Ent 02681 / Bk 81 Pg 179
Date: 19-SEP-2014 8:20:48AM
Fee: None
Filed By: KA
KERI PALLESEN, Recorder
DAGGETT COUNTY
For: DAGGETT COUNTY

DAGGETT COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION

July 1, 2014

RESOLUTION 14-14

A RESOLUTION AUTHORZING THE CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION; AND RELATED MATTERS

WHEREAS, the Legislative Body of Daggett County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition"); and

WHEREAS, the other expected participating Utah counties are Carbon County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of Daggett County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the "Agreement") was presented to the Legislative Body of Daggett County:

NOW THEREFORE, BE IT RESOLVED by the Legislative Body of Daggett County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.

2. It is the desire of the Legislative Body of Daggett County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.

3. The boundaries and area of the Coalition shall include all portions of the participating counties, including Daggett County.

4. The effective date of the agreement shall be July 25, 2014.

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication, coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as

Ent 026817 Bk 0081 Pg 0780

security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with

Ent 026817 Bk 0081 Pg 0781

the Coalition or with another Member county(s), as provided in the Act.

P. To secure funding, including loans and grants for projects and activities.

7. The Legislative Body of Daggett County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section **67-1a-6.5** of the Utah Code, that meets the requirements of Subsection **67-1a-6.5(3)**; and (B) a copy of an approved final local entity plat, as defined in Section **67-1a-6.5**; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section **67-1a-6.5**: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Legislative Body still authorizes the creation of the Coalition on behalf of Daggett County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Legislative Body hereby authorizes its Chair to sign the Agreement and its County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Legislative Body hereby acknowledges that pursuant to Section 211 of the Act, Daggett County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Legislative Body.

11. The Legislative Body hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Legislative Body hereby acknowledges that pursuant to Section 214 of the Act, Daggett County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Legislative Body hereby acknowledges that pursuant to Section 215 of the Act, Daggett County may, at the discretion of the Legislative Body, share its tax and other

Ent 026817 Bk 0081 Pg 0782

revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

14. Pursuant to the Act, the Legislative Body directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to the published (1) one time in the following newspapers: Deseret News, Moab Times, San Juan Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Legislative Body of Daggett County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Daggett County's principal offices for public examination during the regular business hours of Daggett County until at least 30 days from and after the last date of publication thereof. The Legislative Body directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

Ent 026817 Bk 0081 Pg 0783

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Legislative Body of Daggett County adopted a resolution (the "Resolution") declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition") as an interlocal entity pursuant to an interlocal cooperation agreement (the "Agreement") proposed to be entered into between Daggett County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition's purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition's powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of Daggett County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

Ent 026817 Bk 0081 Pg 0784

15. The Legislative Body further directs the County Clerk to also complete the record of proceedings attached hereto.

16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Ent 026817 Bk 0081 Pg 0785

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Legislative Body of Daggett County, Utah this July 1, 2014.

DAGGETT COUNTY, UTAH

By: Karen Perry
Chair

COUNTY CLERK DAGGETT COUNTY STATE OF UTAH

ATTEST:

Vicky M. Lee
County Clerk

(SEAL)

Ent 026817 Bk 0081 Pg 0786

EXHIBIT A
INTERLOCAL AGREEMENT

Ent 026817 Bk 0081 Pg 0787

STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the SIX COUNTY INFRASTRUCTURE COALITION as an interlocal entity, dated July 22nd, 2014, in substantial compliance with Section 11-13-204, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the SIX COUNTY INFRASTRUCTURE COALITION, consisting of the counties of Carbon, Daggett, Duchesne, Emery, San Juan, and Uintah.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 28th day of August, 2014.

SPENCER J. COX
Lieutenant Governor

Ent 026817 Bk 0081 Pg 0788

Carbon County

Utah's Castle Country

August 6, 2014

Lieutenant Governor
Mr. Spencer J. Cox
Utah State Capitol Complex
Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

Re: *Notice of Impending Boundary Action for Six County Infrastructure Coalition*

Honorable Lt. Governor and Staff:

This is a Notice of Impending Boundary Action for a new Interlocal Entity created under the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code. The name of the new entity is the "SIX COUNTY INFRASTRUCTURE COALITION". The Six County Infrastructure Coalition is created by the following six counties; Carbon County, Daggett County, Duchesne County, Emery County, San Juan County, and Uintah County. As part of this Notice included are the approving resolutions of each of the legislative bodies of each county. Also, included is the Interlocal Agreement, signed in counterparts.

Also included is a final plat of local entity boundary action consistent with Title 17-23-20 of the Utah Code, signed by the Carbon County Surveyor and by the preparing Professional Land Surveyor.

I certify that to the best of my knowledge, all requirements applicable to the requested boundary action have been met.

Carbon County Commissioner

Carbon County Clerk/Auditor

(Carbon County Seal)

4831-2579-8172, v. 1

Ent 026817 Bk 0081 Pg 0789

INTERLOCAL COOPERATION AGREEMENT

ESTABLISHING THE

SIX COUNTY INFRASTRUCTURE COALITION

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement") is made and entered into as of July 25, 2014, by and between the signatories to this Agreement. The signatories to this Agreement are "public agencies" as defined in the Utah Interlocal Cooperation Act, and are hereinafter referred to collectively as "Members" or "Parties" and individually as "Member" or "Party." The signatories are as follows:

Carbon County, Daggett County, Duchesne County, Emery County, San Juan County, and Uintah County

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"), a Utah public agency is authorized to exercise and enjoy jointly any power, privilege, or authority it possesses with any other Utah public agency having such power, privilege, or authority, and jointly with any out-of-state public agency to the extent that the laws governing the out-of-state public agency permit such joint exercise or enjoyment; and

WHEREAS, the Members to this Agreement desire to enter into this Agreement for joint or cooperative planning, development, ownership, management, and operation of projects, infrastructure, improvements, etc. to benefit the Members and the citizens represented by the Members and for other actions to benefit such citizens and Members; and

WHEREAS, the Members to this Agreement believe that their joint and cooperative action to establish a new Utah interlocal entity will benefit and enhance the public health, welfare, and prosperity of the region they encompass to address the unique, if not sensitive, geographic challenges and advantages of the region, which include: (1) National Parks and Monuments, (2) deep canyons, (3) wide streams, lakes and other wetlands, (4) steep grades, (5) archeological sections and artifacts, (6) protected wildlife access, (7) impassable mountain ranges, (8) exceptionally high rock walls and other difficult terrain, and (9) other features found within the region; and

WHEREAS, pursuant to legislative action by the respective County legislative bodies of each Member, each Member has taken all actions appropriate and necessary to authorize their respective County's participation in this Agreement to establish and create a new Utah interlocal entity to be known as the **SIX COUNTY INFRASTRUCTURE COALITION** (the "Coalition"); and

Ent 026817 Bk 0081 Pg 0790

WHEREAS, the Coalition will be an effective and shared entity for on-going planning, development, management, ownership, operation and administration of infrastructure and activities for the region that will have political, legal and financial viability; and

WHEREAS, by focusing on the opportunities of the region in its entirety, the Coalition will coordinate with the cities, the counties, the state of Utah, the federal government, and other stakeholders in arriving at a comprehensive vision and infrastructure plan designed to benefit all portions of the region; and

WHEREAS, the Coalition can identify and help solve issues related to the geographic features and natural challenges and opportunities of the region, thus enhancing infrastructure and improvement options for a variety of areas benefitting the region; and

WHEREAS, the Coalition will be responsible for planning and building broad-based support for projects and fostering the involvement of federal, state and local officials, representatives of private and non-governmental organizations, and the public in the implementation of projects that the Governing Board of the Coalition undertakes; and

WHEREAS, the Coalition can identify "best practices" with respect to planning, management, operation and oversight of projects for the region and can use that work to assist the Members and private entities with professional and technical expertise and coordinate the exchange of information and expertise between the Members; and

WHEREAS, the Coalition, through the broad participation of the Members and the communities can enjoy increased capability to secure governmental, foundation and other financial support for projects, and other activities benefitting the region; and

WHEREAS, the Coalition can act cooperatively, while preserving an individual jurisdiction's ability to govern its own area, and assist in the formulation and implementation of comprehensive plans for the protection and benefit of the region, as well as plans for the advancement, development, construction, operation, management and oversight of infrastructure, facilities, improvements, works and activities that have not been advanced in the absence of mutual cooperation:

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 as follows:

Ent 026817 Bk 0081 Pg 0791

ARTICLE 1
Definitions

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

1.1 "Board" or "Governing Board" means the legislative body of the Coalition.

1.2 "Bonding" means the issuance of "Bonds" and "Bonds" means bonds, notes, certificates of participation, warrants, or other evidences of indebtedness of the Coalition.

1.3 "Coalition" means the SIX COUNTY INFRASTRUCTURE COALITION, a separate political subdivision of the State of Utah, and a body politic and corporate created by this Interlocal Cooperation Agreement.

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

1.5 "Legislative Body" means, unless otherwise noted, the board, commission, council or executive body of a Member to whom a particular decision or governmental action is entrusted by law.

1.6 "Members" or "Parties" means the signatory counties hereto.

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

1.8 "Project" means an undertaking by the Coalition to develop, acquire, construct, build, own or control, in whole or in part, an infrastructure, facility, work, improvement, or enterprise as agreed to be undertaken by the Governing Board of the Coalition.

1.9 "Supplemental Contract" means a contract entered into with respect to a particular project to be undertaken by the Coalition, which sets forth the participation of Members in the Project and their respective obligations and levels of participation.

Ent 026817 Bk 0081 Pg 0792

ARTICLE 2
Purposes

The purposes of the Coalition are as follows:

2.1 Encourage and Promote Multiple Uses of Natural Resources.

The Coalition shall balance environmental value and sensitive natural features with access, use, and development of natural resources, and geographic features, including their economic benefits in accordance with applicable laws, rules and regulations.

2.2 Foster Communication, Coordination and Planning.

The Coalition shall coordinate communication among Members, local communities, state and federal agencies, private and non-governmental organizations, regarding all aspects of planning for projects.

a. INITIAL PLANNING. The initial planning shall including but not be limited to, studies to catalogue existing infrastructure elements with descriptions and mapping, county by county, for the region as a whole. Such initial planning shall include the following:

i. Catalogue both the existing public and private infrastructure, and also all plans for additional infrastructure that has been planned by public or private entities, with descriptions, mapping, and sizing characteristics.

ii. The initial planning shall study and catalogue the potential and key corridors that are and can be used in the future to cross the region with infrastructure elements, transport needed components into and out of the region, and connect communities and commodities both within the region and beyond its boundaries where it will benefit all or a portion of the region. Initial planning shall also prioritize capacity constraints and identify critical corridors for careful protection, coordination, and management, both county by county, and region wide.

iii. It is anticipated that the initial planning will result in recommendations and determinations with respect to key existing corridors, as well as key potential corridors regarding existing uses with infrastructure and their remaining capacity, as well as potential capacity of possible corridors.

iv. Forecast levels of cost for adding capacity in key segments or between key sub-regions, should natural corridors be filled to capacity at some point.

v. Suggest management elements that could be adopted by the Coalition and the individual Member counties to protect or set aside key corridors.

vi. Identify potential future costs for key infrastructural elements that will be needed, both county by county, and for the region.

vii. Covered Infrastructure elements shall include:

a. Road Transportation

i. Major Highways

ii. County Arterials

Ent 026817 Bk 0081 Pg 0293

iii. Streets
iv. Other access roads

b. Pipelines
   i. Oil transmission
   ii. Natural Gas
      1. Transmission
      2. Distribution
   iii. Water
      1. Transmission
      2. Distribution

c. Electrical
   i. Transmission
   ii. Distribution

d. Water Storage

e. Railroad (Freight and Passenger/Tourism)
   i. Access
   ii. Lines
   iii. Ramps
   iv. Passenger/tourism

f. Airports

g. Wastewater
   i. Collection
   ii. Treatment

h. Tourism Infrastructure Assets and recreation

B. ADDITIONAL PLANNING. In addition to the initial planning, the Coalition shall engage in additional planning related to public infrastructure, facilities, and improvements, including planning and management that affect the Members and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the Coalition as determined by its Governing Board and the "best management practices" developed by the Board, professional advisors to the Coalition, and staff to the Board. The Coalition shall coordinate with agencies and entities having jurisdiction over infrastructure, facilities, improvements or activities so that the overall prosperity, welfare, and benefit to the region is considered in the activities of the Agency.

2.3 Promote Resource Utilization and Protection.

The Coalition shall promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns. It is expected that when projects are undertaken, that for each project a Supplemental Contract will be entered to define and direct the participation of the Member counties with respect to that project. Projects are hereby authorized pursuant to such Supplemental Contracts. Each project undertaken by the Coalition shall be authorized by a Supplemental Contract, which shall state the purpose or purposes for each Project.

Ent 026817 Bk 0081 Pg 0794

2.4 Identify and Secure Funding for and ownership and control of Projects, Infrastructure, Facilities and Improvements.

The Coalition will actively seek public and private funding to be used to acquire, develop, construct, build, manage, operate and maintain projects within the region and outside of the region, so long as such projects outside of the region provide a benefit to the region. To that end it may partner with public entities, foundations and other private sources to secure grants and funding on the best terms available. The Coalition shall be authorized to bond and otherwise incur debt and to spend Coalition and other private and public funding for projects to benefit the region. In addition to projects and activities to be owned or controlled, in whole or in part, by the Coalition, the Coalition may also provide assistance to local communities to provide for funding for local projects and facilities, as invited or accepted by local communities.

It is hereby determined by each of the Members to this Agreement that the planning and potential projects contemplated herein are desirable or necessary to make the most efficient use of their powers by enabling them to co-operate with each other and with other governmental and private interests pursuant to a form of governmental organization, as a separate interlocal entity, that will accord best with geographic, economic, population and other factors influencing the needs and development of the Members hereto and to provide the benefit of economy of scale, economic development and utilization of natural resources for the overall promotion of the general welfare of the region or significant portions of the region.

ARTICLE 3
Term of the Interlocal Cooperation Agreement

The term of this Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July ____, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

ARTICLE 4
Creation of the Coalition

4.1 Independent Legal Entity.

The Members to this Agreement hereby establish and create the **SIX COUNTY INFRASTRUCTURE COALITION** pursuant to the terms of the Agreement and the Interlocal Cooperation Act, which Coalition shall be a separate political subdivision of the State of Utah, and a body politic and corporate as of the Effective Date hereof.

Ent 026817 Bk 0081 Pg 0795

ARTICLE 5
Parties to this Agreement

5.1 Initial Membership.

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

5.2 Changes in Membership.

A. Other public agencies in Utah or outside of Utah may become parties to this Agreement by executing an Addendum hereto. The Addendum shall be reviewed and approved as to form and compatibility with the laws of the State of Utah, by the attorney for the public agencies to be added. Prior to an additional public agency being added as a Member, the Governing Board of the Coalition must approve the addition of such public entity, by a two thirds majority vote of the Boardmembers of the Governing Board present at an open and public meeting of such Board.

B. Each Party to this Agreement acknowledges and agrees that the withdrawal of any Member from this Agreement shall not, of itself, adversely affect this Agreement nor such party's contractual relationship with the Coalition or with any other Member to this Agreement, or as related to a Project. Withdrawal of a Member does not relieve the Member's obligation to pay any contractual obligation that such Member may enter into with the Coalition, including its share of obligations, indebtedness, and liabilities incurred prior to withdrawal, if any.

C. A Member may withdraw upon six months prior written notice if the Legislative Body of the Member gives written notice of its intent to withdraw from the Coalition and from the Governing Board of the Coalition. Such withdrawal shall take effect on the last day of the current fiscal year. Any such notice shall not affect the obligation of the Member to pay its financial obligations to the Coalition. A withdrawal may not materially adversely affect any project, enterprise, or bonds previously approved by the Governing Board of the Coalition. A Member who withdraws its membership shall have no further obligations to the Coalition and the Coalition shall have no further obligations to the withdrawn Member, except as otherwise expressly provided for in contracts, such as Supplemental Contracts, that may be entered into by the Coalition, or a Member, hereafter. The fact that a public agency has previously withdrawn its membership or its membership has been cancelled shall not prohibit said public agency from rejoining the Coalition.

5.3 Amendments to Agreement

This Agreement may be amended from time to time in any particular which does not jeopardize or adversely affect any existing contracts, notes, bonds or other evidence of indebtedness, provided that such amendment shall not subject any Member hereto to any dues, assessments or liability without its consent thereto. Proper amendments may be adopted by the

Ent 026817 Bk 0081 Pg 0796

submission of the proposed amendment to the duly convened Governing Board for approval of the Board by resolution passed by the affirmative vote of at least five-Sixths of the Boardmembers present and voting and thereafter by submission to the Legislative Bodies of the Member counties hereto for written approval thereof by at least five-Sixths of the Members hereto. Such amendment shall become effective upon the execution by the party whose signing accomplishes approval by at least five-Sixths of the Members hereto; and the filing of the amendment with the keeper of public records of each of the Parties hereto, and proper noticing to the Lt. Governor's office. In addition to the foregoing types of amendment, Supplemental Contracts with respect to particular projects may be entered into with the approval of a simple majority of the Boardmembers. For Supplemental Contracts, approval by a simple majority of the Boardmembers of the Coalition Board is sufficient for the Coalition to participate in a Supplemental Contract and no authorization shall be necessary for Supplemental Contracts from the Legislative Bodies of Member counties, except for the participation of the Member counties in the Supplemental Contract.

5.4 Governance of the Coalition.

A. The Coalition shall be governed and controlled by a Governing Board, which shall consist of Six individuals, with each Member county selecting one elected public official from within the County to be its representative on the Governing Board. Only someone duly elected to public office within a County may be appointed to represent a member County, during the term of such public official's elected office. Member counties may change their appointed representative at any time. Each Boardmember shall have an equal vote on the Board. Except as otherwise provided herein, all actions of the Board shall require majority approval of the Board, with a minimum of four approving, such that if one or more Boardmembers are absent when a vote is taken, a minimum of four approving votes are still required to approve any action, except as otherwise provide herein.

B. The Boardmembers from Member counties shall serve until replaced by the respective Member counties or until no longer qualified to serve by virtue of no longer serving as an elected official.

C. A vacancy on the Governing Board caused by the resignation, removal, death or incapacity of a Boardmember shall be filled by the appointment of a new Boardmember by such Member county's Legislative Body.

D. No Boardmember shall be liable to the Members to this Agreement for any monetary damages for breach of any fiduciary duty owed by such Boardmember, except monetary damages arising out of: (a) a breach of the representative Boardmember's duty of loyalty to the Member who appointed him or her; (b) any act or omission not in good faith or which involves intentional misconduct or a knowing violation of law; (c) any transaction from which the Boardmember derived an improper personal benefit; or (d) any other circumstance or occurrence with respect to which, under applicable law as in effect from time to time. The limitation of a Boardmember's liability as provided in this paragraph is impermissible.

Ent 026817 Bk 0081 Pg 0797

E. No Boardmember nor Member county to this Agreement shall be liable for any agreement, bond, note, indebtedness or other obligation incurred by the Coalition, nor liable for the indebtedness of any other Party to this Agreement, nor liable for any indebtedness or other obligation with respect to any project or activity of the Coalition, unless subsequently and otherwise agreed to by such Member county in writing, such as a Supplemental Contract.

F. It is anticipated that consistent with the initial planning to be done, that the Coalition will pursue, acquire, develop, construct, build, own or control one or more Projects for infrastructure, facilities, works or improvements. Such Projects will likely extend from one county jurisdiction into another, or otherwise involve an enterprise operated in multiple counties, and some facilities may be located outside the boundaries of all Member counties. For Projects crossing county boundaries, or enterprises operating in multiple counties, or Projects and enterprises outside Member county boundaries, the Governing Board of the Coalition shall have authority to approve the acquisition, development, construction, ownership or control of such Projects by a majority vote of a simple majority of Boardmembers. Each Project shall be approved pursuant to a Supplemental Contract. For Projects that lie entirely within a single Member county, in addition to a majority vote of a simple majority of Boardmembers, the Coalition must also obtain approval from a majority of the Legislative Body of the subject Member county. In other words, for Projects that lie entirely within a single Member county, no Project may be pursued or undertaken without the approval of the Legislative Body of such Member county.

G. Members of the Governing Board may receive compensation for their service and have their expenses paid by the Coalition.

H. The Governing Board shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every four years. The chair and vice-chair may serve no more than two successive terms. A Secretary shall be appointed.

I. The Board representative from a Member county may send 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.

J. The Governing Board shall comply with the Utah Open and Public Meetings Act and its records shall be maintained as required by the Utah Government Records Access Management Act.

K. The Governing Board shall have an ongoing duty to see that all of its Members are informed regarding all activities of the Coalition and, accordingly, shall cause a copy of all Board proceedings to be delivered in the manner it deems appropriate to Boardmembers 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,

Ent 026817 Bk 0081 Pg 0798

including each Member's legal counsel.

L. The Governing Board may employ an Executive Director and other appropriate staff to carry out the day-to-day operations and administrations of the Coalition. The Governing Board may retain professionals and consultants for various matters as deemed appropriate by the Board.

ARTICLE 6
Powers of the Coalition

6.1 General Powers.

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

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Interlocal Cooperation Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Coalition,

Ent 026817 Bk 0081 Pg 0799

which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with Members, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any Member county. However, a Member county may elect by written agreement approved by legislative action of such Member county to provide security for obligations of the Coalition, or to share revenues with the Coalition or with another Member county(s), as provided in the Interlocal Cooperation Act.

6.2 Receive Federal and State Grants and Private Funds.

The Coalition is hereby authorized to act as an agency to receive federal and state grants; other grants; or loans on behalf of itself or the member governments, or funds from private organizations for all planning and development programs and projects which are specifically intended to accomplish the purposes under the Interlocal Cooperation Act and the goals or purposes of the Coalition.

Ent 026817 Bk 0081 Pg 0800

6.3 No Superseding Authority.

The Coalition has no authority to nor does it supplant any powers of individual Members as set forth in the Utah Constitution, state law, county ordinance, or other powers specifically given to them; nor does the Coalition have superseding authority over other government entities and jurisdictions. The Coalition shall not have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

6.4 Contracts.

A. The Coalition may contract generally and, as approved by its Governing Board, enter into contracts or agreements with private organizations, foundations, the federal government, states, counties, municipal corporations, and/or any other governmental agency for any purpose necessary or desirable for dealing with affairs of mutual concern, and/or contract for the provision of services with states, counties, cities, private entities, etc., including foreign powers, and to accept all funds resulting therefrom.

B. The Coalition will, prior to the commencement of construction or development of a project enter into a contract, known as a Supplemental Contract, with the Members, which contract shall set forth the respective contributions of the Members, the percentage of responsibility or benefit from such project for each Member, and how the assets of such project shall be disbursed among the Members upon termination or dissolution of the project or contract related to such project. The Coalition may also contract with such other public or private entities that may qualify or benefit as participants in a project on such terms as will produce sufficient revenue to meet and pay all operating and maintenance expenses, debt service, and reserve requirements, and all other charges or liens whatsoever payable from the revenues of the project.

C. Unless otherwise agreed upon by the Members, the excess revenues of a Project, meaning the revenues remaining after the payment of operations and maintenance expenses, and all administrative expenses, and the payment of any and all debt service payments and debt reserves, shall be apportioned such that Member counties in which the Project lies shall receive Sixty (70%) percent of the excess revenues to be apportioned based on the relation of the Project to their respective counties in which the Project lies, and Member counties for a Project that is not within such Member county, shall receive twenty (20%) percent of the excess revenues to be apportioned pro rata between them, and the remaining ten (10%) percent of excess revenues shall reside within and remain as funds of the Coalition for investment in potential future Projects and activities of the Coalition.

6.5 Exercise of Powers.

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

Ent 026817 Bk 0081 Pg 0801

ARTICLE 7
Liabilities and Obligations of Members

7.1 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. Pursuant to the provisions of the Immunity Act, each of the Members acknowledges and agrees that provisions of the Immunity Act shall apply and extend to the Coalition, its representatives, the Boardmembers, the officers and employees of the Coalition and, to the extent permitted by law and authorized by the Board, any personnel supplied to the Coalition by the Members. The Coalition shall indemnify and defend the Boardmembers and the officers and employees of the Coalition and, if authorized by the Board, any personnel supplied to the Coalition by Members, all as provided in the Immunity Act.

7.2 Waiver of Obligations.

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

7.3 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 secure the bonds issued by the Coalition to finance Projects undertaken by the Coalition. Such pledges shall constitute ongoing financial obligations of the pledging Members only to the extent expressly authorized by the Legislative Body of each Member and as provided for in the contract authorizing the issuance of the bonds and pledging the revenues of the pledging member.

7.4 Bonding.

Any Bonds issued or incurred by the Coalition shall not constitute a debt of any individual Member, but shall be secured only in the manner set forth herein and pursuant to the terms of the separate agreement entered into by the Coalition authorizing the issuance of the Bonds. There shall be no additional liability or obligation of a Member except as provided by additional agreements such Member may agree upon.

7.5 Indemnification.

The Coalition shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or

Ent 026817 Bk 0081 Pg 0802

omissions by the Coalition, its officers, agents, or employees. The Governing Board shall, prior to the commencement of construction of any Project undertaken by the Coalition provide for risk and liability coverage and payment and performance bonds in such amounts as the Coalition deems necessary to insure against risks arising from the undertaking the Project.

ARTICLE 8
Funding, Budget, Accounts and Financial Records

8.1 Funding; Investment and Disbursement of Funds.

Funding may include fees and contributions from other agencies, including Federal agencies, State agencies, local governments, grants from private individuals or organizations, developers, and businesses. Funds may also be raised from Projects and enterprises undertaken by the Coalition. The Governing Board shall approve guidelines for the expenditure of any and all funds and shall also provide for the investment and disbursement of funds and their periodic review.

8.2 Annual Budget.

The Governing Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, and applicable law. The annual budget shall be approved by the Governing Board not less than sixty days prior to the end of the fiscal year. The fiscal year shall begin on January 1st and end on December 31st.

8.3 Funds and Accounts.

The Executive Director (or Board Chair if no Executive Director is appointed) shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. Financial records of the Coalition shall be open to inspection at all reasonable times by Members' representatives and shall be public records if so required by Utah State law.

8.4 Certified Annual Audit.

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

8.5 Executive Director's Responsibility for Funds.

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

8.6 Fidelity Bonds.

Ent 026817 Bk 0081 Pg 0803

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

8.7 Financial Records.

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

8.8 Selling of Services.

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

ARTICLE 9
Dissolution of the Coalition

9.1 Outstanding Indebtedness.

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

9.2 Dissolution of the Coalition by Vote.

If there are no outstanding Bonds or other indebtedness that cannot be covered by current funds, the Coalition may be dissolved upon approval of five-Sixths (5 of 7) of the Members at any time.

9.3 Powers of Governing Board Upon Dissolution.

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

9.4 Division of Assets.

Upon dissolution and after payment in full of all outstanding Bonds and other Coalition obligations, the Governing Board shall equitably disburse the assets of the Coalition to the then current Members based on the value of assets residing within each Member or for assets outside the Coalition based on the benefit to respective Members. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, pro rata.

Ent 026817 Bk 0081 Pg 0804

ARTICLE 10
Filing of this Interlocal Cooperation Agreement

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

ARTICLE 11
Miscellaneous Provisions

11.1 Confidentiality.

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

11.2 Status of Members' Employees.

When members of the Governing Board and the employees and agents of the Coalition are acting on behalf of the Coalition within the scope of their authority, office or employment, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Governmental Immunity Act and Section 63G-7-101, et seq., and thus, shall be entitled to indemnification and representation so long as they meet the requirements of said Act.

11.3 Prohibition Against Assignment.

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

11.4 Severability Clause.

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability 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.

11.5 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.

Ent 026817 Bk 0081 Pg 0805

11.6 Governing Law.

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

11.7 Binding Effect.

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

11.8 Captions.

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

11.9 Time.

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

11.10 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.

11.11 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 Member shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the breaching party's membership.

[SIGNATURE PAGES FOLLOW]

Ent 026817 Bk 0081 Pg 0806

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

CARBON COUNTY

By _____
Chair

ATTESTED BY:

_____
County Clerk

(SEAL OF CARBON COUNTY)

APPROVED AS TO FORM

_____
Carbon County Attorney

DAGGETT COUNTY

By _____
Chair

ATTESTED BY:

(SEAL OF DAGGETT COUNTY)

_____
County Clerk

APPROVED AS TO FORM

_____
Daggett County Attorney

Ent 026817 Bk 0081 Pg 0807

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

CARBON COUNTY

By_____
Chair

ATTESTED BY:

(SEAL OF CARBON COUNTY)

_____
County Clerk

APPROVED AS TO FORM

_____
Carbon County Attorney

DAGGETT COUNTY

By Karen Perry
Chair

ATTESTED BY:

Vicky McKee
County Clerk

(SEAL OF DAGGETT COUNTY)

COUNTY CLERK
DAGGETT COUNTY
STATE OF UTAH

APPROVED AS TO FORM

Daggett County Attorney

Ent 026817 Bk 0081 Pg 0808

DUCHESNE COUNTY

By _____
Chair

ATTESTED BY:

_____
County Clerk

(SEAL OF DUCHESNE COUNTY)

APPROVED AS TO FORM

_____
Duchesne County Attorney

EMERY COUNTY

By _____
Chair

ATTESTED BY:

_____
County Clerk

(SEAL OF EMERY COUNTY)

APPROVED AS TO FORM

_____
Emery County Attorney

DUCHESNE COUNTY

By_____
Chair

ATTESTED BY:

(SEAL OF DUCHESNE COUNTY)

_____
County Clerk

APPROVED AS TO FORM

_____
Duchesne County Attorney

EMERY COUNTY

By_____
Chair

ATTESTED BY:

(SEAL OF EMERY COUNTY)

Brenda Foote
County Clerk

APPROVED AS TO FORM

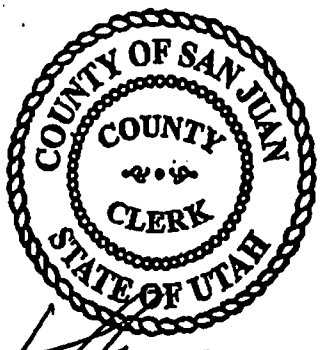
Emery County Attorney

Ent 026817 Bk 0081 Pg 0810

SAN JUAN COUNTY

By _____
Chair

ATTESTED BY:



_____
County Clerk

(SEAL OF SAN JUAN COUNTY)

APPROVED AS TO FORM

_____
San Juan County Attorney (Deputy)

Ent 026817 Bk 0081 Pg 0811

UINTAH COUNTY

By Michael J McKean
Chair

ATTESTED BY:

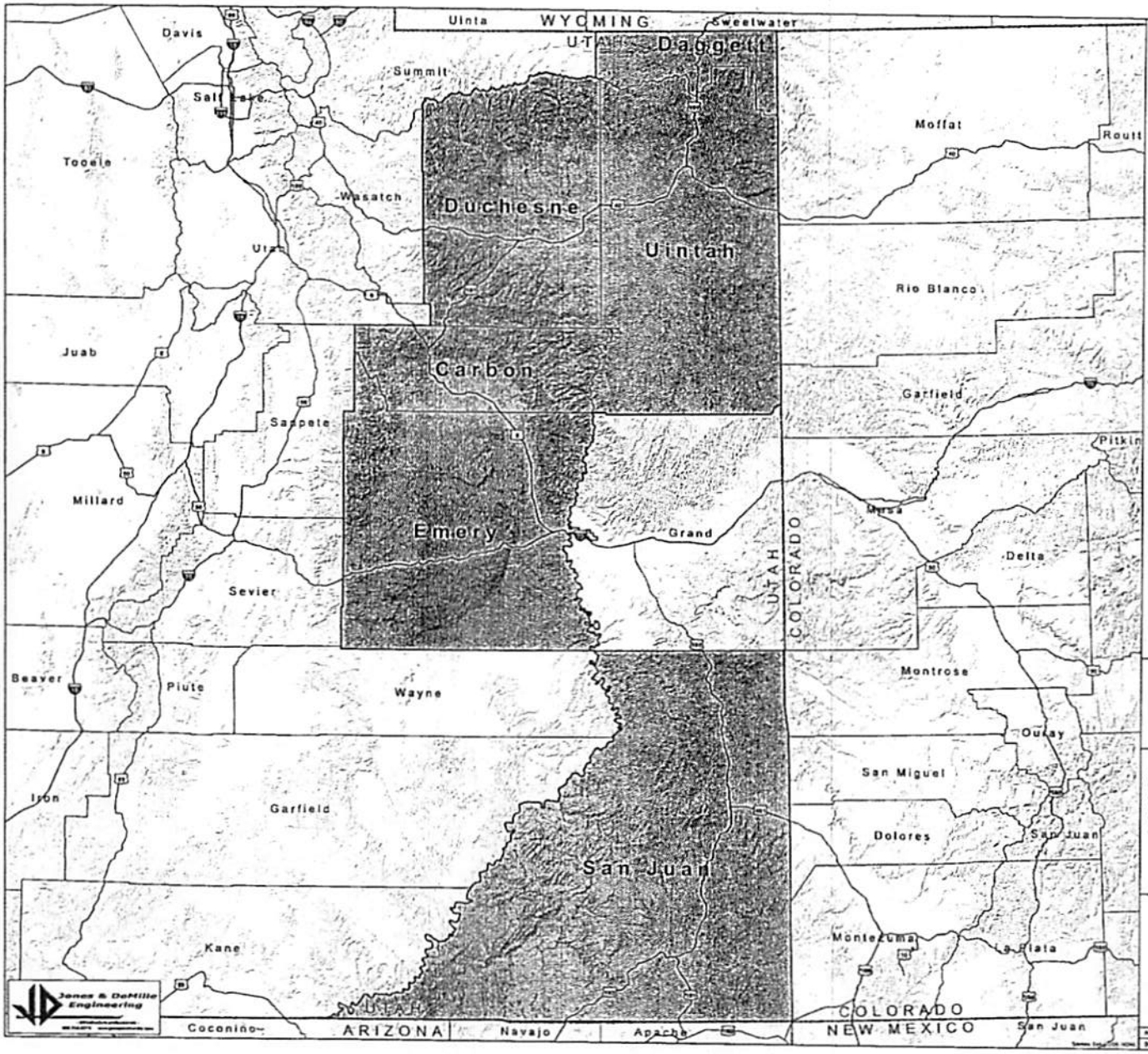
County Clerk

(SEAL OF UINTAH COUNTY)

APPROVED AS TO FORM

Uintah County Attorney

Ent 026817 Bk 0081 Pg 0812



(Final Local Entity Plat)
Six-County Infrastructure Coalition Boundary Map

NARRATIVE

DESCRIPTION

ACCEPTANCE BY COUNTY COMMISSION

COMMISSIONER DATE

SURVEYOR'S CERTIFICATE

COUNTY SURVEYOR'S CERTIFICATE

F. CLAY TOLBERT, L.S. #354381 DATE

BENJAMIN A. GRIMES, C.E. #182284 DATE

Location Map

Legend

Six-County Infrastructure Coalition Boundary

State Boundaries

County Boundaries

Interstates

US Highways

N W E S

SCALE: 1" = 12.5 miles

0 10 20 Miles

COUNTY RECORDER

VANN BARNETT
CARBON COUNTY RECORDER

Ent 026817 Bk 0081 Pg 0813

RESOLUTION 2014-05

CARBON COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE
SEVEN COUNTY INFRASTRUCTURE COALITION
JULY 2, 2014

A RESOLUTION AUTHORZING THE CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION; AND RELATED MATTERS

WHEREAS, the Board of Commissioners of Carbon County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition"); and

WHEREAS, the other expected participating Utah counties are Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of Carbon County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the "Agreement") was presented to the Board of Commissioners of Carbon County:

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Carbon County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.

2. It is the desire of the Board of Commissioners of Carbon County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.

3. The boundaries and area of the Coalition shall include all portions of the participating counties, including Carbon County.

4. The effective date of the agreement shall be July 25, 2014.

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication,

Ent 026817 Bk 0081 Pg 0814

coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may

Ent 026817 Bk 0081 Pg 0815

rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with the Coalition or with another Member county(s), as provided in the Act.

Ent 026817 Bk 0081 Pg 0816

P. To secure funding, including loans and grants for projects and activities.

7. The Board of Commissioners of Carbon County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section 67-1a-6.5 of the Utah Code, that meets the requirements of Subsection 67-1a-6.5(3); and (B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Board of Commissioners still authorizes the creation of the Coalition on behalf of Carbon County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Board of Commissioners hereby authorizes its Chair to sign the Agreement and its County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Board of Commissioners hereby acknowledges that pursuant to Section 211 of the Act, Carbon County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Board of Commissioners.

11. The Board of Commissioners hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Board of Commissioners hereby acknowledges that pursuant to Section 214 of the Act, Carbon County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Board of Commissioners hereby acknowledges that pursuant to Section 215 of the Act, Carbon County may, at the discretion of the Board of Commissioners, share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

Ent 026817 Bk 0081 Pg 0817

14. Pursuant to the Act, the Board of Commissioners directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to the published (1) one time in the following newspapers: Deseret News, Moab Times, San Juan Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Board of Commissioners of Carbon County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Carbon County's principal offices for public examination during the regular business hours of Carbon County until at least 30 days from and after the last date of publication thereof. The Board of Commissioners directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

Ent 026817 Bk 0081 Pg 0818

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Board of Commissioners of Carbon County adopted a resolution (the "Resolution") declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition") as an interlocal entity pursuant to an interlocal cooperation agreement (the "Agreement") proposed to be entered into between Carbon County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition's purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition's powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of Carbon County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

15. The Board of Commissioners further directs the County Clerk to also complete the record of proceedings attached hereto.

16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Ent 026817 Bk 0081 Pg 0820

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Board of Commissioners of Carbon County, Utah this July 2, 2014.

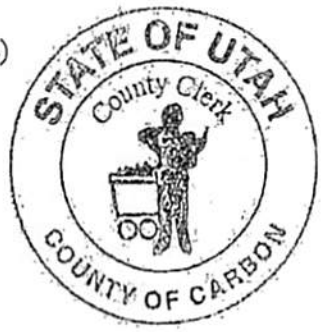
CARBON COUNTY, UTAH

By: _____
Chair

ATTEST:

_____
County Clerk

(SEAL)



Ent 026817 Bk 0081 Pg 0821

DAGGETT COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION
July 1, 2014

RESOLUTION #14-14

A RESOLUTION AUTHORZING THE CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION; AND RELATED MATTERS

WHEREAS, the Legislative Body of Daggett County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition"); and

WHEREAS, the other expected participating Utah counties are Carbon County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of Daggett County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the "Agreement") was presented to the Legislative Body of Daggett County:

NOW THEREFORE, BE IT RESOLVED by the Legislative Body of Daggett County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.

2. It is the desire of the Legislative Body of Daggett County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.

3. The boundaries and area of the Coalition shall include all portions of the participating counties, including Daggett County.

4. The effective date of the agreement shall be July 25, 2014.

Ent 026817 Bk 0081 Pg 0822

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication, coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as

Ent 026817 Bk 0081 Pg 0823

security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with

Ent 026817 Bk 0081 Pg 0824

the Coalition or with another Member county(s), as provided in the Act.

P. To secure funding, including loans and grants for projects and activities.

7. The Legislative Body of Daggett County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section 67-1a-6.5 of the Utah Code, that meets the requirements of Subsection 67-1a-6.5(3); and (B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Legislative Body still authorizes the creation of the Coalition on behalf of Daggett County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Legislative Body hereby authorizes its Chair to sign the Agreement and its County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Legislative Body hereby acknowledges that pursuant to Section 211 of the Act, Daggett County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Legislative Body.

11. The Legislative Body hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Legislative Body hereby acknowledges that pursuant to Section 214 of the Act, Daggett County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Legislative Body hereby acknowledges that pursuant to Section 215 of the Act, Daggett County may, at the discretion of the Legislative Body, share its tax and other

Ent 026817 Bk 0081 Pg 0825

revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

14. Pursuant to the Act, the Legislative Body directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to the published (1) one time in the following newspapers: Deseret News, Moab Times, San Juan Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Legislative Body of Daggett County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Daggett County's principal offices for public examination during the regular business hours of Daggett County until at least 30 days from and after the last date of publication thereof. The Legislative Body directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

Ent 026817 Bk 0081 Pg 0826

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Legislative Body of Daggett County adopted a resolution (the "Resolution") declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition") as an interlocal entity pursuant to an interlocal cooperation agreement (the "Agreement") proposed to be entered into between Daggett County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition's purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition's powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of Daggett County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

Ent 026817 Bk 0081 Pg 0027

15. The Legislative Body further directs the County Clerk to also complete the record of proceedings attached hereto.

16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Ent 026817 Bk 0081 Pg 0828

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Legislative Body of Daggett County, Utah this July 1, 2014.

DAGGETT COUNTY, UTAH

By: Karen Perry
Chair

COUNTY CLERK
DAGGETT
COUNTY
STATE OF UTAH

ATTEST:

Vicky McKee
County Clerk

(SEAL)

Ent 026817 Bk 0081 Pg 0829

DUCHESNE COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE
SEVEN COUNTY INFRASTRUCTURE COALITION
June 30, 2014

RESOLUTION 14-08

A RESOLUTION AUTHORZING THE CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION; AND RELATED MATTERS

WHEREAS, the Legislative Body of Duchesne County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition"); and

WHEREAS, the other expected participating Utah counties are Carbon County, Daggett County, Emery County, Grand County, San Juan County, and Uintah County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of Duchesne County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the "Agreement") was presented to the Legislative Body of Duchesne County:

NOW THEREFORE, BE IT RESOLVED by the Legislative Body of Duchesne County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.

2. It is the desire of the Legislative Body of Duchesne County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.

3. The boundaries and area of the Coalition shall include all portions of the participating counties, including Duchesne County.

4. The effective date of the agreement shall be July 25, 2014.

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication, coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

Ent 026817 Bk 0081 Pg 0830

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually

Ent 026817 Bk 0081 Pg 0831

and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with the Coalition or with another Member county(s), as provided in the Act.

P. To secure funding, including loans and grants for projects and activities.

7. The Legislative Body of Duchesne County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section 67-1a-6.5 of the Utah Code, that meets the requirements of Subsection 67-1a-6.5(3); and (B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Legislative Body still authorizes the creation of the Coalition on behalf of Duchesne County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Legislative Body hereby authorizes its Chair to sign the Agreement and its

Ent 026817 Bk 0081 Pg 0832

County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Legislative Body hereby acknowledges that pursuant to Section 211 of the Act, Duchesne County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Legislative Body.

11. The Legislative Body hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Legislative Body hereby acknowledges that pursuant to Section 214 of the Act, Duchesne County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Legislative Body hereby acknowledges that pursuant to Section 215 of the Act, Duchesne County may, at the discretion of the Legislative Body, share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

14. Pursuant to the Act, the Legislative Body directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to the published (1) one time in the following newspapers: Deseret News, Moab Times, San Juan Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Legislative Body of Duchesne County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Duchesne County's principal offices for public examination during the regular business hours of Duchesne County until at least 30 days from and after the last date of publication thereof. The Legislative Body directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Legislative Body of Duchesne County adopted a resolution (the "Resolution") declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition") as an interlocal entity pursuant to an interlocal cooperation agreement (the "Agreement") proposed to be entered into between Carbon County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

Ent 026817 Bk 0081 Pg 0833

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition's purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition's powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of Duchesne County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

15. The Legislative Body further directs the County Clerk to also complete the record of proceedings attached hereto.

16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Ent 026817 Bk 0081 Pg 0834

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Legislative Body of Duchesne County, Utah this 30th Day of June, 2014.

DUCHESNE COUNTY, UTAH

By: _____
Chair

ATTEST:

_____
County Clerk

(SEAL)

EMERY COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION
July 22, 2014

RESOLUTION 2014-07-22A

A RESOLUTION AUTHORZING THE CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION; AND RELATED MATTERS

WHEREAS, the Legislative Body of Emery County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition"); and

WHEREAS, the other expected participating Utah counties are Carbon County, Daggett County, Duchesne County, Grand County, San Juan County, and Uintah County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of Emery County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the "Agreement") was presented to the Legislative Body of Emery County:

NOW THEREFORE, BE IT RESOLVED by the Legislative Body of Emery County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.

2. It is the desire of the Legislative Body of Emery County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.

3. The boundaries and area of the Coalition shall include all portions of the participating counties, including Emery County.

4. The effective date of the agreement shall be July 25, 2014.

Ent 026817 Bk 0081 Pg 0836

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication, coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as

Ent 026817 Bk 0081 Pg 0837

security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with

Ent 026817 Bk 0081 Pg 0838

the Coalition or with another Member county(s), as provided in the Act.

P. To secure funding, including loans and grants for projects and activities.

7. The Legislative Body of Emery County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section 67-1a-6.5 of the Utah Code, that meets the requirements of Subsection 67-1a-6.5(3); and (B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Legislative Body still authorizes the creation of the Coalition on behalf of Emery County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Legislative Body hereby authorizes its Chair to sign the Agreement and its County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Legislative Body hereby acknowledges that pursuant to Section 211 of the Act, Emery County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Legislative Body.

11. The Legislative Body hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Legislative Body hereby acknowledges that pursuant to Section 214 of the Act, Emery County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Legislative Body hereby acknowledges that pursuant to Section 215 of the Act, Emery County may, at the discretion of the Legislative Body, share its tax and other

Ent 026817 Bk 0081 Pg 0839

revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

14. Pursuant to the Act, the Legislative Body directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to the published (1) one time in the following newspapers: Deseret News, Moab Times, San Juan Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Legislative Body of Emery County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Emery County's principal offices for public examination during the regular business hours of Emery County until at least 30 days from and after the last date of publication thereof. The Legislative Body directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

Ent 026817 Bk 0081 Pg 0840

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Legislative Body of Emery County adopted a resolution (the "Resolution") declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition") as an interlocal entity pursuant to an interlocal cooperation agreement (the "Agreement") proposed to be entered into between Carbon County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition's purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition's powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of Emery County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

Ent 026817 Bk 0081 Pg 0841

15. The Legislative Body further directs the County Clerk to also complete the record of proceedings attached hereto.

16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Ent 026817 Bk 0081 Pg 0842

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Legislative Body of Emery County, Utah this July 22, 2014.

EMERY COUNTY, UTAH

By _____
Chair

ATTESTED BY:

_____
County Clerk

(SEAL)

Ent 026817 Bk 0081 Pg 0843

SAN JUAN COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION
June 23, 2014

RESOLUTION 2014-04

A RESOLUTION AUTHORZING THE CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION; AND RELATED MATTERS

WHEREAS, the Legislative Body of San Juan County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition"); and

WHEREAS, the other expected participating Utah counties are Carbon County, Daggett County, Duchesne County, Emery County, Grand County, and Uintah County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of San Juan County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the "Agreement") was presented to the Legislative Body of San Juan County:

NOW THEREFORE, BE IT RESOLVED by the Legislative Body of San Juan County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.

2. It is the desire of the Legislative Body of San Juan County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.

3. The boundaries and area of the Coalition shall include all portions of the participating counties, including San Juan County.

4. The effective date of the agreement shall be July 25, 2014.

Ent 026817 Bk 0081 Pg 0844

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication, coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as

Ent 026817 Bk 0081 Pg 0845

security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with

Ent 026817 Bk 0081 Pg 0846

the Coalition or with another Member county(s), as provided in the Act.

P. To secure funding, including loans and grants for projects and activities.

7. The Legislative Body of San Juan County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section 67-1a-6.5 of the Utah Code, that meets the requirements of Subsection 67-1a-6.5(3); and (B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Legislative Body still authorizes the creation of the Coalition on behalf of San Juan County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Legislative Body hereby authorizes its Chair to sign the Agreement and its County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Legislative Body hereby acknowledges that pursuant to Section 211 of the Act, San Juan County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Legislative Body.

11. The Legislative Body hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Legislative Body hereby acknowledges that pursuant to Section 214 of the Act, San Juan County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Legislative Body hereby acknowledges that pursuant to Section 215 of the Act, San Juan County may, at the discretion of the Legislative Body, share its tax and

Ent 026817 Bk 0081 Pg 0847

other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

14. Pursuant to the Act, the Legislative Body directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to the published (1) one time in the following newspapers: Deseret News, Moab Times, San Juan Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Legislative Body of San Juan County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in San Juan County's principal offices for public examination during the regular business hours of San Juan County until at least 30 days from and after the last date of publication thereof. The Legislative Body directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

Ent 026817 Bk 0081 Pg 0848

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Legislative Body of San Juan County adopted a resolution (the "Resolution") declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition") as an interlocal entity pursuant to an interlocal cooperation agreement (the "Agreement") proposed to be entered into between Carbon County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition's purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition's powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of San Juan County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

Ent 026817 Bk 0081 Pg 0849

15. The Legislative Body further directs the County Clerk to also complete the record of proceedings attached hereto.

16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Ent 026817 Bk 0081 Pg 0850

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Legislative Body of San Juan County, Utah this June 23, 2014.

SAN JUAN COUNTY, UTAH

By: Bruce Adams
Chair

ATTEST:

County Clerk

(SEAL)

COUNTY OF SAN JUAN COUNTY CLERK STATE OF UTAH

Ent 026817 Bk 0081 Pg 0851

UINTAH COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION
JUNE 30, 2014

RESOLUTION 06-30-2014 R1

A RESOLUTION AUTHORZING THE CREATION OF THE SEVEN COUNTY INFRASTRUCTURE COALITION; AND RELATED MATTERS

WHEREAS, the Legislative Body of Uintah County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition"); and

WHEREAS, the other expected participating Utah counties are Carbon County, Daggett County, Duchesne County, Emery County, Grand County, Uintah County and San Juan County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of Uintah County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the "Agreement") was presented to the Legislative Body of Uintah County:

NOW THEREFORE, BE IT RESOLVED by the Legislative Body of Uintah County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.

2. It is the desire of the Legislative Body of Uintah County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.

3. The boundaries and area of the Coalition shall include all portions of the participating counties, including Uintah County.

4. The effective date of the agreement shall be July 25, 2014.

Ent 026817 Bk 0081 Pg 0852

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication, coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

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 have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.

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

C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as

Ent 026817 Bk 0081 Pg 0853

security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.

H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.

I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.

J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.

K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.

L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.

M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.

N. The Coalition does not have the power to impose or levy a tax.

O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with

Ent 026817 Bk 0081 Pg 0854

the Coalition or with another Member county(s), as provided in the Act.

P. To secure funding, including loans and grants for projects and activities.

7. The Legislative Body of Uintah County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section 67-1a-6.5 of the Utah Code, that meets the requirements of Subsection 67-1a-6.5(3); and (B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Legislative Body still authorizes the creation of the Coalition on behalf of Uintah County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Legislative Body hereby authorizes its Chair to sign the Agreement and its County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Legislative Body hereby acknowledges that pursuant to Section 211 of the Act, Uintah County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Legislative Body.

11. The Legislative Body hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Legislative Body hereby acknowledges that pursuant to Section 214 of the Act, Uintah County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Legislative Body hereby acknowledges that pursuant to Section 215 of the Act, Uintah County may, at the discretion of the Legislative Body, share its tax and other

Ent 026817 Bk 0081 Pg 0855

revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

14. Pursuant to the Act, the Legislative Body directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to the published (1) one time in the following newspapers: Deseret News, Moab Times, Uintah Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Legislative Body of Uintah County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Uintah County's principal offices for public examination during the regular business hours of Uintah County until at least 30 days from and after the last date of publication thereof. The Legislative Body directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

Ent 026817 Bk 0081 Pg 0856

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Legislative Body of Uintah County adopted a resolution (the "Resolution") declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the "Coalition") as an interlocal entity pursuant to an interlocal cooperation agreement (the "Agreement") proposed to be entered into between Carbon County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition's purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition's powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of Uintah County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

Ent 026817 Bk 0081 Pg 0857

15. The Legislative Body further directs the County Clerk to also complete the record of proceedings attached hereto.

16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Ent 026817 Bk 0081 Pg 0858

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Legislative Body of Uintah County, Utah this June 30, 2014.

UINTAH COUNTY, UTAH

By: Michael J Mecham
Chair

ATTEST:

County Clerk

(SEAL)

Ent 026817 Bk 0081 Pg 0859

Utah Retirement Systems

Retirement Office
560 East 200 South
Salt Lake City, UT 84102-2021

(801) 366-7700
(800) 365-8772 Toll Free
(801) 366-7734 Fax
www.urs.org

DANIEL D. ANDERSEN
Executive Director

Public Employees Health Program
560 East 200 South
Salt Lake City, UT 84102-2004

(801) 366-7500
(800) 365-8772 Toll Free
(801) 366-7596 Fax
www.pehp.org

R. CHET LOFTIS
Director

August 5, 2014

Six County Infrastructure Coalition
Attn: Eric Johnson
5995 S. Redwood Rd.
Salt Lake City, UT 84123

Re: Eligibility for Participation of a Newly Created Entity in the Utah State Retirement Systems

Dear Six County Infrastructure Coalition:

When a governmental entity is being incorporated or created, Utah law requires the Utah State Retirement Office ("Office") to provide a letter to that entity identifying the potential provisions under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act ("Retirement Act"), with which it shall comply. *See* Utah Code Ann. § 67-1a-6.5(3)(d). This letter serves as the official notice for the Six County Infrastructure Coalition ("Coalition"), a newly created interlocal entity.

Based upon the information provided, the Office has determined that the Coalition is an "employer" under the Retirement Act as a political subdivision of the state by virtue of its status as an interlocal entity created under Utah Code Title 11. Accordingly, the Coalition must comply with the participation requirements of the Retirement Act.

This does not mean that the Coalition must provide retirement benefits to its employees. However, at the present time and throughout the future, the Coalition is required by law to provide URS retirement benefits if and when it offers any type of retirement benefit to its employees.

It may be the case that the Coalition does not currently have employees or has not yet elected to provide a retirement benefit to its employees. Please be aware, it is not the obligation of the Office to monitor the activities of the Coalition. By law, it is the Coalition's obligation to apply for membership with URS if and when it chooses to provide a retirement benefit to its employees.

Once the Coalition begins participation with URS, its public employees will be covered under either the Tier I or Tier II public employee retirement systems, as described in the Retirement Act. If the Coalition employs public safety or firefighter service employees, those employees will be covered under the separate Tier I or Tier II systems for public safety and/or firefighter service employees described in the Retirement Act.

In addition, Participating Employers of URS are required by section 49-11-606 to "cover all employees eligible for service credit under this title." As such, once admitted as a participating employer, the Coalition will be required to cover all eligible employees, pursuant to the eligibility rules found in the Retirement Act.

Please note that the above-referenced laws are those used to determine eligibility for participation and are not the only laws with which a participating employer must comply. Participating employers are required to "inform themselves of their rights and obligations" under Title 49 and should become familiar with all provisions of the Retirement Act. Once the Coalition is admitted into the System, URS provides education about the requirements with which the Coalition must comply as a participating employer.

Additionally, please be aware that should the Coalition fail to participate with URS while offering another retirement benefit to its employees, the Coalition's employees may have a claim against it for service credit under the Retirement Act, which the Office is required to enforce. Under the Retirement Act, such a claim would include all past employer contributions, interest, and in some cases, penalties. *See* Utah Code Ann. § 49-11-601(3).

Please do not hesitate to contact me if you have any questions.

Sincerely,

Matthew K. Judd
Records Management Director
Utah State Retirement Office

Ent 026817 Bk 0081 Pg 0861

EXHIBIT B

RECORD OF PROCEEDINGS
DAGGETT COUNTY, UTAH
July 1, 2014

The Legislative Body of Daggett County, Utah, met in public session at its regular meeting at 9:00 a.m., or as soon thereafter as feasible, on July 1, 2014, with the following members present:

Karen Perry	Chair
Jerry Steglich	Commissioner
Warren Blanchard	Commissioner

Also present:

Vicky McKee	County Clerk/Treasurer

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this resolution had been discussed, the County Clerk presented to the Legislative Body a Certificate of Compliance With Open Meeting Law with respect to this July 1, 2014 meeting, a copy of which is attached hereto.

Commissioner Blanchard then introduced and moved the adoption of the foregoing resolution, which motion was seconded by Commissioner Steglich, and the motion was passed as follows:

AYE: Warren Blanchard
Jerry Steglich
Karen Perry

NAY:

Ent 026817 Bk 0081 Pg 0862

ABSTAIN:

Ent 026817 Bk 0081 Pg 0863

STATE OF UTAH)
: ss.
COUNTY OF DAGGETT)

I, Vicky McKee, the duly qualified and acting County Clerk of Daggett County, Utah, does hereby certify according to the records of said County in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Legislative Body held on July 1, 2014, including a resolution adopted at said meeting as said minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said County this July 1, 2014.

Vicky McKee
County Clerk

(S E A L)

Ent 026817 Bk 0081 Pg 0864

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Vicky McKee, the undersigned County Clerk/Treasurer of Daggett County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Utah Code Annotated § 52-4-202, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the July 1, 2014 public meeting held by the County as follows:

(a) By causing a Notice, in the form attached hereto to be posted at the County's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto to be delivered to a newspaper of general circulation within the County at least twenty-four (24) hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2014 Annual Meeting Schedule for the Legislative Body attached hereto was given specifying the date, time and place of the regular meetings of the Legislative Body to be held during the year, by causing said Notice to be (1) posted on December 18, 2013, at the principal office of the County and (2) by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the County on December 18, 2013, and (3) posted on the Utah Public Notice Website on December 18, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this July 1, 2014.

Vicky McKee
County Clerk/Treasurer

COUNTY CLERK DAGGETT COUNTY STATE OF UTAH

(SEAL)

(Attach Meeting Notice and Notice of 2014 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

Ent 026817 Bk 0081 Pg 0865

DAGGETT COUNTY COMMISSION AGENDA
Tuesday, July 1, 2014
9:00 A.M.
Daggett County Courthouse

9:00 A.M. STANDING BUSINESS

A. Welcome-Pledge of Allegiance
B. Old Business
C. Citizen Comments - 5 minutes
D. Approve Minutes
E. Approve Vouchers
F. Correspondence

POLICY AND LEGISLATION

1. Business License:
    a) Spencer Black
    b) Dakota Defa
    c) Patricia Gray
    d) Wade Isaman
2. Approval Of Newsletter
3. Utah Dept Of Public Safety – FY14 Emergency Management Performance Grant
4. Discussion And Approval Of Clinic Upgrades
5. 10:00 AM Mountain Bike Trails Report – Bruce Erickson
6. County Code Codification – 2014 Contract
7. Discussion And Approval Of Commissioner's Travel And Expenses
8. Interlocal Cooperation Agreement – Establishing Seven County Infrastructure Coalition
9. Resolution #14-14 A Resolution Authorizing Creation Of The Seven County Infrastructure Coalition
10. Recommendations From Planning And Zoning:
    a. Zoning Change For Parcel A, NW By NW Section 11 T2N, R22E
    b. Minor Subdivision Application Lot 2 Parcel A And Remaining Section 11 T2N, R22E
11. Closed Session – * If Necessary

REDEVELOPMENT AGENCY

a) Recommendations From Planning And Zoning:
    a. Zoning Change For Parcel A, NW By NW Section 11 T2N, R22E
    b. Minor Subdivision Application Lot 2 Parcel A And Remaining Section 11 T2N, R22E
b) Closed Session – *If Necessary

COMMITTEE/MAINTENANCE REPORTS

1) 10:00 A.M. United States Forest Service
2) 10:30 A.M. Daggett County Sheriff's Office
3) 11:30 A.M. Mechelle Miller – Dept Of Public Safety – Emergency Management
4) Commission Assignment Reports.
5) Justice Court Reports.
6) Dutch John Advisory Board Recommendations.
7) Flaming Gorge Clinic Updates.
8) Next Meeting Agenda Items.
9) Commission Project Updates.

- LUNCH BREAK 12:00PM – 1:00PM –

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Vicky McKee at 95 North 1st West, Manila, Utah 84046, Telephone: 435-784-3154.

*Closed Session Is For The Purpose Of Discussing The Character, Professional Competence, Or Physical Or Mental Health Of An Individual; Collective Bargaining; Litigation, Purchase, Exchange, Or Lease Of Real Property.

Ent 026817 Bk 0081 Pg 0866

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Daggett County:
Daggett County Commission

Entity: Daggett County

Public Body: Daggett County Commission

Subject: County Government

Notice Title: Commission Agenda

Notice Type: Meeting

Notice Date & Time: July 1, 2014 | 9:00 AM - 5:00 PM

Description/Agenda:

DAGGETT COUNTY COMMISSION AGENDA
Tuesday, July 1, 2014
9:00 A.M.
Daggett County Courthouse

9:00 A.M. STANDING BUSINESS

A. Welcome-Pledge of Allegiance
B. Old Business
C. Citizen Comments - 5 minutes
D. Approve Minutes
E. Approve Vouchers
F. Correspondence

Ent 026817 Bk 0081 Pg 0867

POLICY AND LEGISLATION

1. Business License:
a) Spencer Black
b) Dakota Defa
c) Patricia Gray
d) Wade Isaman
2. Approval Of Newsletter
3. Utah Dept Of Public Safety - FY14 Emergency Management Performance Grant
4. Discussion And Approval Of Clinic Upgrades
5. 10:00 AM Mountain Bike Trails Report - Bruce Erickson
6. County Code Codification - 2014 Contract
7. Discussion And Approval Of Commissioner's Travel And Expenses
8. Interlocal Cooperation Agreement - Establishing Seven County Infrastructure Coalition
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11. Closed Session - * If Necessary

REDEVELOPMENT AGENCY

a) Recommendations From Planning And Zoning:
a. Zoning Change For Parcel A, NW By NW Section 11 T2N, R22E
b. Minor Subdivision Application Lot 2 Parcel A And Remaining Section 11 T2N, R22E
b) Closed Session - *If Necessary

COMMITTEE/MAINTENANCE REPORTS

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3) 11:30 A.M. Mechelle Miller - Dept Of Public Safety - Emergency Management
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- LUNCH BREAK 12:00PM - 1:00PM -

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Vicky McKee at 95 North 1st West, Manila, Utah 84046, Telephone: 435-784-3154.

*Closed Session Is For The Purpose Of Discussing The Character, Professional Competence, Or Physical Or Mental Health Of An Individual; Collective Bargaining; Litigation, Purchase, Exchange, Or Lease Of Real Property.

Notice of Special Accommodations:

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Vicky McKee at 95 North 1st West, Manila, Utah 84046, Telephone: 435-784-3154.

Notice of Electronic or telephone participation:

Not available at this time.

Other information:

This notice was posted on: June 27, 2014 01:38 PM
This notice was last edited on: June 27, 2014 01:38 PM

Please give us feedback

Meeting Location:

95 N 1st W
Manila , 84046

Map this!

Contact Information:

Sheila Williams
4357843154
swilliams@daggettcounty.org

Download Attachments:

- July 1, 2014 Commission Agenda.pdf Public Information Handout Added: 2014/06/27 01:34 PM

Ent 026817 Bk 0081 Pg 0869

Audio File Address

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Daggett County:
Daggett County Commission

Entity: Daggett County

Public Body: Daggett County Commission

Subject: County Government

Notice Title: 2014 Commission Meeting Schedule

Notice Type: Notice

Notice Date & Time: January 1, 2014 | 9:00 AM - 5:00 PM

Description/Agenda:

NOTICE IS HEREBY GIVEN OF THE 2014
MEETING SCHEDULE OF THE BOARD OF
COUNTY COMMISSIONERS OF
DAGGETT COUNTY, UTAH
PUBLIC NOTICE is hereby given that the 2014 meeting schedule for the Board of County Commissioners of Daggett County, Utah will be on Tuesday's (excepting legal holidays) beginning at 9:00 a.m. for the regular session. Should a legal holiday fall on the Monday prior to meetings, said commission meeting will be held on Wednesday.
Nothing herein shall be construed as limiting the County Commission from canceling the regular meeting from time to time as the Commission deems prudent. Should a regular meeting be canceled notice shall be posted at least 24 hours in advance at the courthouse in Manila, Utah and on the Utah Public Notice Website.
Meetings will be held in the Commission Chambers at the Courthouse in Manila, UT, 95 N 100 W, Manila Utah.

Ent 026817 Bk 0081 Pg 0871

I, Vicky McKee, Daggett County Clerk/Treasurer do hereby certify that from January 1, 2014 through December 31, 2014 pursuant to U.C.A., 52-4-202, this notice was posted.
/s/ Vicky McKee
Vicky McKee, Daggett County Clerk/Treasurer

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Vicky McKee at 95 North 100 West, Manila, Utah 84046, Telephone: 435/784-3154.

Notice of Electronic or telephone participation:

Telephonic Conference available with prior notice.

Other information:

This notice was posted on: December 18, 2013 10:25 AM
This notice was last edited on: December 18, 2013 10:25 AM

Please give us feedback

Meeting Location:

95 N 1st W
Manila , 84046

Map this!

Contact Information:

Sheila Williams
4357843154
swilliams@daggettcounty.org

Download Attachments:

- 2014 Commission Meeting Schedule.pdf Added: 2013/12/18 10:25 AM

Audio File Address

Subscription options

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- RSS

Ent 026817 Bk 0081 Pg 0872

- E-mail

Options

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