

INTERLOCAL AGREEMENT

BEAR RIVER

ASSOCIATION OF GOVERNMENTS

Re-drafted from the Articles of Association dated November 28, 1973 which was re-drafted and re-executed from the original version dated June 23, 1971 that included amendments from May 24, 1972, October 25, 1972, and October 24, 1973.

We, the representatives of the counties of Box Elder, Cache, and Rich, find the following. First, concerns of growth and development transcend the boundary lines of our local government units and that no single unit can plan for their solution without affecting other units in the region. Second, various multi-county planning activities available under various laws of the United States should be conducted and administered in a coordinated manner. Third, intergovernmental cooperation on a regional basis is an effective means of combining the resources of local governments to approach common concerns.

Therefore, we hereby continue this voluntary collaborative effort by establishing this interlocal agreement and continuing the organization known as Bear River Association of Governments (Region I). We will continue to meet regularly to discuss and study area-wide concerns of common interest and to develop policies and recommendations for ratification and implementation by the counties who are members of the Association.

We also continue to encourage cooperation. We declare that this Association is not a new layer of government, nor is it a government that holds power over the governments that created it. As a voluntary organization, we continue the effective execution and coordination of programs to meet the common needs of the citizens. Our goal is to utilize our combined resources to provide a more effective means of planning for and developing the physical, economic, and government resources of the region to address the mutual concerns we face.

We declare that the Bear River Association of Governments (Region I) was previously established by the joint powers agreement among its previous members pursuant to Utah Code Title 11, Chapter 13 (1953, as amended). The Association shall now continue as a public agency pursuant to Utah Code Title 11, Chapter 13, Interlocal Cooperation Act (2002, as amended), and is separate from the agencies creating it, is a body politic and corporate, and is a political subdivision of the State of Utah.

Terms & Conditions

I. Definitions

Region. A geographic area composed of groupings of counties designated and established for carrying out the purposes of these articles.

Regional Concerns. A regional issue that meets the following criteria:

- a. A concern that is common to two or more local governments within the region, the solution of which will not or cannot be achieved by government agencies acting independently of each other, or which cannot be achieved separately as economically as when acting cooperatively, and
- b. A concern regarding the public health, safety, or welfare that is not the specific duty of the local public health department, law enforcement, or any other government agency charged with these concerns.
- c. The following list is an incomplete list of recognized regional concerns and does not limit BRAG to these efforts only:
 - i. Aging services;
 - ii. Community and economic development;
 - iii. Housing; and
 - iv. Human services.

II. Purpose

The Bear River Association of Governments (Region I), hereinafter referred to as “BRAG” or “Association,” is a voluntary organization of governments to facilitate inter-governmental cooperation and to ensure the orderly and harmonious coordination of federal, state, and local programs for the solution of mutual concerns of the region.

Additionally the purpose of the Association should be to create efficiencies and cost savings to the taxpayers by having shared regional staff to carry out designated functions of government. It should help eliminate the duplication of efforts and provide local governments with planning, coordination, and administration of state and federal programs. It should also bring resources to the area that might not otherwise be available while ensuring those resources meet local needs.

III. Powers & Duties

The Association shall hold all the powers and duties that are permitted under Utah Code §11-13-204(1). Some of these powers and duties of the Association are listed below along with other powers and duties delegated to the Association.

a. The power to:

- i. Act in its own name, to sue and where appropriate, to be sued;
- ii. Make, enter into, and enforce all manner of contracts and obligations consistent with the law for the purposes, duties, and functions stated in this interlocal agreement;
- iii. Adopt and amend bylaws, policies, and procedures for the regulation of the Association's affairs and to conduct its business;
- iv. Amend or repeal bylaws, policy, or procedure;
- v. Create, construct, or otherwise acquire facilities or improvements to render services or provide benefits to meet the purposes set forth in this agreement;
- vi. Issue bonds or notes as permitted under Utah Code §11-13-218 and all other applicable laws; and
- vii. Perform any other act or function permitted under the Interlocal Cooperation Act (2002, as amended).

b. The duty to:

- i. Identify, discuss, study, and bring into focus regional challenges and opportunities;
- ii. Make the most effective use of local government leadership and staff resources;
- iii. Engage and carry out planning and development programs to achieve regional benefit and advantage;
- iv. Review and create policy with respect to proposals from public and private agencies;
- v. Provide effective communication and coordination among public officials pertaining to regional interests;
- vi. Serve as a liaison between the local governments and interested groups and organizations;
- vii. Register and maintain its registration as a limited purpose entity in accordance with state law;
- viii. Serve as a regional representative for the counties served by BRAG;
- ix. Perform those functions delegated to the Association that are identified in this interlocal agreement;

- x. Establish a system of personnel administration as provided in Utah Code §11-13-225 and in conformity with all other applicable laws; and
- xi. Perform other duties as deemed appropriate by the counties.

IV. Functions Delegated to the Association

- a. Administer & Coordinate Programs. The Association shall coordinate, administer, and operate common programs of mutual interest and impact to the region. The Association is the authorized agent to receive federal grants for all planning and development programs that have multi-county or regional level designation. Regarding these functions, BRAG may establish boards, committees, or similar subunits to meet state and federal program requirements or to meet its own requirements. The Governing Board of the Association shall determine the composition of these subunits, but in no case may the subunit have less than thirty-three (33) percent elected local government officials. Subunits shall, as far as practical, serve as advisory groups to the Governing Board.
- b. Planning. The Association shall prepare and amend area-wide plans for the physical, economic, and social resources of the region, and conduct studies and research on matters of regional concern. These plans shall serve to foster, develop, and review policies and priorities for regional growth and development.
- c. Review of Federal & State Aid Programs. The Association has the authority to apply for and receive state and federal grants for regional purposes. The Association may review and coordinate federal, state, and local applications for loans or grants from the United States of America for all units of government operating within the region. The Association shall be eligible to serve as the official clearinghouse agency for the purpose of Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, acting on behalf of, and under the recommendations of the counties of the Association. The Association shall develop review procedures in accordance with federal requirements.
- d. Services to Local Governments. The Association may furnish general and technical aid to local units of government within the region to provide them with services and technical assistance with planning and development activities.

- e. Joint-Powers Authorization. The counties may authorize the Association to exercise those powers held by the counties that are necessary or desirable for dealing with concerns of mutual interest. Such authorization may include joint financing, scheduling, and development of public facility projects with interjurisdictional significance or involve direct public services functions.

V. Governing Structure

- a. Governing Board. The Association shall have one policy making body known as the Governing Board. The Governing Board shall consist of the county commissioners of Box Elder and Rich Counties, the County Executive and two appointed county council members from Cache County, and two appointed mayors from each county. One mayor from each county should represent the largest municipality in the county and another mayor should represent the remaining municipalities within the county. The county commission or county council of the respective county shall appoint each appointed position.
 - i. Fiduciary Duty. Each member of the Governing Board has and owes a fiduciary duty to the Association at large.
 - ii. Terms of Office. Appointed members on the Governing Board shall serve until the respective jurisdictions elect their successors. All other positions are permanent positions.
 - iii. Officers. The Governing Board shall elect the officers of the Governing Board by a majority vote. There shall be a chairperson and a vice chair.
 - iv. Voting. Each member of the Governing Board shall have one vote. A simple majority of the entire Governing Board is necessary to make a determination on an issue.
 - v. Quorum. A quorum shall consist of either the Chair or the Vice Chair and a majority of the other members of the Governing Board.
 - vi. Meetings. The Governing Board shall approve a yearly meeting schedule and shall meet at least quarterly. The Governing Board may meet upon the call of the Chair if the need arises. Every six months, the Governing Board shall hold a meeting where the Executive Director presents a full report of current activities and where the Executive Director or a designee presents the budget and financial transactions that transpired since the previous semi-annual meeting. This semi-annual meeting may be held during a regularly held board meeting or as a separate meeting.
 - 1. Each meeting of the Governing Board shall comply with Utah Code Title 52, Chapter 4, Open and Public Meetings Act

- (2006, as amended) regardless of whether the Association is supported in whole or part by tax revenue;
2. The Governing Board shall adopt rules of order and procedure to govern public meetings;
 3. Conduct meetings in accordance with adopted rules of order and procedure; and
 4. Make the rules of order and procedure available to the public at each meeting and on the Association's website if available.
- vii. Responsibilities. The powers and responsibilities of the Governing Board are to:
1. Manage and direct the business and affairs of the Association;
 2. Adopt bylaws for the orderly functioning of the Governing Board;
 3. Adopt and enforce rules and regulations for the orderly operation of the Association or for carrying out the Association's purposes;
 4. Establish and impose fees for the services provided by the Association;
 5. Establish advisory councils and subcommittees as needed;
 6. Appoint, fix the salary of, and remove the Executive Director;
 7. Review the actions of the Executive Director and the staff;
 8. Control or direct litigation to which the Association is a party or in which it is otherwise involved;
 9. Delegate to employees or officers the authority to exercise a power or to perform a function of the Association, as needed;
 10. Adopt rules or policies for the competitive public procurement of goods and services required for the operation of the Association as required under Utah Code §11-13-226; and
 11. Perform all functions provided in the interlocal agreement and the Interlocal Cooperation Act that are necessary to accomplish the Association's purpose unless otherwise specified in the agreement or the Interlocal Cooperation Act.
- viii. Compensation. The members of the Governing Board may receive compensation for their services in accordance with Utah Code §11-13-403.

b. Staff and Staff Services

- i. Executive Director. The position of Executive Director is an at-will position. The Governing Board shall appoint the Executive Director and may terminate the Executive Director for any reason that is not contrary to the law. The Governing Board shall vote on whether to terminate the Executive Director when the issue is brought before them. The Chair or Vice Chair shall ensure that the issue of termination is addressed by the board if any one or more board members request that the board consider terminating the Executive Director.
 1. Responsibilities. The responsibilities of the Executive Director are:
 - a. Coordinate and direct all staff;
 - b. Recommend staff appointments, advancements, employment policies, and policy amendments to the Governing Board;
 - c. Prepare and administer an annual work program and budget; and
 - d. Perform all other duties delegated from the Governing Board.
- ii. Central Staff. The Association may provide basic administrative, research, and planning services for all regional activities of the Association. The central staff shall perform their activities for and be responsible to the Governing Board.
- iii. Other Staff. The Governing Board may appoint the staff of the Association when recommended by the Executive Director or when recommended and contributed by any public agencies or any of the counties that are a member of the Association.

VI. Finances

- a. Fiscal Procedures. The Association shall comply with all relevant requirements of the law as found in Utah Code Title 11, Chapter 13, Part 5 Fiscal Procedures for Interlocal Entities.
- b. State & Federal Funding. The Association shall exert maximum effort to obtain and use state and federal funds whenever possible.
- c. County Funding. Each county must contribute to the Association. At a minimum, the three counties shall contribute funds annually to meet the requirements of federal match funds and to help cover administrative and

operational costs of the Association through an assessment that is in addition to match funds.

- i. The Association must submit the total requested county match amount and the recommended assessed amount to the three counties well in advance of the time the counties adopt their budgets. The counties must each contribute a portion of the total match and assessed amounts approved by the counties. The counties may approve, disapprove, or request an adjustment to any match or assessed amount. Each county contribution from the total match and assessed amounts shall be proportional to the total population of the counties as determined by the most recent federal census.
 - ii. The Association may levy a separate special assessment on any of the three counties that agree with the Association to provide special services to that government alone, if approved by the legislative body of that county.
- d. Budget. The Executive Director or designee shall prepare a proposed annual budget describing the estimated revenues and expenditures for the consideration and approval of the Governing Board in accordance with Utah Code §11-13-508 through 11-13-511. With regard to the budget, the Association shall comply with Utah Code §§11-13-506 and 11-13-507. The Association shall comply with all other relevant budget requirements of the law as found in Utah Code Title 11, Chapter 13, Part 5 Fiscal Procedures for Interlocal Entities.
- e. Fiscal Year. The Governing Board shall determine whether the fiscal year is the calendar year or a period from July 1 to the following June 30.
- f. Uniform Accounting System. The Association shall establish and maintain accounting records and financial statements as required by generally accepted accounting principles. The Association shall also adopt and implement internal accounting controls in light of the needs and resources of the Association.

VII. Duration, Withdrawal, & Termination

- a. Duration of this Agreement. Pursuant to Utah Code §11-13-204(3)(a), the duration of this agreement will be fifty (50) years from the effective date.
- b. Withdrawal of Membership. Any county may withdraw from this agreement by submitting a written notice to the Governing Board 30 days prior to the effective date of withdrawal.

- c. Termination of the Agreement. All parties to the agreement may agree to terminate the Association. Upon termination, none of the assets or property shall be distributed to any individual, staff, or officers of the Association, but shall be distributed to the counties and cities on the same pro rata basis that they contributed to the Association.

VIII. Amendments

The Governing Board may amend this interlocal agreement at regular or special meetings of the Governing Board if the county government proposing an amendment provides written notice that states the proposed amendments to each county who is a member of the Association. Two thirds of the Governing Board must affirm the amendment by vote for the amendment to pass.

IX. Review

The Association shall review this interlocal agreement regularly and often to ensure the Association is abiding by the terms and conditions of this agreement. The Association shall also review this agreement annually to ensure that the agreement is compliant with applicable law.

X. Effective Date

This interlocal agreement shall go into effect once all parties to the agreement sign and date this agreement, and all counties that are members of the Association file the completed agreement with their respective keeper of records pursuant to Utah Code 11-13-209.

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IN WITNESS WHEREOF, we attach our signatures on this ____ day of _____
20__.

BOX ELDER COUNTY

APPROVED AS TO FORM

BY: _____
County Commission Chair

BY: _____
Box Elder County Attorney

DATE: _____

DATE: _____

ATTEST:

BY: _____
County Clerk

DATE: _____

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CACHE COUNTY

APPROVED AS TO FORM

BY: _____
County Council Chair

BY: _____
Cache County Attorney

DATE: _____

DATE: _____

BY: _____
County Executive

DATE: _____

ATTEST:

BY: _____
County Clerk

DATE: _____

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RICH COUNTY

APPROVED AS TO FORM

BY: _____
County Commission Chair

BY: _____
Rich County Attorney

DATE: _____

DATE: _____

ATTEST:

BY: _____
County Clerk

DATE: _____

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