

**LEASE AGREEMENT BETWEEN WEBER COUNTY AND THE FRIENDS OF THE
WEBER-MORGAN CHILDREN’S JUSTICE CENTER**

This lease agreement is entered into between Weber County (“County”), a political subdivision of the State of Utah, and The Friends of the Weber-Morgan Children’s Justice Center (“Friends Board”), a Utah nonprofit organization.

RECITALS

WHEREAS, the State of Utah has established the Children’s Justice Center Program to provide a comprehensive, multidisciplinary response to victims of child abuse through coordinated investigations, forensic interviews, and services in a child-focused environment; and

WHEREAS, the Weber-Morgan Children’s Justice Center (“CJC”), located at 1845 Jackson Avenue, Ogden, Utah, exists to provide a neutral, safe, and child-friendly facility where children and families may receive services designed to reduce trauma and improve outcomes; and

WHEREAS, the Friends Board is a nonprofit organization created to support the mission of the CJC by providing funding, resources, programming, and services that enhance the quality of care and expand the capabilities of the CJC; and

WHEREAS, the Friends Board previously owned and operated the former CJC facility, which was ultimately determined to be inadequate and no longer suitable to meet the increasing demand for services or the operational needs of a modern CJC; and

WHEREAS, the County, the Friends Board, and other community stakeholders worked collaboratively to plan, fund, and construct a new CJC facility designed to better serve children and families; and

WHEREAS, in furtherance of that effort, the Friends Board contributed significant resources, including architectural design services, building plans, and artwork installed within the new facility; and

WHEREAS, the Friends Board sold the former CJC building and contributed the net sale proceeds, in the amount of \$697,000, to the County to be used toward construction of the new facility; and

WHEREAS, the new CJC has significantly increased the ability to conduct forensic interviews and provide services, and the Parties have received data demonstrating that such expanded capabilities are being utilized; and

WHEREAS, the Parties desire to formalize their ongoing relationship through this Lease to ensure continued collaboration, support, and shared use of space in furtherance of the CJC mission;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION ONE
LEASED PREMISES**

The County, for and in consideration of the lease payment described below, does lease to Friends Board the Leased Space as described in Exhibit A. The Parties acknowledge that the purpose of this Lease is to support the mission and operations of the CJC by allowing the Friends Board to occupy and utilize designated space within the facility to provide funding, services, and programmatic support that enhance the quality, availability, and effectiveness of services provided to children and families. The Friends Board's use of the Leased Space shall at all times be consistent with and in furtherance of the CJC's mission to provide a safe, coordinated, and child-focused environment for the delivery of services.

**SECTION TWO
TERM**

The term of this Lease shall commence on the date the last party signs this Agreement and shall continue for a period of twenty (20) years. The Parties are free to negotiate a renewal or extension of this Lease beginning six (6) months prior to the expiration of the term. If the Parties do not reach agreement on a new lease prior to expiration of the term, this Lease shall continue on a month-to-month basis, and either party may terminate the month-to-month tenancy at any time by providing written notice at least thirty (30) days notice.

**SECTION THREE
LEASE PAYMENT**

Friends Board shall provide, in lieu of monetary rent, donated services and contributions to the County in support of the CJC in an amount reasonably valued at Twenty-Five Thousand Dollars (\$25,000.00) annually.

Such contributions shall include, but are not limited to, funding of approved employee positions, client therapy services, forensic and support programming, training expenses, emergency client assistance, equipment and operational support, facility enhancements, and other services or resources that directly support and enhance the mission and operations of the CJC, as approved by the County. Friends Board will work directly with the CJC each year to identify what services what count toward the annual lease payment.

The Parties acknowledge that the Friends Board previously contributed \$697,000 toward construction of the CJC, and that such contribution supports the overall consideration for this Lease and reflects the shared intent of the Parties to sustain and expand the services provided at the facility.

The Friends Board shall prepare an annual report summarizing the donated services and contributions provided during each calendar year and submit it to the CJC Director, and the

Friends Board and the CJC Director shall agree upon the total value of such donated services and contributions for that year. If the agreed value is less than \$25,000, the Friends Board shall pay the difference in cash to the County no later than June 30th of the following year.

**SECTION FOUR
ADDITIONAL LEASE PROVISIONS**

- A. **Payments.** Friends Board shall provide documentation relating to its lease payment obligations to the Weber-Morgan Children’s Justice Center, 1845 Jackson Avenue, Ogden, Utah 84401, unless otherwise designated by the County in writing.
- B. **Use of Leased Space.** Friends Board shall use and occupy the Leased Space in a lawful, careful, and proper manner. Friends Board shall use the Leased Space only for purposes that support and further the mission and operations of the CJC. Friends Board shall not create or permit any nuisance or disturbance nor commit any waste. Friends Board shall comply with all present and future laws, ordinances, rules, regulations, requirements, and orders of governmental authority respecting the use and occupancy of the Leased Space.

Friends Board’s activities shall not interfere with, disrupt, or adversely impact the operations, services, or functions of the CJC as determined by the County, and in the event of any conflict, the County’s determination regarding operational priority shall control.

The County shall have the right to enter upon the Leased Space, after reasonable notice, at reasonable hours to inspect the same, provided that the County shall not thereby unreasonably interfere with Friends Board’s use of the Leased Space.

Friends Board may conduct or host events, programs, fundraising activities, or other uses outside of the Leased Space only with the prior approval of the CJC Director, and any such activities shall not interfere with, disrupt, or adversely impact the operations, services, or functions of the CJC. Any request for such use shall be submitted in advance, and the CJC Director may approve, condition, or deny the request based upon availability, scheduling, and the operational needs and mission of the CJC.

- C. **Alterations to the Leased Space.** Friends Board shall not make or cause to be made any alterations or additions to the Leased Space or any part thereof without the prior written consent of the County. If Friends Board desires alterations, Friends Board shall request them of the CJC Director who shall coordinate with the County. Friends Board shall be responsible for paying the full cost of such alterations, and the County will have sole discretion to determine who performs the work. Any additions to, or alterations of, the Leased Space shall become a part of the realty and belong to the County upon the termination of the lease.

- D. **Signs**. Outside of the Leased Space, Friends Board shall not place, or cause to be placed or maintained, any sign, decoration, advertising matter, or other thing of any kind anywhere on the property without the CJC Director's consent. Friends Board shall maintain any approved signage in good condition. The County may remove any signage placed in violation of this paragraph.
- E. **Locks and Keys**. The County shall provide necessary keys or key cards to Friends Board. Friends Board agrees to comply with all applicable County requirements for the use and possession of keys and key cards. Upon termination of this lease, Friends Board shall deliver to the County all keys and key cards that were issued to it. The County shall have the right to make any changes it deems necessary to locks, keys, and access systems, as long as Friends Board continues to have access to the Leased Space when in good standing under this lease.
- F. **Assignment and Subletting**. Friends Board shall not have any right, power, or authority to assign or sublet the Leased Space without Landlord's consent.
- G. **Insurance**. Friends Board shall be responsible for its own personal property losses occurring in the Leased Space and shall provide insurance for the same, if desired. Friends Board shall also provide insurance that protects the County, as described below.
- Friends Board shall obtain and maintain, at Friends Board's own expense during the term of this Agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Friends Board shall provide proof of coverage upon request.
- Friends Board shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury, property damage, or a combination thereof.
- Friends Board shall maintain any additional insurance reasonably required by the County based on the nature of Friends Board's activities within the Leased Space.
- H. **Indemnification**. Friends Board shall indemnify, including costs of defense, and hold harmless County and its agents and employees from and against any and all claims, damages, losses, and costs, whether direct, indirect, or consequential, arising out of or resulting from Friends Board's grossly negligent acts or willful misconduct arising out of or related to any operations or activities contemplated under this Agreement. Friends Board's obligation to indemnify County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this Agreement. Friends Board will be required to indemnify County only to the fullest extent allowed by law.

Notwithstanding any other provision of this Agreement, County does not waive any protection against liability that may be available to it through the Governmental Immunity Act of Utah or any other law.

- I. **Termination and Surrender**. This Lease shall continue until terminated pursuant to Section Two of this Agreement. Upon termination, Friends Board shall surrender possession of the Leased Space to the County. If Friends Board fails to surrender possession following lawful termination and required notice, the County may pursue all remedies available under Utah law. Upon termination of this lease, Friends Board agrees to remove all of its personal property and restore the Leased Space to substantially the condition it was in on the date first occupied by Friends Board, unless otherwise agreed in writing by the County. If the Leased Space is not restored to the required condition, Friends Board shall pay the costs incurred by the County in cleaning or restoring the Leased Space to the required condition.

- J. **Maintenance and Repair**. At its sole cost and expense, County shall perform all maintenance, repair and replacement work at the CJC and in the Leased Premises. County shall perform standard janitorial work in the Leased Premises. Friends Board shall keep the interior of the Leased Premises in good, clean condition; provided all necessary routine maintenance, repair and replacement work shall be performed by County. Notwithstanding the foregoing, if damage occurs in the Leased Premises due to the gross negligence or willful misconduct of Friends Board, Friends Board the costs of repair shall be at the expense of Friends Board.

- K. **Applicable Law**. This Lease shall be interpreted in accordance with Utah Law.

- L. **Default**. If Friends Board defaults on its payment obligations, or in the performance of any other provision of this agreement, and fails to remedy the default or commence work on a remedy (and continue to pursue it diligently thereafter) within 30 days after written notice thereof from the County, then the County may, at its option, terminate the lease and re-enter upon the Leased Space and repossess it. If this occurs, then the County retains the right to recover from Friends Board all payments due up to the time of such re-entry. Upon termination, Friends Board shall not be obligated to make lease payments from and after the date of termination. Each party retains all other rights, remedies, and benefits allowed by law in the case of default by the other party.

- M. **Dispute Resolution**. The parties may agree on any dispute resolution method, or either party may pursue its claims in court. In any dispute resolution proceeding, each party shall be responsible for its own costs, including attorneys' fees.

- N. **Entire Agreement.** This lease agreement shall constitute the entire agreement between the parties and shall supersede all oral understandings and agreements. Alterations or amendments to such agreement must be in writing, executed by both the County and Friends Board.
- O. **Headings and Paragraph Numbers.** Headings and paragraph numbers are for convenience only, and are not to be considered limitations or modifications of provisions set forth in the body of this lease.
- P. **Notices.** Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's primary contact; (2) delivered electronically, with confirmed receipt, to the party's primary contact; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:
- Scott Brenkman
Weber-Morgan Children's Justice Center
1845 Jackson Avenue
Ogden, UT 84401
- Gina DeSantis
Friends of the Weber-Morgan Children's Justice Center
1845 Jackson Avenue
Ogden, UT 84401
- Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.
- Q. **Severability.** The invalidity of any provision of this agreement will not and shall not be deemed to affect the validity of any other provisions, and the remainder of the agreement will remain in full force and effect, unless the invalidation of the term materially alters this agreement. If the invalidation of the term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
- R. **Time of Essence.** Time is of the essence in the performance of all provisions in this lease for which time is a factor.

S. **Waiver**. No waiver of, or failure to enforce, any right granted by this agreement shall be deemed a waiver of such right upon any subsequent breach of any provision of the agreement.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____

Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

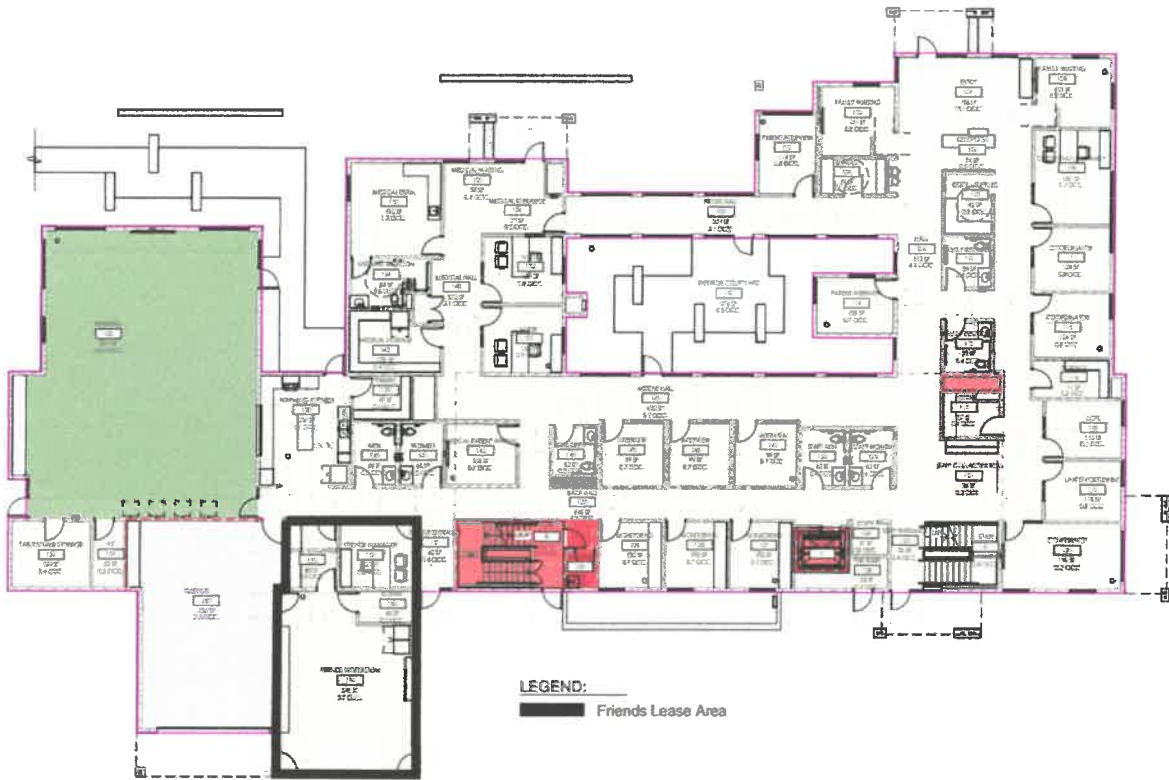
FRIENDS OF THE WEBER-MORGAN CHILDREN'S JUSTICE CENTER

By Ken Barkema

Ken Barkema, Board President

Date 6/23/2026

EXHIBIT A



Friends Lease Area Plan

