

MEMBER AGENCY WATER CONSERVATION FUNDING AGREEMENT

This Agreement is made and entered into as of _____ (the "Effective Date"), by and between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District"), and [MEMBER AGENCY], a _____ organized under the laws of the State of Utah ("Member Agency").

RECITALS:

- A. The District desires to provide funding assistance to the Member Agency for a water conservation project within the Member Agency's retail service area relating to _____ (the "Project");
- B. The Member Agency wishes to obtain funding assistance from the District and represents that it has met the eligibility requirements; and,
- C. The Member Agency has submitted to the District a proposal outlining the Project and requesting funding assistance, and the District is willing to provide funding assistance, consistent with the terms of this Agreement.

TERMS:

The parties agree as follows:

- 1. Project Description. A description of the Project to be completed by the Member Agency is set forth in attached Exhibit A.
- 2. Project Schedule. The Project shall be completed by the Member Agency in accordance with the schedule set forth in attached Exhibit A.

3. Project Administration and Correspondence.

(a) The person designated to administer the Project and to act as the chief contact for the Member Agency is:

(b) The person designated to represent the District in connection with this Agreement is:

Courtney Brown, Conservation Programs Manager
Jordan Valley Water Conservancy District
8275 South 1300 West
West Jordan, Utah 84088

4. Eligibility for Project Funding. The Member Agency represents it has:

(a) Adopted, by formal resolution, a water conservation goal of reducing per capita water use in its service area by at least twenty-five percent (25%) by year 2025, using year 2000 as a baseline year for comparison purposes; and,

(b) Complied with the Utah Water Conservation Plan Act, Utah Code Ann. § 73-10-32, and has filed a water conservation plan with the State of Utah, Division of Water Resources.

5. Member Agency Responsibilities and Ownership.

(a) The Member Agency and/or its representatives shall provide all labor, services, supplies, and materials to implement and complete the Project, including but not limited to administration, promotion, marketing, management, data collection, analysis, and reporting.

(b) All materials and supplies necessary to implement and complete the Project shall be the exclusive property of the Member Agency. The District shall have no ownership, right, title, security interest, or other interest in any Project facilities, materials, or supplies, nor in any rights, duties, or responsibilities for operation or maintenance thereof.

(c) The Member Agency shall comply with all applicable federal, state, and local requirements to implement and complete the Project.

(d) The Member Agency shall be solely responsible for the performance of its staff and/or representatives in complying with the terms of this Agreement, and for the proper allocation of funds received from the District for implementing and completing the Project.

(e) The Member Agency shall timely prepare and submit invoices and reports to the District as further described herein.

(f) The Member Agency shall timely pay its share of the costs of the Project.

6. Cost Estimate and Funding.

(a) The funds provided by the District to the Member Agency shall not exceed _____ and ____/100 Dollars (\$_____).

(b) A Project cost estimate showing the funding amounts to be paid by the District and by the Member Agency is set forth in attached Exhibit B. All costs greater than the cost estimate shown in Exhibit B, which are necessary to implement and complete the Project pursuant to this Agreement, if any, shall be paid by the

Member Agency. The Member Agency shall pay no less than twenty percent (20%) of the total cost of the Project.

7. Invoicing Requirements.

(a) The Member Agency shall invoice the District on a quarterly basis pursuant to the following schedule:

QUARTERLY BILLING PERIOD	INVOICE DUE DATE
January 1-March 31	April 20
April 1-June 30	July 20
July 1-September 30	October 20
October 1-December 31	January 20

(b) Invoices shall be sufficiently detailed to allow for review and approval by the District and each shall include the following: a cover letter indicating the billing period; a detailed breakdown of the costs submitted for reimbursement, including man hours and billing rates; documentation supporting the invoice such as invoices for supplies, consulting services, etc.; and, an accounting of the amount(s) previously invoiced with respect to the total funding amount provided under this Agreement. The final invoice for the Project, or a component of the Project, shall provide information and documentation sufficient to demonstrate that it has been completed in accordance with the requirements and conditions of this Agreement.

8. Periodic Meetings. The District, at its discretion, may request periodically a meeting for review of the Member Agency's progress toward implementation and completion of the Project, including an initial meeting prior to commencement of the Project.

9. Reporting Requirements.

(a) Beginning with [YEAR], and for five (5) consecutive years following completion of the Project, the Member Agency shall provide to the District an annual calculation of per capita water use within its retail service area. The calculation shall include an estimate of the population served and the volume of water delivered. This information shall be provided to the District by February 15 following the specific calendar year for which the report is made.

(b) If records are available, the Member Agency shall provide to the District, on or before _____ the information requested in subparagraph 9(a) for each calendar year between 2000 and [YEAR].

(c) Within forty-five (45) days following termination of this Agreement and prior to final payment, the Member Agency shall submit to the District a final, written report, including a summary of the Project; problems/challenges encountered; customer responses; Project benefits; a breakdown of final Project costs; and, an evaluation regarding the effectiveness of the Project.

(d) If a retail customer of the Member Agency receives and installs a water-conserving device, fixture, or equipment as part of the Project, the Member Agency shall provide to the District the customer's water use information for three (3) full years prior to and following installation of the device, fixture, or equipment.

(e) The provisions of this paragraph 9 shall survive expiration of the term of the Agreement.

10. Term. The term of this Agreement shall commence on the Effective Date, and it shall expire without further notice or condition on _____.

11. Termination. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

12. Indemnification. The Member Agency shall indemnify, hold harmless, and defend the District, its Trustees, officers, employees, and agents against any claim or asserted liability arising out of the Member Agency's actions, either willful or negligent, or the actions of the Member Agency's officers, employees, or agents, in providing labor, services, supplies, and materials pursuant to this Agreement, including any losses related to any claim made, whether or not court action is filed, and will include attorney fees and administrative and overhead costs related to, or arising out of, such claim or asserted liability.

13. Notices. All notices, requests, demands, and other communications required or allowed by this Agreement shall be in writing and shall be given by personal delivery or by certified mail, with return receipt requested, to the following addresses or to such other addresses as the parties may designate in writing:

If to District, to:

Jordan Valley Water Conservancy District
Attn: General Manager
8215 South 1300 West
West Jordan, Utah 84088

If to Member Agency, to:

Attn: _____

Notice shall be effective on the date it is received by the other party.

14. Amendment. This Agreement may be amended only by written instrument signed by both parties.

15. Binding Nature. All of the grants, covenants, terms, provision, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

16. Assignment. The Member Agency shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of the District. The District may assign this Agreement and/or any of its rights under this Agreement.

17. Whole Agreement. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreement of the parties regarding the subject matter in this document.

18. Authorization. The Member Agency represents and warrants that it has authority to enter into this Agreement. In addition, each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

19. Miscellaneous. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

“District”:

Jordan Valley Water Conservancy District

Dated: _____

By: _____

Corey L. Rushton
Its Chair, Board of Trustees

Address: 8215 South 1300 West
West Jordan, Utah 84088

ATTEST:

Richard P. Bay
Clerk

“Member Agency”:

[MEMBER AGENCY]

Dated: _____

By: _____

Its: _____

Address: _____

ATTEST:

EXHIBIT A
PROJECT DESCRIPTION AND SCHEDULE

EXHIBIT B
PROJECT COST ESTIMATE

EXHIBIT B

PROJECT COST ESTIMATE

ITEM DESCRIPTION	UNIT	QUANTITY	MEMBER AGENCY COST SHARE	JVVCD COST SHARE	TOTAL COST
EMPLOYEE WAGES (including benefits) - Employee 1 (name) - Employee 2 (name)					
EQUIPMENT - Item A - Item B - Item C					
SUPPLIES/MATERIALS - Item A - Item B - Item C					
CONTRACTUAL - Professional Consulting Services - Contractor - Other (please specify)					
OTHER (please specify)					
TOTAL PROJECT COST ESTIMATE					