RESOLUTION 14-08

ROLL CALL

VOTING	YES	NO
STEVE LEIFSON *Mayor (votes only in case of tie)*		
ROD DART *Council member*	X	
RICHARD M. DAVIS *Council member*	X	
BRANDON B. GORDON *Council member*	X	
MIKE MENDENHALL *Council member*	X	
KEIR A. SCOUBES *Council member*	ABSENT	

I MOVE this resolution be adopted: Councilmember Davis
I SECOND the foregoing motion: Councilmember Mendenhall

RESOLUTION No. 14-08

RESOLUTION OF THE SPANISH FORK CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENT ENTITIES IN UTAH COUNTY CONCERNING UTAH LAKE, ITS USES AND PRESERVATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, Spanish Fork City recognizes that Utah Lake is a valuable resource within Utah County which must be protected and preserved for the betterment of all residents; and

WHEREAS, Spanish Fork City, like other Utah County cities, discharges from its sewer plant into Utah Lake, and has a discharge permit issued by the State of Utah which mandates environmental standards to protect the water quality of Utah Lake, which quality needs to be protected and preserved; and

WHEREAS, changes to the environmental standards should be based on sound

scientific principles in order to protect all residents of Utah County; and

WHEREAS, Other cities in Utah County share that same vision and concern about the importance of Utah Lake and have formed an entity known as The Utah Lake Commission to address issues concerning Utah Lake, including environmental, recreational, and economical, in order to preserve the quality of the Lake and to make decisions based on sound scientific principles and not on conjecture; and

WHEREAS, the parties have concluded that creating a separate entity under the Utah Interlocal Cooperation Act is the best way to unitedly address concerns about Utah Lake;

NOW, THEREFORE, be it resolved by the Spanish Fork City Council as follows:

1. Spanish Fork City hereby approves the interlocal agreement with other Utah County cities, as attached hereto, to join a separate legal entity known as The Utah Lake Commission, and hereby authorizes the mayor of Spanish Fork City to execute the same.
2. The purposes, powers, duties, and functions of The Utah Lake Commission are set forth in the interlocal agreement, as attached hereto, and which purposes, powers, duties, and functions the Council hereby approves.
3. This Resolution shall become effective upon adoption and execution.

DATED this 6th day of May, 2014.

STEVE LEIFSON, Mayor

Attest:

Kent R. Clark, City Recorder

INTERLOCAL COOPERATION AGREEMENT

ESTABLISHING THE

UTAH LAKE COMMISSION

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement") is made and entered into as of the 19th day of April, 2007, by and between the signatories to this Agreement. The signatories to this Agreement are "public agencies" as defined in the Utah Interlocal Cooperation Act, and are hereinafter referred to collectively as "Members" or "Parties" and individually as "Member" or "Party."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Utah Code"), public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the Parties to this Agreement believe that Utah Lake is one of Utah's great natural treasures and that cooperative action through the creation of a Utah Lake Commission would promote beneficial utilization of the natural resources of the lake, help fulfill the obligations and responsibility that government has to manage the lake in keeping with the Public Trust Doctrine, facilitate orderly planning and development in and around the lake while protecting the individual jurisdiction's ability to govern its own area, and assist in the formulation and implementation of comprehensive plans for the management of Utah Lake and its shoreline; and

WHEREAS, the Parties to this Agreement have respectively received appropriate authority to participate, as described herein, in a new Utah interlocal entity to be known as the Utah Lake Commission;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

Definitions

As used herein, the following terms and words shall have the following meanings:

1.1. "Board" or "Governing Board" means the governing body of the Utah Lake Commission.

1.2. "Bonding" means the issuance of "Bonds" and "Bonds" means bonds, notes, certificates of participation or other evidences of indebtedness of the Utah Lake Commission, except as provided herein.

1.3. "Commission" means the Utah Lake Commission, the new legal entity created by this Interlocal Cooperation Agreement.

1.4. "Effective Date" means the date the Parties to this Interlocal Cooperation Agreement intend for this Agreement to become effective, and it is the date first written above.

1.5. "Master Plan" or "Master Plans" means a master plan or plans formally adopted by the Governing Board of the Commission as a plan to guide improvement, use and development of Utah Lake and the shore lands and wetlands surrounding the lake under the jurisdiction of the various local and state governmental entities and may include recommendations to Members and others on how best to set standards for improvement, use and development in the Utah Lake Master Plan Study Area.

1.6. "Members" or "Parties" means the Utah Legislature's designee; the Central Utah Water Conservancy District; Utah County; Utah County municipalities with jurisdiction over lands within the Utah Lake Master Plan study area as described herein ("Shoreline Members"); the Utah Departments/Divisions listed in Appendix 1; and those other Utah County municipalities listed in Appendix 1 who have by official action committed to promoting and financially supporting the "Commission" in the same manner and to the same extent as the "Shoreline Members".

1.7. "Ex Officio Members" means Entities, Associations, or Organizations appointed in accordance with Section 5.4 and as listed in Appendix 2.

1.8. "Operation and Maintenance Expenses" means all expenses reasonably incurred by the Utah Lake Commission or paid to any other entity pursuant to contract or otherwise, necessary to fulfill the purposes of this Agreement, including cost of audits hereinafter required, payment of insurance premiums, and, generally all expenses, exclusive of depreciation and other non-cash items which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are ordinary and necessary to the proper and efficient operation of the Utah Lake Commission shall be included.

1.9. "Technical Advisory Committee" or "Technical Committee" means the technical advisory committee formed pursuant to Article 12 to advise the Governing Board on water quality, environmental, development, engineering, recreation, wildlife, and other technical and relevant issues associated with Utah Lake.

1.10. "Utah Lake Master Plan Study Area" or "Master Plan Study Area" means Utah Lake and all shore lands and wetlands surrounding the lake as identified in Exhibit 1.

ARTICLE 2

Purposes

This Agreement to create the Utah Lake Commission as a separate legal entity, as provided by the Interlocal Cooperation Act, is entered into by the Members in order to:

2.1. Encourage and Promote Multiple Uses of the Lake.

The Commission shall encourage and promote multiple uses of the Lake to balance access, use, development, ecological value, and economic benefits in coordination with individual landowners' and water users' rights, in accordance with applicable laws, rules and regulations, and consistent with the fact that certain Utah Lake environs and areas are owned or governed by various public entities.

2.2. Foster Communication and Coordination.

Coordinate communication among agencies and organizations regarding all aspects of land use, shoreline protection, recreation, public facilities, and natural resource planning and management that affect Utah Lake and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the Commission as adopted in the Master Plan as determined by the Board.

2.3. Promote Resource Utilization and Protection.

Promote the conservation and protection of the Lake's natural resources, including fish and wildlife, riparian habitat, water quality, environmental concerns, and open space.

2.4. Maintain and Develop Recreation Access.

Encourage the enhancement of public access to recreational opportunities on and around the Lake, via trails, roads, docks, ramps, beaches, marinas, and education and outreach efforts.

2.5. Monitor and Promote Responsible Economic Development.

Monitor and promote responsible economic activity around the Lake to promote efficient and orderly development that harmonizes with the aforementioned purposes of the Commission.

ARTICLE 3

Term of the Interlocal Cooperation Agreement

The term of this Interlocal Cooperation Agreement shall continue for fifty (50) years from the Effective Date of this Agreement unless this Agreement is sooner terminated by vote of seventy-five percent (75%) of the Members of the Utah Lake Commission or by operation of law.

ARTICLE 4

Creation of the Utah Lake Commission

4.1. Independent Legal Entity; Scope.

The Utah Lake Commission shall become a separate and independent governmental entity on the Effective Date pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement. The area included for Commission study and action shall include the Master Plan Study Area as defined in Article 1.

4.2. Headquarters.

The Utah Lake Commission's headquarters shall be located in a Member's geographical boundaries as determined by the Governing Board. The Governing Board may change the location from time to time. Initially, the Commission's staff will be housed in the Utah County Department of Public Works and will have a budget as funded by the Board which allows them to purchase services from governmental entities surrounding the lake, legal counsel and consultants in accordance with an annual budget approval by the Board.

ARTICLE 5

Parties to this Agreement

5.1. Initial Membership.

Each signatory to this Agreement hereby contracts with the other signatories of this Agreement to form, and become a Member of, the Utah Lake Commission to accomplish the purposes set forth in Article 2 herein.

5.2. Withdrawal.

Each party to this Agreement acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Section 5.6 shall not adversely affect this Agreement nor such party's contractual relationship with any other Party to this Agreement. Withdrawal of a Member does not relieve the Member's obligation to pay its share of obligations, indebtedness, and liabilities incurred prior to withdrawal.

5.3. Membership on Governing Board.

Membership of the Governing Board shall be made up of the signatories to this Agreement and as noted in Appendix 1 of this Agreement. These Members shall have voting rights as noted in this Agreement. The Governing Board shall amend Appendix 1 to add and remove Members as they join, withdraw and/or rejoin the Commission.

5.4. Ex Officio Members of the Board.

By a majority vote of the Governing Board, Ex-Officio members may be appointed or removed to act as advisors to the Commission from other interested parties including other Utah County cities; Federal agencies; additional State Departments; recreation organizations; water user organizations; and other public or private organizations. Public agencies or other organizations may petition the Governing Board to become Ex Officio Members. Ex Officio members shall be non-voting members who serve at the pleasure of the Governing Board. After the Commission is established and the Governing Board has voted, those appointed to serve as Ex Officio members of the Board shall be listed in Appendix 2 to this agreement, which Appendix shall be modified as the Governing Board adds to or deletes those who will serve.

5.5. Subsequent Membership.

Public agencies who qualify as members under Section 1.6 but who do not initially approve and become signatories to this Agreement, have withdrawn and wish to reapply, or

are newly created municipalities may later formally join and become signatories to this Agreement upon approval of, and pursuant to the conditions established by, the Governing Board. Appendix 1 of this Agreement will be modified as new members are added to the Commission and the amended Appendix 1 will be considered binding and the official list of membership from that point forward until Appendix 1 is modified again.

5.6. Notice of Withdrawal.

A Member may withdraw if the Member's financial obligations to the Commission are current, including its annual budget commitment; the governing body of the Member gives written notice of its intent to withdraw from the Governing Board of the Utah Lake Commission not less than one year prior to the effective date on which it intends to withdraw; and such withdrawal does not materially adversely affect any project or bonds previously approved by the Utah Lake Commission and the governing body of the withdrawing Member. A Member who withdraws its membership shall have no further obligations to the Commission and the Commission shall have no further obligations to the withdrawn Member, except as otherwise expressly provided for herein. The fact that a public agency has previously withdrawn its membership or its membership has been cancelled shall not prohibit said public agency from rejoining the Commission as provided in Section 5.5.

ARTICLE 6

Voting Rights of Members

Each Member of the Governing Board shall be entitled to one vote on the official business that comes before the Board. Ex Officio Members and Technical Committee Members shall not be entitled to vote.

ARTICLE 7

Powers and Authority of the Commission

7.1. Independent Legal Entity; Scope and Location.

The Utah Lake Commission shall become a separate and independent governmental entity on the effective date of this Agreement pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement. The area for Commission study and action shall include the Master Plan Study Area as defined in Article 1.

7.2. Interlocal Cooperation Act Powers.

The Utah Lake Commission shall have all powers granted by the Interlocal Cooperation Act and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

7.2.1. To make and enter into contracts consistent with Section 7.5.

7.2.2. To acquire, hold, or dispose of its property, contributions, grants, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities.

7.2.3. To sue and be sued in its own name.

7.2.4. Except as otherwise provided herein, to lawfully cooperate and/or contract with other entities, members or parties to accomplish the purposes of this agreement.

7.2.5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

7.2.6. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds for the purposes for which it was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Commission, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions.

7.3. Receive Federal and State Grants.

The Commission is hereby authorized to act as an agency to receive federal and state grants; other grants; or loans on behalf of the member governments, for all planning and development programs and projects which are specifically intended to accomplish the goals of the Commission.

7.4. The Commission has no Superseding Authority.

The Commission has no authority to nor does it supplant any powers of individual members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions, including but not limited to, the Utah State Engineer and the Engineer's duly appointed water commissioners. The Commission shall not have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

7.5. Contracts.

The Commission may contract generally and enter into contracts or agreements with private organizations, foundations, the federal government, state, county, or any municipal corporation, and/or any other governmental agency for any purpose necessary or desirable for dealing with affairs of mutual concern, and/or contract for the provision of services with state, county, and cities, and to accept all funds resulting therefrom.

7.6. Acquisition of Personal Property.

The Commission may acquire personal property or an undivided, fractional, or other interest in personal property, necessary or convenient for the purposes of the staff of the Commission.

7.7. Exercise of Powers. All powers of the Commission shall be exercised pursuant to the terms of this Agreement, its bylaws, and any governing laws.

ARTICLE 8

Responsibilities of the Commission

8.1. Create a Master Plan.

The Utah Lake Commission shall prepare and adopt a Master Plan for the lake and its shore lands. The plan shall set forth the needs and goals of the lake and its shore lands and a statement of the policies and standards of the Master plan. The Master plan shall be a priority of the Commission once established. The Master Plan will be prepared and adopted as soon as practicable.

8.1.1. The Master Plan shall achieve the aforementioned purposes by:

8.1.1.1 Identifying and securing funding for staff.

8.1.1.2 Creating advisory committees as needed.

8.1.1.3 Gathering information, including scientific studies and current agency land use, recreation, transportation, public facilities, and natural resource management plans.

8.1.1.4 Undertaking studies and assessments to fill in information gaps.

8.1.1.5 Identifying corrective actions needed to restore and/or maintain the ecological integrity of the Lake, including the chemical, physical, environmental, wildlife, and biological integrity of the Utah Lake system.

8.1.1.6 Soliciting public input and participation throughout the process.

8.1.2. The Master plan shall include the following correlated elements:

8.1.2.1 A land use plan which considers Public Trust and Sovereign Land responsibilities in making decisions regarding the lake and the land surrounding it which includes balancing economic benefits and public access, use, enjoyment and protection and promoting recommendations for agencies' plans for the lake, and its surrounding lands including land use planning coordination.

8.1.2.2 A transportation plan which includes consideration for roads, access areas, buffer zones, restrictions and limitations.

8.1.2.3 A natural resources conservation and management plan which includes, but is not limited to, improving the quality of the lake and its water in order to improve all aspects of conservation, recreation, wildlife, riparian interests, wetlands, and open space.

8.1.2.4 A recreation plan which includes consideration for trails, marinas, beaches, entry points, public access areas and other areas of public interest.

8.1.2.5 A public services and capital facilities plan.

8.1.2.6 A shoreline protection plan.

8.1.3. General Plans.

The Master Plan shall take into consideration the General Plans of its Members. The Commission shall utilize its Technical Advisory Committee as needed to assist in the preparation of the Master Plan.

8.1.4. The Commission shall coordinate the implementation of the Master Plan as follows:

8.1.4.1 Have regular publicized meetings to receive input from the public, governmental agencies, private landowners and other organizations and manage the many aspects of implementing, reviewing, and monitoring the Master Plan.

8.1.4.2 Establish policies and procedures that assure problem solving, communication, and coordination with Utah County cities, State, Local and Federal agencies that are not members of the Commission.

8.1.4.3 Ensure public participation is encouraged and solicited.

8.1.4.4 Review agencies' currently adopted plans for the Master Plan Study Area and recommend additions or changes in conformance with the Master Plan. This includes coordinating all planning and activities that will impact the lake and the landholders surrounding the lake.

8.1.4.5 Review agencies' and municipalities' ordinances, rules, standards, and regulations and recommend additions or changes in conformance with the Master Plan.

8.2. Effect of Vote.

Adoption by vote of the Board shall be the consensus of the Commission and Members should work unitedly to implement measures necessary to carry out that which has been adopted.

8.3. Review of Private Development Proposals.

As they are proposed, the Commission will review all private development plans, programs or proposals, including residential, commercial, and recreational developments, ("private submissions") within the Master Plan Study Area for conformance with the Master Plan. The Commission shall provide timely comments regarding Master Plan compliance on the proposed development to the local jurisdiction and the proponent of the development. The Commission may work with the parties to resolve any issues of noncompliance by providing detailed research, suggestions, and advisory support required to bring the private submission into compliance with the Master Plan. Specifics of any final plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

8.4. Review of Proposed Agency Actions.

As they are proposed, the Commission will review all public agency plans, programs, proposals, regulations, ordinances, and rules ("agency submissions") that affect the Master Plan Study Area for conformance with the Master Plan. The Commission shall provide timely comments regarding Master Plan compliance on the proposed proposal to the local agency. The Commission may work with the agency to resolve any issues of noncompliance by providing detailed research, suggestions, and advisory support required to bring the agency submission into compliance with the Master Plan. Specifics of any final plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

8.5. Adoption of Uniform Ordinances and Standards.

The Commission shall have the power to recommend by resolution, any ordinances, rules, regulations or policies not inconsistent with state law which are necessary, appropriate, or incidental to effectuate the Master Plan. The resolutions shall recommend general regional standards, including but not limited to the following: water quality, subdivision development, zoning, solid waste disposal, sewage disposal, tree removal, shoreline development, house relocation, outdoor recreation, harbors, piers, flood plain protection, soil and sedimentation control, air pollution and watershed protection. Whenever possible without diminishing the effectiveness of the Master Plan, the recommended ordinances, rules, regulations and policies shall be confined to matters which are general in nature. The specifics of any such matter adopted by a governmental jurisdiction, shall be left to the sole discretion of the adopting agency.

8.6. Identify Maintenance Needs.

Continually identify maintenance projects and opportunities for improvements that should be pursued; develop funding, an annual work program, and a long-range strategy to carry out the projects.

ARTICLE 9

Liabilities and Obligations of Members

9.1. Governmental Immunity.

In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Governmental Immunity Act of Utah, Title 63, Chapter 30d, Utah Code (the "Immunity Act"), or by other law.

9.2. Waiver of Obligations.

This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by the Utah Lake Commission, such performance may be offered in satisfaction of such obligation or responsibility.

9.3. Obligations Special and Limited.

The obligations entered into by each Member by this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers. Members may enter into agreements to pledge revenues to secure the bonds issued by the Utah Lake Commission to finance projects undertaken by the Commission. Such pledges shall constitute obligations of the pledging Members only to the extent expressly authorized by the governing body of each Member.

9.4. Bonding.

Any Bonds issued or incurred by the Utah Lake Commission shall not constitute a debt of any individual Member, but shall be secured only in the manner set forth herein. There shall be no additional liability or obligation of a Member except as provided in Section 9.3.

9.5. Indemnification.

The Utah Lake Commission shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or omissions by the Commission, its officers, agents, or employees. The Governing Board shall, prior to the commencement of construction of any project undertaken by the Commission provide for risk and liability coverage and payment and performance bonds in such amounts as the Commission deems necessary to insure against risks arising from the undertaking the project.

ARTICLE 10

Governing Board

10.1. Appointment.

There is hereby created a Governing Board of the Commission which shall consist of the following:

10.1.1. An appointed elected official from Utah County, appointed by the County Commission;

10.1.2. An appointed elected official from each of the establishing municipalities listed in Appendix 1 and new municipalities who become members after the adoption of this Agreement, appointed in accordance with each municipality's respective rules governing appointments to Boards;

10.1.3. An appointed representative of the Utah Department of Natural Resources, Division of Forestry, Fire and State Lands, as determined by the Department;

10.1.4. An appointed representative of the Utah Department of Natural Resources, at large representing all remaining Divisions of the Department, as determined by the Department;

10.1.5. An appointed representative of the Utah Department of Environmental Quality, as determined by the Department;

10.1.6. A member of the Utah Legislature whose District includes residents of Utah County, appointed jointly by the President of the Senate and the Speaker of the House; and

10.1.7. An appointed representative of the Central Utah Water Conservancy District, as determined by the District.

10.2. Terms.

The Governing Board members shall each be appointed for four year terms of office with the initial Board members designating half of their initial members to serve a two year term. Reappointments and replacements should be by appointment of the public agency who appointed the member being replaced or reappointed.

10.3. Compensation.

Members of the Governing Board shall serve without compensation and have their expenses paid by their appointing agency.

10.4 Leadership.

The Governing Board shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

10.5. Alternates.

The Board representative may send an alternate to act in his or her place at a Board or Executive Committee meeting, except if the Board representative is the Chair or a Vice-Chair, then that Board representative's responsibilities for conducting the meeting or signing documents shall fall to the next Vice-Chair in line.

10.6. Regular Meetings.

The Governing Board should hold regularly scheduled public meetings to accomplish the objectives of the Utah Lake Commission and adopt, amend and repeal bylaws, rules, policies and procedures for the conduct of their affairs. The Board shall hold at least one regular meeting annually. Meetings may be conducted by telephonic or other electronic means of communication in accordance with state law.

10.7. Minutes.

The Governing Board shall cause to be kept minutes of all meetings of the Board in accordance with state law and in all other ways comply with the Utah Open and Public Meetings Act. As soon as possible after each meeting, a draft copy of the minutes shall be forwarded to each member of the Board.

10.8. Majority Vote.

The presence of the Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of business. Unless otherwise requiring a 2/3 or greater vote, a majority vote of the total votes of the entire Board, whether or not all Board members are present, shall constitute action by the Board.

10.9. Notice of Meetings.

Notice to Board members shall be sufficient if delivered in writing, by fax, or by e-mail to the designated representative of the respective Member, at the address, fax number, or e-mail address provided.

10.10. Requests for Information.

The Governing Board shall have an ongoing duty to see that all of its Members are informed regarding all activities of the Commission and, accordingly, shall cause a copy of all materials (unless they are not public records; in which case, notice of their existence shall be given) delivered in the manner it deems appropriate to Board members for meetings of the Board, including meeting agendas and minutes of past meetings, and to such other persons as the Member may request in writing, including each Member's legal counsel. The Executive Director shall promptly respond to all requests for information made by any Member.

ARTICLE 11

Powers and Duties of the Governing Board

The Governing Board shall have the following powers and duties:

11.1. Executive Committee.

The Governing Board shall have the authority to appoint an Executive Committee of not more than seven (7) members of the Board.

11.1.1 The Executive Committee shall include a representative of the Department of Natural Resources, and other members as determined by the Board through its bylaws.

11.1.2 The Board may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate.

11.1.3 The voting, powers, and responsibilities of the Executive Committee shall be as established in the bylaws of the Commission.

11.1.4 The Governing Board may not delegate the following powers and duties: (i) the election of the Chair and Vice Chairs of the Board.; (ii) the election of the group representatives to the Executive Committee; (iii) the power to adopt, modify, and approve changes in the bylaws and recommend

proposed changes to the Agreement that must be approved by the Members' governing bodies; and (iv) the power to terminate or dissolve the Utah Lake Management Commission.

11.1.5 Other Committees.

The Governing Board shall have the authority to appoint additional committees made up of members of the Governing Board. It shall also have authority to establish committees separate and apart from the Technical Committee established in Article 12, to advise and confer with the Governing Board and the Technical Committee.

11.1.5.1 Membership of the various committees shall be at the will and pleasure of the Governing Board for time limited or project limited assignments and are not permanently associated with the Commission.

11.1.5.2 The various committees shall engage in such projects and reviews as assigned by the Governing Board.

11.2. Executive Reports.

The Governing Board shall receive and act upon reports of the Executive Committee and of the Executive Director.

11.3. Executive Director and Staff.

The Governing Board shall hire a limited staff including appointing an Executive Director on such terms and conditions as the Board determines appropriate, and may employ such persons as the Board deems necessary for the proper administration **of** the Commission. The Governing Board shall have the general supervisory and policy control over the day to day decisions and administrative activities of the Executive Director.

11.4. Bylaws.

The Governing Board shall have the authority to adopt bylaws and thereafter amend the bylaws. The adoption and any amendments shall be by a seventy-five percent (75%) vote of the Board. Each Member shall receive a copy of the bylaws.

11.5. Rules.

The Governing Board shall have the authority to establish rules governing its own conduct and procedures not inconsistent with the bylaws.

11.6. Records.

The records of the Commission shall be governed by the "Government Records Access and Management Act," Section 63-2-101, et seq., Utah Code, as amended, to the extent applicable, except that the governing body and/or legal counsel of each Member shall have full access to inspect all records and copy public records of the Commission.

ARTICLE 12

Technical Advisory Committee

12.1. Creation.

There is hereby created a Technical Advisory Committee to the Commission which shall consist of appointed representatives as follows:

12.1.1 One representative from Utah County, appointed by the County Commission;

12.1.2 One appointed representative from each of the establishing municipalities listed in Appendix 1, appointed in accordance with each municipality's respective rules governing appointments to Boards;

12.1.3 One appointed representative from each of the following Divisions of the Department of Natural Resources: Division of Wildlife Resources; Division of Forestry, Fire and State Lands; Division of Parks and Recreation; and the Division of Water Resources, as determined by the Department;

12.1.4 One appointed representative of the Central Utah Water Conservancy District, appointed by its board;

12.1.5 One appointed representative of the Utah Department of Environmental Quality, as determined by the Department; and

12.1.6 One appointed representative of the Utah Lake Water Users, as determined by the group.

12.1.7 One appointed representative of the Utah Regulatory Office of the U. S. Army Corps of Engineers appointed by the Utah Office.

12.1.8 Additional member as appointed by the Governing Board.

12.2. Terms.

Technical Advisory Committee members shall each be appointed for four year terms of office with the initial Members serving an initial two year term if the agencies' Governing Board Member is appointed to an initial two-year term and a four-year term if the agencies' Governing Board member is appointed to a four-year term. Reappointments and replacements shall be by appointment of the public agency who appointed the member being replaced or reappointed.

12.3. Compensation.

Members of the Technical Advisory Committee shall serve without compensation and have their expenses paid by their appointing agency.

12.4. Leadership.

The Technical Advisory Committee shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

12.5. Advice.

The Technical Advisory Committee shall advise the Governing Board with respect to the technical aspects of the Governing Board's work including developing a Utah Lake Master Plan, standards, goals, best management practices and recommendations for uniform rules, regulations and ordinances.

12.6. Meetings.

Unless otherwise provided by bylaws or resolution of the Board, the Technical Advisory Committee shall meet as often as it deems necessary to conduct its business.

12.7. Information Gathering.

The Technical Advisory Committee, on its own initiative or when requested by the Board or Executive Director, shall gather information, investigate the appropriate issues, and make recommendations to the Board.

12.8 Subcommittees.

The Technical Advisory Committee may create subcommittees from among its members and appoint others to work with said committees as it deems necessary to fulfill its purposes and specific assignments.

ARTICLE 13

Funding, Budget, Accounts and Financial Records

13.1. Funding: Investment and Disbursement of Funds.

The Governing Board shall provide for the investment and disbursement of funds and their periodic review. As an initially agreed upon funding formula, the State of Utah will contribute 35% of the annual budget; the Central Utah Water Conservancy District will contribute 15% of the annual budget; and Utah County and local public agencies who are Members of the Commission will contribute 50% of the annual budget. Additional funding sources shall include Federal grants, if awarded, and contributions from other funding sources as approved by the Governing Board. Utah County and local public agencies that are Members shall contribute based on a formula developed by the Members that include the following equally weighted factors: population, land area and shoreline miles. Other sources of funding could include fees and contributions from other voting members of the Board, Ex Officio Members, other Federal agencies, State agencies, local governments, grants from private individuals or organizations, developers, and businesses. Failure of a member to provide its contribution shall constitute a breach of this Agreement. The funding formula set forth above may be modified by a 2/3 vote of the Commission Members, but such changes shall not take effect until the beginning of a new budget year.

13.2. Annual Budget.

The Governing Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, Bylaws adopted by the Governing Board and applicable law.

13.3. Funds and Accounts.

The Executive Director shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. Financial records of the Commission shall be open to inspection at all reasonable times by Members' representatives and shall be open public records if so required by Utah State law.

13.4. Certified Annual Audit.

The Governing Board shall provide for a certified annual audit of the accounts and records of the Utah Lake Commission, which audit shall conform to generally accepted auditing standards. Such annual audit shall be open for inspection by each Member representative at all reasonable times.

13.5 Executive Director's Responsibility for Funds.

The Executive Director shall have custody of and shall disburse the Commission's funds. The Executive Director shall have the authority to delegate the signatory function to such persons as are authorized by the Governing Board.

13.6. Fidelity Bonds.

Unless otherwise provided for by the Governing Board, a fidelity and/or treasurer's bond may be required of all officers, agents, and personnel authorized to disburse funds of the Commission. The cost of such bond shall be paid by the Commission.

13.7. Financial Records.

The Executive Director shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the bylaws.

13.8. Selling of Services. The Executive Director may authorize the sale of the Commission's services, output or products to other entities upon approval of the Board.

ARTICLE 14

Dissolution of the Commission

14.1. Outstanding Indebtedness.

So long as there are any outstanding Bonds or other indebtedness of the Commission, the Commission shall remain a separate legal entity with all of the power and duties set forth in this Agreement and all of the responsibilities, covenants, and obligations required in the Bond documents.

14.2. Dissolution of the Commission by Vote.

If there are no outstanding Bonds or other indebtedness that cannot be covered by current funds, the Commission may be dissolved with a seventy-five percent (75%) vote of the Members at any time.

14.3. Powers of Governing Board Upon Dissolution.

The Governing Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Utah Lake Commission consistent with and subject to the limits of this Agreement.

14.4. Division of Assets.

Upon dissolution and after payment in full of all outstanding Bonds and other Commission obligations, the Governing Board shall equitably disburse the assets of the Commission to the then current Members. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, *pro rata*.

ARTICLE 15

Filing of this Interlocal Cooperation Agreement

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the Official Record Keeper of each public agency that is a Member hereto and shall remain on file for public inspection during the term of this Agreement.

ARTICLE 16

Miscellaneous Provisions

16.1 Confidentiality.

The Governing Board and Technical Advisory Committee shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by it in accordance with law. The Members shall protect and keep confidential information kept or received by the Commission during the term of this Agreement and after the termination of their membership in the Commission pursuant to the bylaws or other policies adopted by the Board and consistent with law. Nothing in this section shall be construed to allow the Board, the Technical Advisory Committee, the Officers or employees from withholding information from any Commission Member, so long as the Member agrees to maintain the confidentiality of such information.

16.2. Status of Members' Employees.

When members of the Governing Board and the Technical Advisory Committee, and the employees and agents of the Commission are acting on behalf of the Commission within the scope of their authority, office or employment, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Governmental Immunity Act and Section 63-30a-1, et seq., Utah Code, and thus, shall be entitled to indemnification and representation so long as they meet the requirements of Section 63-30(d)-902 of the Utah Code.

16.3. Prohibition Against Assignment.

No Member may assign any right, claim, or interest it may have under this Agreement; and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Commission.

16.4 Severability Clause.

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

16.5. Complete Agreement.

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

16.6. Amendment.

This Agreement may be amended at any time by the written approval of seventy-five percent (75%) of all current Members signatory to it.

16.7. Governing Law.

This Agreement shall be governed according to the laws of the State of Utah.

16.8 Binding Effect.

This Agreement shall bind the parties, their successors and assigns.

16.9 Captions.

The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

16.10 Time.

Time is of the essence of each term, provision, and covenant of this Agreement.

16.11. Appendices and Exhibits.

The Appendices attached hereto, and those Appendices and Exhibits subsequently attached hereto from time to time by a seventy-five percent (75%) vote of the Governing Board, shall be considered to be a part of this Agreement and binding upon all parties. The parties signatures on any Appendices and Exhibits shall be evidence that the same are accepted.

16.12. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16.13. Breach of Agreement.

The failure of a party to comply with the terms and condition of this Agreement shall constitute a breach of this Agreement. A party shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the breaching party's membership.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolution duly and lawfully passed, on the dates listed on the signatory pages, below, to become effective on the Effective Date, first written above.