

RESOLUTION NO. 2023-02

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH TOOEELE COUNTY AND OTHER MUNICIPALITIES TO PARTICIPATE IN THE TOOEELE COUNTY COUNCIL OF GOVERNMENTS

WHEREAS Lake Point, Tooele County, and other local government entities are public bodies that are authorized to enter into agreements for joint and cooperative efforts pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code.

WHEREAS Tooele County has created a Council of Government ("COG"), with representation from various municipalities and the Tooele County School District in order to foster cooperative efforts and planning;

WHEREAS the COG is governed by an Interlocal Cooperation Agreement Re-Establishing the Tooele County Council of Governments ("Agreement"), a copy of which is attached as Exhibit A.

WHEREAS Lake Point desires to participate with the COG as a newly incorporated municipality on the terms and conditions set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Lake Point City Council as follows:

Section 1. The City Council hereby approves of participating in the COG and executing the Interlocal Cooperation Agreement Re-Establishing the Tooele County Council of Governments between Tooele County, Tooele City, Grantsville City, Erda City, City of Wendover, Stockton Town, Town of Rush Valley, Town of Vernon, Tooele County School District, and other municipalities that have or may participate in the COG pursuant to the Agreement, in the form substantially as set forth in the attached Exhibit A.

Section 2. The City Council authorizes the Council Chair and city attorney execute the Agreement and coordinate with the County and others to complete and effectuate the Agreement.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED, APPROVED, AND ADOPTED on the 11th day of January, 2023 *P*

Lake Point

Vice By *[Signature]*
Chair

ATTEST:

[Signature]
City Recorder

SEAL

Voting:

Daniel Crawford
Doyle Garrard
Jonathan Garrard
Kathleen VonHatten
Ryan Zumwalt

Yea ☒ Nay ☐ Absent ☐
Yea ☒ Nay ☐ Absent ☐
Yea ☒ Nay ☐ Absent ☐
Yea ☒ Nay ☐ Absent ☐
Yea ☒ Nay ☐ Absent ☐

EXHIBIT A

Form of Interlocal Cooperation Agreement Re-Establishing the Tooele County Council of
Governments

**INTERLOCAL COOPERATION AGREEMENT
RE-ESTABLISHING
THE TOOEE COUNTY COUNCIL OF GOVERNMENTS**

AGREEMENT dated this 1st day of January, 2022, made and entered into by and between the following parties:

Tooele County
Tooele City
Grantsville City
Erda City
City of Wendover
Stockton Town
Town of Rush Valley
Town of Vernon
Tooele County School District
Additional municipalities within Tooele County that may hereafter and during the term of this Agreement become a signatory to this Agreement.

PREAMBLE

The representatives of each party hereto, as empowered by the existing laws of the State of Utah, hereby join together in a voluntary organization to be known as the Tooele County Council of Governments, for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop policy and action recommendations for ratification and implementation by the respective parties. This voluntary organization is a vehicle for closer cooperation and is not a new layer of government. As a voluntary organization of local governments, in the spirit of cooperation, the members seek, by mutual agreement and embracing diverse points of view, solutions to mutual problems for mutual benefit.

1. PURPOSES

The Tooele County Council of Governments ("TCCOG") is a voluntary organization of local governments created to foster cooperative efforts in resolving problems, policies, and plans that are county-wide in nature. The purposes of TCCOG are:

- (a) to serve as a common forum to identify, discuss, study, and bring into focus, regional and county-wide challenges and opportunities;

- (b) to provide a continuing organizational mechanism to ensure effective communication and coordination among local government agencies;
- (c) to foster, develop, and review policies, plans, and priorities for regional and county-wide growth, development, and conservation, including, but not limited to, the establishment of an area-wide Comprehensive Plan in broad, general goals and principals, encompassing the areas of water supply, land use, housing, transportation, air and water pollution control, and recreational and open space requirements;
- (d) to maintain liaison with other governmental units, groups, or organizations;
- (e) to review and coordinate federal, state, and local programs of area-wide or regional importance with adjoining local governmental units and state agencies;
- (f) to make recommendations for the funding of projects using third-quarter local option sales tax revenues; and
- (g) to appoint municipal representatives to the Tooele County Economic Development Advisory Board.

2. MEMBERSHIP AND REPRESENTATION

Membership in TCCOG shall be instituted by resolution of the governing body of each party entering into and approving this Agreement. TCCOG shall commence when there are at least four parties who approve this Agreement, one of which must be Tooele County. The designation of representatives to serve on TCCOG is the responsibility of each party, by appointment of its governing body, as follows:

- (a) Tooele County shall have three voting representatives;
- (b) Tooele City shall have two voting representatives;
- (c) Each of the other named municipalities shall have one voting representative;
- (d) the Tooele County School District shall have one voting representative;
- (e) municipalities that join TCCOG at a later date shall have one voting representative; and
- (f) the Commanders of Dugway Proving Grounds and Tooele Army Depot, or their appointees, shall serve as ex officio, non-voting representatives.

3. QUORUM

A quorum shall consist of more than 50% of the voting representatives. A quorum must be present to conduct any business of TCCOG. A majority vote of a quorum shall be sufficient to sustain any TCCOG action except as otherwise stated herein.

4. OFFICERS

At the first meeting held each calendar year, the quorum shall elect a Chair and a Vice Chair from among the representatives. Representatives may, from time to time, elect other officers as deemed necessary.

5. MEETINGS

All meetings shall be conducted in accordance with the Utah Open and Public Meetings Act.

Employees of the Tooele County Community Development Department shall serve as support staff for TCCOG.

On or before the Wednesday prior to each regularly scheduled meeting, staff shall email a copy of the agenda and any supporting documentation to each representative.

TCCOG shall meet upon the call of the Chair, or by the petition of three or more representatives.

The Chair shall conduct all TCCOG meetings.

The Vice-Chair shall serve as Chair in the absence of the Chair.

Meetings shall be conducted in accordance with Robert's Rules of Order.

The Chair shall rule on all procedural issues arising at meetings unless a majority of a present quorum reverses the Chair's decision.

All representatives, guests, and members of the public shall treat each other with respect and act at all times in a civil and courteous manner.

This Agreement shall be reviewed at the first meeting in January of every odd-numbered year.

6. RESPONSIBILITIES

TCCOG's responsibilities are:

- (a) to recommend amendments to this Agreement, which shall be approved by a two-thirds majority of the quorum present;
- (b) to annually elect a Chair and Vice-Chair, and to elect other officers as deemed necessary;
- (c) to make assignments to Wasatch Front Regional Council (WFRC) committees;
- (d) to propose, initiate, approve, or carry out any studies, policies, discussions, plans, or other TCCOG matters;
- (e) to prepare and evaluate alternative policies, plans, and programs, and select a consistent set for consideration and adoption by public and private agencies responsible for implementing the programs in TCCOG's planning area;
- (f) to serve in a review capacity to see that federal and state-assisted development projects are consistent with the area-wide plans and programs;
- (g) to coordinate programs of TCCOG with those of adjoining counties and with the WFRC and adjoining regions;
- (h) to review and advise on components of the WFRC regional work program as it affects Tooele County and TCCOG's programs;
- (i) to establish advisory committees as needed to assist in plans, programs, project review;
- (j) to initiate the establishment of cooperative arrangements, including interlocal agreements, among local governments in the region;
- (k) to seek and accept contributions and grants-in-aid;
- (l) to perform other activities as TCCOG may decide; and
- (m) to perform any other duties required by the Interlocal Cooperation Act or any other applicable state statutes.

7. DURATION OF AGREEMENT, WITHDRAWAL

This initial term of this Agreement shall terminate on December 30, 2071. This Agreement may be extended by the approval of the then membership for an additional 50-year term in accordance with state law in effect at the time.

Any party may withdraw from TCCOG at any time upon giving written notice of withdrawal to TCCOG. Any such withdrawal shall become effective 30 days after written notice is delivered to TCCOG.

TOOELE COUNTY:

ATTEST:

APPROVED AS TO FORM:

Chair, Tooele County Council

Tooele County Clerk

County Attorney

TOOELE CITY:

ATTEST:

APPROVED AS TO FORM:

Mayor

City Recorder

City Attorney

GRANTSVILLE CITY:

ATTEST:

APPROVED AS TO FORM:

Mayor

City Recorder

City Attorney

ERDA CITY:

ATTEST:

APPROVED AS TO FORM:

Chair, City Council

City Recorder

City Attorney

CITY OF WENDOVER:

ATTEST:

APPROVED AS TO FORM:

Mayor

City Recorder

City Attorney

STOCKTON TOWN:

ATTEST:

APPROVED AS TO FORM:

Mayor

Town Recorder

Town Attorney

TOWN OF RUSH VALLEY:

ATTEST:

APPROVED AS TO FORM:

Mayor

Town Recorder

Town Attorney

TOWN OF VERNON:

ATTEST:

APPROVED AS TO FORM:

Mayor

Town Recorder

Town Attorney

**TOOELE COUNTY SCHOOL
DISTRICT:**

ATTEST:

APPROVED AS TO FORM:

President,
Board of Education

Business Administrator

Board Attorney