



TIER I + ZOOLOGICAL GRANT APPLICATION MANUAL

2026

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ZAP PROGRAM MISSION / HISTORY

Mission

The mission of the Zoo, Arts & Parks (ZAP) program is to enhance Salt Lake County resident and visitor experiences through art, cultural, historical, and recreational offerings. The program fulfills its purpose by:

Grantmaking: Providing fair access to ZAP funding and education resources by making grants to qualified nonprofit organizations in the categories of Tier I, Tier II & Zoological.

Promotion: Increasing public awareness of the value of ZAP.

Capacity Building: Providing adequate predictable support for organizations within the Zoological and Tier I categories and providing enhanced support for the organizations within the Tier II category.

History

The Salt Lake County (SLCo) Zoo, Arts & Parks (ZAP) program was first voted on and passed by SLCo residents in 1996, awarding its first grants in 1997. Every 10 years, the ZAP program is placed on the ballot for County residents to vote for the program's renewal.

For each purchase in SLCo that includes sales tax, one (1) penny of every \$10 spent goes to ZAP, and all those pennies add up! ZAP provides grants to over 230 nonprofit organizations in the community, supporting a wide array of programming including events, classes, festivals, museums, and more. Funding also supports SLCo Parks & Recreation including recreation centers, parks, and open spaces.

For complete details of the ZAP program, process, and information, please refer to [Countywide Code 1031](#) (linked here and in the Appendix).



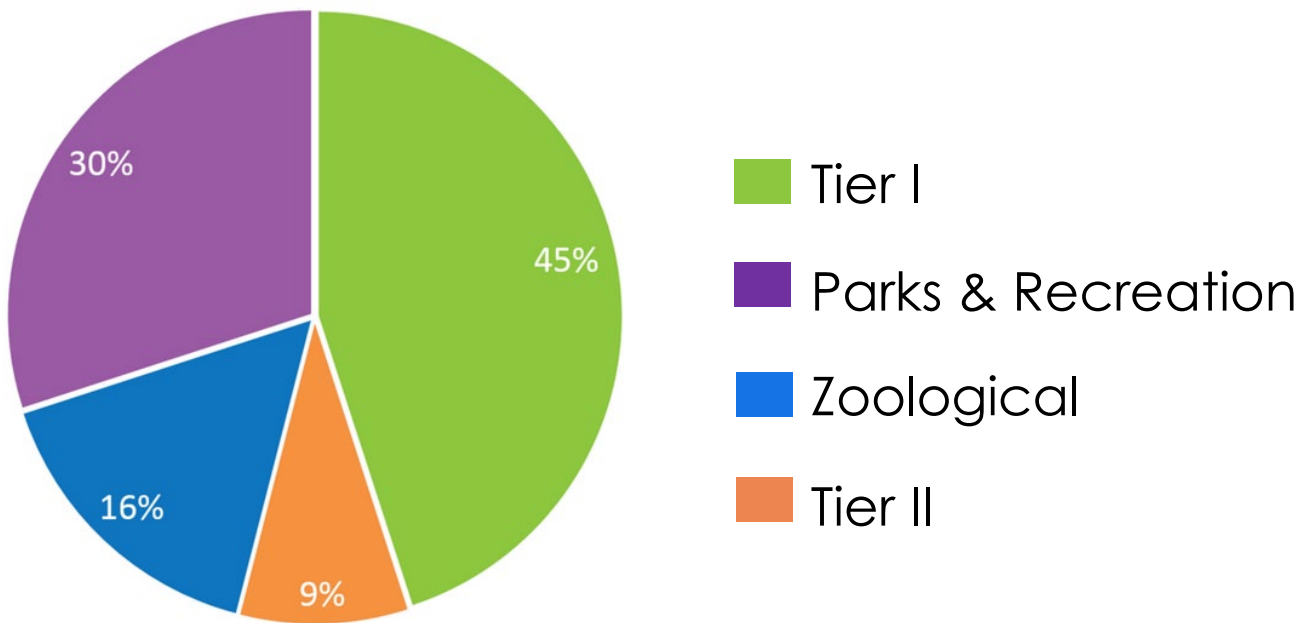
Grantmaking

ZAP is a publicly funded program that annually supports over 230 arts and cultural nonprofit organizations through grant funding. These grantees serve over 8 million visitors a year with nearly half attending free of charge. This funding goes to support programming including cultural events, educational programs, performances, festivals, museums, botanical gardens, and more.

ZAP offers three categories of grant funding including **Tier I**, **Tier II**, and **Zoological**. Grants are competitive and not guaranteed year-to-year and each category has its own eligibility requirements.

All eligible applications are reviewed by the ZAP Advisory Boards, which are composed of qualified volunteer community members. These members dedicate hundreds of hours to the process of reviewing each application submitted.

ZAP Funding Breakout



Grant Categories

Tier I

Provides funding for twenty-two (22) large cultural organizations.

- This funding is available to organizations with three-year average annual Qualifying Operating Expenditures (QEs) of \$390,000, based upon certified audited financials.
- Organizations that receive Zoo, Arts & Parks funding in Tier I enhance economic development for the entire state, have professional staff, and often serve as ambassadors to Utah.
- Their activities are available to all SLCo and Utah residents and visitors.

Tier II

Not limited to a set number of awardees but annually receives over 200 applications.

- Tier II provides funding for diverse arts, cultural, historical, and botanical organizations not funded in Tier I, including the local arts and cultural councils in SLCo.
- Tier II organizations are instrumental in providing affordable access to arts and cultural opportunities in the community, are typically smaller in size, range from volunteer-led to paid staff, and represent all areas of the County.
- Tier II funded organizations have programs available to all SLCo and Utah residents and visitors.

Zoological

Provides funding for three (3) zoological organizations.

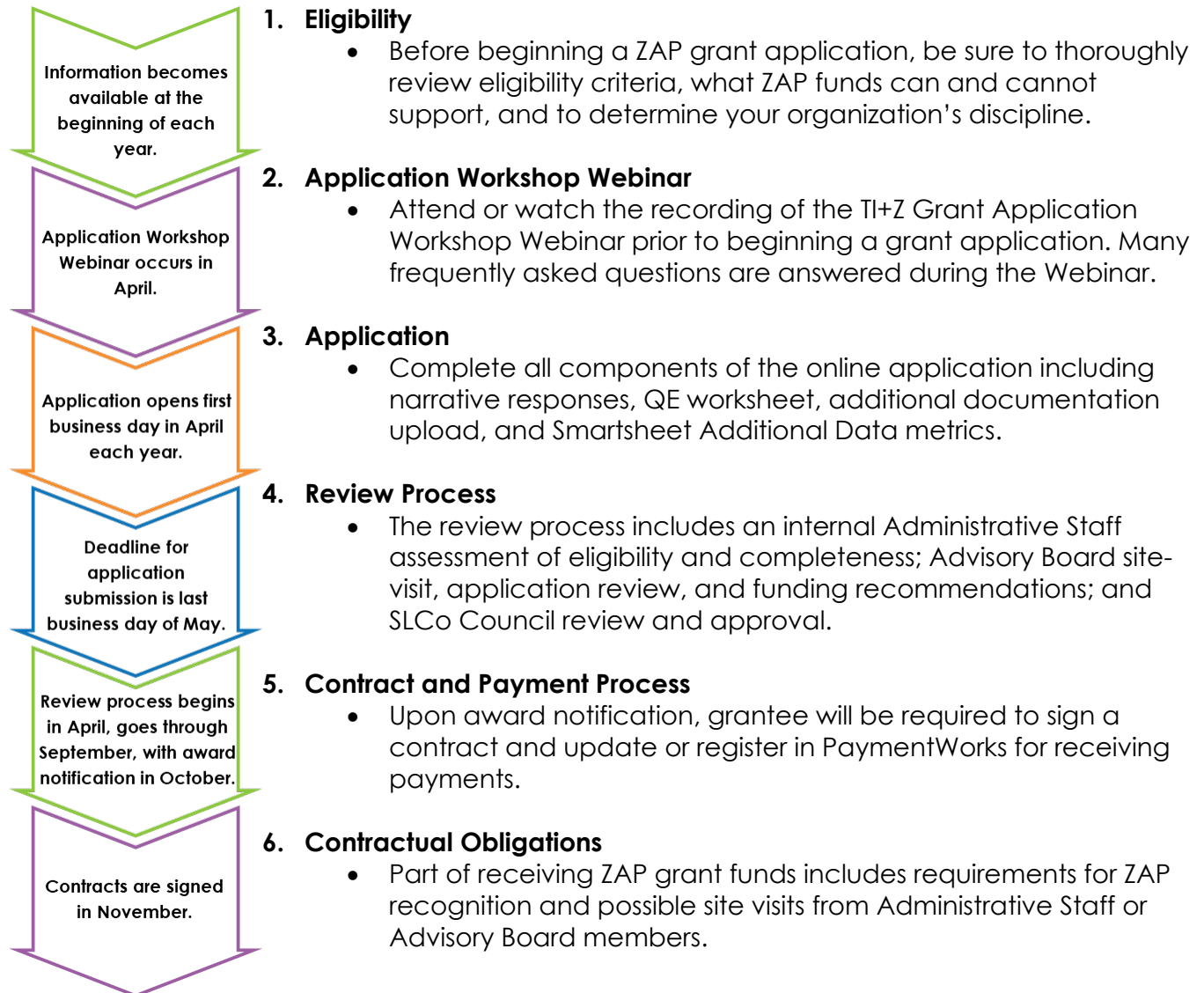
- This funding is available to organizations with three-year average annual Qualifying Operating Expenditures (QEs) of \$390,000, based upon certified audited financials.
- This funding should be used to build organizational capacity, fund zoological facilities, to create stability and to provide adequate predictable support.
- Organizations that qualify for Zoological funding have headquarters and a significant presence in SLCo and serves an audience of 75,000 or more persons annually.

For complete details of the ZAP program, process, and information, please refer to [Countywide Code 1031](#) (linked here and in the Appendix).



TIER I+Z GRANT PROCESS & TIMELINE

In its entirety, the ZAP Tier I + Zoological (TI+Z) grant process takes approximately ten (10) months to complete from application opening to signed contracts. There are **six phases** in the process which include:



Each year the ZAP Tier I + Zoological Grant Application opens first business day of April and closes last business day of May.

2026 TIER I + ZOOLOGICAL APPLICATION DATES

Application opens Tuesday, April 1, 2025

Application deadline is Friday, May 30, 2025, 11:59PM

NO LATE APPLICATIONS ACCEPTED

1. ELIGIBILITY

TI+Z categories of applicants must meet these eligibility requirements:

- Must be a 501(c)3 nonprofit organization
- In order to be eligible for TI+Z funding, applicant must have either received Tier II funding for the previous 3 consecutive years or be a current Tier I or Zoological grant recipient.
- Must have a three-year average budget size of at least \$390,000 Qualifying Operating Expenditures (QEs)
- Must have main office and manage and present activities within SLCo
 - A main office must be physical space available to the public.
- Three (3) years of audited financial statements
- Only activities held within SLCo may be funded
 - While applicant can have programming and activities which occur outside of SLCo, funds may only go toward those activities, events, and programming which occurs within SLCo.
- ALL activities for which applicant requests funding, must be publicly available and not restricted. Charging admission is ok of course, but the activity cannot be limited to certain segments of the population, (e.g., 21+ only events).
- Applicant's mission and primary focus must be arts, cultural, botanical or zoological in nature.
 - Applicant must have a preponderance of activities that are within their eligible disciplines and not just have some element of cultural, or botanical activities.
 - Zoological Only: Applicant definition of purpose of operation must mean the same as term is defined in the Statutory Act: [Definitions of Zoological Organizations, Utah State Code 59-12-702](#) and, must be nationally or internationally accredited organization.
- Must fall within one of the established ZAP disciplines (see below).
- ZAP is not the sole or major source of funding for applicant.

Grants are competitive and NOT guaranteed year-to-year and applicants must apply annually. TI+Z funding awards are based on QEs after Advisory Board review and recommendation.



Eligible Disciplines

Architecture

- Historical preservation, service, and education

Arts and Cultural Festivals

- Festivals with a primary focus of curated arts and cultural disciplines and activities.
- This does not include state, local, or community fairs, or farmers markets.

Arts Education

- Performances for children/students
- Classroom or after-school instruction
- Teacher and artist training
- Service/information, and referrals

Botanical

- Study, research, and fostering the appreciation of plant life, including gardens, flowers, ornamental shrubs, trees, and horticulture

Must fulfill all three of the following activities:

- Horticultural display
- Botanical research
- Community education

Dance

- Ballet, jazz, world (ethnic), modern, tap
- Dance service organization
- Dance training
- Historical/traditional
- Interdisciplinary

Folk Arts

- Defined as homegrown traditional artistic activities of groups sharing ethnic heritage, language, occupation, religion, or geographic area
- Community and/or family-based arts enduring through generations, showcasing community aesthetics and artistic excellence

Includes:

- Crafts
- Stories/oral history
- Traditional performing arts

Humanities

- Promotion and public education of philosophy, literature, languages, and art criticism (excluding theology, natural sciences, and social sciences)

Includes:

- Lecture series
- Symposiums
- Conferences

Interdisciplinary/ Performance Art

- An artistic hybrid, combining two or more disciplines within a single artwork or performance piece.

Literature

- Literary service organization
- Press, prose, poetry, fiction, or nonfiction.
- Magazines and Newspapers are ineligible.

Local Arts Agency

Arts/Cultural Council

- Municipal designated agencies or non-profit corporations responsible for supporting local arts and culture activities, including:
 - Presenting
 - Grant making
 - Planning
 - Placemaking activities
 - Community development through arts and culture
 - Marketing and public relations
 - Exhibitions and other artist programs

Media Arts

- Includes animation, digital media, graphic design, independent film, and multidisciplinary work within media arts
- Excludes radio, television broadcasting networks/stations, and cable communication systems

Disciplines Continued:

Multi-Disciplinary

Arts and Culture

- Organizations whose activities encompass two or more distinct disciplines (e.g. music and visual arts)

Music

- Blues, classical, contemporary/new music, historical/traditional, jazz, opera, world music, choral and other.

Natural History

- Plant and animal life
- Dinosaurs and fossils
- Rare gems, minerals, and meteorites
- Human evolution and cultures
- Origin of life
- Includes exhibitions about human beings, the earth, and the environment (excluding aeronautics, space exploration, and science/technology)
- Focus on public programs rather than academic research

Presenting Organizations

Arts and Culture

- Curate programs and arrange public performances to expand appreciation of diverse art forms and community interests
- Responsible for: Financial risk of performances, production, marketing, box office, venue, and house management tasks
- May commission new work and support artists
- Excludes farmers markets, local/regional/state fairs, and community celebrations

Theatre

- Classical/revival theater
- Contemporary/new work
- Musical theater

Visual Arts

Includes:

- Ceramics
- Digital art
- Gallery/exhibition spaces
- Mixed media
- Museums
- Painting/drawing
- Photography
- Printmaking
- Sculpture/three-dimensional art

Zoological

Facility/Park/Organization

- Primary purpose operation of: 1) a zoological park; 2) an aquarium; or 3) an aviary. Or a zoological facility/park that is part of or integrated with a zoological park, aquarium facility or aviary.
- Must either be accredited by a national or international independent accrediting organization for zoos and/or aquariums.



Restrictions

State Statute, County Ordinance, and Countywide Policy outline specific restrictions on how ZAP funds can and cannot be used.

ZAP CANNOT Fund:

- Expenses NOT related to cultural, botanical, or zoological activities
- Performances, events, and activities that take place OUTSIDE SLCo
- Activities not available to the general public (e.g. university or college program organized primarily for student populations)
- Endowments, cash reserves, or saving account funds
- Accumulated deficits or debt retirement
- Capital improvements
- Fundraising expenses related to capital or endowment campaign.
- Lobbying expenses
- Scholarships, purchase of awards, cash, or prizes
- Public schools &/or school programs (K-12) or hiring of temporary or permanent staff in any school or school system
- Non-cultural celebratory activities (no parties)
- Re-granting, sub-granting, fellowships, and fiscal sponsorship
- Educational institution whose annual revenues are directly derived more than 50% from state funds
- Activities that are primarily religious in purpose or promote a religious viewpoint
- Magazines or newspapers
- Radio or television broadcasting network or stations, or cable communications systems
- Recreational, rehabilitative or therapeutic programs
- Social service programs
- Fireworks, Sister-city programs, rodeos, pageants, farmers markets
- Religious Proselytizing and non-cultural celebratory activities
- SLCo agencies (departments, offices or divisions). The ZAP program encourages County agencies and other ineligible organizations to collaborate with ZAP funded organizations (grantees) in supporting their mission.

Important: If your organization funds ANY of these activities, they CANNOT be funded by ZAP funds and cannot be included in your request. If your organization funds ANY of these activities, they MUST be backed out on your QE Worksheet. For more information on items that cannot be funded, please see the Non-Qualifying Definitions Tab in the QE Worksheet.

Eligible Expenses

ZAP DOES fund:

- General operating support
- Rent and utilities
- Staff salaries and artist fees
- Program supplies
- Equipment rentals (sound/lighting/set/etc.)
- Marketing expenses
- Script royalties
- Website maintenance
- Office supplies
- Equipment that is not capitalized

2. APPLICATION WORKSHOP WEBINAR

Prior to beginning a grant application, applicants must attend the virtual workshop or watch the recording of the TI+Z Grant Application Workshop Webinar. Updates from year-to-year will be covered in this workshop, as well as a review of the application questions and process. Many frequently asked questions are answered during the webinar.

This workshop is offered each year and applicants should plan to attend regardless of how many years they have received ZAP funding.

2026 Grant Application Workshop Webinar

This year the virtual workshop will be held on Thursday, April 3, 2025, 12:00 – 1:30PM

Visit **THIS LINK** to RSVP and receive the meeting link.

(<https://app.smartsheet.com/b/form/2586233cfc82420e98271252734d3b43>)

A recording of the virtual workshop will be posted **HERE**:

<https://www.saltlakecounty.gov/zap/apply-for-funds/tier-i-or-zoological-funding/>

3. APPLICATION PROCESS

The TI+Z grant application process includes the submission of the Notice of Intent to Apply form, application narrative responses, QE Worksheet, as well as supplemental information. The application process is completed through two platforms, ZoomGrants (ZAP's online grant management software), and Smartsheet.

1. Submit Notice of Intent to Apply form

- The Notice of Intent to Apply form will allow Applicant/Lead Reviewer pairing to occur as early as April instead of beginning in June, yielding more time for site visit and performance attendance opportunities.

2. Update your ZoomGrants account

3. Complete the online application

- I. Narrative responses
- II. Upload supplementary materials
- III. QE Worksheet
- IV. Additional Data Smartsheet metrics

Important Dates

Intent to Apply Opens: Monday, March 3, 2025, 9:00AM

Intent to Apply Closes: Tuesday, April 1, 2025, 5:00PM

Application Opens: Tuesday, April 1, 2025, 9:00AM

Application Webinar: Thursday, April 3, 2025, 12:00-1:30PM



Application Deadline: Friday, May 30, 11:59PM

1. Submit Notice of Intent to Apply Form

During each grantmaking cycle's review period, Lead Reviewers are assigned to get to know applicants and their offerings to the community. However, it has been a window of only about three-months time, over the summer months for such connecting. For the purpose of extending that timeframe, ZAP has created a new, very simple Intent to Apply form for the Tier I and Zoological categories.

Upon completing the Intent to Apply form, applicant will be notified of assigned Lead Reviewer in an introductory email. An April-September review period should increase opportunities for connection between the Lead Reviewer and applicant. The TI+Z Advisory Board's All-Day Review meeting will be held on September 25, 2025. This will allow nearly five-months review period.

To access the **NOTICE OF INTENT TO APPLY FORM**, visit:

<https://www.surveymonkey.com/r/XXBQKTM>

If you have questions or would like to discuss your organization's funding eligibility with staff, please schedule a 30-minute technical support meeting with Samantha Thermos at: <https://calendly.com/sthermos-slco/30min>

2. ZoomGrants

1. Login into your account in ZoomGrants
 - a. Link to ZoomGrants login: www.zoomgrants.com/login/
 - b. It is recommended that you use an email that is not specific to a person, but to the position such as development@organization.org. This will keep your ZoomGrants account accessible to your organization in the case of staff turnover.
 - i. While ZAP staff can link previous accounts to a new ZoomGrant account, it is a process that must go through ZoomGrants support and will take a few days to complete.
2. After you have logged in, start the new application.
 - a. Click on the link below to create the application (This is a new link each year.)
<https://bit.ly/4I36DPI>
3. Once you have created the new application, it can be found in your ZoomGrants dashboard. It will remain there even if you log out of ZoomGrants and is accessible to edit and make changes to up until the deadline.

ZoomGrants Terminology and Tips

Application Contact/ Account

- “Owns” the application
- Can view and edit every section
- Is the only account holder that can invite Collaborators to participate in the application's completion.

Collaborators

- Must be invited to the application by the “Owner/Application Contact”
- Can only view and/or edit the tabs Application Contact has given them permission
- Once invited and given viewing/editing privileges, the application will show up on the Collaborator's application list at login.
- Viewing and editing access for Collaborators can be found under the Summary tab

Video Clip (Optional)

- For a video window to appear in ZoomGrants, you can paste embedded code in the Optional Video box at the top of the Application Questions page.
 - This is not a URL, it is a specific code that creates the video window.
- To paste an embedded code, your video first must be uploaded to a video streaming service (Youtube or Vimeo are easiest).
- For most videos, embedded codes are under a "Share" button on your video's page.

Troubleshooting

- “White List” (or add as a safe sender) Notices@Zoomgrants.com

- It is recommended that you work on your responses on an outside document, such as Word or Pages, and then copy and paste your answers into ZoomGrants once you have finished the narrative responses.
- You should have access to previous years' applications. Contact ZAP if you do not.
- Chrome seems to be the best browser for this platform, and we recommend using it.
- Be sure to save a PDF of the application – outside ZoomGrants to avoid losing info.

3. Complete the Online Application

Completing and submitting a ZAP TI+Z grant application consists of four steps:

- I. **Narrative responses**
- II. **Upload supplementary materials**
- III. **QE Worksheet**
- IV. **Additional Data Smartsheet metrics**

I. Narrative Responses

A COPY OF THE APPLICATION QUESTIONS IS INCLUDED IN THE APPENDIX.

- Each question on the application is accompanied by help language as well as the character count for that response.

II. Upload Supplementary Materials

Required for All Applicants

- Microsoft Excel QE Worksheet
- 2024 Audit
- 2023 Audit
- 2022 Audit
- Auditor's Peer Review Letter:
 - This is a letter from the reviewer of your auditor. Your auditor will have a copy of this letter on file.
- Organization Chart
- Board List
 - The board list should denote members who are executive board members, include names, term expiration, SLCo Council District they reside in, and what skills/expertise that the member brings to your board.
 - **SAMPLE BOARD ROSTER IN APPENDIX**
- Current Season Brochure
- Verification of Use: NowPlayingUtah (NPU) for promotion of events.
 - Please LINK to your past events page on NPU.
- Verification of Acknowledgement:
 - Samples on how you acknowledge/use the ZAP logo.
- One-page executive summary of your organization.
 - Think of this as a one-page resume for your organization highlighting major programs.

Strongly Encouraged

- Visual documentation that will enhance your application.
 - Maximum of 3, two-minute videos or audio clips. Up to 8 images.

- May upload more than one link or document in this section. These may be submitted after the deadline.

Optional

- Annual report, annual POPS or iSee report, etc.
- List of partners

III. Qualifying Expenditures (QE) Worksheet

The purpose of the QE Worksheet is for ZAP's CPA to perform Financial Health Tests against the organization's financials and to calculate final QEs amounts for each organization. The QE Worksheet includes 12 tabs, four for providing instructions and definitions for completing the worksheets, four for entering your organization's necessary financial information and two optional tabs for explaining, if applicable, additional information requiring further details.

QE WORKSHEET CAN BE DOWNLOADED FROM RESOURCES TAB IN ZOOMGRANTS APPLICATION

Helpful Instructions & Definitions

1. **2026 Instructions:** Qualifying Expenditures Excel Worksheet Instructions
 - Please complete the Qualifying Expenditure Excel Worksheets and include clarifying notes. Your QE Worksheet should reconcile to your audited financial statements; if not, you must clearly explain.
 - If expenditures or revenues rise or fall more than 20% from one year to another, provide a detailed explanation on the QE Worksheet. Use the additional explanation sheet in the QE Worksheet if your explanation will not fit in the space provided.
2. **Definitions:** Definitions and Instructions for Completing the Qualifying Expenditure & Summary Worksheets
3. **Non-Qualifying Definitions:** Definitions for Non-Qualifying Expenditures
 - SLCo has deemed certain expenses as non-qualifying for purposes of determining minimum QEs and ZAP fund allocation. It is not the intent that amounts for Non-Qualifying Operating Expenses will zero out your Total Operating Expense.
4. **Summary Page Definitions:** Revenue Summary and QEs Summary Page
 - Revenue Summary: ZAP seeks to gain a better understanding of your organization through a review of your revenue. Please follow the definitions. Total revenue should agree to total revenue on the statement of activities in the applicant's audited financial statements. If it does not, then reconciling schedule should be presented in the Reconciliations Tab.
 - Summary of Qualifying Expenditures: Some items on the summary page are automatically placed in this page, calculating your average qualifying expenditures for three years. This formula is protected and you are not able to alter the formula.

Needed Financial Information

1. **2024-2022 Fiscal Years:** Each of the three most recent consecutive Fiscal Year's Expenses
 - If you are a current grantee and received a CPA REVISED QE Worksheet for last year, you'll need to use the CPA REVISED QE Worksheet as your starting point for this year's 2026 QE Worksheet.

2. **Summary: Revenue Summary and Summary of QEs**
 - Revenue Summary: Should match total revenue in financial statements. If not, present a reconciling schedule.
 - Summary of QEs: If your total expenditures or revenues have increased or decreased by 20% from last year, explain why.
3. **Actual-Use:** This information indicates how your organization utilized your ZAP 2023 funding. This number should be the amount documented in your April 2024 letter with the final reconciled funding amount.
 - It is acceptable for ZAP funds to be used for general operating expenditures.
 - In this sheet, there is a column that allows to show how ZAP funds were spent by your organization.
4. **Cap Calculations:** Expect to provided Salary, Rent, GiftShop/Concessions, Royalties and Commissions calculations.
 - You can use your own format if you have one in place.

Needed Financial Information (If Applicable)

1. **Reconciliations:** Use this sheet to reconcile your financial statements with the amounts listed on your 2024 Worksheet Tab ONLY IF THE TWO DON'T AGREE.
2. **Explanations:** Providing explanations for any miscellaneous expenditures/income is greatly appreciated and incredibly helpful to the review process.

IV. Additional Data Smartsheet Metrics

Part of the ZAP TI+Z application asks you to submit additional data on an external platform.

To access the [Smartsheet Form](https://bit.ly/3Rpv9No), visit: <https://bit.ly/3Rpv9No>

You will need the following data from your MOST RECENTLY COMPLETED FISCAL YEAR. Number of:

- Full and part-time employees
- Contractors
- Volunteers (all of which cannot overlap)
- Events in SLCo
- Audience numbers (in SLCo) and which were free
- Governing Board geographic representation, terms and meeting cadence

THIS ONLINE FORM CANNOT BE SAVED: Unfortunately, you cannot save this form and return later to complete it. If you are working on this form over time, we recommend saving your answers in an outside document and returning to this form when you are able to provide all information.

To help with this, you can find the **ADDITIONAL DATA WORKSHEET QUESTIONS IN THE APPENDIX** as well as a link to SLCo's Council District Interactive Map.

AFTER SUBMITTING THIS FORM: Please return to your ZAP 2026 TI+Z application in ZoomGrants and click the "I certify I have submitted the Additional Data form via Smartsheet," checkbox (Question #15) before continuing with your application.

4. REVIEW PROCESS

Annually, the Tier I category receives 45% of the overall ZAP tax revenues for twenty-two (22) Tier I organizations and 16% for the Zoological category with three (3) zoological organizations. As of 2025, this amount was approximately \$20.1 million for the 25 approved grant awards. TI+Z grants are by nature competitive and awarded primarily based upon:

- I. Funding availability
- II. Merit of the application:
 - Five weighted scoring criteria categories (outlined below in Advisory Board Review section)
- III. Applicant's funding history with ZAP

Funding is not guaranteed year-to-year. ZAP prioritizes funding for organizations who: have diversified funding, can demonstrate strong connection and commitment to the community and exhibit a substantial, proven track record and a stable history.

All applications submitted by the deadline will go through a three-step process.

1. ZAP Administrative Staff Review

2. Tier I (+Zoological) Advisory Board Review

(Tier I Advisory Board oversees the Zoological category as well as TI category.)

- a. Lead Reviewer Scoring
- b. Site-Visit by Lead Reviewer(s)
- c. All-Day Review: Final Deliberations – Financial Reviews, Application Scoring & Funding Recommendations Finalized
 - TI+Z Advisory Board does not make funding amount recommendations. Funding Amounts are determined by formula based on QEs.

3. SLCo Council Review and Approval

1. ZAP Administrative Staff Review

Every application submitted by the deadline will be reviewed by ZAP Administrative Staff (ZAP staff) to ensure that the application is eligible and complete. Missing or inaccurate information or documentation provided by applicant in the ZoomGrants ZAP TI+Z Grant Application, can be grounds for ineligible or decline status. Ineligible and declined applicants will be notified by ZAP staff.

2. Tier I (+Zoological) Advisory Board Review

Review of Application

The review of an application includes Lead Reviewer scores and notes as well as all other Advisory Board member scores. An independent CPA firm reviews financial statements, peer review letters and performs a **Financial Health Test (a copy can be found in the Appendix)**. The CPA firm will provide financial observations, notes and requested fixes to ZAP staff, the Advisory Board, and applicants. Applicants will receive CPA notes and fixes through a ZoomGrants email after County Council has approved funding recommendations.

Lead Reviewers

The TI+Z Advisory Board will review applications and accompanying materials. All eligible TI+Z grant applications will be reviewed and scored by all TI+Z Advisory Board members. Additionally, all eligible applications are assigned an Advisory Board member who serves as Lead Reviewer. Board members are assigned as Lead Reviewers to focus on each application deliberately and specifically.

Site Visits

Site Visits are opportunities for Advisory Board members to engage with applicants on a deeper level of learning and understanding of how each organization fulfills their purpose, communities served, recent changes, and areas of growth or concern. Visiting Advisory Board Lead Reviewers are ambassadors of the ZAP program during this time. Their visit is an opportunity to experience services provided to the community, and in particular should be used to assess consistency between the application and the Lead Reviewer's own observations and experiences.

These are on-site meetings between the applicant's assigned Lead Reviewer and several organizational representatives.

What to expect from a Site Visit?

- Site visits should be viewed as a fact-finding mission and a chance to observe the organization, their board, and their events as a resident of SLCo.
- Providing a guided tours of applicant venues, offices, facilities and/or parks are highly recommended.
- Questions by Lead Reviewers range in scope to identify how the organization is complying with the five weighted scoring categories of: Artistic/Cultural/Zoological Vibrancy, Governing Board, Public Benefit/Outreach, Management & Organizational Capacity/Stability, and Financial Health.
 - Advisory Board Lead Reviewer may ask questions about responses submitted in the ZAP TI+Z grant application. This is an opportunity to provide additional detail or clarity to narrative questions in the application.

Who should participate in Site Visits?

- The Advisory Board Lead Reviewer will be the sole ZAP representative. However, on occasion, Lead Reviewers may bring a fellow Advisory Board member with them for training purposes.
- Applicant's Executive Director
- Applicant's Development Director, grant manager or equivalent staff member as someone who can speak to the contents of the submitted application.
- Financial and/or marketing/communications representatives depending on what your organization plans to share with the Lead Reviewer.

Tier I + Zoological All-Day Review Deliberations

Utah Open Meetings Act

All ZAP Advisory Board meetings are open meetings and therefore a matter of public record. The purpose of the Utah Open Meetings Act is to ensure public bodies conduct business, take actions, and conduct deliberations openly. The TI+Z Advisory Board is considered a public body and must comply with the Act. All Advisory Board meetings must be open to the public unless they are closed for an allowable reason. Business conducted by the ZAP program

generally does not meet the criteria to close meetings. Meeting minutes and recorded audio can be Government Records Access and Management Act (GRAMA) requested by the media and public.

Synthesis And Sharing

Lead Reviewers present their overview of the applicant in a manner that allows other Board members to review their score objectively. We ask Lead Reviewer Advisory Board members to approach this as a mini-SWOT analysis (strengths, weaknesses, opportunities, threats). After the Lead Reviewer provides their mini-SWOT analysis, other Board members provide their input and experience (if any) with the applicant organization.

Relevance of Information During Review

If an Advisory Board member has information regarding an applicant that is not public knowledge, it will not be shared in the ZAP application review process. The scoring of ZAP applications must be completed based on application materials, event attendance, online presence, and public knowledge.

Board Roles and Responsibilities

GUIDING PRINCIPLES

1. The Advisory Board relies upon the experience, knowledge, and expertise of its fellow members.
2. The Advisory Board provides an equitable, unbiased review for each applicant based on scoring criteria and program data.
3. The Advisory Board does not interfere with the content of applicant programming.
4. The Advisory Board remains objective when making funding decisions and is active in identifying and correcting potential biases.
5. From Countywide Policy 1031: "The ZAP program does not deal in hearsay."
6. The Advisory Board discloses conflicts of interest and refrains from acts prohibited by County conflict of interest policy.

CONFIDENTIALITY

- Application information is not public until the SLCo Council finalizes the Advisory Board recommendations.
- ZAP staff inform all organizations of their funding decisions at the same time.
- Board members must protect the confidentiality of applications, Board discussions, and funding decisions.
- Board members may not share protected information from an application (board contact information, financial health analysis, etc.).

Score and Funding Recommendations

Scoring Review Criteria

The TI+Z Advisory Board review applications based on five weighted categories:

1. **Artistic/Cultural/Zoological Vibrancy - 30%**
 - a. This includes review of:
 - i. Eligibility Q1, Q7
 - ii. Application Q2

- iii. Optional documents and videos
- 2. Governing Board - 20%**
 - a. This includes the review of:
 - i. Eligibility Q3
 - ii. Application Q6, Q7
 - iii. Additional Data Metrics form
 - iv. Optional documents
- 3. Public Benefit & Outreach - 20%**
 - a. This includes the review of:
 - i. Application Q3, Q4, Q5
 - ii. Additional Data Metrics form
 - iii. Optional documents
- 4. Management & Organizational Capacity/Stability - 15%**
 - a. This includes the review of:
 - i. Eligibility Q3
 - ii. Application Q8, Q9, Q12, Q13, Q14
 - iii. Optional documents
- 5. Financial Health - 15%**
 - a. This includes the review of:
 - i. Application Q10, Q11
 - ii. Financials + QE = Financial Health Tests

Each category is scored. Scores can range from 0 (low score) to 7 (high score). Scores for each assessment category are collected from individual Board members. Each organization's category scores and cumulative total are reported back to them during the award notification process after County Council approval.

Artistic / Cultural / Zoological Vibrancy (30%)

- Engages qualified and diverse arts/cultural professionals
- Inspires and contributes to vibrant/energetic cultural community in SLCo
- Supports work that has high merit and connects with the audience

Note: What constitutes artistic vibrancy may vary in relation to the organization's mission, audience, and community

Governing Board (20%)

- Clearly demonstrates the organization is well managed and stable
- Has an engaged, active, and qualified staff and volunteers
- Demonstrates diverse funding sources
- Sets clear, realistic goals and measures progress
- Clearly demonstrates the ability to implement programs and operations

Public Benefit & Outreach (20%)

- Clearly demonstrates the organization understands and serves its community
- Identifies and engages with underserved populations
- Demonstrates meaningful relationships with other stakeholders
- Demonstrates strong partnerships with other art and cultural agencies
- Is open to the public and welcomes all

Management & Organizational Capacity / Stability (15%)

- Has an engaged, active, and qualified Board based on Lead Reviewer's site visit/attendance at board meeting as well as responses in the application
- Demonstrates diversity (ethnic, socio-economic, gender, geography, etc.)
- Ensures organization has the resources necessary for its operations

Financial Health (15%)

- Based on the ZAP CPA's assessment of applicant financials
- An applicant with exceptional Financial Health has passed all the Financial Health Test Criteria in the last three years
- A Financial Health Test score below a 5 is considered a failure (scale of 0-7). Organizations should pass the ZAP program's minimum financial health criteria on a regular basis.

Score	Rank	Rank description
7	Exceptional	<ul style="list-style-type: none"> • The applicant provides <i>overwhelming</i> evidence throughout the application that demonstrates <i>all</i> funding criteria are met. • The application is clear, well-articulated, and appropriate. • The financial statements pass all the FH criteria • Goals and plans are realistic, and comprehensive. • The applicant documents their activities are of the highest quality, highly relevant, and lead to a deeper understanding of the organization and its operations.
6	Strong	<ul style="list-style-type: none"> • The applicant provides <i>clear</i> evidence throughout the application that demonstrates funding criteria are met. • The application is clear, well-articulated and appropriate. • The applicant documents their activities are of high quality, relevant, and lead to a deeper understanding of the organization and its organization.
5	Good	<ul style="list-style-type: none"> • The applicant provides <i>sufficient</i> evidence throughout the application that demonstrates funding criteria are met. • The application is clear and appropriate. • The applicant documents their activities are of good quality, relevant, and lead to a deeper understanding of the organization and its operations.
4	Adequate	<ul style="list-style-type: none"> • The applicant provides <i>adequate</i> evidence throughout the application that demonstrates funding criteria are met. • The application is modest. • The applicant documents their activities are of average quality, somewhat relevant, and lead to a an adequate understanding of the organization and its operations.
3	Fair	<ul style="list-style-type: none"> • The applicant provides <i>limited</i> evidence throughout the application that demonstrates funding criteria are met. • The application is appropriate but with limited detail. • The applicant provides limited documentation of the quality of activities and operations.

2	Weak	<ul style="list-style-type: none"> • The applicant provides <i>weak</i> evidence throughout the application that demonstrates funding criteria are met. • The application is appropriate but with limited detail. • The applicant provides <i>poor</i> documentation of the quality of activities.
1	Meager	<ul style="list-style-type: none"> • The applicant provides <i>very limited</i> evidence in the application that demonstrates funding criteria are met. • The plans lack detail and are hard to understand. • Information documenting the quality of activities is insufficient and/or of poor quality.
0	Non-competitive	The applicant provides <i>insufficient</i> information and does not meet the minimum criteria for review.

What makes an application exceptional? An application which demonstrates exceptional Artistic/Cultural/Zoological Vibrancy:

- Engages qualified and diverse arts/cultural professionals
- Inspires and contributes to vibrant/energetic cultural community in SLCo
- Provides unique, impressive, and noteworthy contributions to its field
- Supports work that has high merit

An application which demonstrates an exceptional Governing Board:

- Has an engaged, active, and qualified Board
- Demonstrates diversity (ethnic, socio-economic, gender, geography, etc.)
- Evaluates the performance of executive staff
- Ensures organization has the resources necessary for its operations

An application which demonstrates an exceptional Public Benefit/Outreach:

- Clearly demonstrates the organization understands, works with, and serves its community
- Connects with target audience
- Makes an effort to also reach out to underserved populations
- Demonstrates meaningful relationships with other stakeholders
- Demonstrates strong partnerships with other art & cultural agencies
- Is open to the public and welcomes all

An application which demonstrates exceptional Management & Organizational Capacity/Stability:

- Clearly demonstrates the organization is well managed and stable
- Has an engaged, active, and qualified staff and volunteers
- Demonstrates diverse funding sources
- Sets clear, realistic goals and measures progress
- Clearly demonstrates the ability to implement programs and operations

An application which demonstrates an exceptional Financial Health:

- Has passed all the Financial Health Criteria in the last three years
- Financial Health will be scored as follows:

Financial Health Scoring

Description	Score	Current	Last Year	Previous Year
Exceptional	7	Passed all tests	Passed all tests	Passed all tests
Strong	6	Passed all tests	Passed the FHT	Failed one or more
Good	5	Failed one test	Passed	
Adequate	4	Failed one test	Failed the FHT	
Fair	3	Failed two tests wo/Going Concern		
Weak	2	Going Concern language		
Insufficient	1	Going Concern language and failed 3		
Non-competitive	0	Going Concern language and failed 4 or more		

Funding Recommendations

At the end of the All-Day Review meeting, the TI+Z Advisory Board will make recommendations on which twenty-two (22) organizations and three (3) zoological organizations will receive funding. Funding award amounts are calculated based on a formula of each organization's qualifying expenses. Grantees will be notified of the projected award amount in June of the following year.

3. SLCo Council Review and Approval

Formal County Approval Process

- The TI+Z Advisory Board shall review all eligible applications and accompanying materials. After careful review and deliberation, and based upon the submitted application and accompanying information, the Advisory Board shall submit a written recommendation to the County Council identifying the organizations selected by the Advisory Board to receive ZAP funding and the recommended amount and/or percentage of ZAP funds to be distributed to each.
- ZAP Administrative Staff and TI+Z Advisory Board Chair or Vice Chair present the Advisory Board's final funding recommendations to County Council for final approval at a public meeting in approximately October of each year.

Notification Process

- Preliminary approval notifications will be sent out to applicants after the TI+Z Advisory Board has made its final funding recommendations. These notifications are courtesy, they are not final grant award approvals.
- Upon approval from County Council, the ZAP team will send a second notification of final funding status to all applicants. Approved applicants will receive information on how to accept their funding award through an annual contracting process and how to receive award payments through the County's third-party payment system, PaymentWorks.
 - Ineligible and declined applicants, if determined disqualified or denied funding, information will be provided as to why the disqualification or denial occurred.

Appeal Process

TI+Z funds are not an entitlement, and the filing of an application for TI+Z funds, no matter how complete or comprehensive, is not a guarantee that funds will be awarded. TI+Z funds are awarded as competitive grants, based on merit and the availability of funds, which may vary from year to year.

Denial of funding or funding at a lower level than anticipated or desired is not a justification for an appeal, nor should it be construed as a judgment on the particular merits of a specific organization or applicant. Applicants are encouraged to consult ZAP staff if they have questions about completing the application or the application procedure.

The recommendations of the TI+Z Advisory Board is not subject to appeal or reconsideration by the TI+Z Advisory Board. However, TI+Z organizations may appeal the TI+Z Advisory Board recommendation to the County Council by submitting a written statement directly to the County Council no later than ten (10) business days after notification of the TI+Z Advisory Board's decision. The written statement shall specify the grounds for appeal and be accompanied by evidence supporting the grounds for appeal.

For complete details on the ZAP program, process, and information, please refer to [Countywide Code 1031](#) (linked here and in the Appendix).

5. CONTRACT AND PAYMENT PROCESS

If your organization is approved for funding, your organization must

1. **Sign Funding Contract with SLCo through ZoomGrants**
2. **Enter or update information for payment processing through PaymentWorks**

Each year ZAP staff will host a TI+Z Contract Workshop Webinar. This virtual workshop will walk grantees through the contract signing process and payment processing portal. The workshop recording will also be made available on ZAP's website.

1. Sign Funding Contract with SLCo through ZoomGrants

Funding contracts will be made available in ZoomGrants to sign. The signing deadline each year will be prior to the Thanksgiving holiday. All award contracts are signed through ZoomGrants unless your organization is part of a municipality.

A SAMPLE CONTRACT CAN BE FOUND IN THE APPENDIX.

Use of Funds:

- If you cannot use your funds the way you detailed in your application, you must contact ZAP staff.
 - The numbers/explanations should support the figures provided in the "Actual-Use" Tab in the 2026 QE Worksheet.
- Funds given in the year you applied must be expended by December 31 of the following year or returned to SLCo.
 - ZAP funding awards are expected to be spent within the 12-month period you indicated in your application. If this changes, please contact ZAP staff.

2. Enter or update information for payment processing through PaymentWorks

PaymentWorks is SLCo's Vendor Management System. In order to receive ZAP award payments, all organizations must be registered in this system. Registering in PaymentWorks only needs to occur once, not annually. If you are a new grantee, you will be sent an invitation link to register after TI+Z funding recommendations have been approved by County Council. If you are a returning grantee, you will not need to complete this step. **However, if you change billing addresses, banking institutions, account numbers, etc. you will need to make those updates in PaymentWorks.**

PaymentWorks is a third-party operator. The County does not provide technical assistance for the registration process nor for updating your account information. Simply click on the invitation link and follow the instructions to register your organization's financial institution and contact person information. At each step in the registration process, PaymentWorks provides a status email of what they have received and what they are working on. For assistance with these processes, organizations can turn in a service order ticket through PaymentWorks website. There is not a customer service phone number available.

Public Funding:

ZAP grant funds are considered public funds. You must maintain records of how these funds are used. The County may audit your use of funds as necessary.

Additionally, your submitted application form is considered public record. You will be notified if someone requests a copy of your application materials ZAP staff will let you know.

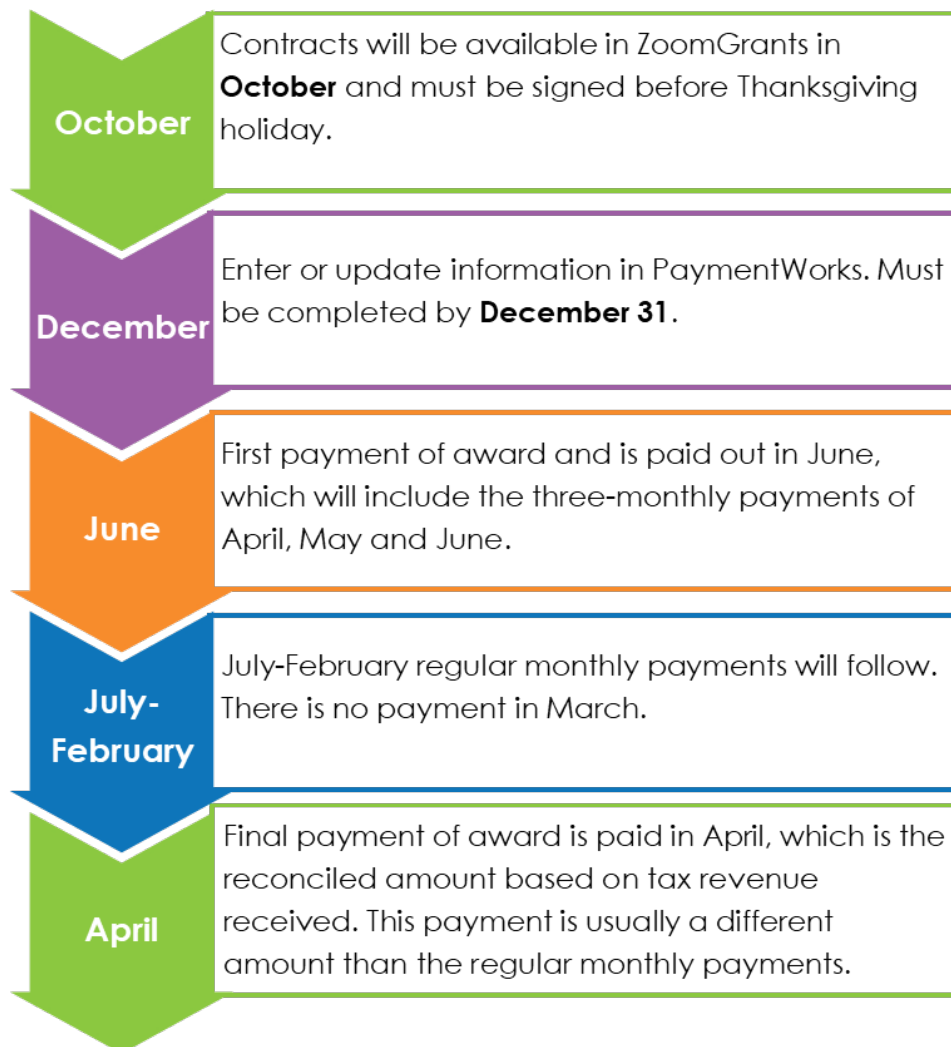
Insurance:

As a recipient of ZAP funds, it is expected that you maintain reasonable and appropriate insurance in accordance with industry standards. The ZAP program does not dictate what this might be, you should know what this is and to have the appropriate level of insurance required for your organization or event.

Distribution of Grant Funds

Grantee must complete the two steps above (sign contract and register in PaymentWorks) before grant funds can be disbursed. Grant funds are disbursed in monthly payments:

- First payment of award is paid in June, which will include the three-monthly payments of April, May and June.
- July-February regular monthly payments will follow. There is no payment in March.
- Final payment of award is paid in April, which is the reconciled amount based on tax revenue received. This payment is usually a different amount than the regular monthly payments.



6. CONTRACTUAL OBLIGATIONS

If awarded funds, grantee must follow contractual obligations, which each grantee must review before signing. This section is not a comprehensive list of agreements (recipient required responsibilities) within the ZAP Funding Contract, but some we wish to highlight as important aspects of acknowledgement and appreciation of the ZAP program.

1. ZAP Acknowledgement and Thank You

ZAP grantees are contractually obligated to acknowledge ZAP in promotion of the activities/programs that ZAP funds support.

This should be done:

- On your organization's website
- On written and printed assets, such as playbills, brochures, appropriate advertisements, flyers, banners, websites, and newsletters
- As an announcement from a stage, in media releases, on supertitles, pre-event videos, etc.

ZAP Administrative Staff and Advisory Board members will periodically audit the use of the ZAP logo to ensure it is being utilized in compliance with the logo usage standards outlined in the Contract Media Obligations guide.

LINK TO CONTRACT MEDIA OBLIGATIONS GUIDE CAN BE FOUND IN THE APPENDIX

2. Invite SLCo to Your Activities/Events

The ZAP program encourages grantees to provide free tickets and/or invitations to the SLCo at least once per year so that members of the applicable Advisory Board, elected officials, and ZAP staff may evaluate the applicant and the merits of its programs and activities. Advisory Board members and ZAP staff are encouraged to attend free events whenever possible.

Inviting Advisory Board members, elected officials, and ZAP staff to your activities is a welcoming opportunity for them to learn about your organization in an experiential way. Additionally, while attending your activities, many ZAP representatives enjoy meeting applicant staff and performers and interacting with fellow audience members.

[Invitation Form to invite SLCo to your ZAP funded event](#) (also in Appendix)

3. Now Playing Utah

If awarded, grantee organizations agree to use the <http://www.nowplayingutah.com> (NPU) website to promote its events. This arts and cultural calendar has been created by the ZAP program, Utah Division of Arts and Museums, and Visit Salt Lake in order to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. Grantees shall provide its publicity materials to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc., including linking to NPU from grantee's website. Grantee also agrees to list artist profiles on NPU, if applicable.

4. Press Releases and Public Relations Materials

Awarded grantees agree to provide the SLCo with press releases and other public relations material designed to promote grantee's programs and projects. Submission by email is preferred at PRZAP@slco.org.



ZAP CONTACT INFORMATION

Salt Lake County Zoo, Arts & Parks

saltlakecounty.gov/zap

Mailing Address

Mid-Valley Performing Arts Center
2525 Taylorsville Blvd.
Taylorsville, Utah 84129

Hours

Monday through Friday
8:00 AM - 5:00 PM

Samantha Thermos

ZAP Program Director
sthermos@slco.org
(385) 468-7057

Cody Goetz

Grants and Communications Coordinator
cgoetz@slco.org

Kelsey Ellis

Impact Program Manager
kmellis@slco.org
(385) 468-2593





APPENDIX

2026

DOCUMENTS:

- **2026 Tier I + Zoological Application Questions**
 - **QE WORKSHEET CAN BE DOWNLOADED FROM RESOUURES TAB IN ZOOMGRANTS APPLICATION**
- **Financial Health Test**
- **2026 Tier I + Zoological Additional Data Metrics**
- **Sample Board Roster**
- **Sample Tier I Funding Contract**
- **Sample Zoological Funding Contract**

LINKS:

- **[ZAP 1031 Countywide Policy](https://bit.ly/4btkRVN)**
<https://bit.ly/4btkRVN>
- **[Salt Lake County Council District Interactive Map](https://bit.ly/41CT2qA)**
<https://bit.ly/41CT2qA>
- **[ZAP Contract Media Obligations Guide](https://bit.ly/43o63FM)**
<https://bit.ly/43o63FM>
- **[Invite Board Members and Elected Officials to your ZAP Funded Event](https://bit.ly/3D0Lhl9)**
<https://bit.ly/3D0Lhl9>

Salt Lake County
ZAP I
Zoo, Arts and Parks
ZAP 2026 Tier I + Zoological Application
Deadline: 5/30/2025

Print Preview Prop

Jump to: [Additional Information](#) [General Eligibility](#) [Application Questions](#) [Documents](#)

**\$ 0 Three-year Qualifying
Expenditure Amount (Must match
the number in your QE worksheet)**

printpreview@printpreview.com
Tel: 888-867-5309

Additional Contacts
none entered

Additional Information [top](#)

Utah Entity Number

1. Utah Entity Number

Secondary Contact

2. First Name

3. Last Name

4. Telephone

5. Email

Please also add this email address to the "additional contacts" section above. This will ensure that these contacts are notified when we send official notices through ZoomGrants.

Financial Contact

6. First Name

7. Last Name

8. Telephone

9. Email

Please also add this email address to the "additional contacts" section above. This will ensure that

these contacts are notified when we send official notices through ZoomGrants.

General Eligibility [top](#)

1. If your organization uses a DBA (doing business as) that is different from your IRS 501(c)(3) letter, please include here.

If not, please enter 'N/A'.

-no answer-

2. Does your organization have its headquarters or significant presence in Salt Lake County and manages and presents activities within Salt Lake County?

Per ZAP Policy, Tier I and Zoological organizations must have headquarters in Salt Lake County.

Yes

No

3. Does your organization certify that it abides by a board-approved code of ethics and professional standards? Per ZAP Policy, an applicant for Tier I or Zoological funds MUST abide by accepted nonprofit ethical and professional standards.

The ZAP program reserves the right to verify this information.

Yes

No

4. If you are an organization that is part of a public university, college, or educational affiliate, does your program receive more than 50% of its funding from state funds?

ZAP is unable to fund organizations that receive more than 50% of their funding from the state.

Yes

No

Not Applicable (select this option if your organization is NOT part of a public university, college, or educational affiliate.)

5. What is your organization's PRIMARY eligible discipline?

For discipline definitions, please see the Tier I + Zoological Grant Manual.

Architecture

Festivals (arts and cultural) (excludes state/local/community fairs)

Arts Education

Botanical

Dance

Folk Arts

Humanities

Interdisciplinary/Performance Art

Literature

Local Arts Agency (municipal arts/cultural council)

Media Arts

Multi-Disciplinary

Music

Natural History

Presenting Organization

Theatre

Visual Arts

Zoological

6. Indicate the 12-month period that you are requesting 2026 ZAP funding.

This should be your 12 month fiscal year between January 2026 and December 2027. Indicate Beginning Month/Year - Ending Month/Year.

-no answer-

7. If you had a chance to speak with a community leader for one (1) minute to explain your organization, what would you say? In other words, what is your organization's "elevator pitch?" (Artistic/Cultural Vibrancy)

If funded, we will use a portion of this description in ZAP's public-facing Grantee Directory. This should be a simple explanation of what you would like the community to know about your organization's work.

-no answer-

8. Informational purposes only: Does your organization receive specific funding for educational/outreach activities? (for example, POPs, iSEE, or other USBE funding)

This amount is also asked for in the Qualifying Expenditure Spreadsheets (#47 on the Summary Tab).

Yes

No

9. DATA: What is your organization's mailing/billing address? The address to which an organization's mail should be sent, including payments. Please enter your address: street address, city, state, and ZIP code. Answers for Questions 9-11 may be the same or different addresses/locations depending on your organization.

This can be: a physical or home address, commercial space, or a post office box. This information is used to identify County Council Districts, aggregated data purposes, activity heat maps, and economic impact reporting.

-no answer-

10. DATA: What is your organization's business address/physical location? This is where your organization operates from, but that might not always be the case. Please enter your address: street address, city, state, and ZIP code. Answers for Questions 9-11 may be the same or different addresses/locations depending on your organization.

This can be: a physical or home address or commercial space, not a PO Box. This information is used to identify County Council Districts, aggregated data purposes, activity heat maps, and economic impact reporting.

-no answer-

11. DATA: What is the location address where the MAJORITY of your ZAP eligible activities take place? OR: If you do not have a primary activity location, where the public can most often access your organization's arts or cultural offerings in Salt Lake County? This would be activities performed by your organization, for which your organization (project/program) was formed. Please enter your address: street address, city, state, and ZIP code. Answers for Questions 9-11 may be the same or different addresses/locations depending on your organization.

This information is used for identifying County Council Districts, aggregated data purposes, activity heat maps, and economic impact reporting.

-no answer-

Documents Requested *

IRS 501(c)3 letter

Required? Attached Documents *



1. What is your organization's board-approved mission statement?

-no answer-

Artistic/Cultural/Zoological Vibrancy - 30%

When scoring this category, the Tier I Board will evaluate these questions in addition to the following in the Documents Tab: Executive Summary, Current Season Brochure, Optional Visual Documentation, as well as the Data Smartsheet for the past completed year.

2. The ZAP program educates, supports and engages partner organizations (grantees) to enhance the quality of life for Salt Lake County communities and visitors through artistic, cultural, botanical and recreational experiences. Describe how your organization's programs contribute to an artistically/culturally vibrant community in Salt Lake County. Include: 1. An explanation of your organization's uniqueness (your niche), and how it specifically stands out: Examples: artist selection, geographic community served, community need filled, attendee experience, etc. 2. What gap(s) does your organization fill for the community, how do you fill them and why?

Artistic/Cultural/Zoological vibrancy defined: Engages qualified and diverse arts/cultural professionals; Inspires a vibrant/energetic cultural community in SLCo; Provides unique, impressive, and noteworthy contributions to its field.

-no answer-

Public Benefit/Outreach - 20%

When scoring this category, the Tier I Board will evaluate these questions in addition to the Activities Data in the Data Smartsheet and any optional supporting materials (e.g. list of partnerships) in the Documents Tab.

3. Tell a story from the past year of a moment when it was clear that your organization positively impacted the community. Through narrative, outcomes and metrics, demonstrate how your organization helped achieve ZAP's mission. Provide a compelling reason as to why tax-payer dollars should fund your organization.

You may consider highlighting how you leveraged funding, strategic partnership, or outreach to maximize the impact of making our community BETTER OFF.

-no answer-

4. Explain your organization's efforts to expand your audience to ensure you are serving all residents and visitors in Salt Lake County. Include: 1) Define which communities you are reaching, 2) Describe what your organization has already done to increase efforts, and 3) Describe what your organization is planning to further expand the outreach of your efforts. When considering all Salt Lake County residents and visitors, consider all diverse populations (such as: geographic, language, economics, disability status, culture/ethnicity, gender identity, veteran status, etc.).

-no answer-

5. A strategic partnership can help broaden or deepen the reach of your organization. Describe how one partnership from this last year has helped your organization better achieve your goals or mission.

In this instance, describe a partnership that is not a paid vendor. You may also attach a full list of partnerships to the Documents tab.

-no answer-

Governing Board - 20%

When scoring this category, the Tier I Board will evaluate these questions in addition to the Board List in the Documents Tab and the Governing Board Data in the Data Smartsheet.

6. Describe any efforts/progress your organization has made toward increasing the diversity of your staff and board of directors (such as: geographic, language, economics, disability status, culture/ethnicity, gender identity, veteran status, etc.). Please be as specific as space will allow.

Describe how YOUR organization defines board diversity and the strategies used to diversify.

-no answer-

7. What is your organization's fundraising policy as related to board members?

Provide the required amount, if any, for board members to directly give or raise for your entity's fundraising.

-no answer-

Management & Organizational Capacity/Stability - 15%

When scoring this category, the Tier I Board will evaluate these questions in addition to your Organizational Chart in the Documents Tab.

8. Describe your board's succession planning efforts for key staff (Executive Director, CFO, key management, etc.).

-no answer-

9. What are your organization's key goals and objectives for the next 3-5 years? What are your plans for achieving them?

-no answer-

Financial Health - 15%

When scoring this category, the Tier I Board will evaluate these questions in addition to the financial documents (Audits and QE Worksheet) in the Documents Tab.

10. Provide a summary of your most recent audited revenues/expenses in the table below.

Providing these numbers here will allow us to easily aggregate your data for ZAP's reporting requirements. They should match the totals listed in your QE worksheet on Tab 2024. Thank you!

<input type="text"/>	2024 Total Revenue
<input type="text"/>	2024 Total Qualifying Operating Expenses
<input type="text" value="0.00"/>	TOTAL

11. Describe any related party transactions which occurred in the last year. If any related party transactions are listed on your audit, they should be explained here. More information on this can be found on the "Definitions" tab in the QE Worksheet.

In the event of any sale, lease or other transaction with a board member or affiliate, or staff member or affiliate, disclose the costs and expenses incurred by the board, staff member or affiliate. Please see QE definition of related party expenses.

-no answer-

2024 Evaluation

This section fulfills your organization's requirement to submit a final report showing how last year's ZAP funds were utilized.

12. Describe how ZAP funds were utilized in the past year.

These numbers/explanations should support the figures provided in the "Actual-Use" Tab in the 2026 QE Worksheet.

-no answer-

13. Describe the internal and external challenges you faced during the past year and how your

organization addressed them.

-no answer-

14. What has your organization accomplished within the past year that you are most proud of?

-no answer-

Submit Your Data via Smartsheet

15. Please use the following link to complete the 2026 Tier I + Zoological Application Data Smartsheet: <https://app.smartsheet.com/b/form/368cc92a725240a0a16f8455a6cca1bf>

This form includes the data questions for your 2026 application. This is REQUIRED. After submitting, please return to this application and complete this question. Note: This form cannot be saved so all data will need to be entered at once.

I certify I have submitted the Additional Data form via Smartsheets.

Documents [top](#)

Documents Requested *	Required? Attached Documents *
Microsoft Excel Qualifying Expenditures Worksheets	<input checked="" type="checkbox"/>
2024 Audit	<input checked="" type="checkbox"/>
2023 Audit	<input checked="" type="checkbox"/>
2022 Audit	<input checked="" type="checkbox"/>
Auditor's Peer Review Letter: This is a letter from the reviewer of your auditor. Your auditor will have a copy of this letter on file.	<input checked="" type="checkbox"/>
Organization Chart	<input checked="" type="checkbox"/>
Board List (The board list should denote members who are executive board members, include names, term expiration, county district they reside in, and what skills/expertise that the member brings to your board. See sample List in Resources Tab.)	<input checked="" type="checkbox"/>
Current Season Brochure	<input checked="" type="checkbox"/>
Verification of Use: NowPlayingUtah (NPU) for promotion of events. Please LINK to your past events page on NPU.	<input checked="" type="checkbox"/>
Verification of acknowledgement: Samples on how you acknowledge/use the ZAP logo.	<input checked="" type="checkbox"/>
Strongly encouraged: Visual documentation that will enhance your application. Maximum of 3, two-minute videos or audio clips. Up to 8 images. May upload more than one link or document in this section. These may be submitted after the deadline.	
Optional: annual report, annual POPS or ISee report, etc.	
One-page executive summary of your organization. Think of this as a one-page resume for your organization highlighting	<input checked="" type="checkbox"/>

major programs, etc.

Optional: list of partners

** ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 124545

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Zoo, Arts and Parks Program Financial Health Assessment

The Zoo, Arts and Parks Program funds organizations in order to offer diverse cultural programming to our residents and visitors and to stabilize, enhance and support our cultural community. Toward these ends, the ZAP program has developed a series of monetary assessments that help to determine the relative financial health of an organization.

An organization will not pass this assessment if...

- 1) Their certified financial audit includes a Going Concern (or similar language/meaning) paragraph in the report or Going Concern (or similar language/meaning) footnote, (FHT 6) or
- 2) Their certified financial audit indicates two of the following assessments:
 - FHT 1: Negative Unrestricted Net Assets
 - FHT 2: Negative Working Capital – TOTAL
 - (Working Capital is calculated by taking current assets (i.e. cash, investments, accounts receivable, donations receivable, etc.) minus current liabilities (i.e. accounts payable, accrued expenses, current portion of long term debt, etc.).
 - FHT 3: Net three-year average decrease in Unrestricted Net Assets in excess of 50% of ending Unrestricted Net Assets for the most recent application year. The three-year average is based on the most recent three-year financial statements in the application.
 - FHT 4: Debt to Total Net Assets (Fund Balance) ratio of more than 2:1 as of the most recent fiscal year reported
 - FHT 5: Net Three Year Average of Negative Cash from Operations (including Cash Flows from Non Capital Financing Activities for those entities subject to GASB reporting) for the most recent application year. The three-year average is based on the most recent three-year financial statements in the application. (Determined from the Cash Flow Statement. Total cash “provided by” operations is a positive total while total cash “used in” operations is a negative total).

Tier I, Zoological and Tier II organizations recommended for funding over \$85,000* that do not pass the financial health assessment must prepare a credible plan for restoring financial health, and submit regular progress reports that demonstrate compliance with their plan.

The Plan should contain at a minimum:

- A realistic, self-aware assessment of the organization's financial issues.
- A specific definition of financial health, including financial targets.
- A convincing plan for achieving the financial targets, including a timeline that will permit monitoring of progress at regular (2-3 month) intervals.

The plan can be considered a type of action or strategic plan that includes the following components:

- Context
- Action/Change Description
- Expected Result
- Date action will occur
- Who is responsible
- Status (If off schedule to achieve action, please explain why and how this will be remedied.)

The plan must discuss the items on the financial health assessment that an organization failed. The plan should contain realistic steps to achieve financial health. The circumstances of each organization may be varied and complex, thus such plans cannot be formulaic. It is anticipated that the plan may require negotiation to make it workable, although the County will have the final authority over what is an acceptable plan. If an organization is unable to develop an acceptable plan or is unable to comply with that plan, the County may choose to deny funding.

Funding will be withheld until the ZAP program receives and accepts the initial planning document. Once accepted, the ZAP program will require regular reports on the progress of the plan.

*\$85,000 is the level at which Tier II organizations must submit three-years of audited financial statements.



ZAP 2026 Tier I + Zoological Application Additional Data

<https://app.smartsheet.com/b/form/368cc92a725240a0a16f8455a6cca1bf>

You will need the following data from your MOST RECENTLY COMPLETED FISCAL YEAR.

- Full and part-time employees
- Contractors
- Volunteers (all of which cannot overlap)
- Events in Salt Lake County
- Audience numbers (in Salt Lake County) and which were free

PERSONNEL NUMBERS – Full- and part-time employees are paid with W2s. Contractors are usually paid with 1099s. Volunteers are unpaid.

Number of Full-Time Employees	
Number of Part-Time Employees	
Number of Contractors	
Number of Volunteers	
Number of Total Volunteer Hours	

EVENT NUMBERS

Number of in-person Events	
How many of those in-person events were free?	
Number of in-person Event Attendees	
How many of the in-person attendees had free admission?	

NUMBER OF ACTIVITIES BY AREA – There should be no overlap in numbers among cities.

Alta	
Town of Brighton	
Bluffdale	
Copperton Metro Township	
Cottonwood Heights	
Draper	
Emigration Canyon Metro Township	
Herriman	
Holladay	
Kearns Metro Township	
Magna Metro Township	

Midvale	
Millcreek	
Murray	
Riverton	
Salt Lake City	
Sandy	
South Jordan	
South Salt Lake	
Taylorsville	
West Jordan	
West Valley City	
White City Metro Township	

GOVERNING BOARD DATA: GEOGRAPHIC REPRESENTATION

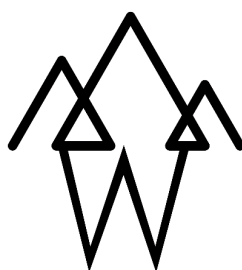
List the total board members/numbers for each of the categories listed below. Please refer to your CURRENT board status at time of application submission.

Note: These numbers must reflect residential addresses. To identify which Salt Lake County Council District your board members reside in, please use the Salt Lake County District interactive map linked [HERE](#).

County District 1	
County District 2	
County District 3	
County District 4	
County District 5	
Country District 6	
In Utah (outside of SLCo)	
Outside of Utah	
Total number of Directors/Trustees/Board Members	

BOARD OPERATIONS

Number of board meetings held annually	
Number of advisory board members (if you have an advisory board)	
Number of executive board members (if you have an executive board)	
Number of years per board term	
Number of terms a board member may serve	
Date of the last board governance training	



WILLIAMSTOWN ART COLLECTIVE

ADVISORY BOARD 2018-2019

SARAH BENNETT

CEO, Blaze Media
District 2
1752 Willow Rd, Williamstown, ST 00125

Committees: Marketing & Artistic

Skills/Expertise: Marketing and branding; special events; fundraising

NORA CARRINGTON-LEIGH

CPA, James & Co
District 4
16890 W. 41 S., Williamstown, ST 00212

Committees: Finance, Facilities

Skills/Expertise: Financial; in depth knowledge of non-profit audits

NIGEL KHATRI

Appointed member, Williamstown City
District 2
9823 Clawson Blvd, Williamstown, ST 00125

Committees: Finance, Development

Skills/Expertise: Investment; city connection & perspective

CAROL NGUYEN

Executive Director, Pride Center at James Bay
Green County
5301 Domo Ct, Damsville, ST 01236

Committees: Education

Skills/Expertise: Community outreach; business management; political advocacy

FRANZ BOWMAN- *Chair*

Attorney, Bowman Yeager Arintz
District 1
4 Escalante North, Williamstown, ST 00123

Committees: Executive, Finance

Skills/Expertise: Legal and financial; specialized work with local refugee communities

LOUIS ENTWISTLE

Sculptor
District 6
219 University Street, Unit C, Williamstown, ST 00214

Committees: Artistic

Skills/Expertise: Curatorial; close knowledge of artistic processes; connected with local indigenous artist community

NEILS NEILSEN- *Vice-Chair*

Director, Williamstown Community College
Department of Humanities
District 6
3894 Hopper Creek Lane, Williamstown, ST 00214

Committees: Executive, Education

Skills/Expertise: Artistic; educational pedagogy; grassroots public art; strong ties with college

**SALT LAKE COUNTY
TIER I
ZOO, ARTS AND PARKS FUNDING AGREEMENT
Between
SALT LAKE COUNTY
And
#{Legal Name}**

THIS AGREEMENT is effective the date of the last person to sign below by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“COUNTY”), and **#{Legal Name}**, a non-profit organization, whose mailing address is **#{Address 1}, #{Address 2}, #{City}, #{State} #{Zip}** (“RECIPIENT”).

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. §§ 59-12-701, et seq., (1953, as amended) and has enacted an ordinance, Chapter 3.07, Salt Lake County Code of Ordinances, 2001, as well as policies governing distribution of the revenues collected pursuant to this tax, which revenues are referred to as the “Zoo, Arts & Parks Funds” (“Funds”);

WHEREAS, the administration of Funds is through the County’s Zoo, Arts & Parks Program (“ZAP Program”);

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to the statute, ordinance, and policies through the ZAP Program;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, and the payment of the percentage of Funds as specified, the parties agree as follows:

1. SCOPE OF AGREEMENT:

In exchange for receipt of these Funds, RECIPIENT agrees to the following uses and limitations of uses for the Funds:

- A. Funds shall be expended within Salt Lake County for the ongoing operating expenses of RECIPIENT as further defined herein and pursuant to Utah Code Ann. §§ 59-12-701, et seq. (1953 as amended); Chapter 3.07 Salt Lake County Code of Ordinances, 2001; and those policies, applications and standards established by Salt Lake County to administer the distribution of the Funds.
- B. Funds may not be expended for the following non-qualifying expenditures, outlined more fully in Countywide Policy No. 1031: capital construction expenses; acquisition of real property or any interest in real property; depreciation related to real property; payments into an endowment corpus; any expenditures or activities outside of Salt Lake County; fund-raising expenditures related to capital or endowment campaigns; loan or interest payments; rent in excess of 6%; direct political lobbying; salary expenses above the program cap of \$97,280 per

individual; grants or re-grants; sold cost of goods expenses over the cap; bad debt expense; depreciation or amortization of any asset; non-deductible tax penalties; any operating expenses that are utilized in calculating federal unrelated business income tax; expenditures not directly related to the RECIPIENT'S primary purpose; and for theatre disciplines royalty or commission expenditures over the cap.

- C. RECIPIENT agrees to submit an Actual Use/Evaluation report detailing how Funds were expended. RECIPIENT understands that Funds may be withheld due to inadequate, incomplete, or non-submitted Actual Use/Evaluation report.
- D. RECIPIENT agrees to acknowledge Salt Lake County Zoo, Arts and Parks program in writing and orally, including acknowledging Salt Lake County Zoo, Arts and Parks at events for which Funds have been utilized. RECIPIENT further agrees to use its best efforts to use the official Salt Lake County Zoo, Arts & Parks logo on written material such as playbills, brochures, advertisements, flyers, banners, websites and newsletters. RECIPIENT may use other acknowledgments as appropriate, such as announcements from the stage, in media releases, on supertitles, on pre-event videos, etc. If RECIPIENT has a website, the Zoo, Arts and Parks logo shall be displayed on the donor/sponsor page or other prominent page of the website. RECIPIENT will follow guidelines in Exhibit 2, ZAP Logo Usage and Acknowledgment Guide.
- E. RECIPIENT shall provide COUNTY with a copy of programs or other printed material acknowledging the COUNTY and the Zoo, Arts & Parks program.
- F. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote RECIPIENT'S programs and projects. Submission by email is preferred at PRZAP@slco.org.
- G. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Salt Lake County. RECIPIENT further agrees to publicly announce (in some manner) that this has been sponsored by the Salt Lake County Zoo, Arts and Parks Program (using this or similar wording) and to inform the COUNTY'S Representative, named below, of such an event in advance and in a timely manner.
- H. RECIPIENT agrees to use the www.nowplayingutah.com (NPU) website to promote its events. This arts and cultural calendar has been created by the ZAP Program, the Utah Division of Arts and Museums and Visit Salt Lake in order to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. RECIPIENT shall provide its publicity materials to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc., including linking to NPU from RECIPIENT'S website. RECIPIENT also agrees to list artist profiles on NPU.

- I. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee or in violation of the Public Employees Ethics Act, Utah Code Ann. §§ 67-16-1, et. seq.
- J. COUNTY may sponsor an event that highlights the Zoo, Arts and Parks Program and showcases the recipients of ZAP funding. If the COUNTY sponsors such an event and the RECIPIENT is invited to participate, RECIPIENT will use its best efforts to reasonably participate as requested.
- K. RECIPIENT agrees to provide tickets to any non-fundraising event, without charge and within reason, as requested by COUNTY'S Representative to enable the Tier I Advisory Board to better review and evaluate RECIPIENT'S organization and programs. RECIPIENT is encouraged to extend to Tier I Advisory Board members an invitation to at least one event per year without charge for evaluation purposes. RECIPIENT shall use the ZAP invitation form, found on the ZAP website, to submit invitations to the Tier I Advisory Board.
- L. In compliance with County Ethics Ordinance 2.07.207 and as outlined in the ZAP Event Attendance Program available on the COUNTY's website, RECIPIENT may make one non-fundraising performance or event per year available to elected or appointed officials through said Representative for the purpose of enabling the official to better evaluate and review the organization, programming and attendance at the event. RECIPIENT shall use the ZAP invitation form, found on the ZAP website, to submit invitations to the elected or appointed officials.
- M. RECIPIENT agrees that although it is not a "public body" as defined by the Utah Open and Public Meetings Act, Utah Code Ann. §§ 52-4-101, et seq., because RECIPIENT receives public funds, it will adhere to the spirit of the statute by making its board meetings open to the public. Accordingly, RECIPIENT agrees to:
 1. Give public notice of its regular board meetings yearly and place meeting information on RECIPIENT'S website in a timely and accessible manner.
 2. Give not less than 24 hours prior notice of the date, time and place of the regular board meeting and public notice of the agenda.
 3. Make available copies of the agenda at each regular board meeting.
 4. Open its regular board meetings to the public, except that RECIPIENT shall reserve the right to close such meetings (or portions of such meetings) for matters such as:
 - a. Discussion of the character, professional competence, or physical or mental health of an individual;
 - b. Strategy sessions to discuss collective bargaining;
 - c. Strategy sessions to discuss pending or reasonably imminent litigation;
 - d. Strategy sessions to discuss the purchase, exchange, sale or lease of real property;

- e. Discussions involving the creditworthiness of individuals seeking real estate loans;
 - f. Discussion regarding deployment of security personnel;
 - g. Discussions involving investigative proceedings conducted by governmental bodies/agencies;
 - h. Discussion involving fund raising from specific individuals or groups; and
5. Keep minutes of both open and closed meetings.
- N. COUNTY provides synchronous and asynchronous training for all recipients. RECIPIENT agrees that at least one representative from the organization will complete the training on an annual basis.
- O. COUNTY has invested in tracking real-time data on the services it provides. The ZAP Program collects data that highlights grantee activities with the intent of sharing it through internal dashboard systems. RECIPIENT agrees to participate in the dashboard project by providing data upon request. The data will be similar to information requested in the ZAP Application Form, such as attendance, free admissions, expenditures, and staffing.

2 PUBLIC FUNDS AND PUBLIC MONIES:

- A. Definitions: “Public funds” and “public monies” mean 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 other 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 Recipient’s possession.
- B. Recipient’s Obligation: RECIPIENT of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and 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 ZAP qualifying activities to Salt Lake County. RECIPIENT understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. RECIPIENT expressly understands that COUNTY may monitor the expenditure of public funds by RECIPIENT.
- C. COUNTY reserves the right to verify application and evaluation information and to audit the use of Funds and the accounting of the use of Funds received by RECIPIENT under this Agreement. If an audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

- D. RECIPIENT expressly understands that County may withhold funds or require repayment of funds from RECIPIENT for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

3. CONSIDERATION:

Payment of Funds to RECIPIENT and the amounts thereof shall be determined and paid as set forth in Chapter 3.07, Salt Lake County Ordinances, 2001 and Countywide Policy No. 1031. Payment of Funds to RECIPIENT for the fiscal year **2025**, shall be **\$(Internal Answer 4)** of the funds designated for Tier I qualifying organizations.

The percentage of this Agreement may be modified by COUNTY if an organization within the 2024 pool of Tier I organization is deemed not in compliance with the contract and is removed from the pool.

Any past due balances owed to a COUNTY facility or agency may first be deducted before any distribution of FUNDS is made to RECIPIENT.

4. EFFECTIVE DATE:

This Agreement shall be for a term of one (1) year, beginning on the date of the first distribution of funds to the RECIPIENT and ending after the final payment is made (before or during May of 2026), and shall not be renewable.

If all Funds received under this Agreement are not expended during the RECIPIENT'S current fiscal year, RECIPIENT agrees to account for the Funds in the succeeding fiscal year pursuant the terms and conditions of this Agreement.

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

5. MAINTENANCE AND AVAILABILITY OF RECORDS:

RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY from time to time upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and, if so requested, in a manner and form specified by the Salt Lake County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by the Salt Lake County District Attorney's Office to be records of the COUNTY, the parties agrees that the COUNTY'S review and/or disclosure of said records will be governed by the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. If any records obtained by the COUNTY reveal that RECIPIENT is in violation of this Agreement, the COUNTY may make use of and disclose such records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

6. ASSIGNMENT AND TRANSFER OF FUNDS:

It is understood and agreed that RECIPIENT shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

7. INDEPENDENT ENTITY:

It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent entity. No officer, employee, or agent of the RECIPIENT or the COUNTY is intended to be an officer, employee, or agent of the other party. The RECIPIENT 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.

8. INDEMNIFICATION:

A. Unless RECIPIENT is a governmental entity in the State of Utah, the Parties agree to the following indemnification provisions:

RECIPIENT shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of the Agreement, or, if Funds are not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

COUNTY is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that COUNTY shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed, in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

B. If RECIPIENT is an agency of the State of Utah or an institution of higher education of the State of Utah, the Parties agree to the following indemnification provision:

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2019), as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the COUNTY and the RECIPIENT shall be responsible 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 RECIPIENT shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

9. INSURANCE:

RECIPIENT shall, at its sole cost and expense, secure and maintain during the term of this Agreement or until the Funds are fully expended by the RECIPIENT, whichever is later, the following insurance:

- A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships.
- B. Commercial general liability insurance on an occurrence form in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall protect the County, RECIPIENT, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from RECIPIENT's operations under this Agreement, whether performed by RECIPIENT itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

If RECIPIENT is a governmental entity, RECIPIENT may satisfy the requirements of this section by maintaining self-insurance in lieu of purchasing commercial general liability insurance.

In the event RECIPIENT fails to maintain and keep in force any insurance as required herein, the COUNTY may terminate this Agreement and cease payments to RECIPIENT.

10. NO OFFICER OR EMPLOYEE INTEREST:

It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the Funds distributed.

11. TERMINATION:

The COUNTY may terminate this Agreement as a result of the failure of RECIPIENT to fulfill its obligations under this Agreement. COUNTY shall provide written notice of termination of this Agreement by delivering to RECIPIENT a Notice of Termination specifying the basis for the termination. Upon RECIPIENT's receipt of a Notice of Termination, RECIPIENT shall have 30 days in which to cure the basis for termination set forth in such Notice of Termination. If RECIPIENT fails to cure such basis for termination within the 30-day period, COUNTY may terminate this Agreement. Upon termination of this agreement, RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement, and the COUNTY may, in its sole discretion, seek repayment of all Funds improperly expended by RECIPIENT under this Agreement.

The COUNTY may terminate this Agreement for the following non-inclusive reasons:

- A. RECIPIENT no longer qualifies for receipt of funding as a Tier I organization under the County's ZAP Program;

- B. RECIPIENT was determined to be qualified based upon the submission of erroneous information, and may require RECIPIENT to return all Funds paid to RECIPIENT based upon the erroneous information;
- C. RECIPIENT fails the minimum financial health test and their financial health plan is not accepted by the County ;
- D. RECIPIENT fails to supply adequate financial health reports (if required by this Agreement);
- E. If the financial health of RECIPIENT is in such jeopardy that organizational dissolution is inevitable; or
- F. Any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S Application Form and in this Agreement

The parties agree that rights and remedies of COUNTY in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. ETHICAL STANDARDS:

RECIPIENT represents that it has not: (a) provided an illegal gift or payoff 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 contract 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 set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, 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.

13. COUNTY REPRESENTATIVE:

COUNTY hereby appoints the Program Director of the COUNTY'S Zoo, Arts and Parks Program as COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary for RECIPIENT'S performance of this Agreement, and if such assistance is requested by RECIPIENT. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees during RECIPIENT'S ordinary course of business or in RECIPIENT'S expenditure of Funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

14. COMPLIANCE WITH LAWS:

RECIPIENT agrees that it, its officers, agents and employees will comply with all federal, state and local laws, rules and regulations that govern and apply to its operations and in particular those laws created to protect the rights of individuals, including, but not limited to, those laws requiring access for persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

15. ADDITIONAL DOCUMENTS:

The following documents shall be submitted by RECIPIENT to the COUNTY prior to any Funds being disbursed and are incorporated into this Agreement by reference, being made part hereof as exhibits:

- A. Application Form– (Exhibit 1)
- B. ZAP Logo Usage and Acknowledgment Guide (Exhibit 2)
- C. Additional Requirements Letter, if applicable – (Exhibit 3)

16. INTERPRETATION:

The entire agreement among the parties shall consist of this Agreement and the documents set forth above in paragraph 15. All documents are complementary and the provisions of each document shall be equally binding upon the parties. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents in the order set forth in paragraph 15 above. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7 of the Utah Code, as amended; and Chapter 3.07, Salt Lake County Code of Ordinances, 2001, as amended; and Countywide Policy No. 1031, as amended.

17. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties, and no statement, 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. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties. Moreover, as a standard form contract approved by the Salt Lake County District Attorney's Office, any alteration to this Agreement without the approval of the Salt Lake County District Attorney's Office shall render the Agreement void and without effect.

18. SURVIVAL:

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

19. GOVERNING LAWS:

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and Salt Lake County, both as to interpretation and performance.

20. WARRANT OF AUTHORITY:

The person signing this Agreement warrants his or her authority to do so and authority to bind RECIPIENT. RECIPIENT understands that COUNTY may require RECIPIENT to return all Funds paid to RECIPIENT based upon a breach of a warrant of authority.

21. ALTERATION:

The Parties agree that any alteration of the standard form language without approval of the attorney shall render this Agreement void and without effect. Any changes to this Agreement must be pre-approved as to form by the District Attorney's Office.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited below.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

#{Legal Name}
RECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

**SALT LAKE COUNTY
ZOOLOGICAL
ZOO, ARTS AND PARKS FUNDING AGREEMENT**
Between
SALT LAKE COUNTY
And
#{Legal Name}

THIS AGREEMENT is effective the date of the last person to sign below by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“COUNTY”), and **#{Legal Name}**, a non-profit organization, whose mailing address is **#{Address 1}, #{Address 1}, #{City}, #{State} #{Zip}** (“RECIPIENT”).

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. §§ 59-12-701, et seq., (1953, as amended) and has enacted an ordinance, Chapter 3.07, Salt Lake County Code of Ordinances, 2001, as well as policies governing distribution of the revenues collected pursuant to this tax, which revenues are referred to as the “Zoo, Arts & Parks Funds” (“Funds”);

WHEREAS, the administration of Funds is through the County’s Zoo, Arts & Parks Program (“ZAP Program”);

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to the statute, ordinance, and policies through the ZAP Program;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, and the payment of the amount of Funds as specified, the parties agree as follows:

1. SCOPE OF AGREEMENT:

In exchange for receipt of these Funds, RECIPIENT agrees to the following uses and limitations of uses for the Funds:

- A. Funds shall be expended within Salt Lake County as set forth with greater specificity in RECIPIENT’S application (Exhibit 1) incorporated herein by reference, and as further defined herein and pursuant to Utah Code Ann. §§ 59-12-701, et seq. (1953 as amended); Chapter 3.07 Salt Lake County Code of Ordinances, 2001; and those policies, applications and standards established by Salt Lake County to administer the distribution of the Funds.
- B. Funds may not be expended for the following non-qualifying expenditures, outlined more fully in Countywide Policy No. 1031: Activities not available to the general public; capital construction expenses; acquisition of real property or any interest in real property;

depreciation related to real property; payments into an endowment corpus; any expenditures or activities outside of Salt Lake County; fund-raising expenditures related to capital or endowment campaigns; loan or interest payments; rent in excess of 6%; direct political lobbying; salary expenses above the program cap of \$97,280 per individual; grants or re-grants; sold cost of goods expenses over the cap; bad debt expense; depreciation or amortization of any asset; non-deductible tax penalties; any operating expenses that are utilized in calculating federal unrelated business income tax; and expenditures not directly related to the RECIPIENT'S primary purpose;.

- C. RECIPIENT agrees to submit an Actual Use/Evaluation report detailing how Funds were expended. RECIPIENT understands that Funds may be withheld due to inadequate, incomplete, or non-submitted Actual Use/Evaluation report.
- D. RECIPIENT certifies that it is or has been accredited by the Association of American Zoos and Aquariums within the last five years. RECIPIENT agrees to maintain its accreditation or to complete the curative measures outlined in RECIPIENT'S application to regain accreditation.
- E. RECIPIENT agrees to acknowledge Salt Lake County Zoo, Arts and Parks program in writing and orally, including acknowledging Salt Lake County Zoo, Arts and Parks at events for which Funds have been utilized. RECIPIENT further agrees to use its best efforts to use the official Salt Lake County Zoo, Arts & Parks logo on written material such as playbills, brochures, advertisements, flyers, banners, websites and newsletters. RECIPIENT may use other acknowledgments as appropriate, such as announcements from the stage, in media releases, on supertitles, on pre-event videos, etc. If RECIPIENT has a website, the Zoo, Arts and Parks logo shall be displayed on the donor/sponsor page or other prominent page of the website. RECIPIENT will follow guidelines in Exhibit 2, ZAP Logo Usage and Acknowledgment Guide.
- F. RECIPIENT shall provide COUNTY with a copy of programs or other printed material acknowledging the COUNTY and the Zoo, Arts & Parks program.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote RECIPIENT'S programs and projects. Submission by email is preferred at PRZAP@slco.org.
- H. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Salt Lake County. RECIPIENT further agrees to publicly announce (in some manner) that this has been sponsored by the Salt Lake County Zoo, Arts and Parks Program (using this or similar wording) and to inform the COUNTY'S

Representative, named below, of such an event in advance and in a timely manner.

- I. RECIPIENT agrees to use the www.nowplayingutah.com (NPU) website to promote its events. This arts and cultural calendar has been created by the ZAP Program, the Utah Division of Arts and Museums and Visit Salt Lake in order to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. RECIPIENT shall provide its publicity materials to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc., including linking to NPU from RECIPIENT'S website.
- J. RECIPIENT agrees to provide tickets to any non-fundraising event to the COUNTY, without charge and within reason, as requested by COUNTY'S Representative to enable the Tier I Advisory Board to better review and evaluate RECIPIENT'S organization and programs. RECIPIENT is encouraged to extend to Tier I Advisory Board members an invitation to at least one event per year without charge for evaluation purposes. RECIPIENT shall use the ZAP invitation form, found on the ZAP website, to submit invitations to the COUNTY for use by members of the Tier I Advisory Board.
- K. In compliance with County Ethics Code 2.07.207 and as outlined in the ZAP Event Attendance Program available on the COUNTY's website, RECIPIENT may make one non-fundraising performance or event per year available to the COUNTY to enable elected or appointed officials to better evaluate and review the organization, programming and attendance at the event. RECIPIENT shall use the ZAP invitation form, found on the ZAP website, to submit invitations to the COUNTY for use by elected or appointed officials.
- L. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee or in violation of the Public Employees Ethics Act, Utah Code Ann. §§ 67-16-1, et. seq.
- M. COUNTY may sponsor an event that highlights the Zoo, Arts and Parks Program and showcases the recipients of ZAP funding. If the COUNTY sponsors such an event and the RECIPIENT is invited to participate, RECIPIENT will use its best efforts to reasonably participate as requested.
- N. RECIPIENT agrees that although it is not a "public body" as defined by the Utah Open and Public Meetings Act, Utah Code Ann. §§ 52-4-101, et seq., because RECIPIENT receives public funds, it will adhere to the spirit of the statute by making its board meetings open to the public. Accordingly, RECIPIENT agrees to:
 1. Give public notice of its regular board meetings yearly and place meeting information on RECIPIENT'S website in a timely and accessible manner.

2. Give not less than 24 hours prior notice of the date, time and place of the regular board meeting and public notice of the agenda.
 3. Make available copies of the agenda at each regular board meeting.
 4. Open its regular board meetings to the public, except that RECIPIENT shall reserve the right to close such meetings (or portions of such meetings) for matters such as:
 - a. Discussion of the character, professional competence, or physical or mental health of an individual;
 - b. Strategy sessions to discuss collective bargaining;
 - c. Strategy sessions to discuss pending or reasonably imminent litigation;
 - d. Strategy sessions to discuss the purchase, exchange, sale or lease of real property;
 - e. Discussions involving the creditworthiness of individuals seeking real estate loans;
 - f. Discussion regarding deployment of security personnel;
 - g. Discussions involving investigative proceedings conducted by governmental bodies/agencies;
 - h. Discussion involving fund raising from specific individuals or groups; and
 5. Keep minutes of both open and closed meetings.
- O. COUNTY provides synchronous and asynchronous training for all recipients. RECIPIENT agrees that at least one representative from the organization will complete the training on an annual basis.
- P. COUNTY has invested in tracking real-time data on the services it provides. The ZAP Program collects data that highlights grantee activities with the intent of sharing it through internal dashboard systems. RECIPIENT agrees to participate in the dashboard project by providing data upon request. The data will be similar to information requested in the ZAP Application Form, such as attendance, free admissions, expenditures, and staffing.

2. PUBLIC FUNDS AND PUBLIC MONIES:

- A. Definitions: “Public funds” and “public monies” mean 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 other 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 Recipient’s possession.

- B. Recipient’s Obligation: RECIPIENT of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and 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 ZAP qualifying activities to Salt Lake County. RECIPIENT understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. RECIPIENT expressly understands that COUNTY may monitor the expenditure of public funds by RECIPIENT.
- C. COUNTY reserves the right to verify application and evaluation information and to audit the use of Funds and the accounting of the use of Funds received by RECIPIENT under this Agreement. If an audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.
- D. RECIPIENT expressly understands that County may withhold funds or require repayment of funds from RECIPIENT for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

3. CONSIDERATION:

Payment of Funds to RECIPIENT and the amounts thereof shall be determined and paid as set forth in Chapter 3.07, Salt Lake County Ordinances, 2001 and Countywide Policy No. 1031. Payment of Funds to RECIPIENT for the fiscal year **2025**, shall be **#{Internal Answer 4}** of the funds designated for Zoological qualifying organizations.

The amount of this Agreement may be modified by COUNTY if an organization within the 2025 pool of Zoological organizations is deemed not in compliance with the contract and is removed from the pool.

Any past due balances owed to a COUNTY facility or agency may first be deducted before any distribution of FUNDS is made to RECIPIENT.

4. EFFECTIVE DATE:

This Agreement shall be for a term of one (1) year, beginning on the date of the first distribution of funds to the RECIPIENT and ending after the final payment is made (before or during May of 2026), and shall not be renewable.

If all Funds received under this Agreement are not expended during the RECIPIENT’S current fiscal year, RECIPIENT agrees to account for the Funds in the succeeding fiscal year pursuant the terms and conditions of this Agreement.

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

5. MAINTENANCE AND AVAILABILITY OF RECORDS:

RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY from time to time upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and, if so requested, in a manner and form specified by the Salt Lake County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by the Salt Lake County District Attorney's Office to be records of the COUNTY, the parties agree that the COUNTY'S review and/or disclosure of said records will be governed by the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. If any records obtained by the COUNTY reveal that RECIPIENT is in violation of this Agreement, the COUNTY may make use of and disclose such records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

6. ASSIGNMENT AND TRANSFER OF FUNDS:

It is understood and agreed that RECIPIENT shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

7. INDEPENDENT ENTITY:

It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent entity. No officer, employee, or agent of the RECIPIENT or the COUNTY is intended to be an officer, employee, or agent of the other party. The RECIPIENT 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.

8. INDEMNIFICATION:

A. Unless RECIPIENT is an agency of the State of Utah or an institution of higher education of the State of Utah, the Parties agree to the following indemnification provisions:

RECIPIENT shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or

employees' negligent or wrongful acts or failures to act which occur during the term of the Agreement, or, if Funds are not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

COUNTY is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that COUNTY shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed, in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

B. If RECIPIENT is an agency of the State of Utah or an institution of higher education of the State of Utah, the Parties agree to the following indemnification provision:

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the COUNTY and the RECIPIENT shall be responsible 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 RECIPIENT shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

9. INSURANCE:

RECIPIENT shall, at its sole cost and expense, secure and maintain during the term of this Agreement or until the Funds are fully expended by the RECIPIENT, whichever is later, the following insurance:

- A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships.
- B. Commercial general liability insurance on an occurrence form in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall protect the County, RECIPIENT, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from RECIPIENT's operations under this Agreement, whether performed by RECIPIENT itself, any subcontractor, or anyone directly or indirectly

employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

If RECIPIENT is a governmental entity, RECIPIENT may satisfy the requirements of this section by maintaining self-insurance in lieu of purchasing commercial general liability insurance.

In the event RECIPIENT fails to maintain and keep in force any insurance as required herein, the COUNTY may terminate this Agreement and cease payments to RECIPIENT.

10. NO OFFICER OR EMPLOYEE INTEREST:

It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the Funds distributed.

11. TERMINATION:

The COUNTY may terminate this Agreement as a result of the failure of RECIPIENT to fulfill its obligations under this Agreement. COUNTY shall provide written notice of termination of this Agreement by delivering to RECIPIENT a Notice of Termination specifying the basis for the termination. Upon RECIPIENT's receipt of a Notice of Termination, RECIPIENT shall have 30 days in which to cure the basis for termination set forth in such Notice of Termination. If RECIPIENT fails to cure such basis for termination within the 30-day period, COUNTY may terminate this Agreement. Upon termination of this agreement, RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement, and the COUNTY may, in its sole discretion, seek repayment of all Funds improperly expended by RECIPIENT under this Agreement.

The COUNTY may terminate this Agreement for the following non-inclusive reasons:

- A. RECIPIENT no longer qualifies for receipt of funding as a Zoological organization under the County's ZAP Program;
- B. RECIPIENT was determined to be qualified based upon the submission of erroneous information, and may require RECIPIENT to return all Funds paid to RECIPIENT based upon the erroneous information;
- C. RECIPIENT fails the minimum financial health test and their financial health plan is not accepted by the County ;
- D. RECIPIENT fails to supply adequate financial health reports (if required by this Agreement);
- E. If the financial health of RECIPIENT is in such jeopardy that organizational dissolution is inevitable; or

F. Any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S Application Form and in this Agreement

The parties agree that rights and remedies of COUNTY in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. ETHICAL STANDARDS:

RECIPIENT represents that it has not: (a) provided an illegal gift or payoff 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 contract 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 set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2005; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, 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.

13. COUNTY REPRESENTATIVE:

COUNTY hereby appoints the Program Director of the COUNTY'S Zoo, Arts and Parks Program as COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary for RECIPIENT'S performance of this Agreement, and if such assistance is requested by RECIPIENT. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees during RECIPIENT'S ordinary course of business or in RECIPIENT'S expenditure of Funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

14. COMPLIANCE WITH LAWS:

RECIPIENT agrees that it, its officers, agents and employees will comply with all federal, state and local laws, rules and regulations that govern and apply to its operations and in particular those laws created to protect the rights of individuals, including, but not limited to, those laws requiring access for persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

15. ADDITIONAL DOCUMENTS:

The following documents shall be submitted by RECIPIENT to the COUNTY prior to any Funds being disbursed and are incorporated into this Agreement by reference, being made part hereof as exhibits:

- A. Application Form– (Exhibit 1)
- B. ZAP Logo Usage and Acknowledgment Guide (Exhibit 2)
- C. Additional Requirements Letter, if applicable – (Exhibit 3)

16. INTERPRETATION:

The entire agreement among the parties shall consist of this Agreement and the documents set forth above in paragraph 15. All documents are complementary and the provisions of each document shall be equally binding upon the parties. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents in the order set forth in paragraph 15 above. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7 of the Utah Code, as amended; and Chapter 3.07, Salt Lake County Code of Ordinances, 2005, as amended; and Countywide Policy No. 1031, as amended.

17. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties, and no statement, 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. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties. Moreover, as a standard form contract approved by the Salt Lake County District Attorney’s Office, any alteration to this Agreement without the approval of the Salt Lake County District Attorney’s Office shall render the Agreement void and without effect.

18. SURVIVAL:

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

19. GOVERNING LAWS:

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and Salt Lake County, both as to interpretation and performance.

20. WARRANT OF AUTHORITY:

The person signing this Agreement warrants his or her authority to do so and authority to bind RECIPIENT. RECIPIENT understands that COUNTY may require RECIPIENT to return all Funds paid to RECIPIENT based upon a breach of a warrant of authority.

21. ALTERATION:

The Parties agree that any alteration of the standard form language without approval of the attorney shall render this Agreement void and without effect. Any

changes to this Agreement must be pre-approved as to form by the District Attorney's Office.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited below.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

#{Legal Name}
RECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

Sample 2025