



# COUNCIL STAFF REPORT

CITY COUNCIL *of* SALT LAKE CITY

**TO:** City Council

**FROM:** Russell Weeks, Senior Public Policy Analyst

**DATE:** September 1, 2016 2:45 PM

**RE:** Mountain Accord: Central Wasatch Commission Interlocal Agreement

**PROJECT TIMELINE:**  
**Briefing: Tuesday, September 6, 2016**  
**Public Hearing:**  
**Potential Action: 09/20/2016**  
**Clearline**

Legislative Sponsor:

## ISSUE AT-A-GLANCE

***Goal of the briefing: To outline elements of two proposed interlocal agreements pertaining to the Mountain Accord and to determine when the City Council formally will consider the items.***

One proposed agreement would establish a commission that would succeed the Mountain Accord Executive Committee as the primary decision-making body to implement the Mountain Accord.

The other proposed agreement would assign and delegate to the new commission funds and financial obligations that originally were assigned or entered into in earlier phases of the Mountain Accord. The funds include money from the State of Utah and a pool of funds that includes a three-year pledge from Salt Lake City to allocate \$200,000 each year.<sup>i</sup>

The City Councils of Sandy and Cottonwood Heights already have adopted the resolutions.

One reason for the proposed committee appears to be the recognition of the need to create a “neutral body” to contract and allocate funds dedicated to implementing the Mountain Accord.<sup>ii</sup> Previously, the Utah Transit Authority had held the funds in an account on behalf of Accord members but didn’t want to continue. UTA’s internal auditing requirements made it difficult for the agency to hold the funds but not manage Mountain Accord contracts that involved the funds.<sup>iii</sup>

The result is a proposed Central Wasatch Commission made up, first, of “an elected public official” appointed by “the Mayor or the governing body” of Salt Lake City, Sandy, Cottonwood Heights, and Salt Lake County.<sup>iv</sup> Mayor Jaqueline Biskupski plans to represent Salt Lake City on the proposed commission.<sup>v</sup> The mayors of the other three local governments also may serve on the proposed commission as well as a single representative of Summit County and Park City and a representative of the Utah Department of Transportation.<sup>vi</sup>

The proposed committee would be “a separate legal entity and political subdivision” of Utah and have a variety of powers including the powers “to levy and collect fees and charges,” “acquire, hold, utilize, spend, or dispose of its real and personal property,” to issue bonds, and “to sue or be sued.”<sup>vii</sup> According to the City Attorney’s Office, the powers specified in the proposed agreement are general corporate powers to allow the proposed commission to manage the day-to-day business involving the Mountain Accord.

Under the proposed interlocal agreement, the commission would appoint a group of between 28 and 35 people to advise the commission. The advisory council would meet as often as it chooses, but would be required to meet at least once a year.<sup>viii</sup> The advisory board probably would consist of the current Mountain Accord Executive Board plus representatives of private landowners.<sup>ix</sup>

One might note that the proposed agreement says in part, “The Commission may not limit or otherwise affect a municipality’s authority ... to protect its watershed through extraterritorial jurisdiction.”<sup>x</sup>

## **POLICY QUESTIONS**

1. Do the proposed interlocal agreements balance the need to formally implement objectives of the Mountain Accord and the public interest in the proposed make-up of the new commission and advisory board?
2. To clarify, who would be affected by the proposed commission’s power “to levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission?”
3. To clarify, would the proposed commission have the power to adopt ordinances regulating activities within the Mountain Accord area?
4. To clarify, would the proposed commission have the power to change or amend the Mountain Accord?
5. If the interlocal agreements are adopted, under what circumstances would the proposed commission acquire or sell property?
6. If the interlocal agreements are adopted, where would the executive director and staff be located?
7. Is the City Council interested in holding a public hearing on the proposed new interlocal agreements? The next date the Council could set a date for a public hearing would be September 20. The hearing would then be in October.
8. The City Council also in the near future can expect to receive a proposed resolution in support of the Central Wasatch National Conservation and Recreation Area Act. The proposed act was introduced in Congress in July and may be discussed at a Congressional Committee hearing on September 27. The act is considered a key component of the Mountain Accord. Depending on when the City Council receives the resolution, the next time the Council could receive a briefing

and formally consider the resolution would be the Council's work session and meeting September 20.

### **ADDITIONAL & BACKGROUND INFORMATION**

As indicated, this report addresses two proposed interlocal agreements. One would reorganize the existing structure of governments, agencies, and non-profit organizations that operated last year as the Mountain Accord Executive Board. The term of the agreement is 50 years.

The other agreement would assign funds already pledged to the Mountain Accord to the reorganized structure. The funds equal \$3.375 million in cash and in-kind pledges from 11 municipal and county governments, and state and regional agencies. There also may be a roughly \$2 million balance in funds from Mountain Accord Phase I.<sup>xi</sup> It should be noted that Salt Lake City agreed in 2015 to allocate \$200,000 a year for three years to help fund Phase II of the Accord.

According to the Administration, the role and authority of the new Commission reorganized structure is primarily the receiving and programming of funding to implement the Mountain Accord. The intent of the proposed Commission "is to maintain the collaboration and regional partnerships at the heart of the Accord."<sup>xii</sup>

If the City Council authorizes the Mayor to sign the interlocal agreements, the new Commission also would manage funds for the following existing contracts:

- A \$1 million program director contract with LJ Consulting, a company located in Big Cottonwood Canyon. The contract at one point was managed by the Wasatch Front Regional Council. The company in general provides information about the Mountain Accord, provided information for the Accord's web site, and has organized meetings pertaining to the Accord, including executive board meetings.
- A \$1 million contract with the engineering firm WSP/Parsons Brinkerhoff to study transportation in the canyons encompassed by the Mountain Accord.

Two smaller contracts – a \$250,000 contract with Salt Lake County to develop and "environmental dashboard," and a \$400,000 contract with Summit County to study transportation alternatives in the Interstate 80 corridor – will remain with the two counties. The counties will provide periodic reports to the proposed Commission.<sup>xiii</sup>

The disposition of the funds and management of the contracts are among the prime driving forces to reorganize the Mountain Accord policy and management structure.

It should be noted that Resolution 28 of 2015 that the City Council adopted on September 1, 2015, authorized then-Mayor Ralph Becker to sign an interlocal agreement titled *Program and Funding Agreement Mountain Accord Phase II*.

The governments and agencies that signed the interlocal agreement in 2015 had two goals: 1.) continue to “collaborate” to address long-term transportation, environmental, economic, and recreation needs in the Central Wasatch Mountains. 2.) Take up to three years to develop a Mountain Accord Blueprint to address the four issues, and implement components of the blueprint as an executive board prioritized them.<sup>xiv</sup>

The 2015 interlocal agreement also established:

- An executive board made up of the mayors of Alta, Cottonwood Heights, Draper, Salt Lake City, Sandy, and Salt Lake County; Council Members from Summit and Wasatch counties and Park City; the general manager of the Metropolitan Water District of Salt Lake and Sandy; UTA’s chief executive officer; and UDOT’s Region 2 director.<sup>xv</sup>
- A management team made up of Salt Lake City, Salt Lake County, Sandy, a Park City Council Member, the Uinta-Wasatch-Cache National Forests supervisor, and a representative of the State of Utah. Its duties were to “administer the (Mountain Accord) Program, approve contract scopes of work and budgets for Accord Program consultants, make recommendations to the executive board for formal decisions, and direct the program manager on day-to-day program management.”<sup>xvi</sup>

It is unclear to City Council staff whether the board and management structure was followed because as late as May 2016 roughly 30 representatives of various state, county, and local governments, and governmental agencies and non-profit organizations attended the Mountain Accord executive board meetings.

At the October 26, 2015, Mountain Accord executive board meeting, representatives of UTA and the Wasatch Front Regional Council indicated they were no longer interested in having their organizations holding funds designated to the Mountain Accord. The executive board then indicated that a new legal entity should be created to hold and manage Mountain Accord funds.<sup>xvii</sup>

At the executive board meeting on March 7, 2016, Salt Lake County Mayor Ben McAdams said a new Mountain Accord agency could be established through the Utah Interlocal Cooperation Act and “have a governing body that is small, nimble, and focused on action with a highly engaged advisory board that includes all current executive board members and representation for private land owners.”<sup>xviii</sup> He said the proposed new organization would make sure Mountain Accord funds were housed in a neutral agency after the organization was established.<sup>xix</sup> The proposed interlocal agreements are the result of decisions at the March 7 meeting.

Again, the proposed Committee would consist of an “elected official” of Salt Lake City, Sandy, Cottonwood Heights, and Salt Lake County. The mayors of the four local governments are probable members – in part because the mayors of those governments have served on the previous executive boards. The proposed agreement also would have a single elected official to represent Park City and Summit County on the executive board.

There also likely will be a representative of UDOT on the proposed board, although the proposed agreement does not specify that there will.<sup>xx</sup>

A representative of the U.S. Forest Service would not be a member of the proposed Committee for three reasons: The Forest Service has not contributed money to the Accord. It has not been a voting member of the previous board. The Forest Service must make decisions pertaining to the Accord as it relates to the National Environmental Policy Act.<sup>xxi</sup>

Again, the proposed board would be advised by a stakeholders' council made up of between 28 and 35 people probably made up of executive board members who were on the board at the March 7, 2016, executive board meeting plus representatives of private land owners within the Mountain Accord area. It might be noted that the proposed agreement allows the stakeholders' council to meet "as frequently as they choose," but would require the advisory council to meet "at least once a year ... in a public, noticed meeting of the Board" to report on the advisory council's activities and future work.<sup>xxii</sup>

The proposed agreement appears designed to keep membership on the commission small. Additional members can be added to it upon:

- The unanimous vote of the commission's "organizing members" – the representatives of Cottonwood Heights, Sandy, Salt Lake City, and Salt Lake County.
- A two-thirds majority vote of all commissioners serving on the commission.
- If the proposed member has a governing body, the governing body must approve the interlocal agreement and deliver it to the Mountain Accord.<sup>xxiii</sup>

The structure might be compared with section 3.17.1 of the Mountain Accord, It reads:

"In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances."

The section recommends "a potential governance structure that includes elected officials." The proposed commission would almost exclusively consist of elected officials.

On the other hand the threshold of requiring a two-thirds majority vote "of all the Commissioners then serving on the Board." may foster a search for consensus among commission members.<sup>xxiv</sup> In addition, it might be noted that the Salt Lake City Council has adopted resolutions authorizing mayors to sign in which Salt Lake City is a partner on inter-governmental boards. The Utah Performing Art Center Agency Board and the Jordan River Commission are two examples.

Here is the full list of the proposed commission's powers. Again, it might be noted that the City Attorney's Office describes the powers as general corporate powers to allow the proposed commission to manage the day-to-day business involving the Mountain Accord. The list:

- 1.) To contract generally as approved by the Board, including contracts with public and private entities for any purpose necessary or desirable for dealing with affairs of mutual concern, and to accept all funds, services and other assistance resulting therefrom.
- 2.) To acquire real and personal property or an undivided, fractional, or other interest in real and personal property, necessary or convenient for the purposes of the Commission.
- 3.) To acquire, hold, utilize, spend, or dispose of its real and personal property ,contributions, grants, and donations of real and personal property, funds, services, and other forms of assistance from persons, firms, corporation, and other private or governmental entities for projects or activities benefitting the Commission's objectives and the public interest.
- 4.) To act as an agency to receive and disburse federal and state grants, other grants; loans from Members, or funds from private organizations for all Board-approved planning and development programs and projects which are specifically intended to accomplish the Commission's purposes and objectives.
- 5.) To hire and discharge a staff, including appointing an executive director, administrator and consultants, and to employ and discharge such other persons as the Board deems appropriate for the proper administration of the Commission. The Board shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of such persons.
- 6.) To transfer and accept the transfer of contracts and inter-local agreements by and between Stakeholders, vendors, contractors and public agencies.
- 7.) To adopt, amend and repeal bylaws, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Act or this Agreement.
- 8.) To provide for insurance, including self-insurance, of any property or operations of the Commission or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard.
- 9.) To sue or be sued.
- 10.) To levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission.
- 11.) To invest funds as permitted by law.
- 12.) To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions.
- 13.) In addition to the previously enumerated powers, but subject to the limitations set forth below, to exercise all other powers incident to the purposes and objectives of the Commission enumerated in this Agreement upon the two-thirds majority vote of all the Commissioners then serving on the Board.

Here is a list of limits of the proposed Commission's powers:

- 1.) The Commission has no authority to, nor does it, supplant any powers of its Members as set forth in the Utah Constitution, state law, county or municipal ordinance, or

other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions; nor does the Commission have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

- 2.) The Commission may not limit or otherwise affect a municipality's authority with respect to development on land within the jurisdiction of the municipality or to protect its watershed through extraterritorial jurisdiction.
- 3.) The Commission may not limit or otherwise affect a county's authority with respect to the development on land within the jurisdiction of the county.
- 4.) The Commission may not limit or otherwise affect the taxing authority or tax revenues of any governmental entity.
- 5.) The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.<sup>xxv</sup>

It should be noted that the companion Interlocal Assignment, Assumption & Consent Agreement includes the following language: "Any party may withdraw from participation in the Program as defined under the Phase II Agreement by giving written notice of such termination to all other parties ... No party or parties withdrawing from participation shall be entitled to any refund of any monies previously contributed ... however, any such party or parties shall not be obligated to make any further contributions contemplated in the Phase II agreement following the date of such withdrawal."<sup>xxvi</sup>

### **MOUNTAIN ACCORD HIGHLIGHTS**

The ultimate goals of the Accord might be found in the *Accord's* Section 2 titled *Intended Outcomes*. They include:

"2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.

"2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections. ... To bind ski resorts on public land within the federal designation.

"2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain holdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership where such actions can be accomplished with willing participants."<sup>xxvii</sup>

As has been reported, a key feature involves land exchanges between existing ski resorts and the U.S. Forest Service to provide nodes of concentrated human activity against a backdrop of a more protected watershed. Doing that will involve federal legislation to "provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership ..."<sup>xxviii</sup> The protections include about 80,000 acres within the Mountain Accord project boundary, including Parley's Canyon, Millcreek Canyon, and the entire Big Cottonwood Canyon and Little Cottonwood Canyon watersheds.<sup>xxix</sup>

Part of the land exchange proposals involve Salt Lake City providing limited additional water for snow-making at Alta, Snowbird, Solitude and Brighton ski resorts. The additional snow-making water is contingent on the proposed land transfers.<sup>xxx</sup> In addition, Salt Lake City

would facilitate the provision of culinary water to a 100-room hotel in Alta if the Alta land transfer succeeds, and be flexible about where Solitude Ski can locate the resort's previously planned 120 hotel rooms in the resort's base area "to accommodate development patterns consistent with Mountain Accord intended outcomes."<sup>xxxix</sup> Salt Lake City also would agree to facilitate the provision of limited culinary water to public transit stations at Alta and Brighton regardless of the success of land exchange negotiations.<sup>xxxii</sup>

How people travel to and from the canyons in the watershed remain a large part of the agreement. The *Mountain Accord* says, "The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons."<sup>xxxiii</sup> The *Accord* also calls for an alternatives analysis "to evaluate connections between the Salt Lake Valley and the Greater Park City area."<sup>xxxiv</sup>

The *Accord's* signers "express their mutual preference for alternatives that connect the existing regional public transportation system, and that incentivize public transit, walking, and biking to and in the Cottonwood Canyons."<sup>xxxv</sup> The signers also "recommend considering alternatives to dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons ... including recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons."<sup>xxxvi</sup>

**File location:** Mountain Accord, watershed

**Cc:** Cindy Gust-Jenson, David Litvack, Patrick Leary, Margaret Plane, Laura Briefer, Jennifer Bruno, Rusty Vetter, Lehua Weaver, Libby Stockstill

#### **ATTACHMENTS:**

- Administrative Transmittal Mountain Accord Next Steps - Central Wasatch Commission Interlocal Agreement and Transfer Agreement (PDF)
- a1 - CWC - Interlocal Agreement 7262016 (DOCX)
- a2 - CWC-Interlocal Assignment, Assumption & Consent Agreement 7192016 (DOCX)
- a3 - CWC Summary of Interlocal Agreements Creating the CWC (DOCX)
- a4 - The Final Accord with Maps (PDF)
- a5 - CWC - Resolution (PDF)
- Administrative Transmittal Mountain Accord - Central Wasatch Commission Interlocal Agreement 8-12-16 (PDF)

<sup>i</sup> Interlocal Assignment, Assumption & Consent Agreement, August 12, 2016, Pages 1 and 2.

<sup>ii</sup> Mountain Accord Executive Board Meeting Notes, January 11, 2016, Page 3.

<sup>iii</sup> Mountain Accord Executive Board Meeting Notes, October 26, 2015, Page 2.

<sup>iv</sup> Central Wasatch Commission Interlocal Agreement, August 12, 2016, Page 2.

<sup>v</sup> Transmittal Letter, Patrick Leary, August 12, 2016, Page 3.

<sup>vi</sup> Mountain Accord, Summary of Interlocal Agreements Creating the Central Wasatch Commission.

<sup>vii</sup> Central Wasatch Commission Interlocal Agreement, Pages 6 and 7.

<sup>viii</sup> Central Wasatch Commission Interlocal Agreement, Page 8.

<sup>ix</sup> Mountain Accord Executive Board Meeting Notes, Page 2.


<sup>x</sup> Central Wasatch Commission Interlocal Agreement, Page 7.



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- xi Mountain Accord Phase II Budget, March 2016.
  - xii E-Mail, David Litvack, August 30, 2016.
  - xiii Interlocal Assignment, Assumption, & Consent Agreement, August 12, 2016, Page 3.
  - xiv Program and Funding Agreement Mountain Accord Phase II; April 8, 2015, Page 2.
  - xv Program and Funding Agreement Mountain Accord Phase II, Page 3.
  - xvi Program and Funding Agreement Mountain Accord Phase II, Page 3.
  - xvii Mountain Accord Executive Board Meeting Notes, October 26, 2015, Page 2.
  - xviii Mountain Accord Executive Board Meeting Notes, March 7, 2016, Page 2.
  - xix Mountain Accord Executive Board Meeting Notes, October 26, 2015, Page 3.
  - xx Central Wasatch Commission Interlocal Agreement, Page 4.
  - xxi Mountain Accord Executive Board Meeting Notes, March 7, 2016, Page 4.
  - xxii Central Wasatch Commission Interlocal Agreement, Page 8.
  - xxiii Central Wasatch Commission Interlocal Agreement, Page 3.
  - xxiv Central Wasatch Commission Interlocal Agreement, Page 7.
  - xxv Central Wasatch Commission Interlocal Agreement, Page 7.
  - xxvi Interlocal Assignment, Assumption & Consent Agreement, Page 4.
  - xxvii *Mountain Accord*, July 9, Page 4.
  - xxviii *Mountain Accord*, July 9, Page 5, Paragraph 3.2.1.
  - xxix Map, *Mountain Accord*, Attachment 5.
  - xxx *Mountain Accord*, Pages 7 -10.
  - xxxi *Mountain Accord*, Pages 7 and 10.
  - xxxii *Mountain Accord*, Pages 8 and 10.
  - xxxiii *Mountain Accord*, Page 11, Section 3.10.1.
  - xxxiv *Mountain Accord*, Page 12, Section 3.12.1.
  - xxxv *Mountain Accord*, Page 11, Section 3.10.3.
  - xxxvi *Mountain Accord*, Page 11, Section 3.10.4.



**SALT LAKE CITY CORPORATION**  
Mayor's Office  
City Council Transmittal

  
Patrick Leary, Chief of Staff 8/12/2016

Date Received: 8/11/2016  
Date Sent to Council: 8/12/2016

**TO:** City Council  
James Rogers - Chair

**FROM:**   
Patrick Leary, Chief of Staff 8/12/2016

**SUBJECT:** Mountain Accord Next Steps: Central Wasatch Commission Interlocal Agreement and Transfer Agreement

**STAFF CONTACT:** Laura Briefer, Deputy Director  
Laura.Briefer@slcgov.com

**COUNCIL SPONSOR:**

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** That the City Council adopt the Resolution authorizing the Mayor to sign (1) the Central Wasatch Commission (CWC) Interlocal Agreement on behalf of Salt Lake City to create an interlocal entity to begin implementing principles of Mountain Accord; and (2) an Interlocal Assignment, Assumption and Consent Agreement transferring funds paid for Mountain Accord work to the CWC and to collect outstanding funding commitments for Mountain Accord Projects.

**BUDGET IMPACT:** No new funding requests. The City Council has previously approved a funding commitment for Mountain Accord in the Mountain Accord Phase II ILA. Those commitments will continue with the CWC. The City will pay this amount in installments of \$200,000 per year for two consecutive years as previously approved by the City Council. Funding for Mountain Accord has historically been allocated from the Department of Public

Attachment: Administrative Transmittal Mountain Accord Next Steps - Central Wasatch Commission Interlocal Agreement and Transfer

Utilities' Water Utility. The Council has approved \$200,000 funding for Mountain Accord in the Public Utilities 2016-2017 Budget.

**BACKGROUND/DISCUSSION:** The Mountain Accord project team is in the process of creating the Central Wasatch Commission, an interlocal entity that will implement the principles of Mountain Accord. As articulated in Section 3.17 of the Accord, parties to the Accord agreed to “*study and consider options for continued multi-jurisdictional coordination, collaboration, and communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances*”. The CWC is the resulting proposed governance structure, and is intended to provide the longer term organizational functions to implement the Accord. The interlocal agreement creating the CWC will also replace the previously approved Mountain Accord Phase II funding interlocal agreement, and transfer current and future funding from local government partners from the Mountain Accord account currently held at Utah Transit Authority to the CWC.

#### Mountain Accord Summary

Mountain Accord is a multi-phase public process, coordinated among multiple levels of government, as well as non-profit and for-profit representatives, to identify and address short and long term issues associated with environment, transportation, economy, and recreation in the Central Wasatch Mountains. It involves over 200 stakeholders and experts; state and local governments; federal agencies; and private business, environmental, and recreation interests. This Phase I process of Mountain Accord culminated in the July 2015 Accord, which achieved consensus on an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains. Desired outcomes from the Accord are as follows:

- A natural ecosystem that is conserved, protected, and restored such that it is healthy, functional, and resilient for current and future generations.
- A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging higher levels of use at thoughtfully-designed and appropriate locations with convenient access, while protecting solitude, nature, and other backcountry values.
- A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors, and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch;
- Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

Phase II of Mountain Accord is underway. This is the implementation phase to carry out projects and programs to meet the Accord objectives. Mountain Accord projects underway currently include:

- 1) *Federal Land Designation (Accord Section 3.2):* Rep. Jason Chaffetz has introduced to Congress the *Central Wasatch National Conservation and Recreation Area Act*, which is one outcome of Mountain Accord. Representatives from state and local government, private business, environmental organizations and recreation interests, and residents worked together over the course of two years to reach consensus on this bill, which aims

to resolve decades of conflict over how the Central Wasatch are used and enjoyed. The objectives of the bill are to protect sources of our drinking water, preserve recreational opportunities for the future, and ensure enjoyment of the Central Wasatch Mountains.

- 2) *Cottonwood Canyons Transportation Study (Accord Section 3.10)*: The purpose of this study is to identify and evaluate short-term and long-term transportation alternatives for the Cottonwood Canyons. The contract for this study is fully funded. This study is anticipated to provide direction for future projects to resolve transportation problems in the Cottonwood Canyons.
- 3) *Parley's Canyon Transportation Study (Accord Section 3.12)*: This study includes an evaluation of transportation connections between the Salt Lake Valley and the greater Park City area, including multimodal bicycle and pedestrian connections and regional trail connections. The contract for this project is fully funded.
- 4) *Environmental Dashboard (Accord Section 3.16)*: The Dashboard will be a tool for decision makers to track the Central Wasatch's environmental health and evaluate impacts in future planning discussions. The Dashboard will compile data currently collected throughout the Central Wasatch Mountains designed to provide a picture of the complete health of the mountain range, as well as a mechanism for measuring the health moving forward. A baseline will be complete in December 2017. The contract for this project is fully funded.

#### The Central Wasatch Commission

The CWC signatories to the ILA will be Salt Lake City, Salt Lake County, Sandy City, and Cottonwood Heights.

CWC Objectives: The CWC will serve as an entity that can receive funding, administer contracts, and hire staff to advance elements of the Mountain Accord process. To implement the Accord, the Commission will pursue the following objectives:

1. Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.
2. Engage the public.
3. Create and engage a Stakeholders Council concerning the objectives of the Accord.
4. Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.
5. Plan and implement visitor amenities, trails, and canyon stewardship.
6. Conserve and protect watershed and stewardship of natural resources.
7. Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

CWC Organization: The CWC will be governed by the CWC Board, which will be comprised of elected officials representing Organizing Members (Salt Lake City, Salt Lake County, Sandy City, and Cottonwood Heights), and any Additional Members, who are invited by the CWC Board to join the Commission. Commissioners will include a representative from those entities, plus a representative from the Wasatch Back and UDOT. In Salt Lake City's case, the mayor anticipates serving as the City's representative.

**Stakeholders Council:** The Board will empanel a Mountain Accord Stakeholders Council, which will include 28-35 stakeholders who will act as an advisory body to the CWC Board. This Council will include a broad representation of stakeholders, similar to the Mountain Accord Executive Board. The Council will consult with the CWC Board and CWC staff and its consultants with respect to the technical aspects of the CWC's work and provide expertise, resources, and analysis. This Council will collaborate with broader constituencies to make suggestions, recommendations, and proposals to the CWC Board and the Commission's staff and consultants. The Salt Lake City Department of Public Utilities is planning to serve on this Stakeholders Council.

**Funding:** Funding for the CWC will come from interlocal agency partners and the 2014 state legislature appropriation through the Utah Governor's Office of Economic Development (GOED). Over time, additional funding sources may be obtained by the CWC. Mountain Accord's Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a three-year period of work pursuant to the Phase II Agreement. Up to this date, the Phase II Parties have contributed the amounts shown on the Table 1 and will acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for CY 2015	Remaining Allocation for CY's 2016 and 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	0*	600,000*
Totals	\$3,375,000	\$925,000	\$2,450,000

*Note \*: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in the value of additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution to provide additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.*

**Staff:** The CWC may hire staff when long-term funding is secured. This funding could be identified as soon as March 2017. Staffing levels and part-time/full-time status will depend on level of funding. Possible positions include Executive Director, Finance/Administration, Public Engagement, and administrative assistant.

**Timeline:** The goal is to have the CWC formed and have its first official meeting by the end of September 2016, so the CWC will have the ability to manage funds and contracts by October 2016.

Project Transition from Mountain Accord to the CWC

- Program Management: This contract will be transferred to the CWC.
- Environmental Dashboard: The contract for the development of the Dashboard will remain at and be managed by Salt Lake County.
- Parley's Canyon Transportation Study: The contract for this study will remain at and be managed by Summit County.
- Cottonwood Canyons Transportation Study: This contract will be transferred to the CWC and will be managed by the CWC Executive Director.

## **EXHIBITS**

- Central Wasatch Commission Interlocal Agreement
- Interlocal Assignment, Assumption and Consent
- Summary of Interlocal Agreements Creating the Central Wasatch Commission
- The Accord

## **ATTACHMENTS:**

- a1 - CWC - Interlocal Agreement 7262016 (DOCX)
- a2 - CWC-Interlocal Assignment, Assumption & Consent Agreement 7192016 (DOCX)
- a3 - CWC Summary of Interlocal Agreements Creating the CWC (DOCX)
- a4 - The Final Accord with Maps (PDF)
- a5 - CWC - Resolution (PDF)

**CENTRAL WASATCH COMMISSION  
INTERLOCAL AGREEMENT**

This Interlocal Agreement dated as of \_\_\_\_\_ 2016 (this "Agreement") is entered into by and among the parties hereto (the "Members") pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

**WITNESSETH:**

**WHEREAS**, the Act provides that two or more public agencies may agree to create a separate legal or administrative entity to accomplish the purpose of their joint or cooperative action, and the Act further provides that one or more public agencies may contract with each other or with a separate legal entity created pursuant to the Act to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

**WHEREAS**, each of the Members is a "public agency" as defined in the Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the "Central Wasatch Commission" (the "Commission") to accomplish the purpose of their joint and cooperative action and to vest in the Commission certain powers set forth in the Act and certain powers possessed by each of the Members; and

**WHEREAS**, many or all of the Members signed the Mountain Accord document (the "Accord") effective July 13, 2015, which is a foundational document that identifies a suite of actions that are recommended to be implemented to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving our watershed and natural environments; and

**WHEREAS**, the Members intend to continue the Accord's robust, collaborative process that builds consensus to provide for the long-term protection of the Central Wasatch Mountains' water, lands, environment, recreational opportunities, economic prosperity, and a transportation system that serves these values; and

**WHEREAS**, Member Salt Lake City has a major interest in the watershed of the Wasatch Mountains, Member Salt Lake County encompasses the Central Wasatch Canyons, Member Sandy City is adjacent to Little Cottonwood Canyon, and Member Cottonwood Heights is adjacent to both Big Cottonwood Canyon and Little Cottonwood Canyon; and

**WHEREAS**, the Members are willing and desire to implement the Accord; and

**WHEREAS**, pursuant to the Act, the Members desire to form and be part of the Commission in order to implement the Accord; and

**WHEREAS**, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the "State") to cause this Agreement to be the legal, valid and



binding agreement of each of the Members and to cause the Commission to be duly constituted and created as a separate legal entity and political subdivision of the State have been observed and taken:

**NOW, THEREFORE**, the Members agree as follows:

## **ARTICLE I**

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to provide for the creation of the Commission and to vest in the Commission all such power and authority as is necessary, desirable or useful to enable the Commission to accomplish and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission.

## **ARTICLE II**

### **EFFECTIVE DATE AND TERM**

This Agreement, having been approved by a resolution adopted by the governing body of each of the Members, filed in the official records of each of the Members and having been approved by a duly authorized attorney or attorneys for each of the Members, shall be effective on and as of the date first written above and, subject to earlier termination pursuant to Article IX, shall be effective for a term of fifty years from such date.

## **ARTICLE III**

### **CREATION OF THE COMMISSION**

Pursuant to the provisions of the Act, the Members hereby create the Commission as a separate legal entity and political subdivision of the State to accomplish the purpose of their joint and cooperative undertaking.

## **ARTICLE IV**

### **DEFINITIONS**

In addition to other capitalized terms defined elsewhere in this Agreement, the following words or phrases shall have the following meanings:

- A. "Accord"** means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A," which is further described in the above recitals.
- B. "Additional Member"** means a new Member of the Commission who, following the effective date of this Agreement, is invited by the Board to, and does, join the Commission by executing and delivering a counterpart of this Agreement following its approval by the governing body of the new Member.



- C. **"Board"** means the governing body of the Commission.
- D. **"Commission"** means the Central Wasatch Commission Interlocal entity formed by this Agreement.
- E. **"Commissioner"** means a member of the Board.
- F. **"Member"** means an Organizing Member and any Additional Member.
- G. **"Member Commissioner"** means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.
- H. **"Mountain Accord"** means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.
- I. **"Non-Member Commissioner"** or **"Appointed Commissioner"** means a Commissioner appointed by the Board who does not represent a specific Member.
- J. **"Organizing Member"** means any of the public agencies originally creating the Commission by executing and delivering this Agreement on or about the effective date specified above. Salt Lake City, Salt Lake County, City of Sandy and city of Cottonwood Heights will be the Organizing Members if they so execute and deliver this Agreement.
- K. **"Project Study Area"** means the geographical study area of focus of the Commission, which is the area commonly referred to as the Salt Lake County and the area of Summit County that is located Westerly of US 40 and Southerly of I-80. As used in this Agreement, "Project Study Area" means the same as "Project Area". (See Exhibit B, a Map of the "Project Study Area".)
- L. **"Mountain Accord Stakeholder Council"** or **"Council"** means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.
- M. **"Stakeholders"** are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

## ARTICLE V

### ORGANIZATION

- A. **Members.** The Commission is comprised of the Organizing Members and any Additional Members. Additional Members may be added to the Commission upon the unanimous vote by the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board. To become a Member, the governing body of each proposed Additional Member must approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

**B. Board.****(1) Appointments of Member Commissioners.**

(a) By Organizing Members. The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Organizing Member shall appoint an elected public official from their respective entity to serve as a Commissioner.

(b) By New Members. Following an Additional Member's admission to the Commission, the Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of such Additional Member shall appoint one of the Additional Member's elected officials to serve as a Commissioner on the Board.

(2) Appointment of Non-Member Commissioners. Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board. Such Non-Member Commissioners shall be either an elected or appointed public official from the Project Area who is familiar with the Accord's objectives. The appointment of a Non-Member Commissioner requires the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board. It is the intent of the Organizing Members to appoint a Commissioner to represent the interests of the Wasatch Back. At least one of any Non-Member Commissioners shall be an elected official from the portion of the Project Area located to the East of the Wasatch Range (i.e., the so-called "Wasatch Back"). Park City and Summit County may jointly nominate a person for appointment by the Board for this Non-Member Commissioner.

(3) Tenure. Each Commissioner shall serve until his or her tenure as an elected or appointed public official (as applicable) terminates, until his or her successor is duly appointed by the sponsoring Member or the Board (as applicable), or until his or her sponsoring Member (if any) withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Commissioner whose vacancy is being filled.

(4) Compensation and Expenses of Commissioners. Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates established by the State of Utah, Division of Finance.

(5) Open Meetings Act. Board meetings are subject to the Utah Open and Public Meetings Act.

**C. Officers.** Bi-annually, the Commissioners shall elect from their membership a Chair, a Co-Chair, a Secretary and a Treasurer.

**D. Voting.**

(1) A Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Commissioner may send a non-voting designee to

Commission meetings for the purpose of gathering information for and expressing the viewpoint of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Utah Open and Public Meetings Act.

(2) Unless otherwise expressly provided in this Agreement, all actions of the Commission require approval of at least the two-thirds majority vote of all Commissioners then serving on the Board.

## ARTICLE VI

### OBJECTIVES AND POWERS

#### A. Commission Objectives.

(1) To implement the Accord, the Commission shall pursue the following objectives:

(a) Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.

(b) Engage the public and collaborate with Stakeholders concerning the objectives of the Accord.

(c) Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.

(d) Plan and implement visitor amenities, trails, and canyon stewardship.

(e) Conserve and protect watershed and stewardship of natural resources.

(f) Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

(2) In carrying out its objectives, the Commission shall consider the following aims for the Project Area:

(a) A natural ecosystem that is conserved protected and restored such that it is healthy, functional, and resilient for current and future generations.

(b) A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

(c) A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional transportation network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land-use objectives; and is compatible with the unique environmental characteristics of the Project Area.

(d) Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

**B. Commission Powers.** The Commission shall have all powers granted by this Agreement and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

(1) To contract generally as approved by the Board, including contracts with public and private entities for any purpose necessary or desirable for dealing with affairs of mutual concern, and to accept all funds, services and other assistance resulting therefrom.

(2) To acquire real and personal property or an undivided, fractional, or other interest in real and personal property, necessary or convenient for the purposes of the Commission.

(3) To acquire, hold, utilize, spend, or dispose of its real and personal property, contributions, grants, and donations of real and personal property, funds, services, and other forms of assistance from persons, firms, corporation, and other private or governmental entities for projects or activities benefitting the Commission's objectives and the public interest.

(4) To act as an agency to receive and disburse federal and state grants, other grants; loans from Members, or funds from private organizations for all Board-approved planning and development programs and projects which are specifically intended to accomplish the Commission's purposes and objectives.

(5) To hire and discharge a staff, including appointing an executive director, administrator and consultants, and to employ and discharge such other persons as the Board deems appropriate for the proper administration of the Commission. The Board shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of such persons.

(6) To transfer and accept the transfer of contracts and inter-local agreements by and between Stakeholders, vendors, contractors and public agencies.

(7) To adopt, amend and repeal bylaws, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Act or this Agreement.

(8) To provide for insurance, including self-insurance, of any property or operations of the Commission or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard.

(9) To sue or be sued.

(10) To levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission.

(11) To invest funds as permitted by law.

(12) To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions.

(13) In addition to the previously enumerated powers, but subject to the limitations set forth below, to exercise all other powers incident to the purposes and objectives of the Commission enumerated in this Agreement upon the two-thirds majority vote of all the Commissioners then serving on the Board.

**C. Limitations on Commission Powers.** Notwithstanding anything to the contrary in this Agreement:

(1) The Commission has no authority to, nor does it, supplant any powers of its Members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions; nor does the Commission have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

(2) The Commission may not limit or otherwise affect a municipality's authority with respect to development on land within the jurisdiction of the municipality or to protect its watershed through extraterritorial jurisdiction.

(3) The Commission may not limit or otherwise affect a county's authority with respect to the development on land within the jurisdiction of the county.

(4) The Commission may not limit or otherwise affect the taxing authority or tax revenues of any governmental entity.

(5) The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.

## ARTICLE VII

### THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

**A. Organization.** The Board shall empanel an advisory body to the Board known as the "Mountain Accord Stakeholders Council," which shall include 28-35 Stakeholders.

(1) The Council shall be appointed by the Board.

(2) The Board shall appoint a Chair and a Vice-Chair of the Council, who shall serve two-year terms that expire on June 30, or until their successors are appointed.

(3) Council Members will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council Members will be assigned a two-year term by the Chair. Those receiving two-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after

their appointment so that every two years approximately half of the Council Members slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council Member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.

(4) The Council Members may not receive compensation or benefits for their service on the Council.

(5) Council Members may be removed by the Board for such cause as the Board deems appropriate.

**B. Objectives of the Council.**

(1) The Council is advisory to the Board.

(2) Council meetings are subject to the Utah Open and Public Meetings Act.

(3) The Council will meet as frequently as they choose; however, at least once a year they will meet in a public, noticed meeting of the Board to report on the Council's activities and future work.

(4) Commissioners may attend or may send a designee to participate in Council meetings.

(5) Council members are expected to attend Council meetings if at all possible.

(6) Council members may assist the Commission by communicating regularly with residents, interested parties, associations, networks and associates about Commission actions, projects, and Council meetings and work groups.

(7) Council members agree to:

(a) Support a consensus-based process for issues impacting the Project Study Area.

(b) Share information.

(c) Be collaborative and allow others to express their opinion and viewpoint.

(8) The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work and provide expertise and resources to inform the Commission's decision making.

(9) The Council may gather information, conduct fact-finding, counsel together, provide analysis, conduct feasibility studies, and otherwise collaborate with broader constituencies with interests in the Project Area in order to make suggestions, recommendations and proposals to the Board and the Commission's staff and consultants. The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work.

## ARTICLE VIII

## **FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE**

### **A. Annual Budget.**

The Board shall adopt annually a budget for the Commission for the next fiscal (July 1 - June 30) year which shall set forth in reasonable detail the Commission's revenues and receipts as well as its operating, capital and administrative expenses, together with such other information as shall be necessary or desirable in connection with the Commission's operations. The Board may revise and amend each annual budget during the course of that budget year to the extent necessary or desirable.

### **B. Voluntary Appropriations by the Members.**

Pursuant to the Act and in addition to any contractual obligations that may be undertaken by any of the Members pursuant to a loan agreement, financing agreement or other agreement with the Commission, each of the Members may appropriate funds, supply tangible or intangible property and provide personnel and services to the Commission to the extent permitted by law to enable or assist the Commission in the accomplishment of its purposes.

### **C. Insurance.**

(1) Each Member shall be solely responsible for providing (i) workers compensation coverage for its agents, representatives, officers, employees, or contractors as required by law, and (ii) insurance, including self-insurance, in an amount at least equivalent to the governmental immunity limits prescribed by State law, to cover liability arising out of such Member's negligent acts or omissions under this Agreement.

(2) The Commission shall purchase insurance, independent of the insurance maintained by each Member, to provide protection for the Commission's operations including, but not limited to (i) insurance to cover the liability arising out of its negligent acts and or omissions, (ii) worker's compensation insurance for its agents, representatives, officers, employees, or contractors, as required by law, and (iii) directors and officers liability insurance.

## **ARTICLE IX**

### **WITHDRAWAL, TERMINATION AND DISSOLUTION**

#### **A. Withdrawal.**

(1) No Member that is a party to an existing obligation to the Commission may withdraw from the Commission while and so long as any obligations of the Commission are outstanding that are secured or payable, in whole or in part, from the amounts payable by such Member under any written agreement with the Commission.

(2) Any Member that is not a party to any written agreement with the Commission may withdraw as a Member of the Commission at any time without the consent of the Commission, provided that the withdrawing Member shall file notice of withdrawal with the Board at least 90 days before the intended effective date of withdrawal. Any withdrawn Member shall remain obligated to the Commission for any liabilities imposed by law or that arose from facts or circumstances occurring during that Member's tenure on the Commission.



**B. Termination.** The Commission may terminate the membership of any Member that is not a party to any existing payment agreement with the Commission only upon the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board; provided that such Member shall have been given at least 60 days' prior written notice of the proposed termination and an appropriate opportunity to respond to the Board concerning the proposed termination. Any such termination shall be effective 90 days after the Board files with the governing body of such Member a certified copy of the Board's resolution effecting such termination.

**C. Treatment of Contributions Upon Withdrawal or Termination.** Upon withdrawal of any Member or termination of the membership of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Commission and no part thereof shall be refunded to the withdrawn or terminated Member.

**D. Dissolution.** Upon final payment and upon the complete performance or satisfaction of performance by the Commission and its Members of all contracts entered into in connection with work of the Commission, this Agreement shall terminate upon adoption of a resolution of the Board providing for such termination which is approved by the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board. Any remaining net assets of the Commission shall be distributed among the then Members pro rata based on prior contributions or upon such other basis as the Board shall determine to be fair and equitable at the time.

## ARTICLE X

### AMENDMENTS AND SUPPLEMENTS

**A. Amendments.** Except as otherwise required by the Act, this Agreement may be amended from time to time upon the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board.

**B. Supplement for Additional Members.** This Agreement may be supplemented from time to time to add Additional Members as provided in Article V, above. No approval of the governing bodies of the then current Members (i.e., excepting the new Additional Member) shall be required to approve any such supplement to this Agreement.

## ARTICLE XI

### DISPUTE RESOLUTION

**A. Dispute Resolution.** Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") will be resolved as follows:

(1) The Members will endeavor for a period of one month to resolve the Dispute by negotiation, including by scheduling face-to-face meetings with representatives of the Members.



(2) If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable mediator. The mediation will be completed within two months of the request for meditation unless the requesting Member extends the period in writing.

(3) If the Dispute is not successfully mediated, the Members may pursue any available remedies in District Court for the State of Utah.

## ARTICLE XII

### MISCELLANEOUS

**A. Members not Partners.** The Members shall not be deemed to be partners, joint ventures or associated in any manner that obligates any Member for the obligations, defaults or miscarriages of any other Member or of the Commission.

**B. Governing Law.** This Agreement shall be construed under and in accordance with the Act and the laws of the State of Utah.

**C. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

**D. Severability.** Should any term or provision of this be determined to be illegal, void or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severed from this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected; provided, however, that in lieu of such illegal, invalid, or unenforceable provision, the Organizing Members shall negotiate in good faith to formulate a substitute, legal, valid, and enforceable provision that most nearly implements the Organizing Members' intent in entering into this Agreement, and this Agreement shall be deemed so amended upon the unanimous vote by the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board

**E. Governmental Entities.** The Commission and the Members are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 7 of the Utah Code Annotated (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Commission and the Members are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Commission and the Members do not waive any defenses otherwise available under the Immunity Act, nor does any Member or the Commission waive any limits of liability currently provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

**F. Additional Interlocal Act Requirements.** In satisfaction of the requirements of the Act, and in connection with this Agreement, the Members further agree as follows:

(1) This Agreement shall be approved by each Member pursuant to Section 11-13-202.5 of the Act;

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

(3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Member, pursuant to Section 11-13-209 of the Act;

(4) Except as otherwise specifically provided herein, each Member shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

**G. Authorization.** Each of the Members represents and warrants to the others that the warranting Member has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Member.

**H. Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**I. Representation and Warranties.**

(1) Each Member represents and warrants that it is a public agency and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations under this Agreement and that the execution and delivery of this Agreement does not violate under any law, order, regulation, or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

(2) Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

**DATED** effective the date first-above written.

*[Signature pages follow]*

**EXHIBIT A**

**THE ACCORD, JULY 13, 2015**

## **INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT**

This Interlocal Assignment, Assumption and Consent Agreement (this "Agreement") is entered into effective \_\_\_\_\_, 2016 by and among Cottonwood Heights ("Cottonwood Heights"), Draper City ("Draper"), the Metropolitan Water District of Salt Lake & Sandy ("MWDSLS"), Park City Municipal Corporation ("Park City"), Sandy City ("Sandy"), Salt Lake City ("SLC"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County"), the Town of Alta ("Alta"), Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), the Wasatch Front Regional Council ("WFRC") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

### **RECITALS:**

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSLS, Park City, Sandy, Summit Count, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the "Phase 1 Agreement") dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the "Phase II Parties") also signed the Program & Funding Agreement Mountain Accord Phase II (the "Phase II Agreement") dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new Interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement. This Agreement supersedes the Phase I Agreement and Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for 2015	Remaining Allocation for 2016 - 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	<u>0*</u>	<u>600,000*</u>
Totals	\$3,375,000	\$925,000	\$2,450,000

Note \*: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution to provide additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable but in any event within 30 days of the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. CURRENT PHASE II PROJECTS. The following Phase II projects are currently under way:

a. WFRC has a program director contract (the "Program Director Contract") with LJ Consulting. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Program Director Contract. As soon as practicable after the execution of this Agreement but in any event but in any event within 30 days of the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "*Canyons Transportation Study Contract*") with WSP / Parsons Brinckerhoff. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the execution of this Agreement but in any event but in any event within 30 days of the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received \$250,000 from the UTA Holding Account for an "Environmental Dashboard" project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received \$400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. INVOICES. Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an

“Amendment” or “Amendments”) to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.

7. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

8. TERMINATION OF THE AGREEMENT. If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

9. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.

Cottonwood Heights  
1265 East Fort Union Blvd, Suite 250  
Cottonwood Heights, UT 84047  
Email: [kcullimore@ch.utah.gov](mailto:kcullimore@ch.utah.gov)

Copy to:

William Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84133  
Telephone: (801) 530-7478  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

DRAPER CITY

Mayor Troy K. Walker  
Draper City  
1020 East Pioneer Road  
Draper, UT 84020  
Email:

METROPOLITAN WATER DISTRICT  
OF SALT LAKE & SANDY

Michael L. Wilson  
Metropolitan Water District of Salt  
Lake & Sandy  
3430 East Danish Road  
Cottonwood Heights, UT 84093  
Telephone: (801) 942.9685  
Email: [wilson@swdsls.org](mailto:wilson@swdsls.org)

PARK CITY MUNICIPAL CORPORATION

Council Member Andy Beerman  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [andy@parkcity.org](mailto:andy@parkcity.org)

Copies to:

Diane Foster, City Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [diane@parkcity.org](mailto:diane@parkcity.org)

City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan  
Sandy City  
10000 Centennial Parkway  
Sandy, UT 84070

Copy to:

Robert Wall, City Attorney  
Sandy City  
10000 Centennial Parkway  
Sandy, UT 84070  
Telephone: (801) 568-7103  
Email: [rwall@sandy.utah.gov](mailto:rwall@sandy.utah.gov)

SALT LAKE CITY

Mayor Jackie Biskupski  
Salt Lake City Mayor's Office  
451 South State Street, Room 306  
P.O. Box 145474  
Salt Lake City, UT 84114  
Telephone:  
Email:  
Copies to:

Salt Lake City Attorney  
451 South State Street, Room 505  
P.O. Box 145478  
Salt Lake City, UT 84114-5478  
Telephone: (801) 535-7788

Laura Briefer  
Salt Lake City Department of Public Utilities  
1530 South West Temple  
Salt Lake City, UT 84115  
Email: [laura.briefer@slcgov.com](mailto:laura.briefer@slcgov.com)

SALT LAKE COUNTY

Mayor Ben McAdams  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
P.O. Box 144575  
Salt Lake City, UT 84111-4575

Copy to:

Kimberly Barnett  
Salt Lake County Government Center  
2001 South State Street, Ste. N2100  
P.O. Box 144575  
Salt Lake City, UT 84114-4575

SUMMIT COUNTY

Christopher Robinson  
Summit county Council  
P.O. Box 982288  
Park City, UT 84098  
Email: [cfrobinson@summitcounty.org](mailto:cfrobinson@summitcounty.org)

Copy to:

Tom Fisher  
Summit County Council



60 North Main  
Box 128  
Coalville, UT 84017  
Email: [tfisher@summitcounty.org](mailto:tfisher@summitcounty.org)

TOWN OF ALTA

Mayor Tom Pollard  
Town of Alta  
P.O. Box 8016  
Alta, UT 84052  
Telephone: (801) 363-5105  
Email: [tjp@townofalta.com](mailto:tjp@townofalta.com)

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

UTAH TRANSIT AUTHORITY

\_\_\_\_\_

669 West 200 South  
Salt Lake City, UT 84101

Copy to:  
Jayme Blakesley  
General Counsel  
699 West 200 South  
Salt Lake City, UT 84101  
Email: [jblakesley@rideuta.com](mailto:jblakesley@rideuta.com)

WASATCH FRONT REGIONAL COUNCIL

Andrew S. Gruber  
Executive Director  
Wasatch Front Regional Council  
295 North Jimmy Doolittle Road  
Salt Lake City, UT 84116  
Email: [agruber@wfrc.org](mailto:agruber@wfrc.org)

CENTRAL WASATCH COMMISSION

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

11. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows;

a. This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

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 Interlocal Act.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

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

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 mayor or chief executive officer of each Party. 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.

12. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

14. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party's signature.

COTTONWOOD HEIGHTS agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

COTTONWOOD HEIGHTS

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

DRAPER CITY agrees to provide \$120,000 (subject to required appropriations) in two annual installments of \$60,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

DRAPER CITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

PARK CITY MUNICIPAL CORPORATION agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

SANDY CITY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SANDY CITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

SALT LAKE CITY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SALT LAKE CITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_



SALT LAKE COUNTY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SALT LAKE COUNTY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

SUMMIT COUNTY agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SUMMIT COUNTY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

TOWN OF ALTA agrees to provide \$30,000 (subject to required appropriations) in two annual installments of \$15,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF ALTA

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

UTAH DEPARTMENT OF TRANSPORTATION agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

UTAH TRANSIT AUTHORITY agrees to provide \$600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of \$200,000.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WASATCH FRONT REGIONAL COUNCIL

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CENTRAL WASATCH COMMISSION

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

## Summary of Interlocal Agreements Creating the Central Wasatch Commission (CWC)

### CWC Interlocal Agreement (ILA)

- The CWC is being formed under the Interlocal Cooperation Act to implement the Accord
- The CWC will:
  - Engage the public and collaborate with stakeholders
  - Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking
  - Plan and implement visitor amenities, trails, and canyon stewardship
  - Conserve and protect watershed and stewardship of natural resources
- The signatories for the CWC Interlocal Agreement include Salt Lake County, Salt Lake City, Sandy City, and Cottonwood Heights
- Commissioners will include a representative (Mayors) from the above entities, plus a representative from the Wasatch Back and UDOT
- The Mountain Accord Stakeholders Council will include a broad representation of stakeholders (similar to the Mountain Accord Executive Board) and will advise the CWC

### Interlocal Assignment, Assumption, and Consent Agreement

- Transfers current and future funding from local government partners from the Mountain Accord account (held at UTA) to the CWC
- Replaces Mountain Accord Phase II ILA
- WFRC agrees to assign Program Management and Cottonwoods Transportation contracts to CWC
- Summit County agrees to continue contracting/managing I-80 / Parleys Transportation Study
- Salt Lake County agrees to continue contracting/managing Environmental Dashboard
- Signatories include Cottonwood Heights, Draper, Metropolitan Water District of Salt Lake & Sandy, Park City, Sandy, Salt Lake City, Salt Lake County, Summit County, Town of Alta, UDOT, UTA, WFRC, and the CWC

### GOED Consent Agreement

- This agreement transfers state funding (through GOED) and grant requirements to the CWC



**THE ACCORD**

July 13, 2015

The Central Wasatch mountain range is beloved by those of us who live along both sides of its ridge line. We hike, we bike, we ski, we discover wildlife, we ramble and amble and find solitude amid one of the world's most spectacular backyards. And even as these mountains are a source of peace and spiritual renewal, they are also our source for water and, literally, the reason life is possible in Utah's arid climate.

Amid threats from population growth, development pressures, and piecemeal decision-making, we know that we need to take action now to ensure we have clean water, a thriving economy, and an exemplary quality of life — not only for current generations, but for those that come after us. The time has come to truly consider the future of this precious landscape.

To that end, this Mountain Accord agreement (the 'Accord') represents the culminating commitment of more than 20 organizations who, through a voluntary, multi-year, public, consensus-based planning process agree to proceed with a suite of actions designed to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment. Over the past few decades more than 80 studies have partially examined the Wasatch but until now, no effort has built a comprehensive plan that sees the forest for the trees. We the signers intend the Accord to influence future, local, regional and statewide planning and to initiate efforts to enact meaningful protections and preservations for the Central Wasatch in the face of growing pressures on this beloved mountain range. The actions proposed in the Accord will remain transparent and engage the public, and follow regional planning, National Environmental Policy Act (NEPA), and other applicable requirements.

**RECITALS**

WHEREAS, the Central Wasatch Mountains are a treasured natural resource and we, the signers of this Accord, place a high value on the natural environment, wilderness qualities, watershed health, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water for Utah's growing urban populations and are the reason the region flourishes in Utah's arid climate;

WHEREAS, the Central Wasatch Mountains are a vital ecological unit and policies governing the unit should work together in harmony, not diverge from one another, in the interest of improving the health of the land and our watersheds;

WHEREAS, the mountain environment offers diverse recreational experiences that promote active lifestyles and enhances quality of life in the region;

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region, and a key component of Utah's tourism industry;

WHEREAS, population growth, recreation use, traffic congestion, economic development pressures, land-use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

WHEREAS, the Mountain Accord process was established by a Program Charter in February 2014 to make integrated and critical decisions regarding the future of Utah's Central Wasatch Mountains;

WHEREAS, the Utah State Legislature passed a resolution in 2012 supporting the evaluation, through a public process, of year-round transportation solutions to serve multiple recreation uses in the mountains (SCR 10) and the Mountain Accord process and other efforts that have been conducted since that time reflect the current sentiments on the issues the legislature raised;

WHEREAS, the Program Charter established the Executive Board (refer to Attachment 1: Executive Board Membership) as a consensus-based body comprised of representatives from local governments, Utah state government and legislature, federal agencies, and private business, environmental, and recreation interests;

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, FrontRunner Commuter Rail line, TRAX North-South light rail line, and I-15), on the east by Park City, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon;

WHEREAS, the Mountain Accord effort has placed a high value on public engagement, transparency, and the participation of all stakeholders;

WHEREAS, the Mountain Accord effort has engaged commercial interests and private property owners as willing participants;

WHEREAS, the Executive Board brought together more than 200 stakeholders and experts to consider future trends, visions, and goals and to create a "Blueprint" for the Central Wasatch Mountains;

WHEREAS, the Executive Board published the proposed "Blueprint" for the Central Wasatch Mountains for public comment and conducted an extensive process to collect feedback;

WHEREAS, public feedback reflected a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and

WHEREAS, the Executive Board received and incorporated public comment into this Accord document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the Executive Board.

Now, therefore, the undersigned signers of this Accord agree as follows:

## **AGREEMENT**

### **1. PURPOSE OF ACCORD**

- 1.1. The Accord represents the consensus positions of the Mountain Accord Executive Board and undersigned parties ('the signers of the Accord'). It serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.
- 1.2. The intent of the Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The signers of the Accord support a transportation system that serves these values.
- 1.3. The signers of the Accord agree to pursue federal action for land designations, land exchanges and transit/transportation solutions. The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress.
- 1.4. It is recognized by all signers of this Accord that while federal actions may occur, there are conditions outlined in the Accord that are needed to achieve the federal outcomes.
- 1.5. The signers agree to support the Accord and to work diligently and in good faith to accomplish the actions recommended in the Accord – both as a whole and within our respective jurisdictions.
- 1.6. The signers of this Accord recognize that many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.
- 1.7. Specifically, the signers of the Accord seek:
  - 1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.
  - 1.7.2. A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.
  - 1.7.3. A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports

land-use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch.

- 1.7.4. Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

## **2. INTENDED OUTCOMES**

The signers of this Accord seek the following outcomes:

- 2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.
- 2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts on public land within the federal designation as shown on Attachment 5: Intended Outcomes.
- 2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.
- 2.4. Clustered Nodes**
  - 2.4.1. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.
  - 2.4.2. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).
  - 2.4.3. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.
  - 2.4.4. To the extent mountain property is developed, the signers of the Accord agree to promote development with the following characteristics:
    - thoughtfully designed to complement the natural setting and maintain open spaces,
    - compatible with the communities as defined in local land-use plans and ordinances, and
    - focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.
  - 2.4.5. To seek plans, ordinances, and policies that support the land use intentions and intended outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land use authorities, environmental organizations, property owners, and other

interested parties.

- 2.5. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.
- 2.6. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.
- 2.7. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

### **3. AGREED-UPON ACTIONS**

- 3.1. To achieve the outcomes described above, the signers of this Accord agree to pursue a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, as described in the remaining sections. Because the following actions are interdependent, the signers recognize that removal, additions, or alteration of individual actions may warrant re-negotiation.

#### **3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS**

- 3.2.1. The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.
- 3.2.2. The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.
- 3.2.3. The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these

actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

- 3.2.4. The federal legislation may establish new wilderness areas as recommended by the Executive Board.
- 3.2.5. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas' respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Lands transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.6. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.
- 3.2.7. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.
- 3.2.8. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

### **3.3. LAND EXCHANGE**

- 3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.
- 3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

### **3.4. ALTA LAND EXCHANGE**

- 3.4.1. The Alta Ski Lifts Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lifts Company land (including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil's Castle) in exchange for approximately 160 acres of U.S. Forest Service land situated at the base of



the ski area.

- 3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company-U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation.
- 3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S Forest Service is conditioned upon:
- Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
  - Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
  - Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.
- 3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed-user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base-area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.
- 3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:
- widespread and permanent protection of federal lands in Salt Lake City's municipal watersheds,
  - transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
  - no future ski resort expansion as defined in Section 3.2.2, and
  - Salt Lake City's completion of legal review.
- 3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:
- Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business

operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

- Commitment from Alta Ski Lifts Company that base area land dedicated for public purposes such as transit, public facilities, trailheads, and community spaces, etc. may be deeded to public bodies responsible for managing those uses, with appropriate deed restrictions, pending the outcome of comprehensive land use and transportation planning.
- 3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land-use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan's identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.
- 3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land-use permits would be consistent with Mountain Accord intended outcomes and existing land-use patterns in the base area and would support a thriving commercial center for all base area business owners. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.
- 3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.
- 3.4.10. Transit improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company's conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:
- Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
  - Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
  - Salt Lake City completion of legal reviews.

### **3.5. SNOWBIRD LAND EXCHANGE**

- 3.5.1. Mountain Accord respects each jurisdiction's authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The



signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

- 3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:
- Salt Lake County will develop a resort zone to better define development at the Snowbird base area in accordance with Mountain Accord intended outcomes (recognizing Snowbird's existing approved master plan and associated entitlements).
  - Salt Lake City will provide additional snowmaking water to Snowbird if Snowbird (under any conditions) transfers the identified approximate 1100 acres to the U.S. Forest Service and the lands become part of the permanently protected federal designation.
  - The right to perform avalanche safety control by (especially above Snowbird and Town of Alta) will be preserved.

### **3.6. SOLITUDE LAND EXCHANGE**

- 3.6.1. Solitude Resort (referred to as 'Solitude' and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately 50 acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.
- 3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.
- 3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.
- 3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.
- 3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.
- 3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher-level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment

- assuming all permits and environmental/water quality protections would be in place.
- 3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude's expansion contains Salt Lake City watershed parcels.
  - 3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate development patterns consistent with Mountain Accord intended outcomes.

### **3.7. BRIGHTON LAND EXCHANGE**

- 3.7.1. Brighton Mountain Resort ('Brighton') agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton's land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton's special use permit in Hidden Canyon.
- 3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.
- 3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.
- 3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.

### **3.8. LAND ACQUISITION PROGRAM**

- 3.8.1. The Executive Board will create a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area. It is the intent of Mountain Accord to work with willing sellers. Where appropriate, the Executive Board will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.

### **3.9. TRANSPORTATION**

- 3.9.1. In order to achieve the outcomes described in Section 2, the signers of this Accord agree to the steps related to transportation outlined in Sections 3.10 to 3.13. Attachment 7: Transportation Connections shows key transportation corridors.

### 3.10. COTTONWOOD CANYONS

- 3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.
- 3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.
- 3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking, and biking to and in the Cottonwood Canyons.
- 3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.
- 3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:
- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
  - improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
  - a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
  - options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
  - public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.
- 3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross canyon connections will include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.
- 3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives

and environmental impacts. Subject to NEPA analysis, the signers of this Accord agree that trams, ski lifts, or other aerial modes are not recommended. Similarly, alternatives that would create increased capacity for single-occupancy vehicles are not preferred transportation options (in the context of moving people in Little Cottonwood Canyon).

3.10.8. It is recommended the NEPA process address the following questions:

- To what extent should single-occupancy vehicles be restricted or charged with fees?
- Should the transportation alternative include an independent guideway? If so, should it be on the road, near the road, or in a separate alignment outside avalanche paths?
- How can the road and selected transportation alternative be protected from avalanches?
- How can parking needs be reduced for the various alternatives?
- How can we maintain convenient access points and reasonable cost for canyon users?

### **3.11. BIG COTTONWOOD TO PARK CITY**

3.11.1. The signers of this Accord agree to further study the economic, transportation, community, and environmental detriments, benefits and impacts (both positive and negative) of a wide range of non auto-based options to connect Park City with Big Cottonwood Canyon. The study will include an analysis of carrying capacity for the broader Park City Community.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, U.S. Forest Service, the environmental community WFRC, and the Ski Resorts will develop a scope for further study and suggest next steps.

3.11.3. The study described above will be conducted through a local process (not a NEPA process) under the direction and control of the parties listed in Section 3.11.2 above. The signers of this Accord agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The signers of this Accord agree to actively support maintaining Guardsman Pass Road in its current management in winter (closed).

### **3.12. PARLEY'S CORRIDOR**

3.12.1. With the goal of connecting economic centers and recreational nodes within the Wasatch Front and Back, the signers of this Accord agree to support an Alternatives Analysis to evaluate connections between the Salt Lake Valley and the greater Park City area. The Alternatives Analysis will consider modes, corridors and termini between Salt Lake City and Salt Lake County and the greater Park City area.

3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short- and long-term mobility needs on regional travel corridors, which may include, but are not limited to, I-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and I-215. It will also consider multi-modal bicycle and pedestrian connections, including regional trails. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions, and if a federal action is identified, the signers of this Accord support initiating the NEPA environmental review process for

proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord's vision and goals.

- 3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.
- 3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

### **3.13. MILLCREEK CANYON**

- 3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.
- 3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

### **3.14. TRAILS AND CYCLING**

- 3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.
- 3.14.2. The trail plan will:
- build on the Trails Implementation Plan developed by Trails Utah;
  - be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
  - contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
  - consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.
- 3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley's Canyon (including the approaches to each canyon).
- 3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley's Corridor Alternatives Analysis.
- 3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah Olympic Park to Mid-Mountain Trail.

### **3.15. NEPA PROCESS FOR COTTONWOOD CANYONS**

- 3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public-friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.
- 3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

### **3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION**

- 3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.
- 3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

### **3.17. GOVERNANCE AND FUNDING**

- 3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and



communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

- 3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.
- 3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.
- 3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

### **3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY**

- 3.18.1. The signers of this Accord agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

**ATTACHMENTS**

1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

**INCORPORATED BY REFERENCE**

1. Mountain Accord Program Charter
2. Mountain Accord Existing Conditions and Future Trendlines Report
3. Mountain Accord Vision, Goals, and Metrics
4. Mountain Accord Idealized Systems Reports
5. Mountain Accord Trails Implementation Plan



## **SIGNATURES**

### **Cities/Counties**

Mayor Ben McAdams, Mountain Accord Executive Board Chair, Salt Lake County  
Councilmember Chris Robinson, Mountain Accord Executive Board Vice-Chair, Summit County  
Mayor Ralph Becker, Salt Lake City  
Councilmember Andy Beerman, Park City  
Mayor Kelvyn Cullimore, Cottonwood Heights  
Mayor Tom Dolan, Sandy City  
Mayor Tom Pollard, Town of Alta  
Mayor Troy Walker, Draper City

### **Local Districts/MPOs**

Michael Allegra, Utah Transit Authority  
Andrew Gruber, Wasatch Front Regional Council  
Mike Wilson, Metropolitan Water District Salt Lake and Sandy

### **State Government**

Nathan Lee, Utah Department of Transportation  
Alan Matheson, State of Utah Governor's Office

### **State Legislators**

Representative Johnny Anderson, Utah Legislature Representative Brad Dee, Utah Legislature  
President Wayne Niederhauser, Utah Legislature, Senate President

### **Private Entities**

Lane Beattie, Salt Lake Chamber of Commerce  
Joan DeGiorgio, The Nature Conservancy  
Justin Jones, Salt Lake Chamber of Commerce  
Carl Fisher, Save Our Canyons  
Peter Metcalf, Outdoor Industry Association  
Nathan Rafferty, Ski Utah

### **Ski Areas**













Bob Bonar, Snowbird Resort  
Randy Doyle, Brighton Mountain Resort  
Bob Wheaton, Solitude Resort  
Onno Wieringa, Alta Ski Lifts Company

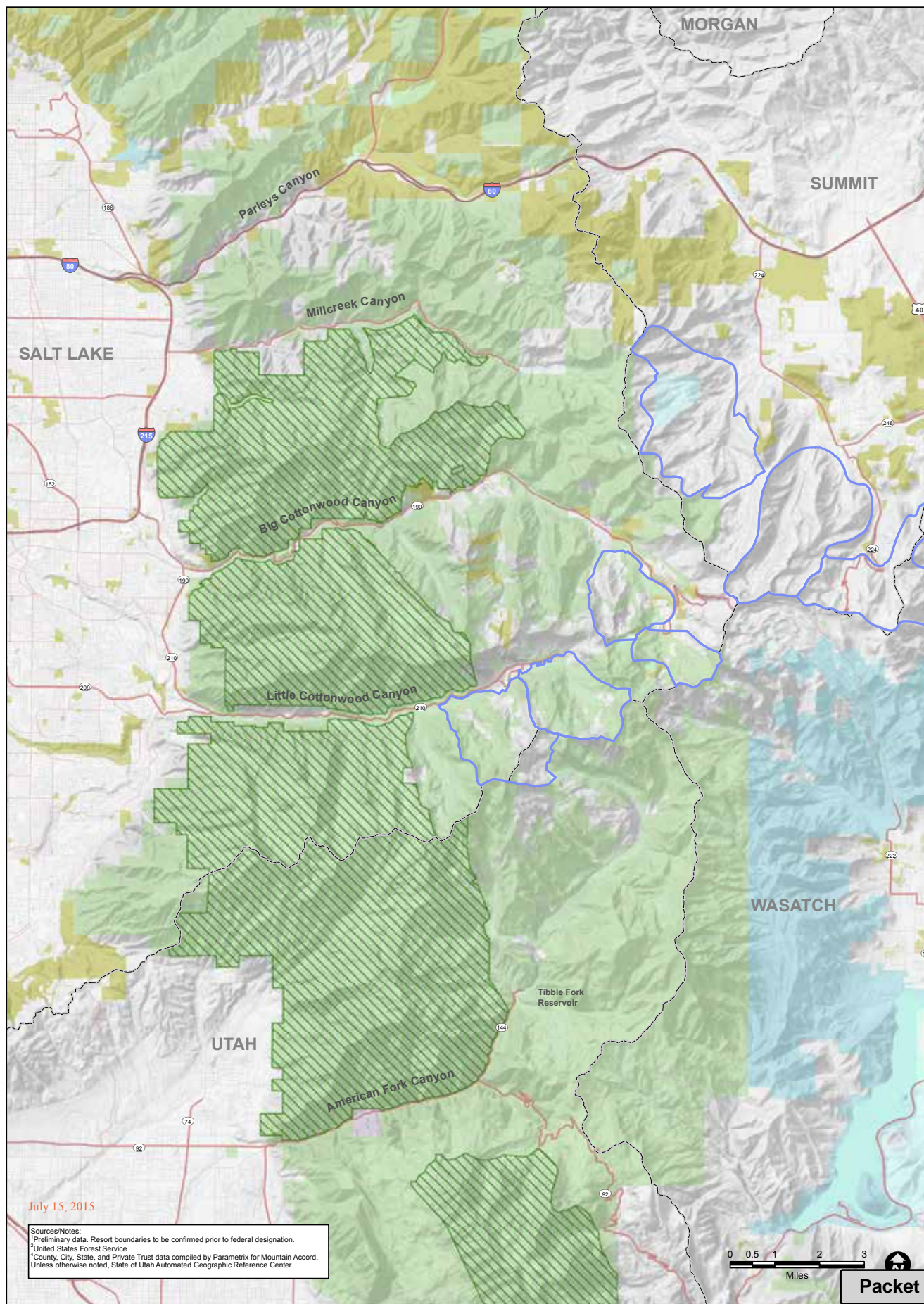
### **Additional Signatories**



## Attachment 1: Mountain Accord Executive Board (July 2015)

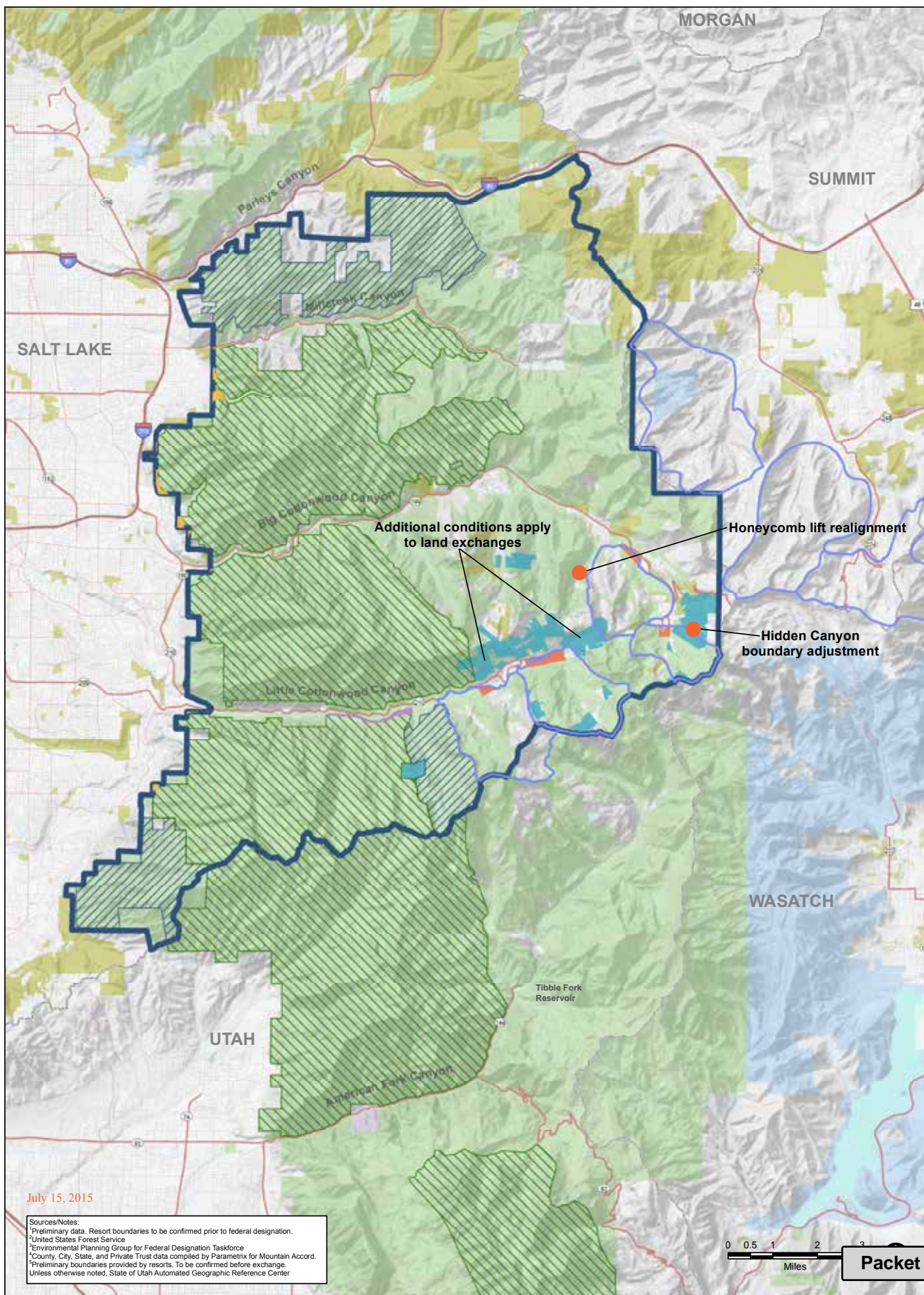
<b>Cities/Counties</b>	
Mayor Ben McAdams, Chair	Salt Lake County
Councilmember Chris Robinson, Vice-Chair	Summit County
Mayor Ralph Becker	Salt Lake City
Councilmember Andy Beerman	Park City
Mayor Kelvyn Cullimore	Cottonwood Heights
Mayor Tom Dolan	Sandy City
Mike Kohler	Wasatch County (non-participating after Phase I)
Mayor Tom Pollard	Town of Alta
Mayor Troy Walker	Draper City (Phase II participant)
<b>Local Districts/MPOs</b>	
Michael Allegra	Utah Transit Authority
Andrew Gruber	Wasatch Front Regional Council
Mike Wilson	Metro. Water District Salt Lake /Sandy
<b>State Government</b>	
Nathan Lee	Utah Department of Transportation
Alan Matheson	State of Utah, Governor's Office
TBD	Governor's Office of Economic Dev. (Phase II participant)
<b>State Legislators</b>	
Representative Johnny Anderson	Utah Legislature
Representative Brad Dee	Utah Legislature
President Wayne Niederhauser	Utah Legislature, Senate President
<b>Federal Government</b>	
Linda Gehrke	Federal Transit Administration (non-signatory)
Ivan Marrero	Federal Highway Administration (non-signatory)
Dave Whittekiend/ Cathy Kahlow	US Forest Service (non-signatory)
<b>Private Entities</b>	
Lane Beattie/ Justin Jones	Salt Lake Chamber of Commerce
Joan DeGiorgio	The Nature Conservancy (Phase II participant)
Carl Fisher	Save Our Canyons
Peter Metcalf	Outdoor Industry Association
Nathan Rafferty	Ski Utah

- |                                                                                                                     |                                                                                              |                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
|  Existing Wilderness <sup>2</sup>   |  Interstate  |  Uinta-Wasatch-Cache National Forest                     |
|  Resort Area Boundary <sup>1</sup> |  Highway    |  State of Utah                                          |
|  County Boundary                   |  Major Road |  Private                                                |
|  Waters                            |  Other Road |  City, County, and Private Preserved Lands <sup>4</sup> |

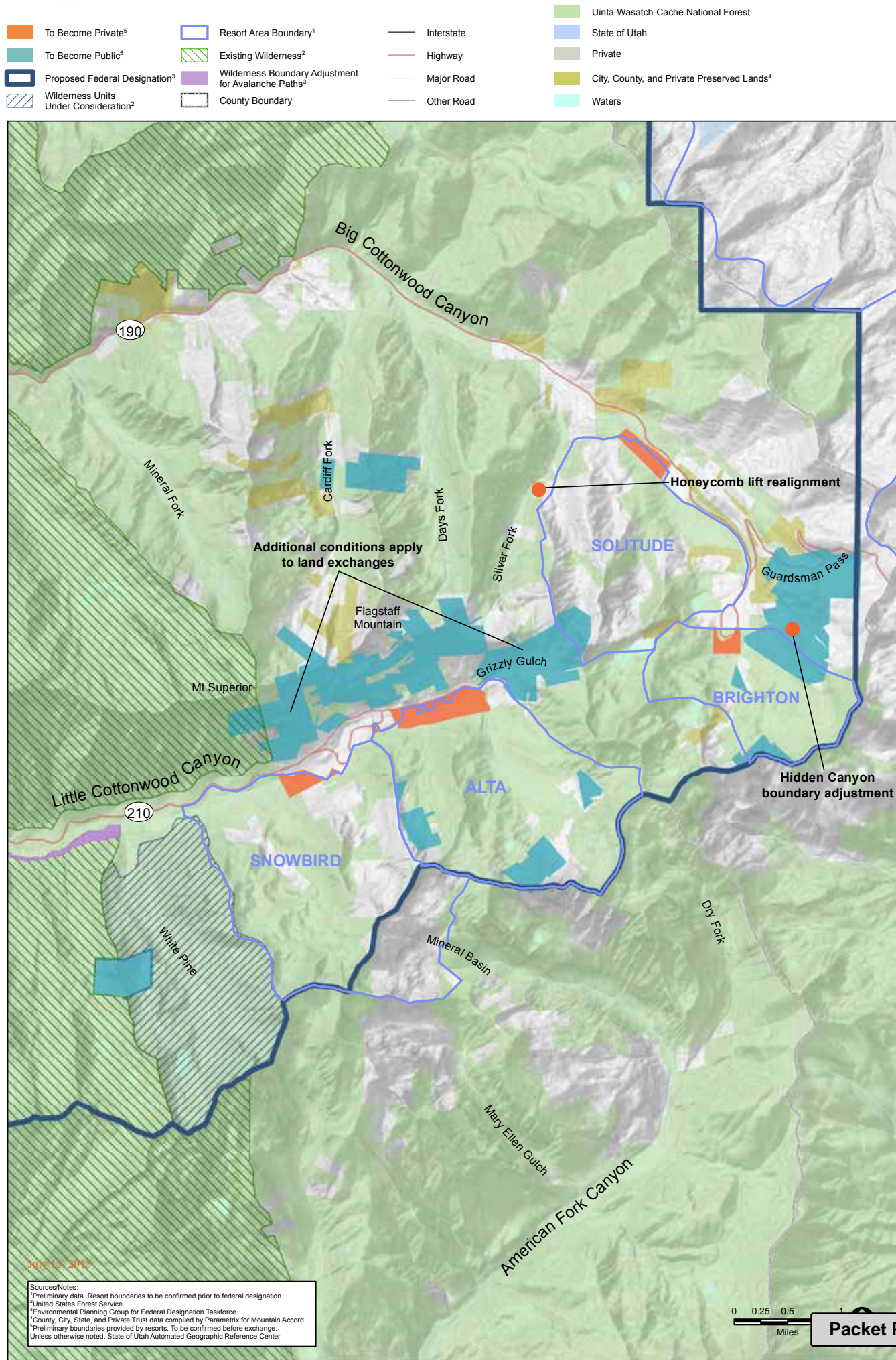




















- |                                                   |                                                                            |                 |                                                        |
|---------------------------------------------------|----------------------------------------------------------------------------|-----------------|--------------------------------------------------------|
| To Become Private <sup>5</sup>                    | Resort Area Boundary <sup>1</sup>                                          | Interstate      | Uinta-Wasatch-Cache National Forest                    |
| To Become Public <sup>5</sup>                     | Existing Wilderness <sup>2</sup>                                           | Highway         | State of Utah                                          |
| Proposed Federal Designation <sup>3</sup>         | Wilderness Boundary Adjustment for Bonneville Shoreline Trail <sup>3</sup> | Major Road      | Private                                                |
| Wilderness Units Under Consideration <sup>2</sup> | Wilderness Boundary Adjustment for Avalanche Paths <sup>3</sup>            | Other Road      | City, County, and Private Preserved Lands <sup>4</sup> |
|                                                   |                                                                            | County Boundary | Waters                                                 |

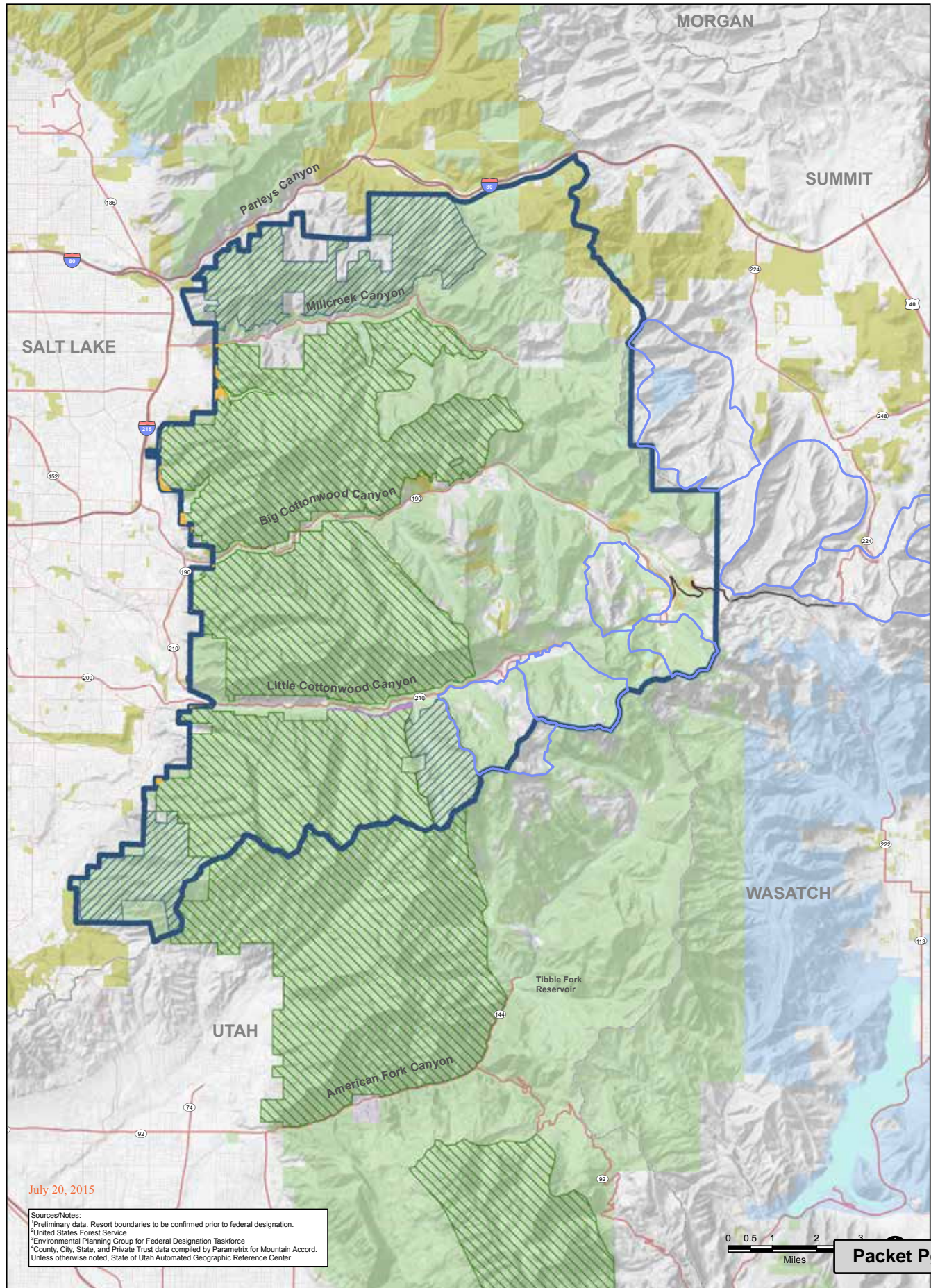








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|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
|  Wilderness Units Under Consideration <sup>2</sup> |  Existing Wilderness <sup>2</sup>                                           |  Interstate        |  Uinta-Wasatch-Cache National Forest                      |
|  Proposed Federal Designation <sup>3</sup>         |  Wilderness Boundary Adjustment for Bonneville Shoreline Trail <sup>3</sup> |  Highway         |  State of Utah                                          |
|  Resort Area Boundary <sup>1</sup>                 |  Wilderness Boundary Adjustment for Avalanche Paths <sup>3</sup>            |  Major Road      |  Private                                                |
|                                                                                                                                     |                                                                                                                                                              |  Other Road      |  City, County, and Private Preserved Lands <sup>4</sup> |
|                                                                                                                                     |                                                                                                                                                              |  County Boundary |  Waters                                                 |



July 20, 2015

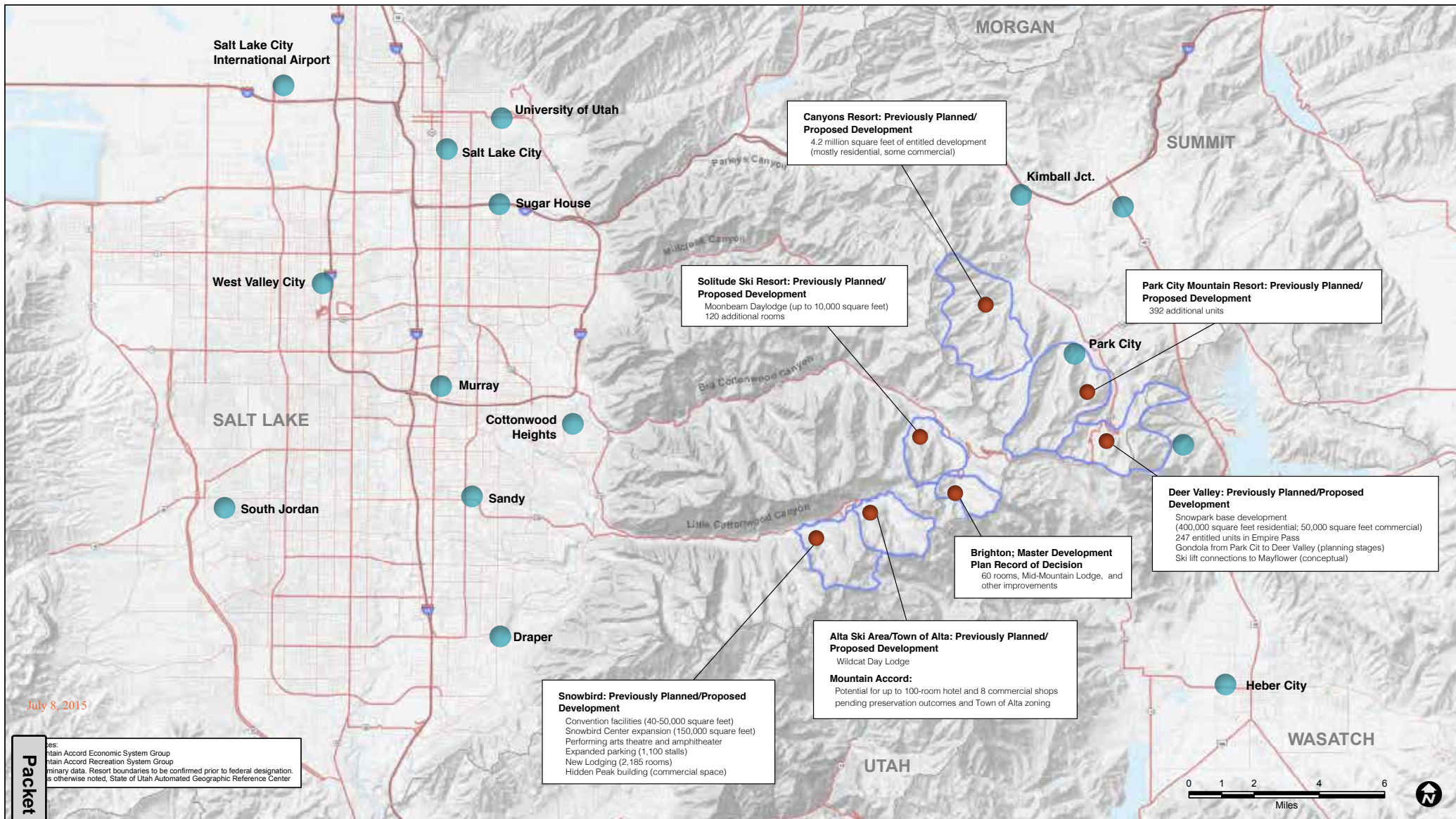
Sources/Notes:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>Environmental Planning Group for Federal Designation Taskforce  
<sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center



● Economic Centers<sup>1</sup>  
● Resort Areas<sup>2</sup>

▭ Resort Area Boundary<sup>3</sup>  
▭ County Boundary  
▭ Waters

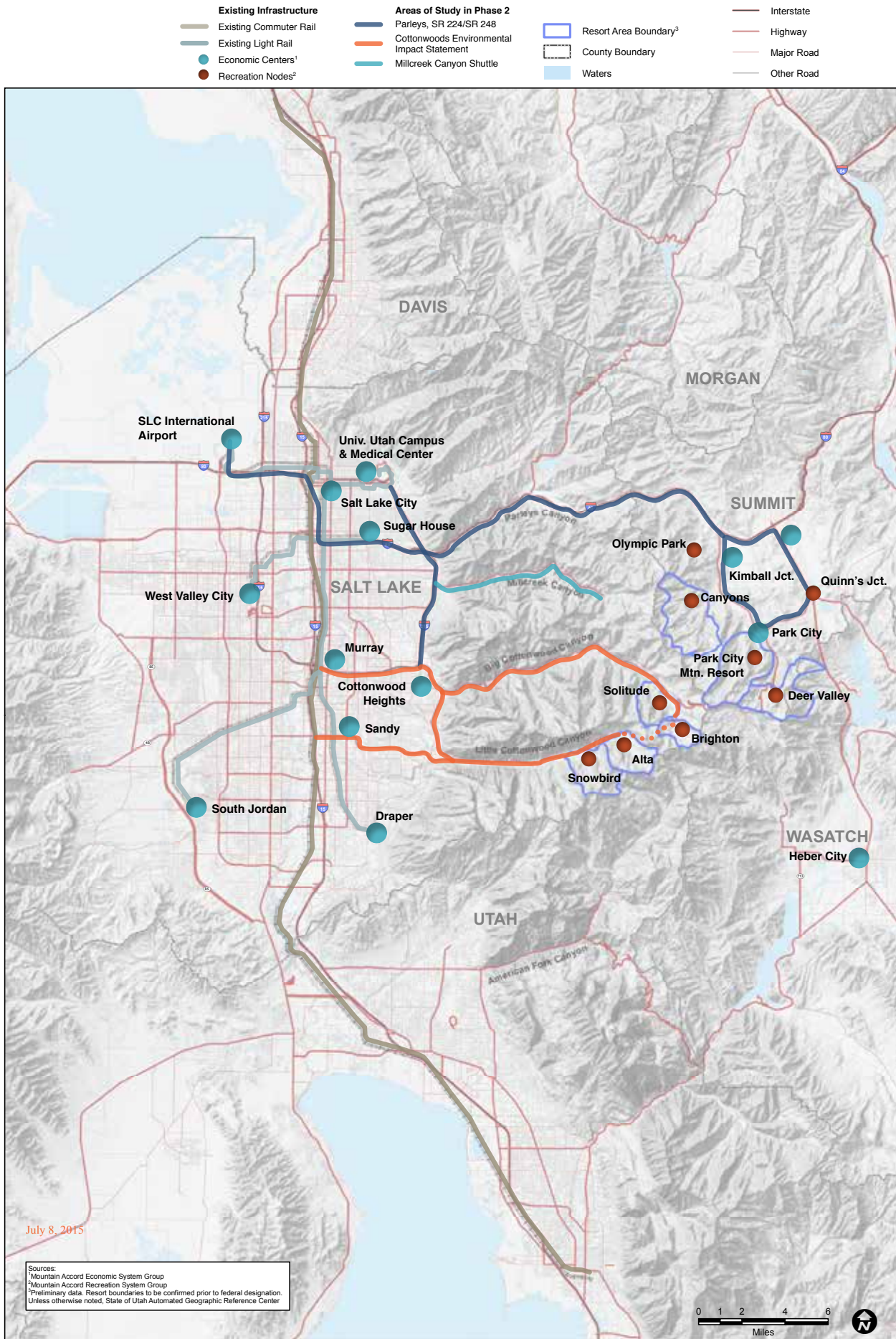
— Interstate  
— Highway  
— Major Road  
— Other Road



July 8, 2015

Notes:  
Mountain Accord Economic System Group  
Mountain Accord Recreation System Group  
Primary data. Resort boundaries to be confirmed prior to federal designation.  
If otherwise noted, State of Utah Automated Geographic Reference Center







Resolution No. \_\_\_\_\_ of 2016

Authorizing the Approval of a  
Interlocal Agreement to Establish the Central Wasatch Commission  
And  
Interlocal Assignment, Assumption & Consent Agreement

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, Cottonwood Heights (“Cottonwood Heights”), Sandy City (“Sandy”), Salt Lake City (“SLC”), and Salt Lake County (“Salt Lake County”) (the “CWC Members”) are the proposed members of a new proposed interlocal entity that will be known as the Central Wasatch Commission (the “CWC”) and are all public entities that desire to enter into a cooperative agreement to establish the CWC; and

WHEREAS, the CWC Members, Draper City (“Draper”), the Metropolitan Water District of Salt Lake & Sandy (“MWDSLS”), Park City Municipal Corporation (“Park City”), Summit County (“Summit County”), the Town of Alta (“Alta”), Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), and Wasatch Front Regional Council (“WFRC”) (collectively referred to as the “Parties”) are all public entities that have ongoing funding commitments to fund the Mountain Accord effort and now desire to enter into a cooperative agreement to assign those commitments to the CWC; and

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state; and

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front; and

WHEREAS, SLC, Sandy, Cottonwood Heights, Draper City, Alta, and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues; and

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues; and

WHEREAS, MWDSL is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others; and

WHEREAS, the Wasatch Front Regional Council is an interlocal entity organized as an association of governments with a mission to implement plans for multi-modal transportation systems, livable communities, and a strong and healthy environment; and

WHEREAS, the Parties have previously entered into program and funding agreements to establish the Mountain Accord effort; and

WHEREAS, by creating the CWC and assigning previously approved funding to the CWC, the Parties wish to build upon previous efforts established by the Mountain Accord effort and implement provisions of the Mountain Accord, which recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities; and

WHEREAS, Salt Lake City has particular interest in the process because of its water resources, wildlife and other natural resource values related to the Central Wasatch Mountains and would benefit from a robust regional planning and decision-making process concerning various potential land preservation, land use, and transportation actions; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement to Establish the Central Wasatch Commission and an Interlocal Assignment, Assumption & Consent Agreement; and

WHEREAS, the attached agreements have 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:

Interlocal Agreement to Establish the Central Wasatch Commission

and

Interlocal Assignment, Assumption & Consent Agreement

2. The effective date of the agreement shall be the date it is signed and recorded (where applicable) by all parties to the agreement.

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

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SALT LAKE CITY COUNCIL

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

ATTEST AND COUNTERSIGN:

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

APPROVED AS TO FORM:



\_\_\_\_\_  
DEPUTY SALT LAKE CITY ATTORNEY

HB\_ATTYY-#55041-v1-Resolution\_For\_Approval\_of\_CWC\_&\_Related\_Funding\_Interlocal\_Agreements\_816

Attachment: a5 - CWC - Resolution (1874 : Mountain Accord: Central Wasatch Commission Interlocal Agreement)



**SALT LAKE CITY CORPORATION**  
Mayor's Office  
City Council Transmittal

  
Patrick Leary, Chief of Staff 8/12/2016

Date Received: 8/11/2016  
Date Sent to Council: 8/12/2016

**TO:** City Council  
James Rogers - Chair

**FROM:**   
Patrick Leary, Chief of Staff 8/12/2016

**SUBJECT:** Mountain Accord: Central Wasatch Commission Interlocal Agreement

**STAFF CONTACT:** Laura Briefer, Deputy Director  
Laura.Briefer@slcgov.com

**COUNCIL SPONSOR:**

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** That the City Council adopt the Resolution authorizing the Mayor to sign (1) the Central Wasatch Commission (CWC) Interlocal Agreement on behalf of Salt Lake City to create an interlocal entity to begin implementing principles of Mountain Accord; and (2) an Interlocal Assignment, Assumption and Consent Agreement transferring funds paid for Mountain Accord work to the CWC and to collect outstanding funding commitments for Mountain Accord Projects.

**BUDGET IMPACT:** No new funding requests. The City Council has previously approved a funding commitment for Mountain Accord in the Mountain Accord Phase II ILA. Those commitments will continue with the CWC. The City will pay this amount in installments of \$200,000 per year for two consecutive years as previously approved by the City Council. Funding for Mountain Accord has historically been allocated from the Department of Public

Utilities' Water Utility. The Council has approved \$200,000 funding for Mountain Accord in the Public Utilities 2016-2017 Budget.

**BACKGROUND/DISCUSSION:** The Mountain Accord project team is in the process of creating the Central Wasatch Commission, an interlocal entity that will implement the principles of Mountain Accord. As articulated in Section 3.17 of the Accord, parties to the Accord agreed to “*study and consider options for continued multi-jurisdictional coordination, collaboration, and communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances*”. The CWC is the resulting proposed governance structure, and is intended to provide the longer term organizational functions to implement the Accord. The interlocal agreement creating the CWC will also replace the previously approved Mountain Accord Phase II funding interlocal agreement, and transfer current and future funding from local government partners from the Mountain Accord account currently held at Utah Transit Authority to the CWC.

#### Mountain Accord Summary

Mountain Accord is a multi-phase public process, coordinated among multiple levels of government, as well as non-profit and for-profit representatives, to identify and address short and long term issues associated with environment, transportation, economy, and recreation in the Central Wasatch Mountains. It involves over 200 stakeholders and experts; state and local governments; federal agencies; and private business, environmental, and recreation interests. This Phase I process of Mountain Accord culminated in the July 2015 Accord, which achieved consensus on an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains. Desired outcomes from the Accord are as follows:

- A natural ecosystem that is conserved, protected, and restored such that it is healthy, functional, and resilient for current and future generations.
- A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging higher levels of use at thoughtfully-designed and appropriate locations with convenient access, while protecting solitude, nature, and other backcountry values.
- A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors, and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch;
- Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

Phase II of Mountain Accord is underway. This is the implementation phase to carry out projects and programs to meet the Accord objectives. Mountain Accord projects underway currently include:

- 1) *Federal Land Designation (Accord Section 3.2):* Rep. Jason Chaffetz has introduced to Congress the *Central Wasatch National Conservation and Recreation Area Act*, which is one outcome of Mountain Accord. Representatives from state and local government, private business, environmental organizations and recreation interests, and residents worked together over the course of two years to reach consensus on this bill, which aims

to resolve decades of conflict over how the Central Wasatch are used and enjoyed. The objectives of the bill are to protect sources of our drinking water, preserve recreational opportunities for the future, and ensure enjoyment of the Central Wasatch Mountains.

- 2) *Cottonwood Canyons Transportation Study (Accord Section 3.10)*: The purpose of this study is to identify and evaluate short-term and long-term transportation alternatives for the Cottonwood Canyons. The contract for this study is fully funded. This study is anticipated to provide direction for future projects to resolve transportation problems in the Cottonwood Canyons.
- 3) *Parley's Canyon Transportation Study (Accord Section 3.12)*: This study includes an evaluation of transportation connections between the Salt Lake Valley and the greater Park City area, including multimodal bicycle and pedestrian connections and regional trail connections. The contract for this project is fully funded.
- 4) *Environmental Dashboard (Accord Section 3.16)*: The Dashboard will be a tool for decision makers to track the Central Wasatch's environmental health and evaluate impacts in future planning discussions. The Dashboard will compile data currently collected throughout the Central Wasatch Mountains designed to provide a picture of the complete health of the mountain range, as well as a mechanism for measuring the health moving forward. A baseline will be complete in December 2017. The contract for this project is fully funded.

#### The Central Wasatch Commission

The CWC signatories to the ILA will be Salt Lake City, Salt Lake County, Sandy City, and Cottonwood Heights.

CWC Objectives: The CWC will serve as an entity that can receive funding, administer contracts, and hire staff to advance elements of the Mountain Accord process. To implement the Accord, the Commission will pursue the following objectives:

1. Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.
2. Engage the public.
3. Create and engage a Stakeholders Council concerning the objectives of the Accord.
4. Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.
5. Plan and implement visitor amenities, trails, and canyon stewardship.
6. Conserve and protect watershed and stewardship of natural resources.
7. Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

CWC Organization: The CWC will be governed by the CWC Board, which will be comprised of elected officials representing Organizing Members (Salt Lake City, Salt Lake County, Sandy City, and Cottonwood Heights), and any Additional Members, who are invited by the CWC Board to join the Commission. Commissioners will include a representative from those entities, plus a representative from the Wasatch Back and UDOT. In Salt Lake City's case, the mayor anticipates serving as the City's representative.



**Stakeholders Council:** The Board will empanel a Mountain Accord Stakeholders Council, which will include 28-35 stakeholders who will act as an advisory body to the CWC Board. This Council will include a broad representation of stakeholders, similar to the Mountain Accord Executive Board. The Council will consult with the CWC Board and CWC staff and its consultants with respect to the technical aspects of the CWC's work and provide expertise, resources, and analysis. This Council will collaborate with broader constituencies to make suggestions, recommendations, and proposals to the CWC Board and the Commission's staff and consultants. The Salt Lake City Department of Public Utilities is planning to serve on this Stakeholders Council.

**Funding:** Funding for the CWC will come from interlocal agency partners and the 2014 state legislature appropriation through the Utah Governor's Office of Economic Development (GOED). Over time, additional funding sources may be obtained by the CWC. Mountain Accord's Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a three-year period of work pursuant to the Phase II Agreement. Up to this date, the Phase II Parties have contributed the amounts shown on the Table 1 and will acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for CY 2015	Remaining Allocation for CY's 2016 and 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
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Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	0*	600,000*
Totals	\$3,375,000	\$925,000	\$2,450,000

*Note \*: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in the value of additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution to provide additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.*

**Staff:** The CWC may hire staff when long-term funding is secured. This funding could be identified as soon as March 2017. Staffing levels and part-time/full-time status will depend on level of funding. Possible positions include Executive Director, Finance/Administration, Public Engagement, and administrative assistant.

**Timeline:** The goal is to have the CWC formed and have its first official meeting by the end of September 2016, so the CWC will have the ability to manage funds and contracts by October 2016.

Project Transition from Mountain Accord to the CWC



- Program Management: This contract will be transferred to the CWC.
- Environmental Dashboard: The contract for the development of the Dashboard will remain at and be managed by Salt Lake County.
- Parley's Canyon Transportation Study: The contract for this study will remain at and be managed by Summit County.
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## **EXHIBITS**

- Central Wasatch Commission Interlocal Agreement
- Interlocal Assignment, Assumption and Consent
- Summary of Interlocal Agreements Creating the Central Wasatch Commission
- The Accord

## **ATTACHMENTS:**

- Administrative Transmittal Mountain Accord Next Steps - Central Wasatch Commission Interlocal Agreement and Transfer Agreement (PDF)
- a1 - CWC - Interlocal Agreement 7262016 (DOCX)
- a2 - CWC-Interlocal Assignment, Assumption & Consent Agreement 7192016 (DOCX)
- a3 - CWC Summary of Interlocal Agreements Creating the CWC (DOCX)
- a4 - The Final Accord with Maps (PDF)
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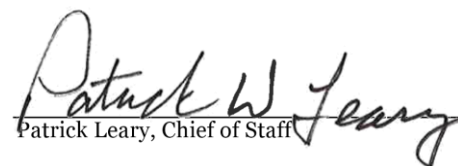


**SALT LAKE CITY CORPORATION**  
Mayor's Office  
City Council Transmittal

  
Patrick Leary, Chief of Staff 8/12/2016

Date Received: 8/11/2016  
Date Sent to Council: 8/12/2016

**TO:** City Council  
James Rogers - Chair

**FROM:**   
Patrick Leary, Chief of Staff 8/12/2016

**SUBJECT:** Mountain Accord Next Steps: Central Wasatch Commission Interlocal Agreement and Transfer Agreement

**STAFF CONTACT:** Laura Briefer, Deputy Director  
Laura.Briefer@slcgov.com

**COUNCIL SPONSOR:**

**DOCUMENT TYPE:** Resolution

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## **EXHIBITS**

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- a4 - The Final Accord with Maps (PDF)
- a5 - CWC - Resolution (PDF)

7/26/16 Draft

## CENTRAL WASATCH COMMISSION INTERLOCAL AGREEMENT

This Interlocal Agreement dated as of \_\_\_\_\_ 2016 (this "Agreement") is entered into by and among the parties hereto (the "Members") pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

### WITNESSETH:

**WHEREAS**, the Act provides that two or more public agencies may agree to create a separate legal or administrative entity to accomplish the purpose of their joint or cooperative action, and the Act further provides that one or more public agencies may contract with each other or with a separate legal entity created pursuant to the Act to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

**WHEREAS**, each of the Members is a "public agency" as defined in the Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the "Central Wasatch Commission" (the "Commission") to accomplish the purpose of their joint and cooperative action and to vest in the Commission certain powers set forth in the Act and certain powers possessed by each of the Members; and

**WHEREAS**, many or all of the Members signed the Mountain Accord document (the "Accord") effective July 13, 2015, which is a foundational document that identifies a suite of actions that are recommended to be implemented to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving our watershed and natural environments; and

**WHEREAS**, the Members intend to continue the Accord's robust, collaborative process that builds consensus to provide for the long-term protection of the Central Wasatch Mountains' water, lands, environment, recreational opportunities, economic prosperity, and a transportation system that serves these values; and

**WHEREAS**, Member Salt Lake City has a major interest in the watershed of the Wasatch Mountains, Member Salt Lake County encompasses the Central Wasatch Canyons, Member Sandy City is adjacent to Little Cottonwood Canyon, and Member Cottonwood Heights is adjacent to both Big Cottonwood Canyon and Little Cottonwood Canyon; and

**WHEREAS**, the Members are willing and desire to implement the Accord; and

**WHEREAS**, pursuant to the Act, the Members desire to form and be part of the Commission in order to implement the Accord; and

**WHEREAS**, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the "State") to cause this Agreement to be the legal, valid and



binding agreement of each of the Members and to cause the Commission to be duly constituted and created as a separate legal entity and political subdivision of the State have been observed and taken:

**NOW, THEREFORE**, the Members agree as follows:

## **ARTICLE I**

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to provide for the creation of the Commission and to vest in the Commission all such power and authority as is necessary, desirable or useful to enable the Commission to accomplish and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission.

## **ARTICLE II**

### **EFFECTIVE DATE AND TERM**

This Agreement, having been approved by a resolution adopted by the governing body of each of the Members, filed in the official records of each of the Members and having been approved by a duly authorized attorney or attorneys for each of the Members, shall be effective on and as of the date first written above and, subject to earlier termination pursuant to Article IX, shall be effective for a term of fifty years from such date.

## **ARTICLE III**

### **CREATION OF THE COMMISSION**

Pursuant to the provisions of the Act, the Members hereby create the Commission as a separate legal entity and political subdivision of the State to accomplish the purpose of their joint and cooperative undertaking.

## **ARTICLE IV**

### **DEFINITIONS**

In addition to other capitalized terms defined elsewhere in this Agreement, the following words or phrases shall have the following meanings:

- A. "Accord"** means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A," which is further described in the above recitals.
- B. "Additional Member"** means a new Member of the Commission who, following the effective date of this Agreement, is invited by the Board to, and does, join the Commission by executing and delivering a counterpart of this Agreement following its approval by the governing body of the new Member.



- C. **"Board"** means the governing body of the Commission.
- D. **"Commission"** means the Central Wasatch Commission Interlocal entity formed by this Agreement.
- E. **"Commissioner"** means a member of the Board.
- F. **"Member"** means an Organizing Member and any Additional Member.
- G. **"Member Commissioner"** means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.
- H. **"Mountain Accord"** means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.
- I. **"Non-Member Commissioner"** or **"Appointed Commissioner"** means a Commissioner appointed by the Board who does not represent a specific Member.
- J. **"Organizing Member"** means any of the public agencies originally creating the Commission by executing and delivering this Agreement on or about the effective date specified above. Salt Lake City, Salt Lake County, City of Sandy and city of Cottonwood Heights will be the Organizing Members if they so execute and deliver this Agreement.
- K. **"Project Study Area"** means the geographical study area of focus of the Commission, which is the area commonly referred to as the Salt Lake County and the area of Summit County that is located Westerly of US 40 and Southerly of I-80. As used in this Agreement, "Project Study Area" means the same as "Project Area". (See Exhibit B, a Map of the "Project Study Area".)
- L. **"Mountain Accord Stakeholder Council"** or **"Council"** means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.
- M. **"Stakeholders"** are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

## ARTICLE V

### ORGANIZATION

- A. **Members.** The Commission is comprised of the Organizing Members and any Additional Members. Additional Members may be added to the Commission upon the unanimous vote by the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board. To become a Member, the governing body of each proposed Additional Member must approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

**B. Board.****(1) Appointments of Member Commissioners.**

(a) By Organizing Members. The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Organizing Member shall appoint an elected public official from their respective entity to serve as a Commissioner.

(b) By New Members. Following an Additional Member's admission to the Commission, the Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of such Additional Member shall appoint one of the Additional Member's elected officials to serve as a Commissioner on the Board.

(2) Appointment of Non-Member Commissioners. Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board. Such Non-Member Commissioners shall be either an elected or appointed public official from the Project Area who is familiar with the Accord's objectives. The appointment of a Non-Member Commissioner requires the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board. It is the intent of the Organizing Members to appoint a Commissioner to represent the interests of the Wasatch Back. At least one of any Non-Member Commissioners shall be an elected official from the portion of the Project Area located to the East of the Wasatch Range (i.e., the so-called "Wasatch Back"). Park City and Summit County may jointly nominate a person for appointment by the Board for this Non-Member Commissioner.

(3) Tenure. Each Commissioner shall serve until his or her tenure as an elected or appointed public official (as applicable) terminates, until his or her successor is duly appointed by the sponsoring Member or the Board (as applicable), or until his or her sponsoring Member (if any) withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Commissioner whose vacancy is being filled.

(4) Compensation and Expenses of Commissioners. Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates established by the State of Utah, Division of Finance.

(5) Open Meetings Act. Board meetings are subject to the Utah Open and Public Meetings Act.

**C. Officers.** Bi-annually, the Commissioners shall elect from their membership a Chair, a Co-Chair, a Secretary and a Treasurer.

**D. Voting.**

(1) A Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Commissioner may send a non-voting designee to

Commission meetings for the purpose of gathering information for and expressing the viewpoint of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Utah Open and Public Meetings Act.

(2) Unless otherwise expressly provided in this Agreement, all actions of the Commission require approval of at least the two-thirds majority vote of all Commissioners then serving on the Board.

## ARTICLE VI

### OBJECTIVES AND POWERS

#### A. Commission Objectives.

(1) To implement the Accord, the Commission shall pursue the following objectives:

(a) Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.

(b) Engage the public and collaborate with Stakeholders concerning the objectives of the Accord.

(c) Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.

(d) Plan and implement visitor amenities, trails, and canyon stewardship.

(e) Conserve and protect watershed and stewardship of natural resources.

(f) Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

(2) In carrying out its objectives, the Commission shall consider the following aims for the Project Area:

(a) A natural ecosystem that is conserved protected and restored such that it is healthy, functional, and resilient for current and future generations.

(b) A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

(c) A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional transportation network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land-use objectives; and is compatible with the unique environmental characteristics of the Project Area.

(d) Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

**B. Commission Powers.** The Commission shall have all powers granted by this Agreement and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

(1) To contract generally as approved by the Board, including contracts with public and private entities for any purpose necessary or desirable for dealing with affairs of mutual concern, and to accept all funds, services and other assistance resulting therefrom.

(2) To acquire real and personal property or an undivided, fractional, or other interest in real and personal property, necessary or convenient for the purposes of the Commission.

(3) To acquire, hold, utilize, spend, or dispose of its real and personal property, contributions, grants, and donations of real and personal property, funds, services, and other forms of assistance from persons, firms, corporation, and other private or governmental entities for projects or activities benefitting the Commission's objectives and the public interest.

(4) To act as an agency to receive and disburse federal and state grants, other grants; loans from Members, or funds from private organizations for all Board-approved planning and development programs and projects which are specifically intended to accomplish the Commission's purposes and objectives.

(5) To hire and discharge a staff, including appointing an executive director, administrator and consultants, and to employ and discharge such other persons as the Board deems appropriate for the proper administration of the Commission. The Board shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of such persons.

(6) To transfer and accept the transfer of contracts and inter-local agreements by and between Stakeholders, vendors, contractors and public agencies.

(7) To adopt, amend and repeal bylaws, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Act or this Agreement.

(8) To provide for insurance, including self-insurance, of any property or operations of the Commission or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard.

(9) To sue or be sued.

(10) To levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission.

(11) To invest funds as permitted by law.

(12) To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions.

(13) In addition to the previously enumerated powers, but subject to the limitations set forth below, to exercise all other powers incident to the purposes and objectives of the Commission enumerated in this Agreement upon the two-thirds majority vote of all the Commissioners then serving on the Board.

**C. Limitations on Commission Powers.** Notwithstanding anything to the contrary in this Agreement:

(1) The Commission has no authority to, nor does it, supplant any powers of its Members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions; nor does the Commission have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

(2) The Commission may not limit or otherwise affect a municipality's authority with respect to development on land within the jurisdiction of the municipality or to protect its watershed through extraterritorial jurisdiction.

(3) The Commission may not limit or otherwise affect a county's authority with respect to the development on land within the jurisdiction of the county.

(4) The Commission may not limit or otherwise affect the taxing authority or tax revenues of any governmental entity.

(5) The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.

## ARTICLE VII

### THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

**A. Organization.** The Board shall empanel an advisory body to the Board known as the "Mountain Accord Stakeholders Council," which shall include 28-35 Stakeholders.

(1) The Council shall be appointed by the Board.

(2) The Board shall appoint a Chair and a Vice-Chair of the Council, who shall serve two-year terms that expire on June 30, or until their successors are appointed.

(3) Council Members will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council Members will be assigned a two-year term by the Chair. Those receiving two-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after

their appointment so that every two years approximately half of the Council Members slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council Member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.

(4) The Council Members may not receive compensation or benefits for their service on the Council.

(5) Council Members may be removed by the Board for such cause as the Board deems appropriate.

**B. Objectives of the Council.**

(1) The Council is advisory to the Board.

(2) Council meetings are subject to the Utah Open and Public Meetings Act.

(3) The Council will meet as frequently as they choose; however, at least once a year they will meet in a public, noticed meeting of the Board to report on the Council's activities and future work.

(4) Commissioners may attend or may send a designee to participate in Council meetings.

(5) Council members are expected to attend Council meetings if at all possible.

(6) Council members may assist the Commission by communicating regularly with residents, interested parties, associations, networks and associates about Commission actions, projects, and Council meetings and work groups.

(7) Council members agree to:

(a) Support a consensus-based process for issues impacting the Project Study Area.

(b) Share information.

(c) Be collaborative and allow others to express their opinion and viewpoint.

(8) The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work and provide expertise and resources to inform the Commission's decision making.

(9) The Council may gather information, conduct fact-finding, counsel together, provide analysis, conduct feasibility studies, and otherwise collaborate with broader constituencies with interests in the Project Area in order to make suggestions, recommendations and proposals to the Board and the Commission's staff and consultants. The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work.

## ARTICLE VIII

## FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

### A. Annual Budget.

The Board shall adopt annually a budget for the Commission for the next fiscal (July 1 - June 30) year which shall set forth in reasonable detail the Commission's revenues and receipts as well as its operating, capital and administrative expenses, together with such other information as shall be necessary or desirable in connection with the Commission's operations. The Board may revise and amend each annual budget during the course of that budget year to the extent necessary or desirable.

### B. Voluntary Appropriations by the Members.

Pursuant to the Act and in addition to any contractual obligations that may be undertaken by any of the Members pursuant to a loan agreement, financing agreement or other agreement with the Commission, each of the Members may appropriate funds, supply tangible or intangible property and provide personnel and services to the Commission to the extent permitted by law to enable or assist the Commission in the accomplishment of its purposes.

### C. Insurance.

(1) Each Member shall be solely responsible for providing (i) workers compensation coverage for its agents, representatives, officers, employees, or contractors as required by law, and (ii) insurance, including self-insurance, in an amount at least equivalent to the governmental immunity limits prescribed by State law, to cover liability arising out of such Member's negligent acts or omissions under this Agreement.

(2) The Commission shall purchase insurance, independent of the insurance maintained by each Member, to provide protection for the Commission's operations including, but not limited to (i) insurance to cover the liability arising out of its negligent acts and or omissions, (ii) worker's compensation insurance for its agents, representatives, officers, employees, or contractors, as required by law, and (iii) directors and officers liability insurance.

## ARTICLE IX

### WITHDRAWAL, TERMINATION AND DISSOLUTION

#### A. Withdrawal.

(1) No Member that is a party to an existing obligation to the Commission may withdraw from the Commission while and so long as any obligations of the Commission are outstanding that are secured or payable, in whole or in part, from the amounts payable by such Member under any written agreement with the Commission.

(2) Any Member that is not a party to any written agreement with the Commission may withdraw as a Member of the Commission at any time without the consent of the Commission, provided that the withdrawing Member shall file notice of withdrawal with the Board at least 90 days before the intended effective date of withdrawal. Any withdrawn Member shall remain obligated to the Commission for any liabilities imposed by law or that arose from facts or circumstances occurring during that Member's tenure on the Commission.



**B. Termination.** The Commission may terminate the membership of any Member that is not a party to any existing payment agreement with the Commission only upon the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board; provided that such Member shall have been given at least 60 days' prior written notice of the proposed termination and an appropriate opportunity to respond to the Board concerning the proposed termination. Any such termination shall be effective 90 days after the Board files with the governing body of such Member a certified copy of the Board's resolution effecting such termination.

**C. Treatment of Contributions Upon Withdrawal or Termination.** Upon withdrawal of any Member or termination of the membership of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Commission and no part thereof shall be refunded to the withdrawn or terminated Member.

**D. Dissolution.** Upon final payment and upon the complete performance or satisfaction of performance by the Commission and its Members of all contracts entered into in connection with work of the Commission, this Agreement shall terminate upon adoption of a resolution of the Board providing for such termination which is approved by the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board. Any remaining net assets of the Commission shall be distributed among the then Members pro rata based on prior contributions or upon such other basis as the Board shall determine to be fair and equitable at the time.

## ARTICLE X

### AMENDMENTS AND SUPPLEMENTS

**A. Amendments.** Except as otherwise required by the Act, this Agreement may be amended from time to time upon the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board.

**B. Supplement for Additional Members.** This Agreement may be supplemented from time to time to add Additional Members as provided in Article V, above. No approval of the governing bodies of the then current Members (i.e., excepting the new Additional Member) shall be required to approve any such supplement to this Agreement.

## ARTICLE XI

### DISPUTE RESOLUTION

**A. Dispute Resolution.** Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") will be resolved as follows:

(1) The Members will endeavor for a period of one month to resolve the Dispute by negotiation, including by scheduling face-to-face meetings with representatives of the Members.



(2) If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable mediator. The mediation will be completed within two months of the request for mediation unless the requesting Member extends the period in writing.

(3) If the Dispute is not successfully mediated, the Members may pursue any available remedies in District Court for the State of Utah.

## ARTICLE XII

### MISCELLANEOUS

**A. Members not Partners.** The Members shall not be deemed to be partners, joint ventures or associated in any manner that obligates any Member for the obligations, defaults or miscarriages of any other Member or of the Commission.

**B. Governing Law.** This Agreement shall be construed under and in accordance with the Act and the laws of the State of Utah.

**C. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

**D. Severability.** Should any term or provision of this be determined to be illegal, void or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severed from this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected; provided, however, that in lieu of such illegal, invalid, or unenforceable provision, the Organizing Members shall negotiate in good faith to formulate a substitute, legal, valid, and enforceable provision that most nearly implements the Organizing Members' intent in entering into this Agreement, and this Agreement shall be deemed so amended upon the unanimous vote by the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board

**E. Governmental Entities.** The Commission and the Members are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 7 of the Utah Code Annotated (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Commission and the Members are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Commission and the Members do not waive any defenses otherwise available under the Immunity Act, nor does any Member or the Commission waive any limits of liability currently provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

**F. Additional Interlocal Act Requirements.** In satisfaction of the requirements of the Act, and in connection with this Agreement, the Members further agree as follows:

(1) This Agreement shall be approved by each Member pursuant to Section 11-13-202.5 of the Act;

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

(3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Member, pursuant to Section 11-13-209 of the Act;

(4) Except as otherwise specifically provided herein, each Member shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

**G. Authorization.** Each of the Members represents and warrants to the others that the warranting Member has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Member.

**H. Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**I. Representation and Warranties.**

(1) Each Member represents and warrants that it is a public agency and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations under this Agreement and that the execution and delivery of this Agreement does not violate under any law, order, regulation, or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

(2) Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

**DATED** effective the date first-above written.

*[Signature pages follow]*

**EXHIBIT A**

**THE ACCORD, JULY 13, 2015**

7/19/16 Draft

## INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

This Interlocal Assignment, Assumption and Consent Agreement (this "Agreement") is entered into effective \_\_\_\_\_, 2016 by and among Cottonwood Heights ("Cottonwood Heights"), Draper City ("Draper"), the Metropolitan Water District of Salt Lake & Sandy ("MWDSLS"), Park City Municipal Corporation ("Park City"), Sandy City ("Sandy"), Salt Lake City ("SLC"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County"), the Town of Alta ("Alta"), Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), the Wasatch Front Regional Council ("WFRC") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

### RECITALS:

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSLS, Park City, Sandy, Summit Count, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the "Phase 1 Agreement") dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the "Phase II Parties") also signed the Program & Funding Agreement Mountain Accord Phase II (the "Phase II Agreement") dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new Interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement. This Agreement supersedes the Phase I Agreement and Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for 2015	Remaining Allocation for 2016 - 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	<u>0*</u>	<u>600,000*</u>
Totals	\$3,375,000	\$925,000	\$2,450,000

Note \*: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution to provide additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable but in any event within 30 days of the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. CURRENT PHASE II PROJECTS. The following Phase II projects are currently under way:

a. WFRC has a program director contract (the "Program Director Contract") with LJ Consulting. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Program Director Contract. As soon as practicable after the execution of this Agreement but in any event but in any event within 30 days of the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "*Canyons Transportation Study Contract*") with WSP / Parsons Brinckerhoff. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the execution of this Agreement but in any event but in any event within 30 days of the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received \$250,000 from the UTA Holding Account for an "Environmental Dashboard" project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received \$400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. INVOICES. Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an

“Amendment” or “Amendments”) to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.

7. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

8. TERMINATION OF THE AGREEMENT. If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

9. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.

Cottonwood Heights  
1265 East Fort Union Blvd, Suite 250  
Cottonwood Heights, UT 84047  
Email: [kcullimore@ch.utah.gov](mailto:kcullimore@ch.utah.gov)

Copy to:

William Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84133  
Telephone: (801) 530-7478  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

DRAPER CITY

Mayor Troy K. Walker  
Draper City  
1020 East Pioneer Road  
Draper, UT 84020  
Email:



METROPOLITAN WATER DISTRICT  
OF SALT LAKE & SANDY

Michael L. Wilson  
Metropolitan Water District of Salt  
Lake & Sandy  
3430 East Danish Road  
Cottonwood Heights, UT 84093  
Telephone: (801) 942.9685  
Email: [wilson@swdsls.org](mailto:wilson@swdsls.org)

PARK CITY MUNICIPAL CORPORATION

Council Member Andy Beerman  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [andy@parkcity.org](mailto:andy@parkcity.org)

Copies to:

Diane Foster, City Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [diane@parkcity.org](mailto:diane@parkcity.org)

City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan  
Sandy City  
10000 Centennial Parkway  
Sandy, UT 84070

Copy to:

Robert Wall, City Attorney  
Sandy City  
10000 Centennial Parkway  
Sandy, UT 84070  
Telephone: (801) 568-7103  
Email: [rwall@sandy.utah.gov](mailto:rwall@sandy.utah.gov)

## SALT LAKE CITY

Mayor Jackie Biskupski  
 Salt Lake City Mayor's Office  
 451 South State Street, Room 306  
 P.O. Box 145474  
 Salt Lake City, UT 84114  
 Telephone:  
 Email:  
 Copies to:

Salt Lake City Attorney  
 451 South State Street, Room 505  
 P.O. Box 145478  
 Salt Lake City, UT 84114-5478  
 Telephone: (801) 535-7788

Laura Briefer  
 Salt Lake City Department of Public Utilities  
 1530 South West Temple  
 Salt Lake City, UT 84115  
 Email: [laura.briefer@slcgov.com](mailto:laura.briefer@slcgov.com)

## SALT LAKE COUNTY

Mayor Ben McAdams  
 Salt Lake County Government Center  
 2001 South State Street, Ste N2100  
 P.O. Box 144575  
 Salt Lake City, UT 84111-4575

Copy to:

Kimberly Barnett  
 Salt Lake County Government Center  
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 P.O. Box 144575  
 Salt Lake City, UT 84114-4575

## SUMMIT COUNTY

Christopher Robinson  
 Summit county Council  
 P.O. Box 982288  
 Park City, UT 84098  
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Copy to:

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 Summit County Council

60 North Main  
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 Coalville, UT 84017  
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TOWN OF ALTA

Mayor Tom Pollard  
 Town of Alta  
 P.O. Box 8016  
 Alta, UT 84052  
 Telephone: (801) 363-5105  
 Email: [tjp@townofalta.com](mailto:tjp@townofalta.com)

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Copy to:

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
 \_\_\_\_\_

669 West 200 South  
 Salt Lake City, UT 84101

Copy to:  
 Jayme Blakesley  
 General Counsel  
 699 West 200 South  
 Salt Lake City, UT 84101  
 Email: [jblakesley@rideuta.com](mailto:jblakesley@rideuta.com)

WASATCH FRONT REGIONAL COUNCIL

Andrew S. Gruber  
 Executive Director  
 Wasatch Front Regional Council  
 295 North Jimmy Doolittle Road  
 Salt Lake City, UT 84116  
 Email: [agruber@wfrc.org](mailto:agruber@wfrc.org)

CENTRAL WASATCH COMMISSION

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

11. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows;

a. This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

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 Interlocal Act.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

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

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 mayor or chief executive officer of each Party. 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.

12. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

14. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party's signature.

COTTONWOOD HEIGHTS agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

COTTONWOOD HEIGHTS

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

DRAPER CITY agrees to provide \$120,000 (subject to required appropriations) in two annual installments of \$60,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

DRAPER CITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_



METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

PARK CITY MUNICIPAL CORPORATION agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

SANDY CITY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SANDY CITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

SALT LAKE CITY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SALT LAKE CITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

SALT LAKE COUNTY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SALT LAKE COUNTY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

SUMMIT COUNTY agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

SUMMIT COUNTY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_



TOWN OF ALTA agrees to provide \$30,000 (subject to required appropriations) in two annual installments of \$15,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF ALTA

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

UTAH DEPARTMENT OF TRANSPORTATION agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

UTAH TRANSIT AUTHORITY agrees to provide \$600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of \$200,000.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WASATCH FRONT REGIONAL COUNCIL

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CENTRAL WASATCH COMMISSION

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_



## Summary of Interlocal Agreements Creating the Central Wasatch Commission (CWC)

### CWC Interlocal Agreement (ILA)

- The CWC is being formed under the Interlocal Cooperation Act to implement the Accord
- The CWC will:
  - Engage the public and collaborate with stakeholders
  - Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking
  - Plan and implement visitor amenities, trails, and canyon stewardship
  - Conserve and protect watershed and stewardship of natural resources
- The signatories for the CWC Interlocal Agreement include Salt Lake County, Salt Lake City, Sandy City, and Cottonwood Heights
- Commissioners will include a representative (Mayors) from the above entities, plus a representative from the Wasatch Back and UDOT
- The Mountain Accord Stakeholders Council will include a broad representation of stakeholders (similar to the Mountain Accord Executive Board) and will advise the CWC

### Interlocal Assignment, Assumption, and Consent Agreement

- Transfers current and future funding from local government partners from the Mountain Accord account (held at UTA) to the CWC
- Replaces Mountain Accord Phase II ILA
- WFRC agrees to assign Program Management and Cottonwoods Transportation contracts to CWC
- Summit County agrees to continue contracting/managing I-80 / Parleys Transportation Study
- Salt Lake County agrees to continue contracting/managing Environmental Dashboard
- Signatories include Cottonwood Heights, Draper, Metropolitan Water District of Salt Lake & Sandy, Park City, Sandy, Salt Lake City, Salt Lake County, Summit County, Town of Alta, UDOT, UTA, WFRC, and the CWC

### GOED Consent Agreement

- This agreement transfers state funding (through GOED) and grant requirements to the CWC



**THE ACCORD**

July 13, 2015

The Central Wasatch mountain range is beloved by those of us who live along both sides of its ridge line. We hike, we bike, we ski, we discover wildlife, we ramble and amble and find solitude amid one of the world's most spectacular backyards. And even as these mountains are a source of peace and spiritual renewal, they are also our source for water and, literally, the reason life is possible in Utah's arid climate.

Amid threats from population growth, development pressures, and piecemeal decision-making, we know that we need to take action now to ensure we have clean water, a thriving economy, and an exemplary quality of life — not only for current generations, but for those that come after us. The time has come to truly consider the future of this precious landscape.

To that end, this Mountain Accord agreement (the 'Accord') represents the culminating commitment of more than 20 organizations who, through a voluntary, multi-year, public, consensus-based planning process agree to proceed with a suite of actions designed to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment. Over the past few decades more than 80 studies have partially examined the Wasatch but until now, no effort has built a comprehensive plan that sees the forest for the trees. We the signers intend the Accord to influence future, local, regional and statewide planning and to initiate efforts to enact meaningful protections and preservations for the Central Wasatch in the face of growing pressures on this beloved mountain range. The actions proposed in the Accord will remain transparent and engage the public, and follow regional planning, National Environmental Policy Act (NEPA), and other applicable requirements.

**RECITALS**

WHEREAS, the Central Wasatch Mountains are a treasured natural resource and we, the signers of this Accord, place a high value on the natural environment, wilderness qualities, watershed health, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water for Utah's growing urban populations and are the reason the region flourishes in Utah's arid climate;

WHEREAS, the Central Wasatch Mountains are a vital ecological unit and policies governing the unit should work together in harmony, not diverge from one another, in the interest of improving the health of the land and our watersheds;

WHEREAS, the mountain environment offers diverse recreational experiences that promote active lifestyles and enhances quality of life in the region;

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region, and a key component of Utah's tourism industry;

WHEREAS, population growth, recreation use, traffic congestion, economic development pressures, land-use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

WHEREAS, the Mountain Accord process was established by a Program Charter in February 2014 to make integrated and critical decisions regarding the future of Utah's Central Wasatch Mountains;

WHEREAS, the Utah State Legislature passed a resolution in 2012 supporting the evaluation, through a public process, of year-round transportation solutions to serve multiple recreation uses in the mountains (SCR 10) and the Mountain Accord process and other efforts that have been conducted since that time reflect the current sentiments on the issues the legislature raised;

WHEREAS, the Program Charter established the Executive Board (refer to Attachment 1: Executive Board Membership) as a consensus-based body comprised of representatives from local governments, Utah state government and legislature, federal agencies, and private business, environmental, and recreation interests;

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, FrontRunner Commuter Rail line, TRAX North-South light rail line, and I-15), on the east by Park City, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon;

WHEREAS, the Mountain Accord effort has placed a high value on public engagement, transparency, and the participation of all stakeholders;

WHEREAS, the Mountain Accord effort has engaged commercial interests and private property owners as willing participants;

WHEREAS, the Executive Board brought together more than 200 stakeholders and experts to consider future trends, visions, and goals and to create a "Blueprint" for the Central Wasatch Mountains;

WHEREAS, the Executive Board published the proposed "Blueprint" for the Central Wasatch Mountains for public comment and conducted an extensive process to collect feedback;

WHEREAS, public feedback reflected a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and

WHEREAS, the Executive Board received and incorporated public comment into this Accord document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the Executive Board.

Now, therefore, the undersigned signers of this Accord agree as follows:

## **AGREEMENT**

### **1. PURPOSE OF ACCORD**

- 1.1. The Accord represents the consensus positions of the Mountain Accord Executive Board and undersigned parties ('the signers of the Accord'). It serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.
- 1.2. The intent of the Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The signers of the Accord support a transportation system that serves these values.
- 1.3. The signers of the Accord agree to pursue federal action for land designations, land exchanges and transit/transportation solutions. The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress.
- 1.4. It is recognized by all signers of this Accord that while federal actions may occur, there are conditions outlined in the Accord that are needed to achieve the federal outcomes.
- 1.5. The signers agree to support the Accord and to work diligently and in good faith to accomplish the actions recommended in the Accord – both as a whole and within our respective jurisdictions.
- 1.6. The signers of this Accord recognize that many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.
- 1.7. Specifically, the signers of the Accord seek:
  - 1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.
  - 1.7.2. A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.
  - 1.7.3. A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports

land-use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch.

- 1.7.4. Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

## 2. INTENDED OUTCOMES

The signers of this Accord seek the following outcomes:

- 2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.
- 2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts on public land within the federal designation as shown on Attachment 5: Intended Outcomes.
- 2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.
- 2.4. Clustered Nodes**
  - 2.4.1. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.
  - 2.4.2. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).
  - 2.4.3. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.
  - 2.4.4. To the extent mountain property is developed, the signers of the Accord agree to promote development with the following characteristics:
    - thoughtfully designed to complement the natural setting and maintain open spaces,
    - compatible with the communities as defined in local land-use plans and ordinances, and
    - focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.
  - 2.4.5. To seek plans, ordinances, and policies that support the land use intentions and intended outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land use authorities, environmental organizations, property owners, and other

- interested parties.
- 2.5. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.
  - 2.6. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.
  - 2.7. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

### **3. AGREED-UPON ACTIONS**

- 3.1. To achieve the outcomes described above, the signers of this Accord agree to pursue a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, as described in the remaining sections. Because the following actions are interdependent, the signers recognize that removal, additions, or alteration of individual actions may warrant re-negotiation.

#### **3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS**

- 3.2.1. The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.
- 3.2.2. The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.
- 3.2.3. The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these

actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

- 3.2.4. The federal legislation may establish new wilderness areas as recommended by the Executive Board.
- 3.2.5. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas' respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Lands transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.6. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.
- 3.2.7. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.
- 3.2.8. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

### **3.3. LAND EXCHANGE**

- 3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.
- 3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

### **3.4. ALTA LAND EXCHANGE**

- 3.4.1. The Alta Ski Lifts Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lifts Company land (including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil's Castle) in exchange for approximately 160 acres of U.S. Forest Service land situated at the base of



- the ski area.
- 3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company-U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation.
- 3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S Forest Service is conditioned upon:
- Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
  - Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
  - Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.
- 3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed-user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base-area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.
- 3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:
- widespread and permanent protection of federal lands in Salt Lake City's municipal watersheds,
  - transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
  - no future ski resort expansion as defined in Section 3.2.2, and
  - Salt Lake City's completion of legal review.
- 3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:
- Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business



operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

- Commitment from Alta Ski Lifts Company that base area land dedicated for public purposes such as transit, public facilities, trailheads, and community spaces, etc. may be deeded to public bodies responsible for managing those uses, with appropriate deed restrictions, pending the outcome of comprehensive land use and transportation planning.
- 3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land-use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan's identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.
- 3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land-use permits would be consistent with Mountain Accord intended outcomes and existing land-use patterns in the base area and would support a thriving commercial center for all base area business owners. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.
- 3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.
- 3.4.10. Transit improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company's conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:
- Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
  - Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
  - Salt Lake City completion of legal reviews.

### 3.5. SNOWBIRD LAND EXCHANGE

- 3.5.1. Mountain Accord respects each jurisdiction's authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The

signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

- 3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:
- Salt Lake County will develop a resort zone to better define development at the Snowbird base area in accordance with Mountain Accord intended outcomes (recognizing Snowbird's existing approved master plan and associated entitlements).
  - Salt Lake City will provide additional snowmaking water to Snowbird if Snowbird (under any conditions) transfers the identified approximate 1100 acres to the U.S. Forest Service and the lands become part of the permanently protected federal designation.
  - The right to perform avalanche safety control by (especially above Snowbird and Town of Alta) will be preserved.

### **3.6. SOLITUDE LAND EXCHANGE**

- 3.6.1. Solitude Resort (referred to as 'Solitude' and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately 50 acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.
- 3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.
- 3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.
- 3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.
- 3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.
- 3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher-level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment

- assuming all permits and environmental/water quality protections would be in place.
- 3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude's expansion contains Salt Lake City watershed parcels.
  - 3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate development patterns consistent with Mountain Accord intended outcomes.

### **3.7. BRIGHTON LAND EXCHANGE**

- 3.7.1. Brighton Mountain Resort ('Brighton') agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton's land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton's special use permit in Hidden Canyon.
- 3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.
- 3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.
- 3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.

### **3.8. LAND ACQUISITION PROGRAM**

- 3.8.1. The Executive Board will create a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area. It is the intent of Mountain Accord to work with willing sellers. Where appropriate, the Executive Board will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.

### **3.9. TRANSPORTATION**

- 3.9.1. In order to achieve the outcomes described in Section 2, the signers of this Accord agree to the steps related to transportation outlined in Sections 3.10 to 3.13. Attachment 7: Transportation Connections shows key transportation corridors.

### 3.10. COTTONWOOD CANYONS

- 3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.
- 3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.
- 3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking, and biking to and in the Cottonwood Canyons.
- 3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.
- 3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:
- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
  - improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
  - a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
  - options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
  - public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.
- 3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross canyon connections will include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.
- 3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives

and environmental impacts. Subject to NEPA analysis, the signers of this Accord agree that trams, ski lifts, or other aerial modes are not recommended. Similarly, alternatives that would create increased capacity for single-occupancy vehicles are not preferred transportation options (in the context of moving people in Little Cottonwood Canyon).

3.10.8. It is recommended the NEPA process address the following questions:

- To what extent should single-occupancy vehicles be restricted or charged with fees?
- Should the transportation alternative include an independent guideway? If so, should it be on the road, near the road, or in a separate alignment outside avalanche paths?
- How can the road and selected transportation alternative be protected from avalanches?
- How can parking needs be reduced for the various alternatives?
- How can we maintain convenient access points and reasonable cost for canyon users?

### **3.11. BIG COTTONWOOD TO PARK CITY**

3.11.1. The signers of this Accord agree to further study the economic, transportation, community, and environmental detriments, benefits and impacts (both positive and negative) of a wide range of non auto-based options to connect Park City with Big Cottonwood Canyon. The study will include an analysis of carrying capacity for the broader Park City Community.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, U.S. Forest Service, the environmental community WFRC, and the Ski Resorts will develop a scope for further study and suggest next steps.

3.11.3. The study described above will be conducted through a local process (not a NEPA process) under the direction and control of the parties listed in Section 3.11.2 above. The signers of this Accord agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The signers of this Accord agree to actively support maintaining Guardsman Pass Road in its current management in winter (closed).

### **3.12. PARLEY'S CORRIDOR**

3.12.1. With the goal of connecting economic centers and recreational nodes within the Wasatch Front and Back, the signers of this Accord agree to support an Alternatives Analysis to evaluate connections between the Salt Lake Valley and the greater Park City area. The Alternatives Analysis will consider modes, corridors and termini between Salt Lake City and Salt Lake County and the greater Park City area.

3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short- and long-term mobility needs on regional travel corridors, which may include, but are not limited to, I-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and I-215. It will also consider multi-modal bicycle and pedestrian connections, including regional trails. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions, and if a federal action is identified, the signers of this Accord support initiating the NEPA environmental review process for

proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord's vision and goals.

- 3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.
- 3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

### **3.13. MILLCREEK CANYON**

- 3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.
- 3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

### **3.14. TRAILS AND CYCLING**

- 3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.
- 3.14.2. The trail plan will:
- build on the Trails Implementation Plan developed by Trails Utah;
  - be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
  - contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
  - consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.
- 3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley's Canyon (including the approaches to each canyon).
- 3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley's Corridor Alternatives Analysis.
- 3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah Olympic Park to Mid-Mountain Trail.



### **3.15. NEPA PROCESS FOR COTTONWOOD CANYONS**

- 3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public-friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.
- 3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

### **3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION**

- 3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.
- 3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

### **3.17. GOVERNANCE AND FUNDING**

- 3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and



communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

- 3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.
- 3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.
- 3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

### **3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY**

- 3.18.1. The signers of this Accord agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

**ATTACHMENTS**

1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

**INCORPORATED BY REFERENCE**

1. Mountain Accord Program Charter
2. Mountain Accord Existing Conditions and Future Trendlines Report
3. Mountain Accord Vision, Goals, and Metrics
4. Mountain Accord Idealized Systems Reports
5. Mountain Accord Trails Implementation Plan

## SIGNATURES

### Cities/Counties

Mayor Ben McAdams, Mountain Accord Executive Board Chair, Salt Lake County  
 Councilmember Chris Robinson, Mountain Accord Executive Board Vice-Chair, Summit County  
 Mayor Ralph Becker, Salt Lake City  
 Councilmember Andy Beerman, Park City  
 Mayor Kelvyn Cullimore, Cottonwood Heights  
 Mayor Tom Dolan, Sandy City  
 Mayor Tom Pollard, Town of Alta  
 Mayor Troy Walker, Draper City

### Local Districts/MPOs

Michael Allegra, Utah Transit Authority  
 Andrew Gruber, Wasatch Front Regional Council  
 Mike Wilson, Metropolitan Water District Salt Lake and Sandy

### State Government

Nathan Lee, Utah Department of Transportation  
 Alan Matheson, State of Utah Governor's Office

### State Legislators

Representative Johnny Anderson, Utah Legislature Representative Brad Dee, Utah Legislature  
 President Wayne Niederhauser, Utah Legislature, Senate President

### Private Entities

Lane Beattie, Salt Lake Chamber of Commerce  
 Joan DeGiorgio, The Nature Conservancy  
 Justin Jones, Salt Lake Chamber of Commerce  
 Carl Fisher, Save Our Canyons  
 Peter Metcalf, Outdoor Industry Association  
 Nathan Rafferty, Ski Utah

### Ski Areas

Bob Bonar, Snowbird Resort  
 Randy Doyle, Brighton Mountain Resort  
 Bob Wheaton, Solitude Resort  
 Onno Wieringa, Alta Ski Lifts Company













### Additional Signatories

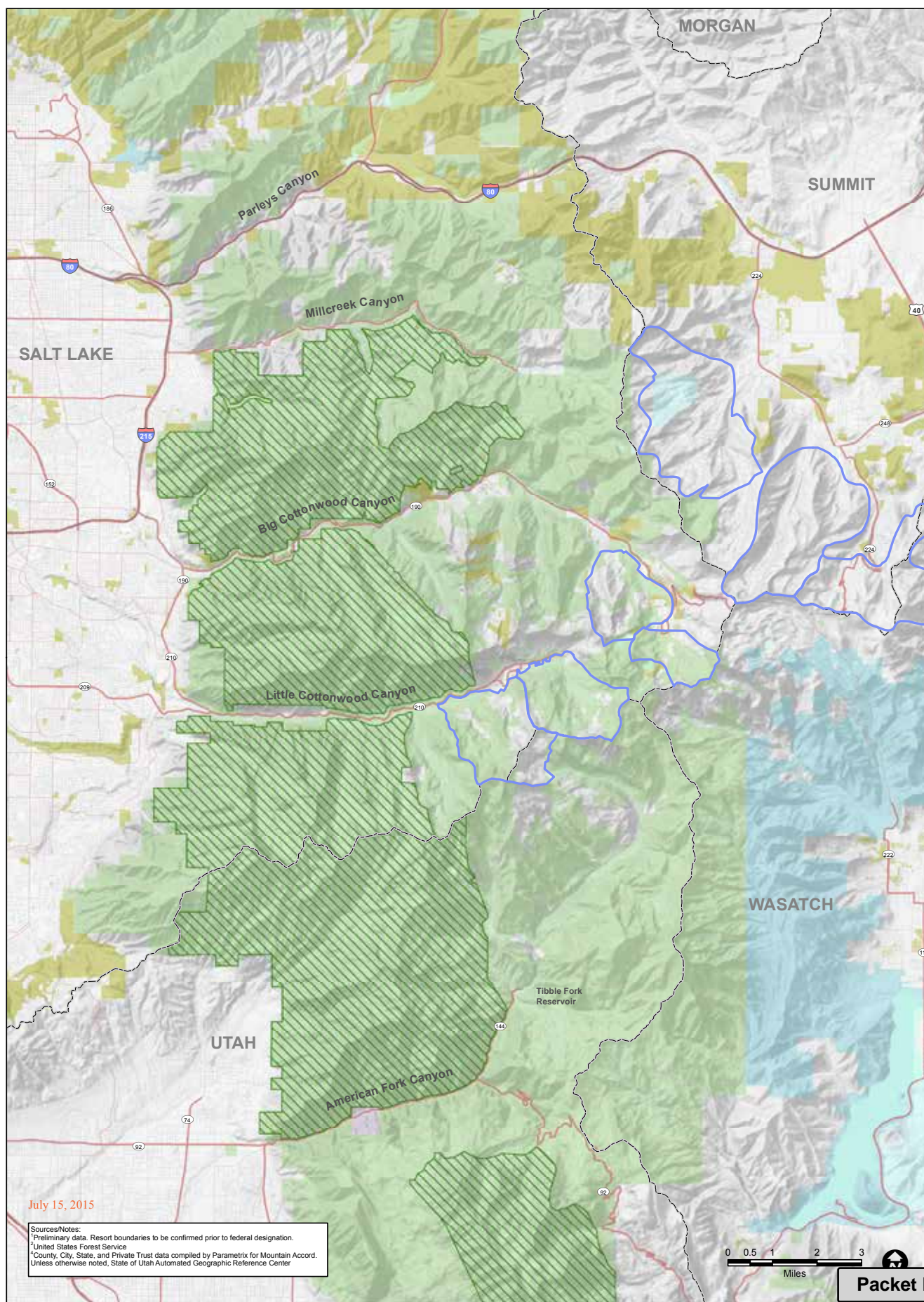


### Attachment 1: Mountain Accord Executive Board (July 2015)

<b>Cities/Counties</b>	
Mayor Ben McAdams, Chair	Salt Lake County
Councilmember Chris Robinson, Vice-Chair	Summit County
Mayor Ralph Becker	Salt Lake City
Councilmember Andy Beerman	Park City
Mayor Kelvyn Cullimore	Cottonwood Heights
Mayor Tom Dolan	Sandy City
Mike Kohler	Wasatch County (non-participating after Phase I)
Mayor Tom Pollard	Town of Alta
Mayor Troy Walker	Draper City (Phase II participant)
<b>Local Districts/MPOs</b>	
Michael Allegra	Utah Transit Authority
Andrew Gruber	Wasatch Front Regional Council
Mike Wilson	Metro. Water District Salt Lake /Sandy
<b>State Government</b>	
Nathan Lee	Utah Department of Transportation
Alan Matheson	State of Utah, Governor's Office
TBD	Governor's Office of Economic Dev. (Phase II participant)
<b>State Legislators</b>	
Representative Johnny Anderson	Utah Legislature
Representative Brad Dee	Utah Legislature
President Wayne Niederhauser	Utah Legislature, Senate President
<b>Federal Government</b>	
Linda Gehrke	Federal Transit Administration (non-signatory)
Ivan Marrero	Federal Highway Administration (non-signatory)
Dave Whittekiend/ Cathy Kahlow	US Forest Service (non-signatory)
<b>Private Entities</b>	
Lane Beattie/ Justin Jones	Salt Lake Chamber of Commerce
Joan DeGiorgio	The Nature Conservancy (Phase II participant)
Carl Fisher	Save Our Canyons
Peter Metcalf	Outdoor Industry Association
Nathan Rafferty	Ski Utah



- |                                                                                                                     |                                                                                              |                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
|  Existing Wilderness <sup>2</sup>   |  Interstate  |  Uinta-Wasatch-Cache National Forest                     |
|  Resort Area Boundary <sup>1</sup> |  Highway    |  State of Utah                                          |
|  County Boundary                   |  Major Road |  Private                                                |
|  Waters                            |  Other Road |  City, County, and Private Preserved Lands <sup>4</sup> |



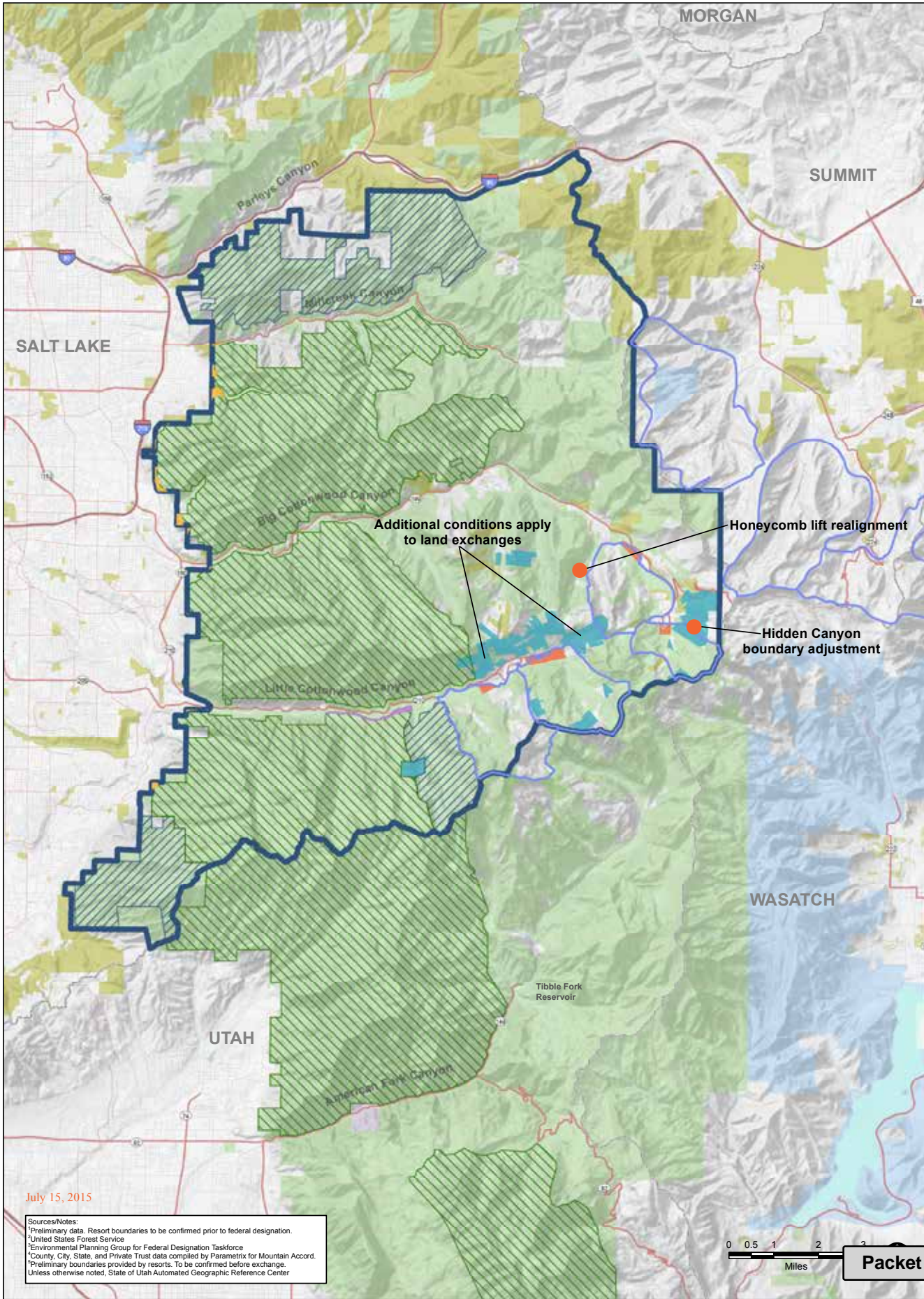
July 15, 2015

Sources/Notes:  
<sup>1</sup> Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup> United States Forest Service  
<sup>3</sup> County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center

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|---------------------------------------------------|----------------------------------------------------------------------------|-----------------|--------------------------------------------------------|
| To Become Private <sup>5</sup>                    | Resort Area Boundary <sup>1</sup>                                          | Interstate      | Uinta-Wasatch-Cache National Forest                    |
| To Become Public <sup>5</sup>                     | Existing Wilderness <sup>2</sup>                                           | Highway         | State of Utah                                          |
| Proposed Federal Designation <sup>3</sup>         | Wilderness Boundary Adjustment for Bonneville Shoreline Trail <sup>3</sup> | Major Road      | Private                                                |
| Wilderness Units Under Consideration <sup>2</sup> | Wilderness Boundary Adjustment for Avalanche Paths <sup>3</sup>            | Other Road      | City, County, and Private Preserved Lands <sup>4</sup> |
|                                                   |                                                                            | County Boundary | Waters                                                 |

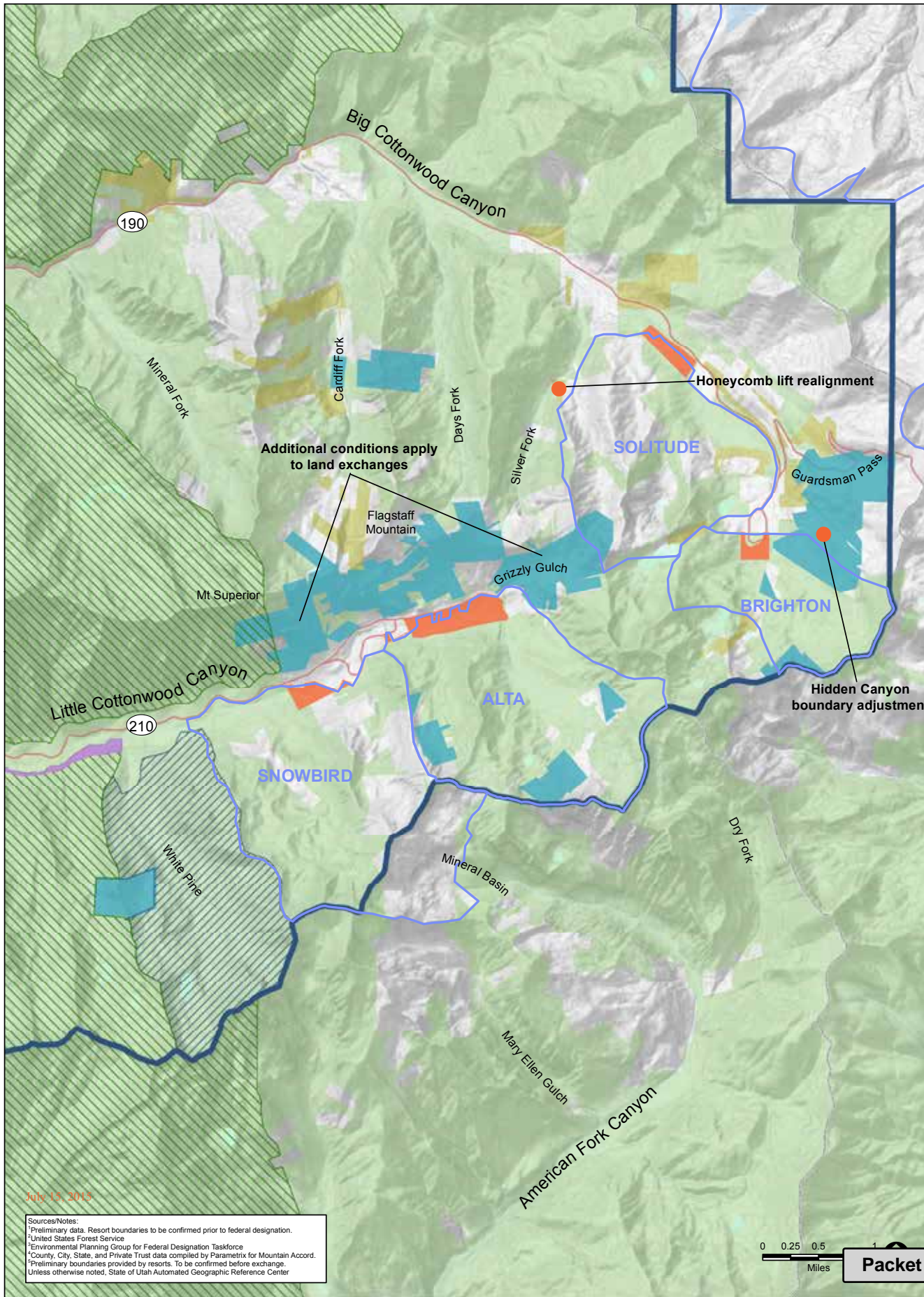


July 15, 2015

Sources/Notes:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>Environmental Planning Group for Federal Designation Taskforce  
<sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
<sup>5</sup>Preliminary boundaries provided by resorts. To be confirmed before exchange.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center




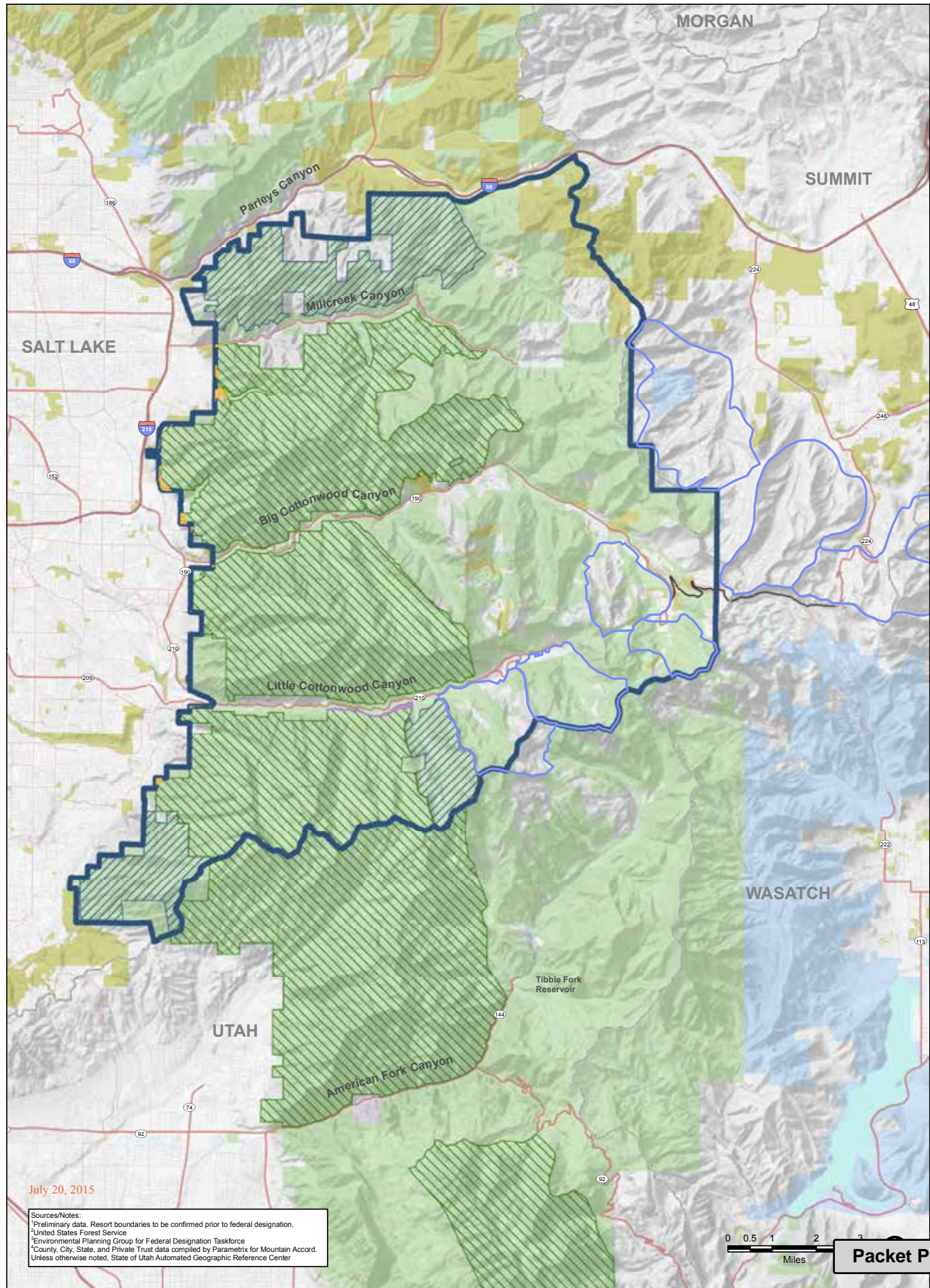
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|---------------------------------------------------|-----------------------------------------------------------------|------------|--------------------------------------------------------|
| To Become Private <sup>5</sup>                    | Resort Area Boundary <sup>1</sup>                               | Interstate | Uinta-Wasatch-Cache National Forest                    |
| To Become Public <sup>5</sup>                     | Existing Wilderness <sup>2</sup>                                | Highway    | State of Utah                                          |
| Proposed Federal Designation <sup>3</sup>         | Wilderness Boundary Adjustment for Avalanche Paths <sup>3</sup> | Major Road | Private                                                |
| Wilderness Units Under Consideration <sup>2</sup> | County Boundary                                                 | Other Road | City, County, and Private Preserved Lands <sup>4</sup> |
|                                                   |                                                                 |            | Waters                                                 |



Sources/Notes:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>Environmental Planning Group for Federal Designation Taskforce  
<sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
<sup>5</sup>Preliminary boundaries provided by resorts. To be confirmed before exchange.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center



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|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
|  Wilderness Units Under Consideration <sup>2</sup> |  Existing Wilderness <sup>2</sup>                                           |  Interstate        |  Uinta-Wasatch-Cache National Forest                      |
|  Proposed Federal Designation <sup>3</sup>         |  Wilderness Boundary Adjustment for Bonneville Shoreline Trail <sup>3</sup> |  Highway         |  State of Utah                                          |
|  Resort Area Boundary <sup>1</sup>                 |  Wilderness Boundary Adjustment for Avalanche Paths <sup>3</sup>            |  Major Road      |  Private                                                |
|                                                                                                                                     |                                                                                                                                                              |  Other Road      |  City, County, and Private Preserved Lands <sup>4</sup> |
|                                                                                                                                     |                                                                                                                                                              |  County Boundary |  Waters                                                 |



July 20, 2015

Sources/Notes:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>Environmental Planning Group for Federal Designation Taskforce  
<sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center

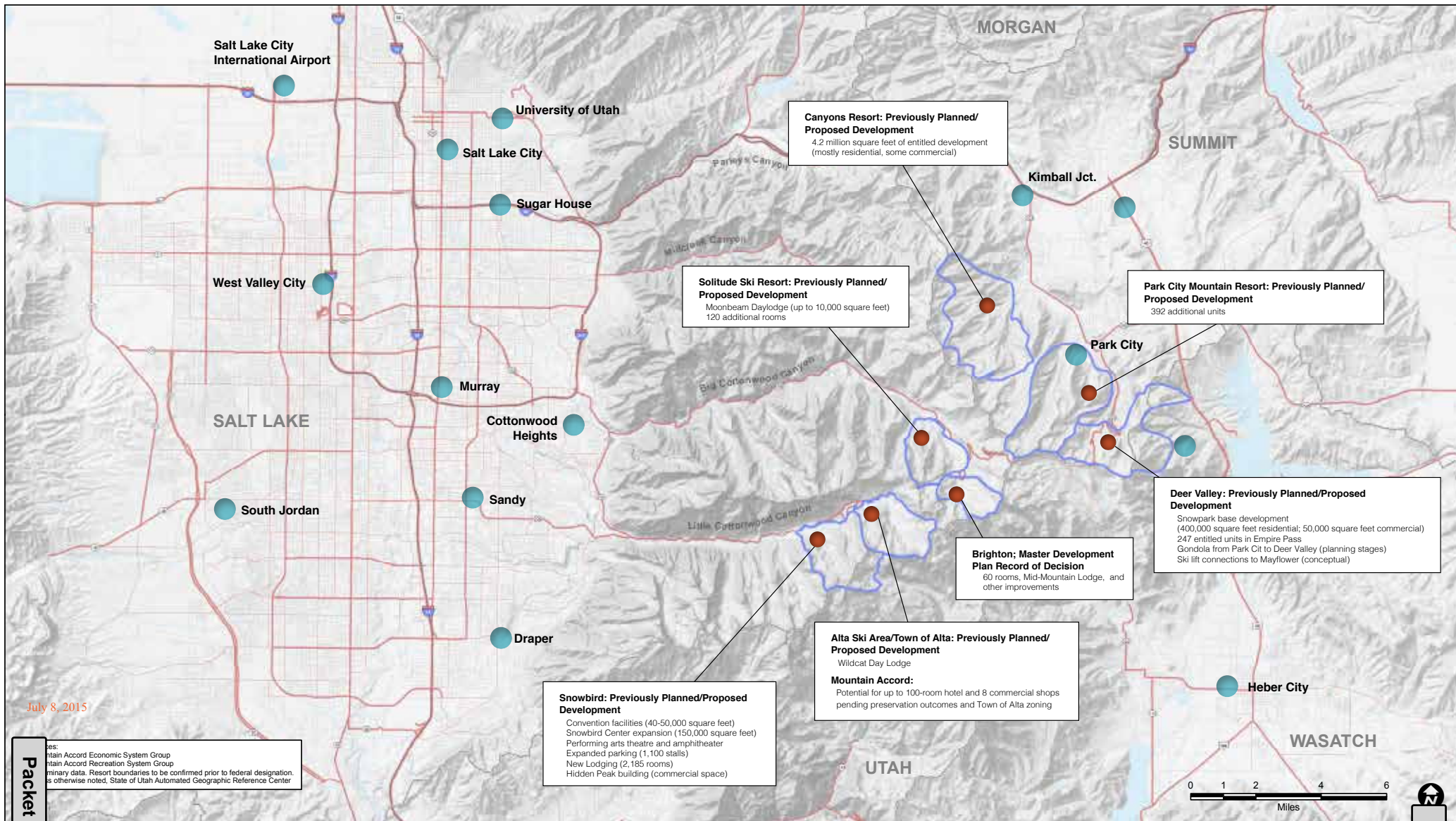
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● Economic Centers<sup>1</sup>  
● Resort Areas<sup>2</sup>

□ Resort Area Boundary<sup>3</sup>  
□ County Boundary  
□ Waters

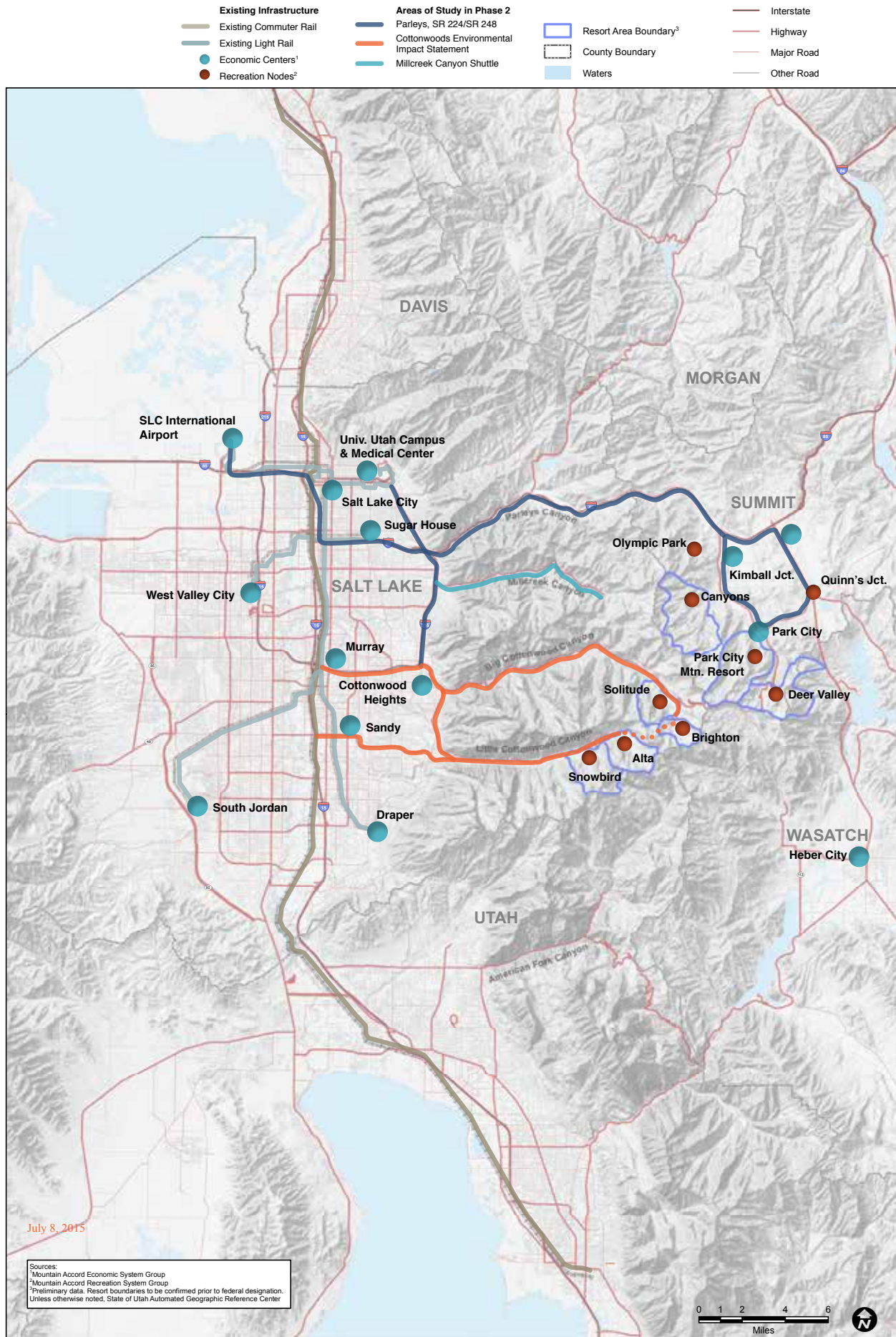
— Interstate  
— Highway  
— Major Road  
— Other Road



July 8, 2015

Notes:  
1. Mountain Accord Economic System Group  
2. Mountain Accord Recreation System Group  
3. Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
4. As otherwise noted, State of Utah Automated Geographic Reference Center





Resolution No. \_\_\_\_\_ of 2016

Authorizing the Approval of a  
Interlocal Agreement to Establish the Central Wasatch Commission  
And  
Interlocal Assignment, Assumption & Consent Agreement

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, Cottonwood Heights (“Cottonwood Heights”), Sandy City (“Sandy”), Salt Lake City (“SLC”), and Salt Lake County (“Salt Lake County”) (the “CWC Members”) are the proposed members of a new proposed interlocal entity that will be known as the Central Wasatch Commission (the “CWC”) and are all public entities that desire to enter into a cooperative agreement to establish the CWC; and

WHEREAS, the CWC Members, Draper City (“Draper”), the Metropolitan Water District of Salt Lake & Sandy (“MWDSL”), Park City Municipal Corporation (“Park City”), Summit County (“Summit County”), the Town of Alta (“Alta”), Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), and Wasatch Front Regional Council (“WFRC”) (collectively referred to as the “Parties”) are all public entities that have ongoing funding commitments to fund the Mountain Accord effort and now desire to enter into a cooperative agreement to assign those commitments to the CWC; and

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state; and

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front; and

WHEREAS, SLC, Sandy, Cottonwood Heights, Draper City, Alta, and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues; and

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues; and

WHEREAS, MWDSL is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others; and

WHEREAS, the Wasatch Front Regional Council is an interlocal entity organized as an association of governments with a mission to implement plans for multi-modal transportation systems, livable communities, and a strong and healthy environment; and

WHEREAS, the Parties have previously entered into program and funding agreements to establish the Mountain Accord effort; and

WHEREAS, by creating the CWC and assigning previously approved funding to the CWC, the Parties wish to build upon previous efforts established by the Mountain Accord effort and implement provisions of the Mountain Accord, which recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities; and

WHEREAS, Salt Lake City has particular interest in the process because of its water resources, wildlife and other natural resource values related to the Central Wasatch Mountains and would benefit from a robust regional planning and decision-making process concerning various potential land preservation, land use, and transportation actions; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement to Establish the Central Wasatch Commission and an Interlocal Assignment, Assumption & Consent Agreement; and

WHEREAS, the attached agreements have 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:

Interlocal Agreement to Establish the Central Wasatch Commission

and

Interlocal Assignment, Assumption & Consent Agreement

2. The effective date of the agreement shall be the date it is signed and recorded (where applicable) by all parties to the agreement.

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



Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

SALT LAKE CITY COUNCIL

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

ATTEST AND COUNTERSIGN:

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

APPROVED AS TO FORM:



\_\_\_\_\_  
DEPUTY SALT LAKE CITY ATTORNEY

HB\_ATTYY-#55041-v1-Resolution\_For\_Approval\_of\_CWC\_&\_Related\_Funding\_Interlocal\_Agreements\_816