

Resolution No. 17-33

RESOLUTION OF SOUTH OGDEN CITY APPROVING RENEWING A FRANCHISE AGREEMENT WITH WASATCH FRONT FOOTBALL LEAGUE, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

SECTION I - RECITALS

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-1-401, et. seq., the governing body of the city may enter into franchise agreements with various service providers; and,

WHEREAS, the City Council finds that Wasatch Front Football League, is an organization that provides opportunities for young people to play competitive football as part of the recreation program of South Ogden City (the "City") and other surrounding areas;

WHEREAS, the City Council finds that providing competitive football requires the availability and organization of varied facilities within the City;

WHEREAS, the City Council finds that under Utah Code, the City has the authority to grant to Wasatch Front Football League a franchise to provide football services within the City;

WHEREAS, the City Council finds that the City desires to set forth the terms and conditions by which Wasatch Front Football League shall use the public facilities of the City to provide these services;

WHEREAS, the City Council finds it necessary to insure provision of adequate and effective various services for city residents; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II – FRANCHISE AGREEMENT AUTHORIZED

The "Wasatch Front Football League Franchise/Association Agreement"
Attached Hereto As **Attachment "A"** And By This Reference Fully

Incorporated Herein, Is Approved And Adopted With The Condition That The City Manager, With The Concurrence Of The City Attorney, Is Authorized To More Fully Negotiate And Resolve Any Remaining Details, Or Changes, If Any, Under The Agreement On Behalf Of The City And The Manager Is Authorized To Sign, And The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval. If The City Manager Is Unable To Successfully Resolve Any Remaining Details, Or Changes, This Authorization And Approval Shall Be Void And The City Manager Shall So Notify The Council.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 15th day of August, 2017, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH, on this 15th day of August, 2017**

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 17-33

Resolution Of South Ogden City Approving Renewing A Franchise Agreement With Wasatch Front Football League, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

15 Aug 17

**Wasatch Front Football League
Franchise/Association Agreement**

THIS FRANCHISE/ASSOCIATION AGREEMENT (the "Agreement") is made and entered into this 15th day of August, 2017 By and between the Wasatch Front Football League, a non-profit 501 (C) (3) Organization (hereafter referred to as "WFFL") and South Ogden City a corporation (hereafter referred to as "Franchise/Association"), with reference to the following facts:

A. WFFL is the owner and operator of certain proprietary and other property rights and interests in and to:

1) the "WFFL" (Wasatch Front Football Association) name and such other related trademarks, trade names, service marks, logotypes, insignias, and designs as "WFFL" may use from time to time (the trademarks) in connection with the development operation and maintenance of Franchise/Association may be authorized to use from time to time in operating the Franchise/Association, and

2) the "WFFL" procedures for the operation of such Franchise/Association, including advertising, materials, signs, personnel management, administration and control systems.

B. "WFFL" desires to expand and develop the Franchise/Association, and desires a Franchise/Association who will promote and operate little league football teams, in accordance with the "WFFL" terms and conditions contained in this Agreement, league rules, by-laws, policies and procedures as set forth from the "WFFL" governing body.

WHEREFORE IT IS AGREED

I.

GRANT OF WASATCH FRONT FOOTBALL LEAGUE FRANCHISE/ASSOCIATION

1.1 *Grant of League Franchise/Association*

"WFFL" hereby grants to Franchise/Association, and Franchise/Association hereby accepts, a nonexclusive and revocable authorization to make reasonable use of the designated Franchise/Association area, during the term to open and operate a "WFFL" little league football program, and to procure, screen, qualify, train and assist. Coaches, players, employees and others necessary to run a program, in the development area more fully described in Exhibit "A" which is annexed hereto and by this reference made a part hereof, upon the terms and subject to the conditions of this Agreement.

1.2 Franchise/Association is subject to the terms and conditions set forth in this agreement, league rules by-laws, general policies, procedures and terms as set forth by the executive board of the "WFFL" from time to time, and more fully described in Exhibit B. Nothing in this Franchise/Association Agreement shall be deemed to waive the requirements of the other rules, by-laws, policies or procedures of general applicability enacted, or hereafter enacted, by the "WFFL".

2.1 *Minimum Development Obligation*

Franchise/Association shall construct, equip, open and continue to operate, and procure, screen, qualify, train and assist all involved in the organization of the “WFFL” little league football Franchise/Association.

2.2 Each Franchise/Association area shall be subject to a separate agreement. And terms set forth by the “WFFL” governing body specific to each Franchise/Association area, more fully described in Exhibit B.

2.3 Each Franchise/Association will be subject to “WFFL” specified training and certification of Franchise/Association area directors, coaches, and all other personnel involved with the administration and day to day activities of the Franchise/Association.

2.4 Each Franchise/Association must use the designated materials as outlined in the league operations manual, and provided by the “WFFL” organization, including but not limited to, registration, player participation, and player eligibility.

3.1 *TERM*

The term of this Agreement (the “Term”) shall be for a period of one (1) Season, commencing on the effective date hereof, and ending at the end of the season, as prescribed in the terms set for each Franchise/Association area, more fully described in Exhibit B, unless sooner terminated in accordance with the provisions herein.

4.2 Pursuant to league rules, by-laws, policies, procedures and terms, as set forth by the WFFL governing body., the WFFL is Authorized to grant or renew Franchise/Associations to construct, operate and maintain a Little league football program under the guidelines set forth.

4.3 *Franchise/Association Breaches: Termination of Franchise/Association*

Furthermore the WFFL holds exclusive right to terminate this Franchise/Association for Cause. Termination may be at anytime during the Term of this agreement. The WFFL executive board will determine cause, after investigation of any violations of this agreement, league rules, by-laws, policies, procedures and terms (as prescribed in Exhibits A & B), including but not limited to the previous listed infractions. All executive board rulings will be final and binding.

4.4 *Procedures for remedying Franchise/Association Violations*

If the WFFL believes that the Franchise/Association has failed to perform any obligation under this Agreement or has failed to preform in a timely manner, the “WFFL” shall notify the Franchise/Association in writing, stating with reasonable specificity the nature of the alleged default. The Franchise/Association shall have seven (7) days from the receipt of such notice to:

1) respond to the “WFFL”, contesting the “WFFL’s” assertion that a default has

occurred, and requesting a hearing; or
2) cure the default: or
3) notify the “WFFL” that Franchise/Association cannot cure the default within seven (7) days because of the nature of the default. In the event the default cannot be cured within seven (7) days the Franchise/Association must notify the “WFFL” so that it can be determined whether additional time beyond the seven (7) days will be granted. The Franchise/Association shall promptly take all reasonable steps to cure the default and notify the “WFFL” in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the “WFFL” may set a hearing to determine whether additional time beyond the 7 days is indeed needed, and whether the Franchise/Association’s proposed completion schedule and steps are reasonable.

If the Franchise Association does not cure the alleged default within the cure period stated above, or by the projected completion date above, or denies the default and request a hearing, or the “WFFL” orders a hearing to investigate said issues or the existence of the alleged default. At the hearing, Franchise/Association shall be provided an opportunity to be heard and to present evidence in its defense. The determination as to whether a default or a material breach of this agreement has occurred shall be within the “WFFL’s” sole discretion.

If after the hearing, the “WFFL” determines that a default still exists, the “WFFL” shall order the Franchise/Association to correct or remedy the default or breach within three (3) days or within such other reasonable time frame as the “WFFL” shall determine. In the event the Franchise/Association does not cure said default or breach within such time to the “WFFL’s” reasonable satisfaction, the “WFFL” may:

- 1) Withdraw membership of any team or teams, player or players, coach or coaches, director or directors, or any other member of the Franchise/Association organization indefinitely..
- 2) Revoke this Franchise/Association in it’s entirety, removing all teams from the current schedule.
- 3) Review Franchise/Association application for the next season, and withhold any Franchise/Association agreements for an indefinite period of time.

4.5 *Revocation*

In addition to revocation in accordance with other provisions of this Agreement. The “WFFL” may revoke this Agreement and rescind all rights and privileges associated with this Agreement in the following circumstances. Each of which represents a material breach of this Agreement.

- 1) If the Franchise/Association fails to perform any substantial obligations under this Agreement or other terms and provisions entered into by and between the “WFFL” and the Franchise/Association in the form of rules, by-laws, policies, procedures and terms as set forth by the “WFFL”, and as interpreted by the “WFFL” executive board.
- 2) If the Franchise/Association practices any fraud or deceit upon the “WFFL”; or
- 3) If the Franchise/Association becomes defiant or disrespectful, to the “WFFL” rules, by-laws policies, procedures and terms as set forth by the “WFFL” executive board.

5.1 *Policies and Powers*

Franchise/Association's rights hereunder are subject to the policies and powers of the "WFFL" to adopt and enforce rules, by-laws, policies, procedures and terms, necessary to the safety, health, and welfare of the youth participants, and Franchise/Association agrees to comply with all applicable rulings enacted, or hereafter enacted, by the "WFFL" having jurisdiction over the subject matter hereof.

5.2 The WFFL reserves the right to exercise its policies and powers, notwithstanding anything in this agreement to the contrary, and any conflict between the provisions of this Agreement and any other present or future lawful exercise of the "WFFL's" policies and powers shall be resolved in favor of the "WFFL".

5.3 The WFFL shall be vested with the power and right to regulate reasonably the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to any agent including, but not limited to the "WFFL" board members, in its sole discretion and

5.4 Subject to applicable law, Franchise/Association shall not be relieved of its obligations to comply, promptly and completely, with any provision of this Franchise/Association by any failure of the "WFFL" to promptly enforce compliance with this Franchise/Association.

5.1 *General Indemnification.*

Franchise/Association shall indemnify, defend and hold the "WFFL", its officers, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees of expenses, arising from any casualty or accident to person or property, including, without limitation, copy write infringement, defamation, and all other damages in any way arising out of, or by reason of, any act done under this Franchise/Association, by or for Franchise/Association, its agents or its employees, or by reason of any neglect or omission of Franchise/Association. Franchise/Association shall consult and cooperate with the "WFFL" while conducting its defense of the "WFFL"

6.1 *Insurance*

Franchise/Association shall maintain public liability and property damage insurance that protects the Franchise/Association and the "WFFL", its officers, agents, and employees from any and all claims for damages or personal injury including death, demands, actions, and suits brought against any of them arising from operations under this Franchise/Association or in connection therewith.

6.2 Franchise/Association shall not have any monetary recourse against the "WFFL" or its officials, board members, commissioners, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof.

7.1 *Effective Date*

The effective date of this Agreement shall be **June 1, 2017** (or 30 days after adoption of this Agreement by the “WFFL”, whichever occurs later). Unless the Grantee fails to file the unconditional written acceptance of this Agreement and post the security required hereunder, in which event this Franchise/Association shall be null and void, and any and all right of the Grantee to operate a “WFFL” Franchise/Association under this or any other agreement is hereby terminated.

7.2 Franchise/Association is not relieved of its obligation to comply with any of the provisions of this Agreement or the Franchise/Association terms by reason of any failure of the “WFFL” to enforce prompt compliance. Franchise/Association’s forbearance or failure to enforce any provision of this agreement shall not serve as a basis to stop any subsequent enforcement.

7.3 The “WFFL” and Franchise/Association hereby waive respectively any and all rights, other than constitutional rights, to at any time or in any manner or proceeding challenge this Agreement or validity of any term or provision of this agreement, and any such challenge shall constitute a material breach of this agreement, provided, however, that “WFFL” or Franchise/Association may challenge any provision of this agreement based on a change in law, should the law pertaining to that provision change. Franchise/Association agrees that it will not challenge the “WFFL’s” authority to enter into this agreement as of the effective date hereof.

8.1 *Execution*

This Agreement shall not be entered into, or biding, until fully executed by the “WFFL” in accordance with all requirements appertaining thereto, including full signature, execution and attestation in the spaces below. This Agreement shall be binding upon the heirs, successors, and assigns of the parties in case any or all of them assume authority over the operation of this Franchise/Association, and failure to agree to, or abide by, the terms of this Franchise/Association agreement by any entity or person assuming authority over the operation of the Franchise/Association shall be deemed a violation of this agreement.

Franchise/Association

Signed _____

By _____

Title _____

Wasatch Front Football League

Signed _____

by: _____

Title: _____

Exhibit A

a) Franchise/Association Area means the area within the jurisdictional boundaries of the Franchise/Association, as assigned by the “WFFL”, including any areas annexed or removed by the “WFFL” during the term of this agreement.

Franchise/Association Area

Franchise/Association shall provide services, as authorized under this Franchise/Association, within the Franchise/Association area and the jurisdictional boundaries as prescribed by the “WFFL” including any areas annexed or removed during the term of this Agreement in accordance with the Area boundaries as set forth in Exhibit A.

Franchise/Association Area description and/or Map:

See Addendum B in the WFFL Policies and By-laws, 2017

Exhibit B

TERMS

a) Franchise Association Fee means any fee or assessment of any kind imposed by a “WFFL” authority

Franchise Association Fee

As compensation for the benefits and privileges granted under this Franchise/Association and in consideration of permission to use the “WFFL’s” name and logo, the Franchise/Association shall pay a franchise association fee to the “WFFL” in the amount of **\$65.00** per team registered to the “WFFL”. Franchise/Association will not be considered fully franchised until these fees have been paid.

b) Terms, are the individual conditions set forth by the “WFFL” governing body for each Franchise/Association area to be allowed to compete in the “WFFL” youth football program.

Specific Franchise/Association Terms

The Franchise/Association of the _____ area agrees to comply with the following conditions in order to be allowed to compete within the “WFFL” youth football program during the 2017 Season. Beginning **June 1, 2017** ending **November 30, 2017**.

c) Referee fees for the **2017** season will be **\$30.00 non certified/35.00 non varsity certified and 45.00 varsity certified** per official.