Council Meeting of July 9, 2014

Agenda Item No. 7f

REQUEST FOR COUNCIL ACTION

SUBJECT: American Cancer Society – Relay for Life

SUMMARY: For the sixth year, the American Cancer Society would like to hold their Relay for Life in West Jordan. The Relay for Life Event Chair is requesting park fees as a value for value exchange for City fees associated with the event. The nature of the event requires a park variance for participants to walk/run in the park throughout the night. This year they are requesting to use Phase I of the Youth Sports Complex August 2-3. They would also like to include the WJ Chamber business event with them on August 3rd.

FISCAL IMPACT: Fees for park use would be the $500 deposit and pavilion rental of $600.00. Equivalent to fees they will do park clean up prior during and after their event and include the City of West Jordan in their marketing efforts.

STAFF RECOMMENDATION:

Staff has concluded that the in lieu of fees and value for value meet the city criteria and recommends the use of the Sports Complex.

MOTION RECOMMENDED:

"I move to approve the attached agreement for the 2014 American Cancer Society Relay for Life that includes: park fees, and a park hour variance for August 2-3, 2014."

Roll Call vote required

Prepared by:

Julie Brown
Events Coordinator

Recommended by:

Rick Davis
City Manager

Reviewed By:

Bryce Haderlie
Assistant City Manager

Reviewed By:

Brian Clegg
Parks Director

BACKGROUND DISCUSSION:
Relay for Life request letter attached.

3-4-1: WAIVER OF FEES AND FINES, GENERALLY:

For purposes of this chapter, "waiving" an amount also means writing off, forgiving and/or compromising such an amount. Any fees or other monies legally required by this code to be paid to the city may not be waived, unless:

A. City Attorney Determination: Determined by the city attorney to be legally uncollectible.

B. City Manager Authority: Any fee, fine, interest, penalty or other money legally required by this code to be paid by a citizen, applicant or respondent to the city in connection with a city provided service or a license/permit may be waived by the city manager:

1. Value For Value Settlements: If the waiver of fees or claims confers a substantially equivalent benefit on the city consistent with law, provided that any such waiver/forgiveness of an amount exceeding fifteen thousand dollars ($15,000.00) must be approved by the city council; or

2. Rectifying Errors: In an amount not to exceed five hundred dollars ($500.00) in any one instance, to rectify an alleged error by city personnel or to rectify any other perceived inequity.

3. Doubtful/Uncollectible Amounts: Once the city has made reasonable efforts to collect an unpaid fee, fine, interest, penalty or other money legally owed to the city, or has otherwise determined in good faith that the amount is practically uncollectible; provided that any amount totaling more than one thousand dollars ($1,000.00) per account may not be waived without city council approval.

The city manager may delegate some or all of this authority to department heads and other managers in city government by administrative directive.

C. Support Of Charitable Entities: After following the procedures required by Utah code section 10-8-2(2) or any successor provision, the city council may waive fees otherwise due to the city, and may otherwise provide financial and nonfinancial support to a charitable entity providing services to the citizens of the city.

D. Settling Litigation And Prelitigation Claims By Or Against The City: A claim made by or against the city may be compromised, in whole or in part, without city council approval, up to an amount payable by, or to be paid to, the city of fifteen thousand dollars ($15,000.00), if the city attorney determines that such a compromise is in the best interests of the city. Notwithstanding the foregoing, prior to settling any claim by or against the city, the mayor shall be notified of any claim over five thousand dollars ($5,000.00), and if deemed necessary the mayor shall call a special/emergency council meeting. (2001 Code § 1-1-120; Ord. 09-19, 7-14-2009)

3-4-2: FOR-VALUE EXCHANGE AGREEMENTS:

The limitations imposed in this chapter do not prohibit the city agreeing to waive or pay such fees or other city assessments in a written for-value exchange agreement, approved by the city council. (Ord. 09-19, 7-14-2009)

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-129

A RESOLUTION APPROVING AN EVENT AGREEMENT FOR THE AMERICAN CANCER SOCIETY RELAY FOR LIFE AND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE AGREEMENT FOR AND ON BEHALF OF THE CITY.

Whereas, Section 3-4-2 of the 2009 City Code authorizes the City to enter into Value for Value agreements to confirm the delivery of support by the City to a nonprofit entity in return for fair value received by the City, all as contemplated the Utah Code; and

Whereas, the Event Agreement in the form attached to this Resolution meets the requirements of Section 3-4-2 of the 2009 City Code and does provide equivalent value to the City for the support being given to the American Cancer Society; and

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The Event Agreement with the American Cancer Society, in the form attached to this Resolution, shall be and is approved by the City Council.

Section 2. The Mayor is hereby authorized and directed to sign the Event Agreement with the American Cancer Society for and on behalf of the City.

Section 3. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 9th day of July, 2014.

CITY OF WEST JORDAN

Attest: By:_____
Mayor Kim V. Rolfe

_____
Melanie Briggs, City Recorder

Voting by the City Council	**"AYE"**	**"NAY"**
Jeff Haaga	____	____
Judy Hansen	____	____
Chris McConnehey	____	____
Chad Nichols	____	____
Ben Southworth	____	____
Justin D. Stoker	____	____
Mayor Kim V. Rolfe	____	____

EVENT AGREEMENT
2014 American Cancer Society Relay for Life

This Event Agreement ("Agreement") is made and entered into by and between the **American Cancer Society**, a Utah nonprofit corporation with principal place of business at 941 East 3300 South, Salt Lake City, UT 84106 **("Relay")** and **West Jordan City** with principal place of business at 8000 South Redwood Road, West Jordan, Utah 84088 **("Host").**

1.0 **Purpose of this Agreement**

1.1 The purpose of this Agreement is to set forth the terms and conditions upon which Relay's event (the "Event") will take place in the Host's Youth Sports Complex.

2.0 **Relay's Responsibilities**

2.1 In fulfillment of its obligations hereunder, Relay shall provide value to the Host as follows:

(a) The Host and its new logo will be featured in the Relay's Program.

(b) The Host's new logo will be prominently featured on the Relay website(s) and social media sites.

(c) The Host's new logo will be included on all print materials and advertising.

(d) The Host's Stampede royalty and others associated with the Host will be welcome to participate in the Survivors parade and any other fundraising event during the Relay.

(e) Relay will prominently identify Host by name in any/all on-air radio and television interviews and advertising.

(f) Relay will perform park clean up prior during and after the Event.

3.0 **Host's Responsibilities**

3.1 In fulfillment of its obligations hereunder, Host shall provide value to the Relay as follows:

(a) An agreed designated location in Veterans Memorial Park, without any fee being paid by the Relay.

(b) Waiver of all other special fees otherwise due for an event of the size of the Event.

(c) No charge to Relay for police and public works personnel of the Host who will provide services to the Event.

3.2 No payment for Relay's performance of Relay's Responsibilities identified herein will be due to Relay if the Event does not take place as planned.

4.0 **Releases and Indemnification**

4.1 Agents, volunteers, employees of the Relay and each participant in the Event will sign a release from all liability executed by the Relay and the releasing person/entity. This release shall include release of the Host and its officers, elected officials and agents from any and all claims in connection with the Event.

4.2 Relay shall indemnify and hold harmless Host, its affiliates and each of its officers, elected officials employees, subcontractors, and agents from and against any and all claims, liabilities, actions, judgments, settlements, losses, and expenses, including reasonable attorney's fees and disbursements (collectively "Losses") arising from or in connection with putting on the Relay other than as a result of Host's own negligence.

4.3 Host assumes no responsibility against any losses, damages, expenses, or liability resulting from the breach of its obligations under this Agreement other than for a contract claim for breach.

5.0 **Insurance**

5.1 A copy of insurance certificate will be provided to Host at the time of signing this Agreement. Relay's insurance will comply in all respects with Host's standard requirements.

6.0 **Governing Law, Consent to Jurisdiction**

6.1 In any case either party shall pursue any legal actions they will need to be filed in the Third District Court in Salt Lake County, Utah, and any such legal action shall be governed by Utah law.

7.0 **Entire Agreement**

7.1 This Agreement contains the entire understanding of both parties and can only be changed by a written amendment signed by both parties.

HOST	**RELAY**
_____	_____
SIGNATURE	SIGNATURE
Kim V. Rolfe	
Printed Name	Printed Name
Mayor	American Cancer Society
Title	Title
_____	
Effective Date	