


MAYOR ERIN MENDENHALL
Executive Director



DANNY WALZ
Director

REDEVELOPMENT AGENCY *of* SALT LAKE CITY

CITY COUNCIL TRANSMITTAL


[rachel.otto \(Sep 23, 2022 15:36 MDT\)](#)
Rachel Otto, Chief of Staff

Date Received: 9/23/2022
Date sent to Council: 9/23/2022

TO: Salt Lake City Council
Dan Dugan, Chair

FROM: Rachel Otto, Chief of Staff, Mayor's Office
Danny Walz, Director of the Redevelopment Agency of Salt Lake City
Katie Lewis, City Attorney
Allison Parks, Senior City Attorney

SUBJECT: Eccles Theater Interlocal Agreements

CONTACT: Danny Walz, Director of the Redevelopment Agency of Salt Lake City

DOCUMENT TYPE: Resolutions

RECOMMENDATION: Adopt two Resolutions

BUDGET IMPACTS: N/A

BACKGROUND/DISCUSSION: As part of the joint operation of the Eccles Theater, the RDA, Salt Lake City, and Salt Lake County entered two separate interlocal agreements in 2013. The first interlocal agreement creates and sets forth the formation and obligations of the interlocal entity called the Utah Performing Arts Center Agency (UPACA). The second interlocal agreement, entitled the "Utah Performing Arts Center Operating Agreement," details the terms of the management and operation of the Eccles Theater. When both interlocal agreements were initially executed, the parties agreed that the UPACA entity would maintain its own policy of insurance for the theater. However, the parties have since learned that maintaining insurance through the County will generate significant savings for the parties. To realize these costs savings, both interlocal agreements need to be amended.

The UPACA Board of Directors voted and approved the amendments to both interlocal agreements on July 13, 2022. In accordance with the terms of the interlocal agreements and the Interlocal

Cooperation Act, the City Council may consider approving these proposed amendments through resolutions. The resolutions attached to this memo include the proposed amended interlocal agreements. Similar action will need to be taken by the RDA Board of Directors.

ATTACHMENTS:

- A. Resolution approving an amendment to the Operating Agreement
- B. Resolution approving an amendment to the interlocal agreement establishing UPACA

ATTACHMENT A: RESOLUTION

Approving an Amendment to the Operating Interlocal Agreement

ATTACHMENT B: RESOLUTION

Approving an Amendment to the Interlocal Agreement establishing UPACA

RESOLUTION NO. _____ OF 2022

(A Resolution Authorizing the Third Amendment to the Operating Agreement for the Utah Performing Arts Center)

WHEREAS, the Operating Agreement for the Utah Performing Arts Center (“UPAC”) was executed between the Utah Performing Arts Center Agency, an interlocal entity and political subdivision of the State of Utah, Salt Lake City Corporation, a Utah municipal corporation, the Redevelopment Agency of Salt Lake City, a public entity, and Salt Lake County, a body corporate and politic of the state of Utah (“County”), with an effective date of March 19, 2013, as amended from time to time; and

WHEREAS, when the Operating Agreement was initially executed, the parties agreed UPAC would maintain its own policy of insurance, however, the parties have since learned that maintaining insurance through the County will generate significant savings for the parties; and

WHEREAS, pursuant to Section 8.8 of the Operating Agreement, the parties desire to enter into the third amendment to the Operating Agreement (“Third Amendment”) to expand the definition of “Expense” and clarify that the County as the Operator will use County risk management to handle claims that arise from operations and property damage.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City that the Third Amendment to the Operating Agreement, in the form attached to this resolution as Exhibit A, is hereby approved.

Passed by the City Council of Salt Lake City, Utah this ____ day of ____, 2022.

SALT LAKE CITY COUNCIL

Dan Dugan, Chair

Attest:

City Recorder

Salt Lake City Attorney’s Office
Approved as to form:



Senior City Attorney

EXHIBIT A TO RESOLUTION

[Attach Third Amendment to Operating Agreement]

**THIRD AMENDMENT
TO
OPERATING AGREEMENT**

UTAH PERFORMING ARTS CENTER

THIS THIRD AMENDMENT TO OPERATING AGREEMENT (“**Third Amendment**”) is entered into as of _____, 2022 (“**Effective Date**”), by and between the Utah Performing Arts Center Agency, an interlocal entity and political subdivision of the State of Utah (“**Owner**”), and Salt Lake County, a body corporate and politic of the state of Utah (“**County**”, and/or “**Operator**”). Owner and Operator may be referred to individually as a “**Party**”, or collectively as the “**Parties**”.

R E C I T A L S

A. The Parties executed that certain Operating Agreement Utah Performing Arts Center (“**Operating Agreement**”), with an effective date of March 19, 2013, which Operating Agreement is identified as Salt Lake County Contract No. SG13517C and sets forth certain requirements for Operator to operate the George S. and Dolores Doré Eccles Theater, formerly known as the Utah Performing Arts Center (“**Theater**”), beginning on March 19, 2013 and ending on December 31, 2041.

B. When the Operating Agreement was executed, the Parties agreed UPAC maintain its own policy of insurance, however the parties have since learned that maintaining insurance through the County will generate significant savings for those involved.

C. Pursuant to Section 8.8 of the Operating Agreement, the Parties now wish to amend the Operating Agreement to revise the UPAC Pre-Opening Services to more reflect the Parties wishes.

AGREEMENT

THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The Parties agree 2.24 Expense. of the Operating Agreement will be amended to include property, casualty and general liability insurance, risk management and claims administration obtained through the County and treat all associated costs and claims as an operating expense. In addition, the Parties agree that legal fees associated with, general counsel duties, prosecution and defense of actions in which UPACA is a party, whether filed or not shall be included in the definition of Expense.

2. Further, Operator will use County risk management as its sole provider in handling claims that may arise from operations and property damage. County will bill Operator for the costs of such services on a full reimbursement basis and for the actual costs of any claims paid by County on UPACA’s behalf.

3. **Amendment.** All Parts, Paragraphs, Attachments and other provisions of the Agreement and any prior amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Owner, Operator, City and RDA have executed this Third Amendment to be effective as of the Effective Date.

OPERATOR:

SALT LAKE COUNTY, a body corporate and politic
of the State of Utah

By: _____
Its: Mayor or Designee
Print Name: _____

Reviewed as to form and legality

Craig J. Wangsgard  Digitally signed by Craig J.
Wangsgard
Date: 2022.06.02 15:57:35 -06'00'

Deputy District Attorney

County, by resolution of its County Council, a copy of which is attached hereto, caused this Third Amendment to Operating Agreement be signed by the Mayor, or his designee.

IN WITNESS WHEREOF, Owner, Operator, City and RDA have executed this Third Amendment to be effective as of the Effective Date.

OWNER:

UTAH PERFORMING ARTS CENTER AGENCY, an
interlocal agency of the State of Utah



By: Darrin Casper (Jul 15, 2022 11:03 MDT)

Its: _____

Date: _____

Approved as to form:

Owner, by resolution duly adopted by its Board, a copy of which is attached hereto, caused this Agreement to be signed by its _____.

IN WITNESS WHEREOF, Owner, Operator, City and RDA have executed this Third Amendment to be effective as of the Effective Date.

CITY:

SALT LAKE CITY CORPORATION, a Utah
municipal corporation

Erin J. Mendenhall
Mayor

ATTEST:

City Recorder

Approved as to legal form:
Salt Lake City Attorney's Office

Katherine Lewis

Katherine Lewis (Jul 8, 2022 13:09 MDT)

_____, Senior City Attorney

City, by resolution duly adopted by its City Council, a copy of which is attached hereto, caused this Third Amendment to Operating Agreement to be signed by its Mayor and attested by its City Recorder.

IN WITNESS WHEREOF, Owner, Operator, City and RDA have executed this Third Amendment to be effective as of the Effective Date.

RDA:

REDEVELOPMENT AGENCY OF
SALT LAKE CITY, a public agency

Erin J. Mendenhall
Executive Director

Approved as to legal form:
Salt Lake City Attorney's Office


Allison Parks (Jul 8, 2022 14:43 MDT)

_____, Senior City Attorney

RDA, by resolution duly adopted by its Board, a copy of which is attached hereto, caused this Agreement to be signed by its Executive Director, and approved as to legal form by its legal counsel.

RESOLUTION NO. _____ OF 2022

(A Resolution Approving the First Amendment to the Interlocal Cooperation Agreement
(Utah Performing Arts Center))

WHEREAS, the Interlocal Cooperation Agreement (“Interlocal Agreement”) setting forth the requirements for the formation and obligations of a certain interlocal entity called the Utah Performing Arts Center Agency (“UPACA”) was executed between Salt Lake City Corporation, a Utah municipal corporation, the Redevelopment Agency of Salt Lake City, a public entity, and Salt Lake County, a body corporate and politic of the state of Utah (“County”), with an effective date of October 30, 2013; and

WHEREAS, when the Interlocal Agreement was initially executed, the parties agreed UPACA would maintain its own policy of insurance, however, the parties have since learned that maintaining insurance through the County will generate significant savings for the parties; and

WHEREAS, pursuant to Section 15(f) of the Interlocal Agreement, the parties desire to enter into the first amendment to the Interlocal Agreement (“First Amendment”) to remove UPACA’s obligations regarding maintaining certain insurance.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City that the First Amendment to the Interlocal Agreement, in the form attached to this resolution as Exhibit A, is hereby approved.

Passed by the City Council of Salt Lake City, Utah this ____ day of ____, 2022.

SALT LAKE CITY COUNCIL

Dan Dugan, Chair

Attest:

City Recorder

Salt Lake City Attorney’s Office
Approved as to form:



Senior City Attorney

EXHIBIT A TO RESOLUTION

[Attach First Amendment to Interlocal Agreement]

**AMENDMENT 1
TO
INTERLOCAL COOPERATION AGREEMENT
(UTAH PERFORMING ARTS CENTER)**

THIS AMENDMENT TO OWNERSHIP AGREEMENT (“**Amendment**”) is entered into as of _____, 2022 (“**Effective Date**”), by and among Salt Lake City Corporation, a Utah municipal corporation (“City”), the Redevelopment Agency of Salt Lake City, a public agency (“RDA”), and Salt Lake County, a body corporate and politic and a political subdivision of the State of Utah (“County”). County, City, and RDA are each referred to individually as a “Member” or a “Party” and, collectively, as the “Members” or the “Parties”.

R E C I T A L S

A. The Parties executed that certain Interlocal Agreement (“**Agreement**”), with an effective date of October 30, 2013, which Agreement is identified as Salt Lake County Contract No. SG13517C, and sets forth certain requirements for the formation of an interlocal entity called UPAC which would facilitate the construction and ownership of the George S. and Dolores Doré Eccles Theater, formerly known as the Utah Performing Arts Center (“**Theater**”), beginning on October 30, 2013 and ending on December 31, 2041.

B. When the Agreement was executed, the Parties agreed UPAC maintain its own policy of insurance, however the parties have since learned that maintaining insurance through the County will generate significant savings for those involved.

C. Pursuant to Section 15.(f) of the Agreement, the Parties now wish to amend the Agreement to revise the Agreement to more reflect the Parties wishes.

AGREEMENT

THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The Parties agree paragraph 8.(d) is deleted.
2. All Parts, Paragraphs, Attachments and other provisions of the Agreement and any prior amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Members have executed this Interlocal Cooperation Agreement to be effective as of the Effective Date.

SALT LAKE CITY CORPORATION, a Utah
municipal corporation

By: _____
Mayor or Designee

ATTEST:

_____, City Recorder

Approved as to legal form:

Katherine Lewis
Katherine Lewis (Jul 8, 2022 13:09 MDT)

_____, Senior City Attorney

Salt Lake City, by resolution duly adopted by its City Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder.


IN WITNESS WHEREOF, the Members have executed this Interlocal Cooperation Agreement to be effective as of the Effective Date.

REDEVELOPMENT AGENCY OF
SALT LAKE CITY, a public agency

By: _____
Name: _____
Its: Its Chief Administrative Officer

By: _____
Name: _____
Its: Executive Director

Approved as to legal form for RDA:


Allison Parks (Jul 8, 2022 14:43 MDT)
_____, Senior City Attorney

RDA, by resolution duly adopted by its Board, a copy of which is attached hereto, caused this Agreement to be signed by its Chief Administrative Officer and its Executive Director, and approved as to legal form by its legal counsel.

IN WITNESS WHEREOF, the Members have executed this Interlocal Cooperation Agreement to be effective as of the Effective Date.

SALT LAKE COUNTY, a body corporate and politic of the state of Utah

By: _____
Its: _____
Print Name: _____

Reviewed as to Form and Legality

Craig J.

Wangsgard

Digitally signed by Craig J.
Wangsgard
Date: 2022.06.03 08:58:01 -06'00'

Deputy District Attorney

County, by resolution of its County Council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or her designee.

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