

**SECOND EXTENSION OF
INTERLOCAL COOPERATION AGREEMENT DATED JANUARY 17, 2023
BETWEEN TOOELE COUNTY AND LAKE POINT**

AGREEMENT dated this 13th day of November, 2024, between Tooele County ("County") and Lake Point City ("Lake Point"), political subdivisions of the State of Utah.

WHEREAS, County and Lake Point entered into an interlocal cooperation agreement ("agreement") dated January 17, 2023; and

WHEREAS, the agreement addressed, among other things, land use inspections and approvals, road maintenance, and law enforcement services; and

WHEREAS, the road maintenance provisions are scheduled to expire on December 31, 2024; and

WHEREAS, the law enforcement services provisions are scheduled to expire on December 31, 2024; and

WHEREAS, the land use inspections and approvals provisions are to remain at the County through completion or abandonment; and

WHEREAS, County and Lake Point mutually desire to extend the road maintenance, law enforcement services, and land use inspections and approvals provisions; and

WHEREAS, County and Lake Point desire to add the additional service of Civil Inspections to the list of services provided by County to Lake Point; and

WHEREAS, the agreement requires that modifications must be in writing and must be approved by the parties' respective legislative bodies;

NOW THEREFORE, the parties mutually agree as follows:

1. **Roads.** From January 1, 2025, through December 31, 2025, County will perform the same types and levels of road maintenance (including at least all of the following: snow removal during the winter months; maintenance of all regulatory, warning, and address street signs located on the public roads; replacing aging or damaged signs and ensuring compliance with the MUTCD regulations; annual weed control along road shoulders by spraying weeds with herbicides and/or mowing them to less than 6" in height; pavement maintenance including pothole repair, crack sealing, patching, and refreshing faded pavement markings; tree and debris management during high winds; pavement preservation and rehabilitation of asphalt in the form of chip seals, crack seals, and other preventative maintenance treatments as needed; and engineering services needed to accomplish the listed items) that it performed prior to Lake Point's incorporation. County will also provide the same level of service for future pavement preservation treatments that it performed prior to Lake Point's incorporation.

County shall inform Lake Point of the timing, location, and type of maintenance, repair or preventative, being performed prior to beginning such maintenance if the maintenance will limit or impact traffic. The County will retain all road funds received from the State of Utah attributable to Lake Point's roads. Lake Point will pay the County all such road funds within 30 days of receipt of invoice from County. Either party may terminate the provision of road maintenance services under this section upon 30 days written notice.

The parties will cooperate in the preparation and submission of Lake Point's 2025 UDOT Submittal Form for Update of Class B and Class C Mileage Data.

2. Law Enforcement. From January 1, 2025, through December 31, 2025, County will perform the same types and levels of law enforcement services that it performed prior to Lake Point's incorporation. Either party may terminate the provision of law enforcement services, with or without cause, upon six months' written notice to the other party. Dispatch services are governed by a separate annual agreement and are not included in this agreement.

For each three-month period from January 1, 2025, through December 31, 2025, Lake Point shall pay County \$80,768 (does not include dispatch services).

County will submit an invoice at the end of each quarter. Lake Point will pay each invoice within 30 days. If Lake Point fails to fully and timely pay any invoice, County will send written notice of intent to terminate law enforcement services. Lake Point will then have 14 calendar days to cure the non-payment. If non-payment is not cured within those 14 days, County will cease to provide law enforcement services, other than those statutorily required by law, without further notice.

3. Land Use Inspections and Approvals. Lake Point imposed a moratorium on all pending and new land use approvals on December 7, 2022 ("Moratorium"). For all land use applications filed prior to the Moratorium and for any land use applications that are currently in progress at the County, County will provide administrative inspections and administrative approvals through completion or abandonment. Lake Point shall have final decision-making authority as to whether a land use application is prior to or exempt from the Moratorium. County will retain the fees collected with those applications as full compensation for the services provided. Lake Point may terminate the provision of administrative inspections and administrative approvals under this section upon 30 days written notice, but shall not be entitled to any fees collected by County prior to Lake Point's incorporation. All new land use applications shall be handled locally by Lake Point.

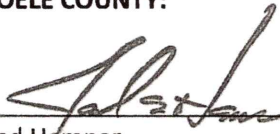
As part of the services provided under this section, County shall provide civil inspections for infrastructure (curb, gutter, sidewalk, and roads) installed in Lake Point City. These inspections include a preconstruction meeting with the County before any infrastructure is installed. In exchange for civil inspections provided by the County, Lake Point agrees to pay four percent (4%) of the engineering estimate of any infrastructure to the County.

In the event of a land use appeal or other administrative challenge to a County decision on a land use appeal, the parties shall coordinate their response and defense of the decision, including attorney fees and costs, provided that, for any appeal or challenge related to or arising out of the Moratorium, Lake Point shall be solely responsible for all responses, defenses, attorney fees, and costs.

4. **Extraordinary Events.** Funding for extraordinary events is not included in this extension and will be negotiated between the parties after the occurrence of such events. Examples of extraordinary events include acts of terrorism, severe floods, severe fires, severe earthquakes, aviation disasters, train derailments, active shooter situations, serious crimes with multiple victims, etc.

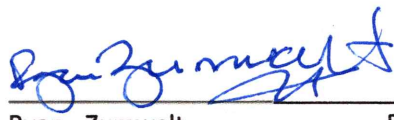
5. **Other Provisions.** All other terms and conditions of the January 17, 2023 agreement shall remain in full force and effect, for the calendar year of 2024, unless cancelled per the appropriate provision in the agreement.

TOOELE COUNTY:



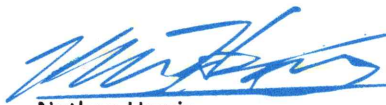
Jared Hamner Date
Chair, Tooele County Council

LAKE POINT CITY:



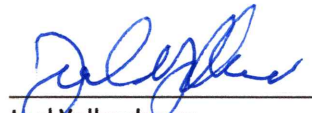
Ryan Zumwalt Date
Chair, Lake Point City Council

APPROVED:



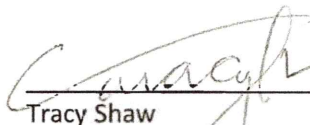
Nathan Harris Date
Deputy Tooele County Attorney

APPROVED:



Joel Yellowhorse Date
Lake Point City Attorney

ATTEST:



Tracy Shaw Date
Tooele County Clerk

ATTEST:



Jamie Olson Date
Lake Point City Recorder

