

AGREEMENT FOR THE MANAGEMENT AND OPERATIONS OF WILDCAT PARK

Note: According to the terms of this Agreement, there is also an option to renew the appointment as Park Manager for additional years, at the discretion of the County. If the agreement is to be extended, the terms and conditions for future park/camping season(s) will be negotiated between the parties.

This Agreement is made and entered into this 26th day of May, 2020,

by and between the Houston County Board of Commissioners, (“Houston County”) and Ed “Jake” Lonkoski, (“Contractor”), an individual, with reference to the following facts:

- A. Contactor is familiar in matters relating to the management and operations of parks and campgrounds; and
- B. Houston County desires to utilize Contractor’s management services with respect to the operation of Wildcat Park.

WHEREAS, Houston County has identified a need for 24-hour “around the clock” management and operations of Wildcat Park for the 2020 park/camping season, commencing on May 20, 2020 and ending October 20, 2020. The 2020 camping season may be shortened or cancelled due to the 2020 Peacetime Health Emergency related to the COVID-19 pandemic.

WHEREAS, Houston County wishes to purchase such program services from the Contractor;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, Houston County and Contractor agree as follows:

1. Term:

The Term of this agreement shall be from May 18, 2020 through October 18, 2020. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. The park/camping season can be extended by mutual verbal agreement to accommodate extended use based on weather conditions.

It is understood that the parties can meet as necessary during the course of this agreement to determine if adjustments to this Agreement are appropriate. Any such adjustments are at the discretion of the County and subject to County Board approval.

2. Services:

Houston County wishes to purchase and the Contractor agrees to provide the following: See attachment A.

3. Cost and Delivery of Purchased Services:

The amount paid for service will be 50% of the gross receipts derived from the collection of fees for camping, camping with utilities, shower use, shelter use, and parking, for the term of the Agreement. The Contractor will collect boat launch fees, with all revenue provided to Houston County. See attachment B for additional financial terms. See attachment C for 2020 Wildcat Park Rates and Fees.

Concession and vending income and expenses including wood sales shall be Contractor's exclusively.

4. Payment for Service.

Houston County will collect the fees from full-season campsite reservations (\$52,500.00 in 2020 if all sites are filled). The Contractor, shall keep the first \$39,000.00 collected in daily fees (or an amount equal to the amount of the seasonal fees collected by the county in the event not all seasonal sites are filled.) After Contactor has collected an amount equal to the seasonal fees retained by Houston County, the contractor shall split the fees with Houston County on a 50/50 basis. See attachment B for additional financial terms. In the event the camping season is shortened or cancelled due to the COVID-19 pandemic, Contractor and County agree to apply the 50/50 split only to revenue collected after any reimbursed fees to campers.

The Contractor is required to make a \$500.00 security deposit with the County. Houston County recognizes the fact that this deposit was made on March 28, 2008 and the county continues to hold this deposit. The deposit will be refunded at the end of the contract, or at the end of any contract extensions agreed to by both parties.

5. RECORDS

The Contractor shall maintain such records and provide Houston County with financial, statistical, and service reports as Houston County may require for accountability.

6. INDEPENDENT CONTACTOR:

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with Houston County and shall not be considered employees of Houston County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors, or employees shall in no way be the responsibility of Houston County; and the Contractor shall defend, indemnify, and hold Houston County, its officers, agents and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Houston County, including without limitation, tenure rights, medical

and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with Houston County. And nor shall the Contractor, its employees, agents, and representatives be considered employees, agents and representatives of Houston County.

8. CONTRACTOR STANDARDS AND LICENSES:

This Agreement is contingent upon the Contractor submitting to a criminal history background check and that a review of the background check does not indicate any conviction(s) for a crime of dishonesty or a conviction prohibited by the "Kari Koskinen Manager Background Check Act" as found in Sections 299C.66 to 299C.71 of the Minnesota Statutes.

Contractor shall maintain compliance with Minnesota Statutes 327.10 to 327.13 including obtaining all required guest information.

While performing official duties provided for in this Agreement and/or when they are on the park premises, the Contractor or any of the Contractor's employees, shall conduct themselves in such a manner that will not cause public scrutiny and/or embarrassment to the County.

IN WITNESS WHEREOF, Houston County and the Contractor have executed this agreement as of the day and year first written above:

Contractor, having signed this Agreement, and the Houston County Board of Commissioners having duly approved this Agreement on M a y 2 6 , 2 0 2 0 , pursuant to such approval and the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

CONTRACTOR:

HOUSTON COUNTY:

Ed "Jake" Lonkoski
109 Main St
Hokah, MN 55941

Eric Johnson, Board Chairperson

Approved as to form and execution:

Sam Jandt
Houston County Attorney

Attachment A:
Houston County Wildcat Park Management Service Definition

Contractor Duties:

1. The Contractor shall perform all duties related to the management and operation of Wildcat Park, except where specified below that Houston County will provide a specific service. Contractor agrees to perform the services of Park Manager in a professional manner, and to the satisfaction of the Houston County Board of Commissioners and/or Wildcat Park Committee with the understanding that this Agreement may be terminated immediately by Houston County in the event that the County's interests are not being met.
2. In preparation for the 2020 park/camping season, the Contractor may have access to Wildcat Park prior to May 1, 2020 and begin taking reservations when practical.
3. Contractor shall be diligently responsible for the "around the clock" or "24-hour operation" of Wildcat Park for the term(s) of this agreement. Responsibilities for the "around the clock" or "24-hour operation" of Wildcat Park includes, but is not limited to:
 - a. The collection of fees for camping, camping with utilities, shelter use, shower use, boat ramp and parking;
 - b. Enforcing all park rules and regulations and providing adequate supervision over park activities.
 - c. Maintaining the cleanliness of the park grounds so that they are presentable and safe for use, at all times;
 - d. The cleaning and restocking of supplies for the bathroom and shower facilities;
 - e. Monitoring and enforcing all applicable park ordinances, rules and regulations; and
 - f. Maintaining the safe and orderly use of the park, for the quiet enjoyment of all campers.
 - g. Maintaining and enforcing enhanced park operations guidance from the Minnesota Department of Natural Resources, Department of Health, and The Center for Disease Control in response to the COVID-19 pandemic.
4. The Contractor will not be required to be on-site, 24 hours per day, seven days per week, but will be required to have a mechanism in place addressing how camper concerns will be handled and fees collected, when they are not present.
5. Contractor shall not conduct or allow any activities on the premises covered by this agreement which are, in the opinion of Houston County, contrary to good morals or otherwise objectionable and/or prohibited by law.
6. Contractor shall not sell, store, dispense or permit the sale, storage or dispensing of any alcoholic beverages on the premises covered by this agreement.

7. Contractor shall not conduct or allow any gambling or games of chance on the premises covered by this agreement.
8. Contractor shall not make any additions or alterations to park facilities without approval from Houston County.
9. Contractor or any employees of the Contractor, shall not in any way forbid or restrict the public from the full use and quiet enjoyment of the Park and its facilities unless park rules/regulations prohibit such use.
10. Contractor shall not discriminate against any camper, employee or applicant for employment or person seeking access to the Park on the basis of their age, race, sex, creed, color, disability, national origin, marital status or sexual preference.
11. The Contractor shall be responsible for all cleaning and maintenance including the cleaning of all shelters, buildings, bathrooms and the shower building, including the bathroom sinks and showers. Houston County will furnish all toilet paper, hand sanitizer, etc. for the public restrooms at Wildcat Park, with the understanding that the Contractor will restock each bathroom with toilet paper and supplies as needed. The Contractor shall be responsible for providing all other products, cleaning supplies and/or maintenance expenses.
12. The Contractor will be responsible for cleanliness and mowing of the park grounds. The Contractor's responsibility in this area includes mowing, picking up of trash, litter, branches or debris and the cleaning/emptying of the fire pit/campfire rings, as needed. The Contractor will be responsible for providing mowing and weed eating equipment, maintaining said equipment, and providing the gas and the labor involved with mowing.
13. The Contractor will monitor the use of dumpsters to ensure they are being used by campers only, and that only camping refuse is being dumped and communicate with Houston County for refuse pick up.
14. The Contractor will monitor the use of the sewage dumping stations to ensure that only campers are using them, and that only camping sewage is being dumped and communicate with Houston County for station servicing. The Contractor shall also be responsible for expenses incurred for their personal camper on the manager's site, if applicable.

County Duties:

1. Houston County will be responsible for the disposal of all refuse generated by the park, for each season, with the understanding that the Contractor will monitor the use of the dumpsters.
2. Houston County will pay for the pumping of the park's sewage holding tanks, with the understanding that the Contractor will monitor the use of the sewage dumping stations.
3. The County shall maintain appropriate license for operating Wildcat Park as a "Recreational Camping Area."

Attachment B:
Houston County Wildcat Park Management Service Financial Terms

1. As compensation for the full and faithful performance of the duties, obligations and responsibilities described in this Agreement, the Contractor shall receive 50% of the gross receipts derived from the collection of fees for camping, camping with utilities, shelter use, and parking, for the term of the Agreement. It is understood and agreed that Houston County shall retain the entire amount collected upfront for seasonal campsites (\$52,500.00 in 2020 if all sites are filled). In return, Contractor shall keep the first \$39,000.00 collected in daily fees (or an amount equal to the amount of the seasonal fees collected by the county in the event not all seasonal sites are filled). After Contractor has collected an amount equal to the seasonal fees retained by Houston County, the contractor shall split the fees with Houston County on a 50/50 basis.
2. Contractor will collect fees from boat launch use and provide 100% to Houston County by the tenth of the following month in conjunction with the other collected fees, as described in Attachment B, item 4, below.
3. Contractor will be required to use sequentially numbered duplicate receipts, provided by the County, for all fees collected with respect to camping, camping with utilities, shelter use, boat launch and parking.
4. Contractor shall submit a monthly accounting report of the sequentially numbered duplicate receipts that were used for the gross fees collected for camping, camping with utilities, shelter use, shower use, and parking to Houston County by the tenth of the following month. Once the Contractor has collected an amount equal to the seasonal fees retained by Houston County, the contractor shall also submit to Houston County by the tenth of the following month a check equal to 50% of the fees collected.
5. Houston County shall remit the sales tax collected for the seasonal sites to the Contractor by June 1st. Upon receipt of this payment, Contractor shall immediately submit the sales tax to the State of Minnesota.
6. Concession and vending income and expenses including wood sales shall be Contractor's exclusively.
7. Contractor shall be required to have a Minnesota Sales Tax number and remit all sales tax to the Minnesota Department of Revenue as required.
8. Houston County shall be responsible for the electrical expenses at Wildcat Park, with the exception of the portion paid by the Seasonal campsites.
9. Contractor shall be responsible for the phone bill at Wildcat Park.

Attachment C
Houston County Wildcat Park Rates and Fees

WILDCAT PARK RATES:

The following rates shall apply for the 2020 season:

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| Seasonal Rates | \$300.00 per month/\$1,500.00 per season, plus the actual cost of electricity (\$275.00 electricity deposit required) |
| Monthly Rate | \$425.00 per month |
| Electric Sites | \$40.00 per night |
| Primitive Sites | \$20 per night, per camping unit |
| Shelter Rental | \$50.00 per day; <i>A damage deposit may be required at the discretion of the Park Manager.</i> |
| Boat Launch Fee | \$5.00 daily fee and \$25.00 Season Pass <i>(Fine of \$100.00 for non-compliance of fee)</i> |
| Non-Camper overnight parking fee | \$5.00 per night |

The fine for parking overnight without paying the appropriate fee in advance is \$25.00 per night.

Reservations will be accepted for a minimum of two nights on weekends. **Holiday Weekends (Memorial Day, Independence Day and Labor Day) require a three-night reservation.** However, any sites that remain available on the weekend may be rented out for one night at a time, per the discretion of the park operator.

It is also understood that if two campers share the same campsite, they should each be charged full-price.

Check-out time: Noon