

APPENDIX H

Interlocal Cooperative Agreement

**Between Uintah County
&
Utah Division of Wildlife Resources**



State of Utah
DEPARTMENT OF NATURAL RESOURCES

COPY

MICHAEL R. STYLER
Executive Director
Division of Wildlife Resources

GREGORY S. BELL
Lieutenant Governor

JAMES F. KARPOWITZ
Division Director

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October 1, 2009

Mike McKee
Uintah County Commissioner
147 East Main
Vernal, UT 84078

Subject: **INTERLOCAL COOPERATIVE AGREEMENT**

Dear Commissioner McKee:

Attached is the signed Interlocal Cooperative Agreement between Uintah County and Utah Division of Wildlife Resources. This agreement is the culmination of several meetings among local, state and federal entities. It will assure the improvement of the Seep Ridge Road in Uintah County does not negatively impact the mule deer herd.

Please don't hesitate to contact Kevin Christopherson or myself if you have any questions or concerns. We look forward to working with Uintah County during this project.

Sincerely,

Carmen L. Bailey
Impact Analysis Coordinator

Cc: Kevin Christopherson, UDWR NERO Regional Supervisor
Judy Edwards, Utah PLPCO
Mike Stiewig, BLM Vernal Field Office



INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement is entered into by and between UINTAH COUNTY, hereinafter referred to as "COUNTY", the UTAH DIVISION OF WILDLIFE RESOURCES hereinafter referred to as "UDWR" each a political subdivision of the State of Utah, as of the 1st day of October, 2009. The purpose of formalizing and memorializing the agreement is to assure the improvement of the Seep Ridge Road in Uintah County does not negatively impact the mule deer herd.

RECITALS

WHEREAS, the Utah Interlocal Co-Operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), permits local governmental units including cities, counties, political subdivisions of the State of Utah and the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to more efficiently provide governmental facilities, services and improvements to the general public; and

WHEREAS, UDWR desires to cooperate with the COUNTY in its maintenance and improvement of a roadway in Uintah County commonly referred to as "the Seep Ridge Road" so to minimize and mitigate the impact to wildlife; and

WHEREAS, neither party hereto intend this agreement to create an independent entity; and

WHEREAS, the COUNTY has the ability to conduct the envisioned maintenance and improvement of the aforementioned road in a manner which is mutually advantageous to the parties hereto; and

WHEREAS, UDWR has significant interest in the wildlife resources which exist in the area surrounding the proposed maintenance and improvement; and

WHEREAS, this Interlocal Cooperative Agreement shall not become effective until it is first approved by Resolution of the Board of County Commissioners of Uintah County and official of UDWR who is authorized by law to contractually bind that Agency as evidenced by the execution hereof by the appropriate officers of UDWR and the COUNTY.

NOW, THEREFORE, the COUNTY and UDWR hereby express their commitments and agree as follows:

Article I SCOPE OF THE AGREEMENT

The COUNTY and UDWR enter into this agreement to facilitate the maintenance and improvement of a roadway in Uintah County commonly referred to as "the Seep Ridge Road" so to minimize and mitigate the impact to wildlife.

Article II
OBLIGATIONS OF THE PARTIES

UDWR and the COUNTY will work together to address the following items:

- 1) UDWR will provide the COUNTY with a proposal to analyze current data to determine an estimate of current mule deer road kills on the improved portions of the Seep Ridge Road. UDWR will provide population models to develop a "trigger" amount of road kills based on data of current conditions. The trigger number would indicate a point at which the Book Cliffs herd experience detrimental losses to their population from road kills. UDWR and the COUNTY will reach an agreement as to an acceptable loss limit baseline.
- 2) The COUNTY will fund a study for five years beginning November 1, 2009. The study will be conducted along the Seep Ridge Road on the entire portion to be paved. The proposed study will include regular road kill counts with GPS coordinates and include collaring adult doe deer with GPS enabled radio collars for the same time period to document daily use patterns along the Seep Ridge Road. UDWR may elect to use the USU Cooperative Unit, which also has extensive experience in solving wildlife passage issues along roadways in Utah, to conduct this study.
- 3) If the number of road kills on Seep Ridge Road exceeds the trigger amount, then the COUNTY agrees to provide mutually agreed upon mitigation measures. The specific mitigation features will be determined by the BLM, UDWR, the County, and other experts, as needed, and may include speed reduction, seasonal adjustments, fencing, crossing structures or other appropriate measures.
- 4) The COUNTY agrees to plan and install during the design engineering and construction any required mule deer crossing structures to provide permanent functional passage for mule deer across Seep Ridge Road. These passages will include some fencing around the structures to encourage wildlife usage. The COUNTY and UDWR will confer on locations.
- 5) The COUNTY and UDWR agree that they will mutually work toward the goal of utilizing the most efficient and effective mitigation measures reasonably available to them under the conditions which exist in the area impacted by the proposed work.

Article III
INTERLOCAL AGREEMENT TO BE KEPT ON FILE

The COUNTY and UDWR each covenant that this Interlocal Cooperative Agreement shall be filed with its keeper of records.

**Article IV
REPRESENTATIONS**

The COUNTY and UDWR each represent and warrant that it is a political subdivision, or division of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Cooperative Agreement and to carry out its obligations hereunder.

**Article V
NO LITIGATION REPRESENTATION**

The COUNTY and UDWR each represent and warrant that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which they are a party or to which any of its property is subject which if determined adversely to the parties, would individually or in the aggregate (i) affect the validity or the enforce ability of this Interlocal Cooperative Agreement, or (ii) otherwise materially adversely affect the ability of the COUNTY to comply with its obligations under this Interlocal Cooperative Agreement or the transactions contemplated by this Interlocal Cooperative Agreement.

**Article VI
TERMINATION**

This Interlocal Cooperative Agreement shall be in full force and effect and be legally binding upon the COUNTY and UDWR only after its approval and execution by the appropriate officers of UDWR and the COUNTY. Thereafter this Interlocal Cooperative Agreement shall continue as a binding contract and shall not terminate for twenty (20) years after the effective date of this Interlocal Cooperative Agreement.

**Article VII
ASSIGNMENT**

Neither party hereto may assign any interest herein without consent of the other party to this Interlocal Cooperative Agreement. The terms of this Interlocal Cooperative Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the parties.

**Article VIII
COUNTERPARTS**

This Interlocal Cooperative Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Interlocal Cooperative Agreement.

**Article IX
ENTIRE AGREEMENT**

This Interlocal Cooperative Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire contract between the parties concerning the employment of personnel.

**Article X
AMENDMENT**

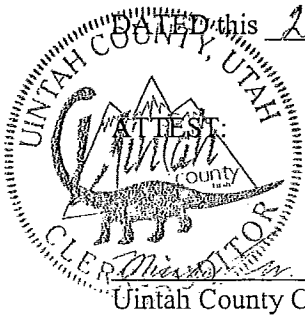
This Interlocal Cooperative Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of the Parties.

**Article XI
SEVERABILITY**

Whenever possible each provision of this Interlocal Cooperative Agreement shall be interpreted in such a manner as to be valid; but, if any provision of this Interlocal Cooperative Agreement shall be held, in a final judicial determination, to be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Cooperative Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Cooperative Agreement frustrate the intended purpose of the parties, as expressed herein, such invalidity shall cause this Interlocal Cooperative Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo as though this Interlocal Cooperative Agreement had not been signed.

IN WITNESS WHEREOF, the parties have caused this Interlocal Cooperative Agreement to be executed by their duly authorized representatives as of the date first written above.

DATED this 28 day of September, 2009.



Marilyn
Uintah County Clerk/Auditor

BOARD OF UINTAH COUNTY
COMMISSIONERS:

Barlene R. Burns
Chairperson

DATED this 1 day of October, 2009.

UTAH DIVISION OF WILDLIFE RESOURCES

James J. Karpowicz
, Director
Utah Division of Wildlife Resources

