

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL GRANTING UP TO \$90,000 AS GAP FUNDING TO SHELTER THE HOMELESS, INC. FOR THE PURPOSE OF CONTINUING THE REVISED SECURITY PLAN PILOT PROJECT FOR THE SALT LAKE COMMUNITY SHELTER AND RESOURCE CENTER.

RECITALS

WHEREAS, Shelter the Homeless, Inc. (“STH”) owns the Salt Lake Community Shelter and Resource Center facility located at 210 South Rio Grande Street, Salt Lake City, Utah 84101 (the “Shelter Facility”), which is currently operated by The Road Home, a Utah nonprofit entity; and

WHEREAS, in response to a critical state legislative audit in May 2018, STH with input from County and State officials, implemented a Revised Safety and Security Plan (the “Pilot Project”) as a pilot project in mid-July at the Shelter Facility; and

WHEREAS, both County and STH have an interest in increasing public safety in the Rio Grande area, reducing the demand for emergency shelter, and closing the Shelter Facility by June 30, 2019; and

WHEREAS, the State, through the Departments of Public Safety and Workforce Services, intends to fund and support security and safety at the Shelter Facility while it remains open; and

WHEREAS, there is a need for STH to continue the Pilot Project to increase security and public safety activities in the Rio Grande area, specifically within the Shelter Facility until the State can assume control; and

WHEREAS, it is understood that STH will be held fully accountable for the safety and security at the Shelter Facility; and

WHEREAS, the County Council originally appropriated \$400,000 in the 2018 fiscal year budget to be granted to STH for security at the Shelter Facility; and

WHEREAS, the County now desires to grant STH up to \$90,000.00 as stop gap funding before the State assumes the duties of Safety and Security at the Shelter Facility until its closing; and

WHEREAS, pursuant to Utah Code § 17-50-303(3)(a), the County may “appropriate money to or provide nonmonetary assistance to a nonprofit entity ... if, in the judgment of the county legislative body, the assistance contributes to the safety, health, prosperity, moral well-

being, peace, order, comfort, or convenience of county residents”; and

WHEREAS, pursuant to Salt Lake County Policy 1200, the County may appropriate money to a charitable organization that requests contributions for a bona fide public purpose that promotes the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of County inhabitants; and

WHEREAS, STH is a nonprofit, charitable organization and 501(c)(3) organized in Utah in 1990 for the purpose of obtaining and owning property to be used for the benefit of homeless people in the Salt Lake area, meets the requirements of both Utah Code § 17-50-303(3)(a) and Salt Lake County Policy 1200; and

WHEREAS, the County Council has determined after reviewing STH’s Application for Contributions (Exhibit A) that assisting this nonprofit will contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of county residents by providing increased security to the Shelter Facility, with a goal to increase public safety in the Rio Grande area;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, that appropriating funds to Shelter the Homeless, Inc., for the purpose of providing and improving security as described in the attached Agreement, Exhibit B, will contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents; and

BE IT FURTHER RESOLVED that to provide and improve security the Salt Lake County Council hereby apportions up to \$90,000.00 as stop gap funding to Shelter the Homeless, Inc., to use as specified in the Agreement between Salt Lake County and Shelter the Homeless, Inc.

APPROVED and ADOPTED this _____ day of _____, 2018.

Aimee Winder Newton, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley _____

Council Member Bradshaw
Council Member Burdick
Council Member DeBry
Council Member Granato
Council Member Jensen
Council Member Newton
Council Member Snelgrove
Council Member Wilson

APPROVED AS TO FORM:

Melanie Mitchell

Digitally signed by Melanie Mitchell
DN: dc=org, dc=sicounty, ou=Departments,
ou=District Attorney, ou=Users, ou=GC,
cn=Melanie Mitchell,
email=MMitchell@sico.org
Date: 2018.08.02 10:51:08 -0600

By: _____

Melanie F. Mitchell, Unit Chief

Exhibit A

Application for Contribution



APPLICATION FOR CONTRIBUTION

NAME OF ORGANIZATION: Shelter the Homeless, Inc

ADDRESS: 310 S. Main Street, Suite M2

CITY: Salt Lake City STATE: UT ZIP CODE: 84101

CONTACT PERSON: Preston Cochrane PHONE NUMBER: 801-359-0698 EMAIL: preston@homeless

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

Shelter the Homeless is a 501(c)(3) nonprofit organization created to help individuals and families experiencing homelessness. Our goal is to minimize homelessness by making data-driven decisions, collaborating with community stakeholders, and ensuring accountability. We serve this mission by (1) Owning land and facilities in trust for the homeless, including the three new resource centers in Salt Lake County (2) Selecting and monitoring service providers in those facilities. (3) Working collaborative with a broad coalition of stakeholders. (4) Staffing the Collective Impact on Homelessness Committee and supporting the Collective Impact outcomes. (5) Providing greater accountability for the safety of those experiencing homelessness and for communities where services are received.

TYPE OF REQUEST: Money In-Kind

Have you previously requested money from SLC? Yes

If yes, when and how much (previous three years)? 06/29/2017 \$ 400,000.00

What is the amount of your request? \$ 90,000.00

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

What is the purpose of the money you are requesting?:

This money will be used to continue the security pilot at The Road Home shelter for 3 months. The amount is not to exceed \$90,000.00.

PLEASE ATTACH:

- Copy of 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 _____ day of _____, ____ Applicant Preston Cochrane

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: **OCT 29 1993**

Employer Identification Number:
74-2548948

Case Number:
753197005

Contact Person:
SHARI FLOWERS

Contact Telephone Number:
(214) 767-6023

Addendum Applies:
No

SHELTER THE HOMELESS COMMITTEE INC
C/O HARRIS H SIMMONS
ONE SOUTH MAIN STREET
SALT LAKE CITY, UT 84111

Dear Applicant:

Based on the information you recently submitted, 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 described in sections 509(a)(1) and 170(b)(1)(A)(ii).

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated April 15, 1993.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

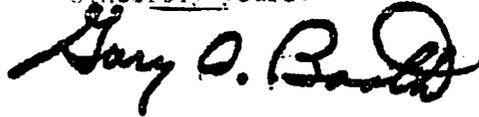
Because this letter could help resolve any questions about your private foundation status, you should keep it in your permanent records.

Letter 1078 (PO/CO)

SHELTER THE HOMELESS COMMITTEE INC

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours.

A handwritten signature in black ink, appearing to read "Gary O. Booth". The signature is written in a cursive style with a large, prominent "G" and "B".

Gary O. Booth
District Director

Exhibit B
Agreement

AGREEMENT
between
SALT LAKE COUNTY
and
SHELTER THE HOMELESS, INC.

THIS AGREEMENT is made and entered into this 1st day of August, 2018 by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "County," and SHELTER THE HOMELESS, INC., a private, non-profit corporation of the State of Utah, which owns the Salt Lake Community Shelter and Resource Center, located in Salt Lake County at 210 South Rio Grande Street, Salt Lake City, Utah 84101, hereinafter referred to as "Non-Profit." Both COUNTY and Non-Profit may be referred to as the "Parties."

RECITALS:

WHEREAS, Non-Profit owns the Salt Lake Community Shelter and Resource Center facility located at 210 South Rio Grande Street, Salt Lake City, Utah 84101 (the "Shelter Facility"), which is currently operated by The Road Home, a Utah nonprofit entity; and

WHEREAS, in response to a critical state legislative audit in May 2018, Non-Profit with input from County and State officials, implemented a Revised Safety and Security Plan (the "Pilot Project") as a pilot project in mid-July at the Shelter Facility; and

WHEREAS, both County and Non-Profit have an interest in increasing public safety in the Rio Grande area, reducing the demand for emergency shelter, and closing the Shelter Facility by June 30, 2019; and

WHEREAS, the State, through the Departments of Public Safety and Workforce Services, intends to fund and support security and safety at the Shelter Facility while it remains open; and

WHEREAS, there is a need for Non-Profit to continue the Pilot Project to increase security and public safety activities in the Rio Grande area, specifically at the Shelter Facility until the State can assume control; and

WHEREAS, it is understood that STH will be held fully accountable for the safety and security at the Shelter Facility; and

WHEREAS, COUNTY desires to grant up to ninety thousand dollars (\$90,000.00) to the Non-Profit for the purpose of providing stop gap funding which will allow Non-Profit to continue the Pilot Project until the State may assume control of the Safety and Security at the Shelter Facility; and

WHEREAS, pursuant to UTAH CODE § 17-50-303(3)(a), the County may “appropriate money to or provide nonmonetary assistance to a nonprofit entity ... if, in the judgment of the county legislative body, the assistance contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents”; and

WHEREAS, pursuant to Salt Lake County Policy 1200, the County may appropriate money to a charitable organization for a bona fide public purpose that promotes the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of County inhabitants; and

WHEREAS, Non-Profit is a nonprofit, charitable organization and 501(c)(3) organized in Utah in 1990 for the purpose of obtaining and owning property to be used for the benefit of homeless people in the Salt Lake area, and therefore meets the requirements of both UTAH CODE § 17-50-303(3)(a) and Salt Lake County Policy 1200; and

WHEREAS, the County Council has appropriated this money for Non-Profit after determining that providing this appropriation to Non-Profit is permissible under UTAH CODE § 17-50-303(3)(a) and Salt Lake County Policy 1200 because assisting this nonprofit will contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of county residents by providing increased security to the Shelter Facility, with a goal to increase public safety in the Rio Grande area; and

WHEREAS, the Parties wish to enter into this agreement to set forth the terms of the grant of these funds to Non-Profit.

AGREEMENT:

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

1. SCOPE OF AGREEMENT

Non-Profit agrees to use the grant funds provided by County to continue the Pilot Project to provide security services for the Shelter Facility by contracting with a qualified and professional private security firm and working with the Department of Public Safety to provide

such services. The grant funding is a stop gap funding measure until the State can assume control for the safety and security at the Shelter Facility. Nevertheless, Non-Profit understands and agrees that it will ultimately be held accountable for safety and security at the Shelter Facility.

2. FUNDING

County shall provide Non-Profit with up to ninety thousand dollars (\$90,000.00) to be disburse upon invoice of actual costs which invoiced amounts shall not exceed thirty thousand dollars a month.

3. USE OF FUNDS

It is understood and agreed between the parties that the funds provided will be used by Non-Profit only to continue funding the Pilot Project and for no other use or purpose. No funds paid by County shall be used in any manner whatsoever for political purposes or for fundraising. Any use of funds for purposes other than those approved and stated, will require a return by Non-Profit to the County of the entire amount of funds paid by the County. Further, any misappropriation may disqualify Non-Profit from receiving additional County funds. In the event any funds are misappropriated by Non-Profit, County shall be entitled to all rights, claims and/or causes of action to recover the full amount of misappropriated funds.

4. TERM

The period of performance for this Agreement shall begin on August 1, 2018 and end on October 31, 2018 unless terminated early by the assumption of the State for the Security and Safety of the Shelter Facility. The Agreement expiration date will be 30 days after termination of the period of performance to allow for final billing of allowable costs during the period of performance. In the event the date on which this Agreement is fully signed is more recent than the beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date.

5. REPORTING REQUIREMENTS:

Non-Profit shall prepare and submit to the County Representative, the Non-Profit's Board, a representative of the State, and Salt Lake City, a detailed status report on a bi-monthly basis with the first report due by August 15, 2018, the next report due on August 31, 2018, and each subsequent report due by the 15th and last day of the month, thereafter. The County's goal in receiving these reports is for the County to gain a better understanding of the nature of the incidents and the level of collaboration with local law enforcement, as well as to see the impact of private security services on number of incidents and on public safety in the area. The monthly status report shall provide the following:

- A. Total number of incidents
- B. Nature of each incident
- C. All contact and interactions with local law enforcement regarding these and related incidents
- D. County funds expended during the month

Additionally, Non-Profit shall provide, within 10 days of each meeting, the minutes of the security and safety meeting between the Department of Safety, Salt Lake City Police, the Security Contractor, Non-Profit, the Road Home, and other stakeholders to the State and County.

If there are any particular trends or areas of concern, or additional information that would address the County's goals in providing security to the Shelter Facility, Non-Profit is encouraged to include that as a narrative addition to the bi-monthly report statistics and financial information.

However, Non-Profit shall report any changes to the security strategy within the Pilot Project as they occur to County and State. Non-Profit shall also file the Form B, Disbursement of Funds Report, as required by Salt Lake County Policy 1200.

6. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Non-Profit under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Non-Profit of employer and employee, partners or joint venturers.

The parties agree that Non-Profit's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7. AGENCY

No agent, employee or servant of Non-Profit or County is or shall be deemed to be an employee, agent or servant 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 employees, agents, or servants of the other party. Non-Profit and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Non-Profit and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Non-Profit is an independent contractor.

8. COUNTY REPRESENTATIVE

County hereby appoints Michael Gallegos as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Non-Profit under this Agreement.

9. NON-PROFIT REPRESENTATIVE

Non-Profit shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Non-Profit's representative in its performance of this Agreement within fourteen days of execution of this Agreement. Non-Profit Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

10. STANDARD OF PERFORMANCE/PROFESSIONALISM

Non-Profit acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Non-Profit agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Non-Profit, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Non-Profit agrees that it will by contract require its hired private security firm to meet these same standards of performance and professionalism.

11. INDEMNIFICATION

Non-Profit agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Non-Profit, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

12. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2017). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

13. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for the services provided by Non-Profit under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Non-Profit, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

14. INSURANCE

13.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2017).

13.2 Non-Profit shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the COUNTY.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(i) Currently rated A- or better by A.M. Best Company;

—OR—

(ii) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Non-Profit shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, Non-Profit shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Non-Profit hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Non-Profit shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to the County in a manner approved by the County District Attorney.

G. In the event Non-Profit fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Non-Profit for the costs of said insurance.

REQUIRED INSURANCE POLICIES.

Non-Profit agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers’ compensation and employer’s liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This

requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Non-Profit shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$1,000,000 security and patrol liability policy aggregate. The policy shall protect the County, Non-Profit, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Non-Profit's operations under this Agreement, whether performed by Non-Profit itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

15. ETHICAL STANDARDS

Non-Profit represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2011); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

16. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2011). Non-Profit acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Non-Profit further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

17. PUBLIC FUNDS AND PUBLIC MONIES

17.1 Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or

administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in Non-Profit’s possession.

17.2 **Non-Profit’s Obligation:** Non-Profit, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement. Non-Profit understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402 (2011), for misuse of public funds or monies. Non-Profit expressly understands that County may monitor the expenditure of public funds by Non-Profit. Non-Profit expressly understands that County may withhold funds or require repayment of funds from Non-Profit for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

18. TERMINATION

18.1 **Termination for Default.** County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Non-Profit.

18.2 **Termination by Non-Profit for Default.** Non-Profit may terminate this Agreement for an Event of Default upon written notice from Non-Profit to County.

18.3 **Event of Default.** 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.

18.4 **Force Majeure.** 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, Non-Profit or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 **No Limitation of Rights.** 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.

18.6 **Termination for Convenience.** County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County’s interest to do so. If County elects to exercise this right, County shall provide written notice to Non-Profit at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Non-Profit shall be paid for all services up to the date of termination. Non-Profit agrees that the County’s

termination for convenience will not be deemed a termination for default nor will it entitle Non-Profit to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Non-Profit of applicable law shall constitute an event of default under this Agreement and Non-Profit shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Non-Profit is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

20. NON-DISCRIMINATION

Non-Profit and any agent of Non-Profit agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

21. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (“URS”)

County is a URS “participating employer.” Entering into an agreement with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code Ann. § 49-11-504 to -505 (2011). In addition, Non-Profit is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Non-Profit shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

22. LABOR REGULATIONS AND REQUIREMENTS

Non-Profit agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Non-Profit shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Non-Profit, its agents or employees.

23. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Non-Profit 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. As a result, County is required to disclose certain information and materials to the public, upon request. Non-Profit agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative 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.

24. ASSIGNMENT

Non-Profit shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Non-Profit and against any assignee or successor-in-interest of Non-Profit.

25. SUBCONTRACTING

Non-Profit agrees that it shall not subcontract the requirement that it hire a private security firm without prior express written consent of County.

26. NOTICES

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

NON-PROFIT: Harris Simmons, President
 Shelter the Homeless, Inc.
 210 South Rio Grande Street
 Salt Lake City, Utah 84101

27. TIME

The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

28. ENTIRE AGREEMENT

County and Non-Profit acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Non-Profit, 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.

29. 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.

[Signature Page to Follow]

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

DEPARTMENT APPROVAL



Carlton Christensen, Director
Department of Regional Transportation,
Housing & Economic Development

Approval as to Form:

By: **Melanie Mitchell**
Melanie Mitchell, Unit Chief

Digitally signed by Melanie Mitchell
DN: dc=org, dc=saltcounty, ou=Departments,
ou=District Attorney, ou=Users, ou=GC,
cn=Melanie Mitchell,
email=M.Mitchell@slco.org
Date: 2018.08.02 10:47:45 -0607

SHELTER THE HOMELESS, INC.

By: _____

Print: _____

Title: _____

Date: _____