

AGREEMENT
between
WEBER COUNTY
and the
EDEN VALLEY TRAIL TRUST
for trail improvements at the North Fork Park

WHEREAS, Weber County Corporation (“County”) owns and operates the North Fork Park (“North Fork”) which is beneficially used by County residents for recreational activities including hiking and biking on various trails throughout North Fork; and

WHEREAS, Eden Valley Trail Trust (“Contractor”) is dedicated to building and maintaining a sustainable and interconnected trail system in the upper areas of Weber County that welcomes and accommodates all trail users; and

WHEREAS, Contractor is willing and able to provide assistance to County at North Fork as it pertains to North Fork’s trails; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Scope of Services**. County and Contractor will work collaboratively to schedule and conduct trail maintenance and improvements at various locations within North Fork. Prior to the commencement of any trail work with North Fork, County and Contractor shall:
 - a. identify and agree upon the location or area wherein work is authorized to occur;
 - b. obtain written approval from the Weber County Parks and Recreation Director or designee; and
 - c. ensure that any/all applicable waivers are signed by all participants. Applicable waivers are attached to this Agreement as “**Attachment A**”
2. **Consideration**. County agrees to pay Contractor an amount not to exceed \$5,000.00 for each location where trail maintenance occurs. County and Contractor agree that this Agreement shall only cover up to two separate locations designated for trail maintenance with a total allowable amount not to exceed \$10,000.00.
3. **Amendments to Agreement**. This Agreement may be modified only by a written amendment signed by authorized representatives of the parties.

4. **Duration.** This Agreement shall be effective as of May 01, 2024 and shall terminate on April 30, 2026 or at the completion of the trail improvement activities, whichever occurs first.
5. **Insurance.** The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, insurance in an amount required by the State of Utah and sufficient to meet its obligations hereunder.
6. **Indemnification.** Contractor releases and agrees to hold harmless and indemnify County and its officers, employees, volunteers, and agents from and against all liability that may arise from the activities of Contractor and its officers, employees, volunteers, and agents on County property. This agreement covers all actual or claimed liability, regardless of fault, except for intentional misconduct by County or its officers, employees, volunteers, or agents or any action that applicable law does not permit to be covered by this Agreement. County is a self-insured political subdivision of the State of Utah. Contractor agrees that if it believes it has been made a party to a suit as a result of the negligence of the County, it will file a Notice of Claim in accordance with Utah law.
7. **Termination.** County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.
8. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigations arising from or in connection with this Agreement shall be heard in the courts of the State of Utah, with venue in Weber County.
9. **Agent.** No agent, employee or servant of Contractor or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable

efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

10. Assignment. The rights and obligations of Contractor shall not be assigned to a third party without prior written consent of the County. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
11. Severability: It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the remaining provisions will be valid and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
12. Authority: The individuals executing this Agreement represent and warrant that they have full legal power and authority to enter into this Agreement described herein.

Dated this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James "Jim" Harvey, Chair

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

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

EDEN VALLEY TRAIL TRUST

By 5-22-24
Date: [Signature]
Alan Wheelwright

ACKNOWLEDGEMENT OF EDEN VALLEY TRAIL TRUST

State of Utah)

) ss:

County of Weber)

On the 22 day of may, 2024, appeared before me Melissa Martinez Glynndwr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as a duly appointed representative and agent of Eden Valley Trail Trust.



[Signature]
Notary Public