



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lt. Governor

MARLO M. OAKS
Board Chair

Utah Navajo Trust Fund



MELVIN CAPITAN, JR.
Dine' Advisory Committee Chair

TONY DAYISH
UNTF Administrator

UNTF Board of Trustees Committee Special Meeting

Friday, May 05, 2023 (3:00 pm - 5:00 pm)

Hybrid Meeting: Teleconference Meeting/ In-Person

Base Location: UNTF Conference Room, 151 East 500 North, Blanding, UT 84511

Teleconference Meeting: Google Meet

meet.google.com/xip-jyng-mun

Join by Phone 1 + (573) 343-8067 PIN 290 928 353#

MEETING AGENDA

A. CALL MEETING TO ORDER Marlo Oaks, Chair

1 Roll Call:

- ___ Marlo Oaks, Chair, State Treasurer
- ___ Jonathan Ellis, Board Member, Acting Finance Division Director
- ___ Evan Curtis, Board Member, Governor's Office of Planning & Budget

2 Recognition of Guests and Staff

B. NEW BUSINESS

Outstanding Senior Award Program (OSAP) 2023 Awards

			Dorothy Phillips
1	Mexican Water	Allyn Allen	107.5
2	Red Mesa	Terynn Tortalita	104.7
3	Aneth	Deziree Brady	103.2
4	BMDC	Shelby Vasku (Red Mesa)	101.8
5	Aneth	Shania Mitchell	93.4
6	Oljato	Chianne Bedoni	92.9
7	Naatsis'Aan	Tavin Benally (Aneth)	90.3
8	Oljato	Starlyn Bitsinnie (Oljato)	77.0
9	Teecnospos	Tayllano Benally (Oljato)	76.0
10	Dennehotso	Skylyn Bitsinnie (Oljato)	70.0
	Total		\$ 10,000.00

11 Blanding GSB Lease Agreement Root for Kids

Tony Dayish/Christopher Pieper

C. NEXT MEETING

May 26, 2023 Hybrid Meeting Blanding GSB-Virtual, 2:30 pm - 5:30 pm

D. ADJOURNMENT

	AVERAGE	CHAPTER	NAME	
1	107.5	MWTR	Allyn Allen	MW
2	104.7	RMES	Terynn Tortalita	RM
3	103.2	ANTH	Brady, Deziree	AN
4	101.8	RMES	Shelby Vasku	BMDC
5	93.4	ANTH	Shania Mitchell	AN
6	92.9	OLJA	Chianne Bedoni	OL
7	90.3	ANTH	Tavin Benally	NMTN
8	77.0	OLJA	Starlyn Bitsinnie	OL
9	76.0	OLJA	Tayllano Benally	TEEC
10	70.0	OLJA	Skylyn Bitsinnie	DENN

FINAL SCORE SHEET - OSAP 2023

STUDENTS	High School & Chapter	C. & Sr. GPA	Interviewer	Proof Residency	Unoffic Transcript	Acceptance Ltr	Pictures/Sports	Post H.S. Plans	Essay-Career	Navajo Culture	Essay Forklore	Essay Nav History	Ltr of Recomm	Resume	Portfolio Total	Interview Questions											Totals Interview	Total Average Pts
																a	b	c	d	e	f	g	h	i	j	k		
CHIANNE BEDONI	MVHS Oljato	3.633	T.DAYISH													4	1	3	4	3	5	2	4	3	2	5	36	
		3.430	D.PHILLIPS	5	5	5	10	2	2	5	2	5	5	5	51	4	5	4	5	4	5	4	4	4	4	3	46	
			A.MYERSON	5	5	5	12	5	4	4	4	4	0	0	48	5	5	5	4	5	5	5	4	4	4	5	51	
			C.LACY	5	5	5	12	5	5	5	5	5	5	5	62	5	1	2	3	4	5	5	5	5	5	5	45	
			S.NAKAI	5	5	5	7	5	4	4	4	4	5	5	53	3	2	3	3	2	2	2	5	3	3	3	31	
			R.JAMES	5	5	5	12	5	5	5	5	5	5	5	62	5	1	1	3	2	2	4	3	3	2	5	31	
			J.HARVEY	5	5	5	9	0	4	5	2	1	2	5	43	5	0	2	3	4	5	4	5	2	3	5	38	
															53.2												39.7	92.9
SKYLYN BITSINNIE	MVHS Oljato	3.461	T.DAYISH													4	2	2	2	3	3	3	3	2	2	5	31	
		3.738	D.PHILLIPS	5	5	5	0	5	4	0	0	5	3	5	37	3	2	2	2	2	3	3	2	2	2	2	25	
			A.MYERSON	5	5	5	0	0	0	0	0	0	3	5	23	5	3	4	4	4	1	5	5	5	5	5	46	
			C.LACY	5	5	5	3	5	5	5	5	5	3	1	47	5	3	3	3	5	4	4	5	5	4	5	46	
			S.NAKAI	5	5	5	1	3	2	2	2	3	3	2	33	4	3	2	2	2	3	3	4	2	2	3	30	
			R.JAMES	5	5	5	0	5	5	5	5	5	3	3	46	5	3	2	4	2	5	3	3	2	2	3	34	
			J.HARVEY	5	4	5	0	0	5	2	0	5	3	2	31	3	1	2	2	2	2	2	2	2	2	3	23	
															36.2												33.6	69.7
STARLYN BITSINNIE	MVHS Oljato	3.353	T.DAYISH													4	3	2	3	1	2	3	3	2	2	3	28	
		3.786	D.PHILLIPS	5	5	5	4	4	5	5	0	5	0	5	43	3	2	2	2	2	2	2	2	2	3	2	24	
			A.MYERSON	5	5	5	4	4	5	5	5	4	0	5	47	5	4	4	5	4	4	5	5	4	5	4	49	
			C.LACY	5	5	5	8	2	3	5	5	5	0	5	48	5	4	4	4	5	5	5	5	5	5	5	52	
			S.NAKAI	5	5	5	2	4	3	4	3	4	0	2	37	3	2	2	2	2	2	4	3	2	2	3	27	
			R.JAMES	5	5	5	0	5	5	5	5	5	0	5	45	5	3	3	3	2	2	4	3	3	2	3	33	
			J.HARVEY	5	4	5	3	0	5	5	0	5	0	5	37	5	1	2	2	1	2	4	3	2	2	2	26	
															42.8												34.1	77.0
TAYLLANO BENALLY	MVHS Oljato	3.082	T.DAYISH													4	3	2	1	2	2	2	3	1	3	3	26	
		3.524	D.PHILLIPS	5	5	5	2	4	5	5	5	0	5	5	46	2	2	2	2	2	3	2	2	2	2	2	23	
			A.MYERSON	5	5	5	5	2	2	5	2	5	-	5	41	5	4	4	4	5	4	4	5	4	4	5	48	
			C.LACY	5	5	5	3	0	5	5	5	5	0	5	43	5	5	5	5	5	5	5	5	5	5	5	55	
			S.NAKAI	5	5	5	2	2	2	2	2	2	0	2	29	3	4	4	3	3	3	5	4	4	3	3	39	
			R.JAMES	5	5	5	0	0	0	5	5	5	0	5	35	5	5	3	2	4	3	3	3	3	3	2	36	
			J.HARVEY	5	4	5	3	0	4	5	2	5	0	5	38	5	3	3	3	3	2	4	3	2	3	3	34	
															38.7												37.3	76.0
TERYNN TORTALITA	WHS Red Mesa	3.141	T.DAYISH													5	2	4	3	3	5	4	4	3	4	3	40	
		3.697	D.PHILLIPS	5	5	5	11	3	3	5	5	5	10	5	62	3	2	4	4	5	4	4	4	4	4	4	42	
			A.MYERSON	5	5	5	5	0	5	5	3	5	10	5	53	5	3	4	4	4	4	4	4	4	4	5	45	
			C.LACY	5	5	5	12	5	5	5	0	5	10	5	62	5	5	5	5	5	5	5	5	5	5	5	55	
			S.NAKAI	5	5	5	9	2	2	2	2	2	10	5	49	5	5	5	5	5	5	5	5	5	5	5	55	
			R.JAMES	5	5	5	12	5	5	4	0	4	10	5	60	5	4	5	5	5	5	5	5	5	5	5	54	
			J.HARVEY	5	4	5	7	0	5	5	1	4	10	5	51	5	2	5	5	4	4	5	5	5	5	4	49	
															56.2												48.6	104.7
TAVIN BENALLY	WHS Aneth	3.466	T.DAYISH													2	2	2	2	4	2	4	4	3	4	5	34	
		3.877	D.PHILLIPS	5	5	5	6	2	2	3	3	3	5	5	44	3	2	3	3	4	3	4	4	3	3	5	37	
			A.MYERSON	5	5	5	11	5	5	5	4	5	5	4	59	5	4	5	5	5	5	5	5	5	5	5	54	
			C.LACY	5	5	5	9	5	5	5	5	5	5	5	59	5	3	4	4	4	4	5	5	5	5	5	49	
			S.NAKAI	5	5	5	6	3	3	3	3	3	5	5	46	3	3	3	2	3	2	5	4	3	4	4	36	
			R.JAMES	5	5	5	0	5	5	5	5	5	0	5	45	5	3	3	3	4	3	5	3	3	3	5	40	
			J.HARVEY	5	4	5	4	0	5	2	2	5	5	5	42	4	2	2	2	3	3	5	5	4	4	4	38	
															49.2												41.1	90.3
SHANIA MITCHELL	WHS Aneth	3.560	T.DAYISH													4	4	3	5	4	5	5	3	4	4	4	45	
		3.639	D.PHILLIPS	5	5	5	8	2	1	2	5	2	5	5	45	3	2	3	3	3	3	3	3	3	3	4	33	
			A.MYERSON	5	5	5	12	0	0	4	4	0	5	0	40	5	5	5	5	5	5	5	5	5	5	5	55	
			C.LACY	5	5	5	12	5	5	5	5	5	5	5	62	5	5	5	5	5	5	5	3	3	3	5	49	
			S.NAKAI	5	5	5	12	2	2	2	2	2	5	5	47	4	4	3	4	3	3	4	3	2	3	5	38	
			R.JAMES	5	5	5	12	5	5	5	5	5	5	5	62	5	5	5	5	5	5	5	5	5	5	5	55	
			J.HARVEY	5	5	5	2	0	2	3	3	3	5	5	38	5	3	2	3	4	3	4	3	3	3	3	36	
															49.0												44.4	93.4

SHELBY VASKU	WHS Red Mesa	3.712	T.DAYISH												5	5	4	4	5	5	4	4	4	3	4	47			
		3.938	D.PHILLIPS	5	5	5	10	2	2	3	3	3	5	5	48	4	5	4	5	4	5	4	4	4	5	5	49		
			A.MYERSON	5	5	5	10	0	5	5	5	5	5	5	55	5	4	3	3	4	5	4	3	5	5	5	46		
			C.LACY	5	5	5	12	5	5	5	5	5	5	5	62	5	5	5	5	5	5	5	5	5	5	5	55		
			S.NAKAI	5	5	5	10	3	3	3	3	3	5	5	50	5	5	5	5	4	5	4	4	4	5	4	50		
			R.JAMES	5	5	5	12	5	5	5	5	5	5	5	62	5	5	5	5	5	5	4	3	3	5	3	48		
			J.HARVEY	5	5	5	6	0	5	3	3	5	3	5	45	5	3	2	3	4	4	5	4	4	4	4	42		
															53.7													48.1	101.8
ALLYN ALLEN	SJHS Mex Wtr	3.901	T.DAYISH												5	5	5	4	3	4	3	4	3	4	4	44			
		3.468	D.PHILLIPS	5	5	5	12	5	5	5	3	3	5	5	58	5	5	5	5	5	5	5	4	5	4	4	52		
			A.MYERSON	5	5	5	12	3	5	3	3	2	5	5	53	5	5	5	5	5	5	5	5	5	5	5	55		
			C.LACY	5	5	5	12	5	5	5	5	5	5	5	62	5	5	5	5	5	5	5	5	5	5	5	55		
			S.NAKAI	5	5	5	8	3	4	4	4	4	5	5	52														
			R.JAMES	5	5	5	12	5	5	5	5	5	5	5	62	5	5	5	5	5	5	5	5	5	5	5	55		
			J.HARVEY	5	5	5	12	0	3	5	5	3	5	5	53	4	3	4	4	3	3	4	5	4	5	5	44		
															56.7													50.8	107.5
DEZIREE BRADY	WHS Aneth	3.351	T.DAYISH												4	3	3	2	3	4	2	4	2	4	5	36			
		3.254	D.PHILLIPS	5	5	5	6	3	5	4	3	5	10	5	56	3	4	4	4	4	4	4	4	4	4	4	43		
			A.MYERSON	5	5	5	8	5	5	3	3	3	10	5	57	5	3	5	4	4	4	4	4	4	5	5	47		
			C.LACY	5	5	5	9	5	5	5	5	5	10	5	64	5	5	5	5	5	5	5	5	5	5	5	55		
			S.NAKAI	5	5	5	4	4	3	3	3	3	10	2	47														
			R.JAMES	5	5	5	9	5	5	5	5	5	10	5	64	5	3	3	5	3	4	4	5	5	5	5	47		
			J.HARVEY	5	5	5	4	0	5	5	5	5	10	5	54	5	4	5	5	5	4	3	4	4	5	5	49		
															57.0													46.2	103.2

OUTSTANDING SENIOR AWARD PROGRAM

An award program that recognizes Utah Navajo achievement as a high senior with a monetary award for educational achievement with an emphasis on the Navajo culture and language.

UNTF has evaluated the portfolios submitted by students and conducted in-person interviews with the assistance of an interview committee consisting of the UNTF Administrator, Education Specialist, a member of the Dine' Advisory Committee, a college student, and an employee from another organization. This process has selected the following students recommended to be awarded.



Each student will receive \$100 upon graduation and \$900 upon enrollment and imminent attendance at a college or university. This \$1,000 award is paid to the student and used at their discretion for their needs. UNTF will also assist with college financial aid for tuition, books & fees, and living expenses.

The Evaluation Committee

Dorothy Phillips, UNTF Education Specialist (Lead)

Jamie Harvey, UNTF Dineh Advisory Committee Member and San Juan County Commissioner

Tony Dayish, UNTF Administrator

Suzanna Clark Nakai, Utah State University (USU)-Blanding Tribal Liaison

Charlotta Lacy, Navajo Language Interpreter and USU-Blanding Navajo Language Instructor

Riana James, College Student at USU-Blanding

Alfred Myerson, UNTF Projects Documenter

107.5 pts **Allyn Allen** graduated from Whitehorse High School with a 3.9 GPA. She is being awarded as



the representative from the Mexican Water Chapter. Allyn is planning on attending Utah State University-Blanding to start with and transferring to either UCLA or the University of Utah and she has an interest in pursue a degree in either Electrical Engineering or Mechanical Engineering. She is the daughter of Lucius and Paula (Atcitty) Allen of Mexican Water, UT.

104.7 pts **Terynn Tortalita** graduated from Whitehorse High School with a 3.7 GPA. She is being awarded as the representative from the Red Mesa Chapter. Terynn is planning on



attending Utah Technical University in St. George, UT to pursue a degree in Dental Hygiene. She is the daughter of Matthew and Kendra Tortalita.

103.2 pts **Deziree Brady** graduated from Whitehorse High School with a 3.3 GPA. She is being awarded as one of the two representatives from the Aneth Chapter.



She is planning to attend Utah State University-Blanding and transfer to the University of Utah to pursue a degree in Criminal Justice and Psychology. She is the daughter of Royden Brady and her step-mom is Natalie Nakai of Aneth, UT.

101.8 pts **Shelby Vasku** graduated from Whitehorse High School with a 3.9 GPA. She is registered with the Red Mesa Chapter but is being with an available spot in the absence of an applicant from the Blue Mountain Dineh



Community. Shelby is planning on pursuing a career as a Veterinarian and possibly owning her own clinic in the future. She may attend USU-Blanding or Southern Utah University. Shelby is the daughter of Evaline Yellowman and James A. Vasku. She is half-Navajo and half-Anglo and proved to be one of the best at the Navajo Language and Culture during the interviews.

93.4 pts **Shania Mitchell** graduated from Whitehorse High School with a 3.6 GPA. She is being awarded as one of the two representatives from the Aneth Chapter.



Shania is planning on attending Utah State University-Blanding in the Medical Assistant field and wants to become a paramedic, EMT or doctor. She is the daughter of Sylvia Mitchell of Aneth, UT.

92.9 pts **Chianne Bedoni** graduated from Monument Valley High School with a 3.6 GPA. She is being awarded as one of the two representatives from the Oljato Chapter. Chianne is planning on attending a university to pursue a career in Early Childhood Education



because she was moved and influenced by amazing teachers as she attended school. She is the daughter of Valentina Smith of Monument Valley, UT.

90.3 pts **Tavin Benally** graduated from Whitehorse High School with a 3.8 GPA. He is registered with the Aneth Chapter but is being



awarded with an available spot in the absence of an applicant from the Naatsis'Aan Chapter (Navajo Mountain). Tavin is planning on attending Utah State University-Blanding for his General Studies coursework and then later on going into the medical field and possibly pursuing a career as a surgeon. He is the son of Clorissa Thomas and Don Benally of Aneth, UT.

77.0 pts **Starlyn Bitsinnie** graduated from Monument Valley High School with a 3.1 GPA. She is being awarded as one of the two representatives from the Oljato Chapter.



Starlynn is planning on attending Utah State University-Blanding for her Associates degree and plans to transfer to a Dental school later on. She is the daughter of Eva Blackwater of Monument Valley, UT.

76.0 pts **Tayllano Benally** graduated from Monument Valley High School with a 3.5 GPA. He is registered with the Oljato Chapter



but is being awarded with an available spot in the absence of an applicant from the Teecnospos Chapter. He is planning on attending Utah Tech University in St. George, UT and has an interest in two fields: Mechanical Engineering and Computer Technology. He is the son of Arabella Chee of Monument Valley, UT.

70.0 pts **Skylyn Bitsinnie** graduated from Monument Valley High School with a 3.7 GPA. Skylyn is registered with the Oljato Chapter but is being awarded with an available spot in the



absence of an applicant from the Dennehotso Chapter. She is planning on attending Utah State University-Blanding for her general studies and then transferring to Weber State University to pursue a career in Radiology. Skylyn is the daughter of Eva Blackwater of Monument Valley, UT.

R661-18. Outstanding Senior Award Program.**R661-18-101. Purpose.**

The Outstanding Senior Award Program (OSAP) is established to identify and acknowledge excellence in eligible Navajo high school seniors.

R661-18-201. Eligibility.

- (1) To apply for the OSAP:
 - (a) The student must have a GPA of 2.5 or higher; and
 - (b) The student's parent(s) must be eligible for UNTF funding.
- (2) The maximum award is will be determined by the board of trustees upon the approval of UNTF's annual budget.
 - (i) \$100 will be awarded to all applicants that meet the UNTF residency definition and paid upon graduation
 - (ii) The students selected will be awarded the remainder of the maximum amount after the student has registered in a post-secondary school
 - (iii) the awarded student will also receive a signed Certificate of Recognition
- (3) An eligible student may attend school outside of San Juan County, Utah.

R661-18-301. Application Process.

- (1) Each student applicant must submit a portfolio which must include:
 - (a) A Residency Verification form signed by the student's Chapter;
 - (b) A high school transcript showing the student's GPA;
 - (c) A copy of college acceptance letter(s);
 - (d) A list and explanation of the student's extracurricular activities and/or voluntary service projects performed during high school (grades 9-12);
 - (e) A typed essay with a maximum of 1,500 words discussing:
 - (i) The student's post-high school educational plans;
 - (ii) The student's career ambitions; and
 - (iii) At least two of the following topics:
 - (A) Knowledge of Navajo culture and Navajo people;
 - (B) Navajo traditions, language, and folklore; or
 - (C) An interesting event in Navajo history;
 - (iv) At least one letter of recommendation from a high school official, community member, or elected official; and
 - (v) A resume.
- (2) Application deadlines:
 - (a) The application deadline will be determined by the UNTF administration each year.
- (3) The Selection Committee will conduct interviews as arranged by the UNTF administration. Announcements and information regarding the program will be made available during the first month of the start of the school year and again during the first week of January.

R661-18-401. Selection Committee.

- (1) Each Utah Chapter, including BMDC, may recommend students to UNTF for the award.

The applicant, or a Chapter, may also contact the student's high school or Staff to make recommendations to the Selection Committee.

- (2) The Selection Committee consists of at least one of the DAC Education Sub-Committee members, Staff, and may include a local high school employee
- (3) The Selection Committee must have at least three committee members present to conduct interviews and evaluations.

R661-18-501. Student Interviews.

- (1) The Selection Committee will interview each student applicant and ask each student applicant to:
 - (a) Express the student's opinion, in Navajo, on the importance of maintaining the Navajo culture;
 - (b) Express what a post-secondary education means to the student;
 - (c) Express how the student intends to help the Navajo community after completing the student's college education;
 - (d) Discuss the student's goals and how the student plans to reach them; and
 - (e) Describe the student's character and qualities
- (2) Each Selection Committee member will review and assess the application and the student's responses to the interview questions and record weighted scores on the Selection Committee OSAP Scoring Sheet. The individual committee scores will then be totaled and input on the OSAP Selected Candidate Form.
- (3) The Selection Committee will review applications and select one student each from the Dennehotso, Mexican Water, Navajo Mountain, Red Mesa, and Teec Nos Pos Chapters and the BMDC, and two students each from the Aneth and Oljato Chapters. The award distribution is related to Chapter affiliation, not location of the students' high schools.

R661-18-601. Award.

- (1) The Selection Committee will forward the OSAP Selected Candidate Form to Staff for presentation to the DAC
- (2) The DAC will make its recommendation to the Board .
- (3) The Board will review and vote upon the DAC recommendation of award recipients.
- (4) Staff will prepare and send all awards, certificates, and the initial payment after board approval.
- (5) Staff will track award recipients to determine whether the recipients enroll in a post-secondary program.

R661-18-701. Unused Award Funds.

- (1) Following award to students, should any Chapter have unused award funds, another Chapter may utilize such funds for student(s) earning a score of at least 70 out of 100.

R661-19. Student Educational Enrichment Program.

R661-19-101. Purpose.

STATE OF UTAH
UTAH NAVAJO TRUST FUND

LEASE AGREEMENT
Contract No. UNTF-07-01-2022

THIS LEASE AGREEMENT ("AGREEMENT") is made and entered into by and between the STATE OF UTAH – NAVAJO TRUST FUND whose principal place of business is 151 East 500 North, Blanding, UT 84511, ("LANDLORD"), and THE LEARNING CENTER for FAMILIES DBA ROOT for KIDS, ("TENANT"), whose principal place of business is 2044 S Mesa Palms Drive St. George, UT 84770.

W I T N E S E T H

WHEREAS, TENANT desires to lease five offices in the Blanding Government Service Building in Blanding, Utah from LANDLORD for the purpose of a providing educational services for kids and families.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES

LANDLORD leases to TENANT approximately 612 square feet of space at 544 N 100 E Office 28, 29, 30, 31 owned by LANDLORD, San Juan County, Utah, as shown on Exhibit A, attached.

SECTION 2. TERM OF LEASE

2.1 The initial term of this Lease Agreement shall be for a period of one (1) year which term shall commence on July 1, 2022, and shall expire on Jun 30, 2023. Upon expiration of the lease term, and in the event TENANT does not give written notice to vacate as per Section 2.2, and/or holds over the possession of Leased Premises after the initial term of this Lease, tenancy shall become month-to-month subject to a rental increase and applicable fees as allowed under state law

2.2 This Lease Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

SECTION 4. RENT

The rent during the term shall be Dollar (\$829.00) per month payable to the Landlord on the first day of each month at the Landlord's address. If TENANT fails to pay any rent within 15 days after the due date, such unpaid amount shall be subject to a ten percent (10%) penalty. Any rent not paid within 45 days of the due date shall thereafter bear interest at the rate of 1½% per month until paid. Tenant has the option to pay \$10,860 annually.

SECTION 5. REPRESENTATIONS

5.1 LANDLORD represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same and does guarantee quiet and peaceable enjoyment of the Leased Premises to TENANT.

5.2 LANDLORD has made the Premises available for inspection by TENANT. TENANT shall take possession of, and lease, the Premises "as is", without any warranty, express or implied, including without any warranty as to Merchantability or fitness for any particular purpose.

5.3 LANDLORD certifies that the Leased Premises is in compliance with all current applicable local, state and federal laws, codes, ordinances and regulations.

SECTION 6. TENANT'S RIGHTS

6.1 TENANT shall use the Premises for its operations as office space. TENANT shall not use or permit the Premises to be used for any other purpose without the prior written approval of Landlord. TENANT shall not use or permit the Leased Premises to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal or state government, or city governments as specifically allowed by State law.

6.2 TENANT shall not make improvements, additions or alterations to the Leased Premises without having first obtained written approval from LANDLORD.

6.3 All personal property and fixtures placed in or upon the Leased Premises by TENANT shall not become part of the Leased Premises and TENANT shall remove the same at the termination or expiration of the Lease Agreement.

SECTION 7. LANDLORD RESPONSIBILITIES

7.1 LANDLORD shall not be obligated to pay for TENANT improvements during the term of this Agreement.

7.2 LANDLORD shall pay and bear all costs of real property taxes assessed against the Leased Premises.

SECTION 8. TENANT'S RESPONSIBILITIES

8.1 TENANT shall pay all charges for gas, heat, electricity, water, telephone, and other utility services used on the premises during the lease term, and shall indemnify Landlord against liability from such charges. If any such charges are not paid when due, Landlord may pay the same, and any amount so paid by Landlord shall be paid by TENANT to Landlord upon demand as additional rent.

8.2 TENANT shall, at TENANT's expense, obtain and keep in force during the term of the Lease a policy of general liability insurance of at least \$1,000,000 for Premises.

8.3 TENANT shall indemnify and hold harmless Landlord, its agents, officers, directors, trustees, fiduciaries, servants, and employees of and from any and all liabilities, claims, liens, demands, costs, and expenses arising from TENANT's use of the premises, or from the conduct of TENANT's business or from any activity, work, or things done, permitted or suffered by TENANT in or about the Premises.

8.4 TENANT shall keep the Premises and Equipment free and clear of all levies, liens, and

encumbrances created by, through, or under TENANT. TENANT shall obtain all permits and licenses, if any, necessary for the use of the Premises or operation of the Equipment or any such parts and pay all license fees, registration fees, and other charges imposed on the leasing, renting, possession or use of the Premises and/or Equipment.

8.5 TENANT covenants and agrees that during the term of this Lease, neither TENANT nor any of TENANT's agents, employees, contractors, invitees, assignees, or sublessees shall cause any hazardous material to be brought on, kept, or used in, on, or about, the Premises, or transported to or from the Premises without the prior written consent of Landlord, which Landlord shall not unreasonably withhold so long as TENANT demonstrates to Landlord's satisfaction that hazardous material is necessary or useful to TENANT's business; will be used, kept, stored, and is disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority or any fire insurance underwriters applicable to any such hazardous material; would not substantially increase the risk of fire or other casualty to the Premises.

If TENANT breaches any of its obligations contained in this section, or if any act or omission of TENANT or any its agents, employees, contractors, invitees, assignees, or sublessees causes any hazardous material to be discharged or released from, on, or in the leased Premises, then TENANT shall indemnify Landlord against and hold Landlord harmless from, any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses, and expenses (including, without limitation, attorney fees, consultant fees, and expert fees) arising during or after the term of this Lease as a result of that breach or that discharge or release.

SECTION 9. TERMINATION & SURRENDER OF LEASED PREMISES

9.1 TENANT agrees to quit and surrender peaceable possession of the Leased Premises to LANDLORD when this Lease Agreement is terminated. Upon termination of this Lease Agreement TENANT shall deliver the Leased Premises to LANDLORD in good condition, normal wear and tear excepted.

9.2 In the event of a default involving the failure to pay rent, Landlord shall provide TENANT notice of default and Landlord may, at its option, employ any legal remedies to collect amounts in arrears.

9.3 TENANT shall be in default upon the vacation or abandonment of the premises by the TENANT.

9.4 TENANT shall be in default upon the failure of TENANT to observe or perform any of the other covenants, conditions, or provisions of this Lease where such failure shall continue for a period of twenty (20) days after written notice.

9.5 If TENANT fails to meet the requirements in this Agreement, Landlord shall have the right, upon prior written notice to TENANT, to terminate this Agreement.

9.6 If this Lease should be terminated under any provision of this Lease, although the leasehold estate in real property shall terminate forthwith in accordance with the provision requiring or allowing such termination, the other rights and obligations of the parties under this Lease reasonably required to continue in order to adjust the rights of the parties as provided in the Lease shall not terminate but shall continue to govern the rights and obligations of the parties.

9.7 After terminating this Lease by giving written notice to TENANT, Landlord may at its option: re-enter the premises and take possession of the same and all fixtures therein, except for any fixtures owned by TENANT or leased by TENANT from a party other than Landlord, including, raw materials, goods, office machines and supplies or other such properties occupying the premises using any means allowable by law.

9.8 TENANT shall not assign, transfer, or sublease the Premises or any part, or any interest in, or permit the Premises, or any part, to be used by anyone other than the TENANT or the TENANT's employees without the prior written consent of Landlord. If an assignment or sublease is approved, this Agreement shall be binding on TENANT's successors and assigns.

SECTION 10. REPAIRS AND MAINTENANCE

10.1 By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall at Tenant's cost, keep the premises and every part thereof in good condition and repair except for damages from causes beyond the control of Tenant and ordinary wear and tear. Tenant shall upon the expiration or sooner termination of this Lease surrender the Premises to the Landlord in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of the Tenant excepted.

10.2 Notwithstanding the above provision, Landlord shall repair and maintain the structural portions of the building, including the standard plumbing, air conditioning, heating and electrical systems furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, employees or invitees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Tenant shall give Landlord written notice of any required repairs or maintenance. Landlord shall not be liable for any failure to repair or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice. Any repairs or maintenance to supplemental equipment required for Tenant's special needs are the responsibility of Tenant. Except as specifically herein set forth, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements to any portion of the building or the Premises or to fixtures, appurtenances and equipment therein.

SECTION 11. ASSIGNMENT AND SUBLETTING

11.1 Tenant shall not assign, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (collectively, an "Assignment") or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person, (collectively, a "Sublease") without Landlord's prior written consent which consent shall not be unreasonably withheld or delayed. It shall be reasonable for Landlord to withhold its consent to a proposed Assignment or Sublease if the proposed assignee or subtenant does not have: (a) a net worth equal to or greater than the net worth of Tenant as of the date of this Lease (Tenant must provide Landlord with evidence of such net worth simultaneously with its request regarding such proposed Assignment or Sublease. Any Assignment or Sublease shall not release Tenant from its obligations hereunder.

SECTION 12. CASUALTY

12.1 If at any time during the term hereof, the Leased Premises shall be damaged or destroyed by fire, the elements, or any other casualty, Tenant shall give immediate notice thereof to Landlord. If the Premises or the Building shall be damaged by fire or other cause, Landlord shall at its option either (a) undertake to restore such damage with all due diligence or (b) in the event the Premises or the Building is damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be economically repaired within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within thirty (30) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Building but not the Premises shall be effective as of the date notice is given. If Landlord elects to restore, Landlord shall not be obligated to restore any improvements in the Premises which were not owned and constructed by Landlord. This Lease shall, unless terminated by Landlord pursuant to this Paragraph 11, remain in full force and effect following such damage, and, in the case of damage to the Premises, the Rent prorated to the extent that the Premises are rendered untenantable, shall be equitably abated until such repairs are completed, provided, however, that if Tenant does not restore its leasehold improvements and trade fixtures with due diligence, abatement shall cease as of the date restoration could have been completed using due diligence.

SECTION 13. DISPUTE RESOLUTION

13.1 Jurisdiction shall lie exclusively with the courts of the State of Utah regarding any issue relating to this Lease or the Premises.

13.2 In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney's fees.

13.3 Any and all disputes regarding or arising from this Lease Agreement shall be subject to an alternative dispute resolution process under the Utah Alternative Dispute Resolution Act (UCA §78B-6-201 *et seq.*).

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 No provision of this lease may be amended or altered except by agreement in writing signed by the parties.

14.2 Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom notice is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt, and if mailed, upon the third day after mailing.

If to TENANT:

If to Landlord:

The Learning Center for Families
DBA Root for Kids
2044 S Mesa Palms Drive
St. George, UT 84770

Tony Dayish, UNTF Administrator
151 E. 500 N
Blanding, UT 84511

14.3 This Agreement may be executed in counterparts and by electronic means, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

14.4 Either party shall, upon written request by the other party shall execute, and deliver to such requesting party documentation required by any fee mortgage lenders, purchasers, assignees and/or subtenants affirming the terms of this Lease Agreement. Such declaration shall be executed and delivered to the requesting person by the party whom the declaration has been requested no later than twenty (20) days from such request. All fee mortgage lenders, purchasers, assignees and/or subtenants shall be entitled to rely upon same.

14.5 Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way effect, impair, or invalidate any other provisions; and such remaining provisions shall remain in full force and effect.

14.6 Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, subject to time provisions contained.

14.7 This Agreement contains all of the agreements of the parties regarding any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest which writing to be effective must specifically refer to this Lease Agreement.

14.8 Each party warrants to the other that it has had no dealings with any real estate broker or agent in connection with negotiating this Agreement, and each party agrees to hold the other harmless from any claim for compensation, commission, or other charges by any other real estate broker or agent.

14.9 No covenant or condition of this Agreement may be waived except by a written consent signed by the party to be charged with the waiver. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and until complete performance by the other party of such covenant or condition, the party shall be entitled to invoke any remedy available to it under this Agreement despite any such forbearance or indulgence. No waiver by either party of any provision of this Agreement shall be deemed to be a waiver of any other provision or of any subsequent breach by either party of the same of any other provision. Landlord's consent to or approval of any act by TENANT requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval of any subsequent act by TENANT, whether or not similar to the act consented or approved.

14.10 TENANT shall not record this Lease Agreement without the prior written consent of Landlord.

14.11 Except as otherwise expressly provided, all provisions in this Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. Each provision to be performed by TENANT shall be construed to be both a covenant and a condition, and if there shall be more than one TENANT, they shall all be bound jointly and severally, by these provisions. "Landlord"

IN WITNESS WHEREOF, the parties have executed this Real Property Lease Agreement
Contract No. UNTF 07-01-2022 effective this 1st day of July, 2022.

TENANT:
ROOT FOR KIDS

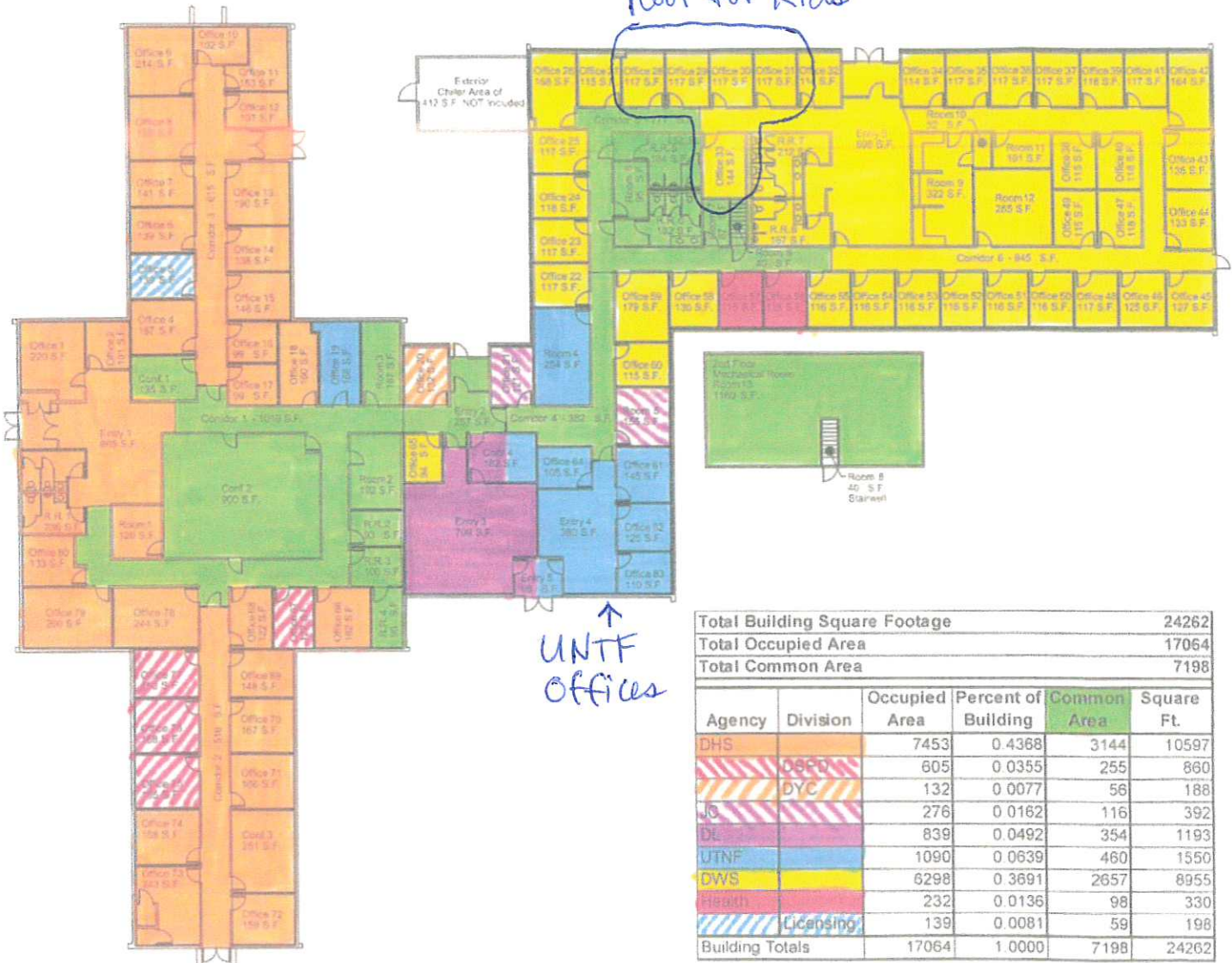

Suzanne Leonelli

LANDLORD: STATE OF UTAH
UTAH NAVAJO TRUST FUND

Marlo M. Oaks
UNTF Board Chair

Formerly Dept.
of Health

Root for Kids



Total Building Square Footage					24262
Total Occupied Area					17064
Total Common Area					7198
Agency	Division	Occupied Area	Percent of Building	Common Area	Square Ft.
DHS		7453	0.4368	3144	10597
	OSPD	605	0.0355	255	860
	BYC	132	0.0077	56	188
JO		276	0.0162	116	392
DL		839	0.0492	354	1193
UNTF		1090	0.0639	460	1550
DWS		6298	0.3691	2657	8955
Health		232	0.0136	98	330
	Licensing	139	0.0081	59	198
Building Totals		17064	1.0000	7198	24262

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

REAL ESTATE LEASE AGREEMENT

CONTRACT NUMBER: 211822

DATE: 12/17/2020

LANDLORD:

NAVAJO TRUST FUND OF THE STATE OF UTAH

and

TENANT:

STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

OCCUPYING AGENCY:

DEPARTMENT OF HEALTH

PROPERTY LOCATED AT:

544 North 100 East, Blanding, Utah 84511

Landlord
151 East 100 North
Blanding, Utah 84511
Maury Bergman
Finance Manager
435-279-6249
mbergman@utah.gov

Tenant
4315 S. 2700 W. 3rd Floor
Taylorsville, Utah 84129
Lee Fairbourn
Real Estate Manager
801-957-1792
lfairbourn@utah.gov

Occupying Agency
544 N 100 E
Blanding, Utah 84511
Jenniel Allen
Support Services Director
801-538-6109
jennielallen@utah.gov

**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

LEASE AGREEMENT

Contract No. 211822

This Lease Agreement is made this 7th day of December 2020 (hereinafter referred to as the "Effective Date") by and between the Navajo Trust Fund of the State of Utah, hereinafter referred to as "Landlord," and the STATE OF UTAH, Division of Facilities Construction and Management, hereinafter referred to as "Tenant" for use of the Department of Health, hereinafter referred to as the "Occupying Agency".

In consideration of the rental to be paid by State of Utah, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises as described below, for the period of time, at the rental, subject to and upon all of the terms, covenants and agreements hereinafter set forth. This Lease Agreement supersedes all prior agreements or Leases between Landlord and Tenant. This Lease Agreement shall be effective upon execution of the Lease Agreement by both Landlord and Tenant. The effective date shall be the date of execution of the last signature.

SECTION 1. TERM

1.1 TERM OF LEASE

The term of this Lease shall be for a period of 60 (sixty) months. The term of the Lease Agreement shall commence on January 1, 2021 and expire on December 31, 2025.

1.1.1 EARLY OCCUPANCY

Tenant shall be granted early occupancy from December 7, 2020 to December 31, 2020 to set up the Leased Premises at no cost.

1.2 DATES

Dates and Date definitions as used in this Lease Agreement are provided below

DATE TYPE	DATE DEFINITION
Rent Commencement Date	This date is defined in Section 1.3.2.
Substantial Completion	Non Applicable.
Possession Date	This date is defined in Section 2.8.
Rental Date	This is the first day of each month during the term of the Lease Agreement.
Rental Late Date	This date is defined in Section 1.3.3.

1.3 CONSIDERATION

1.3.1 RENTAL SCHEDULE

In consideration of granting this Lease Agreement the rentals payable by the Occupying Agency to Landlord shall be paid based on the rental schedule attached in Exhibit B.

execution of the Lease Agreement by both parties.

In witness whereof, the parties hereto sign and cause this Lease Agreement to be executed.

Tenant:

State of Utah

Landlord:

Board of Trustees
Of the Utah Navajo Trust Fund

Signature: Lee Fairbourn
Lee Fairbourn (Dec 16, 2020 15:57 MST)

Email: lfairbourn@utah.gov

Title: Real Estate Manager

Lee Fairbourn Date
lfairbourn@utah.gov
Real Estate Manager
Division of Facilities Construction
and Management

Signature: David Damschen

Email: ddamschen@utah.gov

Title: Chairman, Utah Navajo Trust Fund Board of Trus

David Damschen Date
ddamschen@utah.gov
Utah State Treasurer
Chairman

Signature: Marc Babitz

Email: mbabitz@utah.gov

Title: Division Director

Marc Babitz Date
mbabitz@utah.gov
Director
Division of Family Health & Preparedness

Signature: Shari A. Watkins

Email: swatkins@utah.gov

Title: Financial and Operations Director

Shari Watkins Date
swatkins@utah.gov
Director
Office of Fiscal Operations

Approved:

Signature: RECEIVED AND PROCESSED
BY DIVISION OF FINANCE

Email: fi_contracts@utah.gov

Title: Contract/Grant Analyst

Utah Division of Finance