

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: January 16, 2019

Agenda Item: Consider approval of Resolution 1897 approving entry into an Interlocal Agreement for the Provo River Watershed Council

Objective: Board authorization of Resolution 1897

Background: The water quality of the Provo River watershed and other related drainages is of critical importance to the District. Since as early as 1979, the District has participated in the Provo River Watershed Council (PRWC, fka Jordanelle-Deer Creek Technical Advisory Committee or JTAC). In recent years, close scrutiny of the PRWC agreement form and work plan raised concern to staff and legal counsel of the District resulting in the District changing its participation from funding member to non-funding stakeholder.

The PRWC made changes to the work plan that led to the District reengaging as a funding member. In the District Board meeting held August 13, 2018, the Board approved the District rejoining the PRWC as a funding and voting member. Concerns remained in regards to the Interlocal Agreement (ILA) establishing the PRWC. Since that time, the District has worked with the PRWC to revise the ILA. A Restated and Amended ILA was approved by the PRWC governing board on January 7, 2019. The ILA now requires approval of the District's Board followed by signature of the General Manager and General Counsel.

The current annual cost for the District to participate in the PRWC as a funding member of the PRWC is \$100,000. This annual cost will remain the same for the next five years (FY2019-FY2023), at which time the work plan and related budget needs will be reevaluated by the PRWC.

Committee Activity: The Environmental Committee discussed this item at its meetings on November 29, 2017, January 23, 2018, and April 3, 2018.

Recommendation: Staff recommends approval of Resolution 1897.

Attachments:

1. Resolution 1897
2. Restated and Amended ILA

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

RESOLUTION NO. 1897

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT FOR THE PROVO RIVER WATERSHED COUNCIL

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (the “Interlocal Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions;

WHEREAS, the Metropolitan Water District of Salt Lake & Sandy is a “public agency” as defined in the Interlocal Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the “Provo River Watershed Council” (the “Council”) with the Central Utah Water Conservancy District, Jordan Valley Water Conservancy District, the Metropolitan Water District of Orem, the Metropolitan Water District of Provo, Wasatch County, and the Utah Department of Environmental Quality (the “Members”) to accomplish the purpose of joint and cooperative action and to vest in the Council certain powers set forth in the Act and certain powers possessed by each of the Members;

WHEREAS, the Metropolitan Water District of Salt Lake & Sandy desires to enter into the Restated and Amended Interlocal Agreement Establishing the Provo River Watershed Council (the “Agreement”), substantially in the form attached hereto as Exhibit A, to provide for the creation of the Council and to vest in the Council all such power and authority as is necessary, desirable, or useful to enable the Council to accomplish and give effect to the joint and cooperative action of the Members to implement the objectives of the Council as stated in the Agreement;

NOW, THEREFORE, be it **RESOLVED** by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy that:

1. The Agreement in substantially the form attached hereto as Exhibit A and incorporated herein is hereby approved. The General Manager is authorized to execute the Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy and to take actions reasonably necessary to carry out the intent and purpose of the Agreement and its terms.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Metropolitan Water District of Salt Lake & Sandy for review and approval as to form and compliance with the Interlocal Act.
3. Pursuant to Section 11-13-209 of the Interlocal Act, upon full execution of the Agreement, a duly executed original counterpart thereof shall be immediately filed with the Annalee Munsey, the keeper of the records of the Metropolitan Water District of Salt Lake & Sandy.

4. This resolution takes effect upon adoption. The effective date of the Agreement shall be the date the fully-executed agreement is filed with the keeper of records of each of the Members.

This RESOLUTION was adopted by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy on the 28th day of January 2019.

Tom Godfrey, Chair

STATE OF UTAH)
 :ss:
COUNTY OF SALT LAKE)

The foregoing Resolution was subscribed before me this 28th day of January, 2019 by Tom Godfrey, Chairman of the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

**RESTATED AND AMENDED
INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING THE
PROVO RIVER WATERSHED COUNCIL**

THIS RESTATED AND AMENDED INTERLOCAL COOPERATION AGREEMENT (hereinafter “Agreement”) is made and entered into as of the _____ day of _____, 2019, pursuant to the authority granted in the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, 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” and individually as “Member.”

WITNESSETH:

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act (the “Interlocal Cooperation Act”), Title 11, Chapter 13, Utah Code Annotated (the “Utah Code”), public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action and may agree to create an interlocal entity to accomplish the purpose of the joint or cooperative action; and

WHEREAS, the Interlocal Cooperation Act provides that public agencies may appropriate funds and provide personnel or services to the interlocal entity pursuant to Utah Code Ann. § 11-13-211; and

WHEREAS, the Provo River watershed is one of Utah’s great water resource assets providing drinking water to a substantial portion of the Utah population; and

WHEREAS, cooperative action through the creation of the Provo River Watershed Council (the “Council”) as an interlocal entity would: 1) promote protection of the Provo River system watershed, its tributaries, other connected watersheds (the upper portions of the Weber River and the upper portion of the West Fork of the Duchesne River), and any related reservoirs (the “Watershed”); 2) facilitate orderly planning and development in lands and waters within the Watershed; 3) facilitate orderly planning and development of the quality of water flowing in or into the Watershed; 4) protect an individual jurisdiction’s ability to govern its own area; and 5) assist in the formulation and implementation of comprehensive plans for the management, protection and preservation of the Watershed; and

WHEREAS, the Members desire to promote and support protection of the Watershed as the first barrier in water treatment to provide high quality water to consumers and to reduce contaminant risk in source water; and

WHEREAS, the Members have respectively received appropriate authority to participate, as described herein, in a new Utah interlocal entity to be known as the Provo River Watershed Council; and

WHEREAS, the Members' objective is to respect and be mindful of requirements for water quality as guided by various planning documents and studies as they may change from time to time. These documents and studies include, but are not limited to, the following:

Deer Creek Reservoir and Proposed Jordanelle Reservoir Water Quality Management Plan dated November 29, 1984; Upper Provo River Water Quality Management Plan dated June 1999; Deer Creek Reservoir Drainage Total Maximum Daily Load (TMDL) Study dated March 2002; and Provo River Basin Drinking Water Source Protection Plan dated December 2013; and

WHEREAS, the Members' objective is to respect and be mindful of requirements for water quality as guided by various planning documents, studies, ordinances, statutes, regulations, permits and similar documents as they may change from time to time; and

WHEREAS, the Council is an effective and shared entity for ongoing planning for the Watershed; and

WHEREAS, by focusing on the Watershed in its entirety, the Council can help coordinate with cities, counties, and other agencies in arriving at a comprehensive vision for the Watershed; and

WHEREAS, the Council can identify and help solve issues relating to streams, creeks, and transbasin water supplies feeding into the Watershed, thus increasing the water quality of the overall system; and

WHEREAS, the Council, through the broad participation of the Members and the community, can enjoy increased capability to secure governmental, foundation, and other financial support for activities improving the Watershed; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Members contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereto agree to the following:

ARTICLE 1
Definitions

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

1.1 “Board” means the governing body of the Council, as further provided in Article 10.

1.2 “Board Member” means a person serving on the Board pursuant to Article 10.

1.3 “Council” means the Provo River Watershed Council, the new legal entity created by this Interlocal Cooperation Agreement.

1.4 “Funding Member” means a Member who provides funding for annual operating expenses of the Council.

1.5 “Members” or “Council Members” means each of the participating local districts, counties, municipalities, limited purpose local government entities, the State of Utah as represented by its participating departments, and the federal government as represented by its participating agencies.

1.6 “Watershed” is the natural drainage area of the Provo River above the Murdock Diversion, including any areas contributing to the Provo River through transbasin diversions (Figure 1).

1.7 “Plan” means the annual Council work plan that incorporates guiding principles, goals, and standards for the protection of the Watershed and the rehabilitative redevelopment of the Watershed.

ARTICLE 2
Purposes

The Members desire to work together to develop and implement a Plan as generally outlined below:

2.1 Promote awareness and education about Watershed issues.

The Council shall promote the conservation, restoration, and protection of the Watershed’s natural resources, including fish and wildlife, riparian habitat, and water quality. The Council shall

educate the public as to the importance of the Watershed's resources, particularly as it pertains to clean drinking water.

2.2 Provide a forum for information exchange, analysis, and debate of issues to promote collaborative, consensus-based decision making and planning.

The Council shall provide a professional forum regarding the discussion of Watershed issues among stakeholders. The Council shall be mindful and respectful of other stakeholders' values.

2.3 Monitor and document water quality trends.

The Council shall actively monitor and protect the Watershed. The Council may coordinate with public entities, foundations and other private sources to secure and protect the Watershed. The Council shall be authorized to spend Council funding for projects directly benefitting waters in the Watershed in accordance with Article 6, below. The Board shall report at least annually to the Council on water quality trends in the Watershed.

2.4 Maximize communication, relationships, and partnerships among Members and stakeholders by respecting social and cultural values.

The Council shall coordinate communication among agencies and organizations regarding all aspects of land use, water use, water rights, watershed protection, recreation, public facilities, and natural resource planning and management that affect the Watershed. The Members will cooperate with state, federal and local governments, as well as private landowners and organizations to implement the purposes and goals of the Council. The Council shall coordinate with agencies and entities having jurisdiction over, within, or affecting the Watershed so that the overall health and well-being of the Watershed are considered in the activities of those agencies and entities.

2.5 Encourage a sustainable, watershed level, ecosystem approach to planning and activities.

The Council shall develop and implement ongoing water quality management plans for the Watershed. The Council will engage in a continuing planning process that involves the Members, other governmental entities, and the community to guide land management and water quality planning within the Watershed. The Council shall monitor economic development activity in the Watershed to ensure efficient and orderly development that harmonizes with the purposes of the Council.

ARTICLE 3
Term of the Agreement

The term of this Agreement shall be for fifty (50) years from the Effective Date, unless this Agreement is sooner terminated by vote of two-thirds (2/3) of the Board Members or by operation of law.

ARTICLE 4
Creation of the Provo River Watershed Council

4.1 Independent Legal Entity; Scope.

The Provo River Watershed Council becomes 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 Council study and action includes the Watershed as defined in Article 1.7.

4.2 Funding.

The Council will have a budget as funded by the Board which allows it to procure services from participating governmental entities, and retain the services of necessary legal counsel and consultants in accordance with an annual budget approved by the Board, in accordance with Article 6, below.

ARTICLE 5
Members of the Council

5.1 Initial Membership.

Only members of the Board of the Council, as created in Article 10, will be signatories to this Agreement. Each signatory to this Agreement hereby contracts with the other signatories of this Agreement to form, and become a Member of, the Council to accomplish the purposes set forth in Article 2 herein.

5.2 Withdrawal.

Each Member of the Council acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Article 5.3 shall not adversely affect this Agreement nor such Member's contractual relationship with any other Member to this Agreement. Withdrawal of a Member does not relieve the Member's obligation, if a Funding Member, to pay its annual dues for the then-current fiscal year ending June 30 or its share of obligations and liabilities incurred

prior to withdrawal.

5.3 Notice of Withdrawal.

A Member may withdraw from this Agreement and the Council if the governing body of the Member gives written notice of its intent to withdraw from the Council no later than May 1 of a given year. Such withdrawal shall take effect on the last day of the then-current fiscal year or earlier, as approved by the Board. Any such notice shall not affect the obligation of a Member to pay its financial obligations to the Council for the then-current fiscal year, including payment of its annual budget commitment. A withdrawal may not materially or adversely affect any project previously planned or approved by the Board, and all funds remain with the Council and will not be refunded. A Member who withdraws its membership shall have no further obligations to the Council and the Council shall have no further obligations to the withdrawn Member, except as otherwise expressly provided for herein. The fact that a Member has previously withdrawn its membership or its membership has been cancelled shall not prohibit said Member from rejoining the Council as provided in Article 5.4.

5.4 Subsequent Membership.

Prospective Members who do not initially approve and become signatories to this Agreement, or have withdrawn and wish to reapply, or are newly created public agencies, may join and become signatories to this Agreement upon approval of, and pursuant to the conditions established, by the Board. Any new entity joining the Council pursuant to this Section 5.4 that desires to be a Funding Member may do so by providing funding at a level that matches or exceeds the funding level of the current Member with the smallest funding level. The funding level for an entity that has previously withdrawn and wishes to reapply will be established by the Board, but will generally not be less than the funding level at the time of withdrawal.

ARTICLE 6

Funding, Budget, Accounts and Financial Records

6.1 Funding: Investment and Disbursement of Funds.

A fiscal year shall begin on July 1 and end on June 30. Funds paid to the Council shall cover the Council's annual operating expenses, including projects approved by the Board. The funding commitment will be for a period of five fiscal years (beginning with fiscal year 2019 and ending with fiscal year 2023); subject to appropriations by each Funding Member's governing body. The funding level for the Council is anticipated to be \$335,000.00 per fiscal year, beginning on July 1, 2018

The funding level for fiscal years 2019 through 2023 for each Funding Member to be paid July 31 of each fiscal year shall be as follows:

Central Utah Water Conservancy District:	\$100,000.00
Jordan Valley Water Conservancy District:	\$100,000.00
Metropolitan Water District of Salt Lake & Sandy	\$100,000.00
Metropolitan Water District of Provo:	\$15,000.00
Metropolitan Water District of Orem:	\$20,000.00

The Board shall provide for the investment and disbursement of funds and their periodic review. At the end of the five-year period of initial funding established above and any subsequent five-year period, the Funding Members agree to evaluate the overall funding level and funding allocations for the next five-year period and the level of funding of each Funding Member. The Board may also evaluate the overall funding level if new Funding Members join as outlined in Article 5.

Members may provide additional resources via in-kind funding or providing services that benefit the Council at each Member's own discretion. Additional resources of this nature will not be used to offset the funding levels in this Section 6.1 unless otherwise approved by the Board.

6.2 Annual Budget

The Board shall annually adopt a budget and Plan pursuant to the provisions of Article 6.1 of this Agreement. The annual budget and Plan shall be approved by the Board and distributed in writing to the Members no later than April 15 of each year for the next fiscal year. The Members recognize and agree that all individual Funding Member contributions are subject to the availability and appropriation of funds by that Funding Member's governing body.

6.3 Funds and Accounts

Unless otherwise agreed upon by the Board, the Division of Water Quality shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State of Utah's Budgetary Procedures Act, Utah Code Ann. 63J-1-101 *et seq.*, to collect administer, and disburse funds for the Council, as directed by the Board. Financial records of the Council shall be open to inspection at all reasonable times by Members' representatives and shall be public records if so required by Utah state law. The Division of Water Quality will disburse funds on behalf of the Council at the direction of the Board.

6.4 Financial Records

Unless otherwise agreed upon by the Board, the Division of Water Quality shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of the Council's assets, liabilities, receipts, and disbursements. Financial reports shall be provided to the Members at least once per calendar quarter.

ARTICLE 7

Powers and Authority of the Council

7.1 Interlocal Cooperation Act Powers.

In addition to the powers granted by the Interlocal Cooperation Act , the Council shall have the following powers:

7.1.1 Except as otherwise provided herein, to lawfully cooperate and/or contract with other entities or Members to accomplish the purposes of this Agreement.

7.1.2 To exercise all powers held by the Members that are necessary to carry out the purposes of this Agreement as described in Article 2.

7.2 Receive Federal and State Grants and Private Funds.

The Council is hereby authorized to receive federal, state, and local grants; other grants; or funds from private organizations for all planning and development programs and projects which are specifically intended to accomplish the purposes of this Agreement. All such grants or funds shall be received and maintained in accordance with Article 6.3, above.

7.4 The Council has no Superseding Authority.

The Members acknowledge that the Council has no authority over them and does not 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 Council have superseding authority over other government entities and jurisdictions. The Council shall not have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction. The Board reserves the right to recommend changes to duly adopted plans or decisions of any agency or jurisdiction.

7.5 Contracts.

The Council or any individual Member, with the Board's approval and authorization, may enter into contracts and agreements, accept all funds resulting therefrom, and contract for the

provision of services with private organizations, foundations, the federal government, the State of Utah, counties, municipal corporations, and/or any other governmental agencies for any purpose necessary or desirable for dealing with affairs of mutual concern. Any provision of services for the Council established pursuant to this Section 7.5 shall be procured pursuant to applicable laws, ordinances, rules, regulations, and/or policies of the Member authorized to enter into contracts for the provision of services.

7.6 Exercise of Powers.

All powers of the Council shall be exercised pursuant to the terms of this Agreement and any governing laws.

ARTICLE 8
Responsibilities of the Council

8.1 Maintain a Provo River Watershed Council Plan.

The Council shall maintain an annual Plan, which will be developed and approved by the Board. The Plan shall be a guideline for the Council's activities. The Plan shall be reviewed on a regular basis by the Board and amended or updated as required. The Council shall consider related studies performed by public or private entities in its review of the Plan. In no case shall such reviews be performed less frequently than once each year.

8.1.1 The Plan review and adoption process shall achieve the purposes of the Council by:

8.1.1.1 Identifying and securing funding for operations, programs and projects.

8.1.1.2 Creating advisory committees as needed.

8.1.1.3 Gathering information, including, but not limited to, water quality, hydrology, scientific, land use, recreation, transportation, public facilities, and natural resource studies or 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 Watershed, including the chemical, physical, environmental, wildlife, and biological integrity of the Watershed.

8.1.1.6 Considering public input and participation throughout the process.

8.1.2 The Plan shall include the following correlated elements:

8.1.2.1 Recommendations for use by governmental agencies in developing plans for the Watershed including land use planning coordination.

8.1.2.2 A natural resources conservation and management plan which includes, but is not limited to, protecting and improving the water quality of the Watershed in order to improve all aspects of drinking water, conservation, riparian interests, and wetlands.

8.1.2.3 Protection plans for the Watershed.

8.1.2.4 A water quality monitoring program.

8.1.2.5 Prioritization of initiatives necessary for the protection of the Watershed, and its water quality and ecosystem.

8.1.3 The Plan shall take into consideration the General Plans of governmental agencies having jurisdiction over the Watershed.

8.1.4 The Board shall coordinate the implementation of the Plan as follows:

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

8.1.4.2 Establish policies and procedures that assure problem solving, communication, and coordination with governmental agencies that are not Members of the Council.

8.1.4.3 Encourage public participation.

8.1.4.4 Review governmental agencies' currently adopted plans for the Watershed and recommend additions or changes in conformance with the Plan. This review will include offering assistance, technical reviews and coordination of all planning and activities that will impact the Watershed.

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

8.1.4.6 Provide an updated compilation of currently adopted plans, studies, permits, ordinances, and related information for the benefit of the Members.

8.2 Approval of Plan.

The Board shall develop the proposed Plan and present it to the Council for review and comment. Based on input from the Council, the Board may modify the proposed Plan. The Board will approve the final Plan by April 15 of each year for the ensuing fiscal year beginning on July 1.

8.3 Review of Private Development Proposals.

Upon approval by the Board of processes for the review of private development plans, programs and proposals, including residential, commercial, and recreational developments, ("private submissions"), the Council will review all such private submissions for lands in the Watershed. The Council shall review private development proposals as they occur, upon request of the affected Member or the private party and develop comments regarding consistency with water quality goals. The Council shall provide timely comments on the proposed development to the local jurisdiction and the proponent of the development. The Council may work with the parties to resolve any issues of inconsistency by providing detailed research, suggestions, and advisory and technical support required to bring the private submission into consistency with Watershed plans. The comments of the Council are advisory only and final approval of the specifics of any plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

8.4 Review of Proposed Governmental Agency Actions.

Upon approval by the Board of processes for the review of government agency plans, programs, proposals, regulations, ordinances, rules or modifications thereof ("agency submissions"), the Council will review all such agency submissions that affect lands within the Watershed. The Council shall review governmental agency actions as they occur, upon request of the affected Members or the government agency and develop comments regarding consistency with water quality goals. The Council shall provide timely comments on the proposed action to the local jurisdiction and the government agency. The Council may work with the agency to resolve any issues of inconsistency by providing detailed research, suggestions, and advisory and technical support required to make the agency submission consistent with Watershed plans. The

comments of the Council are advisory only and final approval of the specifics of any plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

8.5 Identify Maintenance Needs.

Continually identify maintenance projects and opportunities for improvements that should be pursued; develop funding, an annual work Plan, 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 63G, Chapter 7, 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.

9.3 Obligations Special and Limited.

The obligations entered into by each Member pursuant to 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 finance projects undertaken by the Council.

ARTICLE 10
Board

10.1 Appointment.

There is hereby created a Board of the Council, which shall consist of the following:

10.1.1 One appointed representative from each of the Funding Members:

Central Utah Water Conservancy District, Jordan Valley Water Conservancy District, Metropolitan Water District of Provo, Metropolitan Water District of Orem, Metropolitan Water District of Salt Lake & Sandy, and any future Funding Member. Pursuant to Article 5.4, new Funding Members may be added, and may appoint a representative to the Board. Each representative of a Funding Member will be entitled to one vote on matters brought before the Board;

10.1.2 One representative from each of the following governmental entities: Summit County, Utah County, and Wasatch County, each chosen by the applicable County Council. Each representative from a county shall be an ex-officio, non-voting member of the Board;

10.1.3 One representative from either the Utah Division of Water Quality or the Utah Division of Drinking Water (the “DEQ Representative”), each chosen by the applicable Division Director, who shall be ex-officio, non-voting member of the Board.

10.2 Board Terms.

The Board members shall serve until replaced by another representative from the appointing Member organization.

10.3 Compensation.

Board members shall serve without compensation and have their expenses paid by their appointing Member organization.

10.4 Leadership.

The Board shall have a Chair and Vice-Chair elected by and from the Board members, whose term shall be for a period of one year but can be re-elected on an annual basis. The DEQ Representative will typically serve as the Executive Secretary unless that position is otherwise appointed by the Board.

10.5 Alternates.

A Board representative may authorize and direct an alternate to act in his or her place at a Board meeting, except if the Board representative is the Chair, then that Board representative’s responsibilities for conducting the meeting or signing documents shall fall to the Vice-Chair.

10.6 Regular Meetings.

The Board should hold regularly scheduled meetings to accomplish the objectives of the Council. The Board shall hold at least one regular meeting annually. Meetings may be conducted by telephone or other electronic means of communication. The meeting date, time and agenda will be established by the Chair or by a majority vote of the Board. All meetings of the Council will be held in compliance with the Open and Public Meetings Act, Title 52, Chapter 4 of the Utah Code.

10.7 Minutes and Recordings.

The Board shall cause to be kept minutes and recordings of all meetings of the Board, which shall comply with the requirements of Utah Code Ann. § 52-4-203 as it presently exists and may change.

10.8 Majority Vote.

The presence of a majority of Board members entitled to vote shall constitute a quorum for the transaction of business. Unless a greater vote is required by this Agreement, decisions and actions of the Board shall be made by majority vote of a quorum.

10.9 Notice of Meetings.

Notice to Board members shall be sufficient if delivered one week in advance in writing or by e-mail to the Board member at the address or e-mail address provided. Public notice of all meetings shall be given as provided in Utah Code Ann. § 52-4-202 as it presently exists and may change.

10.10 Requests for Information.

The Board shall have an ongoing duty to see that all of its Members are informed regarding all activities of the Council and, accordingly, shall cause a copy of all materials 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.

ARTICLE 11
Powers and Duties of the Board

11.1 Powers and Duties.

The Board may not delegate the following powers and duties: (i) the election of the Chair and Vice Chair of the Board; (ii) the power to recommend proposed changes to the Agreement that must be approved by the Members' governing bodies; (iii) the power to terminate or dissolve the Council; and (iv) the adoption of budgets, work plans, amendment of budgets or the allocation or reallocation of budgeted amounts between budget categories.

11.2 Guidelines.

The Board shall have the authority to establish guidelines governing its own conduct. Each member shall receive a copy of any guidelines adopted.

11.3 Records.

The records of the Council shall be made available to the governing body and/or legal counsel of each Member.

ARTICLE 12
Dissolution of the Council

12.1 Outstanding Indebtedness.

So long as there is any outstanding indebtedness of the Council, the Council shall remain a separate legal entity with all of the powers and duties set forth in this Agreement.

12.2 Dissolution of the Council by Vote.

If there is no outstanding indebtedness that cannot be covered by current funds, the Council may be dissolved by two-thirds (2/3) vote of Board members any time.

12.3 Powers of Board upon Dissolution.

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

12.4 Division of Assets.

Upon dissolution and after payment in full of all outstanding Council obligations, the Board shall equitably disburse the assets of the Council to the then-current Funding Members.

ARTICLE 13

Filing of this Interlocal Cooperation Agreement

A copy of this Agreement shall be placed on file in the office of the official record keeper of each public agency that is a Member and shall remain on file for public inspection during the term of this Agreement.

ARTICLE 14 Miscellaneous Provisions

14.1 Records.

The records of the Council shall be governed by the Government Records Access and Management Act (“GRAMA”), Utah Code Ann. § 63G-2-101 *et seq.*, 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 Council.

14.2 Status of Members’ Employees.

When members of the Board and the employees and agents of the Council are acting on behalf of the Council 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 Immunity Act and § 63G-7-101, *et seq.*, and thus, shall be entitled to indemnification and representation so long as they meet the requirements of said Act.

14.3 Prohibition Against Assignment.

No Member may assign this Agreement or 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 Council.

14.4 Notices.

All notices and other communications required or otherwise allowed by this Agreement shall be given to the Members as follows:

Mike Davis
ATTN: Doug Smith
Wasatch County
25 North Main St.
Heber, UT 84032

Richard Bay
Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088

Steve Brown
Metropolitan Water District of Orem
1450 West 550 North
Orem, UT 84057

Dan Johnson
Metropolitan Water District of Provo
1377 South 350 East
Provo, UT 84060

Brad Johnson
Utah Department of Environmental Quality
195 North 1950 West
Salt Lake City, UT 84116

Gene Shawcroft
Central Utah Water Conservancy District
1426 East 750 North Suite 400
Orem, UT 84097

Michael DeVries
Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093

14.5 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 will not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

14.6 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.

14.7 Amendment.

This Agreement may be amended and/or extended at any time by the written approval of all Board Members.

14.8 Governing Law.

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

14.9 Binding Effect.

This Agreement shall bind the Members and their successors.

14.10 Captions.

The captions to the various Articles 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.

14.11 Time.

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

14.12 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.

14.13 Breach of Agreement.

The failure of a Member to substantially comply with the material terms and conditions 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 Member's membership.

SIGNATURE PAGE

INTERLOCAL COOPERATION AGREEMENT

ESTABLISHING THE PROVO RIVER WATERSHED COUNCIL

IN WITNESS WHEREOF, the Members have signed and executed this Interlocal Cooperation Agreement Establishing the Provo River Watershed Council, after resolution duly and lawfully passed to become effective on the date the fully executed Agreement is recorded with the record-keeper for each of the Members.

Central Utah Water Conservancy District

By _____
Gene Shawcroft, General Manager

Date: _____

Reviewed as to proper form and compliance with applicable law by:

CLYDE SNOW & SESSIONS

By _____
Steve Clyde

Date: _____

Jordan Valley Water Conservancy District

By _____
Corey L. Rushton, Chair of the Board
of Trustees

Date: _____

Reviewed as to proper form and compliance with applicable law by:

By _____
Reid Lewis

Date: _____

Metropolitan Water District of Orem

By _____
Steven Brown, Chairman

Date: _____

Reviewed as to proper form and compliance with applicable law by:

[FIRM]

By _____
[Lawyer]

Date: _____

Metropolitan Water District of Provo

By _____
Dan Johnson, Chairman

Date: _____

Reviewed as to proper form and compliance with applicable law by:

[FIRM]

By _____
[Lawyer]

Date: _____

Metropolitan Water District of Salt Lake & Sandy

By _____
Michael DeVries, General Manager

Date: _____

Reviewed as to proper form and compliance with applicable law by:

SNOW CHRISTENSEN & MARTINEAU

By _____
Shawn E. Draney

Date: _____

Utah Department of Environmental Quality

By _____
Brad Johnson, Deputy Director

Date: _____

Reviewed as to proper form and compliance with applicable law by:

By _____
[Lawyer], Assistant Utah
Attorney General

Date: _____

Wasatch County

By _____
Mike Davis, County Manager

Date: _____

Reviewed as to proper form and compliance with applicable law by:

By _____
[Lawyer], County Attorney

Date: _____