

Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
prior to the COW meeting by noon.*

Date Received (office use)	
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Date of Request	6/7/17
Requesting Staff Member	Martin Jensen
Requested Council Date	6/13/17
Topic/Discussion Title	Real Salt Lake Foundation Donation of Futsal Courts
Description	Agreement between SLCO Parks and Rec and RSL Foundation to build 4 futsal (street soccer) courts in two County Parks, Centennial Park and Taylorsville Park. RSL Foundation is covering cost of construction approximately \$300,000.
Requested Action¹	Accept RSL Foundation Donation
Presenter(s)	Martin Jensen/Christina Oliver <i>Holly Yocom</i>
Time Needed²	10 mins
Time Sensitive³	
Specific Time(s)⁴	No
Contact Name & Phone	Christina Oliver x81788
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Please see attached letters and signed contract.

Mayor or Designee approval:

Lin J. Hark

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

1200

FORM A

Application for Contribution
(Including Fee Waivers)

Name of Organization: Real Salt Lake Foundation

Address: _____

Contact Person: Mary Van Mindy Phone: 801 330 3162

Fax: _____

Fiscal year runs from _____ to _____.

Brief History of Organization: (Who started it? How long has it been organized? etc.)

Real Salt Lake have been in existence for 11+ years as a professional soccer club.

Type of Request: Money _____ Equipment _____ Personnel _____ Facilities _____ Fee Waiver _____ Donation ✓

Have you previously received money from Salt Lake County? Yes _____ No _____

If yes, when and how much? (previous three years)

If you are requesting money, please answer the following questions:

Amount of Request: \$ _____

Percent of Agency Budget: _____ %

Purpose of money requested and target population (may include a draft program):

RSL Foundation will be donating \$300,000 towards the construction of football courts in 2 County parks. Please see attached documents for details and contract.

1000

1000

1000

Paul & H. Lake Foundation

Paul & H. Lake Foundation
PO Box 830 SPS

Paul & H. Lake have been in existence for 11 years as
a professional soccer club.

Foundation

PSL Foundation will be donating \$200,000 towards
the construction of football courts in 5 courts
parks. Please see attached documents for
details and contact.



June 6, 2017

Mayor McAdams,

Ben McAdams
Salt Lake County Mayor

Holly Yocom
Community Services
Department Director

**PARKS & RECREATION
DIVISION**

Martin Jensen
Division Director

Salt Lake County
Government Center
2001 South State Street
Suite S-4700
Salt Lake City UT 84190

801 / 468-2299
801 / 468-2579 fax

Salt Lake County Parks and Recreation has a proposed partnership with the Real Salt Lake Foundation to build and install four futsal courts in Salt Lake County. These street style soccer courts will create a new recreation opportunity for youth and adults in the valley and will be paid for by Real Salt Lake. Please see the attached letter and contract for details.

We are excited and fully support the proposed construction of futsal courts in Centennial Park, adjacent to the Northwest Recreation Center and in Taylorsville Park adjacent to Redwood Road. These two locations will not displace any current programming, will improve and revitalize areas of parks that are underutilized by County residents. We anticipate that after accepting the futsal courts are constructed there will not be an increase in operations or annual maintenance at these two locations.

Real Salt Lake Owner Del Loy Hansen would like to present the proposed partnership and the donation of approximately \$300,000 worth of work to the Council of the Whole on Tuesday June 13, 2017.

Salt Lake County Parks and Recreation welcomes the opportunity to provide new and diverse recreation opportunities to County residents and are grateful for partners such as Del Loy Hansen and the Real Salt Lake Foundation that are committed to improving lives of our youth and residents.

Thank you.

A handwritten signature in blue ink, reading 'Martin Jensen'.

Martin Jensen
Director Salt Lake County Parks and Recreation

"Improving Lives, Through, People, Parks and Play."
www.recreation.slco.org

Mayor Ben McAdams & Salt Lake County Council
2001 State Street, SLC, UT. 84190
5/16/2017




Dear Mayor McAdams and County Council Members,

The RSL Foundation, in partnership with Salt Lake County Parks and Recreation are excited to form a partnership to bring Soccer Futsal Courts to County residents. Futsal is a small-sided soccer game, played on a hard surface that develops quick reflexes and ball control. Futsal is a sport that is a derivative of soccer and played with five-man teams on a basketball style court with no walls and permanently installed goals. Great soccer superstars such as Pele, Ronaldo and Neymar grew up playing the game and credit futsal with developing their skills. Futsal courts are wildly popular with adults and youth in South America and Europe and are currently being installed throughout the U.S.

The RSL Foundation and Salt Lake County Parks and Recreation, have identified two locations where installing 2 courts at each location, will make a deep impact on the community and make significant improvements to the physical space. The first of the two sites is located at the Northwest Recreation Center in Centennial Park in Salt Lake City, which is a hub of youth activity. In 2009 the Major League Soccer All-Stars built and installed a traditional playground at the site as well. The futsal court will be loved and used by both the youth and adult community in this neighborhood. The second location is Taylorsville Park, located at 4731 S. Redwood Road. The Futsal Courts would fit perfectly on the space in the northwest corner of the park and would be a great improvement and bring some welcomed activity and life to the park.

The RSL Foundation is contributing \$300,000 for the full construction of these four courts and is partnering with SLCO Parks and Recreation to build them to their standards. After the courts are built, both organizations are committed to maintaining them for the use of residents. Both of these projects are in alignment with Salt Lake County Parks and Recreation Master Plan of enhancing and improving existing recreation amenities.

The Real Salt Lake Foundation works to build stronger communities by creating healthy gathering places, strengthening youth soccer and supporting STEM and green initiatives. The RSL Foundation is funded by private and public donations. It operates as a Private Operating Foundation under the federal tax determination of a 501 (c) (3).


Dell Loy Hansen
Real Salt Lake Owner



children's
JUSTICE CENTER
SALT LAKE COUNTY



Ralph Chamness
Chief Deputy
Civil Division

Lisa Ashman
Administrative
Operations

SIM GILL
DISTRICT ATTORNEY

Jeffrey William Hall
Chief Deputy
Justice Division

Blake Nakamura
Chief Deputy
Justice Division

June 1, 2017

Mr. Martin Jensen, Director
Salt Lake County Division of Parks and Recreation
2001 S. State Street, Suite S4-700
Salt Lake City, UT 84190

RE: Revised Agreement with Real Salt Lake Foundation for Futsal Pitch Donation at
Constitution Park and Taylorsville Park

Dear Martin,

Enclosed, please find the above referenced revised agreement approved as to form. It is being forwarded to you for further processing in accordance with County policies. This revised agreement includes several changes requested by the Foundation, including a requirement that the County indemnify them for claims arising from the use of the pitches.

As you process the enclosed version, please ensure the previous version I sent to Jon Ruedas on May 17th is destroyed so as to not execute conflicting agreements on the same subject matter. However, please first remove the exhibit from the earlier version and attach it to the enclosed version.

If you have any questions or further concerns about this matter, please contact me at the number provided below.

Sincerely,

MEGAN L. SMITH
Deputy District Attorney
Civil Division
Telephone: (385) 468-7792

EC: Christina Oliver
Walt Gilmore
Jon Ruedas
Brent Laulusa
Darian Abegglen
Larry McKinney

County Contract No. _____
District Attorney No. 2017-08280

AGREEMENT
between
SALT LAKE COUNTY
For its Parks and Recreation Division
and
REAL SALT LAKE FOUNDATION, INC.,
For
Futsal Pitch Donations

This AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2017 by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah for its Division of Parks and Recreation and REAL SALT LAKE FOUNDATION, INC., a Utah Non-Profit Corporation (the "Foundation") with its principle place of business located at 9256 S. State St. Sandy UT, 84070.

WITNESSETH:

WHEREAS, County owns and operates Constitution Park located at 200 North 1300 West in Salt Lake City, Utah as well as portions of Taylorsville Park located at 4731 South Redwood Road in Taylorsville, Utah (collectively the "Parks"); and

WHEREAS, the Foundation has an interest in promoting youth soccer and desires to donate Futsal Mini Pitches including goals (the "Pitches") for public use on a portion of the Parks; and

WHEREAS, the County desires to engage with the Foundation pursuant to this Agreement to have them design, build and partially maintain the Pitches at County's Parks.

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and the payments herein mentioned to be performed and paid, the parties agree as follows:

1. Donation of Mini Pitches. Foundation shall pay all costs to design and install two Pitches at each Park site as depicted in Exhibit A and in accordance with the plans and Specifications defined in Paragraph 3 below.
2. Contractor. Foundation shall have the right, in its sole and absolute discretion, to select the contractor responsible to install the Pitches (the "Contractor") and shall enter into a construction contract with the same to complete the installation of the Pitches.

3. Plans and Specifications. The Foundation shall cause the Contractor to submit to the Parties detailed plans and specifications (the "Plans and Specifications") for the Pitches for the Parties' review and approval (such approval to not be unreasonably withheld, conditioned, or delayed) prior to the commencement of installation of the Pitches.

4. Use of Marks. County hereby grants to the Foundation the right, during the Term (as defined below), to affix or place the trademark, trade name or any design/logo owned and/or controlled by (a) the Foundation, (b) any Foundation Indemnified Party (as defined below), including, without limitation, the Real Salt Lake soccer club, or (c) any lender or sponsor of the Foundation or any Foundation Indemnified Party, including without limitation, the Real Salt Lake soccer club (each a "Mark" and, collectively, the "Marks"), on the surface of the Pitches and/or any fencing surrounding or near the Pitches (including any windscreen or banner attached to such fencing). At all times during the Term, the Foundation shall have the right to determine the size and location(s) of placement of each Mark, and the Foundation shall have the right to remove, replace or modify each Mark (including, for avoidance of doubt, the size and location(s) of placement thereof), in its sole discretion and at its sole cost and expense. Except as specifically provided in this Section, nothing in this Agreement shall give County the right to reproduce, use, exhibit, or distribute in any manner any of the Marks. At the conclusion of the Term or any time thereafter, the Foundation shall have the right to instruct County to remove any or all of the Marks from the Pitches. County hereby agrees that, if the Foundation provides to it a notice in writing that the Foundation desires any or all of the Marks to be removed from the Pitches at the conclusion of the Term or any time thereafter, then County shall immediately remove the relevant Mark(s) from the Pitches, at County's sole cost and expense.

5. Proof of Ownership. Prior to the commencement of installation of the Pitches, County shall provide to the Foundation evidence of its ownership of the Parks.

6. Assumption of Risk. As between the Parties, County hereby agrees to assume all risks and liabilities associated with the use, operation, repair, maintenance, safety and condition of the Pitches, including, without limitation, any and all injury to persons and damage to property in or about the Pitches and/or the Parks. None of the Foundation or any Foundation Indemnified Party shall be liable for injury or damage which may be sustained by the person, goods or property of County or its agents, employees, invitees (including, without limitation, any guests, spectators and/or members of the public using the Pitches and/or the Parks) or contractors in or about the Pitches and/or Parks, whether said damage or injury results from conditions arising within the Pitches or from other sources. As between the Parties, County hereby assumes the entire risk of theft, malicious mischief and other criminal activities which might adversely affect County's use of the Pitches or which may be sustained by the person, goods or property of County or its agents, employees, invitees (including without limitation, any guests, spectators and/or members of the public using the Pitches and/or the Parks) or contractors.

As used herein, "Foundation Indemnified Parties" means the Foundation and its affiliates, and their respective direct and indirect shareholders, members, managers, controlling and controlled persons and subsidiaries, together with the directors, officers,

trustees, employees, beneficiaries, successors and assigns of each of the foregoing individuals and entities.

7. Indemnification by County. County agrees to indemnify, hold harmless and defend the Foundation and the Foundation Indemnified Parties from and against any and all losses, damages, injuries, liabilities, and claims (collectively "Claims"), including, but not limited to, claims arising for personal injury, death, or damage to personal property however allegedly caused, resulting directly or indirectly from, or arising out of: (i) use or occupancy of the Pitches, including any goals and fencing associated with the Pitches; and (ii) any negligence or willful misconduct of County or any of County's agents, contractors, employees, licensees or invitees. In the event that any Claim is brought against any foundation indemnified Party, County upon notice from such Foundation Indemnified Party shall defend such Claim at County's sole cost and expense. Notwithstanding any provision to the contrary contained in this Section, nothing contained in this Section shall be interpreted or used in any way to affect, limit, reduce or abrogate any insurance coverage provided by any insurer to County or any Foundation Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, County shall not be liable for Claims arising from the negligence or willful misconduct of the Foundation or any other Foundation Indemnified Party, including, but not limited to Claims arising from the construction or maintenance of the Pitches by the Foundation or any Foundation Indemnified Party.

8. Insurance.

County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2016).

Foundation shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

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 Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement 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 the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(i) Currently rated A- or better by A.M. Best Company;

—OR—

(ii) Listed in the United States Treasury Department's current *Listing of Approved*

Sureties (Department Circular 570), as amended.

C. Foundation shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, Foundation shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Foundation hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Foundation shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to the County in a manner approved by the County District Attorney.

G. In the event Foundation fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Foundation for the costs of said insurance.

REQUIRED INSURANCE POLICIES.

Foundation 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. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Foundation shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, Foundation, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Foundations' operations under this Agreement, whether performed by Foundation itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Foundation shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Foundation agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Foundation to provide commercial automobile liability insurance.

9. Indemnification by Foundation. Foundation agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, 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, negligent acts or omissions by Foundation, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

10. Maintenance & Repairs. Foundation shall have the right, but not the obligation during the Term and for so long after the Term as any of the Marks are affixed or placed on the surface of the Pitches and/or any fencing surrounding or near the Pitches (including any windscreen or banner attached to such fencing), to maintain the nets located on the Pitches in good repair and condition. Foundation shall also have the right, exercisable in the Foundation's sole and absolute discretion, to maintain, repaint, make any necessary changes to the design or appearance of the Marks affixed or placed on the surface of the Pitches and/or any fencing surrounding or near the Pitches. County shall, at all times following installation of the Pitches and at County's sole cost and expense, keep the Pitches in a clean and safe condition, free from debris and graffiti (and in at least as good order and clean condition as when County take possession of the Pitches. County hereby grants the Foundation, its agents, servants and assigns a license to use and occupy the Pitches, along with rights of access thereto, for the purposes of maintaining the Pitches in accordance with the provisions of this Section.

11. County Contribution. County hereby grants a license to Foundation to the Futsal Pitches Area indicated in Exhibit A for Foundation to construct and maintain the Pitches.

12. Term of the Agreement. This Agreement shall continue for a period of ten (10) years from the Effective Date (the "Term"). If and to the extent that the parties mutually agree in writing to extend the Term, then the Term shall automatically include any extension term agreed to by the Parties.

13. Assignment. Neither Party may assign, contract, grant a license or otherwise transfer any of its right or obligations arising under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

14. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be reasonably necessary or required to carry out and effectuate all of the provisions hereof.

15. Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and

shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

16. Governing Law. This Agreement, and all matter relating hereto, including any matter or dispute arising out of this Agreement, shall be interpreted, governed and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of the Third Judicial District Court in the State of Utah, County of Salt Lake, to resolve any such disputes.

17. Severability. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

18. Independent Contractor & Taxes. The relationship of County and Foundation under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Foundation of employer and employee, partners or joint venturers.

The parties agree that Foundation's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

19. Agency. No agent, employee or servant of Foundation or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Foundation and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Foundation and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Foundation is an independent contractor.

20. County Representative. County hereby appoints Martin Jensen as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Foundation under this Agreement.

21. Foundation Representative. Foundation shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to

act as Foundation's representative in its performance of this Agreement. Foundation's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

22. Standard of Performance/ Professionalism. Foundation acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Foundation agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Foundation, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Foundation further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

23. Governmental Immunity. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2016). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

24. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Foundation or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Foundation operations, or authorizes funding or payments to Foundation.

25. Ethical Standards. Foundation 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 (2016); 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.

26. Campaign Contributions. The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2016). Foundation acknowledges and understands those limitations on campaign contributions mean 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 in excess of \$100 to County candidates during the term of the

contract and during a single election cycle as defined in the ordinance. Foundation further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

27. Termination.

27.1 Termination for Default. County may terminate this Agreement for an "Event of Default" as defined, upon written notice from County to Foundation.

27.2 Termination by Foundation for Default. Foundation may terminate this Agreement for an Event of Default upon written notice from Foundation to County.

27.3 Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

27.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Foundation or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

27.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

28. Compliance with Laws. Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Foundation of applicable law shall constitute an event of default under this Agreement and Foundation shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Foundation is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

29. Non-Discrimination. Foundation and any agent of Foundation agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

30. Labor Regulations & Requirements. Foundation agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Foundation shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Foundation, its agents or employees.

31. Government Records Access & Management Act. Foundation acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2016). As a result, County is required to disclose certain information and materials to the public, upon request. Foundation agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

32. Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Contracts Administrator
 Salt Lake County
 2001 South State, Suite, N-4500
 Salt Lake City, Utah 84190-3100

FOUNDATION: Real Salt Lake Foundation, Inc.
 9256 S. State Street
 Sandy, UT 84070

With a Copy to:

Tyler Raymond
Wasatch Acquisitions & Capital, Inc.
595 S. Riverwoods Parkway, Suite 400
Logan, UT 84321

33. Time. The parties stipulate that time is of the essence in the performance of this

Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

34. Entire Agreement. County and Foundation acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Foundation, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

35. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

36. Interpretation. County and Foundation agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement 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 Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year recited above.

SALT LAKE COUNTY

By Elin Shvach
Mayor or Designee
Date: 6/6/17

APPROVED AS TO FORM
District Attorney's Office
By Megan L. Smith
Deputy District Attorney
Print Name
Date: 6/1/17

FOUNDATION:

By: Mary K. Van Minder
Title: EXECUTIVE DIRECTOR RSL FOUNDATION
Date: JUNE 1, 2017

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

EXHIBIT “A”

Michael Baker
INTERNATIONAL
SALT LAKE CITY, UT 84115
TEL: 801.486.4400



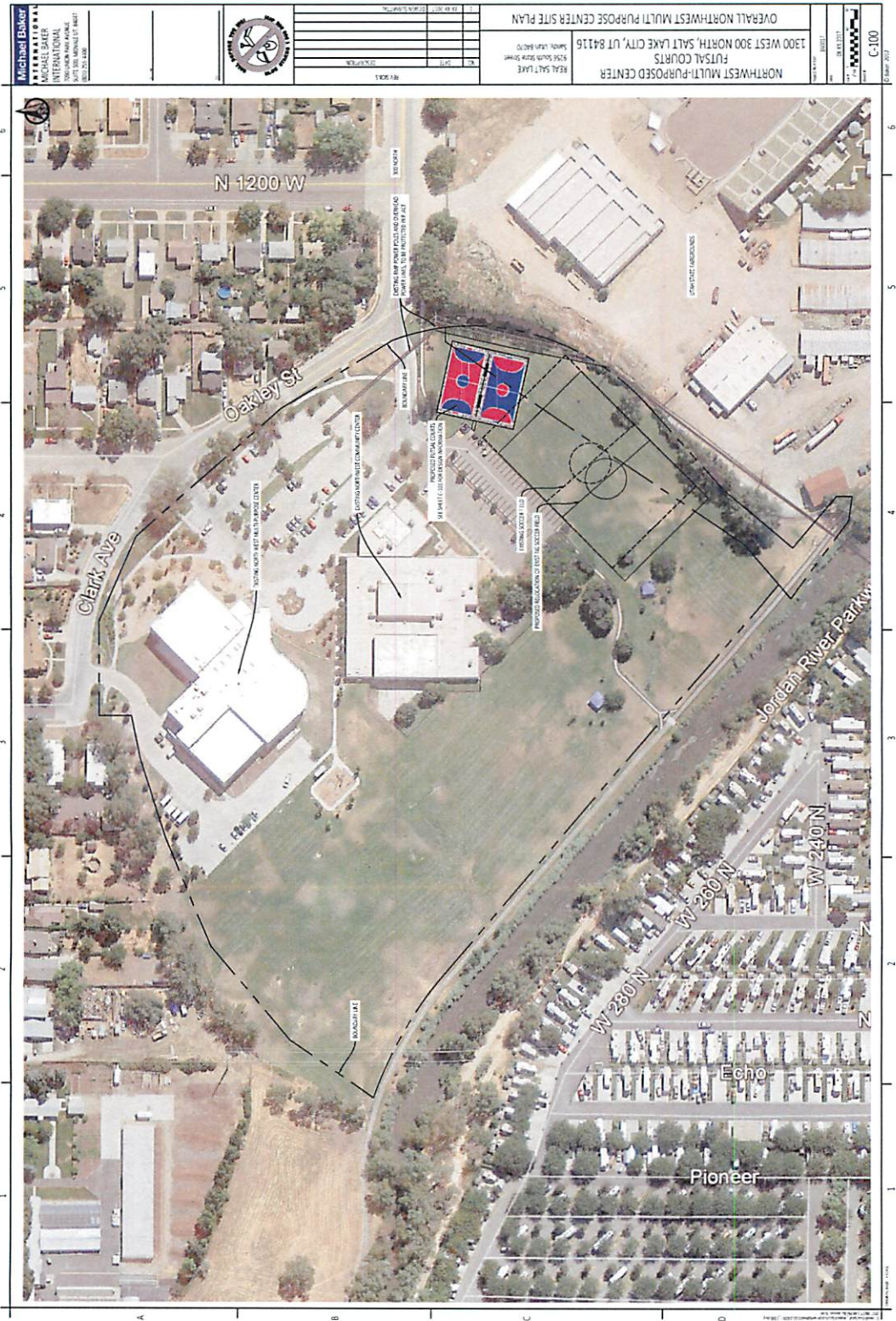
NO.	DESCRIPTION	DATE	BY	CHKD.
1	DESIGN	12-14-2017	W. BAKER	
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			

OVERALL SITE AND GRADING PLAN

NORTHWEST MULTI-PURPOSED CENTER
FUTSAL COURTS
1300 WEST 300 NORTH, SALT LAKE CITY, UT 84115
REAL SALT LAKE
SALT LAKE COUNTY, UT 84115

C-101
SHEET NO. 1 OF 1
DATE: 12/14/2017





Michael Baker CONSULTING ENGINEERS 1000 N. MAIN ST. SUITE 200 SALT LAKE CITY, UT 84116 (801) 466-1000 www.mbakercorp.com		NORTHWEST MULTI-PURPOSED CENTER FUTSAL COURTS 1300 WEST 300 NORTH, SALT LAKE CITY, UT 84116 REAL SALT LAKE 4250 SOUTH 3000 WEST SALT LAKE CITY, UT 84119	SHEET NO. 1001
			DATE: 08/11/2017
OVERALL NORTHWEST MULTI-PURPOSED CENTER SITE PLAN		C-100	

