

## SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. \_\_\_\_\_, 2019

RESOLUTION AUTHORIZING THE CONTRIBUTION OF COUNTY PROPERTY TO SLC BIKESHARE, DBA GREEN BIKE, A UTAH NONPROFIT CORPORATION FOR THE PURPOSE OF INSTALLING AND OPERATING A BIKE STATION AT THE SALT LAKE COUNTY GOVERNMENT CENTER.

WHEREAS, pursuant to Utah Code Annotated Section 17-50-303(3), a 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 Countywide Policy 1200, the County Council may contribute funds, property and personnel to a charitable organization in order to promote the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of County inhabitants; and

WHEREAS, SLC Bikeshare, DBA Green Bike ("Green Bike") is a 501(c)(3) charitable organization; and

WHEREAS, the County Council desires to contribute property in the form of a license, and electric power, to Green Bike for the purpose of installing and operating a Bike Station at the Salt Lake County Government Center; and

WHEREAS, the County Council finds that these contributions will benefit the residents of Salt Lake County in that the Bike Station will offer County residents more opportunities to opt for green transportation and engage in exercise, and therefore contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of county residents;

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

1. The License Agreement between Salt Lake County and Green Bike 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 judgement of the Salt Lake County Council, the contribution to Green Bike of county owned property in the form of a license and the provision of electric power for the installation and operation of a Green Bike Station contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of Salt Lake County residents.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

SALT LAKE COUNTY COUNCIL:

By: \_\_\_\_\_  
Richard Snelgrove, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

APPROVED AS TO FORM:

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	_____

## ATTACHMENT A

## LICENSE TO USE PROPERTY

THIS LICENSE, dated \_\_\_\_\_, \_\_\_\_\_ 2019 between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter “Licensor or County” and SLC Bikeshare, DBA Green Bike, a Utah non-profit corporation, hereinafter “Licensee.”

### RECITALS

- A. Licensee is a non-profit organization that has received funds from Salt Lake County for the expansion of the GREENbike bikeshare system. One bike station will be installed at the Salt Lake County Government Center located at 2001 South State Street between the north and south buildings. The station will be a 22 bike-single dock station with AC power.
- B. Licensee wishes to install a Bike Station in the Licensed Area, and operate the Bike Station using Licensor’s power.
- C. The County Council found that the provision of power and access to the Licensed Area at no cost to Licensee contributes the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of county residents.
- D. The benefit afforded the County and general public from Licensee’s operations are deemed fair and adequate consideration for the County’s grant of license to Licensee.

### LICENSE

1. Licensor hereby grants to Licensee a non-exclusive license to access and carry out the Activities in the License Area (the “License”). The License Area is identified in Attachment A, attached hereto, and hereby incorporated into this License by reference. The Parties acknowledge that the Licensed Area shall be used for no other purpose by Licensee.

2. This License is effective as of the date first written above, and shall terminate March 1, 2024 (“Term”), unless terminated sooner upon Licensee’s default of its obligations or otherwise terminated as provided herein. This License may be renewed for one additional five-year term, initiated at the sole discretion of the Licensor and completed in writing signed by the parties prior to the end of the Term.

3. The “Activities” are defined as follows: (i) access to Licensed Area for installation of Bike Station, upon a date and time approved in the sole discretion Director Salt Lake County Facilities Management (the “Director”), (ii) access to the Licensed Area for periodic maintenance or repair, at dates and times approved in the sole discretion of the Director, (iii) access to the Licensed Area to clean and remove any debris, trash, or graffiti within 24 hours written notice by the Licensor (iv) provide bikes for use by the public. The Activities will be carried out entirely at the expense of Licensee. Licensor will cooperate as reasonably requested to allow Licensee to complete the Activities but will not be required to incur any expenses of any kind in doing so, except Licensor shall pay for all power used by the Bike Station. Licensee will

ensure that the Activities are conducted in a manner that does not adversely affect the Licensor's use of the Licensed Area. Licensee will conduct all the Activities with extreme care and will ensure the highest possible level of standards of safety and workmanship are used during the Activities.

Pursuant to Salt Lake County Council Resolution No. \_\_\_\_\_, and as provided in Utah Code Ann. § 17-50-303(3), the Salt Lake County Council has determined that, as a non-profit entity whose activities contribute to the health, prosperity, and moral well-being of County inhabitants, Licensee shall not pay Licensor a fee or other monetary consideration for this License.

4. Licensee shall maintain the Licensed Area, and shall conduct the Activities, in conformance with in full compliance with all applicable statutes, laws, ordinances, rules, and regulations, in effect as of execution of this License or later promulgated by any federal, state, or local governmental having jurisdiction over the Licensed Area or the Activities, including but not limited to all environmental and public health related laws, rules and regulations. If any hazardous waste is discovered, released, or deposited on the Licensed Area by any act of the Licensee or Licensee's invitees, the Licensee shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. Licensee shall not store, use, manufacture or bring on or about the Licensed Area any toxic material, hazardous waste, hazardous substance regulated by any city, county, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. Licensee agrees to promptly clean up and remove any such toxic material, hazardous waste, hazardous substance, agricultural waste, solid waste, pollutants or sewage so as not to create a hazard or nuisance on the Licensed Area. Licensee shall be solely responsible for and shall defend, indemnify, and hold Licensor harmless from and against all claims, actions, proceedings, costs, liabilities, attorney's fees and judgments arising out of or in conjunction with the removal, cleanup or restoration of the Licensed Area. Licensee's obligation under this provision shall survive the termination or expiration of this License.

5. Except for the Bike Station, Licensee shall not install or construct equipment or structures on Licensor's property.

6. Licensee shall not modify or alter the landscape of the Licensed Area, including but not limited to cutting down trees, removing brush or other plant life.

7. Licensor 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 et. seq. The parties agree that Licensor shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this License 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

8. Licensee hereby indemnifies and agrees to hold Licensor, its officials, officers, employees, and representatives ("Indemnified Parties") harmless from and against any and all claims, damages, injuries, liabilities, losses, suits, judgments, causes of action, fines, penalties, costs and expenses including, but not limited to court costs and cost of investigation, of any

nature, kind or description which may be incurred by the Indemnified Parties, or any of them, at any time as a result of any damage to any property or persons in connection with or arising out of Licensee's Bike Station, Licensee's Activities, or otherwise from the performance of this License, however allegedly caused.

Licensee hereby releases and forever discharges the Licensor, officers, employees, representatives, agents and assigns of and from any and all manner of claims, causes of action, suits at law, and/or equity, demands, liabilities and damages of whatsoever kind or nature which Licensee may have or claim based upon or growing out of or in connection with Licensee's Activities on Licensor's property.

Licensee's obligation under this provision shall survive the termination or expiration of this License.

9. Licensee represents that it has not: (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 License 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) 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.

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

11. Licensee shall have no claim against Licensor for the condition of the Licensed Area and takes same as is. Licensor shall have no obligation to Licensee to maintain said Licensed Area in any prescribed condition. Licensee represents that it has examined the Licensed Area and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Licensed Area, and Licensee accepts the same with the understanding Licensor does not warrant or represent that the Licensed Area is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this License. Licensor shall not be liable for damage to or the destruction of the Bike Station under any circumstances.

12. Licensors reserves the right to terminate this License at any time during the Term whenever Licensors determines, in its sole discretion that it is in the Licensors's interest to do so. If Licensors elects to exercise this right, Licensors shall provide written notice to Licensee at least ninety (90) days prior to the date of termination. Licensee agrees that the Licensors's termination will not entitle Licensee to any rights or remedies provided by law or this Agreement for breach of contract by the Licensors or any other claim or cause of action.

13. Upon the expiration or earlier termination of the Term or upon the termination of this License, whether by lapse of time or at the option of Lessor as provided in this License, at Licensee's sole cost and expense, Licensee shall remove all of the improvements, including the Bike Station, and return the Licensed Area to its Original Condition within three months of said termination. Original Condition means the design and condition of the Licensed Area on March 1, 2019. Should Licensee fail to so return any or all of the Licensed Area, Licensee hereby agrees that Licensors shall have the right to cause all or any portion of the restoration to the Original Condition at Licensee's sole cost and expense. Licensee hereby agrees to reimburse Licensors for the cost of such restoration together with the cost of repairing any damage resulting therefrom.

The Parties agree that this provision will survive termination of the License.

14. If breach of contract is alleged by either party against the other party, fifteen-(15)-days prior written notice of default shall be given to the other party before any legal action is taken.

15. This License may not be assigned without prior written consent of Licensors. Licensee shall not commit, or permit others to commit, waste on the Licensed Area or commit any other act that could disturb the quiet enjoyment of Licensors or of neighbors on reserved or adjacent property.

16. Licensee shall, at its sole cost and expense, secure and maintain during the term of this License, including all renewal or additional terms, the following minimum insurance coverage:

16.1 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 License, and (ii) be maintained for a period of at least three (3) years following the end of the term of this License 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 Licensors.

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

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

—OR—



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

C. Licensee shall furnish certificates of insurance, acceptable to the Licensor, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

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

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

F. In the event Licensee fails to maintain and keep in force any insurance policies as required herein, Licensor shall have the right at its sole discretion to obtain such coverage and charge payments to Licensee for the costs of said insurance, or to terminate this License.

#### 16.2 REQUIRED INSURANCE POLICIES.

Licensee 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. Commercial general liability insurance on an occurrence form with the Licensor as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy. The policy shall protect the Licensor, Licensee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Licensee's operations under this License, whether performed by Licensee 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.

17. Licensee does hereby acknowledge the legal title of Licensor to the Licensed Area and agrees not to assail, resist, or deny such title. Licensee agrees that it does not and shall not claim at any time any interest of any kind or extent whatsoever in the Licensed Area by virtue of this License or of its occupancy or use hereunder. Licensee shall exercise the privilege granted herein at Licensee's own risk.

18. The Parties hereto each acknowledge that the language in this License has been jointly negotiated and drafted and agree that this License shall be construed as a whole according to the fair meaning of such language and not in favor of or against either of the parties.

19. This License contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior representations, warranties or promises pertaining

to the subject matter hereof shall be of any force or effect.

20. Each person executing this License on behalf of any party expressly represents and warrants that such executing person has full authority to execute and deliver this License and to bind the party on behalf of which the executing person has executed this License to the terms of this License.

21. If any portion of this License shall be or become illegal, invalid, or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this License.

22. It is understood and agreed by the parties hereto that this License 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.

23. This License may be amended only in writing signed by the Parties hereto.

24. Where applicable, the easement holder has reviewed this License and agrees that the provisions herein do not violate the Easement.

25. Notice Addresses:

**Notice Addresses.**

<u>Licensee:</u>  SLC Bikeshare dba GREENbike c/o Impact Hub 150 S. State Salt Lake City, UT 84111	<u>Licensor:</u>  Salt Lake County Real Estate 2001 S State St, Suite S3-120 Salt Lake City, UT 84114-4575
---	--

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto sign and cause this License to be executed.

LICENSOR  
SALT LAKE COUNTY

LICENSEE  
SLC Bikeshare

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

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

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

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

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

Regional Planning & Transportation  
Approval:

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

By: \_\_\_\_\_  
Wilford Sommerkorn, Director

APPROVED AS TO FORM

## **EXHIBIT A**

A strip of land being part of Lot 4, Block 5, Five Acre Plat A, Big Field Survey, located in the Southwest Quarter of Section 18, Township 1 South Range 1 East of the Salt Lake Base and Meridian. The boundary of said strip of land is described as follows:

Beginning at an interior corner of an existing concrete pad that is 126.65 feet N.  $0^{\circ}18'37''$  E. along the monument line of 200 East Street and 474.03 feet N.  $89^{\circ}41'23''$  W. from the southeasterly corner of said Lot 4; thence S.  $29^{\circ}23'46''$  E. 6.25 feet; thence S.  $60^{\circ}36'14''$  W. 62.0 feet; thence N.  $29^{\circ}23'46''$  W. 6.25 feet to a northwesterly edge of said existing concrete pad; thence N.  $60^{\circ}36'14''$  E. 62.0 feet along said northwesterly edge to the point of beginning.

The above-described strip of land contains 388 square feet in area or 0.009 acre more or less.

Basis of Bearing: N.  $0^{\circ}18'37''$  E. along the monument line of 200 East Street between the monuments at the intersections of 2100 South Street and Westminster Avenue

LOT 4 – BLOCK 5  
FIVE ACRE PLAT A  
BIG FIELD SURVEY

