

SERVICE IN-LIEU-OF FEES AGREEMENT

This Service In-Lieu-Of Fees Agreement (“Agreement”) is entered into by and between Copper Hills Baseball League, a Utah Non-Profit 501(c)(3) corporation ("Copper Hills"), and the City of West Jordan, a municipality and political subdivision of the State of Utah (the “City”). Copper Hills and City may be referred to herein individually as a “Party” and collectively as the “Parties”.

In consideration of the following mutual covenants and conditions, the Parties hereby agree as follows:

1. Services to be performed. Copper Hills shall provide City directed including, but not necessarily limited to, the following:

2024 Service Valuation

Estimated valuation using a rate of \$12.00 per service hour:

- March 30, 2024, League Spring Clean Up Event: 1200 Total Service Hours
 - Total Market Value: \$14,400
- Finishing of Batting Cage Area and Bullpen: Copper Hills to furnishing all materials and labor to complete.
 - Total Market Value: \$15,000
- 2024 Service Valuation Total: **\$29,400**

Total 2024 estimated in-kind donation from Copper Hills = \$29,400

2025 Service Valuation

Estimated valuation using a rate of \$12.00 per service hour:

- March 29, 2025, League Clean up: 1200 Total Service Hours
 - Total Market Value: \$14,400
- Finishing of Batting Cage Area and Bullpen: Copper Hills to furnishing all materials and labor to complete.
 - Total Market Value: \$15,000
- 2025 Service Valuation Total: **\$29,400**

Total 2025 estimated in-kind donation from Copper Hills = \$29,400

2. Prior Approval. All projects not specifically identified in this Agreement must be approved by the City’s Parks Division before the commencement of the project to receive benefits under this Agreement. For example, replacement of the concession stand’s upstairs north sliding window and/or installation of a snack bar ventilation system would need prior approval and valuation of the in-kind donation from the City’s Parks Division.

3. Acceptable Service. The City’s Parks Manager must determine that the project contributes value to the community it would not otherwise receive or is otherwise required. For example, cleaning up trash, and other good steward functions inside the organization’s reserved park area will not be approved; because it is already required under the City’s Facility Use Policy. Alternatively, if an organization wanted to voluntarily clean up the bleachers after the Western Stampede, this project would be approved if accompanied by required documentation. Additionally, unforeseen projects that would require staff time to correct, such as repairing a sprinkler, or removing standing water will be approved if accompanied by required documentation.

4. Record Keeping. Copper Hills shall keep track of all service hours and document them in 15-minute increments. Service hours shall be reported back to the City by the 7th day of each month. Only, hour-for-hour, working volunteer hours can be counted towards the total volunteer service hours. For example, if Copper Hills plans to have 10 people spreading mulch for 2 hours but it only takes 1 hour to complete the project, Copper Hills may only report 10 hours of service to the City. Copper Hills shall give to the City all documentation and invoices for all in-kind materials and/or contracted labor they provide under to this Agreement.

5. The City Waiver of Fees.

a. Subject to Copper Hills' full and timely performance under this Agreement, the City shall waive Copper Hills' 2024 field rental and complex fees for the Ron Wood Baseball Complex and Veterans Memorial Baseball Complex in the amount of \$19,865. All 2024 service hours shall be completed and accompanying documentation submitted to the City by October 7, 2024, and if Copper Hills fails to complete the service hour requirements under this agreement by said date, Copper Hills shall pay to the City the value of the service hours not completed. All in-kind material donations shall be completed and accompanying documentation submitted to the City by December 31, 2024. If Copper Hills fails to complete the in-kind material donations by date, Copper Hills shall pay to the City the value of the in-kind material donations not completed. Copper Hills' obligation to pay fees incurred shall survive termination of this Agreement.

b. Subject to Copper Hills' full and timely performance under this Agreement, the City shall waive Copper Hills' 2025 field rental and complex fees for the Ron Wood Baseball Complex and Veterans Memorial Baseball Complex in the amount of \$20,385. All 2025 service hours shall be completed and accompanying documentation submitted to the City by October 7, 2025, and if Copper Hills fails to complete the service hour requirements under this agreement by said date, Copper Hills shall pay to the City the value of the service hours not completed. All in-kind material donations shall be completed and accompanying documentation submitted to the City by December 31, 2025. If Copper Hills fails to complete the in-kind material donations by date, Copper Hills shall pay to the City the value of the in-kind material donations not completed. Copper Hills' obligation to pay fees incurred shall survive termination of this Agreement.

c. If Copper Hills fails to complete all the 2024 required service hours and in-kind material donations the City reserves the right to terminate this Agreement.

6. Time. This Agreement shall commence on the date signed below and shall terminate on the earlier of: a) December 31, 2025, or b) the date that termination occurs in accordance with paragraph 5(c) or paragraph 11 below.

7. Notice. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail (properly stamped and addressed to the Party for whom intended at such Party's address listed below), delivered personally to such Party or emailed to the Party's email address listed below. A Party may change its address for notice hereunder by giving written notice to the other Party.

Copper Hills:
Attn: WJ Copper Hills Baseball
P.O. Box 1681
West Jordan, Utah 84088
President@wjchbaseball.com

City:
City of West Jordan
Attn: Parks Manager
7925 S 1300 W
West Jordan, Utah 84088
dave.naylor@westjordan.utah.gov

8. Effect on Previous Agreements. This Agreement supersedes and replaces all prior agreements between the Parties with respect to the subject matter hereof.

9. Assignment. This Agreement shall not be assignable except at the written consent of the Parties, and if so assigned, shall be binding upon the successors and assigns of the Parties.

10. Construction. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. In the event any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were not contained herein provided that the agreement as so modified preserves the basic intent of the Parties.

11. Future Appropriations: This Agreement shall not be construed in any manner to bind the legislative or administrative discretion of the City or its future budget appropriations. The Parties recognize that this contract extends beyond the current fiscal year. Where future appropriations are unavailable or insufficient, the City may terminate this Agreement without penalty.

12. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Lessee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, all of which together shall constitute one and the same instrument. Any copy, facsimile, electronic, or other non-original duplication of an original signature of this Agreement shall be deemed an original for purposes of the enforcement or establishment of the validity or authenticity of this Agreement.

[Signatures on following page]

EXECUTED this ____ day of _____ 2024.

CITY OF WEST JORDAN

Attest:

By: _____
Mayor Dirk Burton

City Clerk

Approved as to Legal Form:

West Jordan City Attorney

By: _____
Copper Hills Baseball League

Its: _____

