

LEASE AGREEMENT BETWEEN SALT LAKE COUNTY AND UTAH PARTNERS FOR HEALTH DBA MID-VALLEY HEALTH CLINIC – COPPERVIEW RECREATION CENTER

THIS LEASE AGREEMENT between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, on behalf of its Parks and Recreation Division, hereinafter referred to as “OWNER,” for the Copperview Recreation Center and the UTAH PARTNERS FOR HEALTH, a nonprofit Utah corporation, doing business as MID-VALLEY HEALTH CLINIC, hereinafter referred to as “TENANT.” OWNER and TENANT may be referred to jointly as “the Parties.”

WITNESSETH:

- A. TENANT is a charitable organization under 26 USC §501(3)(c) which seeks to provide access to primary healthcare services for low-income, uninsured individuals using an innovative model in partnership with the community.
- B. TENANT has established a federally qualified community health center (“FQHC”) located at OWNER’s facility known as the Copperview Recreation Center in Midvale, Utah (the “Rec Center”).
- C. The FQHC provides primary and preventative health care to uninsured, underinsured, and underserved communities on a sliding fee scale.
- D. OWNER supports the efforts of TENANT to maintain a FQHC in Midvale, Utah and desires to continue to lease available clinic space at the Copperview Recreation Center.
- E. OWNER and TENANT desire to continue their landlord-tenant relationship to support TENANT’s FQHC in Midvale.

In consideration of the mutual covenants and rents contained herein, the parties hereto agree as follows:

1. OWNER hereby rents to TENANT approximately 3,749 square feet of space shown on Exhibit “A”, (attached hereto and made a part hereof), in the Copperview Recreation Center located at 8446 South Harrison Street, Midvale, Utah (the “Clinic”).

2. The term of this Lease Agreement shall commence June 1st, 2022 and terminate June 1, 2027 (the “Term”), unless sooner terminated in accordance with law or the provisions of this Lease Agreement.

3. TENANT may occupy up to 3,749 square feet of the Clinic. TENANT shall pay to the OWNER an annual rental fee of \$22,338.00. Rent is payable each month of this time period at the rate of 1/12th of the annual rental, i.e., \$1861.50/month. Rent is due on or before the first day of each calendar month.

4. TENANT may not sublet said Clinic or any part thereof or assign this agreement without the prior written consent of OWNER.

5. The premises shall be used exclusively by TENANT as office space for the Clinic which will provide low-cost medical, mental health, substance use disorder and case management services, specialty referral coordination, and patient assistance with insurance enrollment and system navigation to the community and TENANT will not use the premises or permit the premises to be used for any other purpose without the prior written consent of OWNER, which consent may be withheld in the OWNER's sole discretion. This use by TENANT is and shall be expressly subject to all applicable zoning ordinances, rules and regulations of any governmental boards or bureaus having jurisdiction.

6. At the end of the Term of this Lease Agreement, TENANT agrees to return said rented premises to OWNER in as good a condition as when received with improvements invested by the TENANT, reasonable wear and tear excepted. OWNER may seek to establish damages, through the judicial process, against TENANT for any damages in excess of reasonable wear and tear after providing written notice to TENANT and giving TENANT a reasonable opportunity to reimburse OWNER.

7. Responsibility for maintenance and repair shall be as indicated -
OWNER responsible for (O); TENANT responsible for (T); Not Applicable (N/A):

Roof of the Rec Center (O), Exterior Walls of the Rec Center (O), Interior Walls of the Clinic (T), Structural Repair of the Clinic (T), Interior Decorating of the Clinic (T), Exterior Painting of the Rec Center (O), Yard Surfacing for the Rec Center (O), Plumbing lines, Equipment and Fixtures for the Rec Center(O), Heating and Air Conditioning Equipment for the Rec Center (O), Electrical Lines and Equipment for the Rec Center (O), Light Globes and Tubes for the Rec Center (O), Glass Breakage for the Rec Center (O), Trash Removal for the Rec Center (O), Snow Removal for the Rec Center (O), Janitor for the Clinic (T), Bio-hazard removal for the Clinic (T).

8. Responsibility for utilities, taxes and insurance shall be as indicated:
TENANT responsible for (T); OWNER responsible for (O); Not Applicable (N/A):

Power for the Clinic (T), Heat for the Clinic (T), Water for the Clinic (T), Sewer for the Clinic (T), Telephone for the Rec Center (O), Increase in Real Property Tax (N/A), Personal Property Tax for the Clinic (T), Fire Insurance on Building for the Rec Center (O), Fire Insurance on Personal Property for the Clinic (T). TENANT will pay annual amount for Utilities due October 1st of each year. County will bill TENANT for TENANT's use of utilities, based on TENANT's rented space, each calendar year.

9. TENANT agrees not to make alterations, additions or improvements to the Clinic during the term of this agreement and any renewal thereof without the prior written consent of OWNER, which consent may be withheld in the OWNER'S sole discretion.

10. TENANT shall indemnify, defend and hold OWNER harmless as to any damage or liability resulting from TENANT's acts or omissions to act arising out the TENANT's use of the premises and shall remove dangerous conditions occurring on the premises during the term of this agreement and any renewal thereof. TENANT shall not permit any lien or other claim or demand to be enforced against the premises by reason of TENANT's use of the premises.

11. TENANT shall procure and maintain in full force and effect during the term hereof, comprehensive general liability insurance having combined single limit bodily injury and property damage coverage of not less than \$1 Million, insuring OWNER against any liability arising out of ownership and TENANT's use, or occupancy of the Clinic. TENANT shall cause OWNER to be named as an additional insured on said policy and will provide OWNER a certificate of insurance naming OWNER as an additional insured.

12. TENANT may maintain at its own expense such fire and casualty insurance coverage as Tenant may desire or require with respect to TENANT's personal property, equipment, furniture, fixtures, and inventory and OWNER shall have no obligation with respect to such insurance or losses. All property kept or stored at the Clinic by TENANT shall be done so at TENANT's sole risk and TENANT shall indemnify OWNER against and hold it harmless from any claims arising out of loss or damage to the same.

13. OWNER represents that it is a self-insured governmental entity, and as such will provide and maintain liability insurance pursuant to the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann. (2012).

14. 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 hereof or for any other necessary or reasonable purpose of OWNER. "Reasonable times" includes advance notice to the TENANT for the purpose of safeguarding protected health information ("PHI").

15. The ownership of any and all improvements and repairs which the TENANT shall make or install in or on the said premises shall remain with the OWNER at the expiration of this agreement or any renewal or extension thereof.

16. Either party may terminate this agreement in advance of the expiration date upon giving the other party at least sixty (60) days written notice of the date of such termination. TENANT agrees to vacate the Clinic and the Rec Center on or before the termination date and return possession thereof to OWNER in good and orderly condition and repair (excepted reasonable wear and tear, and such damage or destruction as OWNER is required to repair or restore under this Lease), together with all alterations, additions and improvements in, to or on the Clinic made by TENANT as permitted under the Lease. If TENANT remains in possession after the expiration date hereof or after any earlier termination date of this Lease or of TENANT's right to possession: (i) TENANT shall be deemed a tenant-at-will; (ii) TENANT shall pay the monthly rent for each month or part thereof that TENANT holds over, and also shall pay all actual damages sustained by OWNER, directly by reason of TENANT's remaining in possession after the expiration or termination of this Lease; (iii) there shall be no renewal or extension of this Lease by operation of law; and (iv) the tenancy-at-will may be terminated by either party hereto upon 30 days' prior written notice given by the terminating party to the non-terminating party. The provisions of this Section 16 shall not constitute a waiver by OWNER of any re-entry rights of OWNER provided hereunder or by law.

17. TENANT represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this License 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 Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

18. TENANT acknowledges the prohibition of campaign contributions by TENANT to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001 (as in effect at any given time). TENANT also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions to County candidates. TENANT further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this agreement. TENANT represents, by executing this agreement, that TENANT has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

19. DEFAULT BY TENANT.

19.1 The occurrence of any of the following events shall constitute a default of this Lease by TENANT ("Default"):

A. Failure to pay any delinquent installment of rent under this Lease, within ten (10) days after OWNER provides written notice of such delinquency. A rent payment shall be considered late and delinquent if not received within ten (10) days following its due date.

B. Failure to comply with the non-monetary provisions of this Lease, or performance or occurrence of a prohibited event, where such failure, performance or occurrence is not cured within thirty (30) days of OWNER's written notice of breach; provided, however, that if the failure, performance, or occurrence cannot reasonably be cured within thirty (30) days, TENANT shall not be deemed to be in default if within such period TENANT has commenced such cure and diligently completes it as soon as reasonably possible.

C. Occurrence of any of the following events, in which event OWNER, at its option, and in addition to any and all other rights and remedies provided in this Lease or otherwise at law or in equity, may terminate this Lease by giving ten (10) days written notice to TENANT:

- i. dissolution or liquidation of the TENANT's non-profit corporation;
- ii. a governmental officer or agency taking possession of the property of the TENANT pursuant to statutory authority for dissolution, rehabilitation, reorganization or liquidation of the TENANT;
- iii. an assignment of this Lease by TENANT for the benefit of creditors; or

- iv. abandonment, desertion or vacation of the Residence by TENANT.

19.2 In the event TENANT fails to cure any of the defaults listed above within the specified cure periods, OWNER may serve written notice on TENANT requiring TENANT within three (3) days to either (a) pay the rent or amount due or perform as required by this Lease, or (b) surrender the Residence to OWNER. In the event TENANT fails to comply with such notice, OWNER or its agents may, immediately or any time thereafter, re-enter and resume possession of the Residence, and remove all persons and property therefrom, in accordance with the provisions of Title 78B, Chapter 6, Section 801 thru 816 Utah Code (as in effect at any given time).

19.3 In case this Lease is terminated as provided for in this Section 19, OWNER may, in its own name and in its own behalf, re-let the whole or any portion of the Clinic, for any period equal to or greater or less than the remainder of the then current term, for any sum which it may deem reasonable, to any tenant which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate. In connection with any such lease, OWNER may make such changes in the character of the improvements on the Clinic as OWNER may determine to be appropriate or helpful in effecting such lease, and OWNER may grant concessions or free rent. OWNER agrees that it will take reasonable steps to mitigate TENANT's damages as a result of the default. OWNER shall not in any event be required to pay TENANT any surplus of any sums received by OWNER on a re-letting of the Clinic in excess of the rent reserved in this Lease.

19.4 Notwithstanding anything to the contrary set forth herein, OWNER shall have the right to pursue any other remedy arising from TENANT's default, now or hereafter available under the laws of the State of Utah.

20. OWNER's DEFAULT.

In the event that OWNER defaults in the observance or performance of any term or condition required to be performed by OWNER hereunder, TENANT may elect either to (i) act to cure and remedy such default hereunder by OWNER or (ii) commence an action in a court of competent jurisdiction to compel performance by OWNER hereunder; provided, however, that TENANT may not exercise either of such remedies without first providing written notice of the alleged default to OWNER, setting forth, with reasonable specificity and detail, the nature of such default, and thereafter permitting OWNER a thirty (30) day period to cure such default (which cure period may be extended if OWNER is diligently pursuing performance of the applicable cure, but such cure is not completed within the thirty (30) day period). Upon expiration of OWNER's cure period, TENANT shall deliver written notice to OWNER advising of TENANT's election of (i) or (ii) above. In the event that TENANT elects alternative (i), OWNER shall reimburse TENANT for all reasonable third-party costs and expenses actually expended by TENANT to perform any obligation of OWNER actually and properly owing hereunder. In connection with the exercise of the foregoing remedies or otherwise, if OWNER fails to reimburse TENANT, TENANT shall be entitled to an abatement, deduction or set off against the rent payable hereunder. Notwithstanding any of the foregoing, under no circumstances will OWNER be liable to TENANT for any attorney's fees.

21. All official notices to be given hereunder shall be in writing to each of the respective parties at the following address or such address as either party may designate in writing:

To TENANT at: Debra L. Turner
Chief Executive Officer
Utah Partners for Health
7651 South Main Street
Midvale, UT 84047

To OWNER at: Facility Manager
Copperview Recreation Center
8446 South Harrison Street
Midvale, UT 84047

22. The failure of either OWNER or TENANT to insist upon strict performance by either party of any of the covenants, conditions, and agreements of the Lease shall not be deemed a waiver of any of the covenants, conditions, or agreements of this Lease or a waiver of any of either party's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by either party in any of the covenants, conditions, and agreements of this Lease. No surrender of the Clinic shall be affected by OWNER's acceptance of any rental payment or by any other means whatsoever unless the same is evidenced by OWNER's written acceptance of such as surrender.

23. OWNER and TENANT agree that where possible, each provision of this Lease shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Lease shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Lease.

24. The covenants and agreements contained in this Lease shall inure to the benefit of and be binding upon the Parties hereto or upon their respective successors in interest.

25. This Lease contains all the agreements of the Parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both Parties hereto.

26. The Parties agree that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. Any action to enforce the terms of this Lease shall be filed in Salt Lake County, State of Utah.

27. 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.

28. Medical Waste

28.1 TENANT shall be responsible, at TENANT's sole cost and expense, for the proper handling, storage, and removal of TENANT's Medical Waste and potential Medical Waste from the Rec Center and the Clinic, and TENANT shall provide incineration or other proper disposal. TENANT's Failure to properly dispose of Medical Waste or failure to comply with applicable environmental laws, whether federal, state, or local, shall be deemed a default hereunder. TENANT agrees to indemnify OWNER from any claims, liabilities, damages, or suits arising in connection with Medical Waste used by TENANT or generated by TENANT in the Clinic.

28.2 Medical Waste means any waste that contains pathogen or is capable of producing and infectious disease, and includes cultures and stocks of agents infectious to humans; tissue, fluids, organs, bones that are removed during a medical procedure; discarded waste human blood and blood components, and saturated material containing blood and blood components; discarded sharps (such as hypodermic needles, syringes, scalpel blades, blood vials) used in human patient care; unused discarded sharps.

29. HIPAA

For purposes of this Section of this Lease Agreement, "protected health information", or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). TENANT agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. TENANT further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to OWNER, or OWNER's subcontractors and agents. The parties agree that neither OWNER nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of TENANT. OWNER also disavows any responsibility for providing any security systems to protect TENANT's PHI. However, in the event PHI is disclosed by TENANT or its agents to OWNER, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, OWNER agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties execute this Lease Agreement.


SALT LAKE COUNTY

Signature: _____
Mayor or Designee

Division Review

Signature:  _____

Approved as to form:

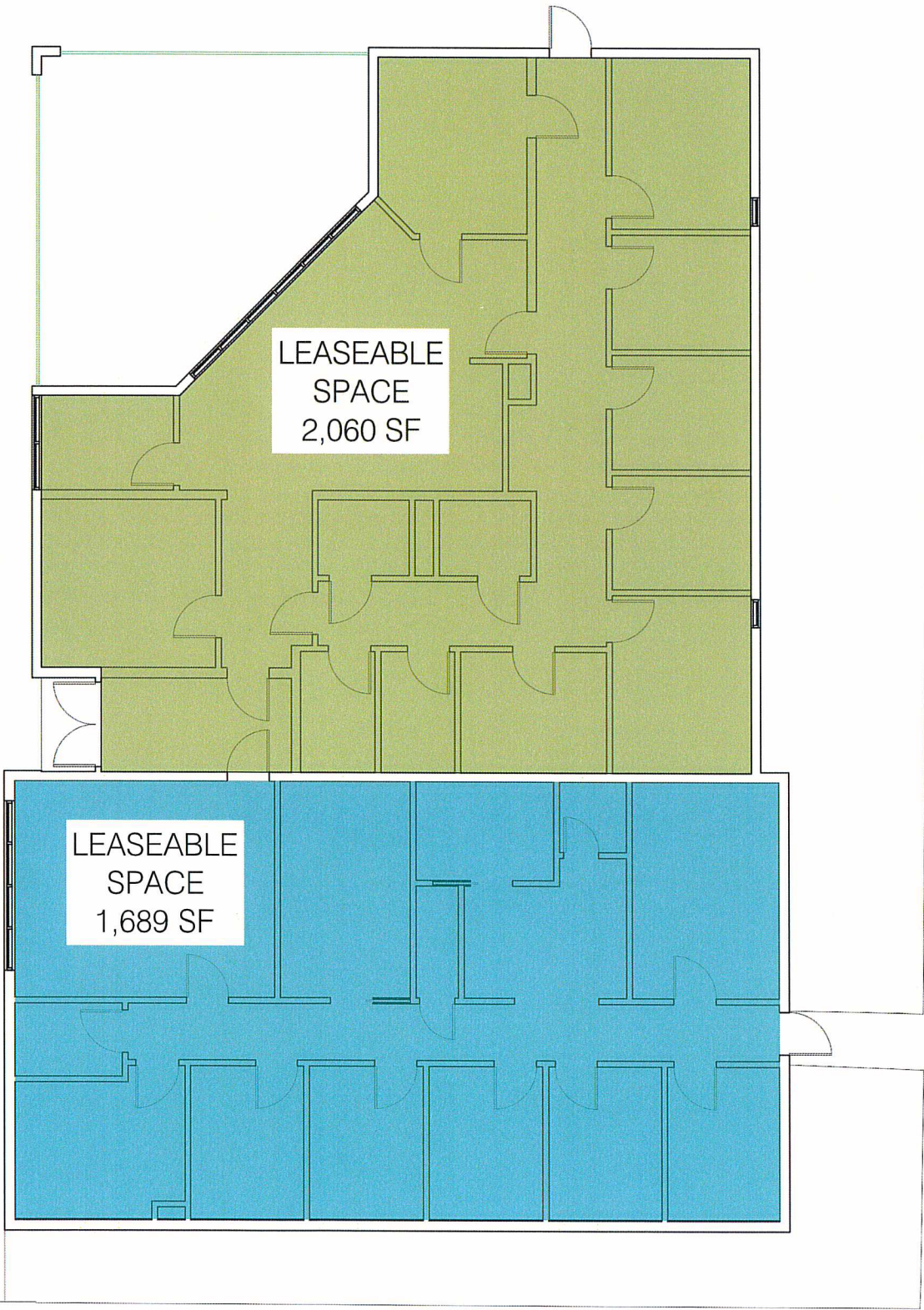
Signature: Digitally signed by David A. Johnson
Date: 2022.05.09 15:51:47 -06'00  _____

UTAH PARTNERS FOR HEALTH

Signature: Debra L Turner Digitally signed by Debra L Turner
Date: 2022.05.10 12:50:35 -06'00

Title: Chief Executive Officer

EXHIBIT A



COPPERVIEW RECREATION CENTER

NORTH

