

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EDEN VALLEY TRAILS TRUST
AND
WEBER COUNTY**

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to guarantee that Eden Valley Trails Trust, will use Weber County’s donated impact fees in accordance with the approved Weber County Trails Impact Fee Facilities Plan and applicable State laws, ordinances, and policies, without requiring a separate contract for each donation of funds. The County Commission finds that these donations will contribute to the safety, health, comfort, and convenience of county residents.
2. **SCOPE:** This MOU for the donation and use of impact fees is made between Eden Valley Trails Trust and Weber County.
3. **UNDERSTANDING, AGREEMENTS, AND SUPPORT REQUIREMENTS:**
 - A. Eden Valley Trails Trust is a nonprofit 501(c)(3) organization with a mission to “build and maintain a sustainable and interconnected trail system in Ogden Valley”
 - B. Weber County intends to donate impact fees to Eden Valley Trails Trust for the purpose of planning and building eligible pathways and trails in unincorporated Weber County.
 - C. To receive donations of impact fees, Eden Valley Trails Trust must apply to the County, specifying which projects the impact fees will be used for. If Eden Valley Trails Trust wants to use donated impact fees for projects not included in the original application, it must file a new application seeking authorization to use the funds for other projects. Projects must be included in Weber County’s Trails Impact Fee Facilities Plan.
 - D. Eden Valley Trails Trust will only use Weber County’s impact fee donations for corridor preservation, engineering, environmental review, surveying, permitting, construction, project management, and any other project-specific tasks necessary to complete approved projects.
 - E. Eden Valley Trails Trust will comply with all applicable County and State laws, ordinances, and policies.
 - F. Eden Valley Trails Trust will account for the expenditure of impact fees and will provide updates to Weber County upon request.
 - G. Eden Valley Trails Trust will indemnify and hold harmless the County, its officers, agents, and employees from and against any claims or suits that arise as a result of impact fee donations, including improper use of impact fees.

4. **EFFECTIVE DATE:** This MOU is effective upon signature by both parties and will remain in effect until modified, replaced, or terminated by agreement of the parties.
5. **MODIFICATION:** Modification of this agreement requires written notification and approval by both parties 30 days in advance.
6. **GOVERNING LAW:** The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this agreement.
7. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this agreement unless specifically incorporated herein by reference.
8. **SIGNATURES:** In witness whereof the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
James H. "Jim" Harvey, Chair

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

ATTEST:

Date:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

EDEN VALLEY TRAILS TRUST

By: 

Alan Wheelwright, Executive Director