

12.1

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL GRANTING \$400,000 TO SHELTER THE HOMELESS, INC. FOR THE PURPOSE OF HIRING PRIVATE SECURITY SERVICES 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, both County and STH have an interest in increasing public safety in the Rio Grande area, reduce the demand for emergency shelter, and to close the Shelter Facility by June 30, 2019; and

WHEREAS, there is a need for increased security and public safety activities in the Rio Grande area, specifically at the Shelter Facility; and

WHEREAS, the County Council originally appropriated \$400,000 in the 2017 fiscal year budget to be granted to The Road Home to assist with the shelter program; and

WHEREAS, the County now desires to grant the \$400,000.00 to STH instead of the Road Home to allow STH to hire private security services for 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 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 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 Committee, Inc., for the purpose of providing and improving security as described in the attached Agreement 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 \$400,000.00 previously granted to The Road Home to Shelter the Homeless Committee, Inc., to use as specified in the Agreement between Salt Lake County and Shelter the Homeless Committee, Inc.

APPROVED and ADOPTED this _____ day of _____, 2017.

Steve DeBry, 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:

By: 
David V. Peña, Deputy District Attorney

Date: 5/22/17

Please attach:

1. Current List of Board of Directors
2. Organization Chart
3. Copy of 501(c)(3) if applicable. If not a charitable community service-based organization, please state the status of the organization.
4. Copy of an independent audit. If you do not have one, please enclose a copy of current financial statements.
5. Draft Program

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 grant and will abide by the terms of this grant of County funds as that grant is defined in this Form A. The grantee 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 or amended in this grant. 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 funds will be made available to any County officer or 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 grantee is required to complete the Disbursement of Funds Report, Form B.

Dated this 22 day of May, 2017.


Grantee/Recipient

1200

FORM A

Application for Contribution
(Including Fee Waivers)

Name of Organization: Shelter the Homeless, Inc
Address: 2001 S. State St, Ste N4930
SLC, UT 84114
Contact Person: J. Jamell Fluckiger Phone: (885) 468-7143
Fiscal year runs from Jan 1st to Dec 31st Fax: _____

Brief History of Organization: (Who started it? How long has it been organized? etc.)

Type of Request: Money ☒ Equipment _____ Personnel _____ Facilities _____ Fee Waiver _____

Have you previously received money from Salt Lake County? Yes _____ No ☒

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

If you are requesting money, please answer the following questions:

Amount of Request: \$400,000.00

Percent of Agency Budget: _____%

Purpose of money requested and target population (may include a draft program):

See draft program (attached)

BOARD OF DIRECTORS

Harris H. Simmons, Board President
Chairman and CEO, Zions Bancorporation

Jackie Biskupski
Salt Lake City Mayor

Robert Bradley
Attorney, Durham, Jones, & Pinegar

Spencer Cox
Lieutenant Governor, State of Utah

Bill Crim
President and CEO, United Way of Salt Lake

Jean Hill
Director of Government Relations, Catholic Diocese of Salt Lake City

Jon Lear
Attorney, Lear & Lear Co.

Ben McAdams
Salt Lake County Mayor

Kris Mecham
LDS Church Humanitarian Services

Gail Miller
LHM Group

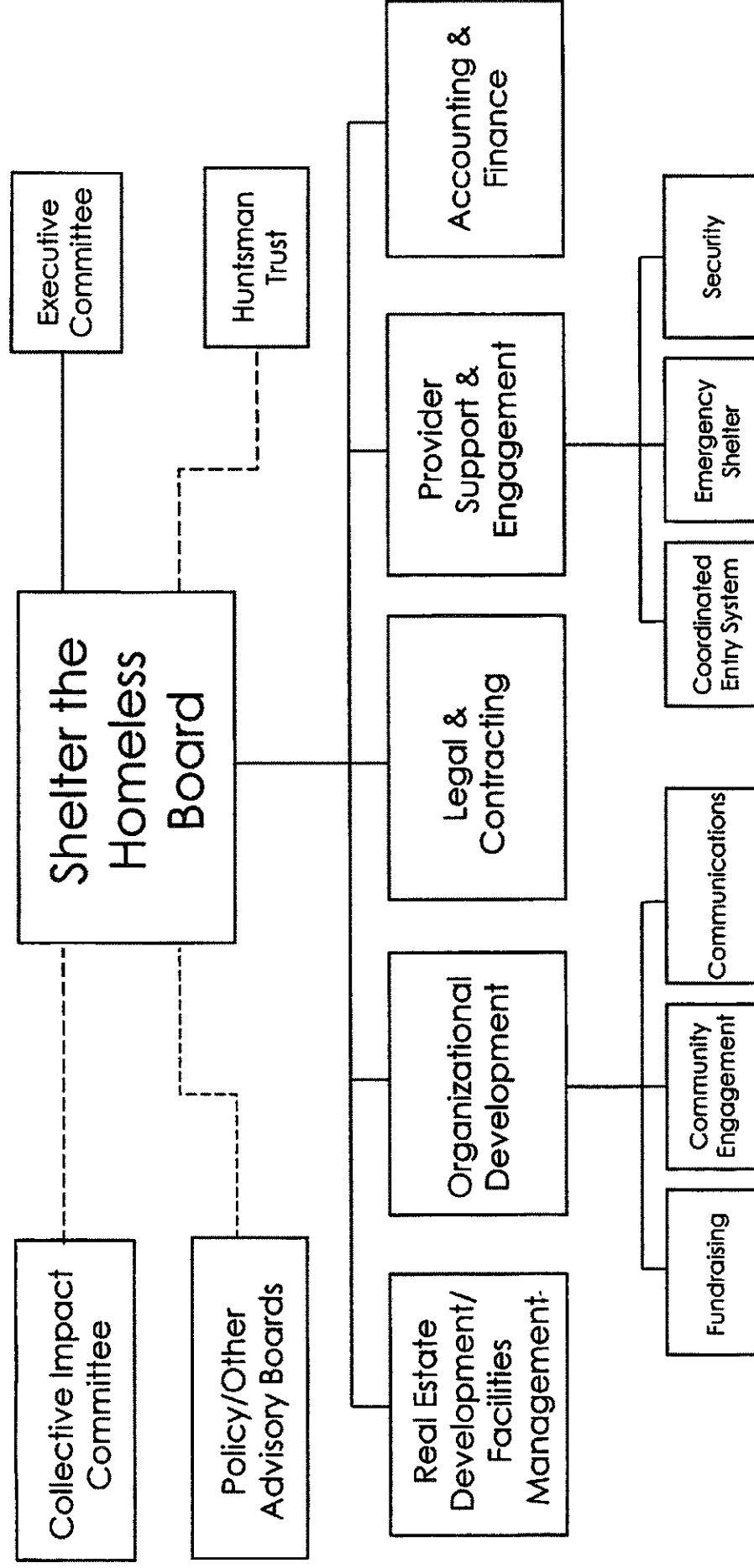
Mikelle Moore
Senior Vice President, Intermountain Healthcare

Jon Pierpont
Executive Director, Utah Department of Workforce Services

Josh Romney
CEO & President, Romney Group

Shelter the Homeless, Inc.

Operational Functions



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

DEPARTMENT OF THE TREASURY

Date: **OCT 29 1993**

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

Employer Identification Number:
74-2548948
Case Number:
753197005
Contact Person:
SHARI FLOWERS
Contact Telephone Number:
(214) 767-6023
Addendum Applies:
No

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)(vi).

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.

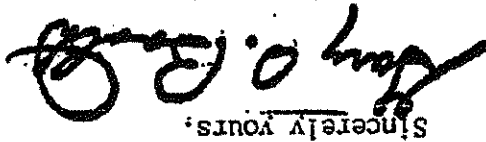
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the 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 (DO/CO)

Gary O. Booth
District Director


Sincerely yours,

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

SHELTER THE HOMELESS COMMITTEE INC

Shelter the Homeless Security: DRAFT PROGRAM

1. SCOPE OF AGREEMENT

Shelter the Homeless, Inc agrees to use the grant funds provided by County to provide the security services for the Shelter Facility by contracting with a qualified and professional private security firm to provide such services.

A. *Timeline.* Shelter the Homeless, Inc. shall contract with a private security firm no later than July 31, 2017.

B. *Selection Process for Private Security Firm.* Shelter the Homeless will create an informal committee that will make a recommendation to the Shelter the Homeless Board regarding the private security firm's selection. This committee shall be made up of at least one representative of the following entities: Shelter the Homeless, Salt Lake City Police Department, Salt Lake County District Attorney's Office, and the Salt Lake County Sheriff's Office. The final decision regarding which private security firm will be hired shall be left to Shelter the Homeless' Board.

C. *Required Contract.* Shelter the Homeless will enter into an enforceable contract with the selected security firm. Shelter the Homeless will ensure that such contract requires the selected private security firm to make for frequent, consistent, and detailed written reports to allow the NON-PROFIT to meet its own reporting requirements under Paragraph 5. Shelter the Homeless will ensure that such contract requires the selected security firm to coordinate with The Road Home, Salt Lake County Sheriff's Office, and Salt Lake City Police Department to meet the security needs of the Shelter Facility.

2. FUNDING

COUNTY shall provide Shelter the Homeless with Four Hundred Thousand Dollars (\$400,000.00) to hire the private security firm to provide the services as set forth in this Agreement. COUNTY shall provide these funds to Shelter the Homeless in a lump sum within thirty (30) days of execution of this contract.

It is understood and agreed that the total maximum payment by COUNTY to Shelter the Homeless for performance of these services shall not exceed the funds appropriated and budgeted for the COUNTY's current fiscal year.

3. USE OF FUNDS

It is understood and agreed between the parties that the funds provided will be used by Shelter the Homeless only to hire the private security firm 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 Shelter the Homeless to the COUNTY of the entire amount of funds paid by the COUNTY. Further, any misappropriation may disqualify Shelter the Homeless from receiving additional COUNTY funds.

At any time that it is discovered by the COUNTY that funds have been misappropriated by the Shelter the Homeless and not used for the dedicated purposes of this Agreement, any unused portion of the funds shall be refunded immediately, upon demand, to the COUNTY and

this Agreement shall be terminated. Further, in the event any funds are misappropriated by Shelter the Homeless, COUNTY shall be entitled to all rights, claims and/or causes of action to recover the full amount of misappropriated funds.

4. TERM

The term of this Agreement shall begin upon execution and shall terminate on June 30, 2018. This Agreement may be renewed for an additional one year term, as long as Shelter the Homeless operates the security program and funding is available from the COUNTY. Renewal of this Agreement must be approved in writing by the Salt Lake County Mayor and funding appropriated by the Salt Lake County Council for each year this agreement is renewed between the parties.

5. REPORTING REQUIREMENTS:

Shelter the Homeless shall prepare and submit to the County Representative, the Shelter the Homeless Board, and Salt Lake City, a detailed status report on a monthly basis. 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 monthly 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

In addition, 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, Shelter the Homeless is encouraged to include that as a narrative addition to the monthly report statistics and financial information.

Monthly reports are due no later than 15 days after the end of the month. The final report (July 15, 2018) shall also include a compilation of the previous twelve months service and financial history.