

**AN AGREEMENT BETWEEN WEBER COUNTY AND SMHG MANAGEMENT LLC FOR
USE OF COUNTY EQUIPMENT FOR SNOW REMOVAL**

This Agreement is made by and between Weber County (“County”), a body politic, corporate and political subdivision of the State of Utah, and SMHG Management LLC (“Summit”), for the purpose of allowing Summit to utilize County equipment for snow removal on Summit property pursuant to the terms and conditions of this Agreement.

RECITALS

WHEREAS, Summit’s development is located at the top of Powder Mountain and at the end of a County road that is difficult to clear of snow and access during winter storms;

WHEREAS, pursuant to Weber County Code Section 32-8-1 it is the responsibility of the County to remove snow from travelways on County roads in accordance with an operation plan prepared by the county road superintendent with priority being given to public facilities, major private development with heavy user access, and higher intensity residential and commercial areas;

WHEREAS, the level of service that the County currently provides pursuant to the County’s operation plan prepared under Section 32-8-1 may not provide snow removal service during times when Summit operates its business, Powder Mountain Ski Resort;

WHEREAS, Summit desires to perform snow removal at a higher level of service to meet the needs of its business from time to time and is willing to pay the County to use certain equipment owned by the County and hold County harmless for Summit’s negligence and/or wrongdoing in connection with the use of such equipment;

NOW THEREFORE, County and Summit agree as follows:

1. Subject to the availability of County equipment, the County agrees that Summit may use the County equipment (“the “Equipment”) identified on, and at the rates specified in, Attachment “A,” which is hereby incorporated into this Agreement and made a part hereof.
2. County will train and demonstrate to Summit employees the proper use of the Equipment. Summit employees will demonstrate their ability to operate the Equipment. Summit agrees to perform inspections in accordance with law and such warranties County provides to Summit.
3. County will maintain the Equipment at the County’s sole expense.
4. For certain equipment and/or vehicles a CDL license will be required. Summit shall provide a copy of the driver’s license, CDL license (if applicable) and driving record of any driver utilizing County vehicles and equipment.

5. Summit will be responsible for recording hours/mileage and for performing both pre and post-trip inspections of equipment and notifying County of any needed maintenance observed by Summit during its use of the Equipment.
6. Summit hereby agrees to be responsible for any damages to equipment, roadways, signs or guardrail that may occur while Summit is using County equipment as well as damage which occurs as a result of Summit's failure to perform proper inspection prior to use.
7. Summit agrees to provide general and commercial liability, auto and workers compensation insurance and provide proof thereof prior to utilization of any equipment by its drivers/operators.

8. STANDARD TERMS AND CONDITIONS

- A. RENEGOTIATIONS OR MODIFICATIONS: This Agreement may be amended, modified or supplemented only by written amendment to the Agreement, executed by the parties hereto, and attached to the original signed copy of this Agreement.
- B. TERMINATION: This Agreement may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given to the other party. On termination of this contract all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to date of termination.
- C. CONTRACT JURISDICTION: The provisions of this Agreement shall be governed by the laws of the State of Utah.
- D. INSURANCE: Summit agrees to provide and maintain during the performance of the Agreement, at its sole expense, a policy of liability insurance naming the County as insured party under the policy. Such insurance shall be amended to indicate that it is the primary coverage and not a contributing coverage for County with respect to Summit's use of the equipment listed on Attachment "A".

The limits of the policy shall be no less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. Summit shall provide County a certificate of insurance evidencing that the coverage required hereunder is in effect. The certificate will also state that the insurer will give County thirty (30) days' notice of cancellation or non-renewal.

- E. TERM: The term of this Agreement shall be for one year beginning October 1, 2017 and continuing through September 30, 2018, subject to the termination provisions set forth above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

DATE _____

By _____

James Ebert, Chair

Commissioner Ebert voted _____
Commissioner Gibson voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

SMHG MANAGEMENT LLC

By, Summit Revolution, LLC, its
indirect parent company

DATE 12/14/2017 _____

By  _____
Name: Mark Schroetel
Its, Authorized Signatory

ATTACHMENT "A"

Snow Blower: Hourly Rate of \$275. This will include fuel and ware items, not tire damage, shear pins, tire chains or hydraulics.

Plow Truck with Sander: Hourly Rate of \$150. This will include fuel and ware items, not tire damage, tire chains or hydraulics.

Loader: Hourly Rate of \$125. This will include fuel and ware items, not tire damage, tire chains or hydraulics.

Salt and Sand Mix: \$37 per ton delivered to Powder Mountain. Not responsible for storage, cover or shortage.