

County Contract No. _____
District Attorney No. _____

LEASE AGREEMENT
between
SALT LAKE COUNTY
and
SALT LAKE COMMUNITY ACTION PROGRAM
DBA
UTAH COMMUNITY ACTION

THIS LEASE AGREEMENT ("Lease") is made and entered into this 12 day of May, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Owner"), and SALT LAKE COMMUNITY ACTION PROGRAM, a Utah, domestic, non-profit corporation, dba UTAH COMMUNITY ACTION ("Tenant"), with its business address located at 1307 South 900 West, Salt Lake City, UT 84104. Owner and Tenant are sometimes jointly referred to as the "Parties" and individually as a "Party".

RECITALS:

WHEREAS, Tenant was founded in 1965, and is one of the largest nonprofit agencies dedicated to fighting poverty and its root causes in Utah; and

WHEREAS, Tenant serves over sixty thousand (60,000) people annually through six core programs; Adult Education, Case management & Housing, Head Start preschool, HEAT utility assistance, Nutrition, and Weatherization for homes; and

WHEREAS, Owner is the owner and operator of the Copperview Recreation Center, located at 8446 Harrison Street, Midvale, Utah 84047 (the "Property"); and

WHEREAS, Tenant desires to lease a room ("Room A") at the Property from Owner to be used to administer its utility assistance and housing rental assistance programs; and

WHEREAS, Owner agrees to lease Room A at the Property to Tenant subject to the terms and conditions set forth herein below.

WITNESSETH:

NOW THEREFORE, in consideration of the rent and the benefits that will flow to the citizens of Salt Lake County, the covenants and promises contained herein, and other good and

valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **RECITALS.** The Recitals set forth above are incorporated herein and made a part of this Lease by this reference.
2. **GRANT OF LEASE.** Owner hereby leases to Tenant Room A in the Property (hereinafter the "Leased Property") which consists of approximately 836 square feet and as more fully described on Exhibit "A" attached hereto and by this reference made a part of this Lease at the rate of seven dollars (\$7.00) per square foot.
3. **TERM OF LEASE.** This Lease shall become effective on the 17 day of Aug, 2022 (the "Effective Date") and shall terminate five (5) years after the Effective Date, unless sooner terminated in accordance with law or the provisions of this Lease. This Lease may be extended in writing signed by both Parties, at the Owner's sole discretion, for one (1) additional five (5) year period.
4. **RENT.** Tenant shall pay Owner as rent for said Leased Property the sum of five thousand eight hundred fifty two dollars (\$5,852.00) per annum, payable in advance upon execution of this Lease and on the yearly anniversary thereof without any need for notice or demand. Tenant shall pay a ten percent (10%) late fee if rent is not paid within fifteen (15) days of the date it is due. If the Parties elect to extend the term of this Lease as provided for herein, Owner may adjust the rent amount annually considering market rates, but in no event may the adjustment of the rent amount exceed three percent (3%) per annum. Tenant shall also pay Owner a proportional part of the utilities for the Leased Property based on the square footage which shall be bill to Tenant on a quarterly basis.
5. **LIENS AND ENCUMBRANCES.** Tenant agrees that it shall not take any actions or make any representations in connection either with the Leased Property or their activities on the Leased Property which shall have the effect of, or result in the attachment of, any lien or other encumbrance to the Leased Property or otherwise interfere with Owner's title to the Leased Property.
6. **SUBLETTING OR ASSIGNMENT.** Tenant shall not sublet the Leased Property or any part thereof or assign this Lease, nor shall Tenant use the Leased Property or permit the Leased Property to be used for any other purpose than as stated in this Lease without the prior written consent of Owner. Tenant agrees that it will use the Leased Property in conformance with all existing licensing, building and zoning ordinances of Salt Lake County and all other applicable state and local laws and regulations.
7. **INSURANCE.** Tenant shall, at its sole cost and expense, secure and maintain during the term of this Lease the following minimum insurance coverage.

7.1 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 OWNER.

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. Tenant shall furnish certificates of insurance, acceptable to Owner, 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, 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.

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 Owner in a manner approved by the Salt Lake County District Attorney.

F. 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 on Tenant's account which shall be due on demand.

7.2 REQUIRED INSURANCE POLICIES:

Tenant 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. General liability insurance on an occurrence form, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a one million dollars (\$1,000,000.00) general policy aggregate. The policy shall protect Owner, from claims for damages for personal injury, including accidental death, and from

claims for property damage that may arise from Tenant's use and occupancy of the Leased Property. The Tenant shall name the Owner as an Additional Insured on the general liability policy.

B. If Tenant intends to operate a motor vehicle in pursuit of this Lease, Tenant must obtain Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with Owner as an additional insured, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence.

8. **ENVIRONMENTAL COMPLIANCE.** Tenant shall not store, use, manufacture or bring on or about the Leased Property any toxic material, hazardous waste or hazardous substance regulated by any city, county, state, or federal governmental authority. Tenant shall be solely responsible for and shall defend, indemnify, and hold Owner harmless from and against all claims, costs, liabilities, attorney's fees, and judgments arising out of or in conjunction with the removal, cleanup or restoration of the Leased Property. Tenant's obligations under this provision shall survive the termination or expiration of this Lease. Tenant shall notify Owner before using chemicals on the Leased Property. Tenant shall not import any fill material to the Leased Property.

9. **SURRENDER AND RETURN OF PREMISES.** At the end of the term of this Lease, Tenant agrees to and shall return the Leased Property to Owner in as good a condition as when received, reasonable wear and tear excepted.

10. **INDEMNIFICATION BY TENANT.** Tenant shall indemnify and hold Owner free and harmless from any and all claims for damages, losses, costs, and/or expenses, directly or indirectly resulting from personal injury including death of any person and damage to tangible personal property, to the extent that such injury, death or damage is caused by Tenant's acts or omissions to act, its negligence, gross negligence or willful misconduct. Tenant shall promptly remove dangerous conditions either known or which should be reasonably known by the Tenant, which conditions occur on the Leased Property during the term of this Lease. The Tenant agrees that Owner shall not be liable for indirect, incidental, or consequential damages, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue or profits.

11. **LIABILITY.** Owner is a body corporate and politic of the State of Utah, and by entering into this Lease, Owner does not waive any defenses of governmental immunity under Utah Code Ann. Sections 63G-7-101, *et seq.* Nothing contained in this Lease shall be construed to increase Owner's liability beyond that set forth in the Governmental Immunity Act.

12. **USE OF LEASED PROPERTY.**

12.1. **Land Use Protocols:**

The Tenant assumes complete responsibility for managing, operating, and maintaining the Leased Property.

13. **OWNER'S RIGHT OF ACCESS.** Tenant grants a continuing right of access to the Leased Property or any part thereof to Owner and its employees, agents and/or representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Leased Property, for necessary repairs and maintenance, for enforcement of the provisions under this Lease or for any other necessary or reasonable purpose of Owner.

14. **OWNERSHIP OF IMPROVEMENTS.** The ownership of any and all improvements and repairs which Tenant shall make or install in or on the Leased Property shall remain with the Leased Property at the expiration of this Lease or any extension or renewal thereof. Should Owner request Tenant to remove any alterations or improvements made by Tenant, Tenant shall do so prior to the termination of this Lease or sooner if requested by Owner.

15. **ACCEPTANCE OF LEASED PROPERTY.** Tenant accepts the Leased Property in its present condition as being sufficient and suitable for Tenant's use. Tenant having been on the Leased Property and having examined it, accepts the Leased Property AS IS and further states that Owner has made no representation as to any environmental contamination of the soil upon the Leased Property.

16. **STRUCTURES AND FENCES.** If applicable, Tenant shall not construct structures of any character or remove or relocate fences or excavate upon the Leased Property without the prior written consent of Owner.

17. **REMOVAL OF TREES OR WOOD.** If applicable, Tenant shall not cut nor allow any person to cut or carry off from the Leased Property any tree or wood, nor burn any stubble, grass, weeds or any substance growing upon said Leased Property or any part thereof, without first having obtained the written consent of Owner. Tenant expressly covenants and agrees to hold OWNER free and harmless from all damage caused by fire resulting from the use or operation of said Leased Property by Tenant. Tenant further agrees that any damage done to any canal, ditch, well, bridge, or culvert, upon said Leased Property by Tenant, or any of its servants, agents, or employees, shall promptly be repaired by Tenant at its own sole cost and expense.

18. **MAINTENANCE OF FENCES, CANALS, ETC.** If applicable, Tenant will keep and maintain all trees, fences, canals, ditches, buildings, troughs and all other facilities now upon said Leased Property, or which may be placed thereon during the Lease term, in good order and condition. No grading or changes to the Leased Property shall be made by the Tenant without written permission from the Owner.

19. **TERMINATION.** Either Party may terminate this Lease in advance of its expiration date upon giving the other Party at least ninety (90) days written notice of the date of such termination.

20. **DEFAULT OR FAILURE OF PERFORMANCE.** In the event the Leased Property is used or permitted to be used contrary to the provisions of this Lease, or if Tenant is in default of any other provisions of this Lease, except the payment of rent, Owner shall notify Tenant of the default, and Tenant shall have ten (10) days to cure said default. If said default cannot be reasonably cured within ten (10) days, Tenant in order to cure said default must commence to

cure said default within the ten (10) day period following the notice of default. If Tenant fails to cure said default or to commence to cure said default, then Owner may, without notice, re-enter and take possession and re-let the Leased Property holding Tenant liable for all damages, costs and expenses relating thereto. Alternatively, Owner may immediately terminate this Lease without liability and hold Tenant liable for any damage, costs, and expenses, which may arise from said termination.

21. **LIENS FOR LEASE PAYMENTS.** It is expressly agreed and covenanted that any unpaid rent or other charges required to be paid under this Lease will constitute and be considered a first lien on the personal property of the Tenant located on the Leased Property and that such personal property shall not be removed until all rent and other charges are fully paid.

22. **NOTICE.** Whenever any notice is given or made pursuant to this Lease, it shall be in writing sent by regular U.S. mail or delivered personally to the following addresses for Owner and Tenant, or such addresses as may be specified in writing by the Parties from time to time.

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

OWNER: Salt Lake County
Real Estate Division
2001 South State Street, S3-120
Salt Lake City, Utah 84190-3100

Copy to: Recreation Assoc.
Director
Parks and Recreation
2001 South State Street, S4-700
Salt Lake City, Utah 84190

23. **NON-FUNDING CLAUSE.** Owner intends to request the appropriation of funds to administer this Lease. If funds are not available beyond December 31 of any effective fiscal year of this Lease, the Owner's obligation for performance of this Lease beyond that date shall be null and void. This Lease shall create no obligation on the Owner as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Lease or any Event of Default under this Lease and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Tenant, its successors, or its assigns, as to this Lease, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by Owner under this Lease, Owner shall promptly notify Tenant of said non-funding and the termination of this Lease.

24. **PUBLIC RECORDS.** Tenant acknowledges that Owner is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§63G-2-101, *et seq.*, as amended. As a result, Owner is required to disclose certain information and materials to the public, upon request. Tenant agrees to timely refer all requests for documents, materials and data in its possession relating to this Lease and its performance to the Owner for response by Owner.

25. **ETHICAL STANDARDS.** Tenant represents that it has not knowingly: (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 Lease 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) 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.

26. **CAMPAIGN CONTRIBUTIONS.** Tenant acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. 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 Lease. Tenant represents, by executing this Lease, that Tenant has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

27. **INTERPRETATION.** 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.

28. **GOVERNING LAW.** This Lease will be governed by and construed in accordance with the laws of the state of Utah, without regard to conflict-of-laws principles. Venue shall be in the Third District Court in and for Salt Lake County, State of Utah.

IN WITNESS HEREOF, the Parties have executed this Lease or caused it to be executed by their duly authorized officers the day and year first hereinabove set forth.

[Signature Page Follows Below]

OWNER:
SALT LAKE COUNTY


By: _____
Mayor or Designee
Date: _____

PARKS AND RECREATION DIVISION



Division Director or Designee
Date: 8/15/22

TENANT:

By: 

Printed Name: Jennifer Godfrey
Title: Chief Executive Officer
Date: 8/17/2022

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the TENANT by authority of law and that this Agreement is binding upon the TENANT. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

Reviewed and Advised as to Form and Legality:

John E. Diaz
By: _____
John E. Diaz
Salt Lake County
Deputy District Attorney

Digitally signed by
John E. Diaz
Date: 2022.08.10
15:49:59 -06'00'

EXHIBIT A

