

AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
SOLITUDE MOUNTAIN SKI AREA, LLC; BOYNE USA, INC, DBA BRIGHTON SKI
RESORT; SNOWBIRD RESORT, LLC; AND ALTA SKI LIFTS COMPANY
FOR PARK AND RIDE LOT MAINTENANCE

THIS AGREEMENT (the “Agreement”) is made and entered into by and between Salt Lake County, on behalf of its Department of Public Works (“County); Solitude Mountain Ski Area, LLC (“Solitude”); Boyne USA, Inc, dba Brighton Ski Resort (“Brighton”); Snowbird Resort, LLC (“Snowbird”); and Alta Ski Lifts Company (“Alta”). Collectively, these entities are sometimes referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, the Parties to this agreement previously entered into various agreements concerning the design, construction, and maintenance of park and ride facilities located at 3815 E. Big Cottonwood Canyon Rd., Cottonwood Heights, UT 84121; 8101 South 3500 East, Cottonwood Heights, UT 84121; and 4385 E Little Cottonwood Cyn Rd., Sandy, UT 84092 (collectively the “Park and Ride Lots”), and

WHEREAS, the continued maintenance of the Park and Ride Lots will promote public safety, improve canyon transportation systems, and enhance the aesthetic quality of the area; and

WHEREAS, County will concurrently enter into a separate Interlocal Agreement with and Utah Department of Transportation (“UDOT”); Utah Transit Authority (“UTA”); City of Cottonwood Heights (“Cottonwood Heights”) for the same purpose of continuing to maintain the Park and Ride Lots; and

WHEREAS, Solitude, Brighton, Snowbird, and Alta as major beneficiaries of the Park and Ride Lots desire to provide financial assistance for the maintenance of the Park and Ride Lots; and

WHEREAS, the parties to this agreement desire to apportion among themselves the costs and responsibilities for the maintenance of said Park and Ride Lots and deem it expedient and proper to enter into a written agreement whereby their respective responsibilities are particularly set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 PRIOR AGREEMENTS. All prior agreements between the Parties named above with respect to the designated Park and Ride Lots are hereby terminated and replaced by this Agreement and a concurrent Interlocal Agreement to be executed between County, UDOT, UTA, and Cottonwood Heights, attached as Attachment "A." In the event that the concurrent Interlocal Agreement is not fully executed or is terminates for any reason, this Agreement shall be deemed to have terminated and any funds held by County thereunder shall be returned to the Parties in accordance with the terms of this Agreement.

2.1 SCOPE OF SERVICES. Upon execution of this Agreement, County shall, through its Department of Public Works, furnish services as defined in Attachment "B," which is incorporated by reference and made a part of this Agreement.

2.2 County shall perform the Services in a professional, reasonable and

responsive manner in compliance with all applicable laws, ordinances and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the Agreement, and such other applicable requirements and standards of performance.

2.3 County shall only be responsible to provide services for which funding is available. In the event that the cost of providing all or some of the services in Attachment B exceed the funding available, County shall not be required to provide those services until sufficient funding has been secured. County shall have sole discretion in determining which services shall be provided in the event of insufficient funds are available, with safety related services having priority.

2.5 County shall account for costs for work performed under this Agreement and provide accounting reports to any Party upon request.

3.1 CONSIDERATION. The Parties will pay County for the services rendered under this Agreement according to the payment schedule attached as Attachment "C," which is incorporated by reference and made a part of this Agreement, in annual installments, with payments due on March 31 of each year the Agreement is in effect.

3.2 County shall place all funds collected under this Agreement in an interest bearing account. All funds deposited in this account and the accrued interest shall be dedicated to providing services under this Agreement.

3.3 Upon termination of this Agreement, the balance of the funds remaining in the account shall be divided on a pro rata basis between the Parties to this Agreement and the parties to the concurrently enacted Interlocal Agreement at the time either this Agreement or the Interlocal Agreement terminates.

4.1 TERM. This Agreement shall come into effect on January 1, 2020. The Agreement will remain in effect for two years. The Agreement shall then automatically renew for no more than three (3) additional one-year terms unless a Party gives prior written notice of its intent to withdraw from this Agreement or the concurrent Interlocal Agreement as required in Section 5.1.

4.2 Any Party may request a meeting to review Attachments B and C and propose any changes thereto. This request must be made in writing and specify a date and place for the Parties to meet, as well as state the specific issues to be addressed at the meeting. The written notice shall give at least 30 days advance notice to Parties to this Agreement as well as the concurrent Interlocal Agreement. The Parties shall meet no later than six (6) months prior to the end of the last term of this Agreement, or within two (2) months of written notice of any Party's intent to withdraw from the Agreement.

5.1 TERMINATION. Any Party to this Agreement may terminate their participation by providing all other Parties with written notice of their intent to terminate no less than six months prior to the end of the current term of the Agreement. The effective date for withdraw shall be the end of the next full term of the Agreement.

6.1 LIABILITY AND INDEMNIFICATION. County is an governmental entity under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, County is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. The County does not waives any defenses otherwise available under the Act nor does it waive any limits of liability provided by the Act.

6.2 The Parties agree to indemnify each other and hold each other harmless, subject to section 6.1, from any damages or claims for damages occurring to persons or property as a result

of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement.

7.1 ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2020.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Administrative Approvals

By: _____
Scott Baird, Department Director

By: _____
Kevyn Smeltzer, Division Director

AATF: _____

SOLITUDE MOUNTAIN SKI AREA LLC

By: _____
Title: _____

BOYNE USA, INC

By: _____
Title: _____

SNOWBIRD RESORT LLC

By: _____
Title: _____

ALTA SKI LIFTS COMPANY

By: _____
Title: _____

Attachment A
Concurrent Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
UTAH DEPARTMENT OF TRANSPORTATION; UTAH TRANSIT AUTHORITY; CITY OF
COTTONWOOD HEIGHTS
FOR PARK AND RIDE LOT MAINTENANCE

THIS AGREEMENT (the “Agreement”) is made and entered into by and between Salt Lake County, on behalf of its Department of Public Works (“County”); and Utah Department Of Transportation (“UDOT”); Utah Transit Authority (“UTA”); and the City of Cottonwood Heights (“Cottonwood Heights”). Collectively, these entities are sometimes referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, the Parties to this agreement previously entered into various agreements concerning the design, construction, and maintenance of park and ride facilities located at 3815 E. Big Cottonwood Canyon Rd., Cottonwood Heights, UT 84121; 8101 South 3500 East, Cottonwood Heights, UT 84121; and 4385 E Little Cottonwood Cyn Rd., Sandy, UT 84092 (collectively referred to as “Park and Ride Lots”), and

WHEREAS, the continued maintenance of said Park and Ride Lots will promote public safety, improve canyon transportation systems, and enhance the aesthetic quality of the area; and

WHEREAS, the parties to this agreement desire to apportion among themselves the costs and responsibilities for the maintenance of said Park and Ride Lots and deem it expedient and proper to enter into a written agreement whereby their respective responsibilities are particularly set forth;

WHEREAS, County will concurrently enter into a separate Agreement with) Solitude Mountain Ski Area, LLC (“Solitude”); Boyne USA, Inc, dba Brighton Ski Resort (“Brighton”);

Snowbird Resort, LLC (“Snowbird”); and Alta Ski Lifts Company (“Alta”) for the same purpose of continuing to maintain the Park and Ride Lots; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 PRIOR AGREEMENTS. All prior agreements between the Parties named above with respect to the designated Park and Ride Lots are hereby terminated and replaced by this Interlocal Agreement and a concurrent agreement to be executed between County, Solitude, Brighton, Snowbird, and Alta, attached as Attachment “A.” In the event that the concurrent agreement is not fully executed or is terminates for any reason, this Interlocal Agreement shall be deemed to have terminated and any funds held by County thereunder shall be returned to the Parties in accordance with the terms of this Interlocal Agreement.

2.1 SCOPE OF SERVICES. Upon execution of this Interlocal Agreement, County shall, through its Department of Public Works, furnish services as defined in Attachment “B,” which is incorporated by reference and made a part of this Agreement.

2.2 County shall perform the Services in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the Interlocal Agreement, and such other applicable requirements and standards of performance.

2.3 County shall only be responsible to provide services for which funding is available. In the event that the cost of providing all or some of the services in Attachment B exceed the funding available, County shall not be required to provide those services until sufficient funding has been secured. County shall have sole discretion in determining which

services shall be provided in the event of insufficient funds are available, with safety related services having priority.

2.4 UDOT shall provide snow removal services at the Little Cottonwood Canyon Lot (4385 E Little Cottonwood Cyn Rd., Sandy, UT 84092). UDOT shall receive an annual refund equal to their actual costs for snow removal. UDOT shall submit an invoice for their snow removal costs for no later than May 1 of each year each month such costs are incurred, which shall be paid by County within 30 days of receipt. UDOT's annual refund for snow removal services shall not exceed \$8,000.00.

2.5 County shall account for costs for work performed under this Interlocal Agreement and provide accounting reports to any Party upon request.

3.1 CONSIDERATION. The Parties will pay County for the services rendered under this Interlocal Agreement according to the payment schedule attached as Attachment "C," which is incorporated by reference and made a part of this Interlocal Agreement, in annual installments, with payments due on March 31 of each year the Agreement is in effect.

3.2 County shall place all funds collected under this Interlocal Agreement in an interest bearing account. All funds deposited in this account and the accrued interest shall be dedicated to providing services under this Agreement.

3.3 Upon termination of this Interlocal Agreement, the balance of the funds remaining in the account shall be divided on a pro rata basis between the Parties the time the Agreement terminates.

4.1 TERM. This Interlocal Agreement shall come into effect on January 1, 2020. The Agreement will remain in effect for two years. It shall then automatically renew for no more

than three (3) additional one-year terms unless a Party gives prior written notice of its intent to withdraw from the Agreement as required in Section 5.1.

4.2 Any Party may request a meeting to review Attachments B and C and propose any changes thereto. This request must be made in writing and specify a date and place for the Parties to meet, as well as state the specific issues to be addressed at the meeting. The written notice shall give at least 30 days advance notice to all Parties, including those parties to the concurrent agreement in Attachment A. The Parties shall meet no later than six (6) months prior to the end of the last term of this Agreement, or within two (2) months of written notice of any Party's intent to withdraw from the Agreement.

5.1 TERMINATION. Any Party to this Interlocal Agreement may terminate their participation by providing all other Parties with written notice of their intent to terminate no less than six months prior to the end of the current term of the Agreement. The effective date for withdraw shall be the end of the next full term of the Agreement.

6.1 LIABILITY AND INDEMNIFICATION. County, UDOT, UTA, and Cottonwood Heights are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. None of the aforementioned parties waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

6.2 The Parties agree, subject to the Utah Governmental Immunities Act, to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement.

7.1 ADMINISTRATION. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then each party shall appoint a designee to a joint board for such purpose.

8.1 INTERLOCAL COOPERATION ACT. The parties acknowledge that this Agreement is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage and archive this Agreement in accordance with the provisions of that Act.

9.1 ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2020.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Administrative Approvals

By: _____
Scott Baird, Department Director

By: _____
Kevyn Smeltzer, Division Director

**UTAH DEPARTMENT OF
TRANSPORTATION**

By: _____

Title: _____

AATF: _____

UTAH TRANSIT AUTHORITY

By: _____

Title: _____

AATF: _____

AATF: _____

CITY OF COTTONWOOD HIEGHTS

By: _____

Title: _____

AATF: _____

Attachment A
Concurrent Agreement
between
Salt Lake County, Alta, Brighton, Snowbird, and Solitude

AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
SOLITUDE MOUNTAIN SKI AREA, LLC; BOYNE USA, INC, DBA BRIGHTON SKI
RESORT; SNOWBIRD RESORT, LLC; AND ALTA SKI LIFTS COMPANY
FOR PARK AND RIDE LOT MAINTENANCE

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WHEREAS, Solitude, Brighton, Snowbird, and Alta as major beneficiaries of the Park and Ride Lots desire to provide financial assistance for the maintenance of the Park and Ride Lots; and

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of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2020.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Administrative Approvals

By: _____
Scott Baird, Department Director

By: _____
Kevyn Smeltzer, Division Director

AATF: _____

SOLITUDE MOUNTAIN SKI AREA LLC

By: _____
Title: _____

BOYNE USA, INC

By: _____
Title: _____

SNOWBIRD RESORT LLC

By: _____
Title: _____

ALTA SKI LIFTS COMPANY

By: _____
Title: _____

Attachment A
Concurrent Interlocal Agreement

Attachment B
Scope of Work

Attachment C
Payment Schedule

Attachment B
Scope of Work

ATTACHMENT B

Salt Lake County Public Works - Operations Division

Available Services for Park and Ride Lots

Service Item	Comments
Concrete Maintenance	Includes ramps, curbs, gutters and sidewalks
General Maintenance	Graffiti Removal
General Maintenance	Site Cleanup
Landscaping	
Pavement Maintenance	Includes pot hole repairs, crack sealing, slurry seals, etc.
Pavement Maintenance	Milling and overlays as needed.
Pavement Maintenance	Street sweeping.
Pavement Management	Inspections and tracking as needed.
Pavement Marking	Striping, stalls, logos, etc.
Restroom Maintenance	
Signs	Fabrication and installation.
Snow Removal	Snow plowing
Storm Drain Maintenance	Includes maintenance of storm water inlets and piping.
Street Light Maintenance	
Additional Services not performed by Salt Lake County Public Works	
Trash Pickup	By others - WFWRD
Law Enforcement	By others - UPD/Cott. Hts.
UTA Platform & Shelter	By others - UTA

NOTES:

1. Services are billed on a time and materials basis and may vary depending upon location, quantity of work, fuel costs, material costs, etc.
2. Actual costs include mobilization and travel.
3. Specific work estimates are available as needed.

December 2019

Attachment C
Payment Schedule

ATTACHMENT C

Contributions by park-and-ride lot

	LCC	BCC	Hillsborough	TOTAL
Salt Lake County	\$ 45,000	\$ 20,833	\$ 11,667	\$ 77,500
Cottonwood Heights	\$ -	\$ 20,833	\$ 11,667	\$ 32,500
UDOT	\$ 45,000	\$ 41,667	\$ -	\$ 86,667
UTA	\$ 45,000	\$ 41,667	\$ 23,333	\$ 110,000
Solitude	\$ -	\$ -	\$ -	\$ 50,000
Brighton	\$ -	\$ -	\$ -	\$ 50,000
Snowbird	\$ -	\$ -	\$ -	\$ 50,000
Alta	\$ -	\$ -	\$ -	\$ 50,000
	\$ -			
TOTALS	\$ 135,000	\$ 125,000	\$ 46,667	\$ 506,667

Contributions by year

	2020	2021	2022	2023	2024	TOTAL
Salt Lake County	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 77,500
Cottonwood Heights	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 32,500
UDOT	\$ 17,333	\$ 17,333	\$ 17,333	\$ 17,333	\$ 17,333	\$ 86,667
UTA	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 110,000
Solitude	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
Brighton	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
Snowbird	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
Alta	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
				TOTAL	\$	506,667

Attachment B
Scope of Work

ATTACHMENT B

Salt Lake County Public Works - Operations Division

Available Services for Park and Ride Lots

Service Item	Comments
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General Maintenance	Graffiti Removal
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December 2019

Attachment C
Payment Schedule

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	2020	2021	2022	2023	2024	TOTAL
Salt Lake County	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 77,500
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Solitude	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
Brighton	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
Snowbird	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
Alta	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 50,000
				TOTAL	\$	506,667