

**RECREATION, ARTS, MUSEUMS AND PARKS
(RAMP) FUNDING AGREEMENT BETWEEN WEBER
COUNTY and ECCLES ART CENTER**

THIS AGREEMENT is entered into and made effective the ____ day of _____, 2019, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and Eccles Art Center, non-profit organization, located at 2580 Jefferson Ave., Ogden, UT 84401, hereinafter referred to as "RECIPIENT."

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the RAMP funds (hereinafter "Funds") pursuant to state statute, county ordinance, and RAMP policies;

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

**SECTION ONE
RAMP FUND REQUIREMENTS**

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

A. Funds shall be expended in compliance with Utah Code Ann. § 59-12-702(4)(a):

"Cultural organization:"

(i) means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

(VI) cultural arts, including literature, a motion picture, or storytelling;

(B) an administrative unit; and

(ii) (A) a private non-profit organization or institution having as its primary purpose the advancement and preservation of history; or

Monthly Exhibits Competition

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:

- (I) history;
- (II) natural history;
- (III) art;
- (IV) music;
- (V) theater; or
- (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, and bad debt expense.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2020, or within 60 days of the project completion, whichever occurs sooner. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2020, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

- F. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- 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 Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann. § 59-12-705; Weber County Code § 34-6-9.
- I. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann. § 67-16-1, et. seq.
- J. RECIPIENT agrees that although it is not a "public body" as defined by Utah's Open and Public Meetings Act (Utah Code Ann. § 52-4-1 et. seq.), and because RECIPIENT receives public funds, it will adhere to the spirit of the statute, whenever discussing RAMP funding, by making its board meetings open to the public.

SECTION TWO USE OF FUNDS

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.

- 2.2 If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.
- 2.3 If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

**SECTION THREE
CONSIDERATION**

- 3.1 Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

Monthly Exhibits/Competitions \$10,000

**SECTION FOUR
EFFECTIVE DATE**

- 4.1 This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2020 or within sixty (60) days of the project completion, whichever occurs earlier.

**SECTION FIVE
AUDIT**

- 5.1 COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

**SECTION SIX
MAINTENANCE AND AVAILABILITY OF RECORDS**

- 6.1** 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 during regular business hours 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 a manner and form approved by the Weber 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 competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et. seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said 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.

**SECTION SEVEN
ASSIGNMENT OR TRANSFER OF FUNDS**

- 7.1** It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

**SECTION EIGHT
INDEPENDENT AGENCY**

- 8.1** It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents, or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents, or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

SECTION NINE INDEMNIFICATION

- 9.1** RECIPIENT agrees to indemnify, defend, and hold 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 this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.
- 9.2** COUNTY agrees to indemnify and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 9.3** COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.) does not, by the provisions of this paragraph, or any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION TEN INSURANCE

- 10.1** RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:
- A. General Liability.** Comprehensive general liability insurance (including contractual liability coverage) protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of

bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION (\$1,000,000) per occurrence with a TWO MILLION (\$2,000,000) general policy aggregate. This policy shall be primary and non contributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess.

- B. Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph: _____.
- D. Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

SECTION ELEVEN MISCELLANEOUS

- 11.1 Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
 - A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
 - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 11.2 Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 11.3 Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

- 11.5** **Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 11.6** **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 11.7** **County Representative.** COUNTY hereby appoints Shelly Halacy, or her designee, as the 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. 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, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.
- 11.8** **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 11.9** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent 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 in accordance with Section 11.2.
- 11.10** **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 Weber County, both as to interpretation and performance.
- 11.11** **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. 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. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.

11.12 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 proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.

11.13 Termination. The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

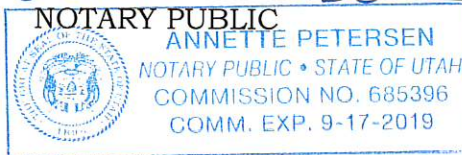
By *Pat Poce*

Title *Executive Director*

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On the 12 day of April, 2019, personally appeared before me _____
Pat Poce who being by me duly sworn did say that she/he is
the EX Director of the Eccles Art Center, and that said instrument was
signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

Annette Petersen





RAMP GRANT APPLICATION 2019

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

TYPE OF GRANT	
<input type="checkbox"/> Major (\$200,000 and up)	<input checked="" type="checkbox"/> Regular (\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION	
Parks & Recreation	Arts & Museums
<input type="checkbox"/> Recreational Facility	<input type="checkbox"/> Cultural Facility
	<input checked="" type="checkbox"/> Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

Eccles Art Center

Address		City	State	Zip Code
2580 Jefferson Avenue		Ogden	Utah	84401
Contact Person		Title or Position		
Patrick E Poce		Executive Director		
Phone No.	Fax No.	Email Address		
801-392-6935	801-392-5295	patpoce@ogden4arts.org		
Alternate Contact Person		Title or Position		
Debra Muller		Assistant Director		
Phone No.	Fax No.	Email Address		
801-392-6935	801-392-5295	debra@ogden4arts.org		

Date of Incorporation: October 1959

Federal Tax ID Number: 87-6122331

Please indicate your organization's status. Nonprofit Government Agency Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes No

PROJECT NAME: <u>Monthly Exhibits/Competitions</u>	Priority of This Project: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10
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Funds Requested From RAMP: \$ 10000

Total Cost of Project: \$ 36350

You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes No

If An Event, What Is the Date: January through December

Location of Project: Eccles Art Center

Brief Summary of This Project: (Do not exceed the space in this box)

The Eccles Art Center is requesting funds from Weber County RAMP to support the monthly exhibits presented in association with Ogden's First Friday Art Stroll along with annual art competitions. The purpose is to offer the public quality art experiences and to afford new and established Northern Utah artists the opportunity to display and sell their art work. Utah has an admirable number of artists that seek venues for exhibitions. The Eccles Art Center has two exhibition spaces, one in the Historic Mansion and the other in the Carriage House. The Carriage House is a sales gallery, which annually represent the work of over 50 artists and features one artist or group of artists each month.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)
The Eccles Art Center is a non-profit organization dedicated to a continued effort to stimulate interest, foster awareness and provide education in all visual and performing arts. It is the EAC's goal to partner with other local non-profits and businesses to bring art related events to Northern Utah.

Describe How Many People Will Be Affected By This Project and How:
We estimate 30,000 visitors and 1,500 artists participation each year. New and established artist receive the opportunity to compete, exhibit and sell their art. Visitors are provided with the opportunity to view and enjoy this work at their leisure in a friendly and aesthetically pleasing environment.

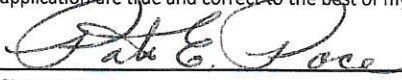
Explain What Funding Resources Your Organization Has:
The Eccles Art Center receives funding through membership donations, the writing of grants, entry fees collected for competitions, by taking a minimal commission from art sold and classes taught, and through fundraising efforts. The EAC receives general sustainability grants from Ogden City and the State of Utah.

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:
The Weber County RAMP logo is added to exhibit announcements, exhibit web pages, noted in our press releases, and published in our quarterly newsletters. We display signs in our foyer for both the Main House and Carriage House Galleries. We have added the RAMP logo to the shirts the staff wear during artists' receptions and public events.

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- Read the information sheet for completing a RAMP application
- File timely **(Deadline for filing Major & Regular Grants – January 18, 2019. EZ Grants – March 29, 2019)**
- Complete all areas of the application
- Attach proof of nonprofit status
- Provide your organization's mission statement
- Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- Sign and date the application
- Remove the information sheet and charts
- Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.


Signature

Executive Director
Title

01/11/2019
Date

FILING DEADLINE FOR MAJOR GRANTS: January 18, 2019 5:00 pm
FILING DEADLINE FOR REGULAR GRANTS: January 18, 2019 5:00 pm
FILING DEADLINE FOR EZ GRANTS: March 29, 2019 5:00 pm

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board
Weber County Commission
2380 Washington Blvd., Suite 360
Ogden, Utah 84401

For more information contact:
Shelly Halacy 801 399-8406 shalacy@WeberCountyUtah.gov
Stacy Skeen 801 399-8403 sskeen@WeberCountyUtah.gov

Twenty-Five Eighty Jefferson Avenue
Ogden, Utah 84401

www.ogden4arts.org
(801) 392-6935

eccles
community
art
center

Exhibits/Competitions 2019 Weber County RAMP Request

The Eccles Art Center is requesting funds from Weber County RAMP to support the monthly exhibits presented in association with Ogden's First Friday Art Stroll along with annual art competitions. The purpose is to offer the public quality art experiences and to afford new and established Northern Utah artists the opportunity to display and sell their art work. Utah has an admirable number of artists that seek venues for exhibitions. The Eccles Art Center receives and reviews requests for exhibits from artists throughout the year. We schedule artists normally a year to two years in advance of the exhibit. The Eccles Art Center has two exhibition spaces, one in the Historic Mansion and the other in the Carriage House. The Carriage House is a sales gallery, which annually represent the work of over 50 artists and features one artist or group of artists each month.

Annual competitions in 2019 will include the 21st Statewide Photographic Competition, the 45th Annual Statewide Art Competition, The Youth's Recycled Art Competition, Art In Bloom, the Annual Secondary School Competitions for students in the Ogden and the Weber School Districts and the Petite Impressions Competition. This year the Eccles Art Center will be adding a competition for High School Seniors – The Inaugural Northern Utah High School Senior Competition and Scholarship Award, and a plein air competition and a photographic competition in association with the 150th Anniversary of the competition of the transcontinental railroad: "Driving the Spike Past to Present 1869 to 2019". The Eccles Art Center staff is excited to add these competitions as we look toward sponsoring student artists in their continued study in the arts and to exploring the influence the railroad had to the history of Ogden City and Weber County.

We are looking forward to an educational exhibit "Birds" created and curated by artist/science educator Susan Snyder. Artist Snyder intends on trying the exhibit to outreach lessons and art center field trips for elementary students in the Ogden City and Weber County school districts.

Weber County RAMP funds are used for advertising, printing costs, postage and travel costs to distribute advertising, office and exhibit supplies.

Eccles Art Center
2019 Exhibits/Competition Budget

Expenses:

Advertising	\$ 500.00
Website presence	\$ 2,000.00
Monthly announcements	\$ 2,200.00
Call for Entry announcements	\$ 1,250.00
Posters	\$ 150.00
Educational Outreach printing	\$ 300.00
Printing Artists Notifications	\$ 500.00
Printing identification tags	\$ 250.00
Reception Music	\$ 800.00
Tune Piano 1x	\$ 150.00
Postage	\$ 2,750.00
Gallery Lighting replacement bulbs	\$ 450.00
Exhibit supplies	\$ 150.00
Office supplies	\$ 300.00
Designer	\$ 250.00
Adminstration	\$ 1,000.00
Secretarial	\$ 750.00
Awards	\$ 5,000.00
Scholarships	\$ 15,000.00
Honariums Judges	\$ 1,500.00
Honorariums for outreach	\$ 1,000.00
Travel	\$ 100.00
	\$ 36,350.00

Income:

Weber County RAMP	\$ 10,000.00
Entry Fees	\$ 8,000.00
Plein Air Sponsor	\$ 1,000.00
Edith Green Foundation	\$ 3,000.00
Emma Eccles Jones FND	\$ 2,000.00
Memorial Sponsor Fundraiser	\$ 10,000.00
General funds	\$ 350.00

\$ 34,350.00

In Kind:

Adminstration	\$ 1,000.00
Designer	\$ 250.00
Secretarial	\$ 750.00
	\$ 2,000.00

\$ 36,350.00



Invoice

DINGMAN PROFESSIONAL PRINTING
 5100 SOUTH WASHINGTON BLVD., SUITE C
 OGDEN, UTAH 84405
 PH 801-475-4708
 FX 801-475-4709

No. 46487

Date 12/18/18

Customer P.O. No.

ECCLES COMMUNITY ART CENTER
 2580 JEFFERSON AVENUE
 OGDEN UTAH 84401
 Melissa
 Phone: 392-6935
 Fax: 392-5295

Quantity	Description	Amount
1,000	Jan Invite '19 Full Color Postcard 5.5 x 8.5 invites 16pt Matte	\$ 198.00

*paid
check 3056*

<p>Taken by: DAVEP</p> <p>Wanted: Sun 12/23/18</p> <p>Jan Invite</p> <p>Please pay from invoice: <i>Remit payment to above address</i></p> <p><small>CHARGE TERMS: Net 10th of month following date of invoice. Purchaser hereby agrees to be bound by the Uniform Consumer Credit Code of the State of Utah. A service charge of 1-1/2 percent per month will be charged on all past due amounts. If account is referred to collection purchaser agrees to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs. Re-useable pre-press materials associated with the transaction are included with the purchase. Minimum charge \$3.50.</small></p>	<table> <tr> <td>Customer Discount</td> <td>\$ -19.80</td> </tr> <tr> <td>SUBTOTAL</td> <td>\$ 178.20</td> </tr> <tr> <td>TAX</td> <td></td> </tr> <tr> <td>SHIPPING</td> <td>\$ 0.00</td> </tr> <tr> <td>TOTAL</td> <td>\$ 178.20</td> </tr> <tr> <td>AMOUNT DUE</td> <td>\$ 178.20</td> </tr> </table>	Customer Discount	\$ -19.80	SUBTOTAL	\$ 178.20	TAX		SHIPPING	\$ 0.00	TOTAL	\$ 178.20	AMOUNT DUE	\$ 178.20
Customer Discount	\$ -19.80												
SUBTOTAL	\$ 178.20												
TAX													
SHIPPING	\$ 0.00												
TOTAL	\$ 178.20												
AMOUNT DUE	\$ 178.20												

Job Received and Accepted By _____

Date _____

Postage Statement—Nonprofit USPS Marketing Mail Easy—Nonautomation Letters or Flats

This form may be used only for a single nonautomation price mailing of identical-weight pieces. Use PS Form 3602-N for all other regular Nonprofit USPS Marketing Mail mailings. Checklists and other tools for mailers are available on the Postal Explorer website at pe.usps.com.

Mailer	Permit Holder Name, Address, Email, Telephone Eccles Community Art Center 2580 Jefferson Avenue Ogden, Utah 84401 801-392-6935 USPS Nonprofit Auth. No. _____ CRID _____		Federal Agency Cost Code _____	Statement Seq. No. _____	Weight of a Single Piece _____ pounds	
			Total Pieces _____	Processing Category <input type="checkbox"/> Letters <input type="checkbox"/> Flats	0. _____ pounds <input type="checkbox"/> Mailpiece is a product sample	
			Total Weight _____	Permit # 142		
Mailing	Post Office of Mailing Ogden	Mailer's Mailing Date _____	<input type="checkbox"/> Letter-size or flat mailpiece contains DVD/CD or other disk		No. & Type of Containers _____ Sacks _____ Trays _____ Pallets	
	Type of Postage <input checked="" type="checkbox"/> Permit Imprint <input type="checkbox"/> Precanceled Stamps <input type="checkbox"/> Metered	Move Update Method <input checked="" type="checkbox"/> Ancillary Service Endorsement <input type="checkbox"/> NCOA Link <input type="checkbox"/> ACS	<input type="checkbox"/> Alternative Method <input type="checkbox"/> Multiple <input type="checkbox"/> OneCode ACS <input type="checkbox"/> n/a Alternative Address Format	This is a Political Campaign Mailing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
				This is Official Election Mail <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Postage	Total Postage (Add parts totals)					
	Price at Which Postage Affixed (Check one). <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither Complete if mailing includes pieces bearing metered/PC Postage or precanceled stamps.			_____ pcs. x \$ _____ = Postage Affixed		
	Permit # 142		Net Postage Due (Subtract postage affixed from total postage)			
USPS Use Only	Additional Postage Payment (State reason)					
	For postage affixed, add additional payment to net postage due; for permit imprint, add additional payment to total postage.			Total Adjusted Postage Affixed		
	Postmaster: Report Total Postage in AIC 125 (Permit Imprint Only)			Total Adjusted Postage Permit Imprint		
Certification	The mailer's signature certifies that: (1) the mailing complies with DMM 703; (2) the income derived from the sale of any products or services advertised in the mailing is not subject to the Unrelated Business Income Tax (UBIT) and any products and services advertised are substantially related to the nonprofit organization's authorized purpose within the meaning of 39 U.S.C. 3626(j)(1)(d)(ii)(I) and 26 U.S.C. 513(A); (3) the mailing if made by a voting registration official is required or authorized under the National Voter Registration Act of 1993; and (4) it will agree to pay, subject to appeal, any revenue deficiencies assessed on this mailing. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer, and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful and complete; that the mail and supporting documentation comply with all postal standards and that the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment. Privacy Notice: For information regarding our Privacy Policy visit www.usps.com .					
	Signature of Mailer or Agent _____		Printed Name of Mailer or Agent Signing Form _____		Telephone 801-392-6935	
	Signature of Mailer or Agent _____					
USPS Use Only	Weight of a Single Piece _____ pounds	Total Weight _____	Are postage figures at left adjusted from mailer's entries? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, reason: _____		Round Stamp (Required) Payment Date	
	Total Pieces _____	Total Postage _____				
	Presort Verification Performed? (If required) <input type="checkbox"/> Yes <input type="checkbox"/> No					
	I CERTIFY that this mailing has been inspected for each item below if required: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; (4) payment of annual fee; and (5) sufficient funds on deposit (if required)			Date Mailer Notified _____		Contact _____
				By (Initials) _____		Time AM PM
USPS Employee's Signature _____			Print USPS Employee's Name _____			

Nonprofit USPS Marketing Mail Postage—Continued

Part B—Letters

Machinable 3.5 oz. (0.2188 lb.) or less

	Entry	Price Category	Price	No. of Pieces	Total Postage
B1	None	AADC	\$0.172		
B2	None	Mixed AADC	0.185		
B3	DNDC	AADC	0.148		
B4	DNDC	Mixed AADC	0.161		
B5	DSCF	AADC	0.141		

Nonmachinable 4 oz. (0.25 lb.) or less

	Entry	Price Category	Price	No. of Pieces	Total Postage
B6	None	5-Digit	\$0.364		
B7	None	3-Digit	0.435		
B8	None	ADC	0.458		
B9	None	Mixed ADC	0.531		
B10	DNDC	5-Digit	0.340		
B11	DNDC	3-Digit	0.411		
B12	DNDC	ADC	0.434		
B13	DNDC	Mixed ADC	0.507		
B14	DSCF	5-Digit	0.333		
B15	DSCF	3-Digit	0.404		
B16	DSCF	ADC	0.427		

Nonmachinable over 4 oz. but less than 16 oz.

	Entry	Price Category	Piece Price	Or Amount Affixed	No. of Pieces	Pieces Subtotal	Pound Price	Pounds	Pounds Subtotal	Total Postage
B17	None	5-Digit	\$0.109				\$0.764			
B18	None	3-Digit	0.193				0.764			
B19	None	ADC	0.245				0.764			
B20	None	Mixed ADC	0.277				0.764			
B21	DNDC	5-Digit	0.109				0.601			
B22	DNDC	3-Digit	0.193				0.601			
B23	DNDC	ADC	0.245				0.601			
B24	DNDC	Mixed ADC	0.277				0.601			
B25	DSCF	5-Digit	0.109				0.553			
B26	DSCF	3-Digit	0.193				0.553			
B27	DSCF	ADC	0.245				0.553			

For affixed postage mailings as described in DMM 243, compute and enter the price for each piece in the Amount Affixed column, multiply by No. of Pieces and total in the Total column.

Part B Total (add lines B1–B27)

Part E—Flats

Flats 4 oz. (0.25 lb.) or less

	Entry	Price Category	Price	No. of Pieces	Total Postage
E1	None	5-Digit	\$0.300		
E2	None	3-Digit	0.384		
E3	None	ADC	0.436		
E4	None	Mixed ADC	0.468		
E5	DNDC	5-Digit	0.259		
E6	DNDC	3-Digit	0.343		
E7	DNDC	ADC	0.395		
E8	DNDC	Mixed ADC	0.427		
E9	DSCF	5-Digit	0.247		
E10	DSCF	3-Digit	0.331		
E11	DSCF	ADC	0.383		

Part E Total (add lines E1–E11)

AUG-11-98 10:44 AM EG

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P.01

INTERNAL REVENUE SERVICE
District Director

DEPARTMENT OF THE TREASURY
1100 Commerce St., Dallas, TX 75242

Eccles Community Art Center
2580 Jefferson Ave.
Ogden, UT 84401-2411

Person to Contact:
Vivian Randle

Telephone Number:
(214) 767-6023

Refer Reply to:
Mail Code 4940 DAL

Date:
January 19, 1996

Employer Identification Number:
87-6122331

Dear Sir or Madam:

Our records show that Eccles Community Art Center is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted December 1974 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the Code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 509(a)(2).

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely Yours,

Wanda K. Mann

Wanda K. Mann
Manager, Employee Plans
and Exempt Organizations
Customer Service Section

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moreton & Company P.O. Box 58139 Salt Lake City, UT 84158-0139	CONTACT NAME: Natalie Schlup	
	PHONE (A/C, No, Ext): 801-715-7096 FAX (A/C, No): 801-531-6117 E-MAIL ADDRESS: nschlup@moreton.com	
INSURED Kier Construction Corporation 3710 Quincy Avenue Ogden, UT 84403	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins Co	19445
	INSURER B : Owners Insurance Company	32700
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			3506765	09/01/2018	09/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4887724503	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Eccles Community Art Center Renovation - 2580 Jefferson Ave, Ogden, UT 84401

CERTIFICATE HOLDER Eccles Community Art Center Attn: Patrick E Poce, Exec Director 2580 Jefferson Ave Ogden, UT 84401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Zachariah Blockner</i>
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