

Midway City Council
1 November 2022
Regular Meeting

Resolution 2022-41 /
Regional Planning Organization

Memo



Midway

Date: November 1, 2022
To: Midway City Council
From: Michael Henke
Re: Proposed Interlocal Cooperation Agreement for the Wasatch Back Rural Planning Organization

Mountainland Association of Governments (MAG) is proposing an interlocal agreement that would create the Wasatch Back Rural Planning Organization (WBRPO). The WBRPO is a voluntary advisory organization of local governments which fosters a cooperative effort in regards to transportation planning. The organization will be made up of Wasatch and Summit Counties and the cities and towns in those counties which include the following:

SUMMIT COUNTY
WASATCH COUNTY
PARK CITY
HEBER CITY
COALVILLE CITY
KAMAS CITY
OAKLEY CITY
MIDWAY CITY
HENEFER TOWN
FRANCIS TOWN
CHARLESTON TOWN
HIDEOUT TOWN
DANIEL TOWN
WALLSBURG TOWN
INTERLAKEN TOWN
INDEPENDENCE TOWN

The WBRPO will be charged with the following:

- Develop a long-range transportation plan for the Wasatch Back, including roads functionally classified as collector and above.
- Provide a forum for public participation in the rural transportation process.
- Develop and prioritize transportation projects the WBRPO believes should be considered for funding in the Rural Area Plan, UTP, and the STIP, and in local transportation improvement programs.
- Provide transportation-related information to local governments and other interested agencies, organizations, and persons.
- Serve as a forum to identify, discuss, study, and focus on regional transportation challenges and opportunities within the Wasatch Back.
- Perform other related transportation planning activities that shall be agreed upon between the WBRPO, UDOT, and MAG.

A draft copy of the proposed agreement is attached to this memo. Bob Allen, MAG planner, will be available at the City Council meeting to address comments and concerns.

Please contact me for any questions.

Michael Henke, MPA, AICP

City Planning Administrator

H: Mon-Thurs 7:30-5:30

P: 435-654-3223 ext 105

E: mhenke@midwaycityut.org

75 N 100 W – P.O. Box 277
Midway, UT 84049

www.midwaycityut.org



RESOLUTION 2022-41

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR THE WASATCH BACK RURAL PLANNING ORGANIZATION

WHEREAS, Utah Code Title 11, Chapter 13 authorizes governmental entities such as Midway City to enter into cooperative arrangements with other governmental entities for their mutual benefit; and

WHEREAS, the City Council of Midway City finds that it is in the best interest of its citizens to promote cooperation between governmental planning organizations; and

WHEREAS, Midway City desires to work with the various governments to establish a planning organization to promote cooperation.

NOW THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Midway City Council hereby gives the City's consent to join as a member of the proposed Wasatch Back Rural Planning Organization.

Section 2: The Mayor of Midway City is authorized to execute on behalf of the City the Interlocal Cooperation Agreement attached hereto as Exhibit A.

PASSED AND ADOPTED by the Midway City Council on the _____ day of _____ 2022.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

DRAFT

Exhibit A

DRAFT

INTERLOCAL COOPERATION AGREEMENT

By and Between
SUMMIT COUNTY
WASATCH COUNTY
PARK CITY
HEBER CITY
COALVILLE CITY
KAMAS CITY
OAKLEY CITY
MIDWAY CITY
HENEFER TOWN
FRANCIS TOWN
CHARLESTON TOWN
HIDEOUT TOWN
DANIEL TOWN
WALLSBURG TOWN
and
INDEPENDENCE TOWN

Creating an interlocal entity known as the

WASATCH BACK RURAL PLANNING ORGANIZATION

This Interlocal Cooperation Agreement (“Agreement”), entered into this ____ day of _____, 2022, by and between the counties of **SUMMIT COUNTY** and **WASATCH COUNTY**, bodies corporate and politic of the State of Utah (each a “Member County,” and together, the “Counties”), and the municipalities of **PARK CITY**, **HEBER CITY**, **COALVILLE CITY**, **KAMAS CITY**, **OAKLEY CITY**, **MIDWAY CITY**, **HENEFER TOWN**, **FRANCIS TOWN**, **CHARLESTON TOWN**, **HIDEOUT TOWN**, **DANIEL TOWN**, **WALLSBURG TOWN**, and **INDEPENDENCE TOWN**, each municipality being a municipal corporation and a political subdivision of the State of Utah (each a “Member City,” and together, the “Cities”). Each of the Counties and Cities are referred to individually as a “Party” and collectively as the “Parties.” This Agreement sets forth the terms and conditions regarding the creation and operation of the Wasatch Back Rural Planning Organization.

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, 1953, *as amended* (the “Act”), public agencies, including political subdivisions of the State of Utah, as defined therein, are authorized to enter into written agreements with one another for joint cooperation and action; and,

WHEREAS, the Counties and Cities are located in a region referred to as the “Wasatch Back”; and,

WHEREAS, the Counties and Cities are members of the Mountainlands Association of Governments (“MAG”); and,

WHEREAS, MAG strives to assist the Wasatch Back in regional transportation collaboration, planning, and problem solving; and,

WHEREAS, the Utah Department of Transportation (“UDOT”) conducts the transportation planning process for the State of Utah through a Unified Transportation Plan (“UTP”), which is comprised of the Rural Area Plan and various Urban Area Plans. The UTP is utilized to determine which transportation projects will be funded and when they will be funded on the Statewide Transportation Improvement Program (the “STIP”); and,

WHEREAS, UDOT is assisted in (i) its development of the Urban Area Plans by four Metropolitan Planning Organizations (“MPO”), and (ii) its development of the Rural Area Plan by four Rural Planning Organizations (“RPO”); and,

WHEREAS, the Parties desire to create an RPO within the existing association of government framework offered by MAG.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the Parties hereby agree to enter into this Agreement under the provisions of the Utah Interlocal Cooperation Act, §11-13-101, *et. seq.* of the Utah Code, to foster the legitimate interests of the Parties to actively work together on regional transportation planning within Summit and Wasatch Counties. The Parties recognize that transportation planning transcends political jurisdictional boundaries, and intergovernmental coordination is essential for protecting lives and property and for facilitating the efficient use of available assets both public and private.

AGREEMENT

1. Creation, Purpose and Funding

1.1 The Wasatch Back Rural Planning Organization is hereby created (the “WBRPO”).

1.2 The purpose of the WBRPO is to act as a voluntary advisory organization of local governments which fosters a cooperative effort in regards to transportation planning within the Wasatch Back.

1.3 The WBRPO shall:

1.3.1 Develop a long-range transportation plan for the Wasatch Back, including roads functionally classified as collector and above.

1.3.2 Provide a forum for public participation in the rural transportation process.

1.3.3 Develop and prioritize transportation projects the WBRPO believes should be considered for funding in the Rural Area Plan, UTP, and the STIP, and in local transportation improvement programs.

1.3.4 Provide transportation-related information to local governments and other interested agencies, organizations, and persons.

1.3.5 Serve as a forum to identify, discuss, study, and focus on regional transportation challenges and opportunities within the Wasatch Back.

1.3.6 Perform other related transportation planning activities that shall be agreed upon between the WBRPO, UDOT, and MAG.

1.4 Dues. The activities and functions of the WBRPO shall be financed by the assessment of dues on an annual basis from each Member County and Member City. Annual dues shall be set by the Board (defined below) and be payable to MAG on or before February 1st of each calendar year.

2. **Duration, Amendment, and Termination**

2.1 Duration. This Agreement shall be effective as of _____, 2022 and shall terminate on _____, 2032, unless renewed by mutual written agreement. In no event shall the term of this Agreement exceed fifty (50) years (Utah Code §11-13-216).

2.2 Amendment. This Agreement may only be amended by mutual written agreement of the Parties.

2.3 Termination. This Agreement may be terminated by a Party, as to that Party only, for any reason by giving thirty (30) days advanced written notice to the other Parties. The WBRPO may be dissolved and this Agreement terminated by the three-fourths (3/4) vote of all participating and duly authorized Board members at a meeting specifically held on the subject of said termination, which meeting shall be held only pursuant to written notice ten (10) days prior to said meeting with the subject of said meeting to be included in the same notice. Upon termination of this Agreement and dissolution of the WBRPO, any and all property held at that time in the name of the WBRPO shall be liquidated and disposed of by MAG, and the proceeds therefrom returned to the participating Member Counties and Member Cities of the WBRPO on a pro-rata share basis.

3. **Board**

3.1 Membership of the Board.

3.1.1 The WBRPO Board (the "Board") shall be comprised of the Mayor of each Member City and a councilmember of each Member County.

3.1.2 Each Member County's elected legislative body shall appoint one of its members to the Board.

3.1.3 Other members may be added to the Board by amendment of this Agreement.

3.2 Voting. Each Member City and Member County shall have one (1) vote on the Board. A simple majority vote of the voting members of the Board present, provided they constitute a quorum, shall be the action of the Board.

3.3 Quorum. A quorum of the Board shall consist of a simple majority of the total voting membership of the Board.

3.4 Officers. Officers of the Board shall consist of a Board Chair and Board Vice-Chair, and other officers as required. Officers are selected by majority vote of the Board for a term of two-years. Officers shall be selected at the first Board meeting of the year.

4. **Role of the Board, its Officers and Staff**

4.1 Board Duties. The Board shall:

4.1.1 Adopt and amend the Board Bylaws.

4.1.2 Elect a Board Chair, Board Vice-Chair, and other officers as required.

4.1.3 Propose, initiate, approve, and/or implement studies, recommendations, discussions, plans, or other matters related to the WBRPO.

4.1.4 Prepare and evaluate transportation plans and priorities for consideration by public and private agencies responsible for implementing transportation projects within the Wasatch Back.

4.1.5 Maintain appropriate records for all activities of the WBRPO and its Board in accordance with the Government Records Access and Management Act ("GRAMA").

4.1.6 Comply with the Utah Open and Public Meetings Act ("OPMA").

4.1.7 Review the work of the Technical Committee (defined below) in preparation for WBRPO transportation plans, priorities, and public involvement.

4.1.8 Organize standing and temporary subcommittees.

4.1.9 Set the annual dues for membership.

4.2 MAG Duties. MAG shall:

4.2.1 Act as administrative and technical staff to the Board, which may include but is not limited to, general administrative support, recording of Board, Technical Committee, and subcommittee meeting minutes and business matters, coordinating consultant services, and preparing and administering an annual work program and budget.

4.2.2 Liaison between the Board and UDOT.

4.2.3 Liaison between the Board and any public or private agencies responsible for implementing transportation projects within the Wasatch Back.

4.2.4 Serve as custodian of all WBRPO records.

4.3 Chair Duties. The Chair shall:

4.3.1 Conduct meetings in accordance with Utah law.

4.3.2 Appoint, with the concurrence of the Board, the chair and vice-chair of the Technical Committee, and any other subcommittee established by the Board.

4.4 Vice-Chair Duties. The Vice-Chair shall:

4.4.1 Assume all duties of the Chair when the Chair is absent, unable, or unwilling to fulfill the duties of the Chair.

4.5 Chair Pro-Tem. In the event that neither the Chair, nor the Vice-Chair are available to preside over a Board meeting, a Chair Pro-Tem shall be appointed by majority vote of the Board.

5. Technical Committee

5.1 Membership of the Technical Committee. The Technical Committee shall consist of staff and appointed officials or volunteers from Member Counties and Cities, MAG, UDOT, and other appropriate agencies. The Technical Committee shall assist the Board with technical and planning transportation-related issues. Board members are ineligible for membership on the Technical Committee.

5.1.1 Each Member County and Member City shall appoint one member to the Technical Committee.

5.1.2 MAG and UDOT shall each appoint one member to the Technical Committee.

5.1.3 Other members may be appointed by the Chair, with the concurrence of the Board, as necessary.

5.2 Technical Committee Duties. The Technical Committee shall:

5.2.1 Maintain appropriate record keeping for all activities of the Technical Committee in accordance with GRAMA.

5.2.2 Comply with OPMA.

5.2.3 Prepare and evaluate transportation plans and priorities for consideration by the Board for implementing transportation projects within the Wasatch Back.

6. **Administration**

6.1 Meetings shall be called by either the Chair or by a majority of the members of (a) the Board, (b) the Technical Committee, or (c) each subcommittee, when deemed necessary, appropriate, and advisable for that Board, Technical Committee, or subcommittee to meet. Notices shall be distributed at least seven (7) days prior to a scheduled meeting, and be in accordance with OPMA.

6.2 All meetings of the Board, Technical Committee, or any subcommittee shall be conducted in accordance with Roberts Rules of Order, but shall be as informal as appropriate to the situation.

6.3 Executive closed meetings may be scheduled whenever the Chair deems such action permissible under OPMA.

7. **Conduct of Board and Committee Members**

7.1 Serve the Public Interest: The primary obligation of the Board, the Technical Committee, and any subcommittee, and each member thereof is to serve the public interest.

7.2 Recognize the Comprehensive and Long-Range Nature of Decisions: The Board, the Technical Committee, and any subcommittee, and each member thereof shall continuously gather and consider all relevant facts, alternatives and means of accomplishing them, and explicitly evaluate all consequences before making a recommendation or decision.

7.3 Facilitate Coordination through the Process: The Board, the Technical Committee, and any subcommittee shall ensure that individuals, and public and private agencies possibly affected by a prospective decision, receive adequate information far enough in advance of the decision.

7.4 Avoid Conflict of Interest: The Board, the Technical Committee, and any subcommittee members shall avoid conflicts of interest and even the appearance of

impropriety. At the commencement of any matter before the Board or committee, members shall divulge in public, any past, present, or expected relationship with any party affiliated with such matter. A member with a potential conflict of interest shall abstain from voting on the matter, not participate in any deliberations on the matter, and leave the Board or committee table, but may remain in the chamber. The member shall also not discuss the matter privately with any other official voting on the matter.

7.5 Render thorough and diligent Service: If a member has not sufficiently reviewed relevant facts and advice affecting a public planning decision, that member should not participate in that decision.

7.6 Not Seek or Offer Favors: A member must not directly or indirectly solicit any gift, or accept or receive any gift (whether in money, services, loans, travel, entertainment, hospitality, promises, or in some other form) under circumstances in which it could be reasonably inferred that the gift was intended or could reasonably be expected to influence them in the performance of their duties or was intended as a reward for any recommendation or decision on their part.

7.7 Not Disclose or Improperly Use Confidential Information for Financial Gain: A member shall not disclose or improperly use confidential information for financial gain, and must not disclose to others confidential information acquired in the course of their duties or use it to further a personal interest.

7.8 Ensure Full Disclosure at Public Meetings: The Board, Technical Committee, or any subcommittee shall ensure that the presentation of information on behalf of any party to a question occurs only at the scheduled public meeting on the question, not in private, unofficially, or with other interested parties absent, and must make partisan information regarding the question received in the mail or by telephone or other communication part of the public record.

7.9 Maintain Public Confidence: A member must conduct himself/herself publicly so as to maintain public confidence in the public body, and the member's performance of the public trust.

7.10 Respect for and Courtesy to other Members, Public and Staff: Each member has the same rights and privileges as any other member. Any member has the right to be heard and to hear what others have to say about items being considered by the Board or committee.

8. **Indemnification and Immunity**

The Parties are governmental entities under the Governmental Immunity Act of Utah (Utah Code §63G-7-101, et seq. as amended) (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, the Parties agree that each Party is responsible for any negligent acts or willful misconduct which it commits or which are committed by its authorized agents, officials, or employees, and that the Parties shall not have any liability whatsoever for any negligent acts or willful misconduct of the other

Parties, their agents, officials, or employees. The Parties do not waive any of their respective defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable laws, and the Parties maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act and all other applicable laws. The Parties agree to assume any and all legal costs for their own defense.

9. **Governing Law**

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance without regard to principles of conflict of laws. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

10. **Compliance with Laws**

Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement.

11. **Severability**

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **No Assignments**

No Party shall assign its performance, duties or obligations under this Agreement or any portion of this Agreement.

13. **No Third-Party Beneficiaries**

There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

14. **Entire Agreement**

This Agreement contains the entire agreement between the Parties hereto related to the transactions and services contemplated hereby and all prior or contemporaneous

agreements, understandings, representations, and statements, oral or written, with respect to the subject matter hereof are merged herein. This Agreement may be modified only by a subsequent written instrument approved and signed by all Parties.

15. Parties Represented; Interpretation

Parties are represented by competent legal counsel. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have participated substantially in its negotiation, drafting, and revision, with advice from counsel and other advisers.

16. Relief of Obligation

This Agreement does not in any way relieve any Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

17. Notice

All notices to be given under this Agreement shall be delivered to the Parties as follows:

Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

Wasatch County
Attn: County Manager

Park City
Attn: Mayor

Heber City
Attn: Mayor

Coalville City
Attn: Mayor

Kamas City
Attn: Mayor

Oakley City
Attn: Mayor

Midway City
Attn: Mayor

Henefer Town
Attn: Mayor

Francis Town
Attn: Mayor

Charleston Town
Attn: Mayor

Hideout Town
Attn: Mayor

Daniel Town
Attn: Mayor

Wallsburg Town
Attn: Mayor

Independence Town
Attn: Mayor

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Party. A Party may change its address, telephone number, facsimile number, or email address from time to time by giving notice to the other Party in accordance with the procedures set forth in this section.

18. Interlocal Cooperation Act Requirements

18.1 In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

18.1.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Act.

18.1.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take affect.

18.1.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.

18.1.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

18.1.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

19. **Counterparts**

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or electronically shall be deemed an original signed copy of this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and month recited above.

SUMMIT COUNTY:

Christopher F. Robinson
Summit County Council Chair

Approved as to form:

David L. Thomas
Chief Civil Deputy

WASATCH COUNTY:

Name:
Wasatch County Council Chair

Approved as to form:

Name:
Title:

PARK CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

HEBER CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

COALVILLE CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

KAMAS CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

OAKLEY CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

MIDWAY CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

HENEFER TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

FRANCIS TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

CHARLESTON TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

HIDEOUT TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

DANIEL TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

WALLSBURG TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

INDEPENDENCE TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:
ratify