



Ski Bus Priority Access Program Letter of Agreement

From: Central Wasatch Commission
311 S. State St.
Suite 330
Salt Lake City, UT 84111

To: Mayor Monica Zoltanski
10000 S. Centennial Parkway
Sandy, UT 84070

Date: October 1, 2024

Greetings,

This letter (this "Agreement") serves as the continued agreement between Sandy City ("Sandy") and the Central Wasatch Commission (the "CWC") to provide a traffic control and ski bus priority access service for Utah Transit Authority and partner ("UTA") ski buses and other transit vehicles (collectively, "ski buses"). Initial negotiations took place from 2021 to 2022. We have updated this agreement for 2024-2025. If this Agreement is acceptable to you, please sign below in the space designated for your signature.

We have agreed as follows:

1. Agreement

- Sandy's police department ("SPD"), when resources are available, will provide a ski bus priority access service **along 9400 South between Highland Drive and the mouth of Little Cottonwood Canyon (Route 994), and along Wasatch Boulevard west of the mouth of Little Cottonwood Canyon.**
 - SPD will direct vehicles waiting to enter the canyon to line up on the northbound shoulder of Wasatch Boulevard south of Little Cottonwood Canyon Road, thereby keeping Route 994 clear for ski buses.
- The service will happen solely, and contingent on available resources, on canyon closure days, holidays, and weekends.
- The CWC will be responsible for overtime incurred by SPD in providing this service (including weekdays before 8:00am and after 5:00pm, and on weekends and holidays) whenever there is significant traffic congestion impacting UTA's ability to deliver its published ski bus service.
- Sandy City Police Department will implement a ski bus priority access service for ski buses during the 2024-2025 winter season, to begin on November 29, 2024 and end on April 12, 2025.
- SPD will invoice the CWC on a monthly basis for services rendered during the previous month regarding the ski bus bypass service, not to exceed a total of \$50,000 for the 2024-2025 ski season.

2. Term

The term of this Agreement ("Term") will commence as of November 29, 2024, and will continue in effect through April 12, 2025, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.

3. Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

4. Notice

Any notices to be given under this Agreement by either of us may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

5. No Other Agreement

This Agreement contains the entire agreement between us. No part of this Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

6. Governing Law

This Agreement shall be interpreted in accordance with the laws of Utah. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that if any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

7. Attorney's Fees

We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

8. Remedy of the Parties

Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

9. Assignment

This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.



10. Relationship of the Parties

It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.

11. Termination

Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

- a) A breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement;
- b) A Force Majeure Event that continues for a period of thirty (30) days; or
- c) The death or incapacity of either of us during the Term.

In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

12. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

CENTRAL WASATCH COMMISSION

ATTEST:

By: _____

Jeff Silvestrini, Chair

Date: October 1, 2024

By: _____

Christopher F. Robinson, Secretary

SANDY CITY

ATTEST:

By: _____

Monica Zoltanski, Mayor

Date: _____, 2024

By: _____

_____, Recorder