

6/14/06

**INTER-LOCAL COOPERATION AGREEMENT/
MEMORANDUM OF UNDERSTANDING
(MOU) 06-MU-11046000-066**

**for the
BEAR RIVER HERITAGE AREA**

between

Box Elder County, Cache County, Rich County, Bear Lake County, Caribou County,
Oneida County, Franklin County, Brigham City, Tremonton City, Wellsville City, City of Logan,
Hyrum City, City of Soda Springs, City of Bancroft, City of Grace, City of Malad,
Bridgerland Travel Region (Cache Valley Tourism),
Cache Chamber of Commerce, Brigham City Chamber of Commerce,
Bear River Valley Chamber of Commerce, Bear Lake Rendezvous Chamber of Commerce,
Greater Bear Lake Valley Chamber of Commerce,
Malad City/Oneida County Economic Development Board,
Northwest Band of the Shoshone Nation, American West Heritage Center,
Utah State University Extension, USU Small Business Development Center,
USU Mountain West Center for Regional Studies, Bear River Association of Governments,
Bear River Economic Development District, Bear River RC&D,
Bear Lake Regional Commission, Pioneer Country Travel Council,
Cache Valley Idaho Development Corporation, Preston Area Chamber of Commerce,
Soda Springs Chamber of Commerce, Grace Chamber of Commerce,
National Oregon California Trail Center
Alliance for the Varied Arts, Corinne City, Capital Arts Alliance, Chesterfield Foundation
(known as local parties)

Utah Heritage Foundation, Utah Heritage Products Alliance
(known as other parties)

AND

Governor of the State of Utah, Utah Department of Community and Economic Development
Utah Division of Community Development, Utah Division of Business Development, Utah
Division of State History, Utah Arts Council, Utah Division of Travel/Development and Tourism

Governor of the State of Idaho, Idaho Commission on the Arts, Idaho Department of Commerce,
Idaho Division of Tourism, Idaho Division of Rural Development,
Idaho Division of Economic Development, Idaho Humanities Council,
Idaho Department of Parks and Recreation

USDA Forest Service Region 4

(known as state and federal parties)

THE PURPOSE OF THIS AGREEMENT/MOU, which is entered into pursuant

to the provisions of the Inter-Local Cooperation Act, Sections 11-13-1, et. Seq., Utah Code Annotated, and Idaho Code Title 67, Section 67-2326 Joint action by public agencies, through Section 67-2330 Approval of appropriate state officer or agency, is to provide greater opportunity for partners in the Bear River region in Northern Utah and Southeastern Idaho to work together in identifying, preserving, and enhancing our natural, cultural, and economic heritage and stabilizing and expanding the economic opportunities associated with our heritage.

The Bear River Heritage Area consists of seven counties: Bear Lake, Caribou, Franklin, and Oneida in Idaho; and Box Elder, Cache, and Rich in Utah. It is a consortium of many organizations in government, business, education, tourism, recreation, and other areas.

WHEREAS, it is the purpose of the Act to permit local government units to make the most effective use of their powers by enabling them to cooperate with other localities on the basis of their mutual advantage and thereby to provide services and facilities in a manner and in an organizational form that will work best with geographic, economic, population, and other factors. This effective use of powers enhances development of the local communities and provides the benefits of economies of scale, economic development, and the overall promotion and general welfare of the local governments and the state; and

WHEREAS, any power or powers, privileges, or authorities exercised or capable of exercise by a political subdivision or agency of this state may be exercised and enjoyed jointly with any other political subdivision or agency of this State and jointly with any public agency of the United States that permits such joint exercise or enjoyment; and

WHEREAS, any two or more political subdivisions and any agency of the states of Utah and Idaho and any agency of the United States may enter into agreements with one another for joint or cooperative action pursuant to the Inter-Local Cooperation Act and Idaho Code Title 67; and

WHEREAS, any two or more political subdivisions and any agency of the states of Utah and Idaho and any agency of the United States may agree to create a separate legal or administrative entity to accomplish the purposes of their joint or cooperative action, including the undertaking and financing of facilities or improvements to provide the services contemplated by this Agreement/MOU; and

WHEREAS, counties in Northern Utah and Southern Idaho enjoy a common heritage and enjoy related and diverse natural and cultural resources, tourism opportunities, and economic bases; and

WHEREAS, the local parties identified herein are committed to the preservation and rehabilitation of their natural, cultural, and economic heritage, and are committed to the growth and stabilization of their economic and tourism base while preserving and expanding their cultural heritage; and

WHEREAS, local parties have chosen to join together for the exercise of their individual and

joint powers and authorities for their individual and mutual purposes and for providing joint facilities, services, and improvements that will benefit the counties, the communities therein, the region, and the individuals and businesses residing in and coming to the region; and

WHEREAS, entry into and execution of this Agreement/MOU constitutes a lawful and public purpose of each of the parties to advance and enhance the interests and benefits of the parties and their residents; and

WHEREAS, Northern Utah and Southern Idaho have a unique history and culture embodied in their buildings, agricultural enterprises and food products, handicrafts, events, pageants, folk life, traditional recreation, and other aspects of their communities; and

WHEREAS, participation in this Agreement/MOU appropriately reflects the authority of the various parties under this Agreement/MOU and is a proper organizational structure to allow a smooth and lawful accomplishment of the purposes of this Agreement/MOU.

NOW THEREFORE, the parties agree as follows:

1. That the Bear River Heritage Area Council shall consist of at least one representative from each of the parties who have entered into this Inter-Local Cooperation Agreement/MOU.
2. That the Council shall choose a chair from among its members.
3. That the chair may convene such meetings as he or she deems necessary, but not less than four per year.
4. That the Council may adopt such rules, regulations, and by-laws as are consistent with the terms of this Agreement/MOU.
5. That the provisions of this Agreement/MOU regarding the creation and duties of the Council may be modified and amended by written agreement of the parties.
6. That the Council shall be authorized to raise and receive monies, charge fees for its services, and, to the extent of its budget, hire agents and employees and expend monies for the purposes stated therein.
7. That the Council may hire or designate an executive director who shall be charged with the executive operating authority of the Council, subject to control and direction by the Council.
8. That the Council is authorized to enter into agreements with public and private entities to accomplish the purposes stated herein.
9. That each partner shall provide administrative and technical support, on a pro rata basis and as agreed, to enable the Council to accomplish the purposes of this Agreement/MOU, and shall supply such other support as is necessary and as agreed.
10. That the parties hereby recognize that the staff of the Bear River Association of Governments and Bear River Economic Development District shall serve as staff for the Bear River Heritage Area Council and shall be charged with facilitating the accomplishment the purposes of this Cooperative Agreement/MOU.

The local parties specifically agree that the Council has the following duties, and responsibilities:
Plans and Strategies

1. Prepare a strategic plan for implementation of this Agreement/MOU that articulates the vision, mission, and organizational structure of this Agreement/MOU.
2. Prepare an annual work plan that identifies projects, revenues, and expenditures. (The Forest Service will need to enter into separate agreements to exchange anything of value, obligate, or collect funds.)
3. Coordinate with other private, local, state, and federal plans as appropriate.

Products and Programs

1. Create, utilize, and maintain the following products and programs:
 - A. Input and maintain the data base of existing and potential heritage attractions, landscapes, sites, facilities, services, events, artists, and products using the Utahreach data base housed at Utah State University.
 - B. Print a directory of heritage attractions, landscapes, sites, facilities, services, events, artists, and products.
 - C. Develop a Travel Guide for the Bear River Heritage Area.
 - D. Implement the projects and programs identified in the annual work plans.

Central Office

1. Create and provide an adequately equipped central office that is set up with a computer that has access to the state wide area network (WAN).
2. Maintain access to all products, services, and programs of the Council.

Other State and Federal parties signing below agree to provide such assistance and benefits and perform specific duties as follows and as resources permit shall:

1. Assist the council with funding, technical assistance, and other services related to the implementation of this Agreement/MOU consistent with their various missions and responsibilities.
2. Assist in preparing and implementing Plans and Strategies under this Agreement/MOU.
3. Assist in creating, utilizing, and maintaining Products and Programs under this Agreement/MOU.

In Addition to the Services Agreed to above:

Utah Division of State History shall: provide \$3,000.00 to the Council upon the signing of this Agreement/MOU.

Utah and Idaho State Parks and Recreation and the USDA Forest Service shall:

1. Assist with interpretation of heritage sites.
2. Assist with networking of heritage sites and programs.

Utah Heritage Products Alliance shall:

1. Expand their membership to include heritage business owners from the Bear River Heritage Area.
2. Assist in marketing heritage industries along and near Highway 89 from Farmington north to southern Idaho.

All parties further and generally agree as follows:

1. To provide resources, services, and expertise consistent with their respective missions, purposes, and abilities.
2. That this Agreement/MOU does not bind any partner or other party to provide future monetary or other support except as further agreed or as agreed herein.
3. That other entities may join this Agreement/MOU by committing services, products, or other assistance consistent with the principles of this Agreement/MOU.
4. That any partner may withdraw from this Agreement/MOU at any time by providing written notice to the Director.
5. That this Agreement/MOU may be modified and amended by written agreement of the parties hereto.
6. That all activities and projects under this Agreement/MOU shall be conducted in accordance with the applicable laws, regulations, and general provisions of the United States and the states of Utah and Idaho, specifically including the state and federal civil rights laws and the Americans with Disabilities Act.
7. That nothing in this Agreement/MOU shall be construed as enlarging or diminishing the responsibility and authority of any of the parties involved.
8. Entities committed to protecting and enhancing the heritage assets and economies in the Bear River Region and willing to become active parties in developing projects and programs with the Bear River Heritage Area may be incorporated into this Agreement/MOU upon signature of the legal representative of said entity.
9. Notwithstanding any of the above provisions which allow parties by written agreement to modify, amend, or decline further participation in this Agreement/MOU, this Agreement/MOU will remain in place until renewal or January 2012.

MANDATORY FOREST SERVICE PROVISIONS as of 2/15/06:

IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Department of Agriculture, Forest Service and other local parties, other parties, and state and federal parties, and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture, Forest Service or other local parties, other parties, and state and federal parties and the subsequent written concurrence of the other(s). Either the Department of Agriculture or other local parties, other parties, and state and federal parties may terminate this MOU with a 60-day written notice to the other(s).

4. **RESPONSIBILITIES OF PARTIES.** The Department of Agriculture, Forest Service and other local parties, other parties, and state and federal parties and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

<u>Forest Service Project Contact</u> <u>(see addendum 2 for specific districts)</u>	<u>Cooperators' Project Contact</u> <u>(see addendum 3 for other cooperators)</u>
Jack Troyer	Elaine Thatcher
Regional Forester	Chairman
USDA Forest Service Region 4	USU Mountain West Center
Federal Building 324 25 th Street	c/o 0735 Old Main Hill
Ogden, UT 84401	Logan, Utah 84322-0735
Phone: 801-625-5605	Phone: (435) 797-0299
FAX: 801-625-5359	FAX: (435) 797-3899
E-Mail: jtroyer@fs.fed.us	E-Mail: elainet@hass.usu.edu

<u>Forest Service</u> <u>Administrative Contact</u>	<u>Cooperators'</u> <u>Administrative Contact</u>
Doris Mackey	Cindy Hall Bilskie
Grants & Agreements	Community & Economic Development Director
USDA Forest Service Region 4	Bear River Association of Governments
Federal Building 324 25 th Street	170 North Main
Ogden, UT 84401	Logan, Utah 84321
Phone: 801-625-5812	Phone: (435) 752-7242
FAX: 801-625-5365	FAX: (435) 752-6962
E-Mail: dmackey@fs.fed.us	E-Mail: cindyb@brag.utah.gov

6. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate the Department of Agriculture, Forest Service or other local parties, other parties, and state and federal parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture, Forest Service and other local parties, other parties, and state and federal parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this MOU.*

*Note:

Signatures not included in this version for website information only. For complete information about the Bear River Heritage Area partners contact the BRAG offices at 435-752-7242 and ask for Cindy Bilskie or Lisa Duskin-Goede.