

COTTONWOOD HEIGHTS

RESOLUTION NO. 2016-37

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR TRCC FUNDING (BUTLER MIDDLE SCHOOL AUDITORIUM SOUND SYSTEM)

WHEREAS, Salt Lake County (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*”); and

WHEREAS, 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; and

WHEREAS, on 4 December 2014, the city of Cottonwood Heights (the “*City*”) entered into an interlocal agreement with Canyons School District (the “*District*”) whereunder the City agreed to reimburse the District for the cost of increasing the size of the auditorium (the “*Auditorium*”) being constructed in the new Butler Middle School building from 750 seats to 1,000 seats, in order to provide a larger venue for City-sponsored events such as plays, performances, meetings, debates and the like; and

WHEREAS, since opening of the Auditorium for use by the City, it has become apparent that its sound system is inadequate for many concerts, plays and other cultural events sponsored by the City; and

WHEREAS, consequently, the City has applied for and requested TRCC Funds from the County to defray \$30,000 of the cost of the additional sound equipment needed to appropriately enhance the sound system in the Auditorium (the “*Equipment*”); and

WHEREAS, the County appropriated TRCC Funds for such purpose as part of its 2016 budget; and

WHEREAS, the City and the County are “public agencies” for purposes of the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.* (the “*Cooperation Act*”), and are authorized by the Cooperation Act 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; and

WHEREAS, the Cooperation Act also authorizes a public agency to share its tax and other revenues with other public agencies; and

WHEREAS, for that purpose, the County and the City desire to enter into the agreement that is attached as an exhibit hereto (the “*Agreement*”) for the purpose of effecting the grant of \$30,000 in TRCC Funds to the City for use in purchasing the Equipment, on the terms and conditions specified in the Agreement; and

WHEREAS, the City’s city council (the “*Council*”) met in regular session on 10 May 2016 to consider, among other things, approving the City’s entry into the Agreement; and

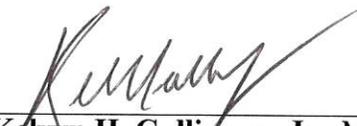
WHEREAS, the Council has reviewed the form of the Agreement and, after careful consideration, has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2016-37, shall take effect immediately upon passage.

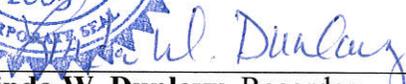
PASSED AND APPROVED this 10th day of May 2016.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kelvyn H. Cullimore, Jr., Mayor



ATTEST:


Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 10th day of May 2016.

RECORDED this 10 day of May 2016.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

for its Department of Community Services

and

CITY OF COTTONWOOD HEIGHTS

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **CITY OF COTTONWOOD HEIGHTS**, 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, § 2.15.010.

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

C. The 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 has requested TRCC Funds from the County—through the County’s Cultural Facilities Support Program—to help it fund the project described in its Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to help fund an upgrade of the sound system and sound equipment used for programs and concerts at the Butler Middle School Auditorium. The County Council appropriated TRCC Funds for this purpose in the 2016 Salt Lake County Budget.

E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a

county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter 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. The County agrees to contribute Thirty Thousand Dollars and No Cents (\$30,000.00) to the City from its TRCC Funds, all on the terms and subject to the conditions of this Agreement.

B. Requirements for Contribution. The County will have no obligation to contribute TRCC Funds to the City unless and until the following conditions have been fulfilled to the County's satisfaction:

(i) The City has hired a sound engineer to evaluate the Butler Middle School Auditorium space and to identify in writing specifications for a sound system that will be appropriate for such space. A sound system that meets the specifications identified by the sound engineer will be referred to hereinafter as an "Appropriate Sound System."

(ii) The City certifies to the County in writing that the sound system it plans to purchase and install at the Butler Middle School Auditorium is an Appropriate Sound System.

(iii) The City certifies to the County in writing (a) that an Appropriate Sound System can be purchased and installed by the City without exceeding the \$60,000 budget identified in the City's Cultural Facilities Support Program Application attached hereto as EXHIBIT A; or (b) that the City will cover any expenses in excess of the \$60,000 budget in order to purchase and install an Appropriate Sound System.

C. 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 purchase and install an Appropriate Sound System at the Butler Middle School Auditorium, which may be used for programs and concerts and as otherwise described and contemplated in the City's Cultural Facilities Support Program Application attached hereto as 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 Cultural Facilities Support Program 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 Cultural Facilities Support Program Application. If the City fails to make such a matching contribution within one (1) year after receipt of the TRCC Funds provided by the County to the City under this Agreement, the Parties agree that the County may, in its sole discretion, require repayment of TRCC Funds from the City for noncompliance with this provision. Furthermore, the City shall fund any costs above and beyond the anticipated cost of \$60,000 for an Appropriate Sound System.

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, 2016**. If the City does not fully expend or is unable to fully expend the TRCC Funds prior to December 31, 2016, 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, \$30,000).

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 2D above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2E, 2F, 2G and 2H 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 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 which 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 _____
Erin Litvack
Department Director

Dated: _____, _____

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

CITY OF COTTONWOOD HEIGHTS

By: _____
Kelvyn H. Cullimore, Jr., Mayor
Dated: May 10, 2016

ATTEST:

By: _____
Linda W. Dunlavy, Recorder
Date signed: May 10, 2016

Approved as to Form and Legality:

CITY ATTORNEY:

By: _____
Wm. Shane Topham, City Attorney
Dated: May 10, 2016

EXHIBIT A
City's Cultural Facilities Support Program Application

EXHIBIT B
Disbursement of Funds Report

2015 APPLICATION FORM

Project Title	Cottonwood Heights Arts Council Sound System Upgrade
Project Address	Butler Middle School 7380 S 2700 E. Cottonwood Heights, Utah 84121
Contact Name	Linda Dunlavy
Contact Email	ldunlavy@ch.utah.gov-
Contact Phone	801-944-7021
Contact Address	1265 E. Fort Union Blvd. Suite 250 Cottonwood Heights, Utah 84047
Organization Website	Cottonwoodheights.utah.gov

A. Project Eligibility

1. Project Location

Project located in County Council District # 4

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

2. Artistic/Cultural Discipline

Must check at least one

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

3. Project Sponsorship

Must check at least one and attach appropriate documentation if noted

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



Salt Lake County Cultural Facilities Support Program 2015 Application

B. Financial Information

Applicants must also fill out the attached financial information worksheet.

1. Project Budget

Total Project Budget	Amount \$60,000
County Funding Requested	Amount \$30,000
Funding Currently in Place	Amount \$30,000

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

2. Type of Funding

Consulting Amount \$ _____

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

Capital Funding

<input type="checkbox"/> New construction	Amount \$ _____
<input checked="" type="checkbox"/> Renovation/Remodel	Amount \$ 30,000

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

3. Project Funds Raised To-Date

• Cash	Amount \$ 30,000
• Unrestricted Pledges	Amount \$ _____
• Restricted Pledges	Amount \$ _____
• Other _____	Amount \$ _____

4. Financial History

- Attach three years of your organization's budget to this application, including your current budget year.
The Cottonwood Heights Arts Council budget is attached as Exhibit A.



Salt Lake County Cultural Facilities Support Program 2015 Application

C. Project Narrative

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

1. All Applicants

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

2. Consulting Applicants

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

3. Capital Funding Applicants

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



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



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Project Financial Information Details

	AMOUNT	NOTES
Total Project Budget	\$60,000	
Applicant Match	\$30,000	
Funding Sources		
Attach details on separate sheet including individual pledge amounts, pledge restrictions, in-kind donor details.		
Cash on-hand	\$30,000	From cash reserves
Pledges – Unrestricted		
Pledges – Restricted		
Pending or Projected Pledges		
In-kind Donations Must be from qualified, professional organization		
General Obligation Debt Structure		
Assessed Valuation		
G.O. Debt Capacity		
Outstanding G.O. Debt		
Remaining G. O. Debt Capacity		
Bonded Debt Summary		
Bond Issue		
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
Bond Issue		
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
Capital Reserve Amount How will you pay for cost overruns?		CHAC will use revenue from productions taking place in the 2015-2016 season to mitigate cost overruns.



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Project Narrative

1) Applicant Information

- a) History—When Cottonwood Heights became a city in 2005, many community members were excited at the prospect of the creation of an arts council. They wrote numerous letters to the mayor and city council in favor of forming such a council. The Cottonwood Heights Arts Council (CHAC) was officially created by the city council in mid-2009. It is a city-sponsored advisory committee whose mission is “to organize engaging cultural events and promote community interest, involvement, and education in the arts.” Though CHAC is small and relatively new, the committee has undertaken many ambitious projects and has started to create a rich arts culture within the city. In 2009, one of the arts council’s most important goals was to produce a successful summer musical. While the summer musical is still the arts council’s main focus each year, CHAC has begun to produce events that embrace a variety of different art forms and is actively working to sponsor new events in Cottonwood Heights.
- b) Programs and Services Offered—Cottonwood Heights Arts Council has produced five musicals in its short existence, including the upcoming 2015 production of “Shrek, The Musical.” The annual summer musical is just one of the numerous events that CHAC produces each year. Past events include an annual writing contest called Write for the Heights, a photography contest with education series, and an annual art show featuring local artists. In 2014, CHAC sponsored a concert with SALT Dance Company, which had record attendance. CHAC also partnered with Oquirrh Mountain Symphony to present a Christmas Concert featuring Peter Breinholt and David Tolk. This concert featured the city’s community orchestra, appropriately named Orchestra in the Heights. CHAC’s newest venture, the creation of a community choir, is in the final planning stages. Both the orchestra and choir groups will hold quarterly free concerts at the Butler Middle School Auditorium. There is also some excitement surrounding a new children’s theater group that could potentially be centered in Cottonwood Heights.
- c) Audiences Served—CHAC serves those who live and work in Cottonwood Heights. Although, due to the close proximity of neighboring communities, many programs also benefit those who reside near Cottonwood Heights and not directly within the city limits. Senior citizens are also a major part of the population that CHAC serves.

2) Project Description

Mayor Kelyvn Cullimore, Jr. is enthusiastic about building a rich community with many arts and culture opportunities, and CHAC is fully committed to this vision. In 2013 The Salt Lake County Center for the Arts granted money to Cottonwood Heights in order to work with Canyons School District to enlarge the auditorium in the new Butler Middle School, which was then under construction. The Interlocal Cooperative Agreement between the city and the school district allows Cottonwood Heights to have first priority use of the 900-seat auditorium over



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other potential events. Because of this first priority, CHAC has been able to sponsor more community events than in past years.

The need for a better sound system in the auditorium became obvious to the arts council a few months ago. In late 2014, CHAC hosted a Christmas concert featuring Peter Breinholt and David Tolk. CHAC's own community orchestra partnered with Oquirrh Mountain Symphony to accompany Mr. Breinholt. This presented a challenge, as there were more than 150 artists performing in the concert. CHAC was not able to provide adequate sound equipment and was forced to rent the needed equipment. This was especially difficult because CHAC had not budgeted the extra \$3500 expense. CHAC has the funds to produce excellent artistic programs, but is not able to sustain the expense of renting sound equipment for every comparable production the arts council chooses to sponsor. This would not be feasible for CHAC's financial future.

Canyons School District does not currently offer a theater program in their middle schools. The sound equipment which was installed at Butler Middle School is not sufficient for big theatrical productions. Another drawback to using the school's sound equipment is that curious middle school students have accidentally broken and tinkered with equipment. Because no one person has been charged with the management of the sound equipment, CHAC is usually unaware of any problems with the equipment until they are preparing for a production.

The interlocal agreement between Canyons School District and Cottonwood Heights provides for a dedicated storage space that is locked and cannot be accessed by school personnel. The new sound equipment would be stored and locked safely after each performance. CHAC has a qualified, contracted sound engineer at every event who will ensure the sound equipment is ready to go. Although there will be some set up involved, it would be a relief to know the sound equipment is in good repair and ready for each performance.

For these reasons, CHAC is applying for the cultural facilities grant in order to purchase the following: a sound board, two stage monitors, ten wireless body microphones, two floor microphones and a stage communication system. This equipment will enable CHAC to expand its artistic endeavors and offer the patrons they serve a much better experience.

Cost estimates for the equipment are attached as Exhibit B.

3) Fit With Cultural Facilities Vision and Principles

CHAC is a local arts agency that is trying to "ensure that vibrant arts and culture events" are scheduled and taking place. CHAC is confident it can offer the community a full range of programs and cultural events, but cannot move forward without purchasing this much needed sound equipment. CHAC has a great track record of collaboration with other local arts agencies and performers, and will continue to do so in the future.

4) Evidence of Community Need

In its first production, "Joseph and the Amazing Technicolor Dreamcoat," CHAC only averaged 250 people in attendance each night. While this was a wonderful start, attendance at CHAC



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events has grown significantly over the past six years. In 2014, CHAC hosted SALT Dance Company. This particular performance was widely attended with more than 800 people seated in the audience. One month later, CHAC also produced a concert with its own Orchestra in the Heights, Oquirrh Mountain Symphony, and artist Peter Breinholt. This concert drew a crowd of more than 750 people. Because CHAC would like to bring more such productions to the city in the future, a reliable sound system is of great importance to the arts council.

Ryan Pedersen is a sound engineer with whom CHAC has contracted, and he states:

“I have over ten years of experience in sound, on both small and large scales. I have worked on a professional and volunteer basis with the Arts Council in Cottonwood Heights for the past two and half years. Although moving into the new space was a step up in many regards, the system currently in place is still lacking in many ways. The sound system is in constant need of maintenance and attention due to the place it is housed. The sound system also lacks the basic needs to have a simple musical act perform from the stage, not to mention a larger musical with multiple performers that the Arts Council puts on annually. We have supplemented in the meantime through costly rentals or had to deal with subpar sound which detracts from the professionalism that Cottonwood Heights has envisioned for their arts program.” (Full letter is included in Exhibit C, “Letters of Support.”)

CHAC will rent sound equipment for its upcoming performance of “Shrek, The Musical.” Exhibit A is evidence of the approximate cost of rental. CHAC cannot pay these rental expenses for each CHAC performance and still continue to produce quality arts and cultural events.

5) Evidence the Project is Appropriately Sized

CHAC is able to hold its events in a beautiful 900-seat theater located at Butler Middle School. This is a large space, with a main floor and upper level seating. Currently, the soundboard is housed in the same booth as the light board at the back of the theater. It is difficult for sound engineers to hear performances because there is no sound pumped directly into the booth. Engineers have to leave the door open to hear what is happening onstage. The sound is muffled and difficult to follow.

By purchasing a stand-alone soundboard, the engineers will be able to place it at the back of the theater so they can hear the program and make adjustments as needed. The new soundboard will also allow more inputs for wireless microphones. Stage monitors will allow actors and performers to better hear a live orchestra. All the equipment will be stand-alone equipment and will add to what is available at Butler Middle School. CHAC will not integrate any purchased equipment into the existing sound equipment housed at Butler Middle School. It will be set up and used for CHAC events only, or under the supervision of Cottonwood Heights’ trained personnel.

6) How the project is integral to CHAC’s mission.

The mission of CHAC is to “organize engaging cultural events and promote community interest, involvement, and education in the arts.” The biggest event each year is the annual summer musical. CHAC tries each year to grow participation in that event, thus promoting community



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involvement. CHAC believes that the community it serves is vital to the programs and events they hold. CHAC is continually encouraging public response through its events and listens to what its constituents want. On a regular basis, our community asks for more vocal artists and performance groups to give concerts. However, these kinds of programs are just not feasible with the current sound system because extra microphones and sound monitors are needed. For example, in February 2015 CHAC attempted to partner once again with Oquirrh Mountain Symphony and also bring in One Voice Children's Choir. But the council was forced to abandon those plans because it felt it could not afford the costly rental of equipment, and without the correct equipment the performance would have been a disservice to these great artists. Purchasing additional sound equipment will allow CHAC greater flexibility to produce the shows and events the public is asking for.

7) Matching Funds

CHAC has budgeted \$30,000 from its cash reserves for this project.

8) Ability to Raise Required Funds

CHAC currently has matching funds available but will continue to set aside funds for this project from money raised through ticket sales of events slated in the 2015-2016 season. CHAC is also sponsored by Cottonwood Heights and is given an annual \$10,000 allotment each year.

9) Financial Impact

CHAC estimates that maintenance for the equipment will be less than \$3,000 per year. Because the cost of maintenance of the equipment is minimal, CHAC does not foresee any difficulty with the ongoing financial requirements of this project.

Capital Funding Detail

1) Site Location

Butler Middle School Auditorium
7530 S. 2700 E.
Cottonwood Heights, UT 84121

2) Facility Information

Cottonwood Heights and Canyons School District have formed a partnership through an interlocal agreement that provides for the sharing of the auditorium space, and a dedicated storage space for the arts council to use. The two-level auditorium seats approximately 990 people.

3) Facility Maintenance Planning



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Butler Middle School is currently maintained by Canyons School District. Cottonwood Heights pays a minimal fee to the district to help maintain the space when CHAC uses it. Neither Canyons School District nor the staff of Butler Middle School will have access to the new sound equipment, as it will be secured for the arts council's use only, or under the supervision of trained city personnel. CHAC has contracted with a qualified sound professional who will maintain the equipment.

4) Project Timeline

As soon as funding is secured, CHAC will start purchasing equipment. The soundboard, being the most important piece of equipment, will be purchased first. CHAC has received quotes from various suppliers and will order equipment from the most reasonable source. At this time, the needed equipment is all in stock locally. All equipment is stand-alone and will not need to be integrated into Butler Middle School's current system. There will be no installation costs associated with this project.

5) Project Management

Deputy City Manager Linda Dunlavy will manage this project. She has been employed by the city of Cottonwood Heights since its formation and has worked with the arts council to oversee several projects in the past.

6) Architectural Information

Photos of the auditorium are attached as Exhibit D.

7) Construction Information

Because the equipment stands alone, there will be no construction or installation fees associated with this project.

8) Future Capital Maintenance Expenses

The arts council estimates that the equipment will cost \$3000 to maintain each year, which will be paid for from the moneys allotted to the council from the city and from future performance revenues.

9) Five-year Forecast

While CHAC understands there will be maintenance costs associated with this project, the cost is projected to be minimal. The life span of this equipment is estimated to be at least 10 years, depending on usage.



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10) Long Term Capital Maintenance Plan

CHAC will set aside funds from future shows to maintain all equipment. CHAC expects to get a full 10 years of use from this equipment, and quite possibly more with good maintenance. CHAC is also actively seeking community sponsors to help with long-term capital investments, and will continue to look for creative ways to find funding for future needs through benefit concerts, pledge drives, and grassroots fundraisers.

1200

FORM B

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

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

Name of Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Fax: _____

Amount: \$ _____

Date Received: _____

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