## SALT LAKE COUNTY, UTAH

RESOLUTION NO.	, 2013
RESOLUTION NO	, 201

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND UNIVERSITY OF UTAH FOR A CONTRIBUTION OF TRCC FUNDS TO HELP FUND THE UPGRADE OF CERTAIN EQUIPMENT AT KINGSBURY HALL

## **RECITALS**

- A. Salt Lake County (the "County") and University of Utah (the "University") are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.
- C. In 2017, the University requested TRCC Funds from the County—through the County's Cultural Facilities Support Program—to help it fund the project described in its Cultural Facilities Support Program Application. More specifically, the University requested TRCC Funds to help it fund the upgrade of the digital projection capabilities at Kingsbury Hall (the "Project"). The County Council appropriated TRCC Funds for this purpose in the 2018 Salt Lake County Budget.
- D. The University and the County now desire to enter into the Interlocal Cooperation Agreement attached hereto as ATTACHMENT A (the "Interlocal Agreement") wherein the County agrees to grant TRCC Funds to the University to help fund the Project and wherein the University agrees to abide by the terms and conditions outlined in the Agreement.
- E. The County Council believes that its contribution and assistance under the Agreement will contribute to the prosperity, peace, and comfort of Salt Lake County residents.

## RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

- 1. That the Interlocal Agreement between Salt Lake County and University of Utah is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
- 2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

day of, 2018.	ED in Salt Lake City, Salt Lake County, U	tah, this
	Aimee Winder Newton, Chairperso	on
ATTEST:		
Sherrie Swensen Salt Lake County Clerk	-	
	Voting:	
	Council Member Bradley Council Member Bradshaw Council Member Burdick Council Member DeBry Council Member Jensen Council Member Newton Council Member Snelgrove Council Member Wilson Council Member	

## APPROVED AS TO FORM:

Melanie Mitchell Digitally signed by Melanie Mitchell DN: dc=org, dc=slcounty, ou=Departments, ou=District Attorney, ou=Users, ou=GC, cn=Melanie Mitchell, email=MMitchell@slco.org Date: 2018.06.05 08:23:20 -06'00'

**Deputy District Attorney** 

ATTACHMENT A
Interlocal Cooperation Agreement between Salt Lake County and University of Utah

DA Log No. 18-11304

## INTERLOCAL COOPERATION AGREEMENT

between

## SALT LAKE COUNTY for its Department of Community Services

and the

## UNIVERSITY OF UTAH for its Kingsbury Hall

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the UNIVERSITY OF UTAH, an institution of higher education and a body corporate and politic of the State of Utah, for and on behalf of its Kingsbury Hall ("University"). County and University may each be referred to herein as a "Party" and collectively as the "Parties."

## RECITALS:

- A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.
- B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.
- C. The University is an institution of higher education and a body corporate and politic of the State of Utah as provided for in Utah Code Ann. § 53B-2-101(1)(a).
- D. The University has requested TRCC Funds from the County—through the County's Cultural Facilities Support Program (CFSP)—to help fund the upgrade of digital projection capabilities. The upgrade project and costs are more fully described in the University's Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**.
- E. The CFSP Advisory Board recommended that the County fund a portion of the costs associated with upgrading the digital projection capabilities to better serve the visiting artists and audiences at the highest levels for decades to come. The County Council appropriated TRCC Funds for this purpose in the 2018 Salt Lake County Budget.

- F. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.
- G. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

## AGREEMENT:

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

## 1. COUNTY'S OBLIGATIONS.

- A. <u>Contribution of TRCC Funds</u>. Within ninety (90) days of the Effective Date of this Agreement, the County agrees to contribute Ffity Thousand Dollars and No Cents (\$50,000.00) to the University from its TRCC Funds, all on the terms and subject to the conditions of this Agreement.
- B. <u>Past Due Balances</u>. Any past due balances owed to the County may first be deducted before any distribution of funds to the University.

## 2. University's Obligations and Representations.

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

## B. Allowable Uses and Limitation on Use.

- (i) The University shall use the TRCC Funds provided under this Agreement solely to pay for a portion of the costs associated with upgrading the digital projection capabilities of Kingsbury Hall, as such costs are more fully described in the University's Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**.
- (ii) The University shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating

expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

- C. Match Requirement. If the University's Cultural Facilities Support Program Application attached hereto as EXHIBIT A indicates that the University will make a matching contribution toward the purpose for which TRCC Funds will be used by the University under this Agreement, the University shall make the matching contribution so indicated in the amount specified in the University's Cultural Facilities Support Program Application. If the University fails to make such a matching contribution, the County may require repayment of TRCC Funds from the University for noncompliance with this provision.
- D. Deadline to Expend TRCC Funds; Requirement to Return Funds. The University shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to December 31, 2018. If the University does not fully expend or is unable to fully expend the TRCC Funds in accordance with this Agreement prior to December 31, 2018, the University shall immediately return any remaining TRCC Funds to the County. Additionally, if the University uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the University shall immediately pay to the County an amount equal to the amount of TRCC Funds contributed to the University under this Agreement (in this case, \$50,000).
- E. Reporting Requirements. Within six months following receipt of the TRCC Funds provided under this Agreement, the University shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as EXHIBIT B, detailing how the TRCC Funds were expended. Additionally, if the University has not fully expended the TRCC Funds at the time the initial Disbursement of Funds Report is submitted to the County, the University shall, every six months thereafter, submit completed copies of the Disbursement of Funds Report to the County until the TRCC Funds have been fully expended.
- F. Recordkeeping. The University agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the University's books. The University shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The University shall make its books and records available to the County at reasonable times.

## G. Public Funds and Public Monies:

(i) The University agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while

in the University's possession.

- (ii) The University, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The University understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The University expressly agrees that the County may monitor the expenditure of TRCC Funds by the University.
- (iii) The University agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, et seq. (1953, as amended).
- H. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by University under this Agreement, and the accounting of such use. If the County requests an audit, the University agrees to cooperate fully with the County and its representatives in the performance of the audit.
- I. <u>Noncompliance</u>. The University agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the University for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

## J. Representations.

- (i) No Officer or Employee Interest. The University represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.
- (ii) Ethical Standards. The University represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

## 3. GENERAL PROVISIONS:

- A. <u>Entire Agreement</u>. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.
- B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the legislative body of the County and the director or other head of the University, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the University's full expenditure of the TRCC Funds received under this Agreement and upon the University's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the University's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.
- C. <u>Interlocal Cooperation Act</u>. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:
  - (i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.
  - (ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.
  - (iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.
  - (iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.
  - (v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
  - (vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

- (vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and an officer vested with the executive power of the University are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.
- D. <u>No Obligations to Third Parties</u>. The Parties agree that the University's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the University. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.
- E. Agency. No officer, employee, or agent of the University or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The University and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

## F. Governmental Immunity, Liability, and Indemnification.

- (i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq. (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
- (ii) <u>Liability and Indemnification</u>. There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Immunity Act, the County and the University agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the University will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents.
- G. <u>Required Insurance Policies</u>. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

## H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the University for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute

TRCC Funds to the University under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the University in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the University under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the University, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

## I. Termination.

- (i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:
  - (a) Failure of the University to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the University on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the University of the occurrence thereof.
  - (b) The University no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.
  - (c) The County's determination to contribute TRCC Funds to the University under this Agreement was based upon the submission by the University of erroneous information, or the County reasonably determines that any representations made by the University under this Agreement are untrue.
- (ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:
  - (a) Withhold further contributions of TRCC Funds to the University; and/or

- (b) Seek repayment of any TRCC Funds previously paid to the University under this Agreement; and/or
  - (c) Terminate this Agreement.
- (iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-days written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this Agreement once the TRCC Funds have been provided to the University and have been expended by the University for the purposes set forth by this Agreement.
- J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the University that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the University.
- K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.
- L. <u>Compliance with Laws</u>. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.
- M. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq.
- N. <u>Assignment and Transfer of Funds</u>. The University shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. The University shall use the TRCC Funds provided

pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

- O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing which shall be: (i) approved, as provided in Section 11-13-202.5 of the Interlocal Cooperation Act, by each Party, , (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.
- P. <u>Severability</u>. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.
- Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.
- R. <u>Warrant of Signing Authority</u>. The person or persons signing this Agreement on behalf of the University warrants his or her authority to do so and to bind the University. The County may require the University to return all TRCC Funds paid to the University based upon a breach of warranty of authority.
- S. <u>Counterparts</u>. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

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

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

## INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

# 

Approved as to Form and Legality:

Department Director

Dated: 8.27

SALT LAKE COUNTY DISTRICT ATTORNEY

[Signatures continue on next page.]

## INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE UNIVERSITY

UNIVERSITY OF UTAH

by by

Name: Brooke Horeist

Title: Executive Director

Dated: Aug. 4 , 2018

Approved as to Form and Legality:

UNIVERSITY OF UTAH ATTORNEY

By\_

Name: Robert Payne

Dated: Aughost 24, 2018

**EXHIBIT A**University's Cultural Facilities Support Program Application



Salt Lake County Center for the Arts **Cultural Facilities Support Program** 4/30/2017 deadline

## University of Utah/UtahPresents UtahPresents-Kingsbury Hall Digital Upgrade

\$ 178,000.00 Requested

Submitted: 5/9/2016 12:59:48 PM (Pacific)

**Project Contact** Jennie Nicholls-Smith jennie.n.smith@utah.edu Tel: 801-585-0997

Additional Contacts none entered

University of Utah/UtahPresents

1395 East Presidents Circle

Rm 190

Salt Lake City, UT 84112

**Executive Director, UtahPresents** and Assistant Dean, College of

Fine Arts

Brooke Horejsi

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Telephone801-581-6261

Fax

801-585-5464 utahpresents.org

Web EIN 87-6000525

Application Questions

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #10.

## All Applicants

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

Kingsbury Hall opened its doors on the University of Utah campus for the first time in 1930 as a new 2,000-seat home for the arts. It was the founding home that launched many of Utah's most beloved performing arts organizations, including Ballet West, the Utah Symphony, the Utah Opera, Ririe-Woodbury Dance Company, and Repertory Dance Theatre. In 1996, Kingsbury Hall underwent a \$14 million renovation that restored it to its original splendor and made it a state-of-the-art performing arts center for the community with added patron comfort, accessibility for those with ADA needs, as well as a state-of-the-art stage capable of handling even the largest touring productions.

In 2001, Kingsbury Hall evolved from a performance space to a performing arts presenter, bringing national and international artists, showcasing University of Utah performing arts students, and supporting the educational mission of the University of Utah by providing cultural and intellectual enrichment through performances, lectures and film as part of the Kingsbury Hall Presents series. In 2015, Kingsbury Hall Presents became UtahPresents with an expanded mission to include an emphasis on community engagement activities in addition to performances. Building upon and growing the legacy of the artistic excellence of its Kingsbury Hall roots, UtahPresents brings artists with international acclaim and reach to our community. Every year over 125,000 unique patrons attend an event at Kingsbury Hall. Our patrons reflect the growing diversity of our region and are interested in performances and arts experiences that reflect this multiplicity. UtahPresents responds to this need for creative and artistic diversity by programming a season that ranges from family-friendly to contemporary new work to traditional cultural forms.

With a mission to provide a mix of creative experiences to explore and enrich the human experience through the lens of creativity and the arts; artistic excellence goes beyond the stage with UtahPresents' artists working directly in schools, in the community, and on the University of Utah campus through engagement efforts. This dual approach to programming, with an emphasis on both performances and community engagement, enhances the vibrancy of artistic and cultural curiosity in our region and facilitates a larger cultural conversation. Presented artists represent a mix of performers as varied as the people who live not only in Utah but also across the world. Through a diverse offering of both performances and engagement activities, UtahPresents fosters interactive experiences that break barriers, ignite dialogue, and introduce new ideas and experiences. Programs and Services Offered

Presenting Series

As a gathering place for the community, UtahPresents and our facility, Kingsbury Hall, bring community members together to share ideas and to learn. Through diverse programming, the UtahPresents performing arts series appeals to people of different ages, varying interests, ethnicities and differing levels of experience with the performing arts. Our series features film, music (classical, jazz, folk, bluegrass, and world music), modern dance, ballet, comedy and children's theater. The nature of presenting allows us to offer a variety of performance choices, which results in a broader, more diverse audience. Along with live performances, UtahPresents hosts several film screenings, festivals, and lectures, including Department of Film & Media Arts student screenings, Salt Lake Film Society screenings, and the annual Banff Mountain Film Festival.

## **Education and Community Engagement**

In addition to the season of public performances, a robust program of free and discounted community engagement events capitalize on the unique abilities of visiting artists who UtahPresents bring to Salt Lake County. Community and educational engagement events aim to connect audiences with artists. Through these outreach programs, over 15,000 community members interact with and learn from artists who value the importance of collaboration and participation. These programs, which began with just one school matinee to over 40 events each year by connecting guest artists and performances with various community partners in service of their needs and work. Education and Community Outreach Programs include:

- K-12 school matinees and support for teachers to integrate arts into core curriculum requirements
- Professional development/arts teaching workshops for K-12 educators
- · Opportunities for university and high school students to learn from and perform with visiting artists
- Free community performances in public spaces, including the Salt Lake City Library, Utah Cultural Celebration Center, veteran facilities, and Salt Lake County Senior Centers
- · Discounted student tickets to Kingsbury Hall Presents performances, and
- Partnering with organizations such as the International Rescue Committee to distribute nearly 1,000 free tickets to underserved Salt Lake County residents

These outreach activities involve personal interaction with visiting artists through a variety of different formats including preperformance lectures and post-show Q&A sessions. UtahPresents seeks out artists who participate in outreach and value the opportunity to connect with the groups we serve.

### Facility Rental

There are two other important functions UtahPresents oversees as stewards of Kingsbury Hall. One is the revenue-producing business of using Kingsbury Hall as a rental facility. For-profit and not-for-profit organizations like concert promoters, dance schools, community organizations, school groups, religious assemblies, and others regularly rent Kingsbury Hall for their events.

The other function of Kingsbury Hall is to host University of Utah functions including commencements, inaugurations, and lectures. Although the University assists with some of the overhead and maintenance of Kingsbury Hall, as the managing entity UtahPresents is responsible for facility upgrades that benefit the many community users.

## Audiences Served

Kingsbury Hall as a venue serves the community through the UtahPresents presenting series, community outreach activities, and use of the theatre by community groups. Approximately 125,000 people, at 200 different events, visit Kingsbury Hall every year.

Kingsbury Hall provides access to an abundance of creative and cultural experiences for Utah residents and visitors alike. Participants are inspired, feel connected, and gain new knowledge by engaging with UtahPresents' diverse programming and with other community users (i.e. Odyssey Dance Theater, WorlDance, etc.) at Kingsbury Hall. With appeals to people of different ages, varying interests, a range of ethnicities and differing levels of experience with the arts, there is truly something for everyone.

There are several underserved community groups that are specifically targeted through arts education and community engagement events. Those groups include K-12 students, half of which are from low-income homes, educators, seniors in residential care, veterans, and people with special needs, including those on the autism spectrum. In the 2015-2016 season alone, over 45 community engagement events, serving nearly 15,000 people, were offered.

## 2. Project Description.

Kingsbury Hall was constructed in 1930 as a home for the arts for the University and community. It underwent a major renovation and restoration in 1996, which made it one of the leading performing arts centers in the Intermountain West. At that time, the remodel exceeded the highest standards for a performing arts facility. Yet over the last 20 years, the technology that supports events on the Kingsbury Hall stage has become woefully outdated and severely limited in its ability to serve the needs of modern performers and audiences. The current system makes even simple movie projection a challenge—like using a computer with outdated software, we are limited by obsolete technology. The current projection system in the Kingsbury Hall auditorium inhibits the quality of film screenings, projected images, and visual presentations for our audience and must be replaced.

To continue to provide a superior venue experience for our patrons at every event, and to nurture the beauty of performance experience at Kingsbury Hall, UtahPresents respectfully approaches the Salt Lake County Cultural Facilities Support Program for assistance to invest in the proper projection equipment to better serve the constituents of Salt Lake County, the state, and wider Intermountain region.

## Benefit to Patrons

Kingsbury Hall is an iconic performing arts venue in our community with 200 live performances and events on its stage each year serving approximately 125,000 people. Over half of live performances and all film screenings use video projection in some

capacity, meaning half of our patrons have a limited experience as audience members because of the current technology. Benefit to Artists, Lecturers and Other Events

Digital technologies are increasingly critical to the practice of all who work in creative disciplines. Dancers, musicians, visual artists, theatre practitioners, in addition to filmmakers have basic digital needs to present their work. The "toolbox" of performers now includes video projection and other digital technologies that present their work in a compelling manner for audiences.

More than just an investment in cutting-edge technology a true value of updated projection is serving creativity and performance for the benefit of our audiences.

In the last decade, UtahPresents has had to rent equipment and patch together inferior systems to meet the minimum requirements of events at Kingsbury Hall. Upgrading the digital projection capabilities will eliminate the need to spend money on repeated equipment rental, forwarding savings to both the presented programs and to all Kingsbury Hall users. For over 85 years, Kingsbury Hall has represented our community's deep commitment to the performing arts. Upgrading the digital projection capabilities of this historic space will allow Kingsbury Hall to serve visiting artists and audiences at the highest level for decades to come.

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

Community participation in the arts is at the heart of the UtahPresents mission. Through our presenting series and community engagement work, our goal is to create opportunities for meaningful connection between artist and audience, to ignite interest into the performing arts, and to provide access to arts education for students and community members.

Our home, Kingsbury Hall is a place where a full range of arts and cultural activities flourish and a broad array of performances can be seen including music concerts, film screenings, modern dance, acrobatics, comedy, theatrical performances, lectures, children's theater, and beyond. The size of the Kingsbury Hall auditorium attracts touring artists while providing local groups a professional space to debut and showcase their works.

While Kingsbury Hall offers a state-of-the-art stage and auditorium, it is important to continue to upgrade the technology to keeps Kingsbury Hall relevant as a performing arts venue. Updates to the current projection technology ensure a wide range of performing arts and film events are accessible to Salt Lake County residents at the beloved Kingsbury Hall.

Appealing to technologically-driven productions and sustaining current facility users, digital projection upgrades foster greater collaboration in presenting the arts to the community. Stronger partnerships and technological capacity attract more vendors, thus creating a sustainable revenue stream for maintenance.

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

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

Community Need

With a strong community investment in the ZAP tax, as well as a multitude of arts experiences available to County residents, UtahPresents is proud to serve in a unique capacity as a multi-disciplinary presenter. Salt Lake County is home to vibrant, thriving arts and cultural experiences for residents and visitors alike. Kingsbury Hall has played a significant part in the artistic climate in our community for over 85 years by servicing audiences with facilities that are easily accessible, able to host a large volume of people, and presenting a wide range of artists. Kingsbury Hall's 2,000 seat auditorium makes it a gathering space for community participation. Local non-profit organizations, community groups, and artistic companies perform at Kingsbury Hall—making it a space that nurtures local artists' work, as well as touring companies.

Over half of the events at Kingsbury Hall every year use digital media, meaning over half of our 156,000 annual patrons will have a better arts experience after an upgraded projector is installed.

### Local Support

Approximately 156,000 patrons pass through Kingsbury Hall's doors each year to attend a variety of events. Kingsbury Hall is a place where County residents, K-12 students, community arts organizations, dance schools, artists, advocacy groups, and University groups gather because of its accessibility and multi-disciplinary capacity.

Because of UtahPresents' extensive community engagement programming, we recognize the value of positive experiences with the arts and their power to transform understanding, empower citizens, and create a thriving community. By ensuring that spaces like Kingsbury Hall are properly equipped to serve audiences, Salt Lake County continues to uphold the community's desire to engage with the arts. Upgraded projection equipment helps Kingsbury Hall better serve constituents and provide audience members the highest quality experience with the arts.

Several community partners collaborate with UtahPresents at Kingsbury Hail each year to co-produce and attend arts education/community engagement events. Just a sampling of these groups include the Utah Film Commission, Salt Lake Film Society, Odyssey Dance Theatre, United Concerts, Utah Film Center, Granite School District, Murray School District, Salt Lake City School District, Salt Lake Community Action Program, University Neighborhood Partners, KUER, KUED, Hinckley Institute of Politics, Tanner Humanities Center, and ShareTix Foundation.

Please see attached Letters of Support from Salt Lake County community members.

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

Kingsbury Hall is one of the largest and most iconic performing arts center in Salt Lake County. Approximately 156,000 community members attend an event at Kingsbury Hall annually. Over half of these productions use video projection of some kind and would be enhanced by the digital package. Each UtahPresents season includes film screenings of the Banff Mountain Film Festival and Radical Reels, as well as other film series events. Beyond film, traditional performing disciplines (including dance, theatre, and music) are engaging with digital technology to further artistic experiences for audiences.

UtahPresents and Kingsbury Hall are committed to investing in projection to serve these needs and to provide innovative, enhanced opportunities for audiences.

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

The mission of UtahPresents, a multi-disciplinary presenter at the University of Utah, is to bring diverse artistic and cultural experiences to the region, exploring and enriching the human experience through the lens of creativity and the arts. As stewards of the iconic Kingsbury Hall, we provide a valuable gathering space for community events and campus partners. Through a breadth of collaborations, UtahPresents encourages curiosity, enhances cultural vibrancy, and creates connections beyond the stage.

Providing an abundance of creative and cultural experiences for the regional community, as well as the campus community, is made possible through venues like Kingsbury Hall. It is essential to keep the facility properly equipped with necessary upgrades to produce quality productions. Formative arts experiences are dependent on the ability to bring the arts to life on stage. Updated projection equipment enables Kingsbury Hall to present these productions to their fullest, as the artist intended.

Kingsbury Hall is the landmark performing arts center in Utah. Yet, the facility risks its ability to serve audiences because of its current technological limitations. Artists on the Kingsbury Hall stage provide our community with a wide range of artistic exploration through a variety of backgrounds and art forms, but the audience depends on the competencies of our venue to have an enjoyable experience. A digital upgrade would also service community organizations that present their productions at Kingsbury Hall with technology-driven works that push current artistic boundaries for innovative engagement with the arts that speaks to how entwined technology is to modern life.

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

UtahPresents depends on funding from a variety of sources, such as public and private grants, individual donations, corporate sponsorships, and in-kind donations. At our home in Kingsbury Hall, UtahPresents functions as caretaker of this historic facility. A small portion of our annual operating budget is contributed by the University of Utah as an affiliated organization under the purview of the Vice President for the Arts. Although the University assists with some operations and maintenance support, funding for significant capital projects must be secured through a mix of sources independent of this operational funding.

With strong community support for Kingsbury Hall as a gathering place for the performing arts, UtahPresents continues to fundraise for the facility. In 2015, \$20,000 was secured from the Wheeler Foundation, who saw the value in how performances would be enhanced by this updated projector, with an invitation to apply for further funding in the fall of 2016. Our dedicated Advisory Board has also secured several meetings with local corporate sponsors to seek additional support for projection upgrade support in addition to this application.

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

Thanks to a commitment to creating meaningful connections to the performing arts for our community, UtahPresents is well positioned to seek the required funds for upgraded projection equipment in tandem with this application. Through two revenue generating areas, including ticket sales and facility rentals, UtahPresents has both public and private support from varied community supporters from high profile corporations to small businesses, to local foundations to the National Endowment for the Arts, and individual donations. Leadership within UtahPresents has identified the projection system upgrade as a priority and the fundraising strategies for this project have been solidified based on best industry practices for seeking capital funds.

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

In 2013, the Kingsbury Hall Re-Envisioning Committee produced a report on the operation and physical space of Kingsbury Hall to ensure the space was being used most effectively to serve the community and to achieve fiscal sustainability. One recommendation was particularly pressing—for an upgraded projection system that increases the utility of the venue. Not only would current users/projects, such as popular film screenings like the Banff Mountain Film Festival, but also additional users could utilize the Kingsbury Hall auditorium because of the available digital technology support.

Additionally, less financial resources would be spent on repeated maintenance and rental of this equipment, providing better stewardship of available funds for both the organization and its many partners and users.

## 10. Please specify type of funding you are requesting

□ Consulting

✓ Capital

## **Consulting Applicants**

## 11. Type of consulting services

-answer not presented because of the answer to #10-

## 12. Goals and objectives of consulting services

-answer not presented because of the answer to #10-

## 13. Scope of Work, expected deliverable and timeline

-answer not presented because of the answer to #10-

## 14. Payment schedule for the work and expenses.

-answer not presented because of the answer to #10-

## **Capital Applicants**

## 15. What is the site location of your project.

Kingsbury Hall is located on the University of Utah campus at 1395 East Presidents Circle, Salt Lake City, UT 84112. Because of its proximity to public transit, it is easily accessible to Salt Lake County residents.

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

Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending). Kingsbury Hall was built in 1929 and opened to the public in 1930. In 1996 it underwent a \$14 million renovation that made it a state-of-the-art performing arts center. Presently, Kingsbury Hall is maintained by UtahPresents, a department of the College of Fine Arts at the University of Utah. The lease has no term limits and neither UtahPresents nor the College of Fine Arts make rental payments on Kingsbury Hall.

## 17. What is the overall project timeline?

If this request is granted, UtahPresents intends to purchase equipment in January 2017 and will prepare for the installation immediately.

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

Though UtahPresents does not pay rent at Kingsbury Hall, it is responsible for capital improvements and maintenance of the building independent of the University of Utah. The equipment currently used is out of date and often require maintenance at a higher frequency than new equipment would necessitate, making this upgrade the cost effective choice. Upgrades to the projection equipment will reduce maintenance and equipment rental costs, ultimately allowing funds to build for any unforeseen maintenance. Each year, UtahPresents specifically budgets for equipment and facility upkeep. Any associated costs with the upgraded projector would be planned accordingly in our annual operating budget. Renters also pay fees based on the equipment they use; allowing UtahPresents to offset any major maintenance costs.

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

Brooke Horejsi is the Executive Director of UtahPresents and Assistant Dean of the College of Fine Arts. Brooke has served as the Deputy Director of Fine Arts Programming at the College of Saint Benedict/Saint John's University, a campus-based arts presenter with a series of over 30 performing and visual artists each year. Prior to that, Brooke held several positions, including Director of Booking and Company Manager, with VEE Corporation, producer of touring family entertainment such as SESAME STREET LIVE! She has Bachelor of Arts degrees in Spanish, English and Theater from the University of Minnesota, and received her Master of Arts degree in Arts Administration from the University of Oregon, Eugene. She has served as adjunct faculty and has a variety of grant panel and board service experience with organizations such as Minnesota Citizens for the Arts and the Minnesota Presenters Network. In 2012, Brooke was chosen to be a member of the Association of Performing Arts Presenters Leadership Development Institute Collaborative Inquiry: Know and Connect with Community research cohort.

Keven Myhre is the Operations Director of UtahPresents and oversees all facility operations at Kingsbury Hall. Keven has spent over 30 years in the Salt Lake theatre community, primarily at Salt Lake Acting Company (SLAC). In 2016, Keven was awarded the United States Institute for Theatre Technology's Thomas DeGaetani Award, for outstanding lifetime contribution to the performing arts. He received the Mayor's Artists Award in the Performing Arts in 2009. In 2008 he was awarded the City Weekly Award for directing The Clean House and Moonlight and Magnolias at SLAC. His more recent directing credits include Bloody, Bloody Andrew Jackson and Red. Myhre designed all of SLAC's sets and many of its costumes over the past 18 years. He has also designed for The Grand Theatre, Sundance Theatre, Memorial Theatre, Utah Musical Theatre, Egyptian Theatre, Kingsbury Hall, and the Babcock Theatre. He earned his BFA from the University of Utah and his MFA in theatre from the University of Michigan.

- 20. Architectural information including site plan, space program and schematic design (optional). Please upload above mentioned architectural documents (document tab).

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

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

## **Budget Details**

## **Project Budget**

**Project Budget** 

Capital Request

**Consulting Request** 

Detail

**Total Project Budget** 

Funding Currently in Place County Funding Requested

**Project Financial Information Detail** 

**Financial Detail** 

Capital

Consulting

Detail

Cash On-hand

Pledges - Unrestricted

Pledges - Restricted

Pledges - Pending or Projected

In-Kind Donations

**General Obligation Debt** 

**Bond Issue** 

Capital Reserve

### **Documents**

## **Documents Requested \***

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

Required? Attached Documents \*

Letter of Support-Department of Theatre
Letter of Support-Department of Film & Media Arts
Letter of Support-Department of Modern Dance
Letter of Support-TEDxSaltLakeCity
Letter of Support-Utah Film Commission
Letter of Support-University Conference Events
Letter of Support-Salt Lake Film Society
Letter of Support-Recreation Services

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

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

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

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

Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget.

Kingsbury Hall Projection Bid

UtahPresents/Kingsbury Hall FY 2014
UtahPresents/Kingsbury Hall FY 2015
UtahPresents/Kingsbury Hall FY 2016

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TO: Randy Rasmussen

Kingsbury Hall Salt Lake City, UT

From Chapin Cutler

President and Principal

Ref: Kingsbury Hall

DCinema presentation system

Date: April 17, 2015

Please accept this document as a budgetary snapshot of the equipment that might be used in the installation of a complete DCinema system at Kingsbury Hall. It is based upon current knowledge about the facility and what would be needed for an installation of this type.

This estimated cost is for equipment only. It does not include any pre fabrication, integration of components or installation supervision. It does not include the services of a licensed electrical contractor, the service of an HVAC contractor, local stage hand or craft services personnel or any engineering costs related to the building or the requirements of the greater Institution in general.

At this point, no design work has been done, plans provided, functional diagram developed nor system functionality fleshed out. In order to do a complete and documented estimate or quotation, the design work must be completed.

Below, is our quotation for a generic system such as might be used in your facility. It may need to be altered based upon a more fully developed project and design.

## Digital Cinema projection system

- 1- Digital Cinema Projector Barco DP2K-32b Digital Cinema Projector w/ spare Lamp, Lens, PC Touchpanel, Pedestal
- 1- Dolby/ Doremi Showvault DCinema server
- 1- Barco DCS-902 Video Switching Scaler
- 1- LaCie 130778 Video Preview Monitor
- 1- OPPO BDP-103 Multi-Format Blu- Ray Player

## Projection screen

- 1- Screen Frame, 21 ft. x 50ft +/-, steel, to fly
- 1- Screen Surface, Matte White, perforated, w/ grommets
- -- Continued on next page --



Kingsbury Hall Equipment, Page 2 April 17, 2015

## Stage sound system

15- Line array loudspeakers w/

Accessories proprietary custom carts and covers for storage

- 3- LFE speakers, w/ dual 15 in drivers
- 2- Subwoofers, w/ dual 18 in drivers

with: Wheel boards, grills, connector panels

Custom covers for storage

Interconnect cables, w/ NL4 & NL8 connectors, as needed

- 3- Sets, certified proprietary custom rigging systems and training video
- 2- Road cases with castors for rigging and speaker interconnects
- 2- Amplifier road racks with castors for electronics, containing:

Cinema amplifiers for stage loudspeaker systems

Loudspeaker processor and controller

- 1- lot, Cable provided for permanent installation by others:
  - 1- 12 pr. audio snake, 250 ft
  - 1- CAT 6 plenum rated cable, 1000 ft.

## Projection room audio processing/interface

2- Middle Atlantic wall mount, swing away racks

w/ electrical hardware, rack hardware and power conditioners

- 1- Cinema audio processor w/ 2- cinema processor remotes
- 1- Projection room booth monitor system
- 1- Line mixer w/ATI matching amplifiers
- 1- lot, isolation transformers
- 1- Custom audio quest input panel
- 1- Custom HD/ SD guest input panel
- 1- lot, misc. hardware, cable installation supplies and materials

## Surround sound system

- 22- Wide angle loud speaker assemblies w/ yoke mount
- 2- Surround sound loud speaker processor/ controller
- 4- Amplifiers, 4 channel each
- 1- Custom surround sound patch panel, matrix
- 2- 2000 ft., 12/ 2 color coded twisted pair wire
- 1- lot, misc. hardware, cable installation supplies and materials

Base total quotation for the above,

\$ 356,000.00

We hope that this meets with your approval.

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**SPECIALTY SOUND & PROJECTION SYSTEMS** 

## EXHIBIT B Disbursement of Funds Report



# RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUND REPORT

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

This report is to be filed with the Council and Mayor's Offices within six months of receipt of the money. If further contributions are desired, the report must be filed with the Council and Mayor by September 1st of each year. NAME OF ORGANIZATION: ADDRESS: CITY: \_\_\_\_\_\_STATE: \_\_\_ZIP CODE: \_\_\_\_\_ CONTACT PERSON: PHONE NUMBER: EMAIL: CONTRIBUTION AMOUNT: \_\_\_\_\_ DATE RECEIVED: Please describe how the money was spent and how this funding contributed to the success of your organization. Dated this \_\_\_\_\_ day of \_\_\_\_, \_\_\_ Recipient\_