

AGREEMENT  
between  
WEBER COUNTY  
and  
OGDEN NORDIC, INC.  
*for snow grooming operations at North Fork Park*

**WHEREAS**, Weber County Corporation (“County”) owns and operates North Fork Park (“Park”) which is beneficially used by County residents for non-motorized winter activities during the appropriate season; and

**WHEREAS**, Ogden Nordic, Inc. (“Ogden Nordic”), a Utah non-profit, desires to see various snow trails at the Park promoted and maintained for residents of the County; and

**WHEREAS**, the County finds that assistance with the grooming of these snow trails makes the Park more feasible to maintain; and

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

1. Grooming the Cross Country Skiing, Fat Bike Riding, and Snowshoeing Trails/Courses.
  - A. Grooming is the act of using equipment to modify the natural snowfall in order to create cross country ski, fat bike, and snowshoe trails. It is analogous to other venues the County maintains such as: the Ogden Ice Sheet, softball and soccer fields, and arenas.
  - B. In order to provide for the County’s winter outdoor venue, Ogden Nordic may groom the trails/courses through the Park approximately 6 times per week. However, this “average” may increase or decrease depending on the amount of snow fall and condition of the trails.
  - C. Ogden Nordic will provide and organize staff and volunteers to groom the courses/trails as needed during the winter season. Ogden Nordic agrees that it will not permit any person to operate the equipment contemplated in this Agreement unless and until the person has signed the official County volunteer registration form and received volunteer training provided by Ogden Nordic and the County. Ogden Nordic further agrees that all operators of the equipment will be properly trained on the operation of the equipment. Ogden Nordic shall also provide the County with any other documentation the County deems necessary in managing its volunteers.

D. The agreed upon course for grooming is shown on the provided map attached to this Agreement as "Attachment A."

2. Equipment Use and Ownership.

A. All equipment, supplies, or materials purchased in full or in part with County R.A.M.P. funds or made available with other County funds shall be owned exclusively by County. County shall lease said equipment, supplies, or materials to Ogden Nordic for use in their performance under this Agreement at an annual rate of \$1 per year. County shall keep an inventoried record of all equipment, supplies, or materials owned by County and update the record as necessary.

B. Any requests for additional, new, or replacement equipment, supplies, or materials must first be made to County's Culture, Parks, and Recreation Department ("Department") and processed in accordance with County's established purchasing procedures. Department retains the right to approve or disapprove any requests for equipment, supplies, or materials.

C. At the conclusion of the trail grooming season and at a time, date, and location to be determined by Department and made known to Ogden Nordic, all equipment, supplies, and materials owned by the County and used in performance of this Agreement are to be returned to County and inventoried.

D. Ogden Nordic shall be responsible for the cost of fuel, maintenance, and repairs, of County's equipment, materials, or supplies leased to Ogden Nordic under this Agreement. If County provides fuel and/or repair parts for the equipment, the County will be reimbursed by Ogden Nordic for the cost of the fuel/parts within 20 days of receiving a billing invoice.

E. The County shall be responsible for the sale, trade-in, or disposal of surplus equipment, supplies, or materials owned by the County in accordance with applicable County policies and ordinances.

3. Park Monitoring/Access. The County's Culture, Parks and Recreation retains the right to enter the Park and utilize leased equipment for patrol, routine checks, and other needs as determined by the County.

4. Trail Maintenance.

A. County and Ogden Nordic will partner to keep the trails trimmed back from overgrowth for use during the ski season.

- B. Ogden Nordic is responsible and authorized to remove any downfall and/or dead branches that hinder the grooming of the trails.
- C. Since County and Ogden Nordic have different requirements for summer growth trimming, County and Ogden Nordic will coordinate responsibilities to address summer growth trimming. Approval from County is necessary before summer growth trimming can be performed. Ogden Nordic may contact Todd Ferrario (801-399-8222) at the Department to coordinate trimming.
5. Signage. County will have the sole control over all signage posted at the Park. Any signs Ogden Nordic wishes to display must identify the Park as the County facility, contain the County logo in addition to Ogden Nordic's logo and any other logos on the sign, and be approved, in writing, by the Department Director prior to placement. All sign requests will be submitted in writing to the Department 30 days prior to the date the sign is needed to allow for this approval. Directional, instructional or way finding signs posted in the winter season are exempt from this rule.
6. Fees and Reimbursement.
- A. Ogden Nordic is a Utah not-for-profit organization. In order to promote, create, and maintain the cross country skiing and snowshoe courses for the beneficial uses of County residents, Ogden Nordic must obtain sufficient funds to purchase, operate, maintain, and capitalize the equipment and resources, and to pay personnel they may hire to help manage the facility. Ogden Nordic is hereby permitted to collect user fees of park visitors that use the park for walking/running, skiing, snowshoeing, and fat bike riding.
- B. The fees authorized by the County beginning in the 2021 season are:
- i. Per visit Cross Country Skiing
- \$10 per adult.
  - \$5 per child (ages 11-17). Under age 11 is free.
  - Or \$20 per family.
- Season passes - \$100 per person or \$200 per family.
- ii. Per visit Fat Bike
- \$8 per adult.
  - \$5 per child (ages 11-17). Under age 11 is free.
- Season passes - \$80 per person.

iii. Per visit Snowshoeing or Walking/Running

- \$5 per adult.
- \$3 per child (ages 11-17). Under age 11 is free.
- Or \$10 per family.

Season passes - \$50 per person.

- C. Changes in fee amounts must be authorized by the Board of County Commissioners to be valid.
- D. Fees collected by Ogden Nordic shall only be used for the purposes described in this Agreement.
- E. Groups or individuals that visit the park for winter activities not related to Nordic skiing, running/walking, fat bike riding, or snowshoeing may not be required to pay this fee.
- F. Donation Collection, Ski Rental, Ski Instruction, and Retail. In addition to the user fees that Ogden Nordic will collect, County authorizes Ogden Nordic to solicit and collect donations from other sponsors, either private individuals or businesses, to help cover the operating and capital equipment costs incurred by Ogden Nordic for the grooming of the Park. Ogden Nordic is also authorized to rent ski equipment, provide limited ski instruction, and engage in a limited retail operation to help cover the operating and capital equipment costs. Retail sales are to remain minimal in nature with the intent to provide last minute need for patrons. Ogden Nordic shall abide by all laws, rules, and regulations and shall be responsible for collecting and paying all applicable taxes.
- G. The County recently conveyed a yurt ("Nordic Center") that is located at the Park to Ogden Nordic for their use under this Agreement. While this Agreement is in effect, Ogden Nordic will continually keep the Nordic Center in good repair and perform any necessary maintenance at its own expense to ensure the safety of volunteers, staff, and visiting patrons. Ogden Nordic shall obtain approval from the County prior to making any major modifications to the Nordic Center, especially if Ogden Nordic intends to enlarge the current footprint of the Nordic Center.
- H. On days that the Nordic Center is not open, the collection of the fees will be done with a drop box using the honor system. Users of the park who do not provide proof of payment of the fee cannot be asked to leave or caused to be removed from the Park for that reason. When the Nordic Center is open, visitors may be asked to show proof of payment, but will not be asked to leave the park if they have not paid a trail fee.

- I. **Revenue Sharing.** Ogden Nordic agrees to pay County 7% of the gross revenues collected from gate receipts and season passes, (including passes covered in donations/sponsorships or grants as part of the package), and rental or other revenue generated from Nordic Center operations. The only revenue that will be excluded will be the portion of sponsorship/donation and grants received that was not associated with gate or season passes. Payment is due at the date of inventory as referenced in Section 2 “Equipment and Ownership” part C of this Agreement. Furthermore, a delinquency penalty of ten percent (10%) shall be assessed on any payment not received by the due date.
  
  - J. **Fat Bikes not meeting the minimum requirements, agreed on by Weber County and Ogden Nordic, may be asked to leave for the safety of other visitors to the park.**
7. **Events.** Ogden Nordic traditionally holds promotional events, clinics, and/or race series at the Park. Ogden Nordic shall request in writing or phone call all event days at the Park with the Department. Dates must be scheduled and authorized by the Department. In addition, all events sponsored by Ogden Nordic will be handled by separate written agreements that specifically pertain to those events. The County will provide Ogden Nordic with reasonable notice of any other County-approved events at the Park during the winter months in order to allow adequate coordination of grooming schedules.
8. **Alterations to Park.** Under no circumstances will Ogden Nordic, or any of its members, be allowed to make alterations to the Park without written permission from the Department Director. This includes, but is not limited to: fences, parking lots, gates, roadways or other natural traffic flows, removing trees/brush/shrubs/etc., except as described in Paragraph 4 above. Violation of this provision is cause to terminate this Agreement.
9. **Restroom Facilities.** Currently there are no permanent winter suitable restrooms at the Park. The County will supply and service two portable restrooms at the Park during the ski season. One is to be placed at the South Gate and the other at the Cutler Flats’ Gate. The restrooms will be serviced regularly as usage dictates, but have a once a week minimum service provided.
10. **Trash Removal.** The County agrees to leave a trash receptacle at the South Gate for Ogden Nordic to use for trash collection. The County will arrange to have trash removed throughout the ski season.

11. Snow Removal. County agrees to provide adequate snow removal operations on weekdays to ensure that the three parking lots are plowed and free of snow. Ogden Nordic shall be responsible for adequate snow removal operations on weekends for two parking lots.
12. Damage/Replacement. Ogden Nordic will be responsible to repair, or replace if necessary, any and all structures, tables, signs, receptacles, fencing/gates, etc., that are damaged by Ogden Nordic equipment and/or volunteers during the term of this Agreement.
13. Amendments to Agreement. This Agreement may be modified only by a written amendment signed by authorized representatives of the parties.
14. Duration. This Agreement shall be effective as of June 01, 2021 and shall terminate on May 31, 2026.
15. Insurance.
  - A. The County is providing worker's compensation insurance for the grooming volunteers during the course of the grooming responsibilities only. No other coverage is provided under this Agreement.
  - B. Ogden Nordic agrees to secure and maintain worker's compensation insurance for any employee or sub-contractor working to provide services under this Agreement (Utah Code Ann. § 34A-2-201).
  - C. Ogden Nordic shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence properly endorsed to name the County as an additional insured.
  - D. Ogden Nordic shall agree to obtain products and completed operations liability insurance either as a separate policy with a limit of not less than \$1,000,000 per occurrence properly endorsed to name the County as an additional insured.
  - E. Ogden Nordic shall maintain appropriate automobile/equipment insurance with a limit of not less than \$1,000,000 per occurrence.
  - F. Ogden Nordic's Insurance policy shall specifically apply to and cover all of County's material, equipment, and supplies utilized by Ogden Nordic in performance of this Agreement.

G. Ogden Nordic shall provide the County with certificates of insurance, verifying coverage at the time this Agreement is returned. Ogden Nordic shall maintain the insurance policies during the term of the Agreement, and for a minimum of one year after the termination of the Agreement.

16. Indemnification. Grooming volunteers that are properly registered and approved by the County are afforded liability protection and indemnification normally given to paid government employees (Utah Code Ann. § 67-20-3). Ogden Nordic jointly and severally hereby assumes all remaining liability for any claim, injury, or damage that occurs in, on, or about the premises used by them or arising out of Ogden Nordic's performance of this Agreement, including Ogden Nordic's operation of the Nordic Center. Ogden Nordic hereby agrees to indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims resulting from all use of premises by them, their invitees, agents, employees, including Ogden Nordic's operation of the Nordic Center.

17. Financial Summary/Accounting System.

A. Ogden Nordic will provide the County with quarterly financial summaries of all revenues and expenditures that relate to the Park's grooming. The quarterly summaries shall be made under a GAAP presentation and will be due on the following dates each year: 1/20, 4/20, 6/20, and 10/20.

B. Ogden Nordic shall use QuickBooks to implement and maintain a double entry accounting system with full GAAP presentations. Ogden Nordic will also use internal controls to confirm that all financials have multiple verification.

C. Ogden Nordic agrees to allow the County's Clerk/Auditors or its designated agent to perform financial or procedural audits as appropriate. Furthermore, Ogden Nordic agrees to address in a timely manner any issues or concerns for best practice recommendations that are brought forth from the audits performed.

18. Termination. The County or Ogden Nordic may terminate this Agreement at any time by providing a 90 day written notice to the other party. Upon termination of this Agreement, Ogden Nordic will provide the County with the financial summary as described in Paragraph 17 within 30 days. Furthermore, if Ogden Nordic terminates this Agreement, Ogden Nordic will remit to the County 100% of the net profit from trail and season passes for the current operating season. Ogden Nordic shall be responsible for removing the Nordic Center at its own expense from the Park upon termination of this Agreement and shall coordinate

with the Department as soon as reasonably practicable following termination in order to make necessary arrangements for removal.

19. 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.
20. Assignment. The rights and obligations of Ogden Nordic 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.
21. 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.
22. Authority: The individuals executing this Agreement represent and warrant that they have full legal power and authority to enter into this Agreement described herein.

[signature page to follow]



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James "Jim" Harvey, Chair

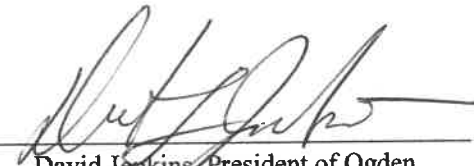
Commissioner Harvey voted \_\_\_\_\_

Commissioner Jenkins voted \_\_\_\_\_

Commissioner Froerer voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

By   
David Jenkins, President of Ogden  
Nordic, Inc.

ACKNOWLEDGEMENT OF OGDEN NORDIC

State of Utah )

) ss:

County of Weber )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021. appeared before me \_\_\_\_\_,  
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 Ogden Nordic.

\_\_\_\_\_  
Notary Public