

**COLLECTION AGREEMENT BETWEEN
WEBER COUNTY AND
URBAN PARK CONCESSIONAIRES dba VISTA**

This collection agreement is between Weber County, a body corporate and politic of the State of Utah, ("County"), and Urban Park Concessionaires, a California corporation doing business as Vista ("Vista"), 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, Vista provides services for recreational use of public recreational areas; and

WHEREAS, Vista 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, Vista has previously collected fees at various recreational areas of Pineview Reservoir and County seeks to continue with Vista 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** Vista offers to collect a per vehicle fee of \$3.00 in 2024, \$4.00 in 2025, and \$4.00 in 2026, tax inclusive, for each vehicle, as defined by the United States Forest Service, that passes through the entrance station at Anderson Cove Boat Ramp, Cemetery Point, Middle Inlet, and Port Ramp Marina (collectively "Entrance Stations"). Vista will make every practical attempt to collect from all vehicles entering the Entrance Stations' areas.
- 1.02** The County fee will be collected during the entire season that Pineview Reservoir is open.
- 1.03** Vista 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, Vista vehicles, County Sherriff vehicles, emergency vehicles, and service vehicles.

**SECTION TWO
ACCOUNTING**

- 2.01** Vista shall maintain a weekly and monthly total of fees collected. Vista shall maintain and keep appropriate accounting of all fees and shall make these available for inspection at County's request.
- 2.02** Vista shall issue a check to County no later than November 30 of each calendar year this agreement is in effect.
- 2.03** Vista will collect a 16% administration fee based on the gross collection of the annual total from all Entrance Stations.
- 2.04** Within 90 days of receipt of the funds from Vista, Weber County shall provide an accounting, in a public meeting, of the funds generated from the fees collected pursuant to this agreement.
- 2.05** Weber County shall provide a breakdown of funds distributed and allocated by department to Vista Recreation. This breakdown is to be shared with the USFS so that the funds being tracked can provide clarity to the type of recreation improvement being provided.

**SECTION THREE
AUTHORITY AND EMPLOYMENT STATUS**

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

**SECTION FOUR
INDEMNIFICATION**

- 4.01** County is a self-insured political subdivision of the State of Utah. County does not agree to assume the liability of or indemnify or agree to defend any persons other than those specifically enumerated in statute. Vista agrees that if it believes it has been made a party to a suit as a result of the negligence of County, it will file a Notice of Claim in accordance with Utah law.

**SECTION FIVE
TERM OF AGREEMENT**

- 5.01** The term of this agreement shall commence on January 1, 2024 and continue through December 31, 2026, 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. Both 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 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 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** Insurance. Vista shall obtain and maintain, at Vista's own expense during the term of this agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Certificates of such insurance issued by the insuring carrier or carriers shall be furnished to the County and shall provide thereon that ten days' prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to the County. If any of the required coverage is provided on a claims-made basis, then Vista shall maintain the policy for no less than four years after termination of this agreement.
- 6.08.1** Vista shall maintain Commercial General Liability insurance with contractual liability coverage to cover Vista's obligations under the Indemnification section of this agreement, with minimum combined single limits of \$2,000,000 for each occurrence and \$5,000,000 aggregate. The policy shall protect Vista and the County from claims for damages for property damage and claims for personal injury, including accidental death, that may arise from Vista's operations under this agreement. The policy shall be primary and noncontributory to any other policy or coverage available to the County, whether such coverage be primary, contributing, or excess.
- 6.08.2** Vista shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 for each accident.
- 6.08.3** Vista shall maintain Commercial Automobile Liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, and, for property damage, \$500,000 per occurrence, or a combined single limit of \$5,000,000.
- 6.08.4** If not included in the Commercial General Liability policy, Vista shall maintain crime insurance including coverage for employee dishonesty and theft. The policy must insure all officers and employees of Vista who will be providing services under this agreement, and it must be sufficient to cover Vista's obligations under the Indemnification section of this agreement.
- 6.09** 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.
- 6.10** 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.
- 6.11** 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

Urban Park Concessionaires dba Vista
2150 Main St., Suite 5
Red Bluff, CA 96080

- 6.12** 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.
- 6.13** Termination. This agreement may be terminated by either Party, with or without cause, upon a 30-day written notice.
- 6.14** 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]

Urban Park Concessionaires dba Vista

By: 

Title: President

Date 5-15-2024

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Commissioner Harvey, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor