

**Mayor's Office : Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

<b>Date Received</b> (office use)	<b>26 April 2017</b>
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<b>Date of Request</b>	4/26/2017
<b>Requesting Staff Member</b>	Greg Nuzman
<b>Requested Council Date</b>	May 9, 2017
<b>Topic/Discussion Title</b>	Amendment to the Interlocal agreement between Wasatch Front Waste and Recycling District and Salt Lake County
<b>Description</b>	The Interlocal agreement between Wasatch Front Waste and Recycling District and Salt Lake County needs to be amended to allow for the pass-through of the Volumetric Excise Tax Credit (VECT) on the CNG fuel used in the Refuse trucks.
<b>Requested Action<sup>1</sup></b>	Amendment Approval
<b>Presenter(s)</b>	Greg Nuzman if requested
<b>Time Needed<sup>2</sup></b>	None, unless requested
<b>Time Sensitive<sup>3</sup></b>	No
<b>Specific Time(s)<sup>4</sup></b>	No
<b>Contact Name &amp; Phone</b>	Greg Nuzman 385-468-0475
<b>Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.</b>	

**Mayor or Designee approval:**



<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.



**Contract Number:** CA00000000000043

**Sold To:** Wasatch Front Waste & Recycling District

**Description:** Wasatch Front Waste&Recycling District=WFWRD for County Administrative Services by various Agencies. REVENUE to County-see Agr attachments. TERM to 12-31-2016, may renew for 1 addtl. 3-yr period.//AMD#2 VETC passed to District (see A-1)

**Revenue Amount:** \$0.00

**Agency Name:** Mayor's Ooffice

**Start Date:** 2014-04-01 **End Date:** 2019-12-31



**Ralph Chamness**  
Chief Deputy  
Civil Division

**Lisa Ashman**  
Administrative  
Operations

**SIM GILL**  
DISTRICT ATTORNEY

**Jeffrey William Hall**  
Chief Deputy  
Justice Division

**Blake Nakamura**  
Chief Deputy  
Justice Division

April 21, 2017

For Pick Up

Greg Nuzman  
Director, Salt Lake County Fleet Management  
7125 South 600 West, Ste 100  
Salt Lake City, UT 84047

Re: Two Originals of Amendment No. 2 to Interlocal Agreement with Wasatch Front Waste and Recycling District and County Council Resolution

Dear Greg,

Enclosed are two originals of Amendment No. 2 to the 2014 Interlocal Agreement between Salt Lake County and Wasatch Front Waste and Recycling District ("Amendment No. 2"). I have approved both as to form. I am also enclosing a County Council resolution for Amendment No. 2, also approved as to form.

Please process this amendment pursuant to County policy. Once both original amendments are fully executed, one original should be returned to Wasatch Front Waste and Recycling District for filing with its keeper of records. My understanding is that the County Council's Clerk retains the original resolution and a copy of the amendment and sends the fully executed original amendment to Contracts and Procurement in order to complete the statutory requirement that the agreement be filed with the "keeper of records." Let me know if you have any questions or if I can be of further assistance.

Sincerely,

Paula K. Smith  
Deputy District Attorney

Enc.

04-21-17 04:35 RCVD

## RESOLUTION

RESOLUTION NO. \_\_\_\_\_, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL  
AUTHORIZING AMENDMENT NO. 2 TO THE  
INTERLOCAL AGREEMENT BETWEEN WASATCH  
FRONT WASTE AND RECYCLING DISTRICT AND SALT  
LAKE COUNTY FOR ADMINISTRATIVE SERVICES.

### RECITALS

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County entered an Interlocal Agreement with Wasatch Front Waste and Recycling District (“WFWRD”) on April 1, 2014 for Administrative Services with a term ending December 31, 2016 (“2014 Interlocal”);

WHEREAS, the WFWRD provides waste and recycling collection services to its customers and is an interlocal entity established pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101;

WHEREAS, Salt Lake County and WFWRD amended the 2014 Interlocal on November 4, 2016, pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.*, to extend the agreement through December 31, 2019, modify services, and change pricing; and

WHEREAS, Salt Lake County and WFWRD now desire to enter Amendment No. 2 in order to pass through certain Volumetric Excise Tax Credit monies received from Clean Energy less certain monies WFWRD owes to County; and

WHEREAS, Amendment No. 2 is made pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.*;

NOW THEREFORE, BE IT RESOLVED, by the Salt Lake County Council that Amendment No. 2 to the Interlocal Agreement between WFWRD and Salt Lake County for Administrative Services be approved and the Mayor is hereby authorized to execute the same.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017


SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Steve DeBry, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Approved as to form and legality

  
\_\_\_\_\_  
Paula K. Smith  
Deputy District Attorney

Date: 4/21/17

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Snelgrove voting	_____
Council Member Newton voting	_____
Council Member Wilson voting	_____



**AMENDMENT NO. 2 TO  
INTERLOCAL AGREEMENT  
between  
WASATCH FRONT WASTE AND RECYCLING DISTRICT  
and  
SALT LAKE COUNTY  
FOR  
ADMINISTRATIVE SERVICES**

This Amendment No. 1 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (hereafter "County") and the Wasatch Front Waste and Recycling District, a special service district and a political subdivision of the State of Utah (hereafter "District"). District and County are referred to as the "Parties," and each of them is a "Party."

**RECITALS**

WHEREAS, County and District entered an Interlocal Agreement between Wasatch Front Waste and recycling District and Salt Lake County for Administrative Services, pursuant to the Interlocal Cooperation Act, Utah Code §§ 11-13-101 *et seq.*, County Contract No. CA0000000000043 with a contract term of from April 1, 2014 through December 31, 2016 ("District Services Agreement");

WHEREAS, the term of the District Services Agreement was extended through and including December 31, 2019 in Amendment No. 1 to the District Services Agreement, dated November 4, 2016;

WHEREAS, District encouraged County to enter a contract amendment with Clean Energy, a California corporation doing business in Utah as Clean Energy, Inc. ("Clean Energy") in which Clean Energy agreed to pay County fifty percent of the Volumetric Excise Tax Credit ("VETC") in a contract between Clean Energy and County wherein Clean Energy designed, built, operates, and maintains a compressed natural gas ("CNG") station for County, so that County can provide District with CNG;

WHEREAS, County has agreed to pass through what it receives as its fifty percent VETC to District less a reduction for any amounts District owes County for District's repayment for the CNG station infrastructure and dispensed supply of CNG;

WHEREAS, the District Services Agreement provides that the agreement may be amended "in a writing signed by both Parties;"

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions, the Parties hereby agree to the amendments specifically set forth in the following paragraphs:

1. Paragraph 4 is amended to read as follows:

**4. Liability**

The District and the County are government entities under the Governmental Immunity Act of Utah (Utah Code Ann § 63G-7-101, *et seq.*) ("Governmental Immunity Act"). Consistent with the terms of the

Governmental Immunity Act, and as provided therein and except as provided below, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limits of liability currently provided by the Governmental Immunity Act. Each Party agrees to defend, indemnify and hold the other Party harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of the indemnifying Party's respective officers, employees or agents involved in any matter pertaining to this Agreement. The District also agrees to indemnify and hold the County harmless from any damages or claims for damages, repayment, interest or penalties resulting from the County's receipt of VETC monies, tax credits, rebates, refunds or incentives in connection with the County's purchase of CNG from Clean Energy and its sale of CNG to the District pursuant to Attachment A, and the County's transfer, by payment, credit, price reduction, or otherwise, of such VETC monies, tax credits, rebates, refunds or incentives to the District. The Parties agree to notify each other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint or of any claim concerning any VETC monies, tax credit, rebate, refund, or incentive in connection with the County's sale of CNG to the District served upon or received by the said Party, if the other Party may have an obligation to defend, indemnify and hold harmless the first Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

2. Attachment A1 is amended to read as follows:

## **ATTACHMENT A1**

### **Interlocal Agreement Between Wasatch Front Waste and Recycling District and Salt Lake County (Fleet Services)**

#### **1) General Provisions**

Salt Lake County Fleet will provide certified and trained personnel and maintain facilities and equipment for the following services:

- A. Provide maintenance and repair of vehicles and equipment owned and operated by the District. Work shall be performed at the Fleet shops during Fleet's normal hours of operation unless other arrangements are made per "B" below.
- B. After-hours and on-location services will be provided as needed.
- C. All fees for such services shall be agreed upon in writing upon the request for these services prior to the provision of any such services.
- D. Provide both light and heavy duty towing capabilities to the Fleet shops or other locations as per the District's request.
- E. Maintain current training on all equipment provided by vendors and any additional training requested by the District.
- F. Provide monthly, quarterly, and other periodic reports on maintenance and utilization of the District's equipment and vehicles as requested and make recommendations on the most efficient life-cycle of all pieces of equipment owned by the District in a manner acceptable to the District.
- G. Use parts for the District's equipment and vehicles that meet all manufacturer and warranty requirements.
- H. Make high-pressure wash equipment available during District hours of operations.
- I. Provide preventive maintenance programs and reports.
- J. Provide purchasing and services through Fleet-managed contracts.
- K. Consult on preparing specifications as needed or requested by the District.
- L. Provide access to online Fleet Management system to view utilization reports and vehicle work.
- M. Manage and allocate shared building costs.

#### **2) Sublet Labor**

Fleet administers and maintains several service contracts with vendors. Fleet may, at its discretion, use outside vendors to provide services to the District, if Fleet cannot perform the work or finds that the vendor can provide the work more cost effectively or in a more timely manner. Fleet shall arrange for pickup and delivery of equipment to the vendor as needed. Fleet shall charge the District the rate charged by the service provider, plus a service charge per invoice. Service charge shall be applied only to the invoice cost from the service provider. The cost of pickup and delivery, if applicable, will be charged at the current labor rate.

#### **3) Parts**

Fleet administers and maintains parts contracts for maintenance parts for the District equipment. Fleet shall apply a markup charge to cover administrative overhead costs. The markup shall be applied only to the invoice cost of the parts charged by the supplier. The markup shall not be applied to shipping cost, fuel surcharges, or any other miscellaneous charges invoiced by the supplier. Fleet will provide the District details of how markup charges are calculated. The District maintains the right to audit any parts purchase to include all documentation showing invoicing, bids, markups, etc.

The District must also give approval prior to any tire changes that are done strictly due to wear depth.

#### **4) Shop Charges**

The incidental costs of doing business including consumable and shop supplies and environmental disposal fees shall be recovered through a shop charge per work order. The shop charge shall apply only to work performed by the Fleet shops.



**5) Rates for Labor**

Fleet will expand charges for labor to fixed rates rather than hourly rates at an agreed upon rate by both the County and the District.

**6) Road Call Charges**

The overhead costs associated with providing field service work (any site other than Fleet shops) include vehicle depreciation, replacement, maintenance, fuel, special tools and equipment required to perform field service work, consumable and incidental supplies and environmental disposal fees. Fleet will ensure that the District receives road call service within one hour of the call.

**7) High-Pressure Wash**

Fleet will make its truck wash facility available to the District and charge the District a per-wash fee. District employees will be assigned a number to access the wash. Fleet will invoice those charges to the District on a monthly basis.

**8) Shared Building Costs**

Fleet will track and pay expenses associated with maintaining and operating the Midvale campus shared with Public Works, Flood Control, WFWRD, and Fleet, including, parking areas in and around Fleet shops, employee parking area, and other areas shared with Fleet. Fleet will allocate those expenses to the District based on its number of full time employees, square footage, or actual costs if expenses are solely incurred for the District and invoice the District on a monthly basis.

The District may review the charges on request.

**9) Credits**

Fleet shall pass along to the District any credits which might be obtained by the Fleet for insurance subrogation, manufacturer rebates, vendor credits, or any other type of refunds or credits eligible for work or service performed on behalf of the District's vehicles or equipment by Fleet.

**10) Volumetric Excise Tax Credit (VETC)**

County shall pass through to the District any VETC monies received from Clean Energy in connection with compressed natural gas (CNG) purchased by District at County's Midvale complex less \$113,000.00, the amount District owes to County for the cost of infrastructure the County installed to develop a CNG station site at its Midvale complex or any other amounts District owes to County or Fleet.

**11) Training**

Fleet mechanics will be manufacturer-trained and certified to work on the District trucks and equipment. If the District requests that Fleet staff attend trainings provided by vendors or otherwise above the required training and certification level identified by Fleet, the District will be responsible for the cost of travel including airfare, ground transportation, lodging, meals and incidentals related to the training.

**12) Warranty**

Fleet shall provide a ninety (90) day or 3,000-mile warranty, whichever comes first, on parts and labor performed by Fleet. Electrical parts shall be excluded and subject to manufacturer warranties if applicable. When applicable, manufacturer's warranty will be given to include the cost of parts and labor, where the warranty exceeds the 90 days/3,000 miles, granted by Fleet.

**13) Fuel**

Fleet will provide the District's fuel and infrastructure for fueling for Compressed Natural Gas (CNG), diesel, and gas. Infrastructure for CNG on site or at a convenient location to District vehicles, and will have adequate capacity for slow or fast fueling for the District's fleet of CNG trucks. The District will commit to using Fleet fueling or Fleet-managed fueling programs for its fleet. The District will have access to the Fuel program to purchase fuel from the County. The District shall have access to internally managed fueling sites at the following locations as well as future locations:

- Midvale complex
- Government Center
- Transfer Station
- Landfill

Fleet will manage the fuel program including issuing fuel cards, cancelling fuel cards, 24-hour access for assistance in using the cards, mileage interface transfer and mileage updates. Fleet will provide tracking, reporting, and adjusting out-of-parameter mileage inputs and odometer error reports.

Fleet shall apply a markup charges to each gallon of fuel, CNG or diesel, to cover administrative overhead costs and notify the District of any rate changes.

When purchasing fuel using retail sites, Fleet charges an administrative fee, which is included in the fee/price schedule on page 4.

Fleet will provide a monthly report of any reported issues or maintenance performed on the slow fill fuel island at the Midvale complex.

#### **14) Vehicle Purchasing and Sales**

Fleet will process light-duty and hook lift vehicle purchases for the District through its contracts. The District will establish replacement schedules for its equipment, and Fleet will maintain contracts for heavy-duty truck sales.

#### **15) Fleet-Managed Contracts**

Fleet will make available services and procurement through its contracts for the District on an as-needed basis.

#### **16) License and Registration**

Fleet will provide vehicle licensing and registration for the District vehicles and provide plates, stickers, and relevant records to the District Fleet Manager.

#### **17) Motor Pool**

Fleet maintains a pool of rental vehicles from which the District can access short or long-term rentals. Standard vehicles and some specialty vehicles and equipment are maintained in this pool. A rental charge and mileage fee is applied.

#### **18) Purchasing Used Vehicles from Salt Lake County and the District**

If the District determines that purchasing used Fleet equipment or vehicles, or Fleet determines that purchasing used District equipment or vehicles, would meet the needs of the either party, the following process and fees shall be applied:

- Fleet shall determine the value of the equipment or vehicle based on NADA and local market adjustment where applicable.
- Sales agreement will be signed by both parties.

## 2017 FLEET MANAGEMENT FEES

SERVICE DESCRIPTION	UNIT	RATE
Labor Rate: Truck and Heavy shops	per hour	\$ 97.50
Labor Rate: Lube and Small Equipment shop	per hour	\$ 70.00
Labor Rate: Light Duty shop	Per hour	\$ 90.00
Customer Requested Overtime	Per hour surcharge	\$ 25.00
State Inspection: Light Duty Vehicles	per inspection	\$ 25.00
Vehicle Emissions: Light Duty Vehicles	per emission test	\$ 35.00
Lube/Oil Change: Light Duty Vehicles	labor	\$ 25.00
Preventive maintenance package her party, o	H and D	Actual time at hourly rate
Preventive maintenance package – Heavy Duty	B	.5 hours
Preventive maintenance package – Heavy Duty	G	2 hours
Preventive maintenance package – Heavy Duty	M (every 3 years)	4 hours
State Inspection: Heavy Duty	Per inspection	1 hour
Annual Vehicle Inspection	Y PM	1 hour
Registration (non-replacement fund vehicles)	Per vehicle	\$30.00
Parts Markup	% of cost of parts	28%
Sublet	% of cost of sublet	10%
		Min/ max
		\$7.50 / \$1,000
CNG Fuel Markup to cover administrative cost	per diesel equivalent gallon	\$ .22
Diesel Fuel Markup to cover administrative and pump maintenance costs	Per gallon	\$ .22
Shop Charge and Environmental Fee	Shop labor	12% on each work order, not to exceed \$120.00
		Min/ max
		\$5.00/\$120.00
Road Call	Per labor hour during road call	\$105.00
Motor Pool Vehicle Type	per hour	\$ 6.00
Standard - Corolla	1/2 day/Full day/Week	\$ 20.00/\$ 34.00 /\$ 165.00
Motor Pool Vehicle Type	per hour	\$ 8.00
Full Size - Camry	1/2 day/Full day/Week	\$ 22.00 /\$ 39.00 /\$ 185.00
		Up to retail
Diesel and unleaded fuels will be set to match retail prices at the Midvale fuel station	Per gallon	(Added 01/01/16)

**AMENDMENT NO. 2 TO  
INTERLOCAL AGREEMENT  
between  
WASATCH FRONT WASTE AND RECYCLING DISTRICT  
and  
SALT LAKE COUNTY  
FOR  
ADMINISTRATIVE SERVICES**

This Amendment No. 1 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (hereafter "County") and the Wasatch Front Waste and Recycling District, a special service district and a political subdivision of the State of Utah (hereafter "District"). District and County are referred to as the "Parties," and each of them is a "Party."

**RECITALS**

WHEREAS, County and District entered an Interlocal Agreement between Wasatch Front Waste and recycling District and Salt Lake County for Administrative Services, pursuant to the Interlocal Cooperation Act, Utah Code §§ 11-13-101 *et seq.*, County Contract No. CA0000000000043 with a contract term of from April 1, 2014 through December 31, 2016 ("District Services Agreement");

WHEREAS, the term of the District Services Agreement was extended through and including December 31, 2019 in Amendment No. 1 to the District Services Agreement, dated November 4, 2016;

WHEREAS, District encouraged County to enter a contract amendment with Clean Energy, a California corporation doing business in Utah as Clean Energy, Inc. ("Clean Energy") in which Clean Energy agreed to pay County fifty percent of the Volumetric Excise Tax Credit ("VETC") in a contract between Clean Energy and County wherein Clean Energy designed, built, operates, and maintains a compressed natural gas ("CNG") station for County, so that County can provide District with CNG;

WHEREAS, County has agreed to pass through what it receives as its fifty percent VETC to District less a reduction for any amounts District owes County for District's repayment for the CNG station infrastructure and dispensed supply of CNG;

WHEREAS, the District Services Agreement provides that the agreement may be amended "in a writing signed by both Parties;"

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions, the Parties hereby agree to the amendments specifically set forth in the following paragraphs:

1. Paragraph 4 is amended to read as follows:
4. **Liability**

The District and the County are government entities under the Governmental Immunity Act of Utah (Utah Code Ann § 63G-7-101, *et seq.*) ("Governmental Immunity Act"). Consistent with the terms of the

Governmental Immunity Act, and as provided therein and except as provided below, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limits of liability currently provided by the Governmental Immunity Act. Each Party agrees to defend, indemnify and hold the other Party harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of the indemnifying Party's respective officers, employees or agents involved in any matter pertaining to this Agreement. The District also agrees to indemnify and hold the County harmless from any damages or claims for damages, repayment, interest or penalties resulting from the County's receipt of VETC monies, tax credits, rebates, refunds or incentives in connection with the County's purchase of CNG from Clean Energy and its sale of CNG to the District pursuant to Attachment A, and the County's transfer, by payment, credit, price reduction, or otherwise, of such VETC monies, tax credits, rebates, refunds or incentives to the District. The Parties agree to notify each other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint or of any claim concerning any VETC monies, tax credit, rebate, refund, or incentive in connection with the County's sale of CNG to the District served upon or received by the said Party, if the other Party may have an obligation to defend, indemnify and hold harmless the first Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

2. Attachment A1 is amended to read as follows:

# **ATTACHMENT A1**

## **Interlocal Agreement Between Wasatch Front Waste and Recycling District and Salt Lake County (Fleet Services)**

### **1) General Provisions**

Salt Lake County Fleet will provide certified and trained personnel and maintain facilities and equipment for the following services:

- A. Provide maintenance and repair of vehicles and equipment owned and operated by the District. Work shall be performed at the Fleet shops during Fleet's normal hours of operation unless other arrangements are made per "B" below.
- B. After-hours and on-location services will be provided as needed.
- C. All fees for such services shall be agreed upon in writing upon the request for these services prior to the provision of any such services.
- D. Provide both light and heavy duty towing capabilities to the Fleet shops or other locations as per the District's request.
- E. Maintain current training on all equipment provided by vendors and any additional training requested by the District.
- F. Provide monthly, quarterly, and other periodic reports on maintenance and utilization of the District's equipment and vehicles as requested and make recommendations on the most efficient life-cycle of all pieces of equipment owned by the District in a manner acceptable to the District.
- G. Use parts for the District's equipment and vehicles that meet all manufacturer and warranty requirements.
- H. Make high-pressure wash equipment available during District hours of operations.
- I. Provide preventive maintenance programs and reports.
- J. Provide purchasing and services through Fleet-managed contracts.
- K. Consult on preparing specifications as needed or requested by the District.
- L. Provide access to online Fleet Management system to view utilization reports and vehicle work.
- M. Manage and allocate shared building costs.

### **2) Sublet Labor**

Fleet administers and maintains several service contracts with vendors. Fleet may, at its discretion, use outside vendors to provide services to the District, if Fleet cannot perform the work or finds that the vendor can provide the work more cost effectively or in a more timely manner. Fleet shall arrange for pickup and delivery of equipment to the vendor as needed. Fleet shall charge the District the rate charged by the service provider, plus a service charge per invoice. Service charge shall be applied only to the invoice cost from the service provider. The cost of pickup and delivery, if applicable, will be charged at the current labor rate.

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The incidental costs of doing business including consumable and shop supplies and environmental disposal fees shall be recovered through a shop charge per work order. The shop charge shall apply only to work performed by the Fleet shops.



**5) Rates for Labor**

Fleet will expand charges for labor to fixed rates rather than hourly rates at an agreed upon rate by both the County and the District.

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The overhead costs associated with providing field service work (any site other than Fleet shops) include vehicle depreciation, replacement, maintenance, fuel, special tools and equipment required to perform field service work, consumable and incidental supplies and environmental disposal fees. Fleet will ensure that the District receives road call service within one hour of the call.

**7) High-Pressure Wash**

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**8) Shared Building Costs**

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The District may review the charges on request.

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County shall pass through to the District any VETC monies received from Clean Energy in connection with compressed natural gas (CNG) purchased by District at County's Midvale complex less \$113,000.00, the amount District owes to County for the cost of infrastructure the County installed to develop a CNG station site at its Midvale complex or any other amounts District owes to County or Fleet.

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- Government Center
- Transfer Station
- Landfill

Fleet will manage the fuel program including issuing fuel cards, cancelling fuel cards, 24-hour access for assistance in using the cards, mileage interface transfer and mileage updates. Fleet will provide tracking, reporting, and adjusting out-of-parameter mileage inputs and odometer error reports.

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#### **18) Purchasing Used Vehicles from Salt Lake County and the District**

If the District determines that purchasing used Fleet equipment or vehicles, or Fleet determines that purchasing used District equipment or vehicles, would meet the needs of the either party, the following process and fees shall be applied:

- Fleet shall determine the value of the equipment or vehicle based on NADA and local market adjustment where applicable.
- Sales agreement will be signed by both parties.

## 2017 FLEET MANAGEMENT FEES

SERVICE DESCRIPTION	UNIT	RATE
Labor Rate: Truck and Heavy shops	per hour	\$ 97.50
Labor Rate: Lube and Small Equipment shop	per hour	\$ 70.00
Labor Rate: Light Duty shop	Per hour	\$ 90.00
Customer Requested Overtime	Per hour surcharge	\$ 25.00
State Inspection: Light Duty Vehicles	per inspection	\$ 25.00
Vehicle Emissions: Light Duty Vehicles	per emission test	\$ 35.00
Lube/Oil Change: Light Duty Vehicles	labor	\$ 25.00
Preventive maintenance package her party, o	H and D	Actual time at hourly rate
Preventive maintenance package – Heavy Duty	B	.5 hours
Preventive maintenance package – Heavy Duty	G	2 hours
Preventive maintenance package – Heavy Duty	M (every 3 years)	4 hours
State Inspection: Heavy Duty	Per inspection	1 hour
Annual Vehicle Inspection	Y PM	1 hour
Registration (non-replacement fund vehicles)	Per vehicle	\$30.00
Parts Markup	% of cost of parts	28%
Sublet	% of cost of sublet	10% Min/ max \$7.50 / \$1,000
CNG Fuel Markup to cover administrative cost	per diesel equivalent gallon	\$ .22
Diesel Fuel Markup to cover administrative and pump maintenance costs	Per gallon	\$ .22
Shop Charge and Environmental Fee	Shop labor	12% on each work order, not to exceed \$120.00 Min/ max \$5.00/\$120.00
Road Call	Per labor hour during road call	\$105.00
Motor Pool Vehicle Type	per hour	\$ 6.00
Standard - Corolla	1/2 day/Full day/Week	\$ 20.00/\$ 34.00 /\$ 165.00
Motor Pool Vehicle Type	per hour	\$ 8.00
Full Size - Camry	1/2 day/Full day/Week	\$ 22.00 /\$ 39.00 /\$ 185.00
Diesel and unleaded fuels will be set to match retail prices at the Midvale fuel station	Per gallon	Up to retail (Added 01/01/16)

3. Other than the foregoing amendment expressly agreed upon by the Parties, all other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the Parties executed this Amendment the day and year recited above, which shall be the date this Amendment is fully executed.

WASATCH FRONT WASTE AND  
RECYCLING DISTRICT:

SALT LAKE COUNTY

By:   
Executive Director

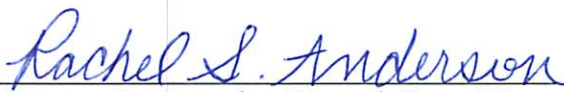
By: \_\_\_\_\_  
Mayor or Designee

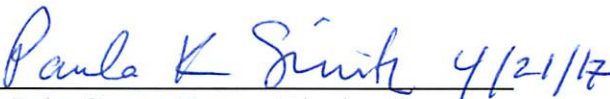
Date: 4/18/17

Date: \_\_\_\_\_

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

  
Attorney Representing Wasatch Front Waste  
and Recycling District

  
Salt Lake County Deputy District Attorney  
Amendment No 2 to WFWRD Interlocal 18Apr17