

INTERLOCAL COOPERATION AGREEMENT REORGANIZING THE WASATCH FRONT REGIONAL COUNCIL/WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT

PREAMBLE

We, the representatives of political subdivisions along the Wasatch Front hereby establish, pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Annotated, an Interlocal Entity to be known as the Wasatch Front Regional Council/Wasatch Front Economic Development District, hereinafter referred to as the "WFRC/WFEDD," for the purpose (1) of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, to develop policy and action recommendations as an Association of Governments for ratification and implementation by the governments in the area served by the Council, and to serve as the Metropolitan Planning Organization (MPO) for the Salt Lake City-West Valley City and Ogden-Layton Urbanized Areas, and (2) of promoting regional and intergovernmental cooperation and coordination in economic development activities among local governments and the private sector.

The WFRC/WFEDD's activities as an Association of Governments and as the MPO will be under the Wasatch Front Regional Council as described in Article I, while the economic development activities will be under the Wasatch Front Economic Development District Board as described in Article II.

ARTICLE I

Establishment, Purpose, Powers, Membership, Term, Organization and Finance of the Wasatch Front Regional Council

A. Establishment of the Wasatch Front Regional Council

This Interlocal Cooperation Agreement, hereinafter referred to as the "Agreement", hereby establishes a legal entity for the purposes described below, of which the "Wasatch Front Regional Council" hereinafter referred to as "Regional Council" or "WFRC" is a part. It shall be made up of representatives from the Councils of Governments for Davis, Morgan, Salt Lake, Tooele and Weber counties as members for all purposes and representatives from local governments in Box Elder County that are part of the Ogden-Layton Urbanized Area, the Utah Department of Transportation and the Utah Transit Authority which shall be limited to membership relating to the Metropolitan Planning Organization function of the Regional Council.

The Regional Council is part of a legal entity with a separate board under state and federal laws and regulations to allow entering into contracts for planning with federal, state and local governments and with private concerns and individuals and to hold real and personal property in its own name only for pursuing the purposes of this Agreement.

The Regional Council shall be subject to and be governed by Bylaws which shall be enacted by the Regional Council in order to efficiently conduct its affairs and which Bylaws may not contravene or supersede any provision of this Agreement.

B. Purpose

The Regional Council is an interlocal organization intended as a forum for closer cooperation between units of local government. The members agree to seek solutions to mutual problems for mutual benefit by combining their resources for regional challenges beyond their individual capabilities. The Regional Council shall foster a cooperative effort in resolving problems and developing policies, programs and plans that are common to multiple municipalities or counties or are regional in nature.

Specific purposes of the Regional Council include:

1. To serve as a common forum to identify, discuss, study and bring into focus regional challenges and opportunities.
2. To serve as a vehicle for the collection and exchange of information and data of regional interest.
3. To provide a continuing organizational structure to ensure effective communication and coordination among governments and agencies.
4. To foster, develop and review policies, plans and priorities for regional growth, development and conservation, including but not limited to the establishment of broad general goals and principles for dealing with future growth, comprehending the areas of water supply, land use, housing, transportation (including roads, public transit, active transportation and other modes), regional air and water quality and regional recreational and open space.
5. To facilitate agreement and cooperative action among member governments for specific projects or other interrelated developmental needs and for the adoption of common policies and plans with respect to common regional challenges.
6. To maintain contact and act as a liaison with members, governmental units and groups or organizations and to serve as a contact and regional voice for local governments. In fulfilling this purpose, the Regional Council recognizes the state-wide role of the Utah League of Cities and Towns, the Utah Association of Counties and similar associations of the local governments, and contemplates collaboration with such associations.
7. To furnish general and technical aid to member governments, to promote and accomplish Council-approved agreements, policies and plans.
8. To serve as the Metropolitan Planning Organization (MPO) for the Salt Lake City-West Valley City and Ogden-Layton Urbanized Areas as designated by the Governor.

9. To promote the updating of state and federal legislation as it applies to county, city and town governments, to determine changes in the organization and powers of these local jurisdictions that need to be made to allow the regional organization, counties, cities and towns to more adequately cope with their challenges. This function includes the cooperation and coordination with legislative representatives of the region in order to more ably represent the region in bringing about desired changes in legislation.
10. Collaborate, consult and assist with the functioning of the Wasatch Front Economic Development District as described in Article II of this Agreement.

C. Powers and Responsibilities

The Regional Council shall have the powers provided in Section 11-13-205 in addition to the following specific powers and responsibilities:

1. To adopt and amend this Agreement and any Bylaws adopted pursuant thereto.
2. To bi-annually elect a Regional Council Chair, Vice-Chair and other officers as required.
3. To propose, initiate, approve or implement studies, policies, discussions, plans or other Regional Council matters.
4. To prepare and evaluate alternative policies, plans and programs for consideration and adoption by public and private agencies responsible for implementing the programs in the Regional Council's planning area.
5. To serve in a review capacity to see that the federal and state assisted development projects are consistent with area-wide plans and programs.
6. To contract with the federal government for planning assistance and with other state and local entities and consultants or private entities for the provision and receipt of planning services.
7. To allocate components of the Unified Planning Work Program among the Regional Council's staff, staffs of other public agencies, and private entities and consultants.
8. To maintain appropriate financial and meeting records for all activities of the Regional Council.
9. To establish representative technical advisory committees as needed to assist in the preparation of plans, programs and project reviews.
10. To appoint standing and temporary committees.

11. To appoint, fix the salary of and remove the Executive Director.
12. To review actions of the Executive Director and staff.
13. To initiate, advise and aid in the establishment of cooperative arrangements, including interlocal agreements, among governments in the region.
14. To render advice and technical assistance in regard to local governmental issues.
15. To seek and accept contributions and grants-in-aid.
16. To maintain the power to contract.
17. To collaborate, consult and assist in the functioning of the EDD as described in Article II.
18. To annually or bi-annually adopt a budget and submit it to each county Council of Governments for review as described in Article VI.
19. To perform other activities as the Regional Council may deem necessary to fulfill its purposes.

D. Membership

Pursuant to the requirements of Title VI of the Civil Rights Act of 1964, representatives and alternates of the Regional Council and its Committees shall be selected without regard to race, color, or national origin.

1. County Councils of Governments Representation – Voting Members

The Regional Council is made up of representatives designated by each of the existing member County Councils of Governments and political subdivisions. These voting members of the Regional Council shall be selected from the elected officials serving as members of the County Councils of Governments. The designation of the members to serve on the Regional Council is the responsibility of the County Councils of Governments which, in turn, have membership representing the legislative bodies of the units of local government within each County. Alternates shall be designated by the County Councils of Governments for members and shall have full membership status in the absence of a member.

- a. The Davis County Council of Governments shall have four (4) voting members on the Council.
- b. The Morgan County Council of Governments shall have one (1) voting member on the Council.

- c. The Salt Lake County Council of Governments shall have eight (8) voting members on the Council.
- d. The Tooele County Council of Governments shall have one (1) voting member on the Council.
- e. The Weber Area Council of Governments shall have four (4) voting members on the Council.

2. Entities Limited to Metropolitan Planning Organization Participation – Voting Members

The following entities shall have voting membership in the Regional Council:

- a. The general purpose units of local government in Box Elder County within the Ogden-Layton Urbanized Area shall appoint one (1) local elected official as a voting member and an alternate to participate in voting on any matters involving MPO purposes.
- b. The Executive Director of the Utah Department of Transportation, or their alternate, shall serve as a voting member of the Regional Council for MPO purposes only.
- c. The General Manager of the Utah Transit Authority, or their alternate, shall serve as a voting member of the Regional Council for MPO purposes only.

3. Representation of Adjoining Counties or Cities in Adjoining Counties

To allow future coordination of regional policies, plans and goals with cities and counties adjoining the Wasatch Front Counties represented through their County Councils of Governments, such adjoining cities or counties may apply for representation by one non-voting representative appointed by its County Commission or City Council to the Regional Council, without first establishing a County Council of Governments. In the event that such local governments in an adjacent County wish to have full and voting membership in the Regional Council, an internal County Council of Governments must be established and request full and voting membership.

4. Non-Voting Membership

In consideration of the common interest of the Utah League of Cities and Towns and the Utah Association of Counties in regional challenges and issues confronting the local governments of the Wasatch Front urbanized areas the following non-voting membership is hereby extended:

- a. The Utah League of Cities and Towns may appoint one non-voting representative, and an alternate, to the Regional Council.

- b. The Utah Association of Counties may appoint one non-voting representative, and an alternate, to the Regional Council.

The Regional Council shall have the option to add not more than five (5) non-voting members for the purpose of adding uniquely qualified individuals as additional resources to the Regional Council. Such appointment(s) shall be made by the WFRC Chair.

E. Term of Representation

All members of the Regional Council are appointed annually with no limitation on succession. When a representative is an elected or appointed official, their term shall not extend beyond their time in office. At such time as a representative serving on the Regional Council leaves their applicable office, the entity that appointed such representative shall appoint a replacement.

Any representative may resign at any time by giving written notice to the chair or vice-chair of the Regional Council. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any representative may be removed by a majority of the Regional Council then in office at any time for (i) failure to actively participate in the activities of the Regional Council, (ii) misconduct, fraud or knowing violation of the law, or (iii) for conduct prejudicial to the best interests of the Regional Council.

F. Organization of the Regional Council

The Regional Council shall be organized as follows:

1. Voting

Each voting member of the Regional Council shall have one vote on the Regional Council. A simple majority vote of the voting members present, providing they constitute a quorum, is necessary to carry any question except as otherwise provided herein.

2. Quorum

A quorum of the Regional Council shall consist of a simple majority of the total voting membership.

3. Officers

Officers shall be elected by majority vote of members of the Regional Council from among that body. There shall be a Chair and a Vice-Chair who will serve in the former's absence as Chair. Election procedures and duties of the officers of the Council shall be provided for in the Bylaws of the Regional Council.

4. Meetings

The Regional Council shall meet regularly, or upon call of its Chair, or by petition of 20 percent of the membership of the Regional Council.

G. Finances

The Regional Council and its authorized activities may be financed by contributions from federal, state and local agencies, private entities and by assessments to the individual County Councils of Governments, counties, member political subdivisions, and other general purpose units of local government within the jurisdictional boundary of the Regional Council.

In the event any assessed entity fails to pay its assessment to the Regional Council by September 30th, all representatives of that assessed entity shall not be allowed to vote in any subsequent meeting of the Regional Council until their assessment has been paid in full.

Annually or bi-annually, the Regional Council shall adopt a budget, in conjunction with the EDD Board, and submit the same to each of the County Councils of Governments and to the members of the Regional Council for review.

The fiscal year of the Regional Council shall be July 1st through June 30th.

ARTICLE II

Establishment, Purpose, Powers, Membership, Term, Organization and Finance of the Wasatch Front Economic Development District

A. Establishment of the Wasatch Front Economic Development District

This Agreement hereby establishes a legal entity of which the Wasatch Front Economic Development District, hereinafter referred to as "EDD," is a part. The EDD shall be governed by a Board, herein referred to as the "EDD Board," as provided in Section B of this Article.

The EDD is part of a legal entity with a separate board under state and federal laws and regulations to allow entering into contracts for planning with federal, state and local governments and with private concerns and individuals and to hold real and personal property in its own name only for pursuing the purposes of this Agreement.

The EDD Board shall be subject to and be governed by Bylaws which shall be enacted by the EDD Board in order to efficiently conduct its affairs and which Bylaws may not contravene or supersede any provision of this Agreement.

B. Purpose

The EDD shall promote regional cooperation, intergovernmental collaboration and coordination on economic development activities among local governments and the private sector for Davis, Morgan, Salt Lake, Tooele and Weber Counties.

The purposes of this organization are to engage in economic development activities listed in its Comprehensive Economic Development Strategy, herein referred to as the "CEDS". The EDD Board shall appoint a Strategy Committee to develop and submit the CEDS to the U.S. Economic Development Administration that meets the requirements set forth in 13 CFR 303.7. These activities may include:

1. Coordinating the development and implementation of the CEDS and other such economic development activities as directed by the EDD Board.
2. Carrying out the economic development planning and implementation of the goals, objectives and action plans identified in the CEDS.
3. Coordinating with organizations and individuals whose purpose is also to work on strengthening the economy within the EDD boundary.
4. Collaborating with the Wasatch Front Regional Council described in Article I of this Agreement.

C. Powers and Responsibilities

The EDD shall have the powers and responsibilities identified in the Act in addition to the following powers and responsibilities:

1. To formulate, develop and administer a program for planning in order to improve economic conditions in the boundaries of the EDD with respect to unemployment, underemployment, and other distressed economic conditions related to general welfare.
2. To receive and disburse funds and to seek and accept grants in aid, as may be provided to finance the cost of operations of the EDD and further the programs of the EDD.
3. To establish and appoint members to an advisory committee (hereinafter, the "Strategy Committee") to develop and submit to the U. S. Economic Development Administration (hereinafter, the "EDA") a Comprehensive Economic Development Strategy (hereinafter, the "CEDS") that meets the requirements set forth in 13 CFR 303.7.
4. To bi-annually elect a chair, vice chair, and other officers as required.
5. To approve the executive staff appointed to the EDD by the Wasatch Front Regional Council.
6. To perform other activities as the EDD Board may deem necessary to fulfill its purposes.

D. Membership

The EDD Board shall have at least eleven members, with no less than 51% elected officials and/or employees of a general purpose unit of government appointed to represent government and no less than 35% non-governmental members. Other members may be appointed to the EDD Board as long as the EDD Board maintains compliance with the requirements set forth in 13 CFR Section 304. The membership must comprise the following:

1. County Councils of Governments Representation

Each of the five County Councils of Governments shall appoint one elected official and/or employee of a general purpose unit of government. Alternates shall be designated by the County Councils of Governments for members and shall have full membership status in the absence of a member.

- a. Davis County Council of Governments shall appoint one (1) member.
- b. Morgan County Council of Governments shall appoint one (1) member.
- c. Salt Lake County Council of Governments shall appoint one (1) member.
- d. Tooele County Council of Governments shall appoint one (1) member.
- e. Weber Area Council of Governments shall appoint one (1) member.

2. Representative of Government and the State of Utah's Economic Interests

One member, and an alternate, representing government and the State of Utah's economic interests, will be appointed by the five County Councils of Governments' members.

3. Non-Governmental Representatives

Five members, and their alternates, of non-governmental organizations that represent the region's geographic diversity and meet the following requirements, will be appointed by the five County Councils of Governments' members:

- a. At least one for-profit private-sector senior manager or executive, and
- b. At least one or more of the following:
 - 1) Executive director from a Chamber of Commerce or other local development organization,
 - 2) A member of a post-secondary educational institution, or
 - 3) A member from an organization focused primarily on workforce development issues or a union representative of an organization focused on labor issues.

4. Other Members

EDD Board may appoint additional members as long as the members represent the principle economic interests of the region.

E. Term of Representation

When a representative is an elected or appointed official, their term shall not extend beyond their time in office. At such time as a COG appointed representative serving on the EDD Board leaves their applicable office, the County Council of Governments that appointed such representative shall appoint a replacement. At such time as a non-COG appointed representative serving on the EDD Board leaves their applicable office, a majority of the COG appointed representatives shall appoint such replacement.

Any representative may resign at any time by giving written notice to the chair or vice-chair of the EDD Board. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any representative may be removed by a majority of the EDD Board then in office at any time for (i) failure to actively participate in the activities of the EDD Board, (ii) misconduct, fraud or knowing violation of the law, or (iii) for conduct prejudicial to the best interests of the EDD.

F. Organization

The EDD shall be organized as follows.

1. Voting

Each EDD Board member shall be entitled to one vote on any matter that requires a vote by the EDD Board.

EDD Board members may participate in a meeting of the EDD Board by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

2. Quorum

A simple majority of the EDD Board members present shall be the act of the EDD Board.

3. Meetings

The EDD Board shall hold at least one annual meeting at such time and place as may be determined by the EDD Board. In addition, the chair of the EDD may call a meeting at least quarterly to conduct business and for informational purposes. The EDD Board may provide by resolution the time and place for the holding of such annual and quarterly meetings or for the holding of any additional regular meetings.

Special meetings of the EDD Board may be called by or at the request of the chair or any two members. The person or persons authorized to call special meetings of the EDD Board may fix any place as the place for holding any special meeting of the EDD Board called by them.

Notice of each meeting of the EDD Board stating the place, day, and hour of the meeting shall be given to each member at least five days prior thereto by mail, telephone or electronic mail.

G. Finances

The EDD shall be funded from an allocation of the WFRC/WFEDD budget.

Annually or bi-annually the EDD Board will review and approve its portion of the WFRC/WFEDD budget. The EED Board shall coordinate with the Wasatch Front Regional Council for a systematic and continuous record of its financial affairs and transactions and an annual audit of its financial transactions and expenditures.

The fiscal year of the EDD shall be July 1st through June 30th.

The EDD Board is empowered to contract or otherwise participate in and accept grants, funds, gifts, or services from any federal, state, or local government or its agencies or instrumentalities thereof, and from private and civic sources, and to expend funds received therefrom, under provisions as may be required of and agreed to by the EDD Board in connection with any program or purpose for which the EDD Board exists.

Article III

Termination and Amendment of this Agreement and Property of the WFRC/WFEDD

A. Duration, Withdrawal, Termination

1. Duration

The duration of the WFRC/WFEDD shall be fifty years from the date of approval of this Agreement by the County Councils of Governments in Davis, Morgan, Salt Lake, Tooele, and Weber Counties, or until it is rescinded or terminated by mutual consent of the parties.

2. Withdrawal

Any County Council of Governments or political subdivision may withdraw from membership in the WFRC/WFEDD upon giving ninety (90) days written notice to the corresponding Chair of the Regional Council or EDD Board. Any assessment paid by a withdrawing County Council of Governments or political subdivision will be retained by the Regional Council or EDD upon withdrawal by the member.

3. Termination

The Regional Council can only be dissolved, and the Agreement under which it is organized terminated, by the vote of three-fourths of the voting members of the Regional Council at a special meeting called for the purpose of discussing such termination, for which at least 90 days written notice has been given to all voting members and the constituent local governmental entities making up the membership of the County Councils of Governments which in turn make up the membership of the Regional Council.

The EDD can only be dissolved, and that portion of the Agreement under which it is organized terminated, by the vote of a majority of the representatives of the County Councils of Governments on the EDD Board at a special meeting called for the purpose of discussing such termination, for which at least 90 days written notice has been given to all members making up the membership of the EDD Board.

B. Amendments

This Agreement may be amended, repealed, or added to at a regular or special meetings of the Regional Council, provided that written notice shall be sent to each voting member and each member County Council of Governments, stating the amendments or changes which are proposed to be made in such Agreement. Proposed amendments shall be considered to have passed if they are adopted by the Regional Council and each member County Council of Governments has approved the proposed amendment. In the event that a member County Council of Governments does not act within sixty (60) days of such written notice being sent, the member County Council of Governments shall be assumed to have voted in the affirmative. If the amendment relates to Article II of this Agreement, such amendment shall be sent to the EDD Board for review prior to its adoption by the Regional Council.

C. Manner of Acquiring, Holding and Disposing of Real and Personal Property

The WFRC/WFEDD shall be empowered to acquire, hold and dispose of, in its own name, such real and personal property deemed necessary to carry out the purposes of the WFRC/WFEDD as defined in this Agreement. Upon termination of the Agreement and dissolution of the WFRC/WFEDD, any and all property held at the time in the name of the WFRC/WFEDD shall be liquidated and disposed of by the officers of the WFRC/WFEDD. After satisfying any outstanding debts of the WFRC/WFEDD the remaining proceeds shall be returned to the participating County Councils of Governments along with assessment monies held by the WFRC/WFEDD on a pro-rata basis identical with the basis for assessment.

This Agreement replaces and supersedes any other agreement between the parties and shall be executed in sufficient copies for the members involved, each to be considered an original and shall be effective upon the date that the same has been executed by the Chair persons of the County Councils of Governments.

Dated this _____ 27th _____ day of _____ March _____, 2014.

Davis County Council of Governments

Signature John Petroff
Name John Petroff, Jr.
Title Chairman
Date February 26, 2014
Attest Walt. Hoyer

Morgan County Council of Governments

Signature Shelly Betz
Name Shelly Betz
Title Chair
Date Mar 17, 2014.
Attest Janice Dewenport

Salt Lake County Council of Governments

Signature Deak P. Timothy
Name Deak P. Timothy
Title COG President
Date 6 February 2014
Attest Barbara Thomas

Tooele County Council of Governments

Signature Brent K. Marshall

Name Brent K. Marshall

Title Chair

Date March 27, 2014

Attest Jarvis Dewenport

Weber Area Council of Governments

Signature Kerry J. Green

Name KERRY GREEN

Title WACOG CHAIRMAN

Date 2/6/14

Attest Ben Ruttrick