

DAVID DOBBINS  
DIRECTOR

**SALT LAKE CITY CORPORATION**  
COMMUNITY DEVELOPMENT

ROSS C. "ROCKY" ANDERSON  
MAYOR

**COUNCIL TRANSMITTAL**

**TO:** Rocky Fluhart, Chief Administrative Officer *RM* **DATE:** December 28, 2004

**FROM:** David Dobbins *DD*

**RE:** A resolution authorizing Salt Lake City to accept the Salt Lake City Rotary Foundation donation of \$100,000 for refurbishment of Ottinger Hall.

**STAFF CONTACT:** Rick Graham, Public Services Director  
Sherrie Collins

**DOCUMENT TYPE:** Resolution

**BUDGET IMPACT:** \$100,000

**DISCUSSION:** The Salt Lake City Rotary Foundation has agreed to donate \$100,000 toward the refurbishment of Ottinger Hall in either cash or in-kind services and materials at the City's discretion.

These funds will be used for the costs associated with refurbishment of Ottinger Hall that include ADA accessibility, new interior configuration, partial seismic upgrade, interior and exterior paint, HVAC modifications as necessary, electrical and lighting upgrades, and other related work.

The total cost of refurbishment is estimated at approximately \$208,000. The City will match the Rotary's contribution with U.S. Department of Education funds in the amount of \$100,000 and Public Service Department funds of approximately \$8,000.

RESOLUTION NO. \_\_\_\_\_ OF 2005

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE SALT LAKE CITY ROTARY FOUNDATION DONATION

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$100,000.00 donation from the Salt Lake City Rotary Foundation to expend for the purposes of:

Refurbishment of the City owned Ottinger Hall, 233 Canyon Road, Salt Lake City, Utah.

2. Rick Graham, Director of Public Services, is hereby authorized to receive said award and execute any and all subsequent agreements between the City and other entities resulting from the said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_

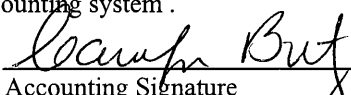
APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 12-28-04  
By [Signature]

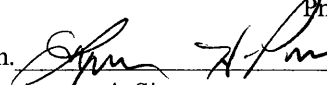
**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

December 27, 2004

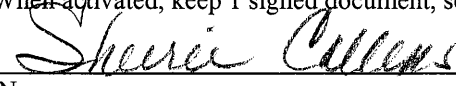
Contract Number:	03-1-05-1086	Project:
Contractor:	27842 SALT LAKE CITY ROTARY FOUNDATION	
Contract Title:	DONATION AGREEMENT FOR OTTINGER HALL AT MEMORY GRO	
Monitor:	BONNIE JOHNSON	

*Please complete your Step and forward to the next Step.*

STEP 1	ACCOUNTING DIVISION - Encumber Funds
	<p>I certify that funds are available. _____</p> <p><b>OR</b> Accounting Signature _____ Date _____</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system.</p> <p style="text-align: center;">  12/28/04              Accounting Signature _____ Date _____              (only upon receipt from Rotary)           </p> <p>Funding Source: _____</p> <p style="text-align: center;">Dept      Cost Center      Object Code      \$ _____</p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____</p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
Leave Blank  For  Date Stamp	<p>Attorney: <u>LYNN PACE</u> Insurance Required: Y</p> <p>Perf Bond Required: N</p> <p>Emt Bond Required: N</p> <p>This document has been approved as to form.  12-28-04</p> <p style="text-align: center;">Attorney's Signature _____ Date _____</p>

STEP 3	PS ADMIN-FINANCE - Sign Document
Leave Blank  For  Date Stamp	<p><b><u>INSTRUCTIONS:</u></b></p> <p><b><u>Sign ALL documents.</u></b></p> <p>Authorized Signer: <u>Rick Graham</u> <u>Direct.</u></p> <p style="text-align: center;">Name _____ Dept/Div _____</p> <p><b><u>Forward ALL Signed documents to the Recorder's Office</u></b></p>

STEP 4	RECORDER'S OFFICE - Activate
Leave Blank  For  Date Stamp	<p><b><u>INSTRUCTIONS:</u></b></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p style="text-align: center;">  HAND 6150              Name _____ Department or Division _____ Phone _____           </p>

## **AGREEMENT**

THIS DONATION AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2004, by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and the SALT LAKE CITY ROTARY FOUNDATION ("Rotary"), a Utah non-profit corporation, with its principal offices at 400 Crandall Building, 10 West 100 South, Salt Lake City, Utah, 84101.

## **RECITALS**

WHEREAS, City owns and operates Ottinger Hall ("Ottinger Hall") at the south entrance to Memory Grove at 233 Canyon Road in Salt Lake City; and

WHEREAS, Rotary desires to donate \$100,000 to City so long as the money or services are used to refurbish Ottinger Hall (the "Project"); and

WHEREAS, City desires to accept the donation and is willing to contribute \$108,000 to the Project; and

WHEREAS, City and Rotary desire to enter into this Agreement to set forth the terms upon which Rotary will make the donation and City will undertake the Project;

NOW THEREFORE, in consideration of the foregoing recitals and the following mutual promises and consideration, the parties agree as follows:

### **SECTION 1. The Project.**

A. City shall be responsible for undertaking and completing the Project. The scope, general description and estimated cost of the project are described in Exhibit A. City and Rotary shall cooperate to assure that all required governmental approvals are obtained for the Project.

B. The Project shall be designed by a design consultant selected as provided in this Agreement and as approved by Rotary and City. Approval of the theme and layout of the Project shall not be deemed an approval of the design of the Project as to function and safety.

C. City shall not hold Rotary International, The Salt Lake City Rotary Foundation or the Rotary Club of Salt Lake City, Utah, and their respective officers, members, trustees, directors, and affiliates, liable for any injuries or losses resulting from design, construction, or maintenance defects related to the Project.

### **SECTION 2. Obligations of Rotary.**

A. During the period commencing with the letting of the construction contract for the Project, Rotary shall donate to City \$100,000. In no event shall Rotary be required to donate more than \$100,000 for the Project. The donation may, in whole or in part, consist of goods or services provided by Rotary and as described in Exhibit C, such as materials for the project and services including design or architectural services.

B. Rotary shall recommend two individuals to participate on City's selection committees for selecting the construction contractor for the Project.

In cooperation with, the approval of, and at a mutually acceptable time with the City, Rotary will plan both the commencement and dedication ceremonies for the Project.

### **SECTION 3. Obligations of City.**

City shall:

- A. Accept Rotary's proposal and donation.
- B. Participate in the public process associated with design and construction of the Project.
- C. Provide design and consulting services for the Project.
- D. Recognize Rotary's donation by providing for a grand opening of the refurbished Ottinger Hall and a plaque approved by Rotary at the refurbished Ottinger Hall recognizing Rotary's donation.
- E. Include Rotary in the design consultant, design development, construction bid and award, and project management processes, including appointment of up to two Rotary representatives to the selection committee for the architectural and design consultant.
- F. Complete the Project not later than June 1, 2005.
- G. Set up any community meetings, and require the architect to attend and participate in such meetings.
- H. Provide to Rotary monthly progress reports on the progress of the Project, showing how the funds donated by Rotary and City are being spent.
- I. Budget for and contribute up to \$108,000 to the project fund for the Project, but only if Rotary makes its \$100,000 donation to City. City confirms that funds have been budgeted and are available for the Project.
- J. Allow Rotary to occasionally use Ottinger Hall for meetings and for "Interact" and "Rotaract" programming.
- K. Agree to ceremonies for the Project including commencement, on or about February, 2005, and dedication, on or about June 2005. These dates may be adjusted as mutually agreeable to the parties.
- L. Undertake a "YouthCity After School and Summer Program" at Ottinger Hall. The program will serve school-aged youth during the early evening hours after school and at times during the summer. Students will be primarily but not exclusively recruited to the program from schools in the neighborhoods near Ottinger Hall, thus serving the local community near Ottinger Hall. The program will consist of structured learning opportunities in the areas of art (both performing and visual), technology, and recreation. Professional staff will operate the program and professional and para-professional teachers will be hired to teach the classes and be mentors to the youth.

#### **SECTION 4. Abandonment of Agreement.**

This Agreement shall terminate and be abandoned, and Rotary shall have no further obligations hereunder, if:

- A. City has not appropriated \$108,000 in accordance with Section 3(I) above; or
- B. Work on the Project has not commenced by January 1, 2005.
- C. The seismic investigation indicates that upgrades would be required the cost of which would in the view of both City and Rotary make the project excessively costly.

If this Agreement is terminated in accordance with this Section 4, all funds previously advanced by Rotary shall be promptly refunded to Rotary, and Rotary shall have no further obligation under this Agreement.

#### **SECTION 5. Captions.**

The captions in this Agreement are for convenience and reference only and in no way define, limit, describe or enhance the scope or intent of this Agreement nor in any way affect this Agreement.

#### **SECTION 6. Costs Less Than Expected.**

If a portion of the funds committed under this Agreement is not needed to design or construct the project and is left over, that portion shall be distributed to City and to Rotary in proportion to the amounts contributed by each pursuant to this Agreement.

#### **SECTION 7. Amendments.**

This Agreement, as amended hereby, may not be amended without written consent of both parties hereto.

#### **SECTION 8. Entire Agreement.**

This Agreement, and the attached and incorporated exhibits, constitutes the entire agreement between City and Rotary.

#### **SECTION 9. Governing Law.**

This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

#### **SECTION 10. Severability.**

If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

#### **SECTION 11. Assignment and Delegation.**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

#### **SECTION 12. No Third Party Beneficiaries**

This Agreement is intended for the sole benefit of City and Rotary, and otherwise there are no third party beneficiaries to this Agreement.

#### **SECTION 13. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:**

Rotary represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) 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 or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.





STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

The foregoing Donation Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, the \_\_\_\_\_, of Salt Lake City, a Utah municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

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## EXHIBIT A

### Description of Ottinger Hall Project

This description is a preliminary specification for the purposes of guiding the design of the Ottinger Hall Project. City and Rotary shall consult with one another during the design process of the project with regard to the design so that once the design is final it will be mutually acceptable to City and Rotary.

#### Project Scope

The Project consists of the renovation of the Ottinger Hall Building for use as a community hall. The primary user will be the Salt Lake City YouthCity program. The work will include, but is not limited to:

- ADA entry for lower level including exterior walk/ramps, etc.
- New ADA restroom
- New office/computer room
- New kitchenette
- Repair settlement problem at southwest corner per ABS Engineer's Seismic Evaluation Report
- Partial seismic upgrade per ABS Engineer's "Seismic Evaluation Report" (not including center-coring of brick walls, roof diaphragm, or roof connections)
- Paint exterior wood
- Paint interior
- New air conditioning
- Other HVAC modifications as necessary
- Electrical and lighting upgrades and modifications as required
- Miscellaneous and minor related work

#### Estimated Project Budget

Construction Costs (Bid)	\$147,350.00
Construction Contingency 10%	\$ 14, 735.00
Permits	\$ 2,600.00
Public Utilities Fees	\$ -
Testing/Special Inspection	\$ 1,000.00
Asbestos Abatement	\$ 900.00
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Printing Costs	\$ 600.00
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Seismic/Settlement Engineering Study	\$ 3,000.00
Geotechnical Study	\$ 2,450.00
Asbestos Study	\$ 525.00
Estimated Budget Total	\$207,906.38

## EXHIBIT B

### Refurbishment Schedule

Design:	December 1 - December 29, 2004
Construction Documents:	December 30, 2004 – February 4, 2005
Final Review/Revisions:	February 4 – February 14, 2005
Bid Period:	February 14 - March 2, 2005
Award Construction Contract:	March 14, 2005
Construction:	March 14 - June 10, 2005

## EXHIBIT C

### IN-KIND DONATIONS AND SERVICES - VALUATION

Rotary has agreed to donate \$100,000 toward the project in either cash or in-kind services and materials. Rotary shall receive credits against that obligation for the value of certain in-kind donations and services that it provides, as provided in this Exhibit C. The credit Rotary is entitled to will be the difference between the City's defined fair market cost of the in-kind service or good, and the cost established by the in-kind donor.

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Credits for in-kind donations shall be valued at or below fair market value as determined by the City in consultation with Rotary. City may accept or reject at its discretion any proffered in-kind donations of materials or services. The City is under no obligation to accept Rotary's offers of in-kind services or materials. Where deemed necessary, as determined by City, such in-kind donations of goods or of services may be supplied by contract between the City and the party making the transfer to the City for Rotary's benefit under this Agreement. City agrees that its acceptance of such goods or services does not modify its release of Rotary from liability under Section 1, paragraph C of this Agreement.

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STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

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\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

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## EXHIBIT C

### IN-KIND DONATIONS AND SERVICES - VALUATION

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Rotary shall not receive a credit for any other supplies or services unless City has first consented to the use of such supplies or services.

Credits for in-kind donations shall be valued at or below fair market value as determined by the City in consultation with Rotary. City may accept or reject at its discretion any proffered in-kind donations of materials or services. The City is under no obligation to accept Rotary's offers of in-kind services or materials. Where deemed necessary, as determined by City, such in-kind donations of goods or of services may be supplied by contract between the City and the party making the transfer to the City for Rotary's benefit under this Agreement. City agrees that its acceptance of such goods or services does not modify its release of Rotary from liability under Section 1, paragraph C of this Agreement.