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EDGEFIELD COUNTY, SC
CHARLES L. REEL, CLERK OF COURT
01-07-2019 At 03:59 pm.
ORDINANCE .00
OR Book 1715 Page 1 - 8

STATE OF SOUTH CAROLINA)
)
COUNTY OF EDGEFIELD)

ORDINANCE NO: 18-19-751

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBLEASE AGREEMENT OF THE EDGEFIELD COUNTY MORGUE BY EDGEFIELD COUNTY FROM SELF REGIONAL HEALTHCARE PARTNERS

Whereas, the Edgefield County Hospital, a governmental body of the State of South Carolina ("Landlord") and Self Regional Healthcare Partners, a South Carolina nonprofit corporation ("Tenant") have entered into a Facility and Equipment Lease Agreement, to be dated January 1, 2019 ("Lease") whereby Tenant shall lease from Landlord the premises commonly known as the Edgefield County Hospital ("Premises"); and

Whereas, the County of Edgefield, a body politic and corporate and a subdivision of the State of South Carolina ("Subtenant"), desires to maintain, use and have access to an 11'x15' (165 sq.ft.) portion of the Premises as a morgue for use by the County Coroner and other officials ("Contract Premises"); and,

Whereas, the parties have reached an agreement for the terms of a sublease of the Contract Premises which is in the best interest of both the Landlord, the Tenant, and the Subtenant for the Coroner facilities be located in the Premises for use by both the Tenant and the Subtenant,

NOW THEREFORE BE IT ENACTED BY THE EDGEFIELD COUNTY COUNCIL THAT:

1. The County Chairman is hereby duly authorized to execute and deliver a Sublease Agreement between Self and Edgefield County as outlined in Exhibit A.
2. The County Administrator and County Attorney are authorized and directed to work with legal counsel to effectuate this transfer. All documents related to this transaction are subject to the review and approval of the County Attorney
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
4. This Ordinance shall be become effective upon adoption on third reading by Council.

ATTEST

Jennifer L. Gilley, Clerk to Council

Edgefield County Council

Dean Campbell, Chair

First Reading:	<u>10-02-18</u>
Second Reading:	<u>11-06-18</u>
Third Reading:	<u>12-04-18</u>
Public Hearing:	<u>11-06-18</u>

SUBLEASE AGREEMENT

Whereas, the Edgefield County Hospital, a governmental body of the State of South Carolina ("Landlord"), and Self Regional Healthcare Partners, a South Carolina nonprofit corporation ("Tenant"), have entered into a facility and equipment lease dated January 1, 2019 ("Lease") whereby Tenant shall lease from Landlord the premises described in Exhibit A, commonly known as the Edgefield County Hospital ("Premises"); and

Whereas, the County of Edgefield, a body politic and corporate and a subdivision of the State of South Carolina ("Subtenant") desires to maintain, use and have access to an 11'x15' (165 sq. ft.) portion of the Premises as a morgue for use by the County Coroner and other officials (the "Contract Premises"); and,

Whereas, it is in the best interest of both the Landlord, the Tenant and the Subtenant that the Coroner facilities be located in the Premises for use by both the Tenant and the Subtenant;

Now therefore, this Sublease, entered into this 1st day of January, 2019 between the Tenant and the Subtenant hereinafter named:

1) DEFINITIONS AND CERTAIN BASIC PROVISIONS-

- (a) Tenant: Self Regional Healthcare Partners
- (b) Tenant's Address: c/o Self Regional Healthcare, 1325 Spring Street, Greenwood, SC 29646
- (c) Subtenant: County of Edgefield
- (d) Subtenant's Mailing Address: 124 Courthouse Square, Edgefield, SC 29824
- (e) Contract Premise Address: 300 Ridge Medical Plaza, Edgefield, SC 29824
- (f) Contract Premises: Approximately 165 square feet located in the Premises presently utilized as the County Morgue.
- (g) Lease Term: Commencing on the "Commencement Date" as hereinafter defined as January 1, 2019 and ending December 31, 2029, subject to any extensions and renewals given to the Tenant in the Lease.
- (h) Annual Rent: \$ 1.00 per year, payable in advance, as further defined in Article 3.
- (i) Permitted Use: County Morgue, as further defined in Article 6.

(j) The terms "Subtenant" and "Tenant" shall include, whenever the context permits or requires, a singular or plural, and the Heirs, Legal Representatives, Successors and Assigns of the respective parties.

2) **GRANT**- In consideration of the rents agreed to be paid and of the covenants and agreements made by the respective parties hereto, Tenant demises and leases to Subtenant, and Subtenant hereby leases from Tenant, the Contract Premises, upon the terms and conditions herein provided.

3) **RENTAL**- Subtenant agrees to pay Tenant, without notice, demand, deduction or offset whatsoever, as annual rent for the Contract Premises on the first day of each calendar year the rent (hereinafter the "Rent") as shown in Paragraph 1(h) of this Lease. No late charge shall be applicable to this payment.

4) **SECURITY DEPOSIT**- No Security Deposit shall be necessary for this Agreement.

5) **COMMENCEMENT OF TERM AND RENT**- The terms of this Lease and the accrual of rent hereunder shall occur on January 1, 2019.

6) **USE OF PREMISES**-

(a) It is understood and agreed that the Contract Premises will be used and occupied by Subtenant solely for use as a morgue in accordance with past practices of Subtenant (i.e., storage of human corpses awaiting identification or removal for autopsy or respectful burial, cremation or other method) and for no other purpose without the written consent of Tenant. As an inducement to Tenant to execute this Lease, Subtenant agrees to conduct its business in the Contract Premises on the days and during the hours which are generally accepted as the times of operation of the Premises. So long as there is space available in the Contract Premises and Tenant's activities in the Contract Premises do not unreasonably interfere with the operation and use of the Contract Premises by

Subtenant, Tenant may also utilize the Contract Premises from time to time as a morgue, subject to reasonable rules and regulations as to access and security promulgated by Subtenant from time to time. To the extent of any use by Tenant of the Contract Premises, Tenant shall comply with all requirements as to operation and use of the Contract Premises imposed on Subtenant.

(b) Subtenant shall not use the Contract Premises for any illegal trade or purpose. Subtenant shall at all times comply in its occupancy and use with all applicable local ordinances and all state and federal laws and regulations relating thereto. Subtenant shall refrain from permitting any nuisance or unlawful practice to be carried on within the Contracted Premises. Subtenant agrees to endeavor to keep the Contract Premises in such a manner so as not to disturb occupants of the Premises and so as not to detract from the reputation and integrity of the Premises.

(c) Tenant shall be entitled to reasonable nonexclusive pedestrian and vehicle access to the Contract Premises over all existing driveways and sidewalks within the Premises and be permitted to utilize a reasonable number of parking spaces for personnel requiring access to the Contract Premises.

7) **CARE OF PREMISES-** Tenant, at no charge to the Subtenant, shall have responsibility for janitorial and cleaning services of the Contract Premises as reasonably required for proper operation and use of the Contract Premises by Subtenant. Tenant shall keep the entryways and delivery areas adjacent to the Contract Premises in reasonable condition and repair. Subtenant shall operate and use the Contract Premises in a commercially reasonable manner to maintain the general cleanliness of the Contract Premises.

Subtenant shall be solely responsible for maintenance and repair of the Contract Premises, including internal and exterior areas and all equipment supporting the operation of the Contract Premises and shall maintain the Contract Premises in good condition and repair.

Tenant shall undertake maintenance and repair of the Contract Premises as reasonably requested by Subtenant from time to time, but with Subtenant to reimburse Tenant for all direct and indirect costs reasonably incurred in connection with such maintenance and repair activities within thirty (30) days after a bill has been submitted for such services by Tenant to Subtenant.

Tenant shall, at its expense, provide for the regular removal of all trash, rubbish and garbage from the Contract Premises. Tenant and Subtenant shall also abide by any promulgated regulations for disposition of medical waste and hazardous substances.

8) **FIXTURES AND INTERIOR ALTERATIONS-** If Tenant shall undertake maintenance and repair, Subtenant shall have the right to approve in advance any and all interior alterations or modifications to Contract Premises. Such approval shall not be unreasonably withheld. Any alterations or improvements in and to the Contract Premises shall be undertaken in accordance with the Lease and shall not unreasonably interfere with Subtenant's normal operation and use of the Contract Premises. Upon approval, the Tenant shall make such alterations, additions or improvements in a good workmanlike manner and in accordance with all requirements or municipal or other governmental authorities.

9) **INDEMNIFICATION-** Subtenant shall bear all risk of loss related to the Contract Premises and shall be solely responsible for the cost of all repairs resulting from any casualty that may occur.

10) **GENERAL DAMAGE AND FIRE DAMAGE-** All property kept, stored or maintained in the Contract Premises except any personal property of Tenant shall be so kept, stored or maintained at the sole risk of Subtenant.

- 11) **HAZARD INSURANCE BY LESSOR**- Tenant will carry and maintain or cause to be maintained fire insurance with extended coverage on the Contract Premises.
- 12) **UTILITIES**- Tenant shall provide electrical service for normal operations of the Contract Premises as presently conducted at no charge to Subtenant, but if any additional equipment is added to the Contract Premises which increases the utility load, Tenant may in its discretion submeter the power usage of Sub-Tenant regarding the operation of the Contract Premises and bill Subtenant monthly for the direct costs of such utility usage as indicated by the submeter.
- 13) **ASSIGNMENT AND SUBLETTING**- Subtenant may not assign this Lease or sublet the Contract Premises or any part thereof. In the event of a sale or transfer of the Premises, Lessor shall have the privilege of assigning this Sublease, provided that at the time of such assignment, the assignee thereof shall execute and deliver to Subtenant an assumption agreement by which the assignee shall assume all the responsibilities and obligations of Lessor hereunder.
- 14) **SUBORDINATION**- Tenant agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgages (which term shall include all security instruments) that may be placed on the Contract Premises by Landlord.
- 15) **NO JOINT VENTURE**- The relationship of the parties is that of Lessor and Tenant only, and nothing in this Lease shall be construed as creating a partnership, joint venture, principal, agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.
- 16) **GOVERNING LAW**- This Lease shall be governed by the laws of the State of South Carolina.

17) **ENTIRE AGREEMENT-** This Lease contains all of the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The Lease may not be changed or terminated orally. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Lessor and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

Tenant and Subtenant shall utilize a good faith reasonable efforts to address any other matters that may arise involving the use of the Contract Premises to promote the harmonious occupancy and utilization of the Premises and the Contract Premises as adjoining areas and minimize interference by either Tenant or Subtenant with the permitted activities of the other party.

IN WITNESS WHEREOF, the parties hereto have set their Hands and Seals the day and year first above written.

IN THE PRESENCE OF:

TENANT:

Self Regional Healthcare Partners, a South Carolina nonprofit corporation

Witness: [Signature]

Witness: [Signature]

BY: James A. Puffo

Its: Chair, SRHP Board

SUBTENANT:

Edgefield County, a body politic and corporate and a subdivision of the State of South Carolina

Witness: Jennifer Hillery

Witness: [Signature]

BY: Dean Colute

Its: County Council Chairman