

Mayor's Office : Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received
(office use)

14 March 2017

Date of Request	3/9/17
Requesting Staff Member	Jeremy Hart
Requested Council Date	21 March 2017
Topic/Discussion Title	Rental fee waived at River's Bend Senior Center for Community Action Program.
Description	Salt Lake County Aging and Adult Services would like to waive the rental fee for the Community Action Program's VITA program. VITA is a tax assistance program for low income residents. Through April 18, 2017, CAP will be using the River's Bend Seniors Center on Tuesday evenings and Saturday mornings.
Requested Action ¹	CONSENT
Presenter(s)	Jeremy Hart (if needed)
Time Needed ²	N/A
Time Sensitive ³	N/A
Specific Time(s) ⁴	
Contact Name & Phone	Jeremy Hart 385-468-3258
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.



Contract Number: 0000001481 **Version:** 1 **Desc:** AGS River's Bend Senior Cntr R

Supplier Name: UTAH COMMUNITY ACTION PARTNERSHIP

Comments: AGS- Exempt - No Cost. Utah Community Action Partnership to rent the River's Bend Senior Center Tuesdays from 5:30pm-8:30pm February 7th to April 18th and Saturdays from 9:00am-10:00pm February 4th to April 14th. UCAP to provide all supplies for the free income tax assistance for low to middle income community members (VITA program). County will not charge CAP Utah for the rental. Term to 4/18/2017

Contract Amount: \$1.00

Agency Name: Aging and Adult Services

Period Performance from 2/4/2017 to 4/18/2017

Procurement Type: EXO Exempt

Reason Code:

Buyer: AVivona



Contract Notification Form

Contract # (if existing) _____

New

Supplier Name _____

Community Action Partnership

Supplier ID _____

0000006564

Please complete and attach the following information and send to Contracts and Procurement for processing.

Hard Copy of Fully Executed Contract Returned to:

Contact Name Arla Vivona

Courier Address Suite S1600

Special Instructions:

No Cost Rental Agreement - Community Action Partnership

Notice of Approved Contract

Attention to Arla Vivona

Email avivona@slco.org

Attention to _____

Email _____

Attention to _____

Email _____

Contract Expiration (Must have a PeopleSoft User ID)

Notice of Expiration ☐ 120 days prior ☐ 90 days prior ☐ 60 days prior other _____

Contact Name _____ Contact Email _____

Special Instructions:

Contract Insurance Expiration (Must have a PeopleSoft User ID)

Notice of Expiration ☐ 120 days prior ☐ 90 days prior ☐ 60 days prior other _____

Contact Name _____ Contact Email _____

Special Instructions:

Not-to-Exceed Contracts Only: *Notice of Approaching Limit*

Notify when _____% of contract limit spent.

Contact Name _____ Contact Email _____

RESOLUTION NO. _____

DATE _____

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF A NO COST RENTAL AGREEMENT IN FAVOR OF THE
COMMUNITY ACTION PARTNERSHIP OF UTAH**

RECITALS

- A. Salt Lake County ("County"), through its Division of Aging and Adult Services, owns and operates multiple senior centers throughout the county.
- B. Community Action Partnership of Utah, a DBA of the nonprofit Community Action Partnership, works to strengthen family financial stability by providing free income tax preparation services for families through its Volunteer Income Tax Assistance (VITA) program.
- C. Community Action Partnership of Utah requests a no cost rental agreement to use space in Salt Lake County senior centers to provide its VITA program to eligible Salt Lake County residents.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that, as provided in Utah Code Ann. § 17-50-303(3)(a) (2014), the Salt Lake County Council has determined the Community Action Partnership of Utah, as a non-profit entity whose services contribute to the prosperity and moral well-being of County inhabitants, shall not pay a fee or other monetary consideration, from the date this resolution is adopted until April 18, 2017, to rent space in Salt Lake County senior centers to provide its VITA program to eligible Salt Lake County residents; and that the attached rental agreement is hereby approved; and the Mayor is hereby authorized to execute said rental agreement, a copy of which is attached hereto, and by this reference made a part of this Resolution.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2017.

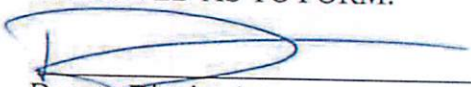
SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chairman

ATTEST:

Sherrie Swensen
Salt Lake County Clerk
Date: _____

APPROVED AS TO FORM:



Deputy District Attorney
Date: 2-3-2017

Voting:

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____



Salt Lake County Aging and Adult Services Senior Center Rental Agreement

THIS AGREEMENT, dated this 2 day of Feb 2017, is entered into between Salt Lake County on behalf of its River's Bend Senior Center (hereafter referred to as CENTER), located at 1300 W 300 N and _____ the Community Action Partnership of Utah, a DBA of the Community Action Partnership (RENTER). CENTER and RENTER may be jointly referred to as the "Parties." CENTER hereby rents to RENTER and its bona fide guests, members, and competitors, the use of CENTER's facilities, subject to all provisions and conditions set forth below.

CONDITIONS OF CONTRACT

- Pursuant to Salt Lake County Council Resolution No. _____, and as provided in Utah Code Ann. § 17-50-303(3) (2014), 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, RENTER shall not pay a fee or other monetary consideration for this Rental. RENTER shall use the rental space to provide free income tax assistance for low to middle income community members in the Salt Lake Valley as consideration for this Agreement.

DAYS, DATES AND HOURS
(list in box below and/or attached schedule)

Date(s): <u>Tues & Sat</u>	Hours: Set up time: _____	Event time: _____	Clean up time: _____
Area to be rented: _____	<u>TUESDAY 530-8:00pm Feb 7 to April 18</u> <u>SATURDAYS 9:00AM-1:00pm Feb 4 - April 14</u>		
Area to be rented: _____			
TOTAL cost of rental: Space (1) _____	<u>CAPUTAH will provide All supplies,</u> <u>STORAGE computers, paper, toner -</u> <u>NO COST to center.</u>		
Est. Number of Adults: <u>7</u>			

- RENTER assumes full and exclusive responsibility for:
 - The *safety* of the persons and property of all members of RENTER and members of the public in attendance at any event or activity put on by RENTER. RENTER assumes all risks of events and activities; CENTER assumes none thereof. CENTER shall not be responsible for losses by RENTER, its agents, employees, members, guests, or invitees occasioned by theft of disappearance of equipment or other personal property.
 - RENTER shall be held financially responsible for any damage to CENTER property, fixtures and equipment which occurs during the time RENTER occupies the space described in the box above. RENTER shall also be held financially responsible for any items missing from the space RENTER uses pursuant to this agreement. The actual cost of repair and/or cleaning shall be paid by RENTER immediately upon receipt of an invoice from CENTER.
- RENTER will cleanup all areas used. Areas must be returned to the conditions and order they were in before scheduled use. Cleaning includes, but is not limited to: removal of decorations, returning tables and chairs to their original location, sweep, spot-clean, mop floor (if deemed necessary by the building attendant) and empty garbage cans. All litter, trash, and garbage must be deposited in the dumpsters outside the building. All spills must be wiped up immediately. The CENTER is not responsible for any equipment, supplies, or other property left on the premises.
- No nails, pins, staples, tape, glue or other device that will leave holes or mar the building are allowed.
- CENTER retains the right to determine the appropriate number of building attendants, other personnel necessary to properly serve the public at RENTER expense.
 - The RENTER is required to designate one adult per 50 people to supervise in each room of area used.
 - The RENTER is required to give the names of its supervisors to the on-duty building attendant so the supervisor(s) is identified.
 - If the CENTER feels it is necessary the RENTER shall provide security staff and medical coverage, i.e. hired police officers and EMT's
 - Persons identified as supervisory will be held personally responsible for behavior of all those in their activity, to see that they

(Signature)

The above information is being furnished to you for your information only. It is not intended to be used for any other purpose. The information is being furnished to you for your information only. It is not intended to be used for any other purpose. The information is being furnished to you for your information only. It is not intended to be used for any other purpose.

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1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed amendments to the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) which were adopted by the General Assembly of the United Nations in December 1979. The Commission is therefore unable to report on the progress of the work of the Committee on the Elimination of Discrimination Against Women (CEDAW Committee) in this regard.

1. *Explain the importance of the following factors in the development of a country's economy:*
 (a) *Human resources*
 (b) *Capital resources*
 (c) *Technology*
 (d) *Infrastructure*
 (e) *Government policy*
 (f) *International trade*
 (g) *Investment*
 (h) *Education*
 (i) *Healthcare*
 (j) *Environment*
 (k) *Democracy*
 (l) *Corruption*
 (m) *Religion*
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[illegible]

we believe that a more rational approach to the cattle disease would be to focus on the control of the disease rather than the control of the cattle. This would involve the development of a more effective vaccination program, the implementation of a more rigorous inspection system, and the establishment of a more effective quarantine system. We believe that these measures would be more effective in controlling the disease than the current measures, which are based on the control of the cattle.

On the other hand, the fact that the β -phase is not observed in the β -phase region of the phase diagram (Fig. 1) may be due to the fact that the β -phase is not stable at the composition of the sample. The β -phase is stable at the composition of the sample only at the temperature of the sample, i.e., at the temperature of the sample.

abide with all CENTER policies, local and state laws; and they will take action to correct any problems which arise. If problems persist, CENTER personnel will take steps to correct the problem, including notifying the police and/or terminating the event in progress.

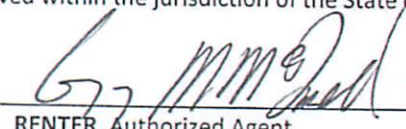
6. RENTER agrees to notify its members and invitees that access to County facilities under this agreement is limited to the rented space and public restrooms only. RENTER shall not, and agrees to supervise its members and invitees to ensure they do not, interfere with programing or events at the CENTER.
7. RENTER, its guests and spectators shall comply with Salt Lake County Division of Aging and Adult Services Standards of Conduct and all reasonable rules and regulations established by CENTER. CENTER shall have the right to enforce the Standards of Conduct Policy, including suspending or revoking RENTER's privileges or those of its guests and members. CENTER reserves the right to interrupt and/or cancel an event if RENTER, its members, guests, spectators or invitees are in violation of CENTER's policies or local or state laws or if RENTER's event is not conducted as stated in this Agreement. Such interruption or termination shall result in loss of fees paid by RENTER.
8. RENTER shall, at its sole cost and expense, purchase and shall furnish certificates of insurance, acceptable to the County, verifying such purchase concurrent with the execution hereof, the following insurance policies:
 - a. Workers' compensation with limits as required by the State of Utah and employer's liability coverage in the amount of \$1,000,000 per loss. 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, Contractor 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. Professional liability insurance with a minimum policy limit of \$1,000,000.00 per occurrence with a \$2,000,000.00 annual policy aggregate limit.
9. Should conflicts arise between RENTER'S scheduled times and the public or other users of the facility, CENTER reserves the right to change the schedule in the best interest of the public and the facility. In this event, every effort will be made to make an arrangement that is mutually agreeable to both RENTER and CENTER, and a proportionate credit or refund to RENTER will be issued if applicable. If maintenance problems occur in CENTER facilities RENTER'S time may be cancelled with no prior notice due, however CENTER will attempt to give RENTER as much notice of cancellation as reasonably possible.
10. Liability:
 - A. Renter agrees that it is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, members, officials, or employees.
 - B. Renter agrees to indemnify, hold harmless and defend and release Salt Lake County, its agents, officials, and employees from and against any and all suits, claims, and proceedings for loss, damages, injury or liability, arising out of the performance of this contract or for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees.
 - C. Salt Lake County is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 ("the Act"). Both parties agree that the COUNTY maintains all privileges, immunities, and other rights granted by the Act and all other applicable law and does not waive any defenses or limits of liability otherwise available under the Act and all other applicable law.
 - D. Renter assumes all risk of loss in the event this Rental Agreement is terminated. In no event shall County be liable for any costs or attorney fees expended by the Renter in enforcing his/her rights under this Rental Agreement. The Renter agrees that County shall not be liable for indirect, incidental, or consequential damages, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue.
 - E. RENTER is responsible to inspect the facilities or areas it rents prior to each use to ensure safe conditions. Any unsafe conditions shall be reported to CENTER staff immediately, and the areas or facilities should not be used until further notice. RENTER is liable and will defend and indemnify CENTER for any damage or injury caused by a deficiency or problem that should have been discovered and reported during inspection but was not reported.
11. RENTER agrees not to sell, distribute or solicit the sale or distribution of any material, equipment or product whatsoever, in or about the facility, without prior written consent of CENTER.
12. RENTER will not conduct or promote any activities or advertise any special or particular event to be conducted at the CENTER, without CENTER'S prior written consent.
13. RENTER is not authorized to use any of CENTER'S business equipment, materials, kitchen or office furniture. Upon request, RENTER will be allowed to use of the following CENTER equipment:
 - a. Current folding tables and current folding chairs and adequate space to set them up. Tables: 3 Chairs: 12
14. RENTER agrees to instruct its members and guests to enter the building through the main entrance. plus computer lab table + chairs
15. RENTER agrees that it will not broker, sublease or sublet its reserved times.
16. RENTER shall not prepare food at the CENTER, and shall not store food or beverage in the CENTER's refrigerators, freezers, or kitchen storage areas.
17. Smoking, chewing tobacco, and alcoholic beverages are not permitted in the facility or on the premises.
18. 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.

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

Mayor or Designee
For Salt Lake County

Date



RENTER, Authorized Agent

2-14

Date

APPROVED AS TO FORM
District Attorney's Office

By: 

Attorney

DAVID JOHNSON

Date: 2-3-2017