

STATE OF UTAH

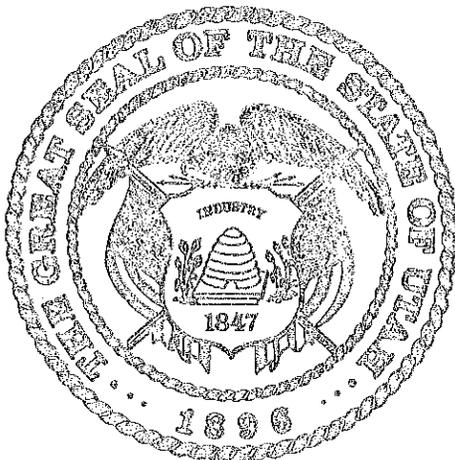


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

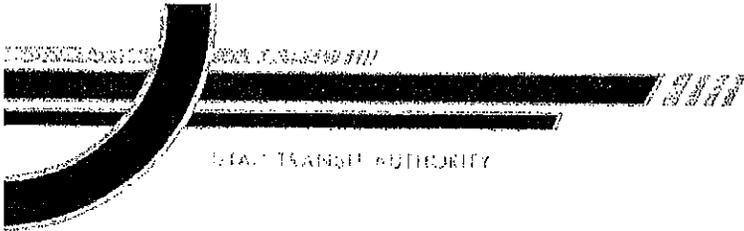
I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the ALTERNATIVE ENERGY INTERLOCAL ENTITY, dated July 16th, 2013, in substantial compliance with Section 11-13-204, Utah Code Annotated, 1953, as amended.

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 ALTERNATIVE ENERGY INTERLOCAL ENTITY, between Utah Transit Authority and the Office of Energy Development, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 23rd day of July, 2013.


GREG BELL
Lieutenant Governor



669 West 200 South

Salt Lake City, UT 84101

July 16, 2013

HAND DELIVERED

Lt. Governor Greg Bell
Utah State Capitol Complex
Suite 220
Salt Lake City, UT 84114

Re: Request for Certificate of Creation

Dear Lt. Governor Bell:

Enclosed please find a "Notice of Impending Boundary Action", together with an attached copy of the Interlocal Cooperation Agreement establishing Alternative Energy Interlocal Entity. As you know, this interlocal entity is being formed as a result of and in response to SB-275, passed in the recent 2013 legislative session. This entity will work cooperatively with the Utah Public Service Commission, members of the entity, and other stakeholders and potential stakeholders to help facilitate discussion and action to work toward conversion to alternative fuel vehicles.

While we have prepared the form requested by your office, titled "Notice of Impending Boundary Action", we do not believe there is any specific boundary implicated by, created through, or planned in connection with this interlocal entity. The entity will work closely with the stakeholders to help implement the intent and purpose of SB-275.

If you have any questions, please let us know. Otherwise, we look forward to receiving the Certificate of Creation.

Best regards,

Ruth Hawe
Associate Corporate Counsel

Enclosure

cc: Paul Proctor, Esq., Assistant Utah Attorney General
Samantha Mary Julian



NOTICE OF IMPENDING BOUNDARY ACTION
Alternative Energy Interlocal Entity

TO THE LIEUTENANT GOVERNOR, STATE OF UTAH:

We, the undersigned members of the Approving Authorities, hereby submit this Notice in order to request the issuance of a Certificate of Creation for the proposed Alternative Energy Interlocal Entity, an interlocal entity, pursuant to Utah Code Sections 11-13-204, 11-13-224 and 67-1a-6.5.

By our signatures below, we certify that all statutory requirements for the creation of the interlocal entity to be known as Alternative Energy Interlocal Entity have been met.

A copy of the Interlocal Agreement forming Alternative Energy Interlocal Entity, approved and signed by the initial participating entities, is attached hereto. Alternative Energy Interlocal Entity is formed to facilitate conversion to alternative fuel vehicles and/or to facilitate construction, operation and maintenance of facilities for alternative fuel vehicles, and to participate with the Public Service Commission and the Utah Legislature in exploring and developing options and opportunities for the same. There is no specific boundary planned, necessary or implicated by the creation of this interlocal entity.

DATED: July 16, 2013

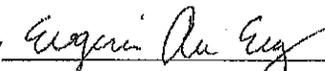
Utah Transit Authority

Office of Energy Development

By

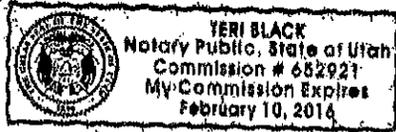

Acting General Manager

By

 7/15/13
Director
for Samantha Mary Julian

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

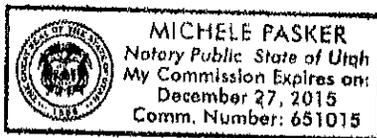
On this 16th day of July, 2013, personally appeared before me Teri Black, who being by me duly sworn, did say that he is the Acting General Manager of Utah Transit Authority, and that the within and foregoing instrument was signed for and in behalf of such entity.



Teri Black
Notary Public, residing in
Salt Lake County, Utah

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 15 day of July, 2013, personally appeared before me Eugenie Alair Emory, who being by me duly sworn, did say that she is the Manager authorized to sign for Samantha Mary Julian, Director of the Office of Energy Development, and that the within and foregoing instrument was signed for and in behalf of such entity.



Michele Pasker
Notary Public, residing in
Salt Lake County, Utah

INTERLOCAL COOPERATION AGREEMENT

ESTABLISHING

ALTERNATIVE ENERGY INTERLOCAL ENTITY
(ILE)

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement") is made and entered into as of the 11th day of July, 2013, 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."

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"), public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, Section 11-13-224 of the Interlocal Cooperation Act, authorizes agreements for an interlocal entity to facilitate the conversion to alternative fuel vehicles and/or to facilitate the construction, operation and maintenance of facilities for alternative fuel vehicles;

WHEREAS, the Parties to this Agreement believe that cooperative action through the creation of an interlocal entity will promote use of alternative fuels in vehicle fleets of Members and vehicles that are used by or benefit the interlocal entity and thereby benefit all citizens of the State of Utah;

WHEREAS, each Party to this Agreement is, pursuant to Section 11-13-202.5, authorized to participate, as described herein, in a new Utah interlocal entity to be known as the "ILE";

WHEREAS, the interlocal entity will facilitate public agencies use of and benefit from alternative fuel vehicles in the most efficient manner and will provide alternative fuel services and facilities that best serves the Members and the local communities; and

WHEREAS, the interlocal entity will facilitate the conversion of public agency vehicle fleets to alternative fuels, and facilitate the construction, operation, and maintenance of facilities for alternative fuel vehicle fleets in a manner that benefits public agencies by an economy of scale, economic development, and the efficient utilization of natural resources, promoting the general welfare of the state;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act, the Parties agree as follows:

ARTICLE 1
Definitions

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

1.1 "Board" or "Governing Board" means the governing body of the interlocal entity as established and modified from time to time, as described in Utah Code Ann. §11-13-224.

1.2 "Bonding" means the issuance of "Bonds"; and "Bonds" means bonds, notes, certificates of participation or other evidences of indebtedness of the interlocal entity, except as provided herein.

1.3 "ILE" means the legal entity 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 "Governing Body" means the board, commission, council or executive body of a Member to whom a particular decision or governmental action is entrusted by law designated by Section 11-13-224 (2) of the Interlocal Cooperation Act.

1.6 "Members" or "Parties" means the public agencies as defined in Section 11-13-103 (13) of the Interlocal Cooperation Act who participate in the interlocal entity.

1.7 "Member Advisory Committee" means the Member Advisory Committee formed pursuant to Article 11, to advise the Board and to provide representation for each of the Members.

ARTICLE 2
Purposes

This Agreement to create the ILE as an interlocal entity, as provided by the Interlocal Cooperation Act, is entered into by the Members in order to perform the activities authorized by law and approved by the members, as further outlined in any Bylaws to be drafted, and in any amendment hereto.

ARTICLE 3
Term of the Interlocal Cooperation Agreement

3.1 Term.

The term of this Interlocal Cooperation Agreement shall continue for the later of fifty (50) years from the Effective Date of this Agreement unless this Agreement is sooner terminated as provided in Article 13 or as described in Utah Code Ann. §11-13-204(3).

ARTICLE 4
Creation of the ILE

4.1 Independent Legal Entity.

The ILE shall become a separate and independent governmental entity on the Effective Date pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement.

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 ILE to accomplish the purposes set forth in Article 2 herein.

5.2 Withdrawal.

Subject to this paragraph 5.2, a Member may withdraw at any time, if the governing body of the Member gives written notice of its intent to withdraw. Such withdrawal shall take effect on the date included in such notice. Any such notice shall not affect the obligation of the Member to pay any financial obligations incurred or accrued. Withdrawal of a Member does not relieve the Member's obligation to pay its annual dues for current year or its share of obligations, indebtedness, and liabilities. A withdrawal will not be permitted if it materially adversely affects any project or bonds previously approved by the ILE and the governing body of the withdrawing Member.

5.3 Subsequent Membership.

Public agencies who do not initially become signatories to this Agreement, have withdrawn and wish to reapply, or are newly created public entities, may join and become signatories to this Agreement upon approval of, and pursuant to the conditions established by, the Governing Board.

5.4 Member Representation on Member Advisory Committee.

~~Each Member shall appoint a representative to serve on the Member Advisory Committee~~
described below. As and when additional public agencies shall request to join the ILE, are accepted, and are signatories to this Agreement, each such new Member shall appoint a representative for the Member Advisory Committee.

ARTICLE 6
Voting Rights

6.1 Voting by Governing Board Members.

Each Member of the Governing Board shall be entitled to one vote on the official business that comes before the Board.

ARTICLE 7
Powers and Authority of the ILE

7.1 Independent Legal Entity.

The ILE shall become a separate and independent governmental entity on the effective date of this Agreement pursuant to the provisions of this Agreement and the Interlocal Cooperation Act. The ILE shall continue its operation and existence pursuant to the provisions of this Agreement.

7.2 Interlocal Cooperation Act Powers.

The ILE shall have all powers granted by the Interlocal Cooperation Act and is hereby authorized to do all acts necessary to accomplish its stated purposes.

7.3 Communication and Coordination with Utah Public Service Commission.

The ILE shall cooperate and communicate with the Utah Public Service Commission, pursuant to Utah Code Ann. §11-13-224(3)(b) and 54-1-13 and such other provisions as may be enacted or modified in the future.

ARTICLE 8
Liabilities and Obligations of Members

8.1 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.

ARTICLE 9
Governing Board

9.1 Appointment.

There is hereby created a Governing Board of the ILE which shall consist of the following:

9.1.1 An individual from the executive branch of state government, appointed by the governor;

9.1.2 a member of the Senate, appointed by the president of the Senate;

9.1.3 a member of the House of Representatives, appointed by the speaker of the House of Representatives;

9.1.4 an individual from the Utah Association of Counties, appointed by the President of the Senate;

9.1.5 an individual from the Utah League of Cities and Towns, appointed by the speaker of the House of Representatives;

9.1.6 an individual employed by a school district in the state, appointed by the governor;

9.1.7 an individual appointed by the public transit district under Title 17B, Chapter 2a, Part 8, Public Transit District Act, with the largest budget of all public transit district in the state;

9.1.8 an individual employed by a gas corporation in the state, appointed by the governor; and

9.1.9 a representative of the Utah Petroleum Marketers and Retailers Association, appointed by the governor.

9.2 Terms.

The Governing Board members shall each be appointed to serve for a four-year term. One half of the initial members shall serve two year terms as determined by lot. Reappointments and replacements shall be by appointment as described above in this Article. Governing Board members may serve no more than two (2) consecutive terms.

9.3 Compensation.

Members of the Governing Board shall serve without compensation.

9.4 Leadership.

The Governing Board shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

9.5 Regular Meetings.

The Governing Board should hold regularly scheduled public meetings to accomplish the objectives of the ILE and adopt, amend and repeal bylaws, rules, policies and procedures for the conduct of its affairs. The Board shall hold at least one regular meeting monthly for the first year of the ILE's existence, and then on such regular schedule as the Board shall determine. Meetings may be conducted by telephonic or other electronic means of communication. All meetings shall be noticed and conducted in accordance with the Utah Open and Public Meetings Act.

9.6 Minutes.

The Governing Board shall cause to be kept minutes of all meetings of the Board in accordance with the Utah Open and Public Meetings Act. As soon as possible after each meeting, a draft copy of the minutes shall be forwarded to each member of the Board.

9.7 Majority Vote.

The presence of the Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of business. Unless otherwise requiring a 2/3 or greater vote or a majority vote of all Members, a majority vote of the total votes of the Board members present when a quorum exists, shall constitute action by the Board.

9.8 Notice of Meetings.

Notice to Board members shall be sufficient if delivered in writing, by fax, or by e-mail to the Board member, at the address, fax number, or e-mail address provided. Public notice of meetings shall be given in accordance with the Utah Open and Public Meetings Act.

ARTICLE 10

Powers and Duties of the Governing Board

The Governing Board shall have the following powers and duties:

10.1 Bylaws.

The Governing Board, with the consent and approval of two-thirds (66.67%) of the members of the Member Advisory Committee, shall have the authority to adopt bylaws and thereafter amend the bylaws. ~~The adoption and any amendments shall be by a sixty-six and 2/3~~ percent (66.67%) vote of the Board. Each Member shall receive a copy of the bylaws.

10.2 Rules.

The Governing Board shall have the authority to establish rules governing its own conduct and procedures not inconsistent with the bylaws.

10.3 Records.

The records of the ILE shall be governed by the "Government Records Access and Management Act," Title 63G Chapter 2, to the extent applicable.

ARTICLE 11
Member Advisory Committee

11.1 Creation.

There is hereby created a Member Advisory Committee to the ILE which shall consist of one appointed representative of each Member, appointed by such Member's Governing Body or as otherwise determined by each Member.

11.2 Compensation.

Members of the Member Advisory Committee shall serve without compensation by the ILE.

11.3 Leadership.

The Member Advisory Committee shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

11.4 Advice.

The Member Advisory Committee shall advise the Governing Board with respect to Member concerns, and such other matters as the Governing Board may designate, including but not limited to such matters as bylaws, standards, goals, best management practices and recommendations for uniform rules, regulations, policies and ordinances.

11.5 Meetings.

Unless otherwise provided by bylaws or resolution of the Board, the Member Advisory Committee shall meet as often as it deems necessary to conduct its business.

ARTICLE 12

Funding, Budget, Accounts and Financial Records

12.1 Funding; Investment and Disbursement of Funds.

The funding for the ILE shall be determined by the Board and the Members. No assessments or funding obligations shall be binding without the approval of all of the Members.

12.2 Annual Budget.

The Governing Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, Bylaws or policies adopted by the Governing Board and applicable law. The annual budget shall be approved by the Governing Board

ARTICLE 13
Dissolution of the ILE

13.1 Outstanding Indebtedness.

So long as there are any outstanding Bonds or other indebtedness of the ILE, the ILE 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 the Bond documents.

13.2 Dissolution of the ILE by Vote.

If there are no outstanding Bonds or other indebtedness that cannot be covered by current funds, the ILE may be dissolved with a sixty-six and 2/3 percent (66.67%) vote of the Members at any time. If the ILE ceases to have at least two Members, the ILE shall be dissolved.

13.3 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 ILE consistent with and subject to the limits of this Agreement.

ARTICLE 14
Miscellaneous Provisions

14.1 Status of Members' Employees.

When individuals serving on the Member Advisory Committee, and any employees and agents of the ILE are acting on behalf of the ILE within the scope of their authority, office or employment, they shall be considered to be acting on behalf of their respective public agency employer, if any, within the meaning of the Immunity Act, and thus, shall be entitled to indemnification and representation so long as they meet the requirements of said Act.

14.2 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 ILE.

14.3 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.

14.4 Complete Agreement.

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

14.5 Amendment.

This Agreement may be amended at any time by the written approval of sixty-six and 2/3 percent (66.67%) of all current Members signatory to it.

14.6 Governing Law.

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

14.7 Binding Effect.

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

14.8 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.

14.9 Time.

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

14.10 Amendments, Appendices and Exhibits.

Any Amendments, Appendices and Exhibits approved in accordance with this Agreement shall be considered to be a part of this Agreement and binding upon all parties.

14.11 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.

14.12 Breach of Agreement.

The failure of a party to substantially comply with the material terms and conditions of this Agreement shall constitute a breach of this Agreement. A party 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.

14.13 Legal Review.

Each Member shall have had this Agreement reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of such Member.

14.14 Copy in Records.

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.

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 attached, to become effective on the Effective Date, first written above.

SIGNATURE PAGE TO
INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING
ALTERNATIVE ENERGY INTERLOCAL ENTITY
ILE

Utah Office of Energy Development

A handwritten signature in cursive script, appearing to read "Samantha M. Julian".

Samantha Mary Julian
Director

SIGNATURE PAGE TO
INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING
ALTERNATIVE ENERGY INTERLOCAL ENTITY
ILE

UTAH TRANSIT AUTHORITY

By Clair Fiet
Name Clair Fiet
Title Acting CSM

Approved as to form:

Ruth Howe
UTA Legal

By W. STEVE MEYER
Name W. STEVE MEYER
Title CHIEF CAPITAL DEVELOPMENT OFFICER