

INTERLOCAL COOPERATION AGREEMENT
by, between, and among

Alpine City; American Fork City; Cedar Fort; Cedar Hills; Charleston; Coalville; Elk Ridge; Francis; Genola; Goshen; Heber City; Henefer; Highland; Kamas; Lehi; Lindon; Mapleton; Midway; Oakley; Orem; Park City; Payson; Pleasant Grove; Provo; Salem; Santaquin; Spanish Fork; Springville; Vineyard; Wallsburg; Woodland Hills; Summit County; Utah County; Wasatch County.

**Relating to Mountainland
Association of Governments**

INTERLOCAL COOPERATION AGREEMENT

This is an interlocal cooperation agreement entered into by, between, and among the following cities, towns, and counties which are all political subdivisions of the State of Utah:

Alpine City; American Fork City; Cedar Fort; Cedar Hills; Charleston; Coalville; Elk Ridge; Francis; Genola; Goshen; Heber City; Henefer; Highland; Kamas; Lehi; Lindon; Mapleton; Midway; Oakley; Orem; Park City; Payson; Pleasant Grove; Provo; Salem; Santaquin; Spanish Fork; Springville; Vineyard; Wallsburg; Woodland Hills; Summit County; Utah County; Wasatch County.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish Mountainland Association of Governments as an area agency to provide services to the parties hereto in the areas of government administration, planning and zoning, transportation planning, health care, social services, economic development, workforce assistance, travel and tourism, aging and adult services, and other services and functions as allowed by statute (UCA 11-13-3, as from time to time amended); and to own and operate facilities from which to provide such services.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, (a) upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement, and (b) when it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement as indicated by signature on the respective Resolutions adopting this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the official records of each of the parties hereto. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until not later than fifty (50) years from the effective dates hereof.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties to this Agreement intend to establish Mountainland Association of Governments as a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Mountainland Association of Governments shall be governed by its Executive Council, comprised of each city's or town's mayor or designated council member and all county commissioners of the participant counties, and a designated representative from any other public agency a member hereof, pursuant to the Articles of Association and By-Laws as adopted and from time-to-time amended.

The Executive Council shall have all powers necessary to adopt, amend, or replace the

Articles of Association and By-Laws.

The Executive Council will have a chairperson chosen from its membership. The chief operating officer of Mountainland Association of Governments will be its Executive Director, who shall serve at the pleasure of the Executive Council.

The Executive Council may establish from time to time such committees from its membership as shall be deemed appropriate. One such standing committee shall be the Steering Committee.

Each vacancy on the Executive Council, or any committee thereof, shall be filled by appointment by the appointing authority which originally appointed that person to the Executive Council.

Section 3. PURPOSES.

This Interlocal Cooperation Agreement has been established and entered into between the parties hereto for the purpose to permit the parties hereto as local governmental units to make the most efficient use of their powers by enabling them to co-operate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities and to provide the benefits of economy of scale, economic development and utilization of natural resources for the overall promotion of the general welfare of these participant cities and counties.

Section 4. MANNER OF FINANCING.

Mountainland Association of Governments will be financed by voluntary contributions from the parties made annually on a basis and in amounts as agreed by the parties and approved

by the Executive Council. Mountainland Association of Governments will also seek funding by grants, stipends, contract and otherwise from and with federal, state, and local funding sources, as well as private donation.

Mountainland Association of Governments will have no taxing or assessment powers.

Section 5. METHOD OF TERMINATION.

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of Section 1 of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate its participation in Mountainland Association of Governments thirty (30) days after providing written notice of such termination of participation to Mountainland Association of Governments and the other parties.

Section 6. ADDITION OF OTHER MEMBERS.

Other public agencies may become parties to this Interlocal Cooperation Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the entity to be added and the Addendum must be reviewed and approved as to form and compatibility with the laws of the State of Utah by the attorney for the entity to be added. Prior to becoming effective, as to that added entity, the existing Executive Council must approve the adding of such public agency, by a two-thirds majority vote of members of the Executive Council present at the next regular Executive Council meeting after notice from the proposed added entity that it seeks admittance and has adopted a resolution to join Mountainland Association of Governments. After the added entity is approved, a copy of this Interlocal Cooperation Agreement and the

Addendum shall be filed with the person who keeps the records of the entity being added to this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

A copy of the executed Interlocal Cooperation Agreement shall be placed on file in the office of the official keeper of records of each public agency a party hereto, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement, which copy shall bear the signature of the representative of such public agency.

Section 8. ADOPTION REQUIREMENT.

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party. The admission of new entities to Mountainland Association of Governments under Section 6 hereof, shall not be deemed an amendment of this Interlocal Cooperation Agreement.

Section 10. SEVERABILITY.

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

All parties to this Agreement, as well as other entities which may be added by Addendum, are public agencies defined by the Interlocal Cooperation Act (UCA 11-13-3). Each party agrees to indemnify and save harmless the others from damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63-30-34.

Section 13. TITLE TO ASSETS.

Mountainland Association of Governments shall have power to hold title to all assets acquired by it as a legal entity.

Section 14. GENERAL POWERS

In addition to the other provisions hereof, and all other powers of entities created under the Interlocal Cooperation Act, Mountainland Association of Governments shall have those powers provided pursuant to Utah Code Annotated, 1953 as amended, Section 11-13-5.6(3):

- (a) To adopt, amend, and repeal rules, bylaws, and regulations, policies, and procedures for the regulation of its affairs and the conduct of its business, to sue and be sued in its own name, to have an official seal and power to alter that seal at will, and to make and execute contracts and all other instruments necessary to convenient for the performance of its duties and the exercise of its powers and functions under the Interlocal Cooperation Act.
- (b) To own, acquire, construct, operate, maintain, repair or cause to be constructed, operated, maintained, and repaired such facilities as shall be necessary to the purposes of Mountainland Association of Governments.
- (c) To borrow money and incur indebtedness and issue notes or other obligations payable.
- (d) To enter into agreements with other public agencies and other parties and entities.
- (e) To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities.
- (f) To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and staff resources.
- (g) To serve as a multi-purpose "umbrella-type" organization to engage and carry out planning and development programs, as determined by the Association to be applicable to achieve regional benefit and advantage.
- (h) To serve as a reviewing and policy-making body with respect to proposals of both public

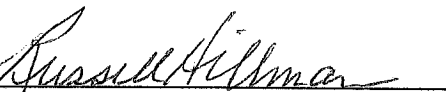
and private agencies.

- (i) To provide a continuing organizational means to insure effective communication and coordination among public officials pertaining to regional interests.
- (j) To maintain liaison with members, governmental units, and groups or organizations, and to serve as regional spokesman for local governments.
- (k) To perform such other functions as may be deemed appropriate.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

DATED: 08/04/97

MOUNTAINLAND ASSOCIATION OF
GOVERNMENTS

by 
Russell Hillman
Chairperson of Executive Council

AMENDMENTS AND ADDENDA
to the
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS
INTERLOCAL COOPERATION AGREEMENT

Pursuant to Section 9, "Amendments," of the Interlocal Cooperation Agreement relating to Mountainland Association of Governments, the following amendments and addenda to the Interlocal Cooperation Agreement (the "Agreement") by, between and among Alpine City; American Fork City; Cedar Fort; Cedar Hills; Charleston; Coalville; Elk Ridge; Francis; Genola; Goshen; Heber City; Henefer; Highland; Kamas; Lehi; Lindon; Mapleton; Midway; Oakley; Orem; Park City; Payson; Pleasant Grove; Provo; Salem; Santaquin; Spanish Fork; Springville; Vineyard; Wallsburg; Woodland Hills; Summit County; Utah County; Wasatch County; relating to Mountainland Association are adopted.

[A] The following paragraph is added to the end of Section 1 of the Agreement:

The effective date hereof is August 4, 1997, the date this agreement was executed by the Chairperson of the Executive Council of Mountainland Association of Governments.

[B] The following paragraphs are added to the end of Section 5 of the Agreement.

Upon termination of Mountainland Association of Governments, it will

- (1) Return all assets to the funding sources which have provided such assets, as required by funding agreements and regulations, and as requested by such funding sources; and
- (2) Dispose of all remaining assets by liquidation and distribute the proceeds of such liquidation to each of its member entities in equal fractional amounts based upon the fraction derived by dividing one (1) by the number of member entities at such termination.

[C] The following paragraph is added to the end of Section 6 of the Agreement:

Copies of the Addenda adding additional member entities to Mountainland Association of Governments, together with copies of the resolutions of such entities by which they have joined, shall be distributed to all existing member entities after adoption of the addenda by the Executive Council.

[D] Section 14(a) of the Agreement contains a typographical error. The phrase "necessary to convenient" in the last clause of Section 14(a) should read "necessary or convenient." Section 14(a) is amended to read, in its entirety, as follows:

(a) To adopt, amend and repeal rules, bylaws, and regulations, policies, and procedures for the regulation of its affairs and the conduct of its business, to sue and be sued in its own name, to have an official seal and power to alter that seal at will, and to make and execute contracts and all other instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions under the Interlocal Cooperation Act.

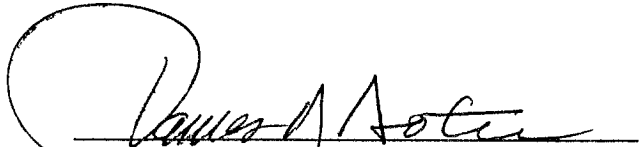
[E] Section 14(c) of the Agreement is amended to read, in its entirety, as follows:

To borrow money and incur indebtedness and issue notes or other obligations payable and to repay and retire the said indebtedness from available operating funding, grant funds, contracts, and contributions from participating jurisdictions or agencies.

IN WITNESS WHEREOF, the parties have signed and executed these
Amendments and Addenda to the Mountainland Association of Governments Interlocal
Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed
below:

DATED: November 19, 1998

MOUNTAINLAND ASSOCIATION OF
GOVERNMENTS



Chairperson of Executive Council