

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF A LEASE AGREEMENT WITH MURRAY CITY
CORPORATION FOR USE OF THE ANIMAL CONTROL OFFICE AND
SHLETER FACILITY AND RELATED DOCUMENTS

RECITALS

A. Murray City Corporation (the “City”) owns and operates the Animal Control Office and Shelter Facility (“Facility”) located at 5624 South 300 West in Murray, Utah, which has been used by the City to receive, maintain, and provide appropriate care for all domestic animals that come within the legal Animal Control authority and responsibility of the City (“Animal Control Services”).

B. The City has entered into an Interlocal Cooperation Agreement (“Interlocal Agreement”) with Salt Lake County (“County”) to provide Animal Control Services to its residents.

C. As part of the Interlocal Agreement, the City agreed to lease the Facility to the County, and the County agreed to lease the Facility from the City.

D. The parties have negotiated a Lease Agreement, attached hereto as Exhibit A (the “Lease”), containing the terms and conditions governing the lease of the Facility.

E. It has been determined that the best interests of the County and the general public will be served by entering into the attached Lease. The execution of said Lease will comply with all applicable state statutes and County ordinances.

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

that the Lease is accepted and approved, and the Mayor is hereby authorized to execute the Lease on behalf of Salt Lake County and to sign all other documents reasonably necessary to comply with the County's obligations contained in the Lease.

APPROVED and ADOPTED this _____ day of _____, 2020.


SALT LAKE COUNTY COUNCIL

By: _____
Max Burdick, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

 Digitally signed by Robert Preston
Date: 2020.08.28 14:48:08 -06'00'

R. Christopher Preston
Deputy District Attorney

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

Exhibit A

Lease Agreement

LEASE AGREEMENT

BETWEEN

**MURRAY CITY
CORPORATION**

AND

SALT LAKE COUNTY

*for Lease of the Animal Control Office and
Shelter Facility located in Murray City*

This Lease Agreement is made and entered into this ____ day of July, 2020 (the "Effective Date"), by and between Murray City Corporation (hereinafter referred to as the "City"), and Salt Lake County, a body corporate and politic of the State of Utah (the "Lessee"), for the lease of property for the Animal Control Office and Shelter Facility (the "Facility") located at 5624 South 300 West, Murray, Utah 84107.

RECITALS

WHEREAS, the City has entered into an Interlocal Cooperation Agreement (the "Interlocal Agreement") with Lessee to provide Animal Control Services to its residents; and

WHEREAS, the City owns and currently operates the Facility, including all necessary buildings, structures, grounds, spaces and equipment as necessary to receive, maintain, and provide appropriate care for all domestic animals that come within the legal Animal Control authority and responsibility of the City; and

WHEREAS, as part of the Interlocal Agreement to provide Animal Control Services to the City, Lessee also agrees to lease the Facility under the terms and conditions set forth in this Lease Agreement; and

WHEREAS, Lessee agrees that in addition to the charged rent as detailed below, it shall be responsible for paying for the maintenance, utilities, and all other costs associated with the use of the Facility, and shall assume all liability for the Facility during the term of the Lease Agreement;

AGREEMENT

NOW, THEREFORE, based upon the mutual promises and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF LEASE:** In connection with the Interlocal Agreement, the City agrees to lease to the Lessee the Facility, including all buildings, structures, grounds, spaces, and equipment as deemed necessary to provide the Animal Control Services to the City outlined in the Interlocal Agreement.

2. **TERM OF LEASE:** The term of the lease for said Property shall be five (5) years commencing July 1, 2020 ("Lease Term"), unless sooner terminated according to the terms of this

Lease Agreement or by operation of law. If the Interlocal Agreement is extended, the parties may also amend this Lease Agreement in writing to extend it beyond this five-year term for the same amount of time to run concurrent with the Interlocal Agreement.

3. **RENT FOR USE OF THE FACILITY:** The rent for the Facility shall be an annual payment of Sixty-Five Thousand One Hundred Eighteen DOLLARS (\$65118.00), which payment shall be made in advance and shall be paid on or before July 1 of each year during the Lease Term, with the first such annual rent payment being due and payable upon execution of this Lease Agreement. Payments shall be paid to the City at the address indicated for notice to the City, unless otherwise specified by the City in writing.

4. **HOURS OF OPERATION AND PURPOSE:** The Facility shall be open between the hours of 10:00 AM 5:00 PM, Monday through Friday, except on recognized holidays. The Facility will be used for no purpose other than to provide the necessary animal control services as outlined in the Interlocal Agreement.

5. **INSURANCE:** Lessee shall be responsible for all activities and the activities and conduct of its employees, agents, members or guests at the Facility. Lessee is authorized by the State of Utah to self-insure its liability risks, and shall provide City evidence of such self-insurance and shall update said evidence upon request. Lessee shall maintain self-insurance coverage sufficient to all its obligations hereunder and consistent with applicable law. Additionally, Lessee shall provide insurance coverage for property, fire and other hazards at its sole cost and expense in the amount of at least the replacement value of the Facility, including all buildings, structures, grounds, spaces, equipment and improvements. Lessee shall provide proof of such self-insurance coverages to the City upon request.

6. **INDEMNIFICATION:** The City and Lessee are both governmental entities under the Utah Governmental Immunity Act, §§ 63G-7-101 *et seq.* (Utah Code Annotated 1953 as amended). Therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Utah Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

7. **UTILITIES, MAINTENANCE, AND COSTS:** Lessee shall be responsible for keeping the Facility operational and paying for the maintenance, utilities, and all other costs associated with the use of the Facility. Lessee will maintain the Facility and its surrounding grounds in an orderly fashion and all activities shall be run in an orderly and prudent manner.

8. **TERMINATION OF LEASE:** The violation of any of the terms hereof, including Lessee no longer using the Facility as provided herein, shall be considered a default and shall be grounds for the termination of this Lease Agreement. Thirty (30) days written notice of termination shall be given to the defaulting party by the non-defaulting party. Additionally, either party may terminate this Agreement at any time for any or no cause upon giving at least six (6) months prior written notice to the other party.

9. **NOTICE:** Any notice or communication required or permitted to be given in accordance with this Agreement shall be in writing and must be personally delivered, mailed by United States first-class mail, postage prepaid, or sent by facsimile, in each case properly addressed to the addresses of the parties indicated in the Agreement, or at such other addresses as may hereafter be furnished in writing by either party hereto to the other party. All notices will be effective upon receipt and will be deemed to have been received three (3) days after deposit in the United States mail or upon fax confirmation.

10. **ADDITIONS OR REPAIRS:** Any buildings, structures, or additions, to be built by Lessee at the Facility or its surrounding grounds, including any repairs intended to be completed, must be approved by the City. Lessee shall, prior to constructing any new building, addition or structure, or repairing any existing structure, allow the City to review and provide comment on the design of such building, addition, structure, or repair. At such time as this Agreement shall expire or be terminated, any new building, structure or improvements made by Lessee then existing as part of the Facility that cannot or, if it can be removed, that has not been removed by Lessee shall revert to and become the property of the City without the payment of additional consideration.

11. **ENTIRE AGREEMENT:** This Agreement, including all attachments and exhibits hereto, constitutes the entire integrated Lease Agreement between the parties and supersedes any and all other prior and contemporaneous understandings, negotiations or agreements between the parties, whether oral or written. This Lease Agreement may only be amended by the mutual written agreement of the parties.

12. **ASSIGNMENT OF RIGHTS:** Neither party may assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Lease Agreement, in whole or in part, without the prior written approval of the other party. This Lease Agreement shall be binding upon the heirs, successors and assigns of the parties.

13. **SEVERANCE:** In case any one or more of the provisions contained in this Lease Agreement shall be held invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Lease Agreement shall continue in full force and effect.

14. **RELATIONSHIP OF PARTIES:** This Lease Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

15. **GOVERNING LAW:** This Lease Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County or the United States District Court of Utah.

16. **NON-FUNDING:** It is understood and agreed by the parties hereto that funds are not presently available for performance of this Lease Agreement by Lessee beyond December 31, 2020, the close of Lessee's current fiscal year. Lessee's obligation for performance of this Lease Agreement beyond that date is contingent upon funds being appropriated for payments and other obligations due under this Lease Agreement. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year by Lessee for payments and other obligations due under this Lease Agreement for the current or any succeeding fiscal year, this Lease Agreement shall create no obligation on Lessee as to such current or succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective, except as to those portions of payments herein then agreed upon for which funds shall have been appropriated and budgeted. Said termination shall not be construed as a breach of this Lease Agreement or an Event of Default and said termination shall be without penalty, additional payments, or other expense to the parties of any kind whatsoever; however Lessee must vacate the Facility.

17. **MISCELLANEOUS PROVISIONS:**

a. Except as otherwise provided herein, at such time as the Lease Agreement shall expire or be terminated, any building, structure or improvements then existing as part of the Facility shall revert to and become the property of the City without the payment of additional consideration.

b. All activities at the Facility shall be in compliance with all laws and ordinances and with community standards.

c. Failure of either party to complain of any act or omission on the part of the other party shall not be deemed a waiver by the noncomplaining party of any of its rights under this Lease Agreement. No waiver by either party at any time, express or implied, of any breach of this Lease Agreement shall waive such breach or any other breach.

d. If a dispute arises about performance of any obligation under this Lease Agreement, the party against which such obligation is asserted shall have the right to perform it under protest, which shall not be regarded as voluntary performance. A party that has performed under protest may institute appropriate proceedings to recover any amount paid or the reasonable cost of otherwise complying with any such obligation.

e. In the event that City or Lessee shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of riots, insurrection, war, acts of God, or the act, failure to act, or default of the other Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

f. This Lease Agreement may be executed in counterparts.

g. Neither party shall be bound by this Lease Agreement unless and until such party shall have executed and delivered at least one counterpart of this Lease Agreement. The submission of draft(s) or comment(s) on drafts shall bind neither party in any way. Such draft(s) and comment(s) shall not be considered in interpreting this Lease Agreement.

h. All provisions of this Lease Agreement that would reasonably be expected to survive the termination or expiration of this Agreement will do so.

i. The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Lease Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this Agreement to be duly executed on the date and year specified above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

ADMINISTRATIVE APPROVAL:

By: _____
Animal Services
Division Director or Designee

Approved as to Proper Form and
Compliance with Applicable Law:

By: R. Christopher Preston
R. Christopher Preston,
Deputy District Attorney

MURRAY CITY

By: [Signature]
Mayor or Designee

ATTEST:

By: Jennifer Kennedy
City Recorder

Approved as to Content:

By: Craig Pennington
Murray City Police Department
Date: 8/12/20

Approved as to Proper Form and Compliance
with Applicable Law:

By: [Signature]
City Attorney's Office

Date 8.13.2020

