

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
APRIL 30, 2020

Project / Facility Name: UT FLAP SLA 10(1) MILL CREEK CANYON ROAD

Project Route: Mill Creek Canyon Road from 3800 S. Wasatch Boulevard (MP 0) to the Upper Big Water Trailhead (MP 10)

State: UT

County/or Agency providing funding: Salt Lake County, Utah

Owner of Federal Lands to which the Project Provides Access: U.S. Forest Service (USFS)

Entity with Title or Maintenance Responsibility for Facility: Salt Lake County, Utah

Type of Work:

Preliminary Engineering: Scoping

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration-Central Federal Lands Highway Division (FHWA-CFLHD); Salt Lake County; U.S. Forest Service (USFS)

The Program Decision Committee approved this project for scoping on:

4/1/2020

Date

AGREED:

(signature from Deputy Mayor Catherine Kanter)

xxxxxx

Salt Lake County

Date

(signature from USDA Forest Supervisor)

xxxxxx

USFS

Date

Judy Salomonson

Chief of Business Operations

FHWA-CFLHD

Date

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A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. PROJECT BACKGROUND/SCOPE

Purpose: The purpose of this project is to improve access to the Uinta-Wasatch-Cache National Forest.

Scope: The scope of this project includes:

- Improving 10 miles of Mill Creek Canyon Road from 3800 S. Wasatch Boulevard (MP 0) to the Upper Big Water Trailhead (MP 10).
- Widening to 29 feet, which includes a 5' uphill bike lane in the lower canyon and where possible in the upper canyon.
- Redesign parking to USFS standards.
- Enhance crosswalk and pedestrian safety.
- Improve drainage.
- Incorporate future transit facilities into project.

D. PROJECT BUDGET

| Item | Estimated Cost | Comments |
|--------------|-----------------|----------|
| Scoping | \$60,000 | |
| Total | \$60,000 | |

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E. ROLES AND RESPONSIBILITIES

| Responsible Party | Product/Service/Role | Comments |
|--------------------------|---|-----------------|
| FHWA-CFLHD | <ul style="list-style-type: none">• Preliminary engineering towards the development of a Scoping Summary and Project Development Plan (PDP) | |
| Salt Lake County | <ul style="list-style-type: none">• Attend reviews and meetings• Provide in a timely manner available data as requested by FHWA | |
| USFS | <ul style="list-style-type: none">• Attend reviews and meetings• Provide in a timely manner available data as requested by FHWA | |

F. ROLES AND RESPONSIBILITIES—SCHEDULE

| Responsible Lead | Product/Service/Role | Schedule Finish | Comments |
|-------------------------|-----------------------------|------------------------|-----------------------------------|
| FHWA-CFLHD | Scoping | 2021 | Project Delivery Plan Development |

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G. FUNDING

| Funding Source | Estimated Funding | Comments |
|------------------------------|--------------------------|-----------------|
| Federal Lands Access Program | \$50,000 | |
| Salt Lake County | \$10,000 | |
| Total | \$60,000 | |

If during implementation of the project it is determined that the total project cost exceeds \$60,000, the Central Federal Lands Highway Division, the Salt Lake County, and USFS will either mutually agree to reduce the scope of the project, or execute a modification to this agreement to change funding amounts.

H. MATCHING SHARE REQUIREMENTS

The Salt Lake County will provide \$10,000 to meet match requirements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section G.

I. PROJECT TEAM MEMBERS—POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

| Name/Title | Organization | Phone Number/Email |
|---------------------------------------|---------------------|---|
| Helen Peters | Salt Lake County | 385-468-4860 HPeters@slco.org |
| xxxx | USFS | (xxx) xxx-xxx xxxxxx@xxx |
| Braden Peters FHWA Project Manager | FHWA- CFLHD | (720) 963-3397 braden.peters@dot.gov |

J. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

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It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

K. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

| FHWA | Salt Lake County | USFS | Time |
|---|---|-------------|-------------|
| Braden Peters Project Manager | Helen Peters Project Manager | xxxx | 30 days |
| Wendy Longley Project Management Branch Chief | Ryan Perry Division Director | xxxx | 60 days |
| Curtis Scott, Chief of Engineering | Dina Blaes Director of Regional Development | xxxx | 90 days |

L. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.