



# UFA/UFSA CONTRACT ROUTING FORM

**Please use this form to start processing any new contract. If you have questions regarding the process or what information is needed, please contact Erica Langenfass, Contract Administrator – elangenfass@unifiedfire.org**

**STEP ONE:** Complete the following fields


 UFA UFSA

Requestor: Erica Langenfass

Agreement with: Salt Lake County

Agreement for: ECC Lease

Approvals: Division Chief: \_\_\_\_\_

Section Chief:   
Zachary Robinson (Oct 6, 2022 15:57 MDT)

Fleet (if applicable): \_\_\_\_\_

IT (if applicable): \_\_\_\_\_

Additional information if any: \_\_\_\_\_

**STEP TWO:**

Forward this form with related draft contract to the contract administrator for processing.

UFA Contract#: 22-374 Or UFSA Contract # \_\_\_\_\_ (assigned by UFSA if applicable)

Terms: Executed date: 11/1/22 Expires: 12/31/32

Renewal terms: \_\_\_\_\_

**STEP THREE:**

FOR **UFA/UFSA**: The Chief Financial Officer has reviewed: 

FOR **UFA**: The Chief Legal Officer has approved this agreement for execution by the Fire Chief:

Chief Legal Officer  Date \_\_\_\_\_  
Brian Roberts (Oct 6, 2022 16:03 MDT)

FOR **UFSA**: The Chief Legal Officer has approved this agreement for execution by the District Administrator: Chief Legal Officer \_\_\_\_\_ Date \_\_\_\_\_

**STEP FOUR:**

Vendor signature received \_\_\_\_\_ Date \_\_\_\_\_

**Administrative Use Only**

Executed original in file (date): \_\_\_\_\_

File: \_\_\_\_\_ UFA/UFSA Contracts to Erica Langenfass

Copies to:

- \_\_\_\_\_ Grant Award (Finance-Kate)
- \_\_\_\_\_ Insurance (Human Resource-Cal)
- \_\_\_\_\_ UFSA (Rachel Anderson)

\_\_\_\_\_ Original Contract Form to the Compliance Office (Date) \_\_\_\_\_

**When fully executed, please return to:** \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SALT LAKE COUNTY  
AND  
UNIFIED FIRE AUTHORITY**

**Lease for Emergency Coordination Center**

**THIS INTERLOCAL COOPERATIVE LEASE AGREEMENT (“Lease”)** is between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, (the “**County**”), and **UNIFIED FIRE AUTHORITY**, an entity created by an interlocal cooperation agreement and a political subdivision of the State of Utah (the “**UFA**”).

**RECITALS:**

A. The County owns title to certain improved real property located in Salt Lake County, Utah known as the Emergency Coordination Center (the “ECC”).

B. UFA desires to lease a portion of the ECC from the County.

C. UFA currently utilizes approximately twenty-nine percent (29%) of the ECC for UFA-exclusive operations.

D. UFA also provides, through its Emergency Management Division, County-wide emergency management services directly to the County pursuant to a separate interlocal cooperation agreement and currently uses approximately 18% of the ECC to provide these services to the County.

D. The County is willing to lease the Premises to the UFA on the terms and conditions hereinafter set forth.

E. Pursuant to the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101, *et seq.*, the parties desire to enter into this Lease to describe and delineate the scope of their mutual cooperation as to the matters addressed herein.

**AGREEMENT:**

The parties agree as follows:

**ARTICLE 1  
PREMISES**

Section 1.1. **Description of the Premises.** The ECC is located at 3380 South 900 West, South Salt Lake City, Utah, and is more particularly described in Appendix A attached hereto and incorporated by reference. Taking into account an even split of common areas, area within the ECC is hereby allocated for the purpose of establishing rent and costs as follows: approximately fifty-five percent (55%) UFA-exclusive and forty-five percent (45%) County/Emergency Management. The 55% UFA-exclusive area includes the allocation of the shared common areas and the UFA dedicated areas as shown more particularly in Appendix A, all collectively referred to as the “Premises.”

Section 1.2. **Grant of Lease.** The County hereby grants to the UFA the Premises during the Lease Term (defined below).

Section 1.3. **Use of Premises.** The UFA will not use the Premises for a purpose other than the purpose described in Section 7.5 below. The UFA will not use the Premises for a purpose or in any manner which could result in any loss or forfeiture of the Premises. The UFA will not do or permit to be done in or about the Premises anything which is prohibited by or in any way in conflict with any and all laws or which is prohibited by the standard form of fire insurance policy, or which will increase the existing rate of or affect any fire or other insurance upon the Premises or the Building or any of its contents, or cause a cancellation of any insurance policy covering the Premises or the Building or any part thereof or any of its contents. The UFA shall not cause, maintain or permit any nuisance, in, on or about the Premises or the Building or commit or suffer to be committed any waste in, on or about the Premises or the Building.

**ARTICLE 2  
LEASE TERM**

Section 2.1. **Lease Term.**

(a) The term of this Lease (the “**Lease Term**”) commences on November 1, 2022 (the “**Commencement Date**”), and terminates at 11:59:59 p.m. MST on the first to occur (the “**Termination Date**”) of

(i) December 31, 2032 (“**Original Term**”), unless extended before the Termination Date, as provided in Section 2.2; or

or

(ii) The UFA constructs its own building to replace any or all of the Premises.

(b) If one of the Parties elects to terminate this Lease pursuant to Section 2.1, that Party shall provide written notice to the other Party at least one hundred eighty (180) days prior to the date of termination. Upon termination, the UFA shall pay the County for all rent, and shall pay all utilities up to the Termination Date.

(c) Both Parties agree that the either Party’s termination as provided in 2.1 will not be



deemed a termination for default nor will it entitle the other Party to any rights or remedies provided by law or this Lease for breach of the Lease by the County or the UFA or any other claim or cause of action.

Section 2.2. **Renewal Terms.** The Parties to this Lease shall have the option to renew this Lease for two (2) additional five (5) year terms (“**Renewal Terms**”) as follows. Six months prior to the expiration of the Original Term or any of the succeeding two Renewal Terms, either Party may notify the other Party of its intention to renew the Lease for five (5) additional years. The Renewal Terms are subject to a Rent adjustment as provided in Section 3.2 herein. The Party in receipt of any written notice of intent to renew the Lease shall respond to the request within 30 days indicating its intention to renew or not renew the Lease. Any agreement to a Renewal Term of this Lease, including all amended terms, shall be in writing and executed and effective prior to the termination of the existing Original Term or Renewal Term.

Section 2.3. **Termination for Convenience.** Both Parties reserve the right to terminate this Lease, in whole or in part, at any time during the Term whenever either Party determines, in its sole discretion that it is in that Party’s interest to do so. If either Party elects to exercise this right, that Party shall provide written notice to the other Party at least one hundred eighty (180) days prior to the date of termination for convenience. Upon such termination, the UFA shall pay the County rent up to the date of termination, and shall pay for utilities up to the date of termination. Both Parties agree that either Party’s termination for convenience will not be deemed a termination for default nor will it entitle the other Party to any rights or remedies provided by law or this Lease for breach of the Lease by the County or the UFA or any other claim or cause of action.

Section 2.4. **Prior Leaseholds.** All prior leaseholds, if any, between the Parties for portions of the Salt Lake County Emergency Coordination Center located at 3380 South 900 West, South Salt Lake City are terminated as of the Commencement Date of this Lease.

Section 2.5. **Holding Over.** If at the expiration or earlier termination of this Lease the UFA remains in possession of all or part of the Premises for any reason whatever, with or without the County’s express or implied consent, the tenancy by which the UFA shall hold the Premises shall be for month-to-month only and shall not be a renewal or extension of this Lease for any future term. In such case, in the absence of a written agreement to the contrary signed by the County, the monthly rent due hereunder shall be a monthly proration of the annual rent provided for herein. Otherwise, such month-to-month tenancy shall be subject to every other term, covenant and condition contained in this Lease.

Section 2.6 **Five Year Reviews.** The parties acknowledge that the UFA, as an entity, and the relationship between the Members under the Revised Cooperative Agreement dated December 1, 2019, will evolve with changing circumstances and practice and may change significantly over time. Therefore, notwithstanding the lease term and the renewal terms set forth in Sections 2.1, 2.2, the parties agree that they will together review the provisions of this Agreement prior to any Renewal Term, or more frequently than every five years if agreed in writing, during the lease term and revise the Lease, if necessary, in writing as required under Section 14.4 below, to ensure that it accurately reflects the relationship and costs between the parties. The review periods shall commence six months prior to the termination date of the



Original Term or any of the Renewal Terms as provided in paragraph 2.2 above. Notwithstanding the foregoing, the parties may amend this Agreement, as provided in Section 14.4, at any time during the lease term.

### ARTICLE 3 RENT AND PAYMENTS

Section 3.1. **Rent During the Lease Term.** Annual rent for the Premises during the Lease Term is \$182,929.00. In the event of a significant change in occupancy (as set forth in Section 1.1 above), additional rent shall be negotiated in good faith between the Parties; however if the Parties are unable to agree on additional rent, a rent per square foot amount shall be calculated based on the rental amount and existing occupancy by UFA and will be applied to the new occupancy.

The UFA shall pay the County rent in the amount of \$182,929.00 in full at the beginning of each calendar year as provided herein or in monthly payments of \$15,244.00 per calendar month. The first payment shall be due within 30 days of the Commencement Date, and on or before January 31 of each calendar year thereafter. Alternatively, if the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other conditions have made the payment impossible, then the payment shall be due and payable on the next day, which is not one of the aforementioned days.

If the parties so agree in writing, the County may credit the rent payment due herein against the County's obligation to pay the UFA for emergency services from its general fund.

Section 3.2 **Rent Adjustment for Renewal Terms.** The Renewal Terms are subject to a Rent adjustment based on the current fair market property value multiplied by the capital asset percentage, as negotiated and divided proportionately based on the current actual usage of the Premises by the Parties at the time of renewal.

Section 3.2. **Past Due Rent and Other Charges.** If the UFA fails to pay any rent or other charges that are due under the terms of this Lease within fifteen (15) days after the County's written demand, then the UFA shall pay County a late charge that is equal to ten percent (10%) of such delinquent installment. Any interest and late charges that are payable under this section 3.2 shall be deemed to be additional rent due under this Lease.

Section 3.3. **Accord and Satisfaction.** No payment by the UFA or receipt by the County of a lesser amount than the monthly rent provided for in this article 3 shall be deemed to be other than on account of the earliest rent that is then due and owing hereunder. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction, and the County may accept such check or payment without prejudice to the County's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

**ARTICLE 4**  
**IMPROVEMENTS AND FIXTURES**

Section 4.1. **UFA's Optional Improvements.** The UFA may, with the County's prior written consent (which consent shall not be unreasonably withheld), but at UFA's sole cost and expense, in a good and workmanlike manner, make such alterations to the UFA-only portion of the Premises as the UFA reasonably may require for its permitted use of the Premises. UFA's alterations may include, without limitation, partitions, telephone equipment/wiring, electrical fixtures/lighting/wiring and/or fixtures. No such alterations or repairs shall materially alter the basic character or weaken any part of the Premises. In the event improvements or alterations to the Premises include areas used by UFA to provide County services or alterations to the Premises that may impact or be considered capital improvements, UFA and County will agree, in advance and in writing, on the allocation of cost for such improvements between them.

Section 4.2. **Fixtures.** UFA shall be entitled to use and keep on the Premises any fixtures, personal property, portable interior partitioning, furniture and equipment necessary and appropriate for the conduct of UFA's permitted activities, subject to the following conditions:

(a) **Removal of Fixtures During Lease Term.** At any time during the Lease Term while UFA is not in default, UFA may remove from the Premises its fixtures, personal property, furniture and equipment that are practically removable.

(b) **Removal of UFA's Fixtures, Etc. Upon Termination of Lease.** At the termination of this Lease, and if UFA is not then in default of any covenants or conditions of this Lease, then UFA shall be allowed to remove all or any of the fixtures, personal property, furniture and equipment that are practically removable, provided that all marring or defacing of, or damages to, the Premises that occurs during such removal shall be promptly repaired at UFA's expense in a competent, workmanlike and finished manner.

Section 4.3 **Prohibited Liens**

- (a) A "Prohibited Lien" means any mechanic's, vendor's, laborer's, or material supplier's statutory lien or other similar lien arising from work, labor, services, equipment, or materials supplied, or claimed to have been supplied, to the UFA (or anyone claiming through the UFA), but only if such lien attaches (or may attach upon termination of this Lease) to the County's fee estate in the Premises.
- (b) If a Prohibited Lien is filed then the notified party shall immediately notify the other party. UFA shall, within 30 days after receiving notification of the filing, commence appropriate action to cause such Prohibited Lien to be paid, discharged, bonded, or cleared from title. The UFA shall thereafter prosecute such action with reasonable diligence and continuity.
- (c) NOTICE IS HEREBY GIVEN THAT THE COUNTY IS NOT LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO



THE UFA UPON CREDIT, AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE OF THE PREMISES. NOTHING IN THIS LEASE SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE THE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE OF THE PREMISES. THE UFA SHALL INDEMNIFY THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE UFA OR ANYONE CLAIMING THROUGH THE UFA, AND AGAINST ALL PROHIBITED LIENS.

Section 4.4 Ownership of Improvements all alterations, additions, and improvements made by the UFA under Section 4, or by the County on the UFA's behalf by agreement, shall become at once a part of the Premises and owned by the County. This subsection shall in no way alter or alleviate Tenant's obligation under Article 10.

## ARTICLE 5 TAXES, ASSESSMENTS AND UTILITIES

Section 5.1. **Taxes and Assessments.** The Premises are exempt from any and all real and personal property taxes.

Section 5.2. **Utilities.** Throughout the Lease Term, the UFA shall be responsible to pay for all utilities and related expenses relating to the Premises including, but not limited to, expenses and charges for heat, light, water, telephone, internet, cable/satellite television, garbage removal and sewer services. However, the portion of such utilities attributable to the County's usage of the Premises by Emergency Management, as established in Section 1.1, is the responsibility of the County and will be paid for through the County's budget allocation and payments to UFA for Emergency Management services. The County shall not be liable for any failure or interruption of any such utility services, and no such failure or interruption shall entitle the UFA to be relieved of its obligations under this Lease.

## ARTICLE 6 LIABILITY INSURANCE; INDEMNIFICATION

Section 6.1. **Obligation to Maintain Insurance.** The UFA 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 mutual benefit of the County, the UFA, 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 Premises up to the limitation of judgment amounts set forth in the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-604 (1953, as amended) and all amendments to the limitation of judgment amounts.

Section 6.2. **Release from Liability.** Subject to the provisions of this Lease, the UFA covenants and agrees that from and after the Commencement Date and throughout the Lease Term, the County shall not be liable or responsible for damages for any personal injury or injuries, death(s), damages or losses to any person(s) or property that may be suffered or sustained by UFA or its subtenant(s), if any, or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees and concessionaires or by any other person or persons in, on or about the Premises or any part thereof, arising from the UFA’s failure to keep or cause to be kept the Premises in good condition and repair or arising from the use or occupancy of the Premises by the UFA or its subtenant(s) or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees or concessionaires. County covenants and agrees that from and after the Commencement Date and throughout the Lease Term, UFA shall not be liable or responsible for damages for any personal injury or injuries, death(s), damages or losses to any person(s) or property that may be suffered or sustained by County or any of its respective agents, servants, employees, patrons, customers, invitees, visitors, licensees and concessionaires or by any other person or persons in, on or about the Premises or any part thereof, arising solely from the County’s failure to keep or cause to be kept the Premises in good condition and repair as required by the terms of this Lease.

Section 6.3. **Indemnification.** The Parties shall each indemnify and hold the other harmless from and against any and all claims, actions, liabilities, costs and expenses (including attorneys’ fees) for damages, losses, injuries or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against the indemnified Party as to any of the matters, provisions and conditions set forth in this article 6; provided, however, that such indemnification shall not extend to any misconduct by the indemnified Party, its agents or its employees that is either grossly negligent or intentional in nature. Both Parties are governmental entities and nothing in this Lease shall serve or be interpreted as a waiver of any defense or legal right (including limitations of damages) provided to either entity under the Utah Governmental Immunity Act, Utah Code 63G-7-101, et. seq., or successor provision. If damage to the Premises occurs as the result of the conduct of third parties and is not attributable to either Party, UFA and the County will, in good faith, determine and allocate the cost of damages between them depending upon the nature of the damage, the portion of the Premises damaged, and the circumstances leading to the damage.

## ARTICLE 7 MAINTENANCE AND USE

Section 7.1. **Acceptance of Premises.** The UFA has inspected the Premises and accepts the Premises in their condition as of the date of this Lease.

Section 7.2. **UFA’s Maintenance and Repair Obligations.** The UFA shall, at all times throughout the Lease Term at its own cost and expense (a) repair, replace, and maintain in a good, safe, clean, and attractive condition, the Premises and any and all improvements,

additions, and alterations thereto that are not the County's maintenance and repair obligations pursuant to section 7.3 below, (b) clean and paint the interior, if needed, of the Premises as necessary in order to maintain the Premises in a clean, attractive and sanitary condition, (c) use all reasonable precautions to prevent damage or injury to the Premises, (d) complete minor repairs or replacement of glass and lighting fixture, (e) complete minor repairs of plumbing and electrical systems and (f) complete minor repairs of sprinkler system. The UFA may contract with County to provide any of UFA's maintenance and repair obligations under this section. If such maintenance or repairs are for areas that are designated as being occupied by Emergency Management or are in common areas, the cost of such repairs or maintenance may be appropriately allocated to or between the County and UFA to reflect the separate or combined usage and funds received by UFA from County as part of its fee for services for Emergency Management may be used for such repairs.

Section 7.3 **County's Maintenance and Repair Obligations.** Except where damage is caused by UFA's actions or omission, the County shall be responsible for Capital Maintenance and repair costs.

Section 7.4 **Capital Maintenance Defined.** Capital Maintenance means any repair, replacement or reconstruction of County-owned real property that constitutes a betterment (extends the useful life or increases the original value of the asset or is a building-wide system required to occupy and operate the facility. Examples of improvements or systems for which the County will be responsible include the entry gate, fencing, exterior doors and door locks, sprinkler system (excluding minor repairs to sprinkler heads or valves), HVAC, major electrical (excluding minor repairs and replacement items such as light bulbs & fixtures), UPS system, plumbing (excluding minor repairs to fixtures), card access system, windows, generator, fire suppression, parking lot surface, and roof. The UFA may request Capital Maintenance projects as part of Salt Lake County's annual budget process or midyear if an exigency exists.

Section 7.5. **Use.** The UFA shall use the Premises solely for fire authority administration, emergency services, and related activities as permitted by applicable laws. The UFA may not subject the Premises to any other type of use without the County's prior written consent, which the County shall not unreasonably withhold.

Section 7.6. **Waste and Nuisance.** The UFA shall not commit any waste upon the Premises and shall not conduct any activity on the Premises that is or becomes unlawful, prohibited or a nuisance or that may cause damage to the County, to occupants of the vicinity, or to other third parties.

Section 7.7. **Compliance with Laws.** The UFA 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 Premises.

Section 7.8. **Right to Enter.** The County, its agents, and its other representatives shall have the right without abatement of rent to enter upon the Premises or any part thereof at all reasonable hours upon reasonable notice to the UFA for the purposes of inspecting the same and making such repairs and alterations to the Premises as may be necessary



for the maintenance, safety and repair thereof.

**ARTICLE 8  
LEASES, ASSIGNMENTS AND TRANSFERS**

The UFA shall not assign this Lease or sublet the whole or any portion of the Premises without the County's prior written consent, which County shall not unreasonably withhold. Notwithstanding this provision, the UFA acknowledges and agrees that in no event shall the UFA sublease or sublet the whole or any portion of the Premises to any party or entity other than an entity which is a political subdivision of the State of Utah or a Utah interlocal entity.

**ARTICLE 9  
DAMAGE BY FIRE AND OTHER CASUALTY**

9.1 In the event that the Premises should be substantially damaged or destroyed by fire or other casualty, then, and in such event, the County shall have the right to terminate this Agreement by giving written notice to the UFA within thirty (30) days after such damage or destruction. If this Agreement is not terminated, then the County shall restore the Premises to substantially the same condition they were in immediately preceding the damage or destruction, excluding therefrom any obligation to restore any leasehold improvements made by the UFA or any change in the Premises made by the County. If the damage or destruction and/or restoration shall substantially interfere with the UFA's use of the Premises, as provided herein, for a continuous period of forty-five (45) days or more (commencing on the date of the fire or other casualty), then the UFA may elect to terminate this Agreement by giving written notice to the County within five (5) days after the end of such forty-five (45) day period.

9.2 If the Premises are damaged and UFA retains possession, rents from the date the damage was sustained to the completion of repairs and restorations shall be reduced on a pro rata basis to the extent that the Premises were untenable.

9.3 The County and the UFA hereby waive all causes and rights of recovery against each other or their respective agents, officers and employees for any loss sustained to the Premises or personal property brought and kept therein regardless of cause or origin, to the extent of any recovery by either party from any policy of insurance.

9.4 Notwithstanding anything else in this Article 9, each party is fiscally responsible for damage caused by that party's negligent acts or omissions.

**ARTICLE 10  
SURRENDER OF PREMISES**

Upon the expiration or earlier termination of this Lease, the UFA shall surrender the Premises in the same condition as they existed upon delivery of possession thereof under this Lease, reasonable wear and tear excepted. The UFA shall surrender all keys for the Premises to the County at the place then fixed for the payment of rent and shall inform the County of all combinations on locks, safes, and vaults, if any, in the Premises. Further, the UFA shall promptly



remove or cause to be removed from the Premises, at UFA's expense, any signs, notices and displays placed thereon by the UFA. Before surrendering the Premises as aforesaid, the UFA shall also remove all its fixtures and other personal property and shall repair any damage to the Premises caused by such removal, all as provided in and subject to the provisions of subsection 4.2(b) above. The UFA's obligations pursuant to these covenants shall survive the expiration or other termination of this Lease.

## **ARTICLE 11 DEFAULT; REMEDIES**

Section 11.1. **Default By the UFA.** The following-listed occurrences are events of default (“**Events of Default**”) by the UFA under this Lease:

(a) *Failure to Repair or to Maintain.* The UFA’s failure to make any required repairs or maintenance to the Premises within fifteen (15) days after written notice from the County to do so; provided, however, that if the UFA proceeds with due diligence during such fifteen (15) 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 fifteen (15) days, then the time to so cure will be extended by an additional period not to exceed a reasonable time; or

(b) *Other Defaults.* The UFA’s failure in the performance or observation of any of the other obligations or duties of this Lease to be kept, observed, or performed by the UFA and such failure continues for sixty (60) days after written notice by the County to the UFA; provided, however, that if the UFA 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 will be extended by an additional period not to exceed a reasonable time.

Section 11.2. **County’s Remedies.** Upon the occurrence of an Event of Default, if such default remains uncured the County provides the notice required in 11.1, then the County will have all of the rights and remedies available to it under applicable law including, without limitation, the right to re-enter the Premises and remove all persons and property therefrom. The County may store the UFA’s property in a public warehouse or elsewhere at the UFA’s sole cost. Should the County elect to re-enter as herein provided, or should it take possession of the Premises 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 Premises, 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 Premises by the County will be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the UFA or unless the termination thereof be decreed 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 UFA and, in addition to any other remedy it may have, the County may recover from the UFA all damages the County may incur by reason of such breach, including attorneys’

fees and the costs of re-entering the Premises.

In addition to the foregoing remedies, if the UFA fails to timely repair or maintain the Premises as provided herein, then, upon expiration of any applicable "cure" period specified herein, the County may, at its option, enter upon the Premises, perform such repairs or maintenance, and charge to the UFA the actual costs thereof plus ten percent (10%) thereon for overhead and supervision which the UFA shall pay within thirty (30) days after receipt of a bill.

Section 11.3. **Default By County; UFA's Remedies.** The County will be in default hereunder if it fails to fulfill any of the obligations or duties as herein provided by be performed by County within thirty (30) days of the UFA'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 UFA under applicable law, the UFA 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 County's liability to the UFA under this Lease in the event of a default by County exceed the value of one years' lease payments.

## ARTICLE 12 HAZARDOUS SUBSTANCES/WASTES

Section 12.1. **No Hazardous Materials.** The UFA hereby represents, warrants and certifies that, during the entire period of UFA's occupancy of the Premises, under this Lease and prior to this Lease, there was and will be no disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the Premises. 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 are in effect (the "Environmental Laws").

Section 12.2. **Environmental Inquiries.** From and after the date of this Lease and during its term, the UFA shall immediately notify 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 UFA's or the Premises' compliance with the applicable Environmental Laws. If any such inspection or inquiry results in a notice of violation of one or more Environmental Laws or the like, the UFA shall promptly notify County of such violations (including providing to the County a copy of any written findings, notice, order, or the like), and the UFA shall immediately undertake all actions necessary to remedy and cure any such violations, at the UFA's sole cost, attributable to a breach of the UFA's obligations under section 12.1 above.



Section 12.3. **Indemnification.** The UFA shall indemnify and hold harmless the County (and any successors to County's interest in the chain of title to the Premises) from and 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, under, from or about the Premises, 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 UFA or any person taking an interest in the Premises by, through, or under the UFA, 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 Premises by the UFA or by any person taking an interest therein by, through or under the UFA. The UFA's obligations pursuant to the foregoing indemnification shall survive the expiration or earlier termination of this Lease.

Section 12.4. **Current Compliance.** The County hereby represents to UFA that, to the best of County's current actual knowledge, but without any due diligence, as of the date of this Lease, the Premises complies with all Environmental Laws.

### **ARTICLE 13 NON-FUNDING**

County intends to request the appropriation of funds to fulfill County's obligations under this Agreement. Upon thirty days written notice delivered to the UFA, this Agreement may be terminated in whole or in part at the sole discretion of the County if the County reasonably determines that: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in the available funds affects the County's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal, state, or Salt Lake County funds, whether as a result of legislative act or by order of the chief executive. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the UFA, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

### **ARTICLE 14 GENERAL**

Section 14.1. **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:

UFA: Fire Chief  
Unified Fire Authority



3365 S. 900 W.  
Salt Lake City, UT 84119

with a copy to: Chief Legal Officer  
Unified Fire Authority  
3365 S. 900 W.  
Salt Lake City, UT 84119

County: Salt Lake County Real Estate Director  
2001 South State Street, S3-110  
Salt Lake City, Utah 84190

with a copy to: Salt Lake County Mayor's Office  
2001 South State Street, N2-100  
Salt Lake City, Utah 84190

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 14.1, change its above-described address for any future Notices that are mailed under this Lease.

Section 14.2. **Quiet Enjoyment.** The County covenants that so long as the UFA performs all of its obligations under this Lease the UFA shall peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

Section 14.3. **Waiver.** The failure of the County to insist in one or more instances upon a strict performance of any of the UFA'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. The acceptance of rent under this Lease by the County shall not be deemed to be a waiver of any preceding breach by the UFA of any term, covenant or condition of this Lease, other than the failure of the UFA to pay the particular rental so accepted, regardless of the County's knowledge of such preceding breach at the time of acceptance of such rent. 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 14.4. **Entire Agreement and Modification of Agreement.** This Lease and the Appendices attached hereto and forming a part hereof set forth all the covenants, agreements, conditions and understandings between the County and the UFA concerning the Premises and there are no covenants, agreements, conditions or understandings, either oral or written, between the County and the UFA 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 14.5. **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 14.6. **Number** Words in the singular shall be held to include the plural whenever the sense requires.

Section 14.7. **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 14.8. **No Option**. The submission of this Lease to a prospective tenant for examination does not constitute a reservation of or option for the Premises. This Lease becomes effective as a Lease only upon signing and delivery thereof by the County and the UFA.

Section 14.9. **Time of the Essence**. Time is the essence of this Lease.

Section 14.10. **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, governmental regulations or controls, fire or other casualty, weather, inability to obtain any material services or acts of God.

Section 14.11. **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 14.12. **Authority**. Each individual executing this Lease does thereby represent and warrant that the individual has been duly authorized to sign and deliver this Lease in the capacity and for the entity indicated.

Section 14.13. **No Interlocal Entity**. Pursuant to Utah Code Ann. § 11-13-206, the parties agree that they do not by this Agreement create an interlocal entity.

Section 14.14. **Joint Board**. Pursuant to Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Lease shall be administered by a joint board (“**Board**”) consisting of the County’s Mayor or designee and the UFA’s Fire Chief or designee.

Section 14.15. **Governmental Immunity**. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, *et seq.*, therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.



Section 14.16. **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.

Section 14.17. **Approval by Each Party.** This Lease shall be approved by each Party, pursuant to Utah Code Ann. § 11-13-202.5.

Section 14.18 **Attorney Review.** This Agreement shall be submitted to the authorized attorneys for the County and the UFA for approval in accordance with Utah Code Ann. § 11-13-202.5.

Section 14.19. **Keeper of Records.** A duly executed original of this Lease shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

Section 14.20. **Costs of Actions.** Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Lease, and for any financing of such costs.

Section 14.21 **Condemnation.** If the whole of the Premises shall be taken by any public or governmental authority under the power of eminent domain, then the term of this Agreement shall cease as of the date possession is taken by such authority and the lease payments required hereunder shall be paid through the date of possession and not thereafter. If only a part of the Premises shall be taken and the remainder not so taken remains tenantable for the purposes for which UFA has been using the Premises, then this Agreement shall continue in full force and effect as to said remainder and all of the provisions hereof shall continue except that the UFA agrees that it will reduce the rent based on the actual square footage of the Premises lost to condemnation. If the remaining Premises are untenable for UFA's purposes, then UFA may terminate this Agreement by giving written notice to the County. The term "eminent domain" as used in this paragraph shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu thereof by a governmental entity. The County reserves all rights to compensation for damages to the Premises, the building, the land and the leasehold accruing by reason of the exercise of eminent domain.

Section 14.22 **Force Majeure.** In the event that the County or the UFA shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of riots, insurrection, war, acts of God, or the act, failure to act, or default of the other Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.




Section 14.23 Cooperation. UFA and County will work cooperatively, using best efforts, to secure any available or potential federal funding. The parties will maintain records, particularly in responding to emergencies, in a manner that complies with applicable federal law regarding federal reimbursement.

**IN WITNESS WHEREOF**, the County, by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Lease to be signed by its mayor or designee and attested by its recorder; and the UFA, by resolution adopted by its board, caused this Lease to be signed, all on the day and year appearing below their respective signatures.

SALT LAKE COUNTY


Signature: \_\_\_\_\_  
Mayor or Designee

UNIFIED FIRE AUTHORITY


Signature:   
Dominic Burchett (Oct 7, 2022 12:08 MDT)  
Dominic Burchett  
Fire Chief

**APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5**

**UNIFIED FIRE AUTHORITY  
CHIEF LEGAL OFFICER**

Signature:   
Brian Roberts (Oct 6, 2022 16:03 MDT)  
Brian F. Roberts  
Date Signed: \_\_\_\_\_

**SALT LAKE COUNTY DISTRICT  
ATTORNEY**

Signature: \_\_\_\_\_  
David A. Johnson  
12:54:33 2022.10.05  
'00'06- 

Date Signed: 10/5/2022  
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Appendix "A"

Description of Premises

The information in this map is provided as a visualization tool for general information. While Salt Lake County Emergency Management seeks to provide the most current and complete data available, no warranty is given as to the accuracy, reliability, or completeness of the data provided herein or as to the specific purposes. Salt Lake County Emergency Management does not assume any liability for errors, omissions, or inaccuracies in the information provided or for actions taken by users of this product. Salt Lake County Emergency Management reserves the right to correct, update, modify or replace this product's content without notification.



3380 South 900 West  
Salt Lake City, UT 84119  
801-743-7100

# Day To Day Basement

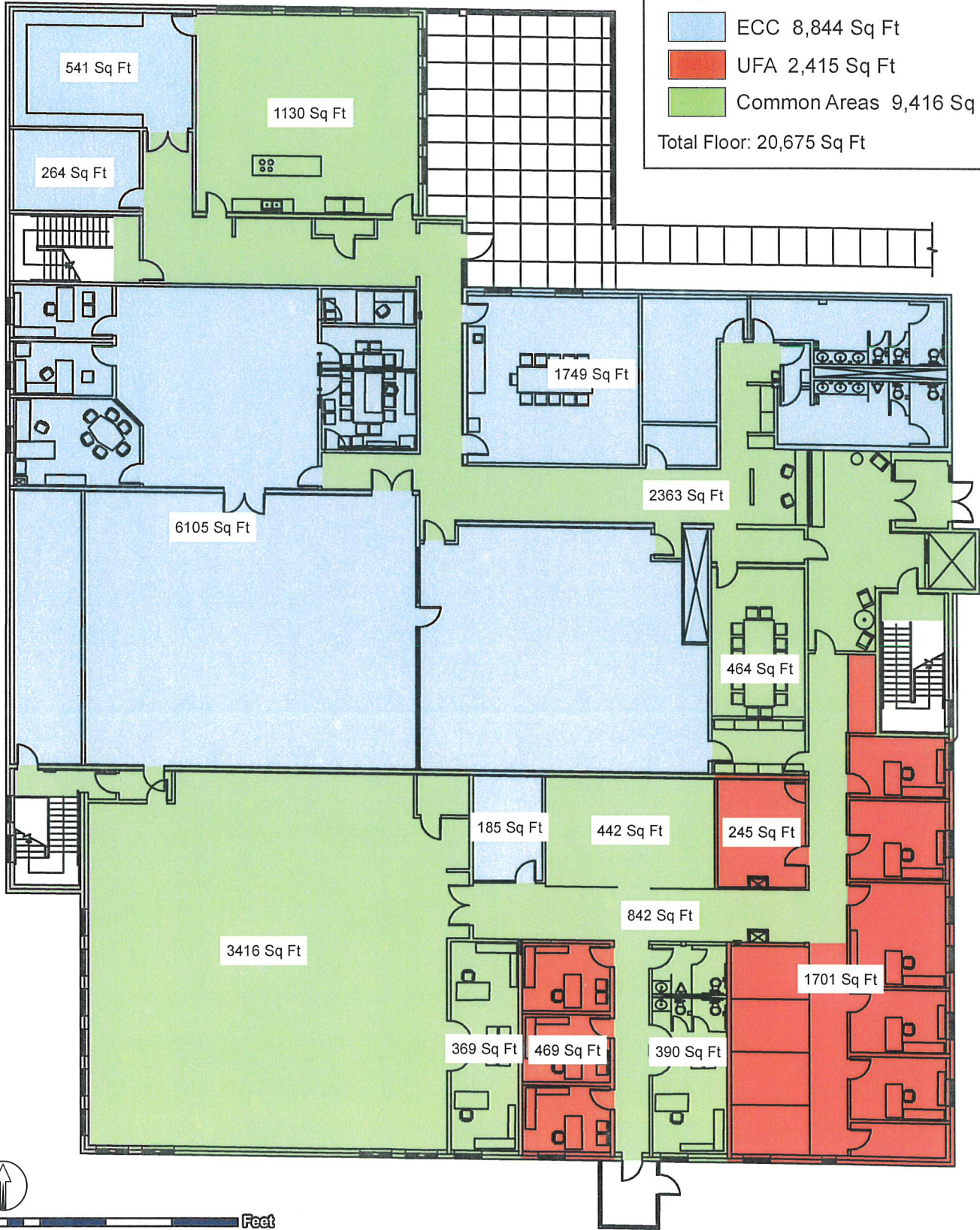




### Legend

- ECC 8,844 Sq Ft
- UFA 2,415 Sq Ft
- Common Areas 9,416 Sq Ft

Total Floor: 20,675 Sq Ft



# Day To Day 1st Floor



3380 South 900 West  
Salt Lake City, UT 84119  
801-743-7100

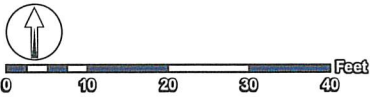
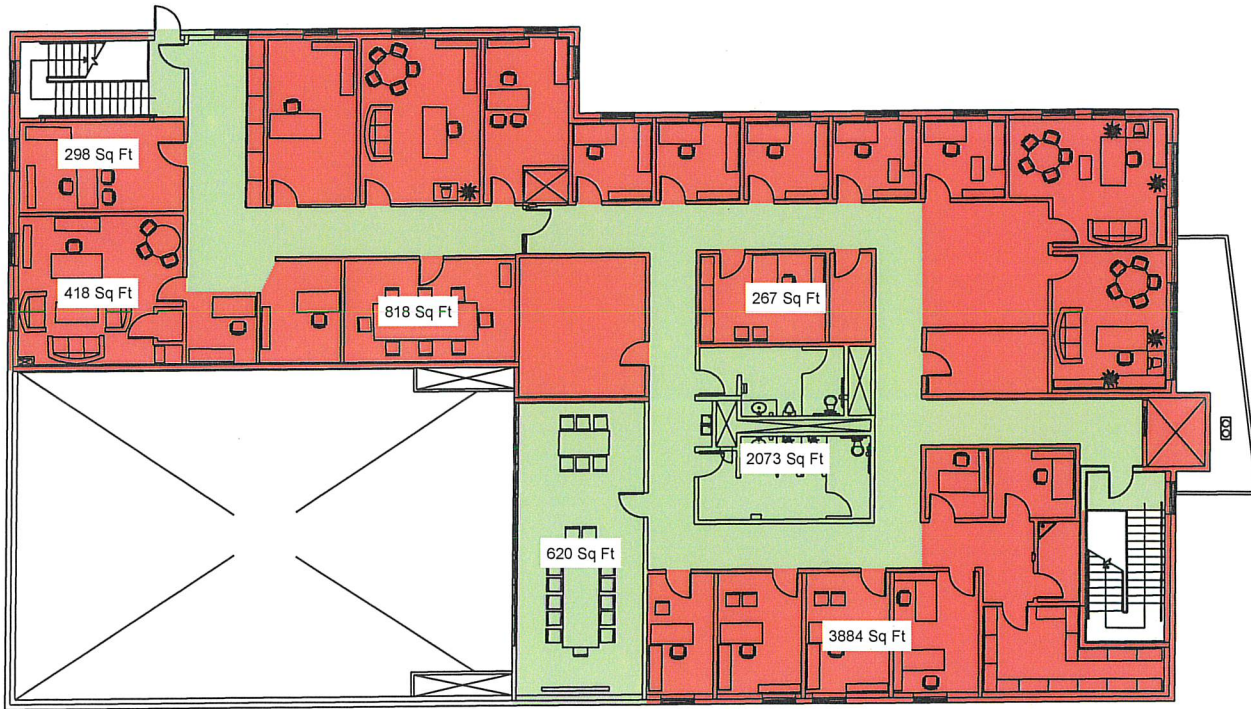
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**Legend**

- UFA 5,685 Sq Ft
- Common Areas 2,693 Sq Ft

Total Floor: 8,378 Sq Ft



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# Day To Day 2nd Floor