

AGREEMENT
between
WEBER COUNTY
and
CONNEXT

For Ogden Mustangs Internet Service

THIS AGREEMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah (“County”) on behalf of the Weber County Culture, Parks, and Recreation Department and **CONNEXT** (“Contractor”). County and Contractor may be referred to jointly as the “parties.”

RECITALS

WHEREAS, County owns and operates the Weber County Sports Complex; and

WHEREAS, Contractor has petitioned County for the ability to install certain antennas and equipment at the Weber County Sports Complex; and

WHEREAS, County has agreed to allow Contractor to install certain antennas and equipment at the Weber County Sports Complex subject to the terms and conditions contained herein; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. **SCOPE OF SERVICES**

Contractor shall be permitted to install aerial antennas to service internet to the Ogden Mustangs Hockey Team for all business operations including ticket office, broadcasters table, scorekeeping table, locker room, coaches’ office, leased office space upstairs, and the merchandise stand. If any additional equipment, installation, or maintenance is required beyond the initial installation work contemplated by this Agreement, Contractor shall be required to submit a written request to the County and County must approve of the request before any additional work may occur. County shall not be responsible for the costs associated with any equipment, installation, services, or other activities undertaken by the Contractor. All work performed by the Contractor hereunder shall be at the expense of the Contractor or any other party with whom Contractor may so agree in a separate agreement.

The aerial antennas shall be the same or similar to those described in **Exhibit A** attached to this Agreement. County, in County’s sole discretion may refuse to allow Contractor to install any antennas or equipment in any location County may deem unacceptable.

Upon termination of this Agreement as allowed herein, Contractor shall be responsible for the removal of any and all equipment installed by the Contractor on the premises of the

Weber County Sports Complex as well as any repair required to restore the Weber County Sports Complex to the condition it was in prior to Contractor's installation. Should Contractor fail to remove any equipment after request by County, County may remove said equipment and Contractor shall be responsible for the reimbursement to County for the removal and repair of its Weber County Sports Complex as may be applicable.

2. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the 22nd day of August, 2023 and will continue for a period of 3 years following the effective date ("Term").

3. TERMINATION

- a. Termination for Default. County may terminate this Agreement for an "Event of Default as defined, upon written notice from County to Contractor.
- b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.
- c. 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.
- d. 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, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- e. 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.
- f. Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

4. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Contractor 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 Contractor of employer and employee, partners or joint venturers.

5. INSURANCE

The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

- A. Workers' compensation and employer's liability insurance as required by the State of
- B. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
- C. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

6. AGENT

No agent, employee or servant of Contractor 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. Contractor 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. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

7. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. 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 Contractor of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Contractor is responsible, at its sole 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.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

10. NON-FUNDING

If Contractor's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or Contractor of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Contractor, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

11. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

12. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County.

13. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Contractor, 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, Contractor's breach of this Agreement or any acts or omissions of or by Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Contractor agrees that its duty to indemnify the County under this Agreement includes all attorney's fees, 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 on behalf of the County.

14. 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. 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.

15. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor 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. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor 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.

16. 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.

17. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, 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.

18. INTERPRETATION

County and Contractor 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.

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____


Commissioner Harvey voted _____

Commissioner Jenkins voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

CONTRACTOR

By:  BRIAN PAPWORTH

Title: DIRECTOR OF MARKETING

Date: 8/29/23

Connex Exhibit A

