

**GRANT AGREEMENT**  
**Between**  
**SALT LAKE COUNTY**  
**And**  
**THE FOUNDATION FOR THE PROVO-JORDAN RIVER PARKWAY dba THE**  
**JORDAN RIVER FOUNDATION**

This Grant Agreement (“Agreement”) is entered into this 14th day of March, 2019, between Salt Lake County, a body corporate and politic of the State of Utah (“County”) and The Foundation for the Provo-Jordan River Parkway dba The Jordan River Foundation, a Utah nonprofit corporation, with its principal place of business at 872 Woodruff Way, Salt Lake City, Utah 84108 (“Nonprofit”). County and Nonprofit may be referred to as “the Parties.”

**RECITALS**

A. County desires to appropriate and contribute money, together with nonmonetary assistance in the form of County personnel, towards Nonprofit’s administration of the jury process to determine winners of the On the River’s Edge Ideas Competition, and towards Nonprofit’s awarding of cash prizes to the winners (the “Project”).

B. The On the River’s Edge Ideas Competition (“Competition”) is a juried competition that invites US-based teams (architects, landscape architects, designers, urban planners, engineers, planning/design students, contractors, etc.) to submit innovative and creative ideas to re-envision how more families can access and enjoy the Jordan River and surrounding areas.

C. The County Council has found that this appropriation contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents, as required by Utah Code Section 17-50-303(3).

D. This appropriation will benefit the residents of Salt Lake County, in that a juried competition will encourage innovative and creative ideas that balance conservation with development, link residents and visitors to an ecologically diverse nature corridor, create year-round recreational opportunities, and foster vibrant social gathering places, and therefore contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of county residents.

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Payment and Use of Grant Funds.** County agrees to contribute to Nonprofit \$37,415; Nonprofit shall distribute \$36,500 as cash prizes to the winners of the Competition, and may keep \$915 for its services under this Agreement (the “Funds”). The Funds shall be delivered to Nonprofit within ten (10) days of the date of mutual execution of this Agreement. In accordance with County Policy 1200, Nonprofit shall file a Disbursement of Funds Report with the County Mayor and Council within six months of receipt of the Funds and any additional funds.

2. **Contribution of County Personnel.** In addition to the Funds and any additional funds, County shall also contribute the following County personnel (the “County Personnel”) to assist Nonprofit to administer the Project:

- a. Dina Blaes;
- b. Beth Graham;
- c. Teresa Young; and
- d. Other County personnel approved by the County Council.

3. **Tax-Exempt Status.** Notwithstanding the other provisions of this Agreement, County’s contributions to Nonprofit for the Project shall be used exclusively within the exempt function of Nonprofit as defined under those provisions of the Internal Revenue Code, as amended, or any successor thereto pertaining to exempt entities defined under section 501(c)(3) thereof. Accordingly, Nonprofit shall not expend or utilize any contributions it receives from County in a manner that Nonprofit’s Board of Directors determines is inconsistent with or may jeopardize Nonprofit’s exempt status. Further, the parties agree to interpret, implement and modify, if necessary, this Agreement in a manner consistent with Nonprofit’s exempt status and/or to maintain Nonprofit’s exempt status.

4. **Term.** This Agreement is effective upon execution for a term of 12 months.

5. **Termination.** County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Nonprofit. Nonprofit may terminate this Agreement for an Event of Default upon written notice from Nonprofit to County.

a. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

b. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party,

e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Nonprofit or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

c. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

6. **Public Information Requests.** Nonprofit acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), UTAH CODE ANN. §§ 63G-2-101 to -901 (2015). As a result, County is required to disclose certain information and materials to the public, upon request. Nonprofit agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County for response by County. Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

7. **Notice.** All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY:                      Contracts Administrator  
   Salt Lake County  
   2001 South State, Suite, N-4500  
   Salt Lake City, Utah 84190-3100

NONPROFIT:                 Lon Richardson  
   Jordan River Foundation  
   872 Woodruff Way  
   Salt Lake City, Utah 84108

8. **Entire Agreement.** County and Nonprofit acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Nonprofit, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in

this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

9. **Governing Law.** It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

10. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

Salt Lake County

By: [Signature]  
Mayor or Designee

Date: 3/15/19

The Foundation for the Provo-Jordan River Parkway dba The Jordan River Foundation, a Utah nonprofit corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
District Attorney's Office  
By: [Signature]  
Attorney

ZACH SHAW  
Date: 3-14-19

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Nonprofit by authority of law and that this Agreement is binding upon the Nonprofit. A person who makes a false representation of authority may be subject to criminal prosecution under UTAH CODE ANN. § 76-8-504 (2015).

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

Salt Lake County

By: \_\_\_\_\_  
Mayor or Designee

Date: \_\_\_\_\_

The Foundation for the Provo-Jordan River Parkway dba The Jordan River Foundation, a Utah nonprofit corporation

By:  \_\_\_\_\_

Printed Name: Lynn G Larsen

Title: President, Jordan River Foundation

Date: 3/14/19

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Nonprofit by authority of law and that this Agreement is binding upon the Nonprofit. A person who makes a false representation of authority may be subject to criminal prosecution under UTAH CODE ANN. § 76-8-504 (2015).



# APPLICATION FOR CONTRIBUTION

NAME OF ORGANIZATION: Jordan River Commission Foundation

ADDRESS: 872 Woodruff Way

CITY: Salt Lake City STATE: UT ZIP CODE: 84108

CONTACT PERSON: Lynn Larsen PHONE NUMBER: (971)707-9576 EMAIL: lynnlarsen1948@gr

**ORGANIZATION OVERVIEW (which could include mission, history, and demographics served):**

Our mission is to provide funding to preserve and enhance life and enjoyment of this community asset known as the Jordan River Parkway. We support projects for the establishment and maintenance of a public parkway including the development of recreation, water quality, conservation, restoration and wildlife resources.

TYPE OF REQUEST: Money XX In-Kind \_\_\_\_\_

Have you previously requested money from SLCo? \_\_\_\_\_

If yes, when and how much (previous three years)? \_\_\_\_\_

What is the amount of your request? \$ 37,415.00

The amount you are requesting is \_\_\_\_\_ of your annual agency budget.

What is the purpose of the money you are requesting?

The funds will be used toward the Jordan River Foundation's collaboration in the jury process to determine the winners of the On The River's Edge and towards the Foundation awarding of cash prizes to the winners.

**PLEASE ATTACH:**

- Copy of organizations nonprofit status.
- Copy of independent audit. If you do not have one, please enclose a copy of current financial statements.

You will be expected to report to the Salt Lake County Mayor on how the money was used and the success of the project.

The undersigned hereby acknowledges that he or she has authority to bind the organization listed in the application. The applicant accepts the following terms and conditions as a condition of receiving and using County funds or the waiver of fees: County funds will be used solely for the purposes approved by the Mayor of Salt Lake County as applied for in this application. Any expenditure for purposes other than those approved will require a return of the entire grant amount and may disqualify the grantee from receiving any additional County funds. It is further understood that no grant fund will be made available to any County officer of employee or in violation of the requirements of the Public Employees Ethics Act (67-16-1 et seq.). No grant funds will be used for political or campaign purposes. As a further condition of the grant, all County funds may be subject to an audit as required by Salt Lake County. The applicant is required to complete the Disbursement of Funds Report Form for contributions more than \$2,500.

Dated this 20th day of March, 2019.

Applicant



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077556534  
Mar. 27, 2015 LTR 4168C 0  
94-2674996 000000 00

00033075  
BODC: TE

FOUNDATION FOR THE PROVO-JORDAN  
RIVER PARKWAY  
DBA THE JORDAN RIVER FOUNDATION  
% LON R RICHARDSON JR  
872 S WOODRUFF WAY  
SALT LAKE CTY UT 84108-1460

002164

Employer Identification Number: 94-2674996  
Person to Contact: S LENARD  
~~Toll Free Telephone Number: 1-877-829-5500~~

Dear Taxpayer:

This is in response to your Feb. 24, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in November 1980.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



# Jordan River Foundation Balance Sheet - As of 3/21/2019

As of 3/21/2019 (Cash Basis)

3/21/2019

Page 1

Account	3/21/2019 Balance
<b>ASSETS</b>	
<b>Cash and Bank Accounts</b>	
Zions Bank Checking	81,796.03
<b>TOTAL Cash and Bank Accounts</b>	<b>81,796.03</b>
<b>TOTAL ASSETS</b>	<b>81,796.03</b>
 <b>LIABILITIES &amp; EQUITY</b>	
<b>LIABILITIES</b>	
<b>Other Liabilities</b>	
*Sales Tax*	0.00
3M Foundation Liability	2,900.00
Central Valley Water Liability	9,650.00
Community Foundation Liability	8,300.00
Dominion Foundation Liability	12,500.00
Dumke Foundation Liability	2,500.00
Eccles Foundation Liability	10,000.00
Jordan River Commission	2,500.00
Jordan River Friends Liability	5,000.00
Rocky Mountain Power Liability	5,000.00
Sorensen Foundation Liability	0.00
Utah Natural Heritage Fund Liability	5,018.00
Winder Newton Fund Liability	1,000.00
<b>TOTAL Other Liabilities</b>	<b>64,368.00</b>
<b>TOTAL LIABILITIES</b>	<b>64,368.00</b>
<b>EQUITY</b>	<b>17,428.03</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>81,796.03</b>

# Jordan River Foundation Financial Statement - Current Year

1/1/2019 through 12/31/2019 (Cash Basis)

3/21/2019

Page 1

Date	Account	Num	Description	Memo	Clr	Amount
<b>INCOME</b>						<b>75.89</b>
<b>Donations</b>						<b>48.25</b>
1/2/2019	Zions Bank C...	DEP	Stripe	David Koenig	c	48.25
<b>Interest Inc</b>						<b>27.64</b>
<b>EXPENSES</b>						<b>-622.00</b>
<b>Corporation Fees</b>						<b>-22.00</b>
2/5/2019	Zions Bank C...	Card	State of Utah	Jordan River Frien...	c	-22.00
<b>Website Expense</b>						<b>-600.00</b>
3/2/2019	Zions Bank C...	1204	Three Suns Pr...	2018-2019 fee		-600.00
<b>TRANSFERS</b>						<b>0.00</b>
<b>Zions Bank Checking</b>						<b>-2,500.00</b>
1/15/2019	Jordan River ...		Jordan River C...			-2,500.00
<b>Jordan River Friends Liability</b>						<b>2,500.00</b>
<b>OVERALL TOTAL</b>						<b>-546.11</b>