

RESOLUTION NO. _____

ADOPTED: _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
THE LEASE AGREEMENT BETWEEN SALT LAKE COUNTY AND
FRIENDS OF SWITCHPOINT, INC.

RECITALS

A. Salt Lake County (the “County”) owns certain improved real property in Millcreek, Utah formerly known as the Calvin Smith Library located at 810 East 3300 South, Millcreek, Utah, Parcel No. 16-20-355-012 (the “Facility”). The Facility is currently closed and no longer used as a library.

B. Friends of Switchpoint, Inc. (“Switchpoint”), a Utah non-profit corporation, is working with the County to provide temporary housing solutions to those experiencing homelessness.

C. Switchpoint would like to lease the Facility as a temporary overflow shelter for the winter. Millcreek has authorized this temporary use of the Facility under certain conditions, and Switchpoint has agreed to abide by those conditions, which have been integrated, along with other terms and conditions, into a Lease Agreement (the “Lease”) between the County and Switchpoint. A copy of the Lease is attached hereto as Exhibit 1.

D. Pursuant to Section 17-50-303(3)(a) of the Utah Code, it has been determined that leasing the Facility to Switchpoint contributes to the to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents, and may be done on this temporary basis for no fee.

E. It has been determined that the best interests of Salt Lake County will be served by leasing the Facility to Switchpoint as provided in the Lease.

NOW, THEREFORE, it is hereby resolved by the Salt Lake County Council for the reasons stated in the Recitals that the Lease between the County and Switchpoint is hereby approved, and the Mayor is authorized to sign the Lease on behalf of the County.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Winder-Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

Exhibit 1
Lease Agreement

LEASE AGREEMENT

between

FRIENDS OF SWITCHPOINT, INC.

and

SALT LAKE COUNTY
[Former Calvin Smith Library]

THIS LEASE AGREEMENT (“Lease”) is made and entered into this ____ day of October, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as “OWNER” and FRIENDS OF SWITCHPOINT, INC., a Utah nonprofit corporation, hereinafter referred to as “TENANT”.

RECITALS

- A. OWNER owns certain real property formerly known as the Calvin Smith Library located at 810 East 3300 South, Millcreek, Utah, Parcel No. 16-29-355-012 (the “Facility”).
- B. TENANT would like to lease the Facility from OWNER to be used as a temporary overflow shelter for people experiencing homelessness during the next seven months.
- C. OWNER is willing to lease to the Facility to TENANT pursuant to the terms and conditions of this Lease.

AGREEMENT

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1. PREMISES. OWNER hereby leases to TENANT the Facility as provided in this Lease.
- 2. TERM. The term of this Lease shall commence on October 7, 2022 and shall terminate on or before April 30, 2023 (the “Term”) unless sooner terminated as provided herein. This Lease may be extended for an additional 30-day period by written agreement of both parties approved at least sixty (60) days prior to the expiration of the Term in order to facilitate any cleaning or restoration needs prior to delivering the Facility back to the OWNER.
- 3. RENT. In consideration of urgent, public need for a temporary overflow shelter provided as a public service by TENANT on a non-profit basis, OWNER leases to TENANT the

Facility for no fee. TENANT shall be responsible to provide personnel and all other equipment or materials it uses in its normal course of business. In addition, TENANT shall maintain the Facility during the term of the Lease in a clean and orderly manner, including watering, weeding, lawn mowing, and removal of litter, junk, garbage, trash, and any debris that may appear on the Facility.

4. PURPOSE. It is understood and agreed by both TENANT and OWNER that TENANT will only occupy the Facility to provide temporary overnight accommodations for up to the number of individuals permitted by the Fire Marshall to occupy the Facility, which in no event shall exceed 120 people. TENANT acknowledges that its use of the Facility is subject to terms and conditions of Millcreek's Municipal Approval of a Temporary Overflow Shelter dated September 21, 2022, a copy of which is attached hereto as Exhibit A (the "Approval Letter"). TENANT shall not use the Facility in a manner that conflicts with the Approval Letter or any law, statute, ordinance, or governmental rule or regulation now in force or that may hereafter be enacted or promulgated. TENANT shall not commit or suffer to be committed any waste in or about the Facility.

5. IMPROVEMENTS. TENANT agrees not to alter or make structural changes to the Facility during the term of this Lease and any thereof without the prior written consent of OWNER. However, TENANT may install such fixtures and equipment as it deems necessary for the conduct of the temporary overflow shelter that are compliant with applicable laws, ordinances or regulations. Upon vacating the Facility at the end of the Term or earlier termination of this Lease, the TENANT will leave the Facility in as good a condition as when TENANT took possession of it, reasonable wear and tear excepted. Prior to returning the Facility to OWNER, TENANT will deep clean the Facility and make any necessary repairs at TENANT'S sole cost and expense.

6. OWNERSHIP OF IMPROVEMENTS. The ownership of the improvements that TENANT may make or install in or on the Facility pursuant to Section 5, shall remain with OWNER at the expiration or termination of this Lease. Should OWNER request TENANT to remove any such improvements made by TENANT, TENANT shall do so prior to the termination of this Lease and shall repair any damage to the Facility resulting from such removal.

7. MAINTENANCE AND UTILITIES.

A. Maintenance. TENANT shall, at its sole expense, keep the Facility in reasonably good order, condition, and repair, including but not limited to all structures and fixtures installed by TENANT within the Facility. If TENANT does not maintain the Facility and make the repairs and replacements required herein promptly and adequately (in OWNER's reasonable judgment), OWNER may, after providing TENANT twenty (20) days written notice (unless exigent circumstances exist and make a shorter notice period necessary), make such repairs and replacements, and TENANT shall, upon demand, pay OWNER for its reasonable costs for such repairs and replacements. TENANT shall also be responsible for all landscaping and snow removal at the Facility.

B. Utilities. TENANT shall be responsible for all gas, electricity, water, sewer, trash removal, telephone, internet, cable/satellite television and other utility charges, and the expenses of installation, maintenance, use, and service in connection with the foregoing, for all of the Facility during the Term of the Lease.

8. ASSIGNMENT OR SUBLETTING. TENANT shall not sublet the Facility or any

part thereof or assign this Lease without the prior written consent of OWNER, nor shall TENANT use the Facility or permit the Facility to be used for any other purpose than herein stated without the prior written consent of OWNER.

9. INDEMNIFICATION. TENANT shall indemnify, hold harmless, and defend OWNER, and OWNER's representatives, officers, employees, and agents from and against all claims, damages, expenses, liabilities, and judgments on account of injury to persons, loss of life, or damage to property occurring in or on the Facility (a) caused by the negligence or willful misconduct of TENANT, its agents, officers, employees, or clients or (b) arising out of, resulting from, or related to TENANT's use of the Facility or TENANT's breach of this Lease. TENANT's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims accruing prior to the expiration or termination of this Lease.

10. HAZARDOUS WASTE. TENANT shall maintain the Facility in conformance with all environmental and public health related laws, rules and regulations. TENANT shall not store, use, manufacture or bring on or about the premises any toxic material, hazardous waste, regulated by any city, OWNER, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. In the event any hazardous waste is discovered on the Facility which is a result of any act by TENANT or TENANT's agents or clients, TENANT shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. TENANT shall be solely responsible for and shall defend, indemnify, and hold OWNER harmless from and against all claims, actions; proceedings, costs, liabilities, attorney's fees and judgments resulting from TENANT's failure to comply with the provisions of this paragraph. TENANT's obligation under this provision shall survive the termination or expiration of this Lease.

11. INSURANCE. TENANT shall, at its sole cost and expense, secure and maintain during the term of this Lease the following minimum insurance coverage:

A. Required Insurance Policies

1. Commercial general liability insurance, on an occurrence form, with OWNER as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate. The policy shall protect OWNER and TENANT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the TENANT's use of the Facility under this Lease, whether caused by the TENANT itself, or anyone directly or indirectly employed or engaged by TENANT. The policy shall be primary and not contributing to any other policy or coverage available to OWNER whether such coverage be primary, contributing or excess. The General Liability Insurance must require at least \$1,000,000 in damage to rented premises if any sub-limits are specified in the policy.

2. Workers' compensation with limits as required by the State of Utah, and employers liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required 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 and partnerships. In the event any work is subcontracted, TENANT 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

3. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,250,000.

4. TENANT agrees that any additional limits above the limits provided herein and provided in TENANT's insurance policy will apply to any claims for injury or damages as a result of TENANT's use of the Facility under the Lease.

B. General Insurance Requirements For All Policies

1. 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 Lease, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Lease 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 OWNER.

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

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

—OR—

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

3. TENANT shall furnish certificates of insurance, acceptable to OWNER, verifying compliance with the insurance requirements herein prior to the execution of this Lease. TENANT shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Lease.

4. In the event any work to be performed on the Facility is subcontracted, TENANT shall require its subcontractor, at no cost to OWNER, to secure and maintain all minimum insurance coverages required of TENANT hereunder.

5. TENANT's insurance policies shall be primary and non-contributory to any other coverage available to OWNER. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of OWNER.

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

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

8. In the event TENANT fails to maintain and keep in force any insurance policies as required herein, OWNER shall have the right at its sole discretion to obtain such coverage and recover the costs of said insurance from TENANT.

12. RE-ENTRY. TENANT hereby grants a continuing right of access to the Facility or any part thereof to OWNER and its employees, agents and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Facility, for necessary repairs and maintenance, for the enforcement of provisions of this Lease or for any other necessary or reasonable purpose of OWNER.

13. AS-IS CONDITION. TENANT accepts the Facility in its present condition and OWNER makes no warranties as to the present or future condition of the Facility or any portion thereof, and it is expressly understood and agreed that OWNER is under no obligation at any time during the term of this Lease to repair, maintain or improve the Facility. To the extent the Facility may require maintenance during the term of this Lease, TENANT agrees to provide such maintenance as reasonable and necessary.

14. LIENS AND ENCUMBRANCES. TENANT shall not take any actions or make any representations in connection either with the Facility or its activities on the Facility which shall have the effect of, or result in the attachment of, any lien or other encumbrance to the Facility or otherwise interfere with OWNER's title to the Facility.

15. TERMINATION. Either party may terminate this Lease upon giving the other party thirty (30) days written notice of the day of such intended termination without penalty or costs being assessed against the terminating party. Upon such termination TENANT agrees to vacate the Facility on the termination date and return possession thereof to OWNER. In the event the Facility is used or permitted to be used contrary to the provisions of this Lease, or TENANT is in default of any other provision of this Lease, the OWNER may immediately terminate this Lease without liability and hold the TENANT liable for any damages or loss which may arise from said termination.

16. NOTICE. All official notices to be given hereunder shall be in writing to each of the respective parties at the following addresses or such address as either party may designate in writing.

To TENANT at: Friends of Switchpoint, Inc.
c/o Carol Hollowell, CEO
948 North 1300 West
St. George, UT 84770

To OWNER at: Salt Lake County
c/o Salt Lake County Real Estate Division
2001 South State Street, S3-110
Salt Lake City, Utah, 84190

17. ETHICAL STANDARDS. TENANT represents that it has not knowingly: (a) provided an illegal gift or payoff 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 Lease 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's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) 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.

18. CAMPAIGN CONTRIBUTIONS. TENANT acknowledges the prohibition of

campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. TENANT also acknowledges and understands this prohibition means 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 to County candidates. TENANT further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Lease. TENANT represents, by executing this Lease, that TENANT has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

19. INTEGRATION. This Lease represents the entire agreement of the parties and there are no other representations, oral or written. This Lease supersedes and cancels any and all previous leases; verbal understandings, negotiations, arrangement, agreements, representations, and undertakings between the parties relating to the leasing of the Facility. This Lease may only be amended by a writing executed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Lease or caused it to be executed by their duly authorized officials the day and year first hereinabove set forth.

OWNER: SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

TENANT: FRIENDS OF SWITCHPOINT, INC.

By: _____
Title: _____

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

Exhibit A
Millcreek's Municipal Approval of a Temporary Overflow Shelter
(dated September 21, 2022)

Millcreek City Council

Jeff Silvestrini, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4



Millcreek City Hall

3330 South 1300 East
Millcreek, Utah 84106
801-214-2700
millcreek.us

21 September 2022

Wayne Niederhauser, State Homelessness Coordinator
Office of Homeless Services
140 East 300 South
Salt Lake City, Utah 84111

VIA EMAIL TO: wniederhauser@utah.gov

RE: Municipal Approval of a Temporary Overflow Shelter

Dear Wayne,

Millcreek is in receipt of your letter dated 6 September 2022 where you stated your desire to work with Salt Lake County and Millcreek to further explore the viability of the Calvin Smith Library Site (“site”) for use as a temporary overflow shelter (“shelter”).

The site is close to existing residential zones and is within 1,000 feet of a school. Millcreek understands that your office has chosen Friends of Switchpoint Inc (“Switchpoint”) as the shelter operator.

This letter constitutes municipal approval of a shelter located at the site in Millcreek, pursuant to Utah Code Ann. §35A-16-502, subject to the conditions below, as to which I understand Switchpoint has agreed:

1. Millcreek will receive no less than \$500,000 from the Homeless Shelter Cities Mitigation Restricted Account for the purposes of providing additional public safety near the shelter and enhancements to the shelter and site.
2. Millcreek acknowledges that up to two-thirds of the grant from the Homeless Shelter Cities Mitigation Restricted Account can be used to provide public safety.
3. The State and Switchpoint will work collaboratively on the appropriate disbursement of the remaining one-third of the grant.
4. Switchpoint will be the operator of the shelter.
5. Shelter will cease operation by 30 April 2023.
6. Switchpoint will operate the shelter at a ratio of 1 staff member per 20 clients.
7. Switchpoint will contract with a private security firm to assist with security at the site and in shelter. The private security firm will do a walking patrol along the perimeter of the site once every hour while the shelter is occupied.
8. Shelter will be open from 7 pm each night to 7 am the following morning.
9. Shelter and site, including temporary restrooms, will be cleaned daily.
10. Switchpoint will communicate shelter rules and expectations to each client upon entry into the shelter, including but not limited to a requirement that clients accept

transportation from the shelter and that they remain inside the shelter until the transportation arrives.

11. Clients will be referred to the shelter from the other homeless resource centers in Salt Lake County (“intake facilities”).
12. Clients will be transported on a bus or van to and from the shelter from the intake facilities.
13. Buses or vans will access the shelter from 825 East, drop off or pick up clients from the east entrance of the shelter, drive through the rear parking lot, and depart the shelter from Ararat Drive as depicted in the site plan in Exhibit A.
14. Transportation will operate on regular intervals until 1 am each morning.
15. If a client wishes to leave the shelter and not take the bus or van transportation, Switchpoint will offer to arrange private transportation for the client.
16. Switchpoint will require clients to remove all personal belongings from the shelter and the site each day.
17. Switchpoint and the other resource center providers will collaborate on a plan to screen clients coming to the shelter for drugs, drug paraphernalia, weapons, facsimiles of weapons, and other contraband (“prohibited items”) from entering the shelter. Prohibited items discovered at screening shall be surrendered by clients to Switchpoint, and Switchpoint will inform Unified Police.
18. Known registered sex offenders will be prohibited from residing at the shelter. Screening for known registered sex offenders will occur at the intake facilities.
19. Switchpoint will consent to random drug searches conducted at the shelter by Unified Police.
20. Clients may use the courtyard in front of the shelter to smoke, but smoking will be prohibited from the hours of 11 pm to 6 am. During other hours, smoking on the courtyard will be supervised by shelter staff. No other outdoor socializing or activity will be allowed on the site.
21. Switchpoint will provide a contact card or contact sheet that will be shared with every property owner within 600 feet of the shelter, and the City. The contact sheet will include information for property owners on who to contact in case of emergencies, for the removal of waste or hazardous materials, or for nuisances. The City will mail the contact card or sheet to property owners.
22. Lighting on the shelter and site will be well maintained and illuminated during the operational hours of the shelter.
23. Switchpoint will meet with representatives from Unified Police, Unified Fire, and Millcreek to discuss operational updates and any concerns that arise over the course of the shelter operation.
24. Switchpoint will make contact with the businesses in operation within 300 feet of the shelter within two weeks of commencing operations at the shelter.
25. The shelter site shall be enhanced as depicted in Exhibit A. Specifically, Millcreek will require the following:
 - a. Switchpoint will coordinate with Salt Lake County on the placement of security cameras in the site parking lot.
 - b. Jersey barriers or vehicle gates will be installed between the traffic islands in the parking lot, which designates the boundary between the C-2 and R-1-6 zones, as indicated in Exhibit A.
 - c. Temporary fencing will be installed around the courtyard in front of the shelter, on the corner of 3300 South and 1300 East, and south of the shelter to screen the

extra restroom facilities and the shipping container. Fencing will be removed at the end of the shelter operations.

Millcreek looks forward to working with you and Switchpoint to help the most vulnerable among us to find shelter, and we support the policy of the state to ensure that the burden of supporting homeless services is borne fairly by communities across the region.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff", with a stylized flourish at the end.

Jeff Silvestrini, Mayor

