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# MEMORANDUM

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**DATE:** June 8, 2010

**SUBJECT:** **City Creek Canyon - "Shaded Fuel Break" Test Plots, Interlocal Agreement for Unified Fire Authority contract**

**STAFF REPORT BY:** Lehua Weaver

**CC:** David Everitt, Jeff Niermeyer, Tom Ward, Jim Lewis, Florence Reynolds, Patrick Nelson, Vanessa Welsh, Rusty Vetter, Chief Kurt Cook, Quin Card

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The Department of Public Utilities is requesting that the Council approve a resolution authorizing an Interlocal Agreement with the Unified Fire Authority to create three shaded fuel break test plot areas in City Creek Canyon. The Interlocal also authorizes follow-up work depending on the outcome and feedback of the test plots. The funding for the contract exists in the Public Utilities proposed budget for 2010-11.

There are three 500 square foot test plots proposed along City Creek Canyon road between the gate and the treatment plant (see attached map). Signage will advertise the project to canyon users, and solicit their feedback for review and consideration by the Department of Public Utilities. In addition, to address concerns raised about impact to habitat (invasive plants) and birds, additional review will be conducted to monitor the effects.

## OVERVIEW

- History:
  - The original proposal for conducting a full shaded fuel break was in response to a fuels analysis by the US Forest Service, from which a recommendation was made to address safety issues during a potential fire in the canyon.
  - A discussion was also held with the City Council during 2008-09 budget briefings about fire safety in City Creek Canyon, and a request was made to prepare a report and recommendation for increasing fire safety in the Canyon.
  - To increase roadway safety in the event of a fire, specialists with the Bureau of Land Management, US Forest Service, and the Unified Fire Authority have indicated support of a shaded fuel break (over other fuels treatment options).
  - In the Spring of 2009, the Department of Public Utilities held an Open House to notify residents about plans for a "Shaded Fuel Break" in City Creek Canyon. Based on requests and the strong opposition voiced at that meeting and in the days following, the Department of Public Utilities delayed the plans in order to conduct a broader public discussion.
- Definition:
  - A shaded fuel break is described as "the reduction of over and understory vegetation by trimming trees and shrubs, and removing dead wood and debris while leaving the taller trees that create shade for the road. It is not a clear cut, and is achieved by chainsaws, chippers, and work crews." (Page 7 of the Administration's Transmittal)
  - The shaded fuel breaks are not designed to stop the spread of fires, but are reported to slow and reduce the intensity of fires to allow for people in the canyon to retreat and allow access for emergency response personnel.
  - The original proposal for a full shaded fuel break would have been 100-feet in width on the north side of the road between the gate and treatment plant. The current proposal for test plots would include three 500-square foot areas.

- Public Involvement:

- Since the 2009 Open House, the Department of Public Utilities Staff have met several times with a Community Group of various users, ecologists, botanists, and representatives of other interested groups.
- Through several meetings with the Community Group, including an onsite tour, the public process has included a broader discussion of threat of fires, necessary safety steps, impact of a shaded fuel break to wildlife patterns and habitat, other safety options, and a request for additional public input.
- This process resulted in the proposed three test plots to solicit additional public input.
- A second Open House was held in September of 2009 to present the test plots, and feedback was supportive.

## **MATTERS AT ISSUE**

1. The Council may wish to ask how long the comment period on the test plots will last. A timeline has not yet been established. Some Community Group participants have suggested observing the impact of the test plots during a fall and spring season.
2. The Council may wish to discuss what the next steps are following the test plots and comment period. The Council may wish to more specifically ask about how a decision will be made on conducting a full shaded fuel break. Some residents and users may continue to object to a shaded fuel break, and some may continue to propose that it is necessary for fire safety reasons.
3. Depending on next steps, if a decision is made to conduct a full shaded fuel break, the Interlocal Agreement as currently proposed authorizes the UFA to perform that additional work. This would not come back to the Council for additional approval.
4. Some of the comments and concerns raised during the Community Group process included:
  - a. Request for a risk analysis to evaluate the chance / threat / intensity of a fire versus the threat / impact of a shaded fuel break on habitat & wildlife.
  - b. Visual / environmental impacts of a shaded fuel break, preserving the character of the canyon. (Including impacts to birds, wildlife, riparian corridor, spread of weeds, etc.)
  - c. Ongoing funding for maintenance of the break area. (*Note: The Department has additional funds available for options moving forward, but actual allocation would require support from the Administration and Council.*)
  - d. Process for making a final decision on the shaded fuel break and/or options to the break.
  - e. Criteria for 'failure' or 'success'.
  - f. Alternatives to a shaded fuel break. (*Note: the Department provided the following options: 1. Traditional fire break (clear cut), 2. Controlled burn, 3. Nothing.*)

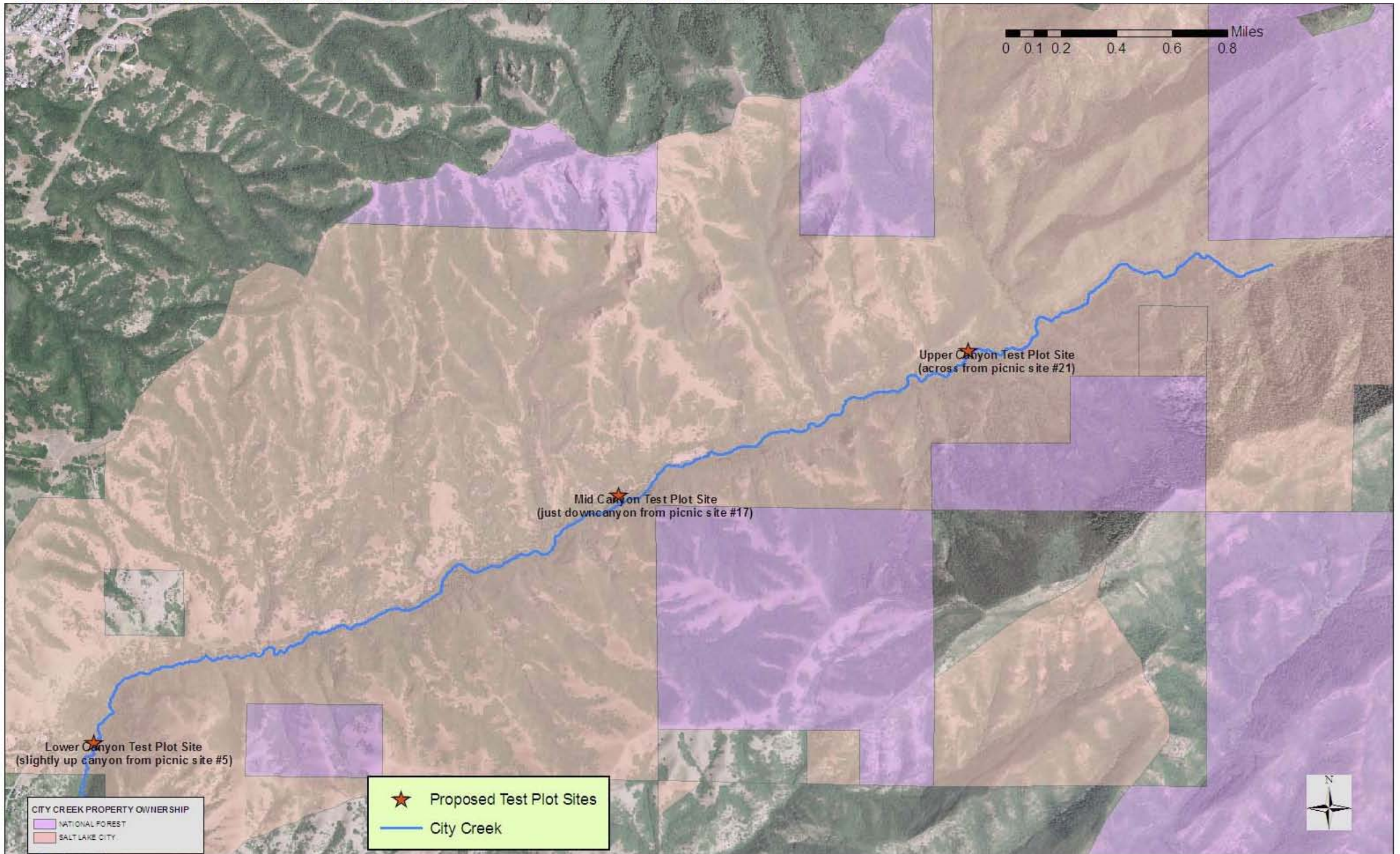
### **Attachments:**

Attachment A: Map of City Creek Canyon test plots

Attachment B: Options Grid for Fuels alternatives

Attachment C: Frequently Asked Questions & Responses (Spring 2009)

# CITY CREEK CANYON: PROPOSED SHADED FUEL BREAK TEST PLOTS



City Creek Fuel Loading						
Alternatives	wildlife impacts	bird impacts	invasive weeds	erosion	visual change	recreation impact
Do Nothing	Current condition: no change	Current condition: no change	Current condition: no change	Current condition: no change	Increased growth and fuel load	Heavy undergrowth, reduced visibility
Controlled Burn	Burn forces wildlife out; 1-3 years for recovery	Birds would leave the burned area	Potential for invasives to come into the area: management required	Potential for erosion, management required	Burned and blackened areas, 1-3 years for recovery	Road still accessible, initial closure, smoke
Fire Break	Wildlife concentrates outside break	Permanent loss of large trees for nesting along road	Potential for invasives to come into the area: management required	Potential for erosion mitigation required	Large shoulder areas with no growth, no shade on road	Road accessible, less shade
Shaded Fuel Break	Increased wildlife foraging, more ground cover	Temporary disturbance during thinning	Potential for invasives to come into the area: management required	Intact undergrowth, no change	More open view, less dense foliage, some shade remaining	Road accessible, minor closures during work, better visibility

## City Creek Canyon Shaded Fuel Break

### Public Utilities Response to Frequently Asked Questions (FAQ)

1. *What is a shaded fuel break?*

A shaded fuel break is a forest management strategy used for mitigating the threat of wildfire in areas where natural fire regimes have been suppressed, leading to a dangerous buildup of combustible vegetation. Constructing a shaded fuel break is the process of selectively thinning and removing more flammable understory vegetation while leaving the majority of larger, more fire tolerant tree species in place.

2. *Why has it been proposed to do a shaded fuel break along the City Creek Canyon road corridor this spring?*

Fire has been suppressed in City Creek Canyon for decades due to its proximity to homes and the downtown district. These fuels that would normally burn with unsuppressed, natural fire regime have accumulated throughout the canyon. The severity of this fuel loading problem was highlighted to Salt Lake City administrators and citizens last summer when a 150 acre fire blazed mid-canyon. Emergency crews trying to access the fire via the City Creek Canyon road expressed concern about the accessibility and safety of the road.

After several evaluations by fire ecologists and local forestry management specialists it was determined that a shaded fuel break along the road would improve the access for emergency vehicles and provide safer egress for canyon users. Creating the break this spring would simply ensure that this precautionary measure would be in place before the summer fire season begins.

In addition, removal of fuels prior to summer will be easier prior to leafing out, and minimize impact by allowing grass and forbs to grow after the woody vegetation is removed early in spring.

3. *How will the shaded fuel break impact the road corridor visually?*

The City Creek Canyon road corridor will not look the same. While most of the larger trees that provide shade for the road will be left in place, much of the dead wood and underbrush along the road will be removed.

4. *Will all of the shade be removed from the road?*

No. A shaded fuel break is intended to leave the larger trees that shade the road in place while eliminating the understory that is more likely to contribute to the severity of a fire. In some areas, particularly along the riparian corridor along the stream, much of the vegetation will remain.

5. *Will the understory grow back in, hence re-creating the problem with fuel loading?*

Yes, the understory will grow back. The shaded fuel break will have to be regularly maintained to keep fuel loading under control.

6. *Besides a shaded fuel break, are there alternatives for mitigating fire in City Creek Canyon? If so, what are those alternatives?*

Potential alternatives include using other forestry management strategies like controlled burning or a smaller, unshaded fuel break (clear cutting). Another option is to leave the canyon as is by doing nothing which would not mitigate any fire concerns.

7. *Will the city be mitigating the threat of catastrophic fire in the canyon by other means this summer?*

The city will continue prohibiting the use of recreational fire grills and smoking in the canyon during the fire season.

8. *Have any environmental analyses been conducted in the canyon prior to the break proposal?*

Yes. In 2008, a systematic GIS survey of all invasive, non-native weed species along the road corridor was conducted using industry standard protocol. This data would be used to identify any post fuels treatment weed infestations, which will be treated.

Additionally, the parameters of the riparian corridor stream study were expanded to include the first 1.5 miles of the canyon. This study encompasses canopy cover, dominant vegetation composition, and overall riparian corridor health. This portion of the study will be completed in late summer and will give us further insights into the condition of the stream corridor.

9. *Will any additional environmental assessments be conducted prior to the start of the study?*

In response to public input, the City is considering pursuing sources of funding for further environmental assessments in City Creek. With community participation we hope to gather additional data about the important plant and animal habitats along the road, areas of cultural importance, sensitive areas and the potential long term consequences of any fuel reduction project. The City plans to consult with non-governmental habitat advocates, community specialists and others to provide guidance for project planning and implementation.

10. *How long is the formal public input process for this project?*

The City hopes to balance the fire threat with the community, environmental and recreation concerns for the canyon, and reach the best decision as soon as possible.

11. *Why is this project so much larger than and dissimilar to local fuel break projects?*

A shaded fuel break is less common than clear cut breaks which are generally narrower but remove all vegetation. Some local projects have been the smaller scale clear cut type

fuel breaks. As proposed, the City Creek fuel break is a selective thinning of the roadside understory which leaves fire resistant dominant vegetation in place.

12. *Does the possibility of doing a smaller demonstration project prior to the full scale project exist?*

Yes. The State of Utah Invasive Species Mitigation Fund has given Salt Lake City a grant which can be used to develop a demonstration project. This type of demonstration project would help the public view and provide input on the aesthetic impact a shaded fuel break might have on the canyon road corridor, although it would be insufficient to provide fire mitigation.

13. *Will the fuel break contribute to the spread invasive plant species in the canyon?*

Possibly. Disturbing the sites may allow existing noxious weed infestations to creep into the fuel break area, or it may allow for the suppressed weed seed in the area to propagate. It is also possible for the newly disturbed sites to foster the growth of native species suppressed by the lack of sunlight.

Salt Lake City has gone to great effort to survey and monitor the current invasive weed infestations so that new infestations can be monitored and treated before they become a problem. Reseeding may be considered on disturbed sites, even though a rich seed bank should exist.

14. *Can the cut be focused on the removal of diseased, dead and dying wood rather than living stems?*

Not necessarily. Living stems have the potential to contribute to the severity of a fire as much as dead wood by acting as ladder fuels. Additionally, like living stems dead wood provides important habitat for plants and animals and it may be desirable to leave them undisturbed. A shaded fuel break is a selective process that would allow for these options.

15. *What type of machinery will be used?*

Chainsaws, chippers and hand tools will be used for the entirety of the process.

16. *How close to the banks of the creek will the thinning and removal take place?*

Two thirds of the fuel break will be 100' or further from the creek. Special precautions will be made for the areas that fall within 100' of the riparian corridor.

17. *Will an Environmental Impact Statement be prepared for this project?*

No. The road corridor is exclusively owned and managed by Salt Lake City Corporation. A federal Environmental Impact Statement, or Environmental Assessment for the NEPA process is not required for privately owned land. However, similar information will be generated from ecological assessments, and that information will be available to the public.

18. *What is the main source of funding for this project? Will funding for fire mitigation projects be allocated each year?*

Currently available funds for this project are from the Public Utilities budget, supplemented by a grant from the Invasive Species Mitigation Fund awarded to the City by the State of Utah.

19. *Why isn't the vegetation being cut on both sides of the road?*

As proposed the project priority was for south facing slopes away from the stream corridor which have low moisture content, dry out sooner and provide heavy fire fuels. The riparian corridor on the stream side of the road is wetter and doesn't burn as easily, so the fuels in that area are less critical.

20. *How will day-to-day operation work? Will ecologists be present?*

United Fire Authority were anticipated to do the work and provide traffic direction and safety signage. Salt Lake City watershed staff were anticipated to monitor the process.

21. *What about springs and sensitive areas?*

The shaded fuel break is a selective process that would allow for variations in the size of the swath to avoid sensitive areas and riparian segments that hold more moisture and do not greatly contribute to fire.

22. *Which methods will be used for eliminating the cut materials?*

Some downed wood would be chipped and left on site, excess chipped material would be stored for use in the parks and on revegetation projects in the City, some larger materials may be transported from the canyon to the landfill for composting.

23. *Is this project plan part of a commercial timber harvest?*

No. This project is exclusively intended to increase public safety in the event of a wildfire in the canyon.



RESOLUTION NO. \_\_\_\_\_ OF 2010

A Resolution authorizing the approval of an interlocal cooperation agreement between Salt Lake City Corporation and the Unified Fire Authority regarding a pilot project to create shaded fuel breaks.

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 interlocal cooperation agreement (the "Agreement") has been prepared to accomplish said purposes; and

WHEREAS, Salt Lake City Corporation (the "City") owns a significant portion of the acreage located in City Creek Canyon, which is located in Salt Lake County, Utah; and

WHEREAS, City Creek Canyon is an important watershed for the Salt Lake Valley, as the canyon area provides an essential source of drinking water for Valley residents; and

WHEREAS, a shaded fuel break has been proposed for the singular purpose of enhancing safety along the paved road in City Creek Canyon; and

WHEREAS, the Unified Fire Authority ("UFA") and the City desire conduct a pilot project within City Creek Canyon to create a 'shaded fuel break'; thereafter, if the results of test plots are acceptable, additional shaded fuel breaks may be considered to help provide for safe egress for recreational users, City employees, and access for fire vehicles, in case of a fire in the Canyon;

WHEREAS, the City has sought extensive public feedback and input through a series of comment periods, public meetings and through working closely with community representatives in a Citizen's Review Committee who participated in the selection of the test plot sites as well as the ecologically acceptable dates to install the test plots; and

WHEREAS, UFA has expertise in forest fuel management; and

WHEREAS, UFA has agreed to move forward and has agreed to install three test shaded fuel break to provide a view of the likely results of an expanded project.

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 COOPERATION AGREEMENT BETWEEN  
SALT LAKE CITY CORPORATION AND THE UNIFIED FIRE

AUTHORITY REGARDING PILOT PROJECT TO CREATE  
SHADED FUEL BREAKS

2. Ralph Becker, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve, execute, and deliver the Agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, or with such changes therein as the Mayor on behalf of the City shall approve, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of

\_\_\_\_\_, 2010.

SALT LAKE CITY COUNCIL

By: \_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY



RECEIVED MAY 07 2010

RECEIVED

MAY 07 2010


RALPH BECKER  
MAYOR

**SALT LAKE CITY CORPORATION**

OFFICE OF THE MAYOR

Salt Lake City Mayor

**CITY COUNCIL TRANSMITTAL**

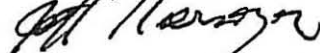
  
\_\_\_\_\_  
David Everitt, Chief of Staff

SCANNED TO: *LADEP*  
SCANNED BY: *DAVID*  
DATE: *05/07/2010*

Date Received: *05/07/2010*  
Date sent to Council: *05/07/2010*

**TO:** Salt Lake City Council  
JT Martin, Chair

**DATE:** May 5, 2010

**FROM:** Jeff Niermeyer, Director of Public Utilities 

**SUBJECT:** Interlocal Approval: Unified Fire Authority & SLC Public Utilities  
City Creek Shaded Fuel Break Test Plots

**STAFF CONTACT:** Florence Reynolds, Water Quality & Treatment Administrator,  
801.483.6864

**DOCUMENT TYPE:** Interlocal agreement

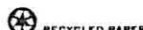
**RECOMMENDATION:** SLCDPU recommends approval of an Interlocal agreement between Unified Fire Authority and SLC Public Utilities to enable creation of three shaded fuel break test plots along the City Creek Canyon road above Bonneville Blvd. This agreement and test plots will allow for further ecological analysis and public comment on proposed shaded fuel break.

**BUDGET IMPACT:** \$30,000 is budgeted in FY 2010/11 water enterprise fund with potential grant reimbursement up to \$15,000 from State of Utah under a Conservation and Resource Management grant agreement approved by Mayor/Council in 2008. \$100,000 was previously approved in FY 09/10 budget for full scale shaded fuel break project but was delayed at community stakeholder request to accommodate additional public input with this pilot demonstration project.

**BACKGROUND/DISCUSSION:**

This recommendation supports the creation of three shaded fuel break test plots in City Creek Canyon above Bonneville Boulevard.

With the sole intent of enhancing roadway safety in case of a wildfire, SLCDPU proposed a shaded fuel break along the north side of the City Creek Canyon road in April 2009.



## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 2010, by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "City"), and UNIFIED FIRE AUTHORITY ("UFA") a political subdivision of the State of Utah, collectively referred to as the "Parties" and individually, a "Party."

### RECITALS

WHEREAS, Salt Lake City Department of Public Utilities owns a significant portion of the acreage located in City Creek Canyon, which is located in Salt Lake County, Utah; and

WHEREAS, City Creek Canyon is within incorporated Salt Lake City; and

WHEREAS, City Creek Canyon is an important watershed for the Salt Lake Valley, as the canyon area provides an essential source of drinking water for Valley residents; and

WHEREAS, a shaded fuel break has been proposed for the singular purpose of enhancing safety along the entire paved road in City Creek Canyon,

WHEREAS, the City desires to conduct a pilot project within the Project Parcel to create a 'shaded fuel break'. Three selected sites will serve as examples of the impact created by a shaded fuel break and would serve as an example for a potential future Project. If the results of test plots are acceptable, the remaining portions of the Project might be considered to help provide for safe egress for recreational users, City employees, and access for fire vehicles, in the event of a fire in the Canyon.

WHEREAS, the City has sought extensive public feedback and input through a series of comment periods, public meetings and through working closely with community representatives in a Citizen's Review Committee who participated in the selection of the test plot sites as well as the ecologically acceptable dates to install the test plots,

WHEREAS, UFA has expertise in forest fuel management and

WHEREAS, UFA has agreed to move forward and has agreed to install the three test plots in a similar manner to a full shaded fuel break project to provide a view of the likely results of the Project. A scope of work will be provided to the City for the Project, including the date of the work, type of forestry methods that will be utilized to complete the work, proposed staging area, type of forestry practices that will be used to discard of the downed wood, and project cost prior to starting work in the area.

## AGREEMENT

In consideration of the foregoing recitals and the following mutual promises and consideration, the Parties agree as follows:

### **SECTION 1. Scope of Work for the Project.**

Each party agrees on the proposed Scope of Work attached hereto as Exhibit "A", the details described therein, and the project costs for the Project.

### **SECTION 2. Obligations of the City.**

The City shall provide oversight and site coordination services, and make recommendations to assure that other uses in the canyon do not conflict with UFA's work during the Project.

### **SECTION 3. Obligations of UFA.**

A. UFA shall provide the services, equipment, and materials necessary to provide its services as contemplated within the Project.

B. Within 180 days after the date of this Agreement, UFA shall begin of the work described in the Scope of Work, and shall complete work within 3 weeks of the start date. Start date will be no sooner than July 1, 2010.

### **SECTION 4. Indemnity.**

The Parties are governmental entities subject to the Utah Governmental Immunity Act, §§63G-7-101 et seq., Utah Code Ann., as amended (the "Act"), and nothing in this Agreement shall be construed as a waiver of any rights or defenses available to either Party or its respective employees under the Act including, without limitation, the provisions of §63G-7-604 of the Act regarding limitation of judgments.

### **SECTION 5. Insurance.**

A. General. Any insurance coverage required of UFA herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State

of Utah and either (1) listed on the United States Treasury Department's Listing of Approved Sureties (Department Circular 570) (as amended), or (2) currently rated "A-" or better by A.M. Best Co. UFA shall cause copies of certificates of insurance to be furnished to the City concurrently with or prior to the signing of this Agreement. If requested, UFA shall also cause copies of the insurance policies required by this Agreement to be provided to the City and UFA. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, UFA shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

B. Worker's Compensation Insurance. UFA shall obtain and maintain during the term of this Agreement worker's compensation and employer's liability insurance sufficient under Utah law to cover all of UFA's employees employed for the Project. In the event UFA subcontracts any work, it shall require its subcontractor(s) or sublessees similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

C. Commercial General Liability Insurance. UFA shall secure and maintain during the Term of this Agreement commercial general liability (CGL) insurance, with the City as an additional insured, within the governmental liability limits. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City, UFA, and any subcontractor or sublessee from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from UFA's operations under this Agreement, whether performed by UFA itself, any subcontractor or sublessee, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. The City represents and warrants that it is self-insured pursuant to the provisions of Utah Code Section 63G-7-801 and may levy an annual property tax sufficient to pay any claim, settlement, or judgment pursuant to the provisions of Utah Code Section 63G-7-704.

D. Commercial Automobile Liability Insurance. UFA shall maintain during the term of this Agreement commercial automobile liability insurance that provides coverage for owned, hired, and non-owned vehicles and automobiles within the governmental liability limits. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

E. Insurance Non-cancelable for 30 Days. All required certificates and policies provided by UFA shall provide that coverage there under shall not be canceled or modified without providing 30 days prior written notice to the City in a manner approved by the City Attorney.

**SECTION 6. Assignment.**

No Party shall assign this Agreement without the written consent of the other Parties.

**SECTION 7. Captions.**

The captions in this Agreement are for convenience and reference only and in no way define, limit, describe or enhance the scope or intent of this Agreement nor in any way affect this Agreement.

**SECTION 8. Entire Agreement.**

This Agreement, and the attached and incorporated exhibits, constitutes the entire agreement between the Parties. This Agreement may not be amended without written consent of all of the Parties.

**SECTION 9. Governing Law.**

This Agreement shall be construed in accordance with the laws of the State of Utah.

**SECTION 10. Severability.**

If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

**SECTION 11. No Third Party Beneficiaries**

This Agreement is intended for the sole benefit of the Parties, and otherwise there are no third party beneficiaries to this Agreement.

**SECTION 12. Notices.**

All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if delivered personally or sent by first class U.S. mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon receipt at

the addresses set forth below. Any Party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving thirty (30) days notice to the other Parties. All notices to the Parties shall be sent to the person and address set forth below:

The City      Salt Lake City Corporation  
                  1530 South Temple  
                  Salt Lake City, Utah 84104  
                  Attention: Director of Public Utilities

UFA            Unified Fire Authority  
                  3380 South 900 West  
                  Salt Lake City, Utah 84119  
                  Attention: Fire Chief Don R. Berry

**SECTION 13. Interlocal Cooperation Act.**

A.      This Agreement is an interlocal cooperative agreement and does not create any separate legal entity.

B.      No real or personal property shall be acquired jointly by the Parties to perform the conditions of this Agreement.

C.      In accordance with Section 11-13-202.5(3) of the Utah Code Ann., this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

D.      This Agreement may be approved and executed as an executive function in accordance with the provisions of the Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code Ann., and the adoption of a resolution of approval is not required.

**SECTION 14. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:**

UFA 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, or 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 or former 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.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date written above.

SALT LAKE CITY CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_  
Deputy City Recorder

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Senior City Attorney

UNIFIED FIRE AUTHORITY

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
UFA Chief Legal Officer

## EXHIBIT A

**Salt Lake City**

**City Creek Canyon Shaded Fuel Break**

**Scope-of-Work**

**Part 1: General**

The purpose of this agreement is to demonstrate the visual, biological and ecological impact of a fuel reduction project along the City Creek Canyon Road in City Creek Canyon.

Upon completion of a fuels analysis by US Forest Service fire ecologists in 2007, among the many recommendations made, the primary concern highlighted was to enhance the safety of City Creek Canyon's road, the only route in and out of the Canyon. During summer 2008, staff from the Salt Lake City Department of Public Utilities Watershed Management Division took representatives from the US Forest Service, the Utah Division of Forestry, Fire and State Lands as well as the Bureau of Land Management on a site visit. Consensus of the visiting group was to establish a shaded fuel break along west/north side of the road in 100 feet.

The goal of this proposed shaded fuel break is to enhance roadway safety for the general public and water utility workers in the event of a wildfire.

This break will not eliminate fires, but reduce their impact and raise the chances for survival of the general public, SLC Public Utility Staff working in the Canyon and fire suppression representatives in case of a wild fire.

A shaded fuel break is the reduction of over and understory vegetation by trimming trees and shrubs, and removing dead wood and debris while leaving the taller trees that create shade for the road. It is not a clear cut, and is achieved by chainsaws, chippers and work crews.

Through extensive input and feedback after the initial proposal was made, including two public meetings, two comment periods and an extensive series of public meetings with a Citizen's Review Committee, the community has recommended a trial project to identify the impacts of the fuel break on City Creek Canyon, its wildlife and ecology. The test plot phase of this project, scheduled for the summer of 2010, will be to create three separate 500 square foot demonstration segments along the west/north side of City Creek Canyon road. The project will remove debris from the Canyon, and identifying other areas for possible additional debris removal. Later phases of the project could include cutting a similar break for the full extent of the road, and a schedule of regular, repeated trimming maintenance of this nature on both sides of the road.

Public input will be accepted on these test plots. In addition, two phases of ecological analysis will be completed by non-SLC staff. The Division of Wildlife Resources will be conducting a riparian avian habitat analysis and two botanists on the Citizens Review Committee will monitor the test plots pre and post installation to examine ecological impacts.

## **Part 2: Schedule**

Public input was requested on the timing of the cuts. It is the consensus of this feedback as well as the counsel of ornithologists that early July 2010 would be optimal to install these test plots.

## **Part 3: Services**

Activities shall include:

### **SCOPE OF WORK:**

#### **Public Utilities shall provide:**

Map of boundary lines: SLC shall provide a map of the boundary lines within which UFA shall operate.

Survey and mark area boundaries: SLC shall mark the boundaries on the ground to provide visual limits to the trimming process. Marking of endangered/endemic plant species along corridor: Areas containing endangered or endemic species shall be posted. Disturbance of these areas will not be allowed.

Provide access to property: SLC shall make the Canyon available to UFA. Public access to the property during the project will be limited for safety reasons; observers will have access after the project is completed.

Notify canyon users and local community groups about Phase 1 of the project: SLC representatives shall notify the community through the Community Councils and other public notices of the canyon project. Comments will be taken on the project through electronic means, written comments and through open public comments at meetings.

Public outreach, education concerning public –SLC will provide daily supervision and guidance during the project, compile comments and prepare documentation for City Council and others to determine any further actions.

#### **UFA shall provide:**

Tree and brush trimming, removal of dead wood and debris. Using chain saws and other equipment material will be trimmed to avoid snags and hazardous limbs.

Provide equipment and personnel to complete project

Chip slash all material possible on site large diameter trees (> 8 inches in diameter) may be transported out of the canyon however; all debris must be removed from the canyon within 21 days of segment clearing.

Provide disposal/utilization of material 8 inches in diameter or greater where possible reuse of woody material is preferable.

Positive interactions with the public are required, contractor is to be courteous to canyon users at all times.

Appropriate safety signage: Trimming areas are to be marked daily to provide public safety.

**Both Salt Lake City Public Utilities and UFA shall:**

Provide a representative to oversee project. Both UFA and SLC shall have a representative on site throughout the project.

**Part 4: Recommended Methodology**

UFA shall maintain shade cover over City Creek Canyon road for recreation purposes, while providing a break in the canopy, and maintain as much aesthetic quality as possible within the test plot areas.

If the results of the Phase 1 of the project are acceptable to the public, and further work is approved, additional thinning will address turn arounds, islands of safety and other appropriate methods to provide a functional fuel break.

**Costs:**

Salt Lake City agrees to pay an amount not to exceed \$15,000 for Phase 1 of the project. If further work is agreed upon by the community, SLC, and UFA, the remaining work for the Project will be completed by UFA. SLC agrees to pay an amount not to exceed \$85,000 for the remaining work to be done for the Project. UFA personnel will bill for the project at a work rate of \$28.50 per hour per crewmember. Payment will be made within 30 days of invoice date for cost incurred by UFA. UFA agrees to monitor their work not to exceed the contracted amount.