

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	07/25/2018
Requesting Staff Member	Derrick Sorensen
Requested Council Date	07/31/2018
Topic/Discussion Title	Salt Lake Community Action Program, a Utah non-profit corporation ("SLCAP") has historically leased a small amount of office space in the Redwood Multi-Purpose Center at no cost for its HEAT program, has requested a new no cost lease for another five years.
Description	REL 630 No Cost 5-year Lease.
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: _____

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.

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF A NO COST LEASE WITH SALT LAKE COMMUNITY
ACTION PROGRAM

RECITALS

A. Salt Lake County ("County") owns and operates the Redwood Multi-Purpose Center.

B. Salt Lake Community Action Program, a Utah non-profit corporation ("SLCAP"), has historically leased a small amount of office space in the Redwood Multi-Purpose Center at no cost for its HEAT program, and has requests a new no cost lease to for another five years.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that, as provided in Utah Code Ann. § 17-50-303(3)(a) (2018), the Salt Lake County Council has determined that SLCAP, 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 for the leased space used for its HEAT program; and that the attached lease is hereby approved; and the Mayor and Clerk are hereby authorized to execute said license, 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 _____, 2018.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder-Newton, Chairman

ATTEST:

Sherrie Swensen
Salt Lake County Clerk
Date: _____

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	_____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney
Date: _____

County Contract No. _____
District Attorney No. 2018-11155
Real Estate Division No. REL 630

RENTAL AGREEMENT
BY AND BETWEEN
SALT LAKE COMMUNITY ACTION PROGRAM

And

SALT LAKE COUNTY
[Redwood Multi-Purpose Center]

THIS RENTAL AGREEMENT is made and entered into this 23 day of July, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "OWNER," and the SALT LAKE COMMUNITY ACTION PROGRAM, a nonprofit Utah corporation, hereinafter referred to as "TENANT."

WITNESSETH:

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

1. OWNER hereby rents to TENANT approximately 798 square feet of office space located in the Redwood Multi-Purpose Center Northeast Offices, 3060 South Lester Street, West Valley City, Utah.
2. The term of this agreement shall commence on January 1, 2018, and continue until October 16, 2022, a term of approximately five years. It is understood that the TENANT will only occupy the rented premises between the dates of October 17 and May 13 of each year.
3. The TENANT shall occupy the rented premises rent free during the term of the agreement.
4. TENANT may not sublet said premises or any part thereof or assign this agreement without the prior written consent of OWNER, nor will TENANT use the premises or permit the premises to be used for any other purpose than herein stated without the prior written consent of OWNER.
5. The premises shall be used exclusively by TENANT for office space for its HEAT Program.
6. At the end of the term of this Rental Agreement, TENANT agrees to return said rented premises to OWNER in as good a condition as when received, reasonable wear and tear excepted.

7. Responsibility for maintenance shall be as indicated: OWNER responsible for (O); TENANT responsible for (T); Not Applicable (N/A). Roof (O), Exterior Walls (O), Interior Walls (T), Structural Repair (O), Interior Decorating (T), Exterior Painting (O), Yard Surfacing (O), Plumbing lines, Equipment and Fixtures (O), Heating and Air Conditioning Equipment (O), Electrical Lines and Equipment (O), Light Globes and Tubes (O), Glass Breakage (O), Trash Removal (O), Snow Removal (O), Janitor (O).

8. Responsibility for utilities, taxes and insurance shall be as indicated: TENANT responsible for (T); OWNER responsible for (O); Not Applicable (N/A). Power (O), Heat (O), Water (O), Sewer (O), Telephone (T), Increase in Real Property Tax (N/A), Personal Property Tax (T), Fire Insurance on Building (O), Fire Insurance on Personal Property (T).

9. TENANT agrees not to alter or make structural changes to the premises during the term of this agreement and any renewal thereof without the prior written consent of OWNER.

10. TENANT shall indemnify, defend and hold OWNER harmless as to any damage or liability resulting from TENANT's acts or omissions to act arising out the TENANT's use of the premises and shall remove dangerous conditions occurring on the premises during the term of this agreement and any renewal thereof. TENANT shall not permit any lien or other claim or demand to be enforced against the premises by reason of TENANT's use of the premises.

11. In the event of default or failure of performance hereof by either party, the party in default agrees to pay the costs and expenses incurred by the party not in default in pursuing any legal or equitable remedy pertaining to such failure or default.

12. TENANT hereby grants a continuing right of access to the premises 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 premises, for necessary repairs and maintenance, for the enforcement of provisions hereof or for any other necessary or reasonable purpose of OWNER.

13. The ownership of any and all improvements and repairs which the TENANT shall make or install in or on the said premises shall remain with the premises at the expiration of this agreement or any renewal or extension thereof.

14. Either party may terminate this agreement in advance of the expiration date upon giving the other party at least sixty (60) days written notice of the date of such termination. Upon such termination TENANT agrees to vacate the premises on the termination date and return possession thereof to OWNER.

15. In the event the premises are used or permitted to be used contrary to the provisions of this agreement, the OWNER may take possession thereof and re-let the premises and hold TENANT liable for any damages or losses which may arise therefrom.

16. TENANT 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.

17. 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 agreement. TENANT represents, by executing this agreement, 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.

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed by their duly authorized officers the day and year hereinabove set forth.

OWNER:

SALT LAKE COUNTY

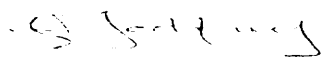
By: _____
Mayor or Designee

APPROVED AS TO FORM

R. Christopher Preston
Deputy District Attorney
Dated: _____

TENANT:

SALT LAKE COMMUNITY ACTION
PROGRAM



By: Jennifer Godfrey
Title: Interim CEO