

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2019

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT ONE TO THE CONTRIBUTION AGREEMENT BETWEEN SALT LAKE COUNTY AND SHELTER THE HOMELESS, INC. RELATING TO AN ALLOCATION FROM THE STATE TRANSPORTATION FUND FOR A ROAD CONSTRUCTION PROJECT

RECITALS

A. Salt Lake County (the “County”) is a county existing pursuant to Article XI, Section 1 of the Utah Constitution. Shelter the Homeless, Inc., (the “Recipient”) is a nonprofit organization meeting the requirements of Section 501(c)(3) of the Internal Revenue Code.

B. During the 2018 General Session, the State Legislature appropriated funds from the Transportation Fund and directed those funds to Salt Lake County to make road, gutter and sidewalk improvements related to homeless resource center development (the “Road Appropriation”).

C. The State of Utah, Department of Workforce Services, Housing & Community Development Division has entered into a contract with Recipient to construct a homeless resource center in South Salt Lake on property located at 3380 South 1000 West (the “Homeless Resource Center”).

D. The County and the Recipient entered into the Contribution Agreement, which provides for the transfer of up to One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000.00) of the Road Appropriation to the Recipient on certain terms and conditions to for certain capital costs incurred by the Recipient to complete the Road described in the Agreement, so long as such costs are consistent with the allowable uses for the Road Appropriation.

E. In the judgment of the County Council, its contribution and assistance under the Agreement will contribute to the prosperity, moral well-being, peace and comfort of Salt Lake County residents.

F. The County and the Recipient desire to amend the Agreement as set forth in Attachment A to this Resolution.

RESOLUTION

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

1. Amendment one to the Contribution Agreement between the County and the Recipient 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. In the judgment of the County Council, its contribution and assistance to the Recipient under the Agreement will contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of Salt Lake County residents as outlined in Utah Code Ann. § 17-50-303(3).
3. The Agreement will become effective as stated in the Contribution Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2018.

Richard Snelgrove, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley _____
Council Member Bradshaw _____
Council Member Burdick _____
Council Member DeBry _____
Council Member Ghorbani _____
Council Member Granato _____
Council Member Jensen _____
Council Member Newton _____
Council Member Snelgrove _____

APPROVED AS TO FORM:

Jason S. Rose

Digitally signed by Jason S.
Rose
Date: 2019.08.08 12:26:50
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Deputy District Attorney

County Contract No.

DA Log No. 18-11973

AMENDMENT ONE
to the
CONTRIBUTION AGREEMENT
between
SALT LAKE COUNTY
and
SHELTER THE HOMELESS, INC.

This Amendment One to the Contribution Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") and **SHELTER THE HOMELESS, INC.**, a Utah nonprofit corporation (the "Recipient"). The County and the Recipient may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. The Parties previously entered into a Contribution Agreement for the disbursement of transportation funding for authorized projects (County Contract No. 0000002030, DA Log No. 18-11973) ("the Agreement");
- B. The Parties desire to amend the Contribution Agreement as set forth herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and in compliance with and pursuant to the provisions of Section 17-50-303(3), the Contribution Agreement is amended as follows:

1.) Recital H. is amended to read as follows:

H. The County and the Recipient now desire to enter into this Agreement providing for the transfer of up to One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000.00) of the Road Appropriation to the Recipient to advance or reimburse the Recipient for certain capital costs incurred by the Recipient to complete the Road described in the Project Description attached hereto as **Exhibit A** (the "Project"), so long

as such costs are consistent with the allowable uses for the Road Appropriation.

2.) Section 1.3 is added to the Contribution Agreement as follows:

1.3 Disbursement Advance. Notwithstanding any provision of this Agreement, and upon receipt of a request from the Recipient, the County may in its sole discretion advance funds allocated under this Agreement to the Recipient if the County finds in its sole discretion that there are exigent circumstances justifying the advance. If the County advances funds under this section, the Recipient shall use all funds as required by law and be subject to the provisions of this Agreement.

3.) Section 4.1(a)(1)(iii) is amended to read as follows:

(iii) in accordance with the timing outlined in Section 4.2(c)(1), below, proof of installation or completion of the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the Recipient; and

4.) Section 4.2(c)(1)(ii) is amended to read as follows:

(ii) within forty-five (45) days after receiving proof of payment on such invoices, proof of installation or completion of the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the Recipient, disburse to the Recipient the remaining 5% of the amount of the Road Appropriation requested by the Recipient in the Request for Disbursement.

Additionally, within forty-five (45) days after installation or completion of the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the Recipient, the Recipient shall submit proof of payment for the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the Recipient. If the Recipient does not provide proof of payment within the forty-five day window, the Recipient shall be liable for and shall pay the County an amount equal to the amount disbursed to the Recipient pursuant to such Request for Disbursement.

5.) Section 4.2.(f) is added to the Contribution Agreement as follows:

(f) Proof of Acceptance. Recipient shall provide proof of acceptance to County of the completed road upon receipt of the proof of acceptance from South Salt Lake. The Recipient's duty under this subsection (f) is not a condition precedent to the County transferring funds under this Agreement.

6.) All Parts, Paragraphs, Attachments and other provisions of the Agreement and any

prior amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

**CONTRIBUTION AGREEMENT AMENDMENT ONE - SIGNATURE PAGE FOR THE
COUNTY**


SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Reviewed by:

REGIONAL TRANSPORTATION
AND PLANNING

By  _____
Wilf Sommerkorn
Director

Dated: 8-8, 2019

Approved as to Form and Legality:

Digitally signed by Jason
S. Rose
Date: 2019.08.08 12:28:53
-06'00'

By **Jason S. Rose** _____
Deputy District Attorney

**CONTRIBUTION AGREEMENT AMENDMENT ONE-- SIGNATURE PAGE FOR
RECIPIENT**

SHELTER THE HOMELESS, INC.

By _____

Name: _____

Title: _____

Dated: _____, 20____