

AGREEMENT
between
WEBER COUNTY
and
THE JR MUSTANGS CLUB
For Jr Mustangs Team Management

THIS AGREEMENT is between Weber County, a body corporate and politic of the State of Utah (“County” or “WCYH”) and the Utah Hockey Club, dba Jr Mustangs Hockey Club (“Jr Mustangs HC” or “Contractor”) a Utah non-profit corporation. County and Contractor may be referred to jointly as the “Parties.”

RECITALS

WHEREAS Weber County Youth Hockey (“WCYH”) has a long history of providing successful recreational youth hockey programs to its community and desires to continue and, as practicable, expand its offerings. In recent years, the success of the WCYH program has caused significant growth with many members of the community seeking more competitive options and more robust youth hockey programs; and

WHEREAS, Contractor is a Utah nonprofit corporation founded in 2019 for the purpose of promoting and supporting competitive youth hockey in Utah; and

WHEREAS, during the 2022-23 youth hockey season, WCYH and Contractor mounted a joint effort to expand WCYH’s offering to include 14U, 16U and 18U Nationally Bound teams. Two of the three teams won their State Championship and went on to represent Utah at the National Championship tournaments; and

WHEREAS, WCYH desires to continue to offer and expand its youth hockey programs without adding additional cost, complexity or exposure and therefore seeks to establish an affiliation to outsource the administration of aspects of its recreational youth hockey program, the Jr. Mustangs, to Jr Mustangs HC; and

WHEREAS, Jr Mustangs HC has the expertise and resources necessary to effectively manage and operate the Jr. Mustangs program and seeks to promote and expand competitive youth hockey throughout Utah.

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

Jr Mustangs HC shall work with WCYH personnel to provide management and operational services to WCYH for the Jr. Mustangs program. These services shall include, but are not limited to, the following:

- a. Program administration, including registration, team formation, scheduling, and communication with parents and players.
- b. Coaching and player development, including recruiting and training of coaches, conducting clinics, and providing player evaluations.
- c. Financial management, including collection of fees and payments to vendors, as well as reporting to WCYH.

2. CONSIDERATION

- a. The Parties seek to expand the Jr Mustangs program without increasing the cost or expense to WCYH while earning sufficient net profits from operations to allow Jr Mustangs HC and WCYH continue to grow and expand its competitive youth hockey programs.
- b. To achieve this objective, Jr. Mustangs HC will incorporate sufficient revenue into the products and services offered to Jr Mustangs participants to cover costs and provide a stable team offering for WCYH Players in Utah.
- c. The Parties shall not directly or indirectly compensate one another for these services. Rather, the Parties intend for the youth hockey programs to function such as to cover their respective operating costs including payment to WCYH for typical costs and expenses.

3. RESPONSIBILITIES

WCYH shall be responsible for the following:

- a. Providing Jr Mustangs HC with access to all necessary facilities and equipment for the Jr. Mustangs program.
- b. Providing Jr Mustangs HC with any necessary information and resources related to the Jr. Mustangs program.
- c. Assisting Jr Mustangs HC in resolving any issues related to the Jr. Mustangs program that may arise.

Responsibilities of Jr Mustangs HC

Jr Mustangs HC shall be responsible for the following:

- a. Providing management and operational services to WCYH for the Jr. Mustangs program in a professional and timely manner.

- b. Maintaining accurate financial records related to the Jr. Mustangs program and providing regular reports to WCYH.
- c. Directing coaches and other personnel associated with the Jr. Mustangs program comply with all applicable laws and regulations, including those related to child safety.

4. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the 1 day of May, 2023 and will continue for a period of three (3) years following the effective date (“Term”). County reserves the right to review this Agreement on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of this Agreement.

After the Term, this agreement shall extend on an annual basis unless otherwise terminated by either of the Parties.

5. 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 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 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. Either Party 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 Parties' interest to do so.

6. 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.

7. INSURANCE

Contractor 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:

REQUIRED INSURANCE POLICIES

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. Directors and Officers insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
- b. Umbrella Liability in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

8. 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.

9. RESERVED

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Weber County for its performance under this Agreement.

16. 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, 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.

17. 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.

18. RESERVED

19. 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.

20. RESERVED

21. RESERVED

22. 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.

23. 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.

31. 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.

***** Signature page(s) follow *****

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____

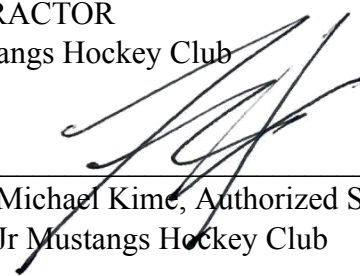
Commissioner Harvey voted _____

Commissioner Jenkins voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

CONTRACTOR
Jr Mustangs Hockey Club

By: _____

Michael Kime, Authorized Signatory
Jr Mustangs Hockey Club