

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of [DATE] (the Effective Date”) by and between the **Alta Ski Lifts Company** (“ASL”), a Utah corporation, and the **Town of Alta** (“TOA”), a municipality incorporated in Utah. ASL and TOA are also individually referred to as “Party” and collectively as “Parties.”

RECITALS

Whereas, TOA manages parking areas on the North side of Utah State Road 210 that include land owned by TOA and National Forest System lands (“NFS”) over which the Utah Department of Transportation maintains an easement from the United States Forest Service (“USFS); and

Whereas, ASL possesses a special use permit with the USFS that includes vehicle parking areas east of the Snowpine lodge (Grizzly and Albion lots), parking areas on NFS lands on the South side of State Road 210 between the Rustler and Alta Lodge and parking areas in the Wildcat Parking area; and

Whereas, demand for vehicle parking has increased significantly to the point that available space is not sufficient, particularly on weekends, holidays, or fresh snow days; and

Whereas, ASL and TOA have historically worked jointly to allocate and manage parking for safety, snow removal, and access to property within the town; and

Whereas, ASL and TOA desire to manage parking for various users, including guests, residents, businesses employees and operators, and other visitors; and

Whereas, ASL has stated it intends to implement a parking permit program charging fees in its parking areas on weekends and holidays; and

Whereas, historically allowing unrestricted parking necessitated occasionally and temporarily closing the state road into the TOA due to no available parking, resulted in unlawful parking and unsafe parking in avalanche areas, and required significant resources of the TOA Marshal’s Office; and

Whereas, implementing managed parking cooperatively between ASL and TOA will consolidate parking needs into designated areas, facilitate parking management, including snow removal, overnight parking, and reduce visitor parking problems, and encourage carpooling and the use of public transit.

NOW THEREFORE, in exchange for the consideration described below, and the mutual promises, covenants, and conditions described below, the Parties hereby agree as follows:

AGREEMENT

The Recitals set forth above are hereby expressly incorporated into and made a part of this MOU.

1. **PURPOSE** To facilitate parking management and address community needs, TOA and ASL agree to designate all parking on the North side of State Road 210, from the UDOT garages to the East end of the current overnight parking in Grizzly Gulch, as TOA managed parking. Allocation of vehicle parking within this designated area will be managed by the TOA.

2. **TERMS**

a. ASL agrees to assign control within its USFS Special Use Area of the North side of State Road 210 from the Snowpine lodge to the end of the current overnight parking area in the Grizzly lot, to utilize as TOA managed vehicle parking. A map depicting the managed area is incorporated by reference as Attachment A.

b. TOA agrees to allocate ASL sixty (60) parking permits in the area described in Section 1. Assignment of a vehicle parking allocation does not guarantee a physical location to park a vehicle. ASL agrees not to designate more than sixty (60) vehicle parking users in this area on any one day or consecutive days during the Operating Period.

c. The TOA Marshal's Office agrees to patrol ASL parking lots and assist with public safety issues and safety related parking issues, consistent with historical practice. This is also contingent on an ordinance and agreement executed between ASL and TOA pursuant to Utah Code Ann. § 41-6a-214.

3. **CONTINGENT APPROVAL** This MOU is subject to the USFS authorizing TOA to implement a permit parking program in a special use permit.

4. **TERM** The term of this MOU will commence on the November 1 and continue through May 31, 2021 (the "Initial Term").

Upon expiration of the Initial Term, the parties shall meet and confer no later than August 1 of the year of expiration to determine whether to continue this MOU. If the parties agree to continue this MOU, it shall extend for an additional one (1) year period (the "Renewal Term") from November 1 through May 31 of each subsequent year.

As used in this MOU, the Initial Term, Renewal Term shall be referred to as the "Term." The dates from November 1st through May 31st shall be referred to as an "Operating Period."

5. **NOTICE OF CHANGES** Both parties shall notify the other party if it intends on making material changes to its parking plan that will affect the parking space of the other party at least 30 days prior to any such change taking effect.

In addition, ASL will identify to TOA the individuals or parties to which it allocates the 60 TOA parking permits (described in paragraph 2(b) above) by December 1 of the Operating Period and advise TOA of any changes to that allocation at the time of the change.

6. **TERMINATION** Either party will have the right to terminate this MOU in the event the other party fails to perform any of the terms and conditions specified herein, on condition that the responsible party has been notified in writing by the non-breaching party and that the responsible party has not corrected the failure within fifteen days (15), or such additional time as is reasonably necessary, of its receipt of written notice.

In addition, either party may terminate this MOU with 30 days written notice for any other reason than a failure to perform as described above in this paragraph.

7. **MISCELLANEOUS**

a. **Indemnity.** The TOA and ASL covenant and agree to indemnify, hold harmless and defend each other from all fines, suits, claims, demands, and actions of any kind and nature related to the terms of this MOU and each party's operations hereunder and agree to assume all the risk in the operation of its activities hereunder, and each party is solely responsible and answerable in damages for any and all accidents or injuries to persons or property in each party's respective parking areas.

b. **No Assignment Without Prior Consent.** The covenants and agreements contained within this MOU shall apply to the benefit of and be binding upon the parties and shall not be assigned without the prior written consent of both parties.

c. **Paragraph Headings.** The paragraph headings as to the contents of particular paragraphs listed only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

d. **Contact Information/Communication.** Any correspondence or communication may be issued to the below-listed address or phone number of the parties:

If to ASL:

Michael R. Maughan, General Manager
P.O. Box 8007
Alta, Utah 84092
Telephone No.: 801-799-2265

Email: mikem@alta.com

If to TOA:

Chris Cawley, Assistant Town Administrator
PO Box 8016
Alta, Utah 84092
Telephone No.: 801-363-5105
Facsimile No.: 801-742-1006
Email: ccawley@townofalta.com

e. **Modification.** This MOU will constitute the entire agreement between the parties hereto, and it may not be amended except in a written document signed by each party.

f. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this MOU, but this MOU will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated in this MOU to be unreasonable.

g. **Entire Agreement.** This MOU and any attached exhibits or attachments hereto constitute the entire agreement between the Parties and supersedes all other prior writings, communications, and understandings.

h. **No Waiver.** Any failure of a Party to enforce that Party's rights under any provision of this MOU shall not be construed or act as a waiver of said Party's right to enforce any of the provisions contained herein.

i. **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. A signature sent by facsimile or via email shall have the same force and effect as an original signature.

8. **GOVERNING LAW.** This MOU will be governed by and construed in accordance with the laws of the state of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above-written.

TOWN OF ALTA

Harris Sondak, Mayor

ATTEST:

Piper Lever, Town Clerk

Alta Ski Lifts Company

By: _____
Name

Its: _____
Position

2021 ASL-TOA MOU Exhibit A

- Untitled layer
- Town Managed Parking
 - Town Managed Parking

