his leadership, the UCCC will continue to build upon the wonderful foundation of past years as the community continues to come together at the UCCC to Learn, Experience, and Celebrate.

Jeff Olsen, West Valley City Division of Arts & Culture, Assistant Division Manager
Jeff has been doing special events for over 20 years and has done everything in the field from dish washing and custodial work to box office, concessions, sales & project management. At the Utah Cultural Celebration Center, Jeff currently oversees venue sales, finance, operations, box office, concessions, graphic design & marketing. He has his BA in Political Science from the University of Utah and is working towards his CVP & CVE. He is a member of IAVM and IFEA.

Anna Cutler, Administrative Assistant
Anna has over 10 years experience at the helm, covering the front desk at the UCCC, and all aspects of administrative support for the Division Manager and the whole team. Anna also inputs daily accounting records for all revenues and accounts payable and keeps tabs on the pulse of the organization as a whole.

Jake Arslanian, WVC Facilities Support Services Manager
Jake has supported West Valley City Administration for many years through the Public Works Dept., and is responsible for overseeing facilities maintenance, management and capital improvement projects city wide.

Susan Klinker, Public Programs Manager
Susan is responsible for the creative development and implementation of programs consistent with the UCCC mission. Collaboration, innovative partnerships and civic engagement are the foundations of her work. Susan manages the Center's Partner's Program, ARTrageous educational program, grant writing, and serves as the center's volunteer coordinator. She has been a driving force in the Center's development since ideas about creating this special campus were first germinated in public meetings. Susan holds a Master's degree in International Development, and BA's in Cultural Anthropology, Urban Planning and Design.

Michael Christensen, Visual & Performing Arts Manager
Mike received his Master's degree in American Studies with a folklore emphasis at Utah State University. His responsibilities include overseeing and installing gallery exhibitions, handling collections and working with Utah's folk, traditional, and ethnic communities, assisting them in producing concerts, festivals, demonstrations, and celebrations. He is a talented stage emcee and has great audience report. Mike has acted as the president of the Folklore Society of Utah and has served on various nonprofit boards and community focused projects.

20. Architectural information including site plan, space program and schematic design (optional).

Please upload above mentioned architectural documents (document tab).

See key plan attached.

21. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning if applicable, and contingency plans for cost overruns.

Please upload above mentioned construction information documents (document tab).

See project budget estimate and detail support attached.

Budget Details [top](#)

Project Budget

Project Budget	Capital Request	Consulting Request	Detail
Total Project Budget	500,000		
Funding Currently in Place	50000		\$50,000 Cash match currently available, \$250,000 total to be allocated by WVC FY18-19, effective July1, 2018
County Funding Requested	250000		

Project Financial Information Detail

Financial Detail	Capital	Consulting	Detail
Cash On-hand	50000		Commitment in current budget, falls to fund balance June 2018, to be reallocated for FY 18-19
Pledges - Unrestricted			
Pledges - Restricted	200,000		City General Fund, new funds approved to be authorized effective July 1 FY 18-19
Pledges - Pending or Projected			
In-Kind Donations			
General Obligation Debt			
Bond Issue			
Capital Reserve			

Documents [top](#)

Documents Requested *

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

For Consulting projects upload a detailed consultant project budget document by a qualified professional.

For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.

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

Required? Attached Documents *



[3 Year List of UCCC Public Programs](#)

[Overview Video](#)

[WVC Letter of Commitment](#)

[UCCC Future Bookings List](#)

[8 Letters of Support from Stage Users](#)

[Project Budget Estimate & Detail](#)



[3 Yr Budget Detail](#)

submitting a municipal budget, please include relevant sections, not the entire budget.

Administrative Documents *

PRT & BOARD Scoresheet - UCCC AV Equipment

2018 CFSP Board Meeting Report 06 13 18

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Application ID: 110329

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EXHIBIT B
2019 TRCC Reimbursement Form



2019 TRCC Reimbursement Form

Submittal Date:		Guidelines:	
Contract Number:		* Supporting documentation required, inv	
Organization Name:		* Sales orders accepted with proof of pay	
Project Name:		* Quotes will not be accepted	
Contact Name:		* Sales tax will not be reimbursed	
Phone Number:		* Administrative overhead will not be reir	
E-Mail:			
Item #	Invoice Date	Vendor	Description
1			
2			
3			
4			
5			
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			Total Request for Reimbur

2/20/2019

Submit this form and supporting documentation to
lokino@slco.org.

EXHIBIT C
Disbursement of Funds Report



TRCC RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUNDS REPORT

NAME OF ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ EMAIL: _____

CONTRIBUTION AMOUNT: _____

1. PLEASE DESCRIBE HOW THE MONEY WAS SPENT AND WHAT OTHER CONTRIBUTIONS WERE MADE TO YOUR PROGRAM:

2. PLEASE ATTACH A DETAILED PROJECT EXPENSE SUMMARY.

DATED THIS _____ DAY OF _____, _____. SIGNATURE: _____