

JENNY WILSON
Salt Lake County Mayor

ROBIN B. CHALHOUB
Department Director
Community Services

MARTIN JENSEN
Division Director
Parks & Recreation

Salt Lake County
Government Center
2001 S State Street
Suite S4-700
Salt Lake City, UT 84190
(385) 468-1800

October 17, 2024

Dear Mayor,

Attached is a agreement between Sugar House Park Authority, Salt Lake County and 501c3 – Free The Game to build a street style soccer court at Sugar House Park. This new court would be installed 100% at the cost of Free The Game, creating a new cost free recreation amenity for Salt Lake County residents. This court is similar to the successful futsal courts that have previously been built by Real Salt Lake.

Free The Game is a registered 501c3 that has recently built a court in Salt Lake City's Sherwood Park and is actively engaged in building soccer street style courts in numerous places around the Country with the goal to reduce barriers to recreation.

This court and fence and agreement are similar to the Utah Jazz donations for outdoor basketball courts in numerous parks that the County facilitates. Salt Lake County Parks and Recreation is 100% in support of this donation. The Sugar House Park Authority has reviewed and approved their plan, donation and support the installation of this court in the park as well.

Respectfully,



Martin Jensen
Director
Salt Lake County
Parks and Recreation

**DECLARATION OF DONATION
MAYOR OR ELECTED OFFICIAL APPROVAL**
For Elected Official or Designee's approval consistent with Policy 1006

(Cash donations \$5,000 and under; Property donations \$1,000 and under.)

DECLARATION OF DONATION

I, Travis Winn, irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County to become permanent property of Salt Lake County and to be administered in accordance with its established policies. I assign and transfer all rights, including any copyrights that I possess on these properties to Salt Lake County, without restrictions or conditions except those noted below under "Other provisions or restrictions."

Description of donation:

This donation includes the necessary elements for a street soccer court at Sugar House Park (at Fabian Lakeside Pavilion). These elements include black vinyl chain-link fencing to contain the ball, two (2) custom 6' wide x 3' high soccer goals, painted boundary lines, and a dedicatory plaque (roughly 16" tall x 20" wide) recognizing those that helped donate money to build the court.

Property Value (estimated by the donor): \$25,000

Donor Name: Travis Winn
Please Print

Travis Winn
Digitally signed by Travis Winn
Date: 2023.09.06 17:17:35 -06'00'
Donor Signature

Donor Address: 3753 Grandeur Park Ln. Millcreek UT 84109
Address State Zip

Other provisions or restrictions:

Date of transfer of title and delivery: 09/06/2023

Salt Lake County hereby accepts the above donation under the conditions specified within this Declaration of Donation form, but makes no judgment as to the value of the Donation.

Elected Official/Mayor or Designee

Date

DONATION AGREEMENT BETWEEN SALT LAKE COUNTY AND FREE THE GAME

This Agreement ("Agreement") is between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County"), and FREE THE GAME, a Utah non-profit corporation, whose mailing address is 625 south 600 West Salt Lake City, UT 84101 ("Donor"). The County and the Donor are referred to as the Parties.

THE PARTIES AGREE AS FOLLOWS:

Section 0. Background

- A. The Sugar House Park Authority ("Park Authority") was established as a non-profit corporation under the laws of the State of Utah for the purpose of acquiring, holding, maintaining, developing, and operating Sugar House Park (hereinafter referred to as the "Park") for the purposes of recreational, educational, historical and cultural enjoyment of the residents of Salt Lake County and all other persons.
- B. The Park Authority and the County, through its Parks and Recreation Division, have contracted for the County to manage and maintain that portion of real property owned and operated by the Park Authority.
- C. Donor desires to make improvements to, and maintain said improvements, Parley's Creek Pavilion as outlined in Addendum 1 (the "Improvements"), attached hereto and incorporated by reference into this Agreement.
- D. The installation of the Improvements will be referred to as the Project. The maintenance and repair of the Improvements is referred to as the Maintenance.
- E. Donor has or will follow the procedures established in Salt Lake County Countywide Policy 1006 regarding donations to the County, and the County has accepted the donation pursuant to the policy. The County recognizes that the Improvements will convey a significant public benefit to County's Park operation and maintenance obligations.

SECTION 1. Use Permit.

A. The County hereby grants permission and license to Donor to access the Park and complete the Project. The County also grants permission and license to Donor to complete any Maintenance. The costs to complete the Project and any Maintenance will be the sole responsibility of Donor. The County will have no obligation to compensate or otherwise pay Donor or its contractor.

SECTION 2. Obligations of Donor.

A. Prior to commencing work on the Project, Donor shall provide detailed construction alignments, work specifications, work schedule, disturbance mitigation plans, and staging plans for the Project to the County for the County's review and written approval before commencement of work. The County may withhold its approval in the County's sole discretion. Donor shall coordinate the design of the Project with the County and shall amend

the construction alignments and related work specifications as necessary in order to receive the County's approval to commence work.

B. Any modifications to the Project that are proposed after the County's initial approval of the Project must be submitted with relevant documentation in a timely manner for the review and written approval by the County in the County's sole discretion. Proposed modifications will not proceed until the County has reviewed and approved of any proposed modification. The County will not be responsible or liable for any delays arising out of this review and approval process.

C. Donor represents that it is able to complete the Project and will obtain funds to complete the Project and other commitments as described and provided in this Agreement.

D. Donor shall cause the contractor, and any and all other design professionals or consultants, to perform the work at the sole expense of Donor.

E. Donor shall enforce all terms, conditions, performance requirements, and warranties provided under the construction contract for the Project and shall correct any defective or non-compliant work as required by such construction contract and as requested by the County.

F. Donor shall schedule a final walk-through and inspection by the proper authority of the work at the substantial completion of the Project. Donor shall correct all deficiencies that are identified by the County or Park Authority during the walk-through. Once all deficiencies have been corrected to the approval of the County or Park Authority, Donor shall turn ownership over to the Park Authority.

G. Donor shall do the following regarding the Project: (1) allow a County representative to be involved in managing the Project and to be included in all Project construction discussions for Project oversight and coordination purposes; (2) assure that the Project meets the County's standards; (3) mitigate any disturbance to the Park, including assuring that (a) all construction equipment is clean of dirt, seeds, and other construction debris before being brought onto the Park, (b) equipment used for the Project meets any applicable County standards (such as maximum tread width and that no trail dozers be used), (c) any area disturbance or damage is restored.

I. Donor shall not perform on the Park any work other than the Project or make any other improvements on the Parcel. Donor shall perform all such work pursuant to all applicable federal, state, and local laws or regulations. Completion of the Project shall be at Donor's sole expense.

J. At all times that this Agreement is in effect, Donor's use of the Park will be subject to any County use of the Parcel that the County may desire, and the County will not be liable to Donor for any loss of use or damage to Donor's facilities resulting from such use.

SECTION 3. Donation Provisions

- A. Donor's donation of the Improvements (the "Donation") to the County will constitute a donation to County's Sugar House Park operations and maintenance obligations under Salt Lake Countywide Policy 1006. The County desires to accept the Donation upon its completion. The Salt Lake County Council has accepted the Donation.
- B. The Donation does not involve the grant of any naming rights to Donor. A sign may be erected at or near the Improvements acknowledging the Project donors.
- C. Donor will not be responsible to pay the cost of the long-term maintenance, relocation, and removal of the Donation.
- D. Except as specified in Addendum 1, the County will not be responsible for any loss or theft of the Donation and the County is not obligated to replace the Donation if it becomes stolen or damaged.
- K. The Park Authority will own the Donation as long as the Improvements remain in the Park.
- L. The County reserves the right to remove the Donation for safety reasons, deterioration, neglect, or vandalism.

SECTION 4. Other Provisions

- A. This Agreement is not assignable.
- B. Any ambiguity in this Agreement will be construed in favor of the County.
- C. This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and may be changed but only by a written instrument signed by both parties.
- D. Donor represents that it has not: (a) provided an illegal gift 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 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 Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

E. This Agreement is effective upon the signature of the last Party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date"). The Donor shall complete the Improvements within 90 calendar days of the Effective Date. This Agreement terminates on December 31, 2038. Upon termination for any reason, Donor's obligations to repair and maintain the Improvements shall also terminate and the County may remove the donation plaque.

L. The County may revoke and terminate this Agreement for any reason and at any time upon 30 days' prior written notice sent to Donor at Donor's above stated address. Upon receipt of such notice, if directed in writing by the County, Donor shall remove any facilities or improvements from the Park, restoring the Park as nearly as possible to its condition before the date of this Agreement. Said removal of improvements shall be completed by Donor within 30 calendar days of the effective date of such termination. The County will not be liable to the Donor for any damages, costs, or expenses incurred by the Donor if County so terminates this Agreement.

M. To the fullest extent allowable by law, Donor agrees to indemnify the County, its officers, agents, and employees against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Donor, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Donor's breach of this Agreement or any acts or omissions of or by Donor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. The Donor agrees that its duty to indemnify the County under this agreement includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred by or on behalf of the County.

N. The County assumes no responsibility for any damage or loss that may occur to Donor's property, except the obligations provided in Addendum 1. Nothing in this Agreement will be construed to create a partnership, joint venture, or employment relationship.

O. Donor, or Donor's contractor, shall add the County as an additional insured on their commercial and automobile insurance policies. If Donor's contractor adds the County as an additional insured, Donor shall include a requirement in Donor's contract with its contractor that requires the contractor to indemnify the County, in substantially the same form as Section 4.M of this Agreement. Donor shall maintain any necessary workers' compensation insurance.

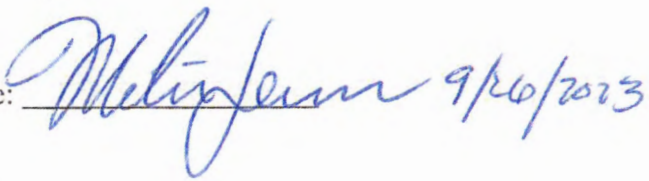
The parties execute this Agreement.

Salt Lake County

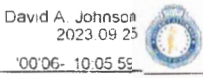
Signature: _____
Mayor or Designee

Date: _____

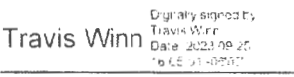
Division Review

Signature:  9/16/2023

Reviewed as to form and legality for Salt Lake County

Signature:  _____
David A. Johnson
2023.09.25
00'06- 10.05.55

Donor: Free the Game

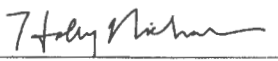
Signature:  _____
Digitally signed by
Travis Winn
Date: 2023.09.25
16:45:21-0500'

Name: Travis Winn

Title: President

Date: 09/25/23

Reviewed and approved by Sugar House Park Authority

Signature: 

Name: Holly Nichols

Title: President, Sugar House Park Authority

Date: 10/17/23

ADDENDUM 1

To: Martin Jensen, Director of Salt Lake County Parks and Recreation

Dear Mr. Jensen,

Free the Game (FTG) is very grateful for the time and counsel you and your team have provided us in the past year to connect regarding our project to create free, open-to-the-public street soccer courts for communities throughout the county.

With the help of our friends and partners in the soccer community, we are finally ready to build some courts and excited to work with Salt Lake County Parks and Recreation (SLCO) to provide these courts where they will be most used.

LOCATION

We are thrilled we be working on a court together at Sugarhouse Park, specifically the underutilized concrete pad connected to Parley's Creek Pavilion.

DONATION

We understand and agree that the improvements that FTG will make to the court area of Parley's Creek Pavilion will be done as a donation to SLCO.

IMPROVEMENTS

The following improvements have been considered as part of the donation:

1. Fencing. We will be using a black, nylon-coated chain-link fence positioned at the edge of the existing concrete pad. The installation of the fence, including the setting of posts and the stretching of the chain-link fence will be done by fencing professionals. At this location, we intend on using American Fence.
2. Goals. The goals, sized 3' tall x 6' wide, will be manufactured to be weather-resistant. Instead of the typical nylon nets that become frail in extreme weather, we spec chain link – similar to metal basketball nets.
3. Painted Boundary Lines. The external boundaries of the court will be placed 2' inside the chain-link fence. These are typically painted in a 'school bus yellow' – to be most visible against the concrete surface.
4. Seating. We propose to build two tiered bleacher styled benches along the length of the court to provide seating for those watching or waiting to play.
5. Lighting (If necessary). If currently unavailable to the site, FTG will donate lighting fixtures at the site and work with SLCO on location, design, and installment procedures. SLCO will maintain the lighting fixtures proceeding installment.
6. Netting (If necessary). A suspended net above the court may also be donated and installed by FTG, only if SLCO determines it is necessary.

MAINTENANCE

FTG will maintain, replace, or repair any of the donated items (chain link fencing, concrete, netting, and seating). SLCO will maintain court cleanup such as leaf-blowing and graffiti removal/cleanup.

USE OF COURT

The court is intended to be open to the public and operated by SLCO. FTG reserves the right to reserve the court for events, up to twelve (12) times per year, and will work with SLCO to follow the Sugar House Park Authority's proper reservation/event procedures. FTG will abide by all applicable rules and regulations in its use of the facilities under this donation.

REQUESTS FOR CONSIDERATION

As we are a non-profit that aims to build these courts with the money raised by public grants and/or private donations, we would request the following to be considered:

1. A standing Plaque, in close proximity to the street soccer court, roughly 12" x 18", where those that have significantly contributed to the improvements may be recognized for their generosity. (See example in Exhibit A). For clarity, "Sugar House" should be two separate words.

EXHIBIT A

This is just a mock-up of the sign we would like to honor our donors with. It would be designed without showing logos of the companies (donors) to reduce any inclination of corporate branding on the court.

