



City of La Verkin

435 North Main St., La Verkin Utah, 84745

(435) 635-2581 Fax (435) 635-2104

www.laverkin.org

Confluence Park Executive Board and Technical Advisory Committee **Amended** Agenda **Wednesday, January 19, 2022, 3:00 p.m.** 435 N. Main Street, La Verkin, Utah

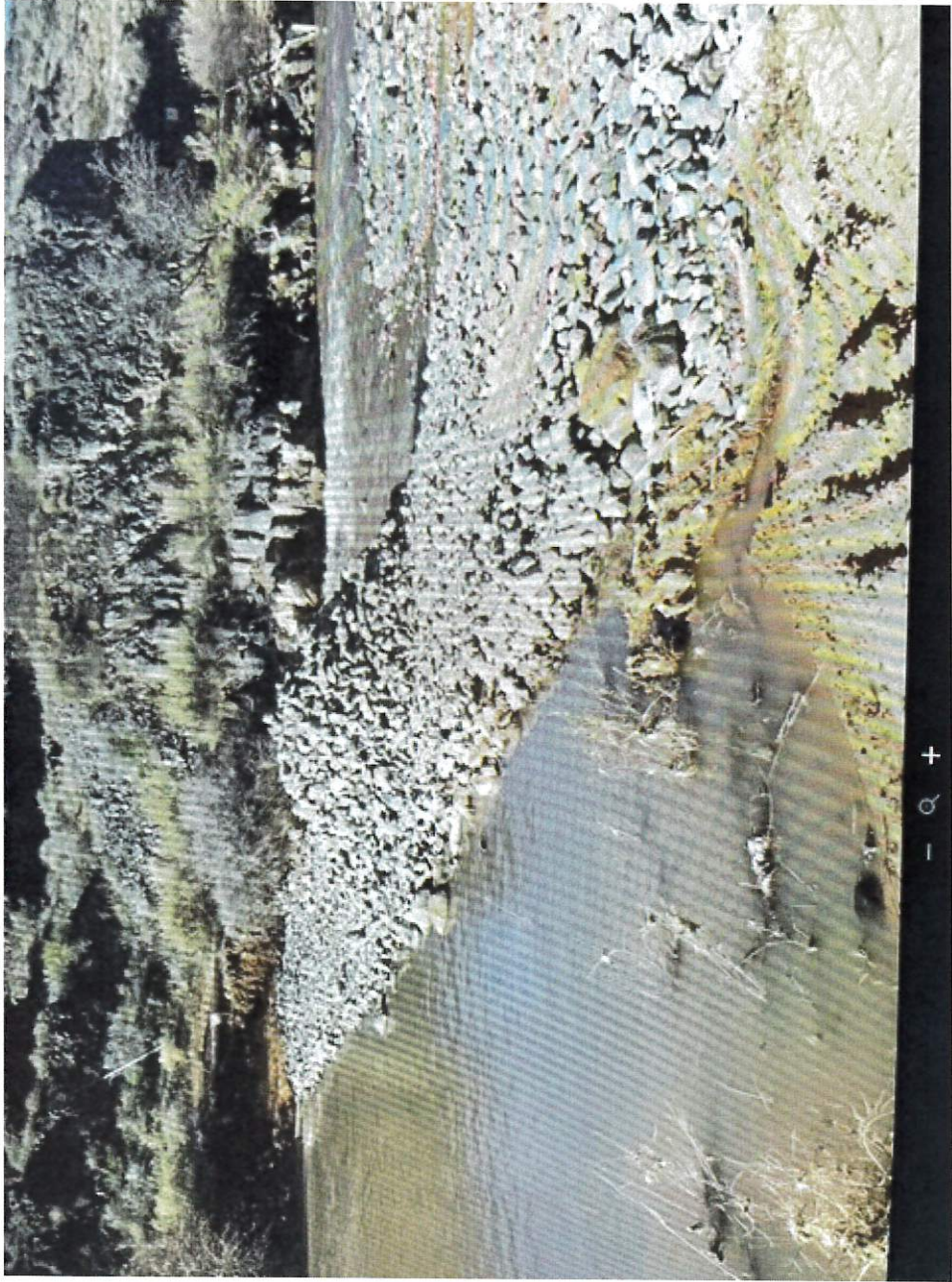
- I. Meeting Called to Order
- II. Approve Minutes: October 20, 2021, and November 17, 2021
- III. Business:
 1. Update on the Confluence Park bridge project
 2. Update on the LeRay McAllister Grant & restoration efforts
 3. Other projects
 - ~~4. Discussion and possible action on moving meeting date and/or time~~
 5. Discussion and possible action to amend the Confluence Park Bylaws from monthly meetings to meeting every other month.
- IV. Public Concerns for Board Consideration: Identification of issues for consideration of future meetings
- V. Board Members Concerns:
- VI. Adjourn

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should notify Christy Ballard, City Recorder (435) 635-2581 at least 48 hours in advance.

Certificate of Posting

The City Recorder does hereby certify that the agenda was sent to each member of the board, sent to the Spectrum newspaper, posted on the La Verkin City website www.laverkin.org and the Utah Public Meeting Notice website <http://pmn.utah.gov> and at the city office buildings at 111 S. Main and 435 N. Main on **January 18, 2022**.

Christy Ballard
City Recorder



INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATIONS AND MANAGEMENT OF THE CONFLUENCE PARK

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "this Agreement") is made and entered into as of the _____ day of _____, 20____, by and between the signatories to this Agreement. The signatories to this Agreement are "public agencies" as defined in the Utah *Interlocal Cooperation Act* ("the ICA"), and are hereinafter referred to collectively as "the Parties" and individually as "the Party."

WITNESSETH:

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

WHEREAS, the Parties to this Agreement believe that the canyon or canyons containing the waterways of Virgin River, LaVerkin Creek, and Ash Creek, at and in the vicinity of their point of confluence, and the land and vegetation adjacent to or near the same, designated (and known herein) as **Confluence Park ("Park")**, constitute and comprise some of Utah's greatest natural, recreational, historical and cultural treasures; and

WHEREAS, the Parties further believe that cooperative action through the creation of a management agency would promote beneficial utilization of the various resources of the Park, facilitate orderly planning and development of the waterways, trails, and lands located within and immediately adjacent to the Park, and assist in the implementation of the *Confluence Nature Park Final Plan* and future plans relating to the Confluence Park and its operation, management and development; and

WHEREAS, the Parties to this Agreement have respectively received appropriate authority to enter into this Interlocal Agreement ("Agreement");

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 I

Parties

- 1.1. Parties. The Parties to this Agreement shall be Washington County, Hurricane City, LaVerkin City, and Toquerville City.
- 1.2. Withdrawal. Each Party hereto acknowledges and agrees that the withdrawal of any other Party from this Agreement, pursuant to Section 1.3 hereof, shall not adversely affect the recognized and continued validity and existence of this Agreement nor such Party's contractual relationship with the other Parties to this Agreement then remaining.
- 1.3. Notice of Withdrawal. A Party may withdraw from this Agreement (and the Agency established hereby), provided (a) the Governing Body of said Party gives written notice of its intent to withdraw; (b) that such notice is provided to each party at least sixty (60) days prior to the effective date on which the Party intends to withdraw, and (c) such withdrawal does not materially adversely affect any project, obligations, or liabilities previously approved or incurred as a result of this Agreement. Additionally, the provisions of Article XII, Section 12.4, regarding the disposal of property upon partial or complete termination of this Agreement shall be followed.

ARTICLE II

Definitions

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

- 2.1 "Board" or "Executive Board" means the body making recommendations to the Parties regarding the management of the Park.
- 2.2. "Board Member" or "Board Members" means and includes the members of the Executive Board, individually or as a group.
- 2.3. "Confluence Park" or "Confluence Nature Park" or "the Park" means the geographical area, of over 330 acres, containing the waterways of the Virgin River, LaVerkin Creek, and Ash Creek, at and in the vicinity of their point of confluence, and the lands and vegetation adjacent to or near the same, as identified and set forth in **Exhibit 1**.

- 2.4. "Effective Date" means the date that the Parties to this Agreement have all approved this Agreement pursuant to Utah Code Annotated, § 11-13-205(5) (1953, as amended).
- 2.5. "Governing Body" or "Governing Bodies" means, individually or collectively, the County Commission of Washington County, and the City Councils of the cities of Hurricane, LaVerkin, and Toquerville.
- 2.6. "Parties" or "Parties hereto" or "Parties to this Agreement" means, collectively, and or "Party" or "Party hereto" or "Party to this Agreement" means, individually, the county of Washington County and the cities of Hurricane, LaVerkin, and Toquerville. Said entities are parties to this Agreement.
- 2.7. "Operation and Maintenance Expenses" or "O&M Expenses" means all expenses reasonably incurred or paid to any person or 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 Park shall be included.
- 2.8. "Technical Advisory Committee" or "TAC" means the technical advisory subcommittee, formed pursuant to Article XI to advise the Executive Board on water quality, fish and wildlife preservation and enhancement, and environmental, development, engineering and other technical issues associated with Confluence Park.

ARTICLE III

Purposes

This Agreement is entered into by the Parties in order to:

- 3.1. Promote the Purpose of the Conservation Easement. Facilitate and promote the stated purpose of the *Conservation Easement* from Washington County to the State of Utah and/or certain of its agencies: *i.e.*, to retain the Park property, including waterways therein, in its natural, open-space condition and prevent use or uses which would impair the conservation values for which the Park property is being protected.
- 3.2. Facilitate and Promote the Purposes of the Confluence Nature Park Final Plan (May 15, 2007, as amended). Further develop and implement, with regards to the Park, management strategies which (a) preserve and protect its significant historic and

prehistoric resources; (b) protect the unique solitude and scenic vistas of the park and areas adjacent thereto; (c) preserve, protect and enhance habitat for the protection of native species therein; (d) provide educational experiences that enhance one's appreciation of and for the area's rich cultural, historical, and wildlife and natural resources; and (e) foster mutually supportive partnerships with private and public organizations and individuals to achieve visitor use and resource-protection goals.

- 3.3. Facilitate Cooperation and Input. Facilitate issue identification, problem solving, communication, coordination, and cooperation among themselves, as Parties to this Agreement, and to cooperate with and/or solicit the input of interested federal, state, local, and other agencies, as well as interested citizens and special-interest groups and organizations to: (a) develop, promote, and implement recommendations and plans for the Confluence Park; (b) promote coordinated land use planning for the lands and waterways surrounding and flowing through the Park; and (c) develop recommendations and promote procedures to improve the water quality of the waterways that flow through and/or feed into the Park.
- 3.4. Identify and Develop Funding Sources. In addition to any funding contributed by the Parties (budgeted and appropriated by the Parties for the uses set forth herein, identify, seek and develop funding sources, from public and private sources (including but not limited to grants, financial and in-kind donations, user fees, etc.), to provide for the resource needs of the Park, including (to the extent deemed necessary or prudent by the Executive Board) paid and volunteer staff, consultants, equipment and equipment operators, supplies, and the preparation, development, and maintenance of maps, data, programs, activities, and capital improvements projects.
- 3.5. Gather Information. Gather information from existing studies and reports to use to educate the public, government officials, and others concerning the values of the Park and the use of the Park for historical, cultural, recreational, environmental, and other purposes.
- 3.6. Undertake Studies and Assessments. Authorize and/or undertake studies and assessments regarding the present status of fish and wildlife, wetlands, recreational uses, access and parking, trails, and other relevant activities within the Park, and opportunities for their enhancement.
- 3.7. Develop and Implement Plans and Architectural Guidelines.
 - 3.7.1. Authorize, provide for, and facilitate the preparation, coordination, review, and implementation of development plans of and relating to the Park, which plans shall be consistent with applicable federal, state, and local law and ordinances, the terms and provisions of the *Conservation Easement* held by the State of Utah and/or certain of its agencies; the *Confluence Nature Park Final Plan* adopted by the Washington County Commission on May 15,

2007, and other plans and supplements thereto adopted by the Executive Board established by this Agreement.

- 3.7.2. Architectural Guidelines adopted by the Executive Board for the Park shall be considered guidelines and *not* requirements. The Executive Board is and shall be authorized to deviate, or allow deviations, therefrom when—in its opinion—such deviation is necessary, prudent, or otherwise determined to be warranted; *provided that* such a deviation is consistent with applicable federal, state, and local law and ordinances, the terms and provisions of the *Conservation Easement* held by the State of Utah and/or certain of its agencies; the *Confluence Nature Park Final Plan* adopted by the Washington County Commission on May 15, 2007, and other plans and supplements thereto adopted by the Governing Board established by this Agreement.
- 3.8. Make Recommendations. Make recommendations and promote ordinances, standards, rules and regulations consistent with the purposes and priorities of the Agency for issues relating to reclamation and restoration projects, non-indigenous nuisance species control, indigenous species protection, environmental protection, the existing infrastructure related to the waterways and surrounding land, flood and storm water control, historical sites, and other resource and technical concerns that may arise.
- 3.9. Identify Capital Improvement and Maintenance Needs. Identify needed capital improvement and maintenance projects and activities that should be pursued; and develop funding, an annual work program and a long range plan to implement such projects and activities.
- 3.10. Identify Corrective Actions. Identify any on-site corrective actions necessary to restore and maintain the chemical, physical and biological integrity of the waters of and flowing through the Park, and the lands adjacent thereto or otherwise located within the Park, in order to enhance their quality and to enhance and preserve fish and wildlife (particularly any that may be identified as threatened or endangered) that inhabit or frequent the Park.
- 3.11. Promote Trails, Picnicking and other Recreational Uses. Recommend and promote actions to assure new and continued access to and throughout the Park and to adjacent public lands, roads, and trails, in order to develop and form a functional and aesthetic trail system that can be accessed and utilized by persons of varying ages and physical condition; provide informational markers, kiosks and signage (providing notice to the public of the trails' existence and access points, and providing distance and other information at the trail heads and along the trailways); and developing facilities along trailways and in camp or picnic sites to provide for the comfort and needs of users of the Park (including but not limited to park benches, restrooms, picnic tables, etc.).

ARTICLE IV

Term of the Interlocal Cooperation Agreement

The term of this Agreement shall continue for a period of fifty (50) years from the Effective Date hereof, unless this Agreement is sooner terminated by majority vote of the Executive Board.

ARTICLE V

Voting Rights

- 5.1. The joint and cooperative undertaking of the Parties shall be governed by an Executive Board, which shall be advised by a Technical Advisory Committee.
- 5.2. Executive Board.
 - 5.2.1. Each Party to this Agreement shall designate one representative thereof to sit on the Executive Board, as a Board Member, with the right to vote on matters coming before the Board.
 - 5.2.2. Each Party to this Agreement may also designate an additional representative thereof as an Alternate Board Member, who may attend the meetings of the Executive Board but shall not sit as a Board Member or vote on matters coming before the Executive Board except in the absence of the Party's designated Board Member.
 - 5.2.3. Each Board Member shall be entitled to one vote on the official business that comes before the Governing Board.
- 5.3. Technical Advisory Committee.
 - 5.3.1. Members of the TAC are not Board Members and have no voting rights; however, they may participate in meetings, hearings, and proceedings of the Executive Board, and provide input and recommendations thereto.
 - 5.3.2. The TAC shall consist of one representative each from agencies, organizations, and/or special-interest groups with a recognized and declared special interest, technical expertise, or experience in areas relevant to the subject matter of this Agreement and the purposes to be effectuated thereby.
 - 5.3.3. Initially, such agencies, organizations, and/or special-interest groups include the following: the U.S. Bureau of Land Management, the U.S. Fish and Wildlife Service, the Utah Department of Natural Resources (UDNR), the Utah Division of Wildlife Resources (UDWR), the Virgin River Resource Management and Recovery Program, the Washington County Red Cliffs Desert Reserve Administration, the Virgin River Land Preservation Association, and the Habitat Conservation Advisory Committee (HCAC).

5.3.4 Upon majority vote of the Executive Board, other agencies, organizations, and/or special-interest groups may hereafter be invited to participate in and provide a representative to the TAC, for such periods and purposes as deemed appropriate by the Executive Board.

5.4. Input from Others Encouraged. Other entities (Federal, State and/or local), organizations (public or private), water and recreational users, and citizens, though not members of the Executive Board or TAC, are encouraged to attend meetings of the Governing Board and to provide input as they deem necessary or proper, and in accordance with the rules and bylaws of the Executive Board.

ARTICLE VI

Powers and Responsibilities

6.1. Interlocal Cooperation Act Powers. The Executive Board shall be governed by the terms and conditions of this Agreement, the provisions of the ICA, and the bylaws hereafter adopted by the Executive Board.

6.2. The Executive Board's powers and responsibilities are limited by the terms of this Agreement, as it may be amended from time to time.

6.3. Federal and State Grants. The Executive Board is hereby authorized to receive and utilize federal and state grants or loans obtained by any of the Parties for the purposes set forth in this Agreement, specifically including, but not limited to, planning, and development, and implementation of programs and projects intended to accomplish the goals for the Park, its Executive Board, this Agreement, the *Conservation Easement*, and development and management plans of and pertaining to the Park.

6.4. Article III Purposes. The Executive Board is hereby authorized and duly charged to pursue and implement the Purposes as set forth in Article III hereof.

6.5. Meet and Receive Input from the TAC and the Public. The Executive Board shall meet at least monthly, and shall provide notice and an opportunity, at such meetings and/or hearings, for the TAC or the public to provide input for its consideration.

6.6. Contracts. The Executive Board may act as an agent for the Parties and may negotiate a contract generally; and may 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, and consistent with, its stated purposes and the effectuation thereof; and may accept, manage, and dispose of all funds resulting therefrom.

- 6.6.1 Any agreement, contract or other obligation or expenditure for goods and services below Five Hundred Dollars (\$500.00) may be entered into by the Executive Director, or, if there is no Executive Director, the Chairman of the Executive Board, without the necessity of prior Board approval. Such agreement, contract or other obligation or expenditure shall thereafter be reported to and ratified by the Executive Board.
- 6.6.2 Any agreement, contract or other obligation or expenditure of at least Five Hundred Dollars (\$500.00), but not in excess of Two Thousand Dollars (\$2,000.00), may be entered into by the Executive Director, or, if there is no Executive Director, the Chairman of the Executive Board, but only after having first secured Board approval thereof. Such agreement, contract or other obligation or expenditure shall thereafter be reported to and ratified by the Governing Body of each Party hereto.
- 6.6.3 Any agreement, contract or other obligation or expenditure above Two Thousand Dollars (\$2,000.00) may only be entered into by the Executive Director, or, if there is no Executive Director, the Chairman of the Executive Board, after the Board and the Governing Body of each and every Party hereto has first approved the same.
- 6.7. Adoption of Uniform Ordinances, Resolutions and Standards. The Governing Board of the Agency shall have the power to recommend to the Parties, by resolution, any ordinances, resolutions, rules, regulations, or policies, not inconsistent with State law, which are deemed by the Executive Board to be necessary, appropriate, or incidental to the Executive Board's efforts and mandate to effectuate the Purposes set forth in Article III herein. Such resolutions may recommend general standards, including but not limited to water quality, subdivision development, zoning, solid waste disposal, sewage disposal, tree removal, ridgeline development, house relocation, outdoor recreation, flood plain protection, soil and sedimentation control, air pollution and watershed protection, in and around the area of the Park.
- 6.8. Acquisition of Personal Property. The Executive Board may acquire personal property or an undivided, fractional, or other interest therein, as may be deemed necessary or prudent by the Executive Board in effectuating the Purposes of this Agreement and the powers and authority delegated herein, which property shall be equally owned by the Parties.
- 6.9. Exercise of Powers. All powers of the Executive Board, and the TAC shall be exercised pursuant to and consistent with the terms of this Agreement, its bylaws, and any governing laws.

ARTICLE VII

Liabilities and Obligations of the Parties

- 7.1. Assist in the Advancement of Purposes. Each Party agrees to cooperate and assist in the formation, funding, maintenance, and operation of the Park,, and the accomplishment of its purposes, as set forth in Article III; and shall promptly appoint one or more representatives thereto as provided herein.
- 7.2. Governmental Immunity. By entering into this Agreement, the Parties do not (and do not intend to) waive any immunity provided to the Parties hereto or their officials, employees, or agents by UCA, Title 63, Chapter 30d, known as the *Governmental Immunity Act of Utah*, (the "Immunity Act"), or by other applicable law.
- 7.3. Waiver of Obligations. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by the Executive Board, such performance may be offered in satisfaction of such obligation or responsibility.
- 7.4. Obligations Special and Limited. The obligations entered into by each Party to this Agreement are special limited obligations of each such Party, and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers. The Parties may hereafter enter into agreements to pledge revenues to secure bonds issued to finance projects of and undertaken by the Executive Board. Such pledges shall constitute obligations of the pledging Parties only to the extent expressly authorized by the Governing Body of such pledging Party.
- 7.5. Indemnification. Each Party shall defend, indemnify, save harmless, and exempt the other Parties hereto, and 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 that Party, and/or its officers, agents, or employees. The Executive Board shall, prior to the commencement of construction of any project undertaken the Executive Board provide for risk and liability coverage in such amount(s) as the Executive Board deems necessary to insure against risks arising from undertaking the project.

ARTICLE VIII

Executive Board

- 8.1 Appointment. There is hereby created an Executive Board, which *shall* consist of four Board Members, one each from the four Parties hereto, viz., Washington County, Hurricane City, LaVerkin City, and Toquerville City.
- 8.1.1. The Governing Body of each Party to this Agreement shall select and appoint a representative to serve on the Governing Board. That Board Member may be an elected or appointed official of said Party, at the option of said Party.
- 8.1.2. The Governing Body of each Party to this Agreement may also select and appoint an alternate nonvoting board member, who shall not sit or vote as a Board Member except as provided in Section 5.2.2. The Alternate Board Member, if appointed, may be an elected or appointed official of the appointing Party, at the discretion of said appointing Party.
- 8.2. Terms. Board Members shall each be appointed for four-year terms of office, except that one-half of the number of Board Members will be appointed to a two-year initial term, such that the terms of the Board Members will be staggered. Each Board Member shall serve at the will of the Party appointing the Board Member.
- 8.2.1. Board Members appointed by the following Parties hereto shall serve for an initial four-year term: Washington County and Hurricane City.
- 8.2.2. Board Members appointed by the following Parties hereto shall serve for an initial two-year term: LaVerkin City and Toquerville City. Successor terms of Board Members appointed by said Parties shall be for four years.
- 8.2.3. Reappointments and replacements should be by appointment of the Party who appointed the member being replaced or reappoint.
- 8.3 Compensation. Members of the Executive Board shall serve without compensation and have their expenses paid by their appointing Party.
- 8.4 Leadership. The Executive Board shall have a Chair and a Vice-Chair elected by and from the Board Members, whose term shall expire every two years. The Chair and Vice-chair shall not serve more than two successive terms. An Alternate Board Members, when acting as a voting Board Member, does not assume the leadership position (if any) of the absent Board Member for whom he or she is sitting.

- 8.5. Regular Meetings. The Executive Board shall hold regularly-scheduled public meetings, and may adopt, amend and repeal bylaws, rules, policies and procedures for the conduct of its affairs. The Board shall hold at least one regular meeting per month, and such other special meetings as they may deem necessary or prudent. Meetings shall be conducted in accordance with the provisions of UCA, Title 52, Chapter 4, the *Open and Public Meetings Act* ("OPMA").
- 8.6. Notice of Meetings. Public notice of Board meetings shall comply with and be given in accordance with the provisions of OMPA. Notice to Board Members shall be sufficient if delivered in writing, by fax, or by e-mail to the Board Member's or the appointing Party's address, fax number, or e-mail address.
- 8.7. Minutes. The Executive Board shall cause to be kept minutes of all meetings of the Board in accordance with state law and shall, as soon as possible after each meeting, cause a draft copy of the minutes to be forwarded to each member of the Board.
- 8.8. Quorum and Voting. No meeting or hearing of the Executive Board shall be held without a quorum present.
- 8.8.1 Quorum. The presence of three (3) or more Board Members (including any Alternate Board Members sitting as Board Members), either in-person or via telephone (so long as no more than one Board Member is "present" via the telephone) shall constitute a quorum.
- 8.8.2. Majority Vote. The minimum number of "yes" votes required to take any action of the Board shall be a majority of the members of the quorum present, but in no event shall be fewer than three (3) votes.
- 8.9. Records. The records of the Executive Board, including those of the Governing Board, shall be governed by the provisions and requirements of UCA, Title 63, Chapter 2, the *Government Records Access and Management Act* ("GRAMA"), to the extent applicable, *except* that the Governing Body and/or legal counsel of each Party hereto shall have full access to inspect all records and to copy public records of the Executive Board.
- 8.10. Requests for Information. The Executive Board shall have an ongoing duty to see to it that all Parties hereto, as well as the members of the TAC, are adequately and timely informed regarding the activities undertaken by the Board, and, accordingly, shall cause a copy of all materials (or a notice of their existence, if they are not public records) to be delivered in the manner it deems appropriate to Board Members for meetings of the Board, including minutes of past meetings, and to such other persons as the Board Member or a Party hereto may request in writing, including each Party's legal counsel. The Chairman (or Executive Director, if one is appointed) shall

promptly respond to all requests for information made by any Board Member, TAC member, or Party to this Agreement.

ARTICLE IX

Powers and Duties of the Executive Board

The Executive Board shall have the following powers and duties:

- 9.1. Committees. The Executive Board shall have the authority to appoint such standing and/or ad hoc committees (in addition to the TAC established herein) as the Board may deem necessary or prudent to assist it in fulfilling the purposes of this Agreement, as set forth in Article III hereof.
- 9.2. Executive Reports. The Executive Board may commission, receive and act upon reports of the Executive Director (if one is appointed), committees and consultants.
- 9.3. Executive Director. The Executive Board may hire a limited staff, including a full-time Executive Director, and may employ such other person(s) as the Board deems necessary or prudent for the proper administration the Agency. The Governing Board shall have general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director.
- 9.4. Bylaws. The Executive Board shall have the authority to adopt and amend bylaws—as it deems necessary or prudent, and pursuant to majority vote of the Board. Each Board Member and each Party hereto shall receive a copy of the bylaws.
- 9.5. Rules. The Executive Board shall have the authority to establish rules governing its own conduct and procedures, not inconsistent with the bylaws.
- 9.6. Debts, Obligations, and Expenses. The Executive Board shall ensure that all lawful debts, obligations, and expenses of or incurred by the Board, including O&M Expenses, are timely and appropriately paid or satisfied.

ARTICLE X

Technical Advisory Committee

- 10.1. Appointment. There is hereby created a Technical Advisory Committee (TAC), which shall consist of an appointed representative from the U.S. Bureau of Land Management, the U.S. Fish and Wildlife Service, the Utah Department of Natural Resources (UDNR), the Utah Division of Wildlife Resources (UDWR), the Virgin River Resource Management and Recovery Program, the Washington County Red Cliffs Desert Reserve Administration, the Virgin River Land Preservation Association, the Habitat Conservation Advisory Committee (HCAC), and such other agencies, organizations, and/or special-interest groups as may hereafter be invited to participate in and provide a representative to the TAC pursuant to the provisions of Section 6.3.4 of this Agreement.
- 10.2. Terms. Members of the TAC serve at the pleasure of, and for such terms or periods of time as determined by, the agency, organization, or special-interest group they represent.
- 10.3. Compensation. Members of the TAC shall serve without compensation and shall have their expenses paid by their appointing agency, organization or special-interest group.
- 10.4. Leadership. The TAC 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 more than two successive terms.
- 10.5. Advice. The TAC shall advise the Executive Board with respect to the technical aspects of the Executive Board's work, including the development of goals, plans, renderings, standards, specifications, best management practices ("BMPs"), and recommendations for uniform rules, regulations and ordinances.
- 10.6. Meetings. Unless otherwise provided by bylaws or resolution of the Board, the TAC shall meet when the Board meets and otherwise as often as it deems necessary to conduct its business.
- 10.7. Information Gathering. The TAC, on its own initiative or when requested by the Board (or Executive Director), shall gather information, investigate issues, and make recommendations to the Board.
- 10.8. Subcommittees. The TAC may create such subcommittees as it deems necessary to fulfill its purposes.

ARTICLE XI

Funding, Budget, Accounts and Financial Records

11.1. Funding; Investment and Disbursement of Funds.

11.1.1 The Executive Board shall provide for the investment and disbursement of Executive Board funds and their periodic review.

11.1.2 It is anticipated that the primary source of funding for the management of the Park shall come from grants. Many of those grants are or may be matching grants, for which a "local match" is or may be required. The Parties hereto understand that they may be requested, from time to time, to provide a limited and equitable amount of funding to help generate the "local match" necessary for the Agency to generate and/or be eligible to apply for and receive such "matching grants." All matching funds shall be paid/provided as apportioned by the Executive Board.

11.1.3 Other sources of funding may include user fees, donations, and contributions from federal agencies, state agencies, local governments, private sources, developers, and businesses.

11.2. Annual Budget. The Executive Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, bylaws adopted by the Governing Board, and applicable law, which shall be paid/provided as apportioned by the Executive Board.

11.3. Funds, Accounts, and Audits.

11.3.1 The Chairman (or the Executive Director, if and when one is appointed) shall:

- a. Establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act.
- b. Have custody of and shall disburse the Executive Board's funds, and shall have the authority to delegate the signatory function to such person(s) as are authorized by the Executive Board.
- c. 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 finance-related duties as are provided for in the bylaws.

11.3.2. The Executive Board shall provide for a certified annual audit of the accounts and records of the Executive Board, which audit shall conform to generally-accepted auditing standards.

11.3.3. Financial records and audits of the Executive Board shall be open to inspection at all reasonable times by the Parties' representatives, and shall be open to the public to the extent that they are classified as public records under GRAMA or other applicable state law.

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

ARTICLE XII

TERMINATION OF THE AGREEMENT AND DISSOLUTION OF THE EXECUTIVE BOARD AND THE TECHNICAL ADVISORY COMMITTEE

12.1. Termination of the Interlocal Agreement by Vote. This Agreement may be dissolved upon majority vote of the Board Members.

12.2. Powers of Executive Board upon Termination of the Interlocal Agreement. The Interlocal Agreement may be vested with all powers necessary for the purpose of winding up and dissolving the business affairs related to this Agreement that are consistent with and subject to the limits of this Agreement.

12.3 Division of Assets.

12.3.1 Upon termination of this Agreement and after payment in full of all outstanding expenses and other obligations, the Executive Board shall equitably disburse the assets acquired by the Executive Board to the Parties of this Agreement between the then Parties of this Agreement.

12.3.2 Before such disbursement:

- a. All costs and expenses incurred or involved in effecting said termination shall be paid or satisfied in full.
- b. All cash or other assets that belong (for whatever reason) to a specific person or entity (including but not limited to a Party to this Agreement), as opposed to being jointly-held by the Parties or owned by the Agency, shall be returned or redistributed to said person or entity.

12.3.3. The remaining cash and other assets shall then be disbursed, or interests deeded, on *pro rata* basis.

ARTICLE XIII

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 Party hereto and shall remain on file for public inspection during the term of this Agreement.

ARTICLE XIV

Miscellaneous Provisions

- 14.1 Confidentiality. The Executive Board and Technical Advisory Committee, collectively and as individuals serving thereon (both during and following their terms of service), shall take such steps as they deem necessary or prudent to protect and keep confidential those records which, under GRAMA or other applicable law, constitute protected, controlled or private records, or records which are otherwise required to be protected from public disclosure.
- 14.2. Status of Members' Employees. When members of the Executive Board and the Technical Advisory Committee are acting on behalf of the Executive Board, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Immunity Act and Chapters 30a and 30b of Title 63, UCA, and shall thus be entitled to legal representation and indemnification so long as they meet the then-current requirements of UCA, Section 63-30(d)-902 (or its successor).
- 14.3. Prohibition against Assignment. No Party to this Agreement may assign any right, claim, or interest it may have under this Agreement.
- 14.4 Severability Clause. The articles, sections, paragraphs, sentences, clauses, and phrases of this Agreement, and the application thereof, are expressly declared to be severable. If any such article, section, paragraph, sentence, clause, or phrase, or the application thereof, shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining articles, sections, paragraphs, sentences, clauses, or phrases, or applications, of this Agreement.

- 14.5. 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.
- 14.6. Amendment. This Agreement may be amended at any time by the written approval of the Governing Bodies of all Parties to this Agreement that have not withdrawn from this Agreement pursuant to the provisions of Article I.
- 14.7. Governing Law. This Agreement shall be governed according to the laws of the State of Utah.
- 14.8. Binding Effect. This Agreement shall bind the parties, their successors and assigns.
- 14.9. Captions. The captions to the various Articles and Sections of this Agreement are for convenience and ease of reference only, and neither define, limit, augment, nor describe the scope, content, and/or intent of this Agreement or any part or parts hereof.
- 14.10. Time. Time is of the essence of each term provision and covenant of this Agreement.
- 14.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 14.12. Breach of Agreement. The failure of any party to comply with the terms and/or conditions of this Agreement shall constitute a breach of this Agreement. A party shall have thirty (30) days after receipt of written notice from the Agency, the Governing Board, or another Party to this Agreement to correct the condition(s) 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.

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 date that it has been approved by all of the Parties.

(See Next Page)

The City of Hurricane, Utah, by resolution of its Governing Body on December 20, 07, approved the execution of this *Interlocal Cooperation Agreement Establishing the Confluence Park Management Agency*, dated as of December 20, 2007.

CITY OF HURRICANE, UTAH

ATTEST:



Thomas B. Luschi
Mayor

Michelle Thore
City Recorder

Approved As To Form And Compliance With Applicable Law:

Jay E. Dill
Attorney for Hurricane City

Filing of the Interlocal Cooperation Agreement:

Pursuant to Section 11-13-209, UCA, I certify that this Agreement is on file in the official Records of Hurricane City.

Michelle Thore
City Recorder and Official Record Keeper

LaVERKIN CITY

WASHINGTON COUNTY

Washington County, Utah, by resolution of its Governing Body on December 4, 2007
approved the execution of this *Interlocal Cooperation Agreement Establishing the Confluence Park
Management Agency*, dated as of December 4, 2007

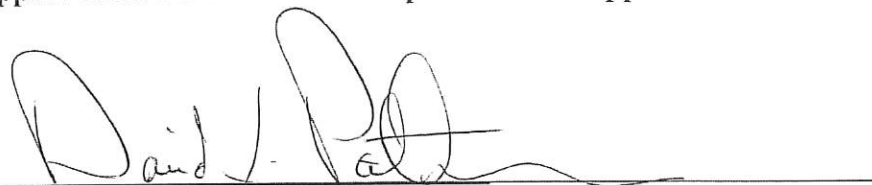
WASHINGTON COUNTY, UTAH

ATTEST:


Chair, Board of Commissioners

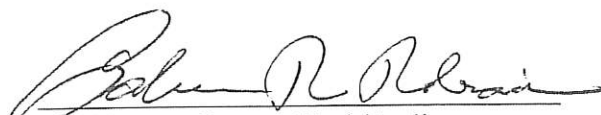

Washington County Clerk/Auditor

Approved As To Form And Compliance With Applicable Law:


For Attorney for Washington County, Utah

Filing of the Interlocal Cooperation Agreement:

Pursuant to Section 11-13-209, UCA, I certify that this Agreement is on file in the official Records
of Washington County.


Washington County Clerk/Auditor

LaVERKIN CITY

The City of LaVerkin, Utah, by resolution of its Governing Body on January 16, 2008
approved the execution of this *Interlocal Cooperation Agreement Establishing the Confluence Park
Management Agency*, dated as of _____.

CITY OF LaVERKIN, UTAH

ATTEST:

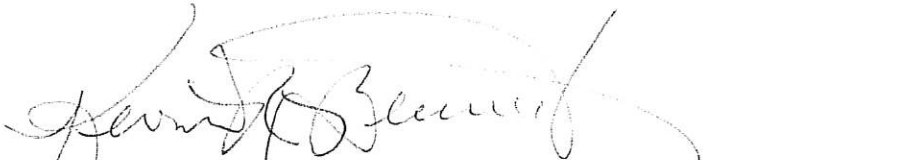


Mayor



City Recorder

Approved As To Form And Compliance With Applicable Law:



Attorney for LaVerkin City

Filing of the Interlocal Cooperation Agreement:

Pursuant to Section 11-13-209, UCA, I certify that this Agreement is on file in the official Records
of LaVerkin City.



City Recorder and Official Record Keeper

