

**COLLECTION AGREEMENT BETWEEN WEBER COUNTY AND
THE UTAH RECREATION COMPANY**

This collection agreement is entered into this 25th day of JUNE 2020, between Weber County, a body corporate and politic of the State of Utah, (“County”), and Urban Park Concessionaires, a California corporation doing business as Utah Recreation Company (“URC”), collectively the “Parties” and may be referred to individually as a “Party”.

WITNESSETH

WHEREAS, County seeks to provide services in the recreational areas of Pineview Reservoir; and

WHEREAS, URC provides services for recreational use of public recreational areas; and

WHEREAS, URC operates the Uinta-Wasatch Cache National Forest, Ogden Ranger District facilities around Pineview Reservoir, under a special use permit from the Forest Service for the recreational use of the public; and

WHEREAS, URC has previously collected fees at various recreational areas of Pineview Reservoir and County seeks to continue with URC collecting fees in those areas; and

NOW THEREFORE, in consideration of the promises the Parties hereby agree as follows:

**SECTION ONE
COLLECTION AGREEMENT**

- 1.01** URC offers to collect a three-dollar per vehicle fee, tax inclusive, for each vehicle that passes through the entrance station at **Anderson Cove Boat Ramp, Anderson Cove Day Use, Cemetery Point, Middle Inlet Picnic Area, and Port Ramp Marina** URC will make every practical attempt to collect from all vehicles entering the facilities included above.
- 1.02** The County fee will be collected during the entire season that Pineview Reservoir is open.
- 1.03** URC shall pay the County the fees collected, in accordance with this agreement, less the State sales tax if applicable. If the tax is not required by the State, then no adjustment to the fee paid to the County will be made.
- 1.04** Vehicles exempted from this fee are: Forest Service vehicles, URC vehicles, County Sherriff vehicles, emergency vehicles, and service vehicles.

SECTION TWO ACCOUNTING

- 2.01** URC shall maintain a weekly and monthly total of fees collected. URC shall maintain and keep appropriate accounting of all fees and shall make these available for inspection at County's request.
- 2.03** URC shall issue a check to County no later than December 31 of each calendar year this agreement is in effect.
- 2.04** URC will collect a 16% administration fee based on the gross County Fee collection of the annual total from **Anderson Cove Day Use, Anderson Cove Boat Ramp, Cemetery Point, and Port Ramp Marina (day use and boat launch fees)**. URC shall collect a three-dollar per vehicle fee for each vehicle that passes through the entrance station at Middle Inlet. The Middle Inlet Fees shall be retained by URC. URC shall provide a full accounting of all fees collected at Middle Inlet. These fees are intended to be used to compensate the Sheriff's fees.
- 2.05** Within 90 days of receipt of the funds from URC, Weber County shall provide an accounting, in a public meeting, of the funds generated from the fees collected from Boat Ramps and Anchor Fees.

SECTION THREE AUTHORITY AND EMPLOYMENT STATUS

- 3.01** For the purpose of performing all the services pursuant to this agreement, URC employees shall be considered employees of URC and not of the County.

SECTION FOUR MUTUAL INDEMNIFICATION

- 4.01** Each Party (the "Indemnitor") will indemnify and hold the other Party (the "Indemnitee") harmless against any third party claim, lawsuit, or proceeding brought against the Indemnitee to the extent arising out of (a) the gross negligence or willful misconduct of Indemnitor or its personnel, employees, agents, or representatives; (b) Indemnitor's breach or claimed breach of representations and warranties made under this agreement; or (c) bodily injury, death of any person, or damage to real or tangible personal property resulting from Indemnitor's acts or omissions.

SECTION FIVE TERM OF AGREEMENT

- 5.01** The term of this agreement shall commence on January 1, 2020 and continue through December 31, 2023, unless terminated by either Party by written notice. The Parties may agree, in writing, to renew this agreement for up to five additional consecutive terms of one year each, for a total term not exceeding nine years. Neither Party is required to agree to renewal of the agreement, and neither Party will incur any penalty or liability for declining, at any time, to agree to renewal. Each renewal agreement must be executed by the Parties before the end of the term of the agreement then in effect.
- 5.02** The indemnification provisions of this agreement, and any other provisions related to the liability of the Parties, shall continue in force until all applicable statutes of limitations have run and until all legal proceedings arising out of this agreement have reached final resolution.

SECTION SIX MISCELLANEOUS

- 6.01 Amendments.** This agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all parties in the manner provided by law.
- 6.02 Assignment.** Neither Party to this agreement shall assign the agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under this agreement.
- 6.03 Authorization** The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- 6.04 Default.** In the event of default by either Party in the performance of any of the terms and conditions of this agreement, the other Party may give written notice of such default to the defaulting Party. If the default is not resolved within ten days of receipt of the notice, this agreement may be terminated immediately by the Party, not in default, and the Party in default shall be liable for all costs, damages, and expenses resulting from such termination.
- 6.05 Dispute Resolution.** If a dispute arises regarding this agreement, the Parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the Parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action. In any legal dispute, each Party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.
- 6.06 Filing of Agreement.** An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.

6.07 Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

6.08 No Third-Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.

6.09 No Separate Entity and No Joint Property. This agreement does not create an interlocal entity and the Parties do not intend to acquire any joint property as a result of entering into this agreement.

6.10 Notices. Any notice or certification required or permitted to be delivered under this agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after the deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

Board of Weber County Commissioners
2380 Washington Blvd., Suite 320
Ogden, UT 84401

Urban Park Concessionaires dba Utah Recreation Company
2150 St., Suite 5
Red Bluff, CA 96080

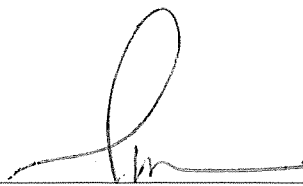
6.11 Severability. If any provisions of this agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

6.12 Termination. This agreement may be terminated by either Party, with or without cause, upon a 30-day written notice.

6.13 Waiver. No failure to enforce any provision of this agreement on account of any breach thereof shall be considered as a waiver of any right to enforce provisions of this agreement concerning any subsequent or continuing breach.

IN WITNESS WHEREOF, the Parties have executed this agreement in duplicate, each of which shall be deemed an original.

[signatures on following page]

By 
MICHAEL HAD REGIONAL VICE PRESIDENT
Urban Park Concessionaires dba Utah Recreation Company

Date _____

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

ATTORNEY APPROVAL

The undersigned, being the authorized attorney for Weber County, has reviewed the foregoing agreement and finds it to be in proper form and in compliance with state law.

Dated this _____ day of _____, 2020.

Matthew M. Wilson
Deputy Weber County Attorney

