

**INTERLOCAL AGREEMENT
CREATING THE
STANSBURY SERVICE AGENCY**

This Interlocal Agreement is made and entered into as of this 12th day of AUGUST, 1992, by and between the Stansbury Recreation Service Area of Tooele County, a political subdivision of the State of Utah organized and existing pursuant to authority of the Utah County Service Area Act, currently codified at §17A-2-401 et seq., Utah Code Ann., 1953, as amended (hereinafter the "Recreation Area"), and Stansbury Greenbelt Service Area of Tooele County, a political subdivision of the State of Utah organized and existing pursuant to authority of the Utah County Service Area Act, currently codified at §17A-2-401 et seq., Utah Code Ann., 1953, as amended (hereinafter the "Greenbelt Area") (the Recreation Area and the Greenbelt Area being sometimes hereinafter referred to collectively as the "Service Areas");

W I T N E S S E T H:

WHEREAS, the Recreation Area was established for the purpose of providing recreation services and owning, operating and maintaining the golfcourse, clubhouse, swimming pool, sailing lake, playgrounds and all equipment, facilities and grounds related thereto, within the boundaries of the Service Area in Stansbury Park, Utah; and

WHEREAS, the Greenbelt Area was established for the purpose of

within the boundaries of the Service Area in Stansbury Park, Utah;
and

WHEREAS, the boundaries of the Service Areas are coterminous to each other and the Service Areas have historically shared employees and other resources in providing their respective municipal services to residents and others within Stansbury Park;
and

WHEREAS the respective Boards of Trustees of the Service Areas each find that there is mutual advantage and benefit of economies of scale, economic development and utilization of resources in cooperating with each other in jointly planning, financing, operating and maintaining the resources and assets of the Service Areas in and for the common interest and good of the those served in Stansbury Park; and

WHEREAS, state law provides that, pursuant to the provisions of the Utah Interlocal Co-operation Act (the "Act"), §11-13-1, et seq., Utah Code Ann., 1953, as amended, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act;

agreement be entered into and that a separate legal and administrative entity be established pursuant to the Act in order to accomplish the purpose and maximize the benefits of their joint and cooperative action, including the undertaking and financing of the services to be provided by and the ongoing operation and maintenance of all buildings, facilities, equipment, grounds, and all other resources and assets which are the properties of the Service Areas;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Service Areas, and pursuant to the powers granted each by the Constitution, the Act, and other statutes and laws of the State of Utah, the Service Areas agree as follows:

I. ESTABLISHMENT OF THE STANSBURY
SERVICE AGENCY

A. Creation and General Powers.

There is hereby created and established, pursuant to the Act, a separate legal and administrative entity which shall be known as the Stansbury Service Agency (hereinafter referred to as the "Agency"), for the purpose of undertaking and financing the services to be provided by and the ongoing operation and maintenance of all buildings, facilities, equipment, grounds, and all other resources and assets which are the properties of the Service Areas.

B. Power and Authority of the Agency

are exercised or may be capable of being exercised by each of the respective Service Areas, and which may be delegated to the Agency through an interlocal agreement pursuant to the Act.

(2) The enumerated powers of the Agency shall include, without limitation, the power to:

(a) provide recreation and greenbelt services within the boundaries of the Service Areas;

(b) own, acquire, construct, operate, maintain, and repair or cause to be constructed, operated, maintained and repaired any and all buildings, facilities, equipment, grounds and all improvements thereto, associated with such services;

(c) employ and fix the terms and compensation of all employees, agents and representatives, and to purchase, contract for, lease, or otherwise deal with real and personal property, to apply for and obtain the necessary licenses, permits, or consents from all governmental entities or other persons necessary to carry on the business of accomplishing the purposes of the Agency;

(d) borrow money or incur indebtedness, issue revenue bonds or notes for the purpose for which the Agency is created, assign, pledge, or otherwise convey as security for the payment of any such bonded indebtedness, the revenues and receipts from any such services, and the buildings, facilities, equipment, grounds and improvements related thereto, which assignment, pledge, or

services and the buildings, facilities, equipment, grounds and improvements related thereto;

(f) adopt and/or amend such rules, regulations and penalties as are deemed necessary for the orderly and proper operation and maintenance of the buildings, facilities, equipment, grounds and all improvements thereto, and in accomplishing the business of the Agency, and to prosecute actions in the name of the Agency for violations of any applicable laws, lawful rules and regulations which the Board of Directors may adopt for the purpose of accomplishing the purpose of the Agency as well as to protect the contractual, statutory and other legal rights of the Agency in its best interest;

(g) render services or acquire facilities or improvements in excess of those required to meet the need or requirements of the individual parties hereto, if it is determined to be necessary to accomplish the purposes and realize the benefits for which the Agency is organized; and

(h) exercise all other rights, duties, powers, privileges and obligations enumerated in the Act, including without limitation, the power to sue and be sued, and withholding only the power to directly levy and collect ad valorem taxes and to call and hold elections for the election of the trustees of the respective Service Areas.

of Trustees from both of the Service Areas. The Service Areas will continue to hold elections, as provided by law, for the election of their respective Boards of Trustees.

(2) Each director's term of office shall be equal to said director's term of office as a trustee of the Service Area.

(3) Each of the members of the Board of Directors of the Agency shall serve without compensation, but may be reimbursed for the actual cost of travel and other expenses incurred in serving as a member of the Board of Directors.

D. Officers

(1) The Agency shall select from its Board of Directors a chairperson and vice chairperson to serve for a term of one (1) year. Any officer of the Agency may be removed from office by majority vote of the entire Board whenever in its judgment the best interests of the Agency would be served thereby, but in no event shall such removal be made without just cause or without giving the officer reasonable opportunity to justify the questioned action.

(2) The Chairperson shall be the presiding officer of the Board of Directors, and shall have general powers to carry out the policies and objectives of the Agency established hereby and by the Board of Directors. The Chairperson shall call and preside at all meetings of the Board of Directors and shall be an ex-officio member of all committees established by the Board of Directors.

the Board of Directors. The Chairperson shall also have such other and further duties as may from time to time be established by the Board of Directors of the Agency.

(3) The Vice Chairperson shall serve at the request of the Chairperson. During the absence or inability of the Chairperson to act, the Vice Chairperson shall perform the duties and exercise the powers of the Chairperson.

(4) A Secretary may be appointed by the Board of Directors to serve for an indeterminate term at the pleasure of the Board. The Secretary's duties shall be to keep a faithful, correct, and full record of the minutes of the Board of Directors. The Secretary shall be the custodian of and shall faithfully keep all records of the Board of Directors and of the Agency. The Secretary shall be responsible for the giving of all notices and attending to all correspondence which may be ordered by the Board of Directors or Chairperson. The Secretary shall perform such other duties as may be generally attributable to the office of secretary and may receive compensation at the discretion of the Board of Directors.

(5) A Treasurer may be appointed by the Board of Directors to serve for an indeterminate term at the pleasure of the Board. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Agency; receive and give receipts for moneys due and payable to the Agency from any source

orders for payment of the money, notes or other evidences of indebtedness issued in the name of the Agency, subject to the provisions of this Agreement; and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Board. The Treasurer may also concurrently serve as the Secretary at the discretion of the Board.

E. Voting

Each member of the Board of Directors shall be entitled to one (1) vote in matters that come before the Board for decision, and all issues shall be decided by majority vote of a quorum present. A quorum for the transaction of business at any meeting shall consist of not less than a majority of the members of the Board of Directors.

F. Board Meetings

(1) The Board of Directors shall hold such regular meetings as it shall determine necessary for the conduct of and proper handling of the business of the Agency.

(2) Each year, at the first regularly scheduled meeting of the Board of Directors in the month of February, an annual meeting shall be held. The purpose of the annual meeting shall be to receive a full report of the activities and the business of the Agency and to receive a report regarding the budget and the

and actual meetings must be open to the public in the manner required by law.

G. Ownership of Assets

Title to the assets of each of the respective Service Areas shall be and remain in the name of each said Service Area during the term of this Agreement. The Agency shall have the power, however, to acquire additional assets in its own name, as necessary to further the purposes for which the Agency was created. All assets of the Service Areas and the Agency shall be operated and maintained by the Agency.

H. Financing Operations

(1) The cost of operations and conduct of the business of the Agency shall be from contributions made by the Boards of Trustees of the Service Areas, from revenues obtained for the services rendered by the Agency and from other sources such as grants, loans, revenue bonds and legally imposed fees and charges.

(2) The Agency shall not have the power to levy any tax on property or individuals.

(3) The Agency shall operate on a budget and keep its books and financial records on a calendar year basis. The budget of the Agency shall be established and maintained in accordance with the laws of the State of Utah by the Board of Directors of the Agency. The budget shall provide for all expenditures including, but not

(a) On or before October 15 of each year, the Boards of Trustees of the respective Service Areas shall prepare and file with the Agency a tentative budget for the ensuing year, which shall set forth an estimate of the revenues for each Service Area for the budget year and specify that 100% of the anticipated revenues for each said Service Area shall be appropriated for expenditure by the Agency pursuant to a budget thereof. Public hearings as required by law on the Service Areas' tentative budgets and the adoption of the Service Areas' final budgets shall be accomplished in conjunction with the public hearing and adoption of the Agency's final budget as provided in subparagraph (b) of this paragraph (3) below.

(b) On or before the first regularly scheduled meeting of the Board of Directors of the Agency in November, the budget officer of the Agency shall prepare and file with the Board of Directors a tentative budget for each fund of the Agency detailing the financial plan for the ensuing budget year and specifying the estimates of the anticipated revenues to be received from the Service Areas and other anticipated revenues of the Agency and all appropriations for expenditures necessary for the accomplishment of the business of the Agency. The tentative budgets of the Service Areas and the tentative budget of the Agency shall be prepared and the public hearing held thereon, and the final budgets of the

Procedures for Special Districts Act, §17A-1-401 et seq., U.C.A. (1990).

(4) All checks or drafts issued which expend the funds of the Agency shall be required to bear two signatures. Those authorized to sign include the Treasurer and any member of the Board of Trustees. These officers are charged with the duty of ensuring that all disbursements are in accordance with this Agreement and the officially adopted policies and procedures of the Board of Directors.

(5) No funds may be expended for any purpose without the approval of the Board of Directors. Specific items listed in the annual budget and approved therein by the Board of Directors may be expended in accordance with the budget without further consideration or approval by the Board.

(6) The Board is empowered to obtain such fiscal and accounting services as it deems necessary in formulating, adopting and administering its budget and otherwise concerning the fiscal affairs of the Agency, and to conduct such compilations, reviews or audits as prescribed by State law.

II. TERM OF AGREEMENT

(1) This Agreement shall be effective and in force until such time as one of the Service Areas shall decide to withdraw as provided herein.

Area shall thereupon be solely and separately responsible for providing the services of each said Service Area and the operation and maintenance of all buildings, facilities, equipment, grounds and improvements related thereto which are the separate property of each Service Area; and all property owned by the Agency shall belong in equal shares to the two Service Areas at the time of dissolution.

III. FILING OF AGREEMENT

Executed copies of this agreement shall be deposited with and remain in the office of each of the Service Areas during the effective term hereof.

IV. POLICIES AND PROCEDURES

The Agency shall adopt policies and procedures for the management and the conduct of its affairs, and promulgate such rules and regulations as it shall find necessary and proper for carrying out the purpose for which the Agency was created.

V. AMENDMENTS

This agreement may be changed, modified or amended in writing by the unanimous agreement of the Boards of Trustees the parties.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this 12th day of August, 1992.

BY: Thomas R. Parker
TRUSTEE

BY: J. West Hunsaker
TRUSTEE

APPROVED AS TO FORM:

Ronald L. Elton
ATTORNEY FOR STANSBURY RECREATION
SERVICE AREA OF TOOELE COUNTY

STANSBURY GREENBELT SERVICE AREA
OF TOOELE COUNTY

BY: John [unclear]
TRUSTEE

BY: [unclear]
TRUSTEE

BY: Bob [unclear]
TRUSTEE

APPROVED AS TO FORM:

Michael J. [unclear]
ATTORNEY FOR STANSBURY GREENBELT
SERVICE AREA OF TOOELE COUNTY