

**OPERATION AGREEMENT FOR
DESERET PEAK SOCCER FIELDS**

This Agreement is made and entered into this 7th day of January, 2020, and between **TOOELE COUNTY**, a body corporate and politic of the State of Utah (hereinafter "County"), and the **ELITE FC** (hereinafter "Operator") regarding the operation of the Deseret Peak soccer fields.

WHEREAS, Tooele County and the Operator desire to enter into this agreement; and

WHEREAS, Tooele County owns the Deseret Peak soccer fields and Operator desires to manage and operate the soccer fields (see Exhibit A – referred to as "13 – Multi-Purpose Fields" on Facilities Map).

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants, and good and valuable consideration, the parties agree as follows:

SECTION I – OPERATOR: Operator will manage and operate the Deseret Peak soccer fields with the following conditions:

- A. Operator will pay for all electrical use at the soccer fields, based upon the separately metered electrical usage for the soccer fields, excepting for periods in which County is using the fields for its scheduled events. County will provide a monthly invoice to Operator and payment will be due within 30 days of delivery of the invoice.
- B. Operator will have general liability or special event insurance that will cover bodily injury, property damage, or personal injury related to any use of the soccer fields. Operator will provide to County a certificate of insurance. The policy will carry a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- C. Operator agrees to indemnify and hold County harmless against claims by third parties alleging injury caused by the negligence, malpractice, or other breaches of the Operator while performing duties for the County within the scope of this contract.
- D. Operator will provide all maintenance and personnel to operate the soccer fields at no cost to the County. Operator will be responsible to repair or replace property damaged by Operator.
- E. Operator will be allowed use of the sprinkler system for the soccer fields. Operator shall maintain at its cost the sprinkler system from the manifold to the sprinkler heads. Operator shall be allowed access to the sprinkler timer to assure the soccer fields are being adequately watered.

- F. Operator will provide portable toilets for patrons when the fields are in use. Operator shall keep the soccer fields clean and suitable for the public. In addition, Operator shall empty all garbage cans from around the soccer fields and place the garbage in the County dumpsters on the premises.
- G. Operator will schedule, establish, and collect all fees for use of the soccer fields. Operator will have priority for use of the fields above all parties other than the County. If third parties wish to use the fields, Operator shall coordinate and permit such use and may enter into contracts for such use.
- H. Operator will pay County a fee of \$3.00 per player per season for all clubs and/or leagues using the facility. Player fee payments shall be paid to the County on May 15 of each year for the spring season and October 15 of each year for the fall season. In addition to the player fee, Operator shall pay a yearly base fee of \$1,500.00 on June 1 of each year commencing on June 1, 2020.
- I. Operator agrees to apply to host at least one sanctioned tournament at the soccer fields per year. Should the Operator host such tournaments, Operator shall pay Tooele County a fee of \$5.00 per player per tournament.
- J. In conjunction with payment of the player fees to County, Operator will provide sufficient information and reports to the County to verify that the amount of the player fees is accurate. In addition, the Operator will provide access the player registration system by request of County.
- K. Operator may have access for use of the practice fields by agreement with the County (see Exhibit A).
- L. County and Operator shall perform an inspection of the soccer fields prior to Operator taking control of the fields. The parties shall document the condition of soccer fields and Operator agrees to return control of the premises to County in similar condition.

SECTION II – TOOELE COUNTY: Tooele County's rights and responsibilities are as follows:

- A. County will provide Operator access to and use of the soccer fields at the Deseret Peak Complex.
- B. County will provide all water necessary for irrigation and soccer field maintenance.
- C. County has the right to schedule up to three events per year and will pay all costs for those events. County will have priority for use of the soccer fields for these events. County will provide notice to the Operator at least 90 days in advance of its intended use.

SECTION III – DURATION: The duration of this agreement shall be from the date of execution at the beginning of 2020 to May 30, 2023. This agreement shall renew automatically for successive one-year terms unless either party gives written notice to the other party of their intent to terminate the agreement by January 30 of each year beginning in 2023.

SECTION IV – TERMINATION: This agreement shall take effect upon its execution by the parties and shall remain in full force and effect until all obligations hereunder are fulfilled or unless terminated pursuant to a material breach of the provisions of Sections I and II. A material breach of this agreement by any party is grounds for termination, if such breach is not remedied within thirty (30) days after written notice is provided to the defaulting party.

SECTION V – NOTICE: Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

Tooele County: Tooele County Administration
47 South Main, Rm 300
Tooele, UT 84074

Operator: Elite FC
c/o L. Derrick Jones
1076 Ironwood Rd.
Erda, UT 84074

SECTION VI – SEVERABILITY: If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the agreement not affected by such a ruling shall remain in full force.

SECTION VII – SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives.

SECTION VIII – COST OF DEFAULT: In the event of default by any party hereto, the defaulting party shall pay all costs and expenses of each other party, including a reasonable attorney's fee, which may be incurred by such party in enforcing its rights and remedies resulting from such default.

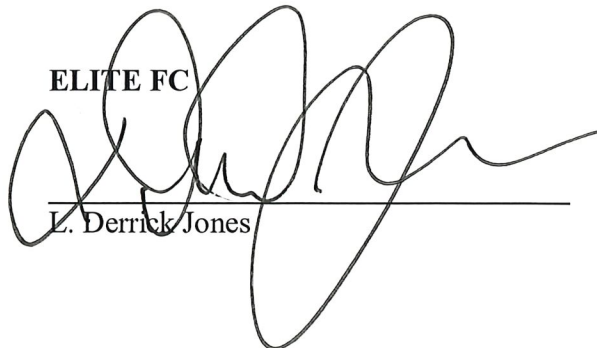
SECTION IX – ENTIRE AGREEMENT: It is expressly understood that this Agreement and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining thereto are hereby canceled. If any restrictive provisions hereof are found to be unreasonable in extent and unenforceable, but would be enforceable if the extent of such restriction were reduced or modified, then such restriction shall apply with such reduction or modification as may be necessary to render it valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOOELE COUNTY

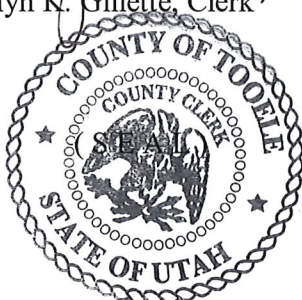

11 Jan 2020
Tom Tripp, Commission Chairman

ELITE FC


L. Derrick Jones

ATTEST:


Marilyn K. Gillette, Clerk



APPROVED AS TO FORM:

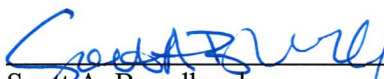

Scott A. Broadhead
Tooele County Attorney

EXHIBIT A

