

**OPERATION AGREEMENT FOR
DESERET PEAK BMX TRACK**

This Agreement is made and entered into this 14 day of February, 2018, between TOOELE COUNTY, a body corporate and politic of the State of Utah (hereinafter "County"), and STEVE WAGNER (hereinafter "Operator") regarding the operation of the Deseret Peak BMX Track.

WHEREAS, Tooele County and Steve Wagner desire to enter into this agreement; and

WHEREAS, Tooele County owns the Deseret Peak BMX Track and Steve Wagner desires to manage and operate the BMX track.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants and good and valuable consideration, the parties agree as follows:

SECTION I – OPERATOR: Operator will manage and operate the BMX track at the Deseret Peak Complex with the following conditions:

- A. Operator will pay for all electrical use at the BMX track.
- B. Operator will have general liability or special event insurance that will cover bodily injury, property damage or personal injury related to any use of the BMX Track. Operator will provide to County a certificate of insurance. The policy will carry a minimum of \$2,000,000 per occurrence and \$3,000,000 aggregate.
- C. Operator agrees to indemnify and hold County harmless against claims by third parties alleging injury caused by the negligence, malpractice, or other breaches of the Operator while performing duties for the County within the scope of this contract.
- D. Operator will provide all labor, materials, and equipment to operate and maintain the track at no cost to the County and maintain such track in exemplary condition.
- E. Operator will maintain track surface dirt at a proper consistency to maintain safe riding conditions.
- F. Operator shall provide their own garbage dumpster and keep all garbage cans emptied and loose garbage picked up at least three times a week.
- G. Operator will maintain the irrigation system.
- H. Operator will establish operating hours.
- I. Operator will establish and collect all fees.
- J. Operator will pay Tooele County \$1,000.00 plus \$1.00 per rider to lease the BMX track payment due December 1, 2018. Operator will pay \$500.00 deposit and damage fee due February 1, 2018. (Fee rolled over from 2016)

SECTION II – TOOELE COUNTY: Tooele County's right and responsibilities are as follows:

- A. County will provide Operator access and use of BMX track at the Deseret Peak Complex.
- B. County will provide all water necessary for irrigation and field maintenance.
- C. County will spray the track with herbicide one time per year.

SECTION III – DURATION: The duration of this agreement shall be from February 1, 2018 to December 31, 2018 with a contract review on January 2, 2019. If the parties intend to renew this agreement, then prior to the expiration of the agreement each party shall give written notice of renewal by February 1.

SECTION IV – TERMINATION: This Agreement shall take effect upon its execution by the parties and shall remain in full force and effect until all obligations hereunder are fulfilled or unless terminated pursuant to a material breach. A material breach of this agreement by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice is given to the defaulting party.

SECTION V – NOTICE: Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

Tooele County: Tooele County Commission
 47 South Main Street
 Tooele, UT 84074

Operator: Steve Wagner
 857 E. Meadow Pine Ct. #10
 Salt Lake City, UT 84106
 Email: swagner3@wm.com
 801-860-6771

SECTION VI – SEVERABILITY: If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the agreement not affected by such a ruling shall remain in full force.

SECTION VII – SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives.

SECTION VIII – COST OF DEFAULT: In the event of default by any party hereto, the defaulting party shall pay all costs and expenses of the other party, including a reasonable attorney's fee, which may be incurred by such party in enforcing its rights and remedies resulting from such default.

SECTION IX – ENTIRE AGREEMENT: It is expressly understood that this Agreement

and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining thereto are hereby canceled. If any restrictive provisions hereof are found to be unreasonable in extent and unenforceable, but would be enforceable if the extent of such restriction were reduced or modified, then such restriction shall apply with such reduction or modification as may be necessary to render it valid and enforceable.

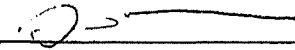
IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOOELE COUNTY

OPERATOR

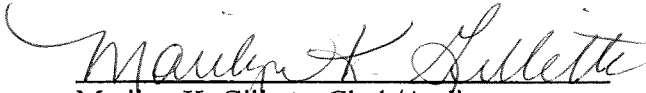


Wade B. Bitner, Chairman

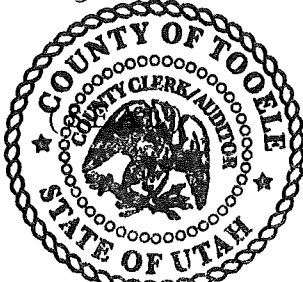


Steve Wagner

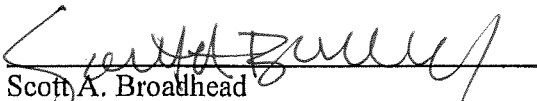
ATTEST:



Marilyn K. Gillette, Clerk/Auditor



APPROVED AS TO FORM:



Scott A. Broadhead
Tooele County Attorney