

RESOLUTION NO. _____

ADOPTED: _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO SIGN TWO (2) LEASE
AGREEMENTS AND ONE (1) SUB-LEASE AGREEMENT BETWEEN SALT
LAKE COUNTY AND SALT LAKE COMMUNITY ACTION PROGRAM

RECITALS

A. Salt Lake County (the “County”) owns and manages the Copperview Recreation Center, located at 8446 Harrison Street, Midvale, Utah 84047, and the Redwood Recreation Center, located at 3060 South Lester Street, West Valley City, Utah 84119.

B. The County leases property from the Granite School District commonly known as the Hillview Elementary School, located at 4405 South 1025 East, Salt Lake City, Utah 84124, and operates the Millcreek Activity Center from that location.

C. Founded in 1965, Salt Lake Community Action Program (hereinafter “SLCAP”), is one of the largest nonprofit agencies dedicated to fighting poverty and its root causes in Utah. Today, SLCAP serves over 60,000 people annually through six core programs – Adult Education, Case Management & Housing, Head Start Preschool, HEAT Utility Assistance, Nutrition, and Weatherization for Homes.

D. SLCAP desires to lease from County space at the Copperview Recreation Center, the Redwood Recreation Center, and sub-lease space at the Millcreek Activity Center (hereinafter referred to as the “Properties”), to run and operate its Head Start Preschool program, on the following terms and conditions;

1. Copperview Recreation Center: SLCAP to lease approximately four thousand three hundred fifty four (4,354) square feet of classroom space at a rate of two thousand five hundred dollars (\$2,500.00) per year, on the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit 1, and

incorporated herein by this reference.

2. Redwood Recreation Center: SLCAP to lease approximately two thousand one hundred (2,100) square feet of space at a rate of two thousand two hundred dollars (\$2,200.00) per year, on the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit 2, and incorporated herein by this reference.

3. Millcreek Activity Center: SLCAP to sub-lease approximately eight hundred forty six (846) square feet of classroom space at a rate of two thousand dollars (\$2,000.00) per year, on the terms and conditions set forth in the Sub-Lease Agreement attached hereto as Exhibit 3, and incorporated herein by this reference.

E. Pursuant to Section 17-50-303(3)(a) of the Utah Code, it has been determined that sub-leasing and leasing the Properties to SLCAP contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of County residents, and may be done at these reduced rates.

F. It has been determined that the best interests of the County and the general public will be served by County entering into the Sub-Lease and Lease Agreements with SLCAP, on the terms and conditions provided in the Sub-Lease and Lease Agreements.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Sub-Lease and Lease Agreements, attached hereto as Exhibits 1, 2, and 3, and by this reference made a part of this Resolution, are hereby approved; and the Mayor is hereby authorized to execute said Sub-Lease and Lease Agreements.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member DeBry voting _____
Council Member Granato voting _____
Council Member Winder-Newton voting _____
Council Member Snelgrove voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
(Copperview Recreation Center Lease Agreement)

Lease Agreement
between
SALT LAKE COUNTY
and
SALT LAKE COMMUNITY ACTION PROGRAM
[For Head Start Program At Copperview Recreation Center]

THIS LEASE AGREEMENT (this "Lease" and/or "Agreement") is between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah, on behalf of its Parks and Recreation Division (the "County"), and **SALT LAKE COMMUNITY ACTION PROGRAM**, a Utah non-profit corporation, with its principal place of business at 1307 South 900 West, Salt Lake City, Utah 84104 ("Lessee"). County and Lessee may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS:

- A. The County owns and operates certain real property commonly known as the Copperview Recreation Center, located at 8446 South Harrison Street, Midvale, Utah 84047.
- B. Lessee operates a Head Start childcare and education program and desires to offer its Head Start program at the Copperview Recreation Center.
- C. The County desires to accommodate Lessee's Head Start Program and desires to lease classroom space to Lessee at the Copperview Recreation Center for the Head Start Program.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
LEASED PREMISES

Section 1. **Leased Premises.** The County hereby leases to the Lessee approximately 4354 square feet of classroom space at the Copperview Recreation Center, including the Blue, Green, and Yellow classrooms and the Common Area, as shown on Exhibit "A" (attached hereto and incorporated herein by this reference), hereinafter referred to as the "Property". It is understood and agreed to by the Parties that Lessee will only occupy the Property as follows: the Blue, Green, and Yellow classrooms and Common Area lease will start each year on the 25th of August, and Lessee will leave the Blue and Green classrooms and the Common Area of the Property vacant by May 31st, of each year. Except for the Yellow room as outlined below, Lessee will leave the Property free of Lessee's furniture and large items from June 1st to August 24th, of each year so that County can use the Common Area and the Blue and Green classrooms.

For small items, County will provide a locked area for the Lessees' Head Start supplies during the periods when Lessee has vacated the Property. County will provide the Yellow room for a year-round classroom from June 1st to August 24th, of each year.

ARTICLE 2
TERM; BASE RENT

Section 2.1 **Term.** This Lease shall commence upon the date this Lease is signed by the last Party to sign it (as indicated by the date stated under that Party's signature) and shall continue in effect until May 31, 2026, unless sooner terminated in accordance with law or the provisions of this Lease.

Section 2.2 **Consideration.** Lessee shall pay County rent in the amount of two thousand five hundred dollars (\$2,500.00) per year, to offset loss of weekend revenue from space rentals. This will be invoiced on a quarterly basis. Lessee shall pay County utilities in the amount to be determined by County each quarter based on square footage of use by Lessee and the utility rate per square foot during the portion of the year that the space is actually used under this agreement. The utility costs will also be invoiced quarterly.

ARTICLE 3
LEASING BY LESSEE

Section 3.1. **Leasing.** Lessee shall not sublet the Property or any part thereof or assign this Lease without the prior written consent of County, nor shall Lessee use the Property or permit to be used for any other purpose that herein stated without the prior written consent of County.

Section 3.2. **Use of Property.** The property shall be used exclusively by Lessee for office space and a childcare facility.

Section 3.3. **Return of Property.** Upon termination of this Lease, Lessee agrees to return the Property to County in as good a condition as when received, reasonable wear and tear excepted. At the end of each school year, Lessee shall deep clean the Property and make any necessary repairs at Lessee's sole cost and expense.

ARTICLE 4
MAINTENANCE AND USE

Section 4.1. **Acceptance of Leased Property.** Lessee acknowledges that it has inspected the Head Start Space and accepts it in its condition as of the date of this Lease "AS IS" and that the County makes no warranties, implied or explicit, including no warranties of habitability or fitness for a particular purpose. The County disclaims all warranties and the Lessee accepts these spaces as such.

Section 4.2. **Responsibility for Maintenance:** The County and Lessee's responsibilities for maintenance of the Property is as follows:

- A. County shall be responsible for the roof, exterior walls, interior walls, structural

repairs, exterior painting, yard surfacing, plumbing lines, heating and air conditioning, electrical lines, trash removal of facility dumpster, snow removal and pest control.

B. Lessee shall be responsible for interior painting, equipment and fixtures, trash removal inside rented space, and janitor services.

C. County shall pay for power, water, sewer, fire insurance on Property and glass insurance.

D. Lessee shall pay for telephone services, personal property taxes, and fire insurance on personal property.

Section 4.3. **No Alterations to Property.** Lessee agrees not to alter or make structural changes to the Property during the term of this Lease without the prior written consent of the County.

Section 4.4. **Waste and Nuisance.** Lessee shall not commit any waste upon the Property and shall not conduct any activity on the Property that is or becomes unlawful, prohibited or a nuisance or that may cause damage to the County or to other third parties.

Section 4.5. **Compliance with Laws.** Lessee shall comply with and abide by all laws, ordinances, rules and regulations of all municipal, county, state and federal authorities that are now in force or that may hereafter become effective with respect to the use and occupancy of the Property and shall ensure that the Head Start Space complies with the same.

Section 4.6. **Right to Enter.** County, its agents and its other representatives shall have the right without abatement of rent to enter upon the Head Start Space with 24 hours prior written notice to the Lessee for the purposes of inspecting the same and making such repairs and alterations to the Head Start Space as may be necessary for the maintenance, safety and repair thereof.

Section 4.7. **Ownership of Improvements.** The ownership of any and all permanent improvements and repairs which Lessee shall make or install in or on the Property shall remain with the Property at the expiration of this Lease.

ARTICLE 5

LIABILITY INSURANCE; INDEMNIFICATION

Section 5.1. **Obligation to Maintain Insurance.** Lessee covenants and agrees, at its sole cost and expense throughout the Lease Term, to obtain, keep and maintain in full force and effect for the benefit of the County, the following minimum insurance coverage:

5.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Lease, and (ii) be

maintained for a period of at least three (3) years following the end of the term of this Lease or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. Lessee shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Lessee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

E. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the County in a manner approved by the Salt Lake County District Attorney.

F. In the event Lessee fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and charge payments to Lessee for the costs of said insurance, or to terminate this Lease.

5.1.2. REQUIRED INSURANCE POLICIES.

Lessee agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000.00) general policy. The policy shall protect the County, Lessee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Lessee's operations under this Lease, whether performed by Lessee itself, any subcontractor, or anyone directly or indirectly employed by either of them or any agents or invitees. Such insurance shall provide coverage for premises

Section 7. **Surrender**. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Property in the same condition or better as it existed upon delivery of possession thereof, reasonable wear and tear excepted. Lessee shall surrender all keys for the Property to the County at the place then fixed for the submission of Notices as provided herein and shall inform the County of all combinations on locks, safes and vaults, if any, in the Property.

ARTICLE 8 **DEFAULT; REMEDIES**

Section 8.1. **Default By Lessee**. The following shall be an event of default (“**Event of Default**”) by Lessee under this Lease: The Lessee’s failure in the performance or observation of any of the other agreements of this Lease to be kept, observed or performed by the Lessee and such failure shall continue for sixty (60) days after written notice by the County to the Lessee; provided, however, that if the Lessee proceeds with due diligence during such sixty (60) days to cure such default, and it is unable by reason of the nature of the work involved or action required or unavoidable delays to cure the same within said sixty (60) days, the time to so cure shall be extended by an additional period not to exceed a reasonable time.

Section 8.2. **County’s Remedies**. Upon the occurrence of an Event of Default, the County shall have all of the rights and remedies available to it under applicable law including, without limitation, the right to re-enter the Property and remove all persons and property therefrom. Such property shall, at the County’s sole discretion, be removed and stored in a public warehouse or elsewhere at the Lessee’s sole cost. Should the County elect to re-enter as herein provided, or should it take possession of the Property pursuant to legal proceeding, or pursuant to any notice provided by law, it may either terminate this Lease, or it may from time to time without terminating this Lease, relet the Property, or any part thereof, for such term(s) and at such rental(s) and upon such other terms and conditions as the County in its sole discretion may deem advisable.

Notwithstanding any provision hereof to the contrary, no such re-entry or taking possession of the Property by the County shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the Lessee or unless the termination thereof be decreed as an election by a court of competent jurisdiction. Further, notwithstanding any such reletting without termination, the County may at any time thereafter elect to terminate this Lease for any breach hereof by the Lessee and, in addition to any other remedy it may have, it may recover from the Lessee all damages it may incur by reason of such breach, including the costs of re-entering the Property.

Section 8.3. **Default By the County; the Lessee’s Remedies**. The County shall be in default hereunder if it fails to fulfill any of the covenants and conditions as herein provided to be performed by the County within thirty (30) days of the Lessee’s written notice of the default to the County, or such longer period of time as may be reasonably necessary to cure the default if it is impossible or impracticable to cure the same within thirty (30) days; provided, however, that if the nature of the problem presents a serious hazard or emergency, the County shall perform its obligations as immediately as possible under the then circumstances. If the County defaults

hereunder and such default is not cured as provided above, then, in addition to any other rights and remedies available to the Lessee under applicable law, the Lessee shall be entitled to perform the obligations and be reimbursed by the County for the sum it actually expends in the performance of the County's obligations. In no event shall the County's liability to the Lessee under this Lease in the event of a default by the County exceed the total annual rent County charges to Lessee.

ARTICLE 9 **TERMINATION**

Section 9.1. **Termination.** The Parties agree this Lease may be terminated by either Party upon sixty (60) days written notice prior to the desired termination date. Upon such termination Lessee agrees to vacate the Property on the termination date and return possession thereof to County.

Section 9.2. **Permitted Use.** If the Property are used or permitted to be used contrary to the provisions of this Lease, or Lessee is in default of any provision of this Lease, County may immediately terminate this Lease without liability and hold Lessee liable for any damages or loss which may arise from said termination.

ARTICLE 10 **HAZARDOUS SUBSTANCES/WASTES**

Section 10.1. **No Hazardous Materials.** The Lessee hereby represents, warrants and certifies that, during the entire period of the Lessee's occupancy of the Property, there will be no disposal, release or threatened release of hazardous substances or hazardous wastes on the Property. For purposes of this Lease, the terms "disposal," "release," "threatened release," and "hazardous wastes" shall mean and include any hazardous, toxic or dangerous waste, substance or material, or any disposal, discharge or release, or threatened release, or any defined as such in (or for the purposes of) the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, relating to any hazardous, toxic or dangerous wastes, substances or materials, as now or at any time hereafter in effect (the "Environmental Laws").

Section 10.2. **Environmental Inquiries.** From and after the date of this Lease, the Lessee shall immediately notify the County of the occurrence of any inquiries, on-site inspections, or the like by any federal or state governmental agency or entity relating to the Lessee's or the Property's compliance with the applicable Environmental Laws. If any such inspection or inquiry results in a notice of violation of one or more the Environmental Laws or the like, the Lessee shall promptly notify the County of such violations (including providing to the County a photocopy of any written findings, notice, order, or the like, and the Lessee shall immediately undertake all actions necessary to remedy and cure any such violations attributable to a breach of the Lessee's obligations under section 10.1 above.

Section 10.3. **Indemnification.** Notwithstanding anything to the contrary herein, the Lessee shall indemnify the County (and any successors to the County's interest in the chain of title to the Property) against (a) any and all claims, damages and liabilities arising in any way in

connection with the presence, use, storage, disposal, or transfer of any hazardous materials on the Property, including, without limitation, all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of hazardous materials by the Lessee or any person taking an interest in the Property by, through, or under the County, and (b) all costs of any required or necessary repair, cleanup, or detoxification, whether such action is required or necessary prior to or following the termination or earlier expiration of this Lease, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage or release, threatened release or disposal of hazardous materials onto the Property by the Lessee or by any person taking an interest therein by, through or under the Lessee. The Lessee's obligations pursuant to the foregoing indemnification shall survive the expiration or earlier termination of this Lease.

Section 10.4. **Current Compliance**. The County hereby represents to the Lessee that, to the best of the County's current actual knowledge, but without any due diligence, as of the date of this Lease, the Property complies with all Environmental Laws.

ARTICLE 11 **GENERAL**

Section 11.1. **Notices**. Any notice, demand, request or other instrument (collectively referred to herein as the "Notice") required or permitted under this Lease to be given or transmitted between the Parties shall be either personally delivered or mailed postage prepaid by certified or registered mail, addressed as follows:

Sub-Lessee:	Salt Lake Community Action Program 1309 South 900 West Salt Lake City, Utah 84104
County:	Salt Lake County Division of Parks and Recreation 2001 S. State Street, #S4-700 Salt Lake City, UT 84190
with a copy to:	Salt Lake County Real Estate Section 2001 South State Street, #S3-120 Salt Lake City, Utah 84114-4575
with a copy to:	Copperview Recreation Center 8446 South Harrison Street Midvale, Utah 84047

Any Notice which is mailed shall be effective on the third business day following its date of mailing. Either Party may, by Notice to the other Party given as prescribed in this Section 11.1, change its above-described address for any future Notices that are mailed under this Lease.

Section 11.2. **Quiet Enjoyment**. The County covenants that so long as the Lessee performs all of its obligations under this Lease, the Lessee shall peacefully and quietly have, hold and enjoy the Property for the term of this Lease.

Section 11.3. **Waiver.** The failure of the County to insist in one or more instances upon a strict performance of any of the Lessee's obligations under this Lease or to exercise any option or right given to the County hereunder shall not be construed as a waiver or relinquishment of any right, remedy or option under this Lease. If the County does waive any breach of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition or of any other term, covenant or condition contained in this Lease. No covenant, term or condition of this Lease shall be deemed to have been waived by the County unless such waiver is in writing signed by the County.

Section 11.4. **Entire Agreement and Modification of Agreement.** This Lease sets forth all the covenants, agreements, conditions and understandings between the County and the Lessee concerning the Property and there are no covenants, agreements, conditions or understandings, either oral or written, between the County and the Lessee other than those that are herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Parties unless reduced to writing and signed by them.

Section 11.5. **Captions and Section Numbers.** The captions and section numbers occurring in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section of this Lease.

Section 11.6. **Number and Gender.** Words in the neuter gender as used in this Lease shall be deemed to include the masculine and feminine genders, and words in the singular shall be held to include the plural whenever the sense requires.

Section 11.7. **Savings Clause.** If any provision of this Lease or the application thereof to any person or circumstance shall be found to be illegal or void to any extent, then the remainder of this Lease, or the application of the provisions of this Lease to persons or to circumstances other than those to which it is held invalid and unenforceable, shall nevertheless continue in force and effect to the fullest extent possible.

Section 11.8. **Time of the Essence.** Time is of the essence in this Lease.

Section 11.9. **Force Majeure.** Either Party to this Lease shall be excused for the period of any delay in the performance of any obligations that are required hereunder, other than an obligation to pay rent or other monies, when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, pandemics, governmental regulations or controls, fire or other casualty, weather, inability to obtain any material services or acts of God.

Section 11.10. **Governing Law.** The laws of the state of Utah shall govern the validity, performance, interpretation and enforcement of this Lease and the obligations that are contained herein.

Section 11.11. **Authority.** Each individual executing this Lease does thereby represent and warrant to each other person(s) so signing (and to each other entity for which another person may be signing) (s)he has been duly authorized to execute and deliver this Lease in the capacity and

for the entity indicated.

Section 11.12. **Counterparts.** This Lease may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise but one and the same instrument.

Section 11.13 **No Agency.** Except as provided herein, officers, employees, representatives or agents of each Party shall not be deemed to be agents of the other Party.

Section 11.14. **Ethical Standards.** The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) 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 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, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

ARTICLE 12 **ATTORNMENT**

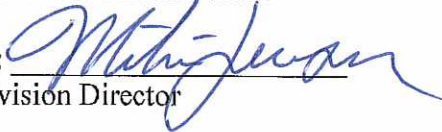
Section 12. If the County's interest in the Property is transferred in any manner, the Lessee shall attorn to the transferee of or successor to the County's interest in the Property and recognize such transferee or successor as Lessor under this Lease. The Lessee waives the protection of any statute or rule of law which gives or purports to give the Lessee any right to terminate this Lease or surrender possession of the Property upon the transfer of the County's interest. In the event of such a transfer by the County or other party, the County shall be released of any further obligations under this Lease.

IN WITNESS HEREOF, the County, caused the Lease to be signed by its mayor or designee; and the Lessee caused this Lease to be signed, all on the day and year appearing below by their respective signatures.

Lessor: SALT LAKE COUNTY

By: _____
Its: Mayor or Designee
Date: _____

DIVISION APPROVAL:

By: 
Division Director

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2022.08.17 14:55:31
-06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

**Lessee: SALT LAKE COMMUNITY ACTION
PROGRAM**

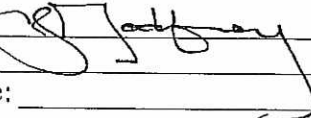
By: 
Its: _____
Date: _____

Exhibit A
(Depiction of Leased Premises)

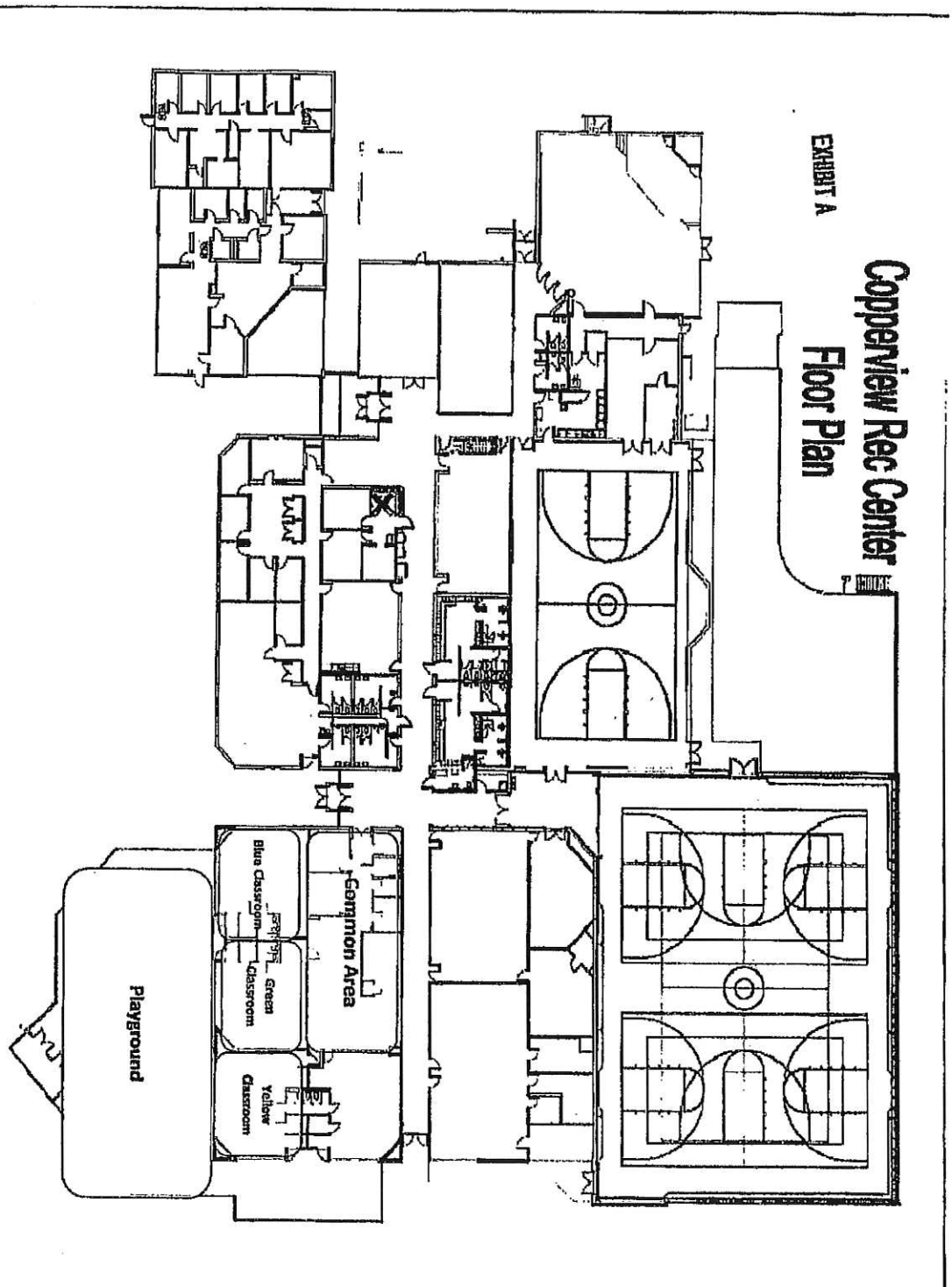


EXHIBIT 2
(Redwood Recreation Center Lease Agreement)

County Contract No. _____
District Attorney No. _____

LEASE AGREEMENT
between
SALT LAKE COMMUNITY ACTION PROGRAM
and
SALT LAKE COUNTY
[Redwood Recreation Center]

THIS LEASE AGREEMENT is between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "OWNER" for its Redwood Recreation Center and the SALT LAKE COMMUNITY ACTION PROGRAM, a Utah nonprofit corporation, hereinafter referred to as "TENANT". OWNER and TENANT may each be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Parties represent and agree as follows:

1. OWNER hereby leases to TENANT approximately 2100 square feet of space as shown on Exhibit A (attached hereto and made a part hereof) in the Redwood Recreation Center located at 3060 S. Lester St, West Valley City, UT 84119 (the "Premises"). It is understood and agreed by both TENANT and OWNER that TENANT will only occupy the leased spaces shown more specifically in Exhibit A, attached hereto and incorporated herein by this reference. During the months of June, July and the first 3 weeks of August, TENANT will leave the Premises vacant and free of TENANT'S furniture so that OWNER can use the Premises. OWNER will provide storage space for the TENANT'S supplies during the periods when TENANT vacates the Premises.

2. This Lease Agreement ("Agreement") shall commence on the date signed by the last party to sign it (as indicated by the date under that party's signature) and continue through

May 31st, 2026, unless sooner terminated in accordance with law or the provisions of this Agreement.

3. TENANT shall pay OWNER rent in the amount of two thousand two hundred dollars (\$2,200.00) annually to offset loss of weekend revenue from space rentals. This will be invoiced on a quarterly basis. TENANT shall pay OWNER utilities in the amount to be determined by OWNER each quarter based on square footage of use by TENANT and the utility rate per square foot during the portion of the year the leased space is actually used under this Agreement, as shown in Exhibit B, attached hereto and incorporated by reference. Utility costs will also be invoiced quarterly. Rent and utilities are payable within thirty (30) days after receipt of invoice.

4. The TENANT shall not sublet said Premises or any part thereof or assign this Agreement without the prior written consent of OWNER, nor shall 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 and a childcare facility.

6. Upon termination of this Agreement, TENANT agrees to return said leased Premises to OWNER in as good a condition as when received, reasonable wear and tear excepted. At the end of each school year, TENANT will deep clean the leased Premises and make any necessary repairs at TENANT'S sole cost and expense.

7. Responsibility for maintenance shall be as indicated: OWNER responsible for (O); TENANT responsible for (T); Roof (O), Exterior Walls (O), Interior Walls (O), Structural Repair (O), Interior Painting (T), Exterior Painting (O), Yard Surfacing (O), Plumbing lines (O), Equipment and Fixtures (T), Heating and Air Conditioning Equipment (O), Electrical Lines (O) Trash Removal Inside Rented Space (T), Trash Removal of Facility Dumpster (O), Snow Removal (O), Janitor (T), Pest Control (O).

8. Responsibility for payment shall be as indicated: TENANT responsible for (T); OWNER responsible for (O); Power (O), Heat (O), Water (O), Sewer (O), Telephone (T), Personal Property Tax (T), Fire Insurance on Building (O), Fire Insurance on Personal Property (T), Glass Insurance (O).

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

10. TENANT shall indemnify, defend and hold OWNER harmless as to any damages or liability resulting from TENANT's acts or omissions to act arising out TENANT's use of the Premises and shall not permit dangerous conditions to prevail on the leased Premises during the term of this Agreement.

11. Insurance.

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to OWNER.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

a. Currently rated A- or better by A.M. Best Company;

—OR—

b. Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

3. TENANT shall furnish certificates of insurance, acceptable to OWNER, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. TENANT shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

4. TENANT's insurance policies shall be primary and non-contributory to any other coverage available to OWNER. The general liability policy shall be endorsed with a waiver of subrogation in favor of OWNER.

5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, TENANT shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by OWNER, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to OWNER.

6. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to OWNER in a manner approved by the County District Attorney.

7. In the event TENANT fails to maintain and keep in force any insurance policies as required herein OWNER shall have the right at its sole discretion to obtain such coverage and increase the rent paid by TENANT to include the costs of said insurance.

B. REQUIRED INSURANCE POLICIES

TENANT, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

Commercial general liability insurance, on an occurrence form, with OWNER as an additional insured, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000.00) general policy aggregate. The policy shall be endorsed to include Abuse and Molestation coverage, food preparation/food borne illness coverage, liability for dispensing medications, and Premises medical coverage. The policy shall protect OWNER and TENANT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from TENANT's operations under this Agreement, whether performed by TENANT itself, or anyone directly or indirectly employed or engaged by TENANT. Such insurance shall provide coverage for Premises operations but shall not be limited to acts on the childcare Premises. The policy shall be primary

and not contributing to any other policy or coverage available to OWNER whether such coverage be primary, contributing or excess.

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 of this Agreement or for any other necessary or reasonable purpose of OWNER.

13. The ownership of any and all permanent improvements and repairs which the TENANT shall make or install in or on said Premises shall remain with the Premises at the expiration of this Agreement.

14. Either party may terminate this Agreement upon giving the other party sixty (60) days written notice of the day of such intended termination without penalty or costs being assessed against the terminating party. 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, or TENANT is in default of any other provision of this Agreement, the OWNER may immediately terminate this Agreement without liability and hold the TENANT liable for any damages or loss which may arise from said termination.

16. All official notices to be given hereunder shall be in writing to each of the respective Parties at the following addresses or such address as either Party may designate in writing.

To TENANT at: Salt Lake Community Action Program
1307 South 900 West
Salt Lake City, Utah 84104

To OWNER at: Salt Lake County Parks and Recreation Division
2001 South State Street, S4-700
Salt Lake City, Utah, 84190

And at: Redwood Recreation Center
3060 S. Lester St
West Valley City, UT 84119

And at: Salt Lake County Real Estate Section
2001 South State Street, S3-110
Salt Lake City, Utah 84190-2000

IN WITNESS HEREOF, the Parties have executed this Lease Agreement or caused it to be executed by their duly authorized officials.

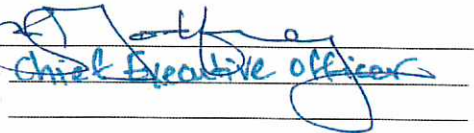
[Signature page follows]

OWNER: SALT LAKE COUNTY

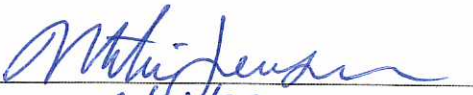
By: _____
Mayor or Designee

Date: _____

TENANT: SALT LAKE COMMUNITY ACTION PROGRAM

By:  _____
Title: Chief Executive Officer _____
Date: _____

SALT LAKE COUNTY PARKS AND RECREATION DIVISION

By:  _____
Date: 8/16/22 _____

Reviewed and Advised as to Form and Legality:

Digitally signed by
John E. Diaz John E. Diaz
Date: 2022.08.19
12:19:46 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A

Redwood Rec. Center Floor Plan Exhibit A.

6

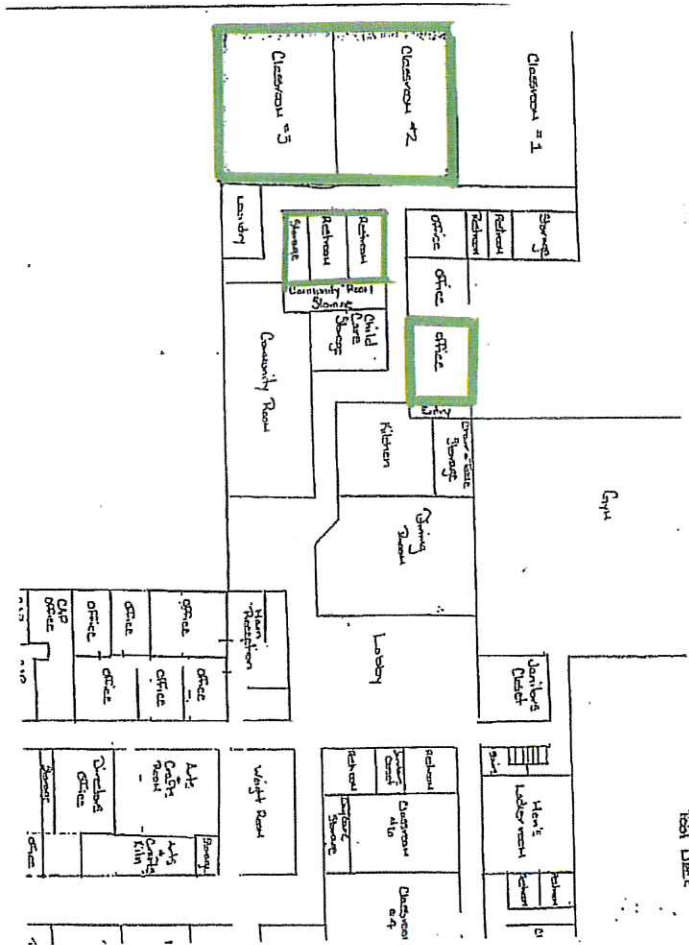


EXHIBIT B

Exhibit "B" Invoicing for Rent and Utility Fee

Lease agreement between
Salt Lake Community Action Program and Salt Lake County
(Redwood Recreation Center)

1. Utility billing for the months of August through May.
2. Utility fees will be based on square footage, for the portion of the building used.
 - a. Classroom #2 and #3, one office, storage room, adjoining playground, and non-exclusive use of kitchen. Area square footage = 2100 sf

<u>Rent/Utility Month(s)</u>	<u>Billing Month</u>
Jan//Feb/Mar	Apr
Apr/May/Jun	Jul
Jul/Aug/Sep	Oct
Oct/Nov/Dec	Jan

EXHIBIT 3
(Millcreek Activity Center Sub-Lease Agreement)

SUB-LEASE AGREEMENT
between
SALT LAKE COUNTY
and
SALT LAKE COMMUNITY ACTION PROGRAM
[For Head Start Program At Millcreek Activity Center]

THIS SUB-LEASE AGREEMENT (this “Sub-Lease”) is between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah, on behalf of its Parks and Recreation Division (the “County”), and **SALT LAKE COMMUNITY ACTION PROGRAM**, a Utah non-profit corporation, with its principal place of business at 1307 South 900 West, Salt Lake City, Utah 84104 (“Sub-Lessee”).

RECITALS

- A. The County leases property located at approximately 4405 South 1025 East in Salt Lake County from Granite School District known as the Hillview Elementary School Property (the “School Property”) for purposes of providing childcare and operating recreation programs. Hillview Elementary is known as the Millcreek Activity Center by Salt Lake County.
- B. Sub-Lessee operates a Head Start child care and education program and desires to offer its Head Start program at the Millcreek Activity Center.
- C. The County desires to accommodate Sub-Lessee’s Head Start Program and desires to sub-lease classroom space to Sub-Lessee on the School Property for the Head Start Program.
- D. The County and the Owner of the School Property entered into a Lease Agreement on August 9, 2022, for a term of four (4) years, which authorized the County to sub-lease the premises to the Head Start or Early Head Start programs.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
SUB-LEASED PREMISES

Section 1. **Sub-Leased Premises.** The County hereby sub-leases to the Sub-Lessee approximately 1,040 square feet of classroom space at the School Property. The County further licenses to Sub-Lessee access to approximately 846 square feet of recreation space at the School Property for 16 hours of use each week. The sub-leased classroom space and licensed recreation space are collectively referred to herein as the “Head Start Space.” During the months of June,

July and the first 3 weeks of August, the Sub-lessee will leave the premises vacant and free of furniture so that the County can use the premises. The Head Start Space is delineated on Exhibit "A" hereto.

ARTICLE 2

TERM - BASE RENT

Section 2.1. **Term.** This Sublease shall commence upon the date this Sub-Lease is signed by the last party to sign it (as indicated by the date stated under that party's signature) and shall continue in effect until May 31, 2026, or until County's Lease Agreement with Granite School District for the School Property is earlier terminated; whichever shall first occur.

Section 2.2. **Consideration.** Sub-Lessee shall pay County rent in the amount of two thousand dollars (\$2,000.00) per year. This will be invoiced on a quarterly basis. Sub-lessee shall pay County utilities in the amount to be determined by County each quarter based on square footage of use by Sub-lessee and the utility rate per square foot during the portion of the year that the space is actually used under this agreement.

ARTICLE 3

MAINTENANCE AND USE

Section 3.1. **Acceptance of Sub-Leased Premises.** Sub-Lessee acknowledges that it has inspected the Head Start Space and accepts it in its condition as of the date of this Sub-lease "AS IS" and that the County makes no warranties, implied or explicit, including no warranties of habitability or fitness for a particular purpose. The County disclaims all warranties and the Sub-Lessee accepts these spaces as such.

Section 3.2. **County's Maintenance and Repair Obligations.** The County agrees to:

A. Be responsible for providing and paying for all utilities, including, but not limited to electricity, gas, water, telephone, internet, cable/satellite television, garbage removal and sewer services, necessary for the reasonable maintenance and use of the Head Start Space as provided herein.

B. Provide all necessary labor, equipment and materials for the maintenance of the School Property and assume all renovation, operating, and maintenance costs, including utilities, associated with its occupancy and use of the Building for a child day care facility. The County may, but at the County's sole cost and expense, in a good and workmanlike manner make such alterations to the Building as the County reasonably may require for its permitted use of the Building. No such alterations or repairs shall materially alter the basic character, or weaken any part of the Building.

Section 3.3. **Use.** The Sub-Lessee shall use the Head Start Space solely for the purposes and uses described herein.

Section 3.4. **Waste and Nuisance.** Sub-Lessee shall not commit any waste upon the School Property and shall not conduct any activity on the School Property that is or becomes

unlawful, prohibited or a nuisance or that may cause damage to the County or to other third parties.

Section 3.5. **Compliance with Laws.** Sub-Lessee shall comply with and abide by all laws, ordinances, rules and regulations of all municipal, county, state and federal authorities that are now in force or that may hereafter become effective with respect to the use and occupancy of the School Property and shall ensure that the Head Start Space complies with the same.

Section 3.6. **Right to Enter.** County, its agents and its other representatives shall have the right without abatement of rent to enter upon the Head Start Space with 24 hours prior written notice to the Sub-Lessee for the purposes of inspecting the same and making such repairs and alterations to the Head Start Space as may be necessary for the maintenance, safety and repair thereof.

ARTICLE 4 **COUNTY REPRESENTATIONS - ASSIGNMENT**

Section 4.1. **County Representation.** The County hereby warrants that it is entitled to enter into this Sub-Lease Agreement with Sub-Lessee.

Section 4.2. **Assignment.** Sub-Lessee may not sublet the Head Start Space or any part thereof or assign this Sub-Lease.

ARTICLE 5 **LIABILITY INSURANCE - INDEMNIFICATION**

Section 5.1. **Obligation to Maintain Insurance.** Sub-Lessee covenants and agrees, at its sole cost and expense throughout the Sub-Lease Term, to obtain, keep and maintain in full force and effect for the mutual benefit of Granite School District, the County, and such additional individuals as may be designated in writing by the parties, a broad form comprehensive liability insurance policy or policies or may maintain a comparable self-insurance program (hereinafter collectively referred to as the "**Liability Policy**") against claims for damage or injury to persons or property arising out of the use or occupancy of the Head Start Space up to the limitation of judgment amounts set forth in the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-604 (1953, as amended).

Section 5.2. As additional consideration for this Agreement, Sub-Lessee agrees to protect, defend, release, indemnify and hold harmless County, its officers, agents and employees (the County "Indemnitees") from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of work and material (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Sub-Lessee, its agents, representatives, officers, employees or subcontractors.

Section 5.3. Except to the extent that County's negligence was a proximate cause to losses incurred by Sub-Lessee, Sub-Lessee hereby releases County from, and agrees not to seek recourse against County with respect to, any claims, damages, fees, expenses or other losses proximately caused by third persons including, without limitation, third persons having licenses

or other interests in the Head Start Space.

Section 5.4. The provisions of Article 5 shall survive the termination of this Sub-Lease Agreement.

ARTICLE 6 **DAMAGE OR DESTRUCTION**

Section 6.1. **Extensive Destruction.** Either party shall have the right to terminate this Sub-Lease in the event of destruction of or damage to such Head Start Space that is so extensive as to make impractical the Sub-Lessee's use and occupancy thereof for a period reasonably expected to be in excess of one hundred eighty (180) days. Such termination must be accomplished through written notice given to the other party within thirty (30) days after the date of the destruction or damage.

Section 6.2. **Other Destruction.** In the event of any other destruction of or damage to the Head Start Space, or if neither party exercises the right of termination provided for in Section 6.1 above, then the County shall forthwith repair and reconstruct the Head Start Space. The County shall use its reasonable best efforts to commence such work within thirty (30) days after the date of the destruction or damage to such Head Start Space and shall complete such work within a reasonable time.

ARTICLE 7 **SURRENDER OF SPACE**

Section 7.1. **Surrender.** Upon the expiration or earlier termination of this Sub-Lease, Sub-Lessee shall surrender the Head Start Space in the same condition or better as it existed upon delivery of possession thereof, reasonable wear and tear excepted. Sub-Lessee shall surrender all keys for the Head Start Space to the County at the place then fixed for the submission of Notices as provided in Section 11.1 and shall inform the County of all combinations on locks, safes and vaults, if any, in the Head Start Space.

ARTICLE 8 **DEFAULT - REMEDIES**

Section 8.1. **Default By Sub-Lessee.** The following shall be an event of default ("Event of Default") by Sub-Lessee under this Sub-Lease: The Sub-Lessee's failure in the performance or observation of any of the other agreements of this Sub-Lease to be kept, observed or performed by the Sub-Lessee and such failure shall continue for sixty (60) days after written notice by the County to the Sub-Lessee; provided, however, that if the Sub-Lessee proceeds with due diligence during such sixty (60) days to cure such default, and it is unable by reason of the nature of the work involved or action required or unavoidable delays to cure the same within said sixty (60) days, the time to so cure shall be extended by an additional period not to exceed a reasonable time.

Section 8.2. **County's Remedies.** Upon the occurrence of an Event of Default, the County shall have all of the rights and remedies available to it under applicable law including, without limitation, the right to re-enter the Head Start Space and remove all persons and property

therefrom. Such property shall, at the County's sole discretion, be removed and stored in a public warehouse or elsewhere at the Sub-Lessee's sole cost. Should the County elect to re-enter as herein provided, or should it take possession of the Head Start Space pursuant to legal proceeding, or pursuant to any notice provided by law, it may either terminate this Sub-Lease, or it may from time to time without terminating this Sub-Lease, relet the Head Start Space, or any part thereof, for such term(s) and at such rental(s) and upon such other terms and conditions as the County in its sole discretion may deem advisable.

Notwithstanding any provision hereof to the contrary, no such re-entry or taking possession of the Head Start Space by the County shall be construed as an election on its part to terminate this Sub-Lease unless a written notice of such intention be given to the Sub-Lessee or unless the termination thereof be decreed as an election by a court of competent jurisdiction. Further, notwithstanding any such reletting without termination, the County may at any time thereafter elect to terminate this Sub-Lease for any breach hereof by the Sub-Lessee and, in addition to any other remedy it may have, it may recover from the Sub-Lessee all damages it may incur by reason of such breach, including the costs of re-entering the Head Start Space.

Section 8.3. **Default By the County; the Sub-Lessee's Remedies.** The County shall be in default hereunder if it fails to fulfill any of the covenants and conditions as herein provided by be performed by the County within thirty (30) days of the Sub-Lessee's written notice of the default to the County, or such longer period of time as may be reasonably necessary to cure the default if it is impossible or impracticable to cure the same within thirty (30) days; provided, however, that if the nature of the problem presents a serious hazard or emergency, the County shall perform its obligations as immediately as possible under the then circumstances. If the County defaults hereunder and such default is not cured as provided above, then, in addition to any other rights and remedies available to the Sub-Lessee under applicable law, the Sub-Lessee shall be entitled to perform the obligations and be reimbursed by the County for the sum it actually expends in the performance of the County's obligations. In no event shall the County's liability to the Sub-Lessee under this Sub-Lease in the event of a default by the County exceed the total annual rent County charges to Sub-Lessee.

ARTICLE 9 TERMINATION

Section 9.1. **Termination.** The Parties agree this Sub-Lease may be terminated by either party upon sixty (60) days written notice prior to the desired termination date.

ARTICLE 10 HAZARDOUS SUBSTANCES/WASTES

Section 10.1. **No Hazardous Materials.** The Sub-Lessee hereby represents, warrants and certifies that, during the entire period of the Sub-Lessee's occupancy of the Head Start Space, there will be no disposal, release or threatened release of hazardous substances or hazardous wastes on the Head Start Space. For purposes of this Sub-Lease, the terms "disposal," "release," "threatened release," and "hazardous wastes" shall mean and include any hazardous, toxic or dangerous waste, substance or material, or any disposal, discharge or release, or threatened release,

County: Salt Lake County Division of Parks and Recreation
2001 S. State Street, #S4-700
Salt Lake City, UT 84190

with a copy to: Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84114-4575

Any Notice which is mailed shall be effective on the third business day following its date of mailing. Either party may, by Notice to the other party given as prescribed in this Section 11.1, change its above-described address for any future Notices that are mailed under this Sub-Lease.

Section 11.2. **Quiet Enjoyment.** The County covenants that so long as the Sub-Lessee performs all of its obligations under this Sub-Lease, the Sub-Lessee shall peacefully and quietly have, hold and enjoy the Head Start Space for the term of this Sub-Lease.

Section 11.3. **Waiver.** The failure of the County to insist in one or more instances upon a strict performance of any of the Sub-Lessee's obligations under this Sub-Lease or to exercise any option or right given to the County hereunder shall not be construed as a waiver or relinquishment of any right, remedy or option under this Sub-Lease. If the County does waive any breach of any term, covenant or condition contained in this Sub-Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition or of any other term, covenant or condition contained in this Sub-Lease. No covenant, term or condition of this Sub-Lease shall be deemed to have been waived by the County unless such waiver is in writing signed by the County.

Section 11.4. **Entire Agreement and Modification of Agreement.** This Sub-Lease sets forth all the covenants, agreements, conditions and understandings between the County and the Sub-Lessee concerning the Head Start Space and there are no covenants, agreements, conditions or understandings, either oral or written, between the County and the Sub-Lessee other than those that are herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Sub-Lease shall be binding upon the parties unless reduced to writing and signed by them.

Section 11.5. **Captions and Section Numbers.** The captions and section numbers occurring in this Sub-Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section of this Sub-Lease.

Section 11.6. **Number and Gender.** Words in the neuter gender as used in this Sub-Lease shall be deemed to include the masculine and feminine genders, and words in the singular shall be held to include the plural whenever the sense requires.

Section 11.7. **Savings Clause.** If any provision of this Sub-Lease or the application thereof to any person or circumstance shall be found to be illegal or void to any extent, then the remainder of this Sub-Lease, or the application of the provisions of this Sub-Lease to persons or to circumstances other than those to which it is held invalid and unenforceable, shall nevertheless continue in force and effect to the fullest extent possible.

Section 11.8. **Time of the Essence.** Time is of the essence in this Sub-Lease.

Section 11.9. **Force Majeure.** Either party to this Sub-Lease shall be excused for the period of any delay in the performance of any obligations that are required hereunder, other than an obligation to pay rent or other monies, when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, pandemics, governmental regulations or controls, fire or other casualty, weather, inability to obtain any material services or acts of God.

Section 11.10. **Governing Law.** The laws of the state of Utah shall govern the validity, performance, interpretation and enforcement of this Sub-Lease and the obligations that are contained herein.

Section 11.11. **Authority.** Each individual executing this Sub-Lease does thereby represent and warrant to each other person(s) so signing (and to each other entity for which another person may be signing) (s)he has been duly authorized to execute and deliver this Sub-Lease in the capacity and for the entity indicated.

Section 11.12. **Counterparts.** This Sub-Lease may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise but one and the same instrument.

Section 11.13. **No Agency.** Except as provided herein, officers, employees, representatives or agents of each party shall not be deemed to be agents of the other party.

Section 11.14. **Ethical Standards.** The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) 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 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, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

ARTICLE 12 **ATTORNTMENT**

Section 12.1. If the County's interest in the Head Start Space is transferred in any manner, the Sub-Lessee shall attorn to the transferee of or successor to the County's interest in the property and recognize such transferee or successor as Sub-Lessor under this Sub-Lease. The Sub-Lessee waives the protection of any statute or rule of law which gives or purports to give the Sub-Lessee any right to terminate this Sub-Lease or surrender possession of the property upon the

transfer of the County's interest. In the event of such a transfer by the County or other party, the County shall be released of any further obligations under this Sub-lease.

IN WITNESS HEREOF, the County, caused this Sub-Lease to be signed by its mayor or designee; and the Sub-Lessee caused this Sub-Lease to be signed, all on the day and year appearing below their respective signatures.

Sub-Lessor: SALT LAKE COUNTY

By: _____
Its: Mayor or Designee
Date: _____

DIVISION APPROVAL:

By: 
Division Director

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2022.08.18 10:43:03
-06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

**Sub-Lessee: SALT LAKE COMMUNITY
ACTION PROGRAM**


By: 
Its: Chief Executive Officer
Date: 8/18/22

Exhibit A
(Depiction of Leased Premises)

DocuSign Envelope ID: 8706E5D4-4051-4E8B-A070-810D932D4F

Exhibit A Millcreek Activity Center
4405 South 1025 East
Salt Lake City Utah 84124

