

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)	
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Date of Request	01/24/2018
Requesting Staff Member	Derrick Sorensen 80341
Requested Council Date	01/30/2018
Topic/Discussion Title	REL: 691 East Millcreek Lions
Description	Renewal of \$0.00 Lease for a storage unit at East Millcreek Recreation Center for and in behalf of East Millcreek Lions Club. The Lions Club provides a public service by providing materials and services for activities at the Community Center.
Requested Action¹	Consent
Presenter(s)	Derrick Sorensen
Time Needed²	<5
Time Sensitive³	No
Specific Time(s)⁴	No
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: _____

Elin Litvak

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.

SALT LAKE COUNTY COUNCIL RESOLUTION

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT
PROVIDING STORAGE SPACE AT THE MILLCREEK COMMUNITY
CENTER FOR USE WITHOUT CHARGE BY THE EAST MILL CREEK
LIONS CLUB, A CHARITABLE ORGANIZATION

RECITALS

WHEREAS, Salt Lake County (the “County”) constructed a community center at 2266 East Evergreen Avenue to better serve the needs of the residents of the Millcreek and the County known as the Millcreek Community Center; and

WHEREAS, the East Mill Creek Lions Club, a charitable organization having a long tradition of public service to the Millcreek community (the “Lions Club”), is in need of storage space for its equipment and supplies in order to continue providing its charitable service to the public; and

WHEREAS, the Millcreek Community Center has suitable storage space available, which was previously leased by the County to the Lions Club for a five year term that has now expired; and

WHEREAS, the County and the Lions Club have prepared a new lease agreement which permits the storage space to be used by the Lions Club without charge for a term of ten (10) years (which may be extended for an additional five-year term by agreement), and which sets forth other terms and conditions; and

WHEREAS, said lease agreement will advance a public purpose by benefitting the citizens of Salt Lake County and allow Salt Lake County to make efficient use of its resources.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council , as provided in Utah Code Ann. § 17-50-303(3)(a) (2017), the Salt Lake County Council has determined that the Lions Club, as a non-profit entity whose services contribute to the moral well-being of County inhabitants, shall not pay a fee or other monetary consideration to lease space at the Millcreek Community Center for the term of the lease and that the aforementioned lease agreement is hereby approved and the Mayor is hereby authorized to execute the same.

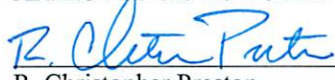
APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, this _____ day of _____, 2018.

By: _____
Aimee Winder-Newton, Council Chair

ATTEST:

Sherri Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



R. Christopher Preston
Deputy District Attorney
Date: 1/16/2018

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	_____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of January, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Landlord" or "County"), and EAST MILL CREEK LIONS CLUB, a non-profit entity ("Tenant"). Landlord and Tenant are sometimes jointly referred to as the "Parties."

WITNESSETH:

In consideration of the mutual promises, covenants and conditions set forth to be kept and performed, the parties agree as follows:

1. Leased Premises. Landlord does hereby lease to Tenant a storage unit of approximately 298 square feet adjoining its Millcreek Community Center ("Leased Premises").
2. Use. The Leased Premises shall be occupied and used exclusively by Tenant for storage space. Tenant shall store its cooking and food service equipment and supplies, such as, but not limited to, propane stoves and grills, deep fryer, concession equipment, coffee makers, food supplies, tables and chairs, canopies, tents, games, tarps, booth enclosures, camping-style food and drink coolers, storage bins, electrical cords, power distribution boxes, water hoses, buckets, sound and stage equipment, banners, signs, prizes, etc. Under no circumstances shall Tenant store fuel tanks (empty or full), such as propane or gasoline.
3. Term. The term of this Lease shall be for ten (10) years, commencing on January 1, 2018, and expiring on December 31, 2027, unless otherwise terminated as provided herein. Upon mutual written consent of the Parties, this Lease may be extended for one additional five (5)-year term upon the same conditions of this Lease, except as provided herein. Tenant shall notify Landlord in writing of Tenant's request to renew the lease at least sixty (60) days prior to the expiration of the term.
4. Consideration. In consideration of Tenant's prior and continued public service, Tenant shall not be required to pay rent on the storage space during the term of this Lease.
5. Improvements. Tenant shall make no alterations, additions, or improvements to the Leased Premises without the prior written consent of the Landlord. Tenant shall not cause or allow any mechanics liens or claims to be filed against the Leased Premises. All improvements to the Leased Premises, whether by Landlord or Tenant shall become the property of Landlord at the expiration or termination of this Lease.
6. Surrender. Upon the expiration of the term of this Lease or any renewal terms(s), or upon termination as provided for in paragraph 19, Tenant shall yield and deliver up the Leased Premises to Landlord in as good order and condition as when the same was entered upon by Tenant, with exception for reasonable use and wear. Landlord may hold Tenant liable for any damages in excess of reasonable use and wear.

7. Maintenance. Tenant hereby assumes responsibility for all maintenance, repair, and upkeep of the interior of the Leased Premises. Landlord shall maintain and repair the exterior of the Leased Premises.

8. Utilities. Landlord shall be responsible for all utilities serving the Leased Premises.

9. Landlord Representation. Landlord hereby warrants that it is the fee simple owner with the legal right to lease said Leased Premises. Landlord and Tenant agree to comply with all codes, local ordinances, and state statutes applicable to the use or ownership and operation of the Leased Premises at their sole expense.

10. Access. Tenant grants a continuing right of access to the Leased Premises or any part thereof to Landlord and its employees, agents, and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Leased Premises, for necessary repairs and maintenance, for the enforcement of any provision of this Lease, or for any other necessary or reasonable purpose of Landlord.

11. Default. In the event Tenant breaches or otherwise defaults in its performance under this Lease, or Tenant fails to satisfy any other term, covenant or condition contained herein, and such default continues for sixty (60) days after written notice from Landlord, Tenant shall be in breach of this Lease, and Landlord may take possession of the Leased Premises and shall have all rights or remedies as may be provided at law, in equity or otherwise, including but not limited to immediate termination of this Lease without penalty.

12. Assignment or Sublet. Tenant shall not sublet the Leased Premises or any part thereof or assign this Lease.

13. Attornment. If Landlord's interest in the property is transferred in any manner, Tenant shall attorn to the transferee of or successor to Landlord's interest in the property and recognize such transferee or successor as Landlord under this Lease. In the event of such a transfer by the Landlord, Landlord shall be released of any further obligations under this Lease.

14. Insurance. Tenant shall procure and maintain in full force and effect during the term hereof, comprehensive general liability insurance having combined single limit bodily injury and property damage coverage of not less than \$1 million, insuring Landlord against any liability arising out of ownership and Tenant's use, or occupancy of the Leased Premises. Tenant shall cause Landlord to be named as an additional insured on said policy and will provide Landlord a certificate of insurance naming Landlord as an additional insured.

Tenant may maintain at its own expense such fire and casualty insurance coverage as Tenant may desire or require with respect to Tenant's personal property, equipment, furniture, fixtures, and inventory and Landlord shall have no obligation with respect to such insurance or losses. All property kept or stored on the Leased Premises by Tenant shall be done so at Tenant's sole risk, and Tenant shall indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to the same.

Landlord represents that it is a self-insured governmental entity, and as such will provide and maintain liability insurance pursuant to the Utah Governmental Immunity Act, sections 63G-7-101, *et seq.*, Utah Code Ann. (2017) ("Governmental Immunity Act").

15. Hazardous Substance/Waste.

(a) Tenant hereby represents, warrants and certifies that, during the entire period of Tenant's occupancy of the Leased Premises, there will be no disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the Leased Premises. For purposes of this Lease, the terms "disposal," "release," "threatened release," and "hazardous wastes" shall mean and include any hazardous, toxic or dangerous waste, substance or material, or any disposal, discharge or release, or threatened release, or any defined as such in (or for the purposes of) the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, relating to any hazardous, toxic or dangerous wastes, substances or materials, as now or at any time hereafter in effect (the "Environmental Laws").

(b) From and after the date of this Lease, Tenant shall immediately notify Landlord of the occurrence of any inquiries, on-site inspections, or the like by any federal or state governmental agency or entity relating to Tenant's or the Leased Premises' compliance with applicable Environmental Laws. If any such inspection or inquiry results in a notice of violation of one or more Environmental Laws or the like, Tenant shall promptly notify Landlord of such violations (including providing to Landlord a photocopy of any written findings, notice, order, or the like), and Tenant shall immediately undertake all actions necessary to remedy and cure any such violations attributable to a breach of Tenant's obligations under subsection (a) above.

(c) Tenant shall indemnify and hold harmless Landlord (and any successors to Landlord's interest in the chain of title to the Leased Premises) from and against (i) any and all claims, damages and liabilities arising in any way in connection with the presence, use, storage, disposal, or transfer of any hazardous materials on, under, from or about the Leased Premises, including, without limitation, all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of hazardous materials by Tenant or any person taking an interest in the Leased Premises by, through, or under Tenant, and (ii) all costs of any required or necessary repair, cleanup, or detoxification, whether such action is required or necessary prior to or following the termination or earlier expiration of this Lease, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage or release, threatened release or disposal of hazardous materials onto the Leased Premises by Tenant or by any person taking an interest therein by, through or under Tenant. Tenant's obligations pursuant to the foregoing indemnification shall survive the expiration or earlier termination of this Lease.

(d) Landlord hereby represents to Tenant that to the best of Landlord's current actual knowledge, but without any due diligence, as of the date of this Lease the Leased Premises complies with all Environmental Laws.

16. Governmental Immunity. Landlord is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act. The Parties agree that Landlord shall only be

liable within the parameters of the Governmental Immunity Act. Nothing contained in this Lease shall be construed in any way, to modify the limits of liability set forth in the Governmental Immunity Act or the basis for liability as established in the Governmental Immunity Act. By entering into this Lease, Landlord does not waive any rights, defenses or limitations available under the Governmental Immunity Act.

17. Indemnification. Tenant shall indemnify and save Landlord harmless from all loss, damage, liability or expense incurred by Landlord due to the intentional acts, negligent acts, or omissions of Tenant, its officers, employees or agents arising out of Tenant's use or operation of the Leased Premises and shall not permit any lien or other claim or demand to be enforced against the Leased Premises by reason of Tenant's use of the Leased Premises.

18. Waiver. The failure of either Landlord or Tenant to insist upon strict performance by either party of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any of either party's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by either party in any of the covenants, conditions and agreements of this Lease. No surrender of the Leased Premises shall be affected by Landlord's acceptance of any rental payment or by any other means whatsoever unless the same is evidenced by Landlord's written acceptance of such as surrender.

19. Termination. Either party may terminate this Lease in advance of its expiration, by providing the other party with ninety (90) days written notice prior to the desired termination date.

20. Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (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's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001)); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

21. Miscellaneous.

(a) If any provision of this Lease or the application thereof to any person or circumstance shall be found to be illegal or void to any extent, then the remainder of this Lease, or the application of the provisions of this Lease to persons or to circumstances other than those to which it is held invalid and unenforceable, shall nevertheless continue in force and effect to the fullest extent possible.

(b) The covenants and agreements contained in this Lease shall inure to the benefit of and be binding upon the Parties hereto or upon their respective successors in interest.

(c) All notices or other communications hereunder shall be in writing and must be given by delivery in person or by mail, addressed to the Parties as follows:

If to Landlord: Salt Lake County Real Estate Division
2001 South State Street, #S3-110
Salt Lake City, Utah 84190

If to Tenant: East Millcreek Lions Club
c/o Lion Bill Morey
2232 Keller Ln
Salt Lake City, UT 84109

(d) This Lease contains all the agreements of the Parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both Parties hereto.

(e) The Parties agree that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Utah. Any action to enforce the terms of this Lease shall be filed in Salt Lake County, State of Utah.

(f) This Lease may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise but one and the same instrument.

(g) 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 may be 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 made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

[Signatures on Next Page]

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

LANDLORD:
SALT LAKE COUNTY

By Ellen Schwack
Mayor or Designee

APPROVED BY:
Salt Lake County Parks & Recreation

By Martin Jensen
Martin Jensen, Division Director

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 12/28/2017

TENANT:
EAST MILLCREEK LIONS CLUB

By: Chris West
Its: PRESIDENT