

# CENTRAL WASATCH COMMISSION

## RESOLUTION No. 2022-12

### A RESOLUTION APPROVING ENTRY INTO THE SECOND AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT WITH UTAH STATE UNIVERSITY FOR A VISITOR USE STUDY FOR BIG AND LITTLE COTTONWOOD CANYONS

**WHEREAS**, UTAH CODE ANN. § 11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, the Central Wasatch Commission (“CWC”) and Utah State University (“*University*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, effective 5 April 2021 CWC and University entered into an “Interlocal Cooperation Agreement (Visitor Use Study for Big and Little Cottonwood Canyons)” (the “*Agreement*”) whereunder University agreed to conduct a visitor use study for Big and Little Cottonwood Canyons (the “*Use Study*”); and

**WHEREAS**, the Use Study is divided into two phases: “*Phase 1*,” meaning the Phase 1 Work described or referred to in University’s original proposal (the “*Phase I Proposal*”) attached to the Agreement, and “*Phase 2*” meaning all other Work described or referred to in the Proposal, with the Phase 2 Work being further subdivided into ecological, physical (collectively, the “*EP Aspects*”) and social aspects (“*Social Aspects*”); and

**WHEREAS**, the Agreement provides that the final description of the Phase 2 Work will be specified in a revised or supplemental Proposal to be adopted by the Parties through an amendment to the Agreement; and

**WHEREAS**, University’s proposal for the EP Aspects of the Phase 2 Work was approved by the first amendment to the Agreement (the “*First Amendment*”) that was approved by CWC under its Resolution 2021-17, with the First Amendment also providing that completion of the Social Aspects of the Phase 2 Work would be covered by a future additional proposal by University; and

**WHEREAS**, University has prepared and submitted for CWC’s approval a proposal (the “*Social Aspects Proposal*”) for completion of the Social Aspects of the Phase 2 Work, and CWC and University now desire to further amend the Agreement, as previously amended by the First Amendment, as provided in a “Second Amendment to Interlocal Cooperation Agreement (Visitor Use Study for Big and Little Cottonwood Canyons)” (the “*Second Amendment*”); and

**WHEREAS**, CWC’s Board of Commissioners (the “*Board*”) met in regular session on 7 March 2022 to consider, among other things, approving CWC’s entry into the Second Amendment; and

**WHEREAS**, the Board has reviewed the form of the Second Amendment, a photocopy of which is annexed hereto; and

**WHEREAS**, CWC's attorney also has approved the form of the Second Amendment as required by UTAH CODE ANN. §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Board has determined that it is in the best interests of CWC and its constituents to approve CWC's entry into the Second Amendment as proposed in order to make efficient use of CWC's resources;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Central Wasatch Commission that the attached Second Amendment is hereby approved, and that CWC's chair and secretary are authorized and directed to execute and deliver the Second Amendment on behalf of CWC.

This Resolution, assigned no. 2022-12, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 7<sup>th</sup> day of March 2022.

**ATTEST:**

**CENTRAL WASATCH COMMISSION**

By: \_\_\_\_\_  
**Jeff Silvestrini**, Secretary

By: \_\_\_\_\_  
**Christopher F. Robinson**, Chair of the Board

**VOTING OF THE BOARD:**

Roger Bourke	Yea ___ Nay ___
Jim Bradley	Yea ___ Nay ___
Max Doilney	Yea ___ Nay ___
Dan Knopp	Yea ___ Nay ___
Erin Mendenhall	Yea ___ Nay ___
Christopher Robinson	Yea ___ Nay ___
Jeff Silvestrini	Yea ___ Nay ___
Michael Weichers	Yea ___ Nay ___
Jennifer Wilson	Yea ___ Nay ___
Monica Zoltanski	Yea ___ Nay ___

**DEPOSITED** in the office of the Secretary this 7<sup>th</sup> day of March 2022.

**FILED AND RECORDED** this \_\_\_ day of March 2022.

## Second Amendment to Interlocal Cooperation Agreement (Visitor Use Study for Big and Little Cottonwood Canyons)

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT** (this “*Amendment*”) is made effective 7 March 2022 by and between the **CENTRAL WASATCH COMMISSION**, an interlocal entity of the state of Utah whose address is 41 North Rio Grande Street, Ste. 102, Salt Lake City, UT 84101 (“*CWC*”), and **UTAH STATE UNIVERSITY**, an institution of higher education and a body corporate and politic of the state of Utah whose address is c/o Jordan W. Smith, Ph.D., Institute of Outdoor Recreation and Tourism, Utah State University, Logan, UT 84321-5215 (“*University*”). In this Amendment, CWC and University are each a “*Party*” and collectively are “*Parties*.”

### **RECITALS:**

A. Effective 5 April 2021, the Parties entered into an “Interlocal Cooperation Agreement (Visitor Use Study for Big and Little Cottonwood Canyons)” (the “*Agreement*”) whereunder University agreed to conduct a visitor use study for Big and Little Cottonwood Canyons (the “*Use Study*”).

B. The Use Study is divided into two phases: “*Phase 1*,” meaning the Phase 1 Work described or referred to in University’s original proposal (the “*Phase I Proposal*”) attached to the Agreement, and “*Phase 2*” meaning all other Work described or referred to in the Proposal, with the Phase 2 Work being further subdivided into ecological, physical (collectively, the “*EP Aspects*”) and social aspects (“*Social Aspects*”). The Agreement provides that the final description of the Phase 2 Work will be specified in a revised or supplemental Proposal to be adopted by the Parties through an amendment to the Agreement.

C. University’s proposal for the EP Aspects of the Phase 2 Work was approved by the first amendment to the Agreement (the “*First Amendment*”) that was approved by CWC under its Resolution 2021-17. The First Amendment also provided that completion of the Social Aspects of the Phase 2 Work would be covered by a future additional proposal by University.

D. University has submitted for CWC’s approval a proposal (the “*Social Aspects Proposal*”) for completion of the Social Aspects of the Phase 2 Work. A copy of the Social Aspects Proposal is attached as an exhibit to this Amendment.

E. CWC has reviewed and approved the Social Aspects Proposal, and the Parties now desire to amend the Agreement, as previously amended, as provided in this Amendment to formally adopt the Social Aspects Proposal.

### **AGREEMENT:**

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Defined Terms.** Unless otherwise defined in this Amendment, all capitalized “terms of art” in this Amendment shall have the same meanings and definitions as in the Agreement.

Section 2. **Phase 2.** The scope of Work to complete the Use Study is hereby further amended and augmented to include the Social Aspects of the Phase 2 Work that is described in the Social Aspects Proposal attached to this Amendment, the terms and conditions of which are incorporated herein by this reference.

Section 3. **Payment Schedule.** CWC's payment obligation under the Agreement, as amended by this Amendment, is hereby further amended as provided in the Social Aspects Proposal, under which CWC will pay up to \$66,500.00 in additional funds for University's full and timely performance and completion of the Social Aspects of the Phase 2 Work.

Section 4. **Project Schedule.** The schedule for completing the Social Aspects of the Phase 2 Work shall be as specified in the Social Aspects Proposal, with an anticipated outside completion date of 31 December 2022.

Section 5. **No Other Modifications.** Except as specifically amended in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect between the parties.

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

**CWC:**

**ATTEST:**

**CENTRAL WASATCH COMMISSION**

By: \_\_\_\_\_  
**Jeff Silvestrini, Secretary**

By: \_\_\_\_\_  
**Christopher F. Robinson, Chair**

**APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:**

By: *Wm. Shane Topham*  
**Wm. Shane Topham, CWC Attorney**

**UNIVERSITY:**

**ATTEST:**

**UTAH STATE UNIVERSITY**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:**

By: \_\_\_\_\_  
\_\_\_\_\_, University's Attorney

# Exhibit to Second Amendment to Interlocal Cooperation Agreement

## Central Wasatch Visitor Use Study

### Supplemental Study of Social Resource Conditions

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In addition to the scope of work outlined in the prior proposal(s), on-site intercept surveys will be conducted to generate estimates of total forest visits, activity profiles, economic benefits, perceptions of crowding, and visitorsatisfaction for each of the canyons within the study area (Big Cottonwood, Little Cottonwood, and Millcreek Canyon).

Utah State University (“USU”) will deploy a social assessment field team (two full-time staff) to conduct on-site surveys during 175 sampled site-days within Big Cottonwood, Little Cottonwood, and Millcreek Canyon. Data collection will run from October 1, 2021, to September 30, 2022, to capture a full year of use throughout the canyons. Data collection will follow the USDA Forest Service’s National Visitor Use Monitoring protocol and the survey calendars provided by the USDA Forest Service. By following the National Visitor Use Monitoring protocol, USU will be able to generate estimates of total forest visits, activity profiles, economic benefits, perceptions of crowding, and visitor satisfaction for each of the three canyons. USU will compare each of these attributes across the three canyons as well as with the rest of the Uinta-Wasatch-Cache National Forest.

#### *Outcomes*

- Summary statistics characterizing total forest visits, activity profiles, economic benefits, perceptions of crowding, and visitor satisfaction for each canyon.
- Measures of association between perceptions of crowding and amount/types of currentuse for specific recreation settings where sufficient data are available.

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### Supplemental Study Expense Breakdown

#### **Senior Personnel – Total request: \$21,170.00**

Funds are requested for summer salary for PI Smith (\$6,600.00), and salary support for Co-PI Lamborn (\$14,570.00).

#### **Other Personnel – Total request: \$27,352.00**

*Field Technicians* – Funds are requested to support two wage hourly field technician to assist withconducting the on-site visitor use surveys (\$27,352.00).

#### **Fringe Benefits – Total request: \$12,114.25**

*Senior Personnel* (\$9,844.05) – Fringe benefits are requested for all senior personnel based upon USU standard benefits rate for faculty and full-time staff (46.5%).

*Field Technicians* (\$2,270.22) – Fringe benefits are requested for the project’s wage hourly field technicians. Fringe benefits are calculated at USU standard benefit rate for hourly employees (8.30%).

#### **Travel – Total request: \$5,863.73**

*Travel* (\$5,863.73) – Funds are requested to cover travel for project personnel to

conduct site visits and conduct the on-site surveys.

**Total Direct Costs: \$66,500.00**

**Indirect Costs (0%): \$0**

**Total Amount Requested: \$66,500.00**