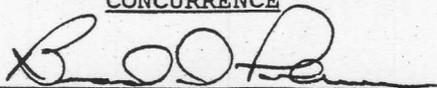


COOPERATIVE MANAGEMENT AGREEMENT
SAND FLATS
RECREATION MANAGEMENT AREA

June 27, 1994

CONCURRENCE

A handwritten signature in cursive script, appearing to read "Brad Palmer", written over a horizontal line.

Brad Palmer, Grand Resource Area Manager
Bureau of Land Management

APPROVAL

A handwritten signature in cursive script, appearing to read "William Stringer", written over a horizontal line.

Bill Stringer, Acting Moab District Manager
Bureau of Land Management

COOPERATIVE MANAGEMENT AGREEMENT

BETWEEN

U.S. DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

AND

GRAND COUNTY, UTAH

PROVIDING FOR PUBLIC SAFETY, RESOURCE PROTECTION,
AND RECREATION MANAGEMENT AND MAINTENANCE
IN THE SAND FLATS RECREATION AREA

PREAMBLE

The Sand Flats Recreation Area (see attached map), located along the Sand Flats Road east of Moab, is recognized as a local, national, and international recreation destination due to its combination of recreation opportunities and scenic values. Both the United States Department of the Interior, Bureau of Land Management (BLM) and Grand County, Utah (Grand County) acknowledge the importance of maintaining the intrinsic qualities of the area and the need to manage recreational use of the area in a sustainable manner.

Through this Agreement, the BLM and Grand County seek to improve public service, provide for sanitary conditions, provide for public safety, remove litter, provide, maintain, repair, and replace recreation facilities, conduct environmental education and interpretive programs, prevent environmental degradation, maintain essential transportation routes, and provide parking facilities.

Both the BLM and Grand County aspire to:

1. ensure that the outstanding natural features of the area are protected from the adverse impacts of recreation use,
2. provide sustainable public recreation opportunities consistent with the character and capability of the area,
3. establish an appropriate legal, managerial, and physical framework for the management of recreation use,
4. provide for public safety and reduction of visitor conflicts,
5. maintain essential public access to the area for recreational and other sustainable uses,
6. involve the public and other interested entities in the management of recreational use of the area in compliance with the National Environmental Policy Act of 1969, the Federal Land Policy and Management

Act of 1976, and Utah's Open and Public Meeting Act (Utah Statutes 54-4-1 through 54-4-9).

7. initiate and maintain a partnership for addressing mutual concerns pertaining to public recreation on lands administered by the Bureau of Land Management for the Sand Flats Recreation Area,
8. utilize their combined resources and authorities to cooperatively improve conditions within the area so as to better serve the public and
9. establish a mechanism whereby users of the area fund management, protection, and service expenditures.

This agreement does not alter BLM's responsibilities for management of non-recreational resources on the public lands or alter any existing established rights or agreements with the County, State of Utah, or Public Land users.

I. Purpose

A. The Purpose of this agreement is to:

1. establish a cooperative partnership between the BLM and Grand County for the management of public recreation on Public Lands within the Sand Flats Recreation Area administered by the Bureau of Land Management including those roads and parking areas where the County has or may establish a right-of-way (see attached map),
2. facilitate development and implementation of planning and management decisions involving recreation management for the Sand Flats Recreation Area through a process that best combines the resources and authorities of both partners to improve conditions in the area,
3. ensure that the outstanding natural features of the area are protected from the adverse impacts of recreation use, provide sustainable public recreation opportunities consistent with the character and capability of the area, provide for public safety and reduction of visitor conflicts, assure the continuation of positive economic benefits to the County associated with public use of the area, and maintain reasonable public access to the area for recreational and other sustainable uses,
4. involve the public and other interested entities in the management of the area in compliance with the National Environmental Policy Act of 1969, the Federal Land Policy and Management Act of 1976, and Utah's Open and Public Meeting Act.

II. Authorities

A. Bureau of Land Management

Section 307 of the Federal Land Policy and Management Act of 1976 provides the authority to enter into cooperative agreements involving the management, protection, and development of the public lands.

B. Grand County

Interlocal Cooperative Act, Utah Code Annotated Title 11, Chapter 13; Utah Statutes 11-13-1 through 11-33-36

III. Responsibilities and Provisions

A. Grand County agrees to:

1. administer and operate a program to collect a Sand Flats Recreation Area Protection and Maintenance Fee at a location or locations mutually agreed to and deposit such fees into the Sand Flats Recreation Area Maintenance and Protection Fund (the Fund) established by the Grand County Clerk subject to the following provisions:
 - a. all County costs for initiating and operating the program and related services shall be covered by the fund,
 - b. the fee program shall be described in detail and managed through an Annual Sand Flats Recreation Area Operations and Maintenance Plan (Annual Operating Plan) which shall establish a budget for the Fund consistent with the County's general budget (see Utah Statutes 11-13-6(4)),
 - c. initiation and operation of the fee program shall not obligate Grand County to expend any funds beyond those likely to be available from the Fund,
 - d. Grand County may deduct direct expenses (staff, uniforms, etc.) and reasonable indirect overhead expenses from the Fund prior to disbursement of funds for maintenance and protection as authorized in the Annual Operating Plan,
 - e. Grand County may make direct expenditures from the fund for maintenance and protection purposes as authorized in the Annual Operating Plan, and
 - f. funds held by Grand County in the "Grand County Blue Ribbon Committee Account" for the benefit of public lands recreation shall be deposited into the Fund.
2. cooperate with the BLM, subject to all additional County costs being paid by the fund, in the following areas:
 - a. authorize BLM, subject to the design concurrence of the County Roads Supervisor, to construct the vehicle travel way and parking area improvements needed for the entrance/information station area along the Sand Flats Road and to provide encroachments permits as necessary,
 - b. extend routine County maintenance of the Sand Flats road to include the additional travel way and parking areas at the entrance station area after BLM completes the initial modifications necessary to implement the program at the mutually agreed upon location for the entrance station,
 - c. prepare a year-end annual financial report for public review, no later than 60 days from the end of the fiscal year, that describes the total fees collected for the fiscal year, direct and indirect County costs paid by the Fund, interest earned upon deposits, and a record of all disbursements made from the Fund,
 - d. transfer funds from the Fund to the extent they are available, to the Bureau of Land Management for expenditures as identified in the Annual Operating Plan,
 - e. provide local, regional, and inter-state public notice of the fee program,

f. fabricate or purchase and install and maintain appropriate roadside signs for the fee program,

g. provide road department assistance, if necessary, with the construction of any physical improvements/alterations needed within the county road right-of-way as may be necessary to implement the fee program, and

h. provide personnel, including law enforcement staff, as required to implement the fee program.

B. The BLM agrees to:

1. provide planning, maintenance, and supervisory expertise for the development and implementation of the Annual Operating Plan, including annual recurring maintenance and long-term restoration and improvement projects,
2. establish a contributed funds account with a project number for deposit of funds contributed by Grand County from the Sand Flats Recreation Area Maintenance and Protection Fund,
3. expend contributed funds, as outlined in the Annual Operating Plan, utilizing County youth programs, community service programs, private contractors, and agency personnel for protection, maintenance, construction and improvement of recreation facilities, visitor service, and visitor education purposes,
4. expend funds contributed by the County only on projects and programs described in the Annual Operating Plan or amendments thereto,
5. provide the County with quarterly and year-end reports describing expenditures from the contributed funds account,
7. construct the initial necessary physical improvements within the county road easement at the entry/information station area as may be necessary to implement the fee program,

C. It is mutually agreed and understood by and between said parties that:

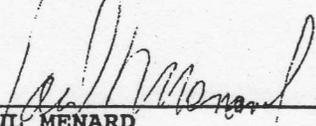
1. a Sand Flats Cooperative Management Team will be formed and will include representatives from Grand County and the Bureau of Land Management who shall develop the Annual Operating Plan and provide guidance to Grand County in the implementation of the fee program, and to the Bureau of Land Management regarding the administration of the area,
2. the Sand Flats Cooperative Management Team shall constitute a joint board for administration of this Agreement and the Annual Operating Plan for purposes at 11-13-7 (1), Utah Statutes,
3. Grand County shall appoint a citizens stewardship committee of not more than five members to advise the Cooperative Management Team on all aspects of the Agreement including expenditure priorities,
4. for 1995, the Annual Operating Plan shall be prepared on a calendar-year basis and be presented to the Grand County Council and the Moab District Office of the Bureau of Land Management no later than March 30; thereafter, the Plan shall be submitted for approval by September 30 for subsequent calendar years.
5. the Annual Operating Plan shall be implemented to the extent fee revenues are available,

6. nothing in this Agreement or in any Annual Operating Plan shall be construed as obligating either party to expend or as involving either party in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively made available for this work,
7. the revenue generated from the fee program and deposited by the County in the Sand Flats Recreation Area Maintenance and Protection Fund shall be expended to pay costs for the following activities:
 - a. entrance station operation and fee collection, including fee permit printing and distribution and public information items as outlined in the Annual Operating Plan,
 - b. annual and recurring maintenance and protection operations as outlined in the Annual Operating Plan,
 - c. recreation site rehabilitation, improvement, replacement, and construction as outlined in the Annual Operating Plan, and
 - d. and any County-incurred administrative, legal or operational costs including, but not limited to, road maintenance, financial reports, signs, notices, judgements, claims, and salaries
8. in addition to the items listed above, administrative support costs attributable to this cooperative agreement including purchasing, document processing, personnel actions, data processing, fund deposits, liability insurance, etc. shall be paid for from the Protection and Maintenance Fund,
9. the following shall be exempt from the Protection and Maintenance fee:
 - a. land owners with property "on the mountain" and publics routinely accessing the mountain via the Sand Flats Road,
 - b. Federal, State, or local government officers, employees, and volunteers on official business,
 - c. all permittees of the BLM, Forest Service, Utah Division of State Lands and Forestry and their employees conducting business or operations under such permits,
 - d. any individual involved with search and rescue, fire suppression, of other emergency actions, and
 - e. paying guests of commercial recreation permittees authorized to use the area,
10. it may be necessary from time to time to cooperatively develop special rules or ordinances needed to provide for public safety or for the maintenance and protection of the Sand Flat Recreation Management Area, and that development of such rules or ordinances will be conducted through appropriate public processes,
11. no member of, or Delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise therefrom,
12. no contribution provided herein of donation or gift of any kind shall entitle the contributors or donors to any share or interest in the said land, its resources, or improvements other than the right to use and enjoy the same under the existing regulations of the Bureau of Land Management,

13. no part of this agreement shall entitle the County to any share or interest in the results of this program other than the right to use and enjoy the same under the existing regulations of the Bureau of Land Management, including its right to improve and maintain the Sand Flats road under its existing right-of-way, except that the County is entitled to the reimbursable payments from the Fund as outlined in the Agreement,
14. even though the County will contribute funds to the Bureau of Land Management, the Bureau shall have the complete responsibility and liability for the operation and maintenance of Federal recreation facilities and the management and protection of all Bureau-administered Public Lands within the Sand Flats Recreation Management Area,
15. all improvements constructed in whole or in part from contributed funds shall be and will remain the property of the Federal Government, excluding transportation related improvements constructed within the County right-of-way along the Sand Flats Road,
16. this Agreement shall be reviewed and approved by the Grand County Attorney for Grand County and the Salt Lake City Regional Solicitor's Office for BLM prior to being submitted for the approval of the Grand County Council and the Moab District Manager,
17. this Agreement shall be effective upon execution by both parties and subsequent filing with the customary Custodian of public records in accordance with 11-13-9, Utah Statutes, and shall continue with the mutual consent of both parties, in accordance with the terms and conditions herein provided, but shall in any event terminate 50 years from its effective date (see 11-13-17, Utah Statutes).
18. this Agreement may be revised as necessary by mutual consent of both parties, by the approval of a written amendment, signed and dated by both parties,
19. either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party,
20. if this agreement is terminated as herein provided, or otherwise by operation of law, unexpended fees shall be utilized to satisfy outstanding obligations of the program,
21. upon termination of the Agreement and satisfaction of outstanding obligations, any remaining funds shall be retained by the County to be used for County purposes within the Sand Flats Recreation Management Area; any other property, exclusive of personal property, shall be disposed of in accordance with section III. C. 15 (see 11-13-6, Utah Statutes).
22. Due to the ownership pattern of lands within the area of this agreement, which includes lands owned and managed by the State of Utah, it is mutually agreed by both the BLM and Grand County that the provisions of this Agreement should be extended to the State of Utah at such time as all parties deem appropriate. In the interim, no monies will be collected for camping on, or expended for the development of State lands beyond the current level of management as prescribed in Division of State Lands and Forestry PREDESIGNATION NO. 25, dated October 26, 1993.

IN WITNESS WHEREOF, this agreement shall be effective as of the date herein and upon execution by both parties hereto:

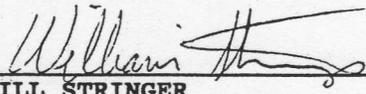
GRAND COUNTY



PAUL MENARD
Chairperson,
Grand County Council

Date: 6/28/94

UNITED STATES DEPARTMENT OF INTERIOR



BILL STRINGER
Bureau of Land Management
Acting Moab District Manager

Date: 6/28/94

ATTEST:



FRAN TOWNSEND
County Clerk

Date: 6-28-94

COOPERATIVE MANAGEMENT AGREEMENT

BETWEEN

U.S. DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

AND

GRAND COUNTY, UTAH

PROVIDING FOR PUBLIC SAFETY, RESOURCE PROTECTION,
AND RECREATION MANAGEMENT AND MAINTENANCE
IN THE SAND FLATS RECREATION AREA

AMENDMENT 1 -- NOVEMBER 1994

Section III. C. 1. is changed as follows:

1. a Sand Flats Cooperative Management Team will be formed and will include representatives from Grand County and the Bureau of Land Management who shall develop the Annual Operating Plan and provide guidance to Grand County in the implementation of the fee program. ~~and to the Bureau of Land Management regarding the administration of the area,~~

Section III. C. 3. is changed as follows:

3. Grand County shall appoint a citizens stewardship committee of not more than five members to advise ~~THE COUNTY Cooperative Management Team~~ on all aspects of the Agreement including expenditure priorities,

Note: deleted text shown is shown as "strikeout" inserted text as "all caps".
This amendment shall be attached to all future copies of the agreement.

PAUL MENARD
Chairperson,
Grand County Council

Date: Paul Menard

Kate Kitchell
KATE KITCHELL
Bureau of Land Management
Moab District Manager

Date: 11/10/94

COOPERATIVE MANAGEMENT AGREEMENT
BETWEEN
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT
AND
GRAND COUNTY, UTAH

PROVIDING FOR PUBLIC SAFETY, RESOURCE PROTECTION,
AND RECREATION MANAGEMENT AND MAINTENANCE
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AMENDMENT 3 – APRIL 2008

Section II. "Authorities", Part A. "Bureau of Land Management", is expanded by adding an additional, more recent authority for the Bureau of Land Management as a new entry under the previously cited authority as follows:

Federal Lands Recreation Enhancement Act of 2004 (P.L. 108-447), Sec. 6 Cooperative Agreements

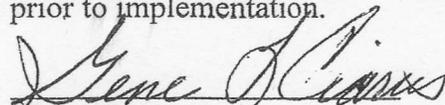
(a) *Fee Management Agreement.*—Notwithstanding chapter 63 of title 31, United States Code, the Secretary may enter into a fee management agreement, including a contract, which may provide for a reasonable commission, reimbursement, or discount, with the following entities for the following purposes:

(1) With any governmental or nongovernmental entity, including those in a gateway community, for the purpose of obtaining fee collection and processing services, including visitor reservation services.

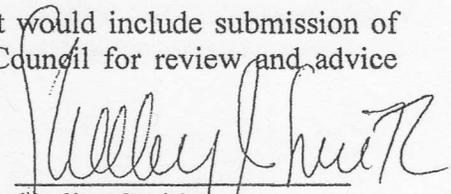
(b) *Revenue Sharing.*—A State or legal subdivision of a State that enters into an agreement with the Secretary under subsection (a) may share in a percentage of the revenues collected at the site in accordance with that fee management agreement.

(c) *County Proposals.* – The Secretary shall consider any proposal submitted by a county to provide services described in subsection (a). If the Secretary decides not to enter into a fee management agreement with the county under subsection (a), the Secretary shall notify the county in writing of the decision, identifying the reasons for the decision. The fee management agreement may include cooperative site planning and management provisions.

Operation under the Federal Lands Recreation Enhancement Act would include submission of future fee changes to the Utah Recreation Resource Advisory Council for review and advice prior to implementation.


Gene Ciarus
Chair, Grand County Council

Date: 4/4/08 2008


Shelley Smith
Acting Field Manager
Moab Field Office, BLM

Date: April 1, 2008

COOPERATIVE MANAGEMENT AGREEMENT
BETWEEN
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
AND
GRAND COUNTY, UTAH

PROVIDING FOR PUBLIC SAFETY, RESOURCE PROTECTION AND RECREATION MANAGEMENT
AND MAINTENANCE IN THE SAND FLATS RECREATION AREA

AMENDMENT 4

General Authorization: This amendment authorizes Grand County to use a portion the Bureau of Land Management (BLM) facility at 885 South Sand Flats Road as an administrative site to further the purposes of the Sand Flats CMA. The authorization extends to the northern three rooms of the office building, the portion of the ware yard immediately to the north and west of the office space assigned to the County, the "tuff shed" located on the west side of the county office space, and the southern half of the covered vehicle storage area. The County recognizes that BLM retains primary use of this facility and grounds and may require additional use of the space. The remainder of the Sand Flats facility will remain fully available to BLM for its uses.

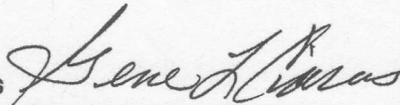
BLM Responsibilities: The BLM will make the above described facilities and property available to the County without charge as a contribution to the Sand Flats program. BLM may contribute labor or materials for maintenance work on a case-by-case basis to keep the facility and grounds safe and functional. The BLM will initially pay all utilities for the facility including electric power, natural gas, and Moab City utility charges for water, sewer, and garbage service. The BLM will bill the County for its portion of the electric power and natural gas annually at the end of each calendar year. The bill to the county will be based upon its past use of these utilities (\$1,065) adjusted annually to reflect rate changes.

County Responsibilities: The County will pay the electric and gas bills for its portion of the building upon receipt of an annual bill from BLM. The County is responsible for routine maintenance of its assigned space and will request BLM approval before under-taking any significant alterations or repairs to its assigned space. The County will limit use of its assigned space to Sand Flats program purposes unless otherwise authorized by BLM. The County, at its option, may contribute to major repairs or upgrades of the facility on a funds available basis. The county will remove weeds from its portion of the facility as necessary to maintain safe and orderly working conditions.

Mutual Responsibilities: The County and BLM have a mutual interest in maintaining the security of the facility to protect public property, staff, the facility itself. Both parties will endeavor to keep the gate to the ware yard locked when staff members are not present and to watch over each other's property to reduce the opportunity for theft or vandalism. Recognizing that the facility is federal property, both the county and BLM will be subject to BLM safety and hazardous materials evaluations and will seek to maintain safe working environments and remediate unsafe conditions within their respective work areas.

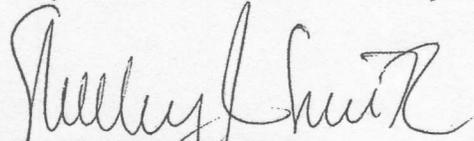
Term: This amendment is valid for a period of five years and may be modified or terminated by either party subject to 12 month notification.

Gene Ciarus
Chairperson, Grand County Council



Date: 10/23/08

Shelley Smith
Canyon Country District Manager, BLM



Date: 9/12/08