

## INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT entered into on the dates indicated by the signatures below, between the Cities of American Fork, Cedar Hills, and Highland, Utah Municipal Corporations of the State of Utah, hereinafter referred to as the "Parties".

WHEREAS, the Parties wish to utilize the American Fork Canyon Debris Basin "Basin" in order to accommodate the development of a pressurized irrigation system in American Fork, to expand its use as a flood control structure, and to implement the best methods to protect, preserve and aid in replenishing the ground water in Northern Utah County; and

WHEREAS, the Parties have appointed representatives consisting of the Public Works Directors from each City to act as members of the American Fork River Debris Basin Administrative Board hereinafter referred to as the "Administrative Board"; and

WHEREAS, the Parties have entered into an agreement to purchase the Basin from Utah County and jointly hold an undivided interest in said Basin and preserve it from private development; and

WHEREAS, the Parties have authority to enter into such agreements pursuant to Title 11-13-202, and Title 10-1-202, Utah Code Annotated, as amended.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

### SPECIFIC PROVISIONS

1. **PURPOSES OF THIS AGREEMENT.** The Parties hereby agree that they have jointly sought to obtain from Utah County, ownership of the Basin based on a fair market value purchase in the amount of \$310,000. The Parties agree that the cost of the purchase of the Basin shall be borne evenly between the Parties.
2. **USE OF BASIN.** Once the Basin is purchased, the primary use shall be as a flood control facility. The Parties anticipate and agree that the Parties shall not be restricted in their individual pursuit to utilize the Basin for other uses, provided that any such pursuit does not conflict with the original, primary purpose of the Basin as a flood control facility. If a Party wishes to use the Basin for any purpose other than as a flood control facility, that Party shall, at its own cost and expense, prepare any and all applications and submit the same to the appropriate regulatory body for any proposed use or activity not currently authorized within the Basin. No use shall interfere with the primary use of the Basin as a flood control facility. Each Party shall indemnify the other Parties from any maintenance, damage or liability that might arise from use of the basin for its intended purpose or any other purpose approved by the Administrative Board.
3. **MANAGEMENT OF FACILITIES.** The Parties agree to jointly manage the Basin as a flood control facility and evenly split all expenses related to that function. The Administrative Board will take the lead in such maintenance activities and direct, perform or have performed all necessary maintenance in a timely manner. The Parties agree to adopt an annual budget to cover foreseeable joint flood control expenses. The

Administrative Board is free to take any necessary immediate emergency actions not anticipated in the annual budget, and shall report said actions and expenditures to the Parties. If a use of the Basin for other than flood control is approved for any Party, that Party that sought the use shall bear all expenses and liability directly associated with of said alternative use.

4. TERM. This Agreement shall take effect upon its execution by the Parties whose names appear first above and shall continue for a period of 50 years or until terminated by unanimous consent of the Parties to it.
5. NO NEW ENTITY CREATED. It is not the intent of the Parties that this Agreement creates any new entity. It is an agreement for joint action only.
6. DISPOSAL OF PROPERTY ON TERMINATION OF AGREEMENT. Upon termination of this Agreement, for any reason, the Basin shall remain in joint, undivided ownership, between the Parties, and each Party shall pay one third the cost of the maintenance of the Basin as a flood control facility.
7. AMENDMENT. This Agreement may not be amended, except by written agreement of all the Parties hereto.
8. ADMINISTRATIVE BOARD. This Agreement shall be administered to the extent necessary by the Administrative Board consisting of the Public Works Director from each of the cities appointed by the governing body thereof and each member having one (1) vote.
9. FINANCIAL AFFAIRS. The Administrative Board shall be responsible for the management of the financial affairs of this Agreement and submit an annual budget for approval of the Administrative Board by March 15th each year. Each Party will remit funds to the operating account, on or about July 15th of each year, for one third of the approved amount budgeted for the maintenance of the Basin as a flood control facility. The Administrative Board shall report quarterly to American Fork City, Highland City and Cedar Hills City on the expenditures for the flood control facilities. The Parties may examine the books and records relating to the maintenance of the Basin at any reasonable time, upon request.
10. COMMENCEMENT AND EFFECTIVE DATE. This Agreement shall take effect on the date that the agreement is approved by all Parties.
11. LIABILITY AND INDEMNIFICATION. The Parties shall defend, indemnify, save harmless, and exempt each other, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any use, willful or negligent acts or omissions by each Party, its officers, agents, or employees arising out of the implementation of the provisions of this Agreement.

SIGNED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ATTEST:

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Mayor, American Fork City

\_\_\_\_\_  
American Fork City Recorder

SIGNED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ATTEST:

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Mayor, Highland City

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Highland City Recorder

SIGNED AND DATED THIS 20th DAY OF December, 2013.

ATTEST:

  
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Mayor, City of Cedar Hills

  
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City of Cedar Hills Recorder

City of Cedar Hills Recorder

