

2. The Trail shall be open to the public without regard to race, color, religion, sex or national origin, consistent with other public facilities, and in accordance with the adopted policies and procedures for the Trail.
3. The Trail name shall be known as the Davis County Recreational Trail.

ARTICLE 5 – ACQUISITION, CONSTRUCTION AND OWNERSHIP

1. That portion of the completed Trail located on property owned by the City of Bloomfield shall be owned by the City. That portion of the completed Trail located on property owned by DCCB shall be owned by the DCCB. . That portion of the completed Trail located on private property outside the City limits will be constructed and maintained jointly by the City and DCCB. DCCB will be responsible for acquiring easements from private landowners for any portion of the Trail to be built on property owned by private landowners located outside the City limits.
2. Both DCCB, the City of Bloomfield and the DCTC will work together in planning, developing and construction of this trail.

ARTICLE 6 – MAINTENANCE OF THE TRAIL

1. During the term of this Agreement, the City and DCCB shall be responsible for the capital upkeep of the Trail, including, but not limited to, renovations, additions, major capital replacement and ongoing structural maintenance within each Party's jurisdiction. Examples of capital repairs could be, but are not limited to: replacement of concrete or contracting for repairs or replacement of concrete or other trail surface types
2. During the term of this Agreement, the DCCB and the City shall preserve and maintain the Davis County Recreational Trail in good repair and working order, and shall keep the Trail in safe and sanitary condition.
3. During the term of the Agreement, the DCCB and the City shall be responsible for turf maintenance.

ARTICLE 7 – TRAIL MANAGEMENT

1. The joint board appointed in Article 9 will be responsible for establishing operational standards for the Trail.
2. DCCB shall obtain and continuously maintain in full force through the Term of this Agreement, insurance of such types and in such amounts as may be reasonably necessary to protect the Parties against insurable hazards or risks arising from the operation of the Trail and the parking areas in such types and amounts to be agreed upon by the Parties. The DCCB shall provide the City with a certificate of insurance or other documentary evidence of the issuance of insurance. The City shall obtain and

continuously maintain in full force through the Term of this Agreement, insurance of such types and in such amounts as may be reasonably necessary to protect the Parties against insurable hazards or risks arising from the operation of the Trail and the parking areas in such types and amounts to be agreed upon by the Parties. The City shall provide DCCB with a certificate of insurance or other documentary evidence of the issuance of insurance. Each will name the other and DCTC as additional insureds.

3. The DCCB and City shall provide all support supplies and equipment needed to maintain and operate the Trail, including, but not limited to, personnel, contractual services, and commodities.
4. City of Bloomfield will perform "trail maintenance" as defined in Article 2, section 10 on the multi-purpose trail within the Corporate City Limits.
5. Snow removal will be subject to each Parties discretion during the winter months. Snowmobiles, ATV, or other motorized vehicles are prohibited on the trail unless used for official maintenance purposes.
6. The City of Bloomfield and the DCCB shall consult with the DCTC prior to adding additional or new enhancements including but not limited too, benches, signage, landscaping and rest area developments. Each entity agrees to keep the other parties informed of new enhancements and additions to the trail.
7. Parties agree that the trail closes one half hour after sunset and opens one half hour before sunrise or as posted
8. Parties agree any repair to trail will be as follows: If repair is within the Corporate City Limits the City will be responsible for such repairs. If the repair is within the County's jurisdiction, the DCCB will be responsible for such repairs. Shared expenses will be upon mutual agreement of all Parties.
9. Each Party agrees that dogs shall not run at large on the Trail and shall be on a leash no longer than 6 feet. No horses shall be allowed on the trail except for trail crossings or where specifically posted.
10. Each Party agrees to be responsible for the cost of publishing trail rules and any distribution cost within their jurisdiction.

ARTICLE 8 – FINANCE

1. The City and DCCB shall operate the Trail within the established annual operational budgets and be responsible for the expenditures within the established operational budget of the City Parks and Recreation Department and the DCCB.