
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: May 1, 2007

SUBJECT: **Interlocal Cooperation Agreement with the Town of Alta for a Scenic Byways Study**

AFFECTED COUNCIL DISTRICTS: None

STAFF REPORT BY: Lehua Weaver

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Public Utilities
LeRoy Hooton or Jeff Niermeyer

The Town of Alta has applied for and received a \$300,000 federal grant to conduct a planning project for Big and Little Cottonwood Canyons State Highways 190 and 210.

The project will develop Corridor Management Plans and Interpretive Plans for each of the canyons, which are needed for these two scenic byways in order to appropriately seek future funding opportunities and goals for resources and enhancement. These plans will inventory the amenities along these corridors, identify management goals, strategies for enhancement, and to balance future needs and uses. As part of the project scope, a recommendation may be made whether to include these two current State scenic byways as "National" Scenic Byways.

The Department of Public Utilities recommends supporting the project to develop management and interpretive plans for these two canyons. The grant requires a 20% match and the Department of Public Utilities proposes contributing \$10,000 to the project to help meet this requirement. The remainder of the match will be met by the Town of Alta, Utah Department of Transportation, Salt Lake County, the Forest Service, Big Cottonwood Canyon Community Council, Alta Ski Lifts and Snowbird. The Town of Alta will lead the project and will pull together a Scenic Byways Committee, which will include at least one representative of the City.

In keeping with the State Code relating to Interlocal Cooperation Agreements, this must come to the Council because of the budget impact.

CC: Lyn Creswell, Sam Guevara, LeRoy Hooton, Jeff Niermeyer, Karryn Greenleaf

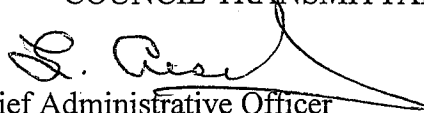
LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL



To: Lyn Creswell, Chief Administrative Officer

March 21, 2007

RE: Interlocal Cooperation Agreement between Salt Lake City Corporation and the Town of Alta for the cost sharing for a Scenic Byways Study.

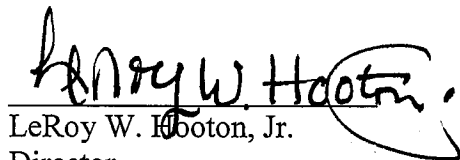
Recommendation: That the Council approve the attached agreement and forward to the Mayor for execution on behalf of the City.

Availability of Funds: 2006/2007 Budget.

Discussion: This agreement is for cost sharing for funding and the establishment of a committee to supervise a scenic byways study. The Town of Alta and the City agree to cooperate to conduct the Corridor Management Plans and Interpretive Plans for the Big Cottonwood Canyon and Little Cottonwood Canyon State Scenic Byways. The City and the Town of Alta agree that collaborative transportation planning and corridor management are needed for the two scenic byways and the plans are needed for future federal funding for projects to enhance each of these scenic byways. The City agrees to contribute \$10,000.00 to the Town of Alta as part of the 20 percent local match required for the federal grant to fund the Project.

Contact Person: Jeff Niermeyer at 483-6785.

Submitted By:



LeRoy W. Hooton, Jr.
Director

slh

Attachments

cc: File

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

March 19, 2007

Mayor Ross C. Anderson
451 South State Street, Room 306
Salt Lake City, Utah 84111

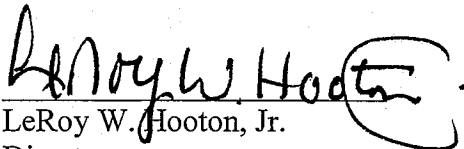
Dear Mayor Anderson:

Please find attached an interlocal cooperation agreement between the Salt Lake City Corporation and the Town of Alta.

The purpose of this agreement is to establish a committee to supervise a scenic byways study and the funding of such study. The City's cost share of this study will be \$10,000.00.

I recommend that this agreement be approved by you and the City Recorder in behalf of Salt Lake City Corporation and that all three (3) agreements be returned to this office for further processing.

Very truly yours,


LeRoy W. Hooton, Jr.
Director

slh

Attachments

cc: File

RESOLUTION NO. _____ OF 2007
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATIVE AGREEMENT
(SCENIC BYWAYS GRANT)
BETWEEN SALT LAKE CITY CORPORATION
AND
TOWN OF ALTA

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATIVE AGREEMENT (SCENIC BYWAYS GRANT)
BETWEEN SALT LAKE CITY CORPORATION AND TOWN OF ALTA, REGARDING
THE ESTABLISHMENT OF A COMMITTEE TO SUPERVISE A SCENIC BYWAYS
STUDY, AND THE FUNDING OF SUCH STUDY.

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2007.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR SALT LAKE CITY ATTORNEY

INTERLOCAL COOPERATION AGREEMENT

between
THE TOWN OF ALTA
and
SALT LAKE CITY CORPORATION
[Scenic Byways Grant]

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2007, between SALT LAKE CITY, a municipal corporation of the State of Utah (the "City"), and the TOWN OF ALTA, a municipal corporation of the State of Utah (the "Town of Alta") (the City and the Town of Alta being sometimes referred to herein as the "Parties"),

W I T N E S S E T H:

WHEREAS, the Town of Alta desires to conduct the Corridor Management Plans and Interpretive Plans for the Big Cottonwood Canyon and Little Cottonwood Canyon State Scenic Byways. The City and the Town of Alta agree that collaborative transportation planning and corridor management are needed for the two scenic byways and the plans are needed in order to apply for future federal funding for projects to enhance each of these scenic byways.

WHEREAS, the Town of Alta applied for and received a \$300,000 Federal Highways Administration grant to conduct the collaborative planning project that requires a local match of 20 percent;

WHEREAS, the City desires to contribute \$10,000 to the Town of Alta to assist with the 20 percent local match;

WHEREAS, the Town of Alta and the City are public agencies as defined by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated (the "Act"), and are authorized to enter into this Agreement for joint and cooperative action, ,

NOW, THEREFORE, the City and the Town of Alta, in consideration of the promises and covenants contained in this Agreement, the receipt of which is acknowledged, covenant and agree as follows:

1. Project. The Town of Alta and the City agree to cooperate to conduct the Corridor Management Plans and Interpretive Plans for the Big Cottonwood Canyon and Little Cottonwood Canyon State Scenic Byways. The Scope of the Project is generally as

described in Exhibit A. The City and the Town of Alta agree that collaborative transportation planning and corridor management are needed for the two scenic byways and the plans are needed in order to apply for future federal funding for projects to enhance each of these scenic byways. The City agrees to participate by providing some funding as provided in paragraph 2. The Town of Alta agrees to conduct the collaborative planning project.

2. City Financial Contribution. The City agrees to contribute \$10,000 to the Town of Alta as part of the 20 percent local match required for the federal grant to fund the Project. The City will make payment in full to the Town of Alta upon execution of this Agreement.

3. Scenic Byways Committee. In connection with the project, the Town of Alta shall establish a Scenic Byways Committee, consisting of members representing various public and private concerns in both canyons, including at least one representative from the City. Each representative on the Scenic Byways Committee shall have one vote in all matters considered by the Committee. The Scenic Byways Committee shall, (i) review, modify (if necessary), and approve the scope of work in the consultant contract, (ii) review and consider for approval the consultant's report, (iii) determine whether to recommend the designation of State Highways 190 and 210 as National Scenic Byways, and (iv) perform such other tasks related to the project as are set forth in Exhibit A attached hereto, and as the Committee may from time to time reasonably determine.

4. Duration and Termination. This Agreement shall take effect upon execution by both Parties and terminate upon completion by the Project by the Town of Alta, but not later than December 31, 2012.

5. Liability and Indemnification. Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Annotated § 63-30d-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

6. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Act, and in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;

c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Act;

d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the City and the Town of Alta. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

f. The City may terminate its participation in the project at any time, by providing written notice of such termination to the Town of Alta; provided, however, that such the City shall not, by such termination, be entitled to a refund of its \$10,000 contribution.

7. Counterparts. This Agreement may be executed in counterparts by the City and the Town of Alta. In such event, a duly executed original counterpart shall be filed with the keeper of records of each party pursuant to the Act.

8. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

9. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Town of Alta represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence a City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE CITY CORPORATION

By _____
Ross C. Anderson,
Mayor

Attest and Countersign:

Deputy City Recorder

Approved as to Form and Legality:
Senior Salt Lake City Attorney

By Chris Brundage

Date 3/23/07

TOWN OF ALTA

By _____
Tom Pollard
Mayor

Attest and Countersign:

Town of Alta Recorder

Approved as to Form and Legality

W. Paul Thompson, Town of Alta Attorney

Date _____