

**INTERLOCAL COLLECTION AGREEMENT BETWEEN
WEBER COUNTY AND THE TOWN OF HUNTSVILLE**

This Interlocal Agreement ("Agreement") is entered into this 15 day of MAY 2020, between Weber County, a body corporate and politic of the State of Utah, ("County"), and Town of Huntsville ("Town"). The County and the Town may be referred to collectively as the "Parties" and may be referred to individually as a "Party".

WITNESSETH

WHEREAS, this Agreement is entered in accordance with the Utah Interlocal Cooperation Act set forth in Title 11, Chapter 3 of the Utah Code Annotated which permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Town desires to use the services of County for collection of certain fees; and

WHEREAS, County has a separate agreement with Urban Park Concessionaires, a California Corporation doing business as Utah Recreation Company ("URC"), to collect recreation fees at various locations in Town; and

WHEREAS, the Town and County desire this Agreement to handle the pass through of a portion of recreation fees collected; and

WHEREAS, The Parties hereto have negotiated the terms of this Agreement and determined that the terms are mutually beneficial to each Party; and

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

**SECTION ONE
COLLECTION AGREEMENT**

- 1.01** URC collects on behalf of County a \$3.00 per vehicle fee, tax inclusive, for each vehicle, as defined by the United States Forest Service, that passes through the entrance station at Cemetery Point.
- 1.02** County shall pay to Town the total amount of all fees collected at Cemetery Point.
- 1.03** The fees will be collected during the entire season that Pineview Reservoir is open.
- 1.04** The fee shall be collected all season and County will pay Town its portion of the fee less the administrative fee of 16% and State sales tax if applicable. If the tax is not required by the State of Utah, then no adjustment to the fee paid to Town will be made.

- 1.05** Vehicles exempted from this fee are: Forest Service vehicles, Basecamp Hospitality vehicles, County Sheriff vehicles, emergency vehicles, Town vehicles, service vehicles, and all vehicles whose driver asserts they are solely going to the cemetery.

SECTION TWO ACCOUNTING

- 2.01** County shall maintain a yearly total of fees collected and keep appropriate accounting of all fees and shall make these available for inspection at Town's request.
- 2.02** County shall issue a check to Town no later than December 31 of each calendar year this Agreement is in effect or no later than 30 days after County receives a check from URC.

SECTION THREE AUTHORITY AND EMPLOYMENT STATUS

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

SECTION FOUR GOVERNMENTAL IMMUNITY

- 4.01** The Town and the County are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the Town and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Town or County under the Act.

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 (5) additional consecutive terms of one (1) year each, for a total term not exceeding nine (9) 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.

SECTION SIX INTERLOCAL PROVISIONS

- 6.01** Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act ("Act") set forth in State law, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of Huntsville and by resolution of the legislative body of the County pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Act;
 - d. Immediately after execution of this Agreement by both Parties, the County may cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Act;
 - e. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity; and
 - f. There is no joint budget.

SECTION SEVEN MISCELLANEOUS

- 7.01** 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.
- 7.02** 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.
- 7.03** Filing of Agreement. An executed counterpart of this Agreement shall be filed with the keeper of the records of each of the Parties.
- 7.04** 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.
- 7.05** 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.
- 7.06** 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.

7.07 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.

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

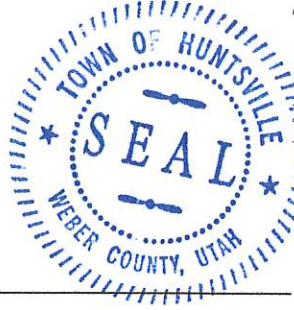
7.09 Notices. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt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

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

Town of Huntsville, P.O. Box 267, Huntsville, UT 84317

[Signatures on Following Page]

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



Town of Huntsville

By _____
Mayor

ATTEST:

Town Clerk

Approved as to form and compliance
With applicable law:

Town Attorney

Date: 5/15/2020

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

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____