



SALT LAKE VALLEY TRANSFER STATION ANALYSIS

Salt Lake County Department of Public Works
And Municipal Services



Table of Contents

INTRODUCTION	2
EXECUTIVE SUMMARY	3
LANDFILL OPERATIONAL IMPROVEMENTS	6
1. Entry Scale Approach Extension	6
2. Exit Scale	6
3. New/Improved Roads – Tipping Face and Citizen’s Unloading	7
4. Personnel	7
REVIEW OF INTERLOCAL AND CONTRACTUAL AGREEMENTS	9
1. Salt Lake County and Salt Lake City Interlocal	9
2. Salt Lake County and South Salt Lake City Interlocal and Attachment 1	11
3. Salt Lake County and West Valley City Interlocal	13
4. Salt Lake County and Wasatch Front Waste and Recycling District Interlocal	14
5. Salt Lake County and Western Disposal Agreement.....	16
6. Salt Lake County and E.T. Technologies, Inc. Agreement	18
7. Salt Lake County, Salt Lake City, Salt Lake Valley Gas Producers, LLC Agreement	18
FINANCIAL ANALYSIS.....	19
TIMELINE FOR IMPLEMENTATION.....	21
Appendix A	22
1. Salt Lake County Landfill Improvements.....	23
2. Queuing Lane Extension.....	24
3. Preliminary Construction Cost Estimate For Salt Lake County Landfill Improvements	25
4. Mountain View Corridor Interactive Map.....	26
Appendix B	27
1. Salt Lake County and Salt Lake Interlocal Agreement	28
2. Salt Lake County and South Salt Lake City Interlocal Agreement.....	43
3. Salt Lake County and West Valley City Interlocal Agreement	58
4. Salt Lake County and Wasatch Front Waste and Recycling District Interlocal Agreement	69
5. Salt Lake County and Western Disposal Agreement.....	83
Appendix C	167
1. Transfer Station Closure Summary Analysis	168

INTRODUCTION

During 2017, as part of the 2018 Salt Lake County budget process, the Salt Lake Valley Transfer Station was identified as an operation that is a financial loss to its owners. Although fees are collected at the Transfer Station, the fees do not cover the full cost of operation of the transfer station, hauling of waste to the landfill, and disposal at the landfill. This deficit varies year-to-year, and in 2016, the total deficit was approximately \$2.8 Million.

As a result of this analysis, a proposal was made to close the Transfer Station. This proposal raised concerns from many members of the community, including private and public haulers, who requested the owners to look at other options. As part budget deliberation process, staff was directed to look at three options:

1. Full closure of the Transfer Station.
2. Increasing fees to cover the full cost, or adjusting fees to better reflect the cost of each operation.
3. Other solutions including contracting out operation of the Transfer Station.

The County Council adopted the final 2018 budget which includes funding of the Transfer Station through June 2018 while these options are explored. This report provides an analysis of Option 1 above and outlines and gives recommendations regarding operational, legal, and financial impacts of closing the Transfer Station. Options 2 and 3 will need to be fully explored in the future.

EXECUTIVE SUMMARY

The Salt Lake County Transfer Station has operated in a financial deficit since its inception. In 2016, the shortfall was approximately \$2.8 Million. In recognition of this loss of taxpayer resources, administration has asked staff to analyze the impacts of closing the Transfer Station and directing all traffic to the Landfill.

The Transfer Station was constructed in 1999, with the intent to transfer waste from the Salt Lake Valley to the landfill in East Carbon County. Waste was delivered to the transfer station, loaded onto rail cars and shipped south. In 2007, the trains stopped running and since then, all waste delivered to the transfer station is loaded into large trucks/trailers and transported to the Salt Lake County Landfill.

Staff has identified and analyzed three distinct areas that would be affected by closure of the transfer station:

1. Operational efficiencies needed at the landfill to accommodate the increased traffic.
2. Interlocal and other contractual agreements.
3. Financial impacts.

A list of policy decisions that will need to be made is also included; each of these areas will be addressed separately in this report.

Operational Efficiencies Recommended at the Landfill

One of the most common concerns expressed by customers regarding closure of the Transfer station is delays at the land fill.

While staff anticipates an increase of only 18 to 22 additional commercial trucks per day at the Landfill as a result of the Transfer Station closure, there are several operational improvements which would expedite and improve the garbage trucks' experience and save them time. First is extending the queuing lines to the west along California Avenue. Already, on busy days, trucks stack onto California, and this problem is expected to intensify as South Salt Lake residents are required to bring their waste to the Landfill.

The second recommendation is the addition of an exit scale at the landfill exit at the bottom of the tipping face. This scale would eliminate the need for trucks whose base weight has not been previously entered into the Landfill's system to circle back and go through the scales a second time. This scale could also be reversed and utilized for trucks hauling clean fill, so that they do not need to enter the main queue at all.

Staff is recommending that the road to the tipping face be hard surfaced. Customers continually complain about the mud and other debris that impact their ability to enter and exit the Landfill quickly. Flat tires are also a common complaint. This road will help solve those issues. An additional component of this road is construction of a road from the rear of the citizen's dumping area, to the new exit scale. By keeping the citizen haulers off the main road, traffic conflicts between trucks headed to the tipping face and citizens leaving the landfill will be eliminated.

Finally, staff is also proposing that one additional scale house operator be retained from the transfer station.

Costs for all of these improvements are estimated at \$5,805,748, which includes a 25% contingency. These estimates also assume the most expensive options, and would not all need to be completed simultaneously. A detailed breakout of estimates and preliminary drawings is included in this report and in Appendix A.

Interlocal and Contractual Agreements

While all legal documents acknowledge that the Landfill and Transfer Station are jointly owned by Salt Lake City and Salt Lake County, with the goal of disposing of municipal waste generated by County residents, they differ in conditions, length of terms, and pricing as outlined in this document. In summary, the South Salt Lake, Wasatch Front Waste and Recycling, and West Valley City interlocal agreements are concerned with guaranteeing set rates for certain time periods for their citizen customers, while the Salt Lake City agreement spells out the operating partnership between the two ownership entities. The specifics of each agreement are detailed in the report and full copies of agreements are found in the Appendix. It is worth noting that the Salt Lake City interlocal agreement expires in 2059, the South Salt Lake Agreement expires only upon closure of the transfer station, the West Valley City Agreement expires in 2019, and the Wasatch Front Waste and Recycling Agreement expires at the end of 2018.

There are also three contractual agreements with Western Disposal, E.T. Technologies and the Salt Lake Valley Gas Producers, LLC. Only the Western Disposal agreement is affected by closure of the transfer station.

Financial Analysis

As previously noted, the Transfer Station loses approximately \$2.8 Million annually. The largest loss categories are personnel, operations, and disposal costs – or costs associated with hauling the waste deposited at the transfer station to the landfill. Roughly 40% of all transfer station expenses are incurred through transporting waste to the Landfill. The 2016 revenues of \$5,668,838 only covered 67% of the expenses.

If the Transfer Station were to close, approximately \$5 Million of direct Transfer Station Expenses could be saved in the Solid Waste expense budget, and, after attendant estimations of reduced tonnage at the landfill, it is estimated that the Landfill cost center would see an additional \$2.5 Million in profitability, which could be split equally between the two owners. This increase would be more than sufficient to offset the \$157,500 reduction estimated to each of the owners' dividends resulting from the closure. It is important to note that the dividends are independent of profitability and are assessed on each ton of waste material deposited at either the Landfill or Transfer Station.

A detailed explanation of the cost savings, loss of tonnage calculations, and increased tipping fee revenue at the Landfill are included in the Financial Analysis, which is included later in this report. Additional financial data is also included in the Appendix.

Policy Considerations

While different operating and pricing options are always possible for the Landfill and Transfer Station, there are policy considerations that must be agreed upon by the owners to guide the decisions to be made. Closing the transfer station may increase refuse collection charges to many homeowners in the County, and how they are affected should be considered. The Landfill owners must also agree on how any profits are used, either reinvesting them into the Landfill operations, or taking them out of the fund for other uses. And if overall costs do decline from the closure of the Transfer Station, should the Landfill tipping fees be adjusted to keep the operation revenue neutral or should the Landfill and the Transfer Station be treated as separate cost centers? Additionally, the owners should agree on roles related to hauling and disposal of municipal solid waste.

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LANDFILL OPERATIONAL IMPROVEMENTS

Closing the transfer station will generate approximately 18 to 22 additional commercial trucks per day at the Landfill as well as additional citizen usage on Saturdays which will exacerbate systems that are already taxed. To that end, the following changes are recommended at the Landfill site. Please note, all estimates include a \$25% contingency.

1. Entry Scale Approach Extension

Extend the queuing lines at the three entry scales further east. Currently, trucks using the landfill frequently stack onto California Avenue. This situation is particularly troublesome on Saturdays in the Spring and Summer with citizens coming to dump their accumulated winter waste. Not only does this impede traffic, but it is also dangerous and has resulted in several traffic accidents. Closing the transfer station will mean that South Salt Lake residents who wish to dispose of waste will need to visit the landfill rather than the Transfer Station on Saturdays, causing more traffic and congestion.

The plan is to extend the scale approach and landfill entry approximately 400 feet to the east, constructing three stacking lanes for the scales and adding a separate drive lane for visitors to the complex (see attached drawing – Appendix A). Extension of the scale approach may also require moving the Landfill's sewer lift station, fire hydrant and back-up generator. In addition, it is recommended that all scale houses be modified to accept cash and credit cards.

It is understood that the new entry may need to be modified as UDOT finalizes plans for the Mountain View Corridor (see attached drawing – Appendix A). Through meetings with UDOT, staff believes those impacts will be minimal and may, in fact, improve access by separating landfill traffic earlier. Construction of the Mountain View Corridor from the south, up to California Avenue, is anticipated within the next few years. However, timing of the extension of the Mountain View Corridor to the north is still uncertain.

The cost estimate for the design of this expansion is	\$191,681
The construction estimate is	\$1,661,476
Total estimated costs	\$1,853,157

2. Exit Scale

Addition of an exit scale at the main Landfill exit. Trucks which are not registered in the Wasteworks system are required to both weigh in on arrival at the Landfill, and weigh out when departing. The difference is assumed to be the amount of material that is deposited. Both citizens and commercial haulers follow this procedure. Approximately 50 trucks a day are reweighed.

At the present time, in order to complete the reweighing process, trucks enter the landfill, leave either a credit card or driver's license at the scale house for security, dump their loads, exit the facility then reenter to pay their fees and reclaim their security deposit. This necessitates

turning left on California at the exit, proceeding to the main entry, and again turning left to enter the scale queue. The driver must enter the same line as his first pass so that he may reclaim his security deposit and pay the fees.

Because of the additional traffic anticipated when the transfer station closes, as well as increasing safety concerns related to drivers turning left across California Avenue, staff is recommending that an additional exit scale be added at the bottom of the main road to the tipping face. This scale would be linked to the main scale houses and drivers would be able to pay their fees without circling back through the main entry. A tangential benefit of the additional scale would be to accept fill dirt without having those hauling trucks go through the main entrance, thus streamlining the process.

Cost estimate for the engineering/design of a new scale (includes road design, scale house design and utilities)	\$203,236
Construction estimate (including purchase of new scale, construction of needed supports, Scale house and running utilities to site.	\$2,323,883
Total estimated Costs	\$2,527,119

3. New/Improved Roads – Tipping Face and Citizen's Unloading

Addition of a new road from the citizen's unloading area to the exit scale/landfill exit and paving the road to the tipping face. Currently, citizens who dump their waste materials at the citizens dumping area, must exit back onto the main access road to the tipping face, then turn left onto the exit road before exiting the landfill or returning to the scale house. Adding an exit lane from the rear of the citizen's dumping area to the main exit road will alleviate congestion and increase safety, particularly important as the Landfill anticipates an increase in citizen dumping when the Transfer Station is closed. In addition, locating the road so that it ties in with the proposed exit scale simplifies the travel pattern for citizens.

Many customers complain about driving on the dirt road to the tipping face. In addition, in winter inclement weather, trucks frequently become stuck in the mud. Flat tires are also a common complaint. Paving the road will eliminate delays and improve customer satisfaction caused by the dirt surface.

Cost estimate for design of citizen exit road and Paving the road to the tipping face	\$85,000
Construction estimate	\$1,301,472
Total estimated costs	\$1,386,472

4. Personnel

Additional personnel needed. It is anticipated that the only additional personnel needed would be an operator for the new scale house. This position would be an FTE transferred over to the Landfill from the Transfer Station and would be an ongoing expense.

Cost estimate, (1 FTE & benefits)	\$39,000
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Total Costs

Entry Scale Approach Extension	\$1,853,157
Exit Scale and Improvements	\$2,527,119
Road Improvements	\$1,386,472
Personnel	\$ 39,000 (ongoing)
TOTAL	\$5,805,748

See Appendix A.

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REVIEW OF INTERLOCAL AND CONTRACTUAL AGREEMENTS

There are four interlocal agreements and three contractual agreements associated with the Salt Lake Valley Landfill and Transfer Station. The interlocal agreements are:

1. Salt Lake County and Salt Lake City Interlocal
2. Salt Lake County and South Salt Lake City Interlocal
3. Salt Lake County and West Valley City Interlocal
4. Salt Lake County and Wasatch Front Waste and Recycling District Interlocal

The three contractual agreements are:

1. Salt Lake County and Wester Disposal Agreement
2. Salt Lake County and E.T. Technologies, Inc. Agreement
3. Salt Lake County, Salt Lake City, Salt Lake Valley Gas Producers, LLC Agreement

The following sections of this report provide a summary of each agreement, along with excerpts from the agreement that may affect closure of the transfer station. Full copies of agreements are found in Appendix B.

1. Salt Lake County and Salt Lake City Interlocal

SUMMARY

This interlocal agreement provides guidance for the County and the City as joint owners of the landfill and the transfer station. It outlines the objectives of the owners as well as their relationship with respect to management of the facilities. The following stipulations contained in the agreement have particular bearing on the closure of the transfer station:

- The owners have a legal responsibility to provide waste disposal for their citizens.
- The owners have agreed to consolidate management of the facilities to achieve long term efficiencies.
- The facilities are jointly owned.
- The Solid Waste Management Council adopts and amends rules and regulations for safe and efficient solid waste management and operation of the facilities.
- The Solid Waste Management Council makes determinations regarding the public need for convenience, concessionaries, services or facilities.
- The Solid Waste Management Council recommends uses of the facilities and public policy for operations.
- The Solid Waste Management Council recommends public policy related to revenue so that capital projects and purposes are within revenue projections.
- Real or personal property associated with solid waste management that is owned or acquired by either of the owners is equally owned by both parties.

- Sale of the property is to be used for the benefit of the facility or the owners.
- Major operational changes must be ratified by both owners' mayors.
- This agreement lasts 50 years and can only be terminated by a party by giving a one year notice and making financial arrangements which are acceptable to the other party.
- Upon termination of solid waste operations, the owners equally share the responsibility and cost of modifications needed to change the use of the sites or to continue operations at another site.

EXCERPTS

RECITALS

- A. *The Parties have legal responsibility to provide solid waste management and disposal services to their citizens.*
- B. *The Parties desire to consolidate management of their respective solid waste management and disposal facilities in order to avoid the duplication of functions, to achieve greater economies of scale and system efficiencies, to access more effective technologies, and to provide integrated solid waste services for the public over the long term.*

AGREEMENT

1. *The Parties shall jointly own and operate the Salt Lake Valley Solid Waste Management Facility (together with any other joint solid waste transfer, processing, recycling, or disposal facilities of the Parties, the "Facility").*

10. POWERS AND DUTIES (of Solid Waste Management Council)

- b. *To adopt and amend rules and regulations that it shall from time to time deem to be in the public interest and most likely to advance, enhance, foster and promote safe and efficient solid waste management relative to the business, use, and operation of the Facility, and for the purposes of carrying out the objectives of this Agreement; but the operation of the Facility and all rules and regulations in connection therewith shall not conflict with the terms of this Agreement or any applicable CITY ordinance, COUNTY ordinance, state law, or federal law.*
- d. *To make determinations when required as to the public need and convenience for concessionaires, services or facilities at the Facility.*

11. RECOMMENDATIONS OF THE (Solid Waste Management) COUNCIL

- e. *The fixing and determining the Facility's uses; provided that any use shall be necessary or desirable for solid waste disposal or reclamation purposes;*
- f. *The establishment of public policy for all major operations or activities that require policy determinations.*
- g. *The establishment of public policy regarding programs related to income and revenue in order that the staging of capital improvement projects and land and equipment acquisitions are within anticipated revenues and income projections.*

17. REAL AND PERSONAL PROPERTY

Any real or personal property currently owned or acquired by the CITY or the COUNTY for use by the Facility shall be owned equally by the Parties. Any real or personal property shall be purchased and disposed of in compliance with applicable state and local statutes and ordinances. Any proceeds from the disposition of property shall be used for the benefit of the Facility or the Parties.

13. REVIEW OF COUNCIL ACTIONS

Actions shall take effect only upon ratification by the CITY'S and COUNTY'S mayor.

22. EFFECTIVE DATE AND TERM

The term of this Agreement shall commence upon its execution, and the duration shall be fifty (50) years unless sooner terminated by a Party by giving the other Party one (1) year written notice and making financial arrangements which are acceptable to the other Party. Any early termination must be fair and equitable to all Parties and must insure the ongoing management and operation of the Facility, unless all Parties desire to cease such operation of the Facility, at which time the Facility's assets (land, buildings, equipment, and all other tangible assets) shall be divided on a fair and equitable basis, which include consideration of contributions made by the Parties and all other factors the Parties shall deem appropriate.

22. TERMINATION

Upon termination of solid waste management and disposal operations under any of the conditions set forth herein, the Parties shall retain responsibility for and shall equally share in the cost of any work, services or materials required to restore, close, monitor, or change any sites used in said operations to other uses, and shall comply with any applicable local, state, or federal law or regulation in the event the COUNCIL terminates operations at any site in order to continue operations at another.

2. [Salt Lake County and South Salt Lake City Interlocal and Attachment 1](#)

SUMMARY

This 50-year interlocal agreement and attachment provides guidance for the County and South Salt Lake City (SSL) with respect to the location of the transfer station within the SSL boundary and with respect to SSL's residents' use of the transfer station. The following stipulations contained in the agreement have particular bearing on the closure of the transfer station:

- SSL hosts the transfer station which was approved and built under a conditional use permit.
- Municipal solid waste disposal fees are waived for SSL residents.

- Saturday yard waste fees are waived for SSL residents.
- The transfer station must be open two Saturdays per month for four hours each Saturday.
- Semi-annual city cleanup fees are waived for SSL and its residents.
- If the semi-annual city cleanup waste cannot be disposed of at the transfer station due to the nature of the waste, it shall be accepted for no fee at the Salt Lake Valley Landfill.
- This agreement terminates upon abandonment or closure of the transfer station.
- The conditional use permit for the transfer station does not give approval for additional or other tenants (Attachment 1 to the agreement).
- SSL City is allowed to use the transfer station free of charge for the life of the facility.

EXCERPTS

The CITY is willing to grant the OWNER a conditional use permit based on certain terms and conditions imposed by the CITY's Planning Commission. The CITY is also willing to host the facility based upon the terms and conditions set forth herein.

1. *The term of this agreement is fifty (50) years, commencing on January 1, 1999. This agreement may be amended for a similar term upon mutual agreement of the parties hereto.*
2. *The CITY agrees to issue the OWNER a conditional use permit upon compliance with the terms and conditions set forth by the CITY's Planning Commission. The terms of that permit are attached as Attachment 1 and incorporated herein by this reference.*
3. *The OWNER agrees to waive all fees and all assessments or charges whatsoever, for the disposal of municipal solid waste at the transfer station for the Residences of the CITY in the following categories:*
 - a. *Disposal Fees are waived for municipal solid waste generated by South Salt Lake Residents which is collected by the CITY or by residential collection contractors pursuant to contract with the CITY.*
 - b. *Disposal Fees are waived for household and yard waste from family Residences within the CITY brought to the transfer station on all Saturdays except when the facility is closed. It is anticipated that the facility will be open from 1:00 p.m. to 5:00 p.m. on such days as will be arranged but not less than two times a month.*
 - c. *Disposal Fees are waived for waste generated from the CITY and its Residents in the CITY's semi-annual clean-up, whether the waste is brought by CITY trucks or haulers under contract with the CITY. Advanced notice and verification of such waste shall be provided to the transfer station. In the event the transfer station cannot dispose of such waste, due to the nature of the waste, it will be diverted to and accepted at no charge at the Salt Lake Valley Solid Waste Facility*
 - d. *The fee waivers for the CITY and its Residents shall commence when the transfer station has been constructed and received its occupancy permit. In the event that an occupancy permit is not granted by April 1, 1999, the CITY shall be entitled to dispose of the waste detailed in this agreement at the*

Salt Lake Valley Solid Waste Facility Landfill for no fee. If the transfer station is temporarily closed due to I-15 construction or for other reason, the waiver of fees for CITY Residences shall be granted at the Salt Lake Valley Solid Waste Facility. The fee waiver shall remain in effect for the useful life of the transfer station. Upon closure or abandonment of the transfer station by the OWNER this agreement shall terminate.

6.

- a. *The CITY understands that the transfer station is permitted and licensed only for municipal solid waste*

Salt Lake County and South Salt Lake City Interlocal, Attachment 1: Staff Recommendation

2. *If approved, this Conditional Use Permit is for the Salt Lake Valley Transfer station only; it gives no approvals for additional or other tenants whether permitted, not permitted or needing Conditional Use Permit approval*
7. *The City of South Salt Lake will be allowed to use the facility free of charge for the life of the facility*
9. *The residents of South Salt Lake are allowed to use the facility free of charge to unload yard and household wastes. The day(s) and time(s) to be determined. It is anticipated that 4 hours on Saturday would be set aside for residents of the City.*

3. Salt Lake County and West Valley City Interlocal

SUMMARY

This interlocal agreement gives West Valley City a discount of \$1.75 for tipping fees at the landfill. In exchange for the discounted rate, West Valley City agrees to require its hauling contractor to dispose of 100% of waste collected within West Valley City at the landfill facility. Closure of the transfer station will not affect this agreement.

EXCERPTS

1.

- a. *West Valley hereby agrees that for the term of this Agreement it shall require its residential waste contractor or collector to dispose of all waste collected within West Valley at the Facility.*
- c. *West Valley agrees to reimburse the Salt Lake Valley Landfill one dollar seventy-five cents (\$1.75) for each ton dumped at the Facility from the date this Agreement becomes effective should West Valley terminate this Agreement prior to the end of the initial ten (10) year term. This amount shall not exceed Four Hundred Thousand Dollars (\$400,000)*

4. Salt Lake County and Wasatch Front Waste and Recycling District Interlocal

SUMMARY

This interlocal agreement between Salt Lake County and Wasatch Front Waste and Recycling District (WFWRD) provides background and guidance for WFWRD's use of the transfer station and the landfill. The following stipulations contained in the agreement have particular bearing on the closure of the transfer station:

- Salt Lake County and Salt Lake City have a mutual interest in securing commitments to the landfill.
- WFWRD has an interest in securing access to set levels of service and pricing.
- The term of this agreement is through the end of 2018.
- The agreement is automatically renewed for an additional 5 years subject to the ability of either party to terminate during this second 5-year term.
- During the second 5-year term, fee increases in excess of \$5 from the last increase, and fee increases in excess of what other disposal facilities charge may result in termination of the agreement.
- WFWRD may negotiate service level adjustments once per year due to growth, technology, or fee increases.
- Percentage changes in the district's service area must correspond with residential development or industry changes.
- Waste will be accepted at the landfill and at the transfer station.
- The district will bring 85% of its net waste stream to the landfill or the transfer station.
- Fees may not change more than once per year and must be based on costs of service.
- The County shall formulate and approve its annual budget for the landfill and for the transfer station with input and approval from Salt Lake City and/or the Salt Lake Valley Solid Waste Management Council and in accordance with the interlocal agreement between the County and the City.
- Property will not be held jointly and property management shall be done by either party in the same manner as it deals with other property.

EXCERPTS

RECITALS

- D. *Salt Lake County and Salt Lake City, through an interlocal agreement, jointly operate the Salt Lake County landfill and transfer station. Both the County and City have a mutual interest in securing commitments to the Salt Lake County landfill. Likewise, the District is benefited if it can secure access to set levels of service and pricing for customers while providing flexibility for technological advancements within the waste industry and changes to its customer base.*
- E. *The Parties Desire to enter into this Agreement to describe and delineate the scope of their mutual cooperation and to commit to standard service levels and pricing for the benefit of both parties.*

AGREEMENT

1.
 - a. *This Agreement shall continue in full force and effect until 11:59 p.m., local time, on December 31, 2018 provided, however that this Agreement shall automatically be renewed for an additional term of five (5) years subject to the ability of either Party to terminate the Agreement during the second term of the agreement, as provided in sub-paragraph b., below.*
 - b. *During the second five year term of the Agreement, it is understood and agreed by the Parties that this Agreement may be terminated if the County increases a tipping fee by more than five (5) dollars from the last County Council approved fee and such fee increase exceeds the fees charged by other local disposal sites. In the event of such termination, the Party entitled to issue the notice of termination shall have no further obligations or responsibilities under this Agreement, other than obligations and responsibilities that had fully matured before the effective date of termination. The parties agree that early termination of this Agreement for unresolved fee increases under Section 2.a.iii shall be the exclusive remedy of either party.*
2.
 - a. *The District may negotiate with the County one service level adjustment during each year of the term of this Agreement. All adjustments will be in writing and will be based upon one or more of the following*
 - i. *Growth within the areas currently served by the District;*
 - ii. *Any significant technological advancement within the waste industry; or,*
 - iii. *Any County Council approved rate changes during the pendency of this Agreement.*
 - b. *The Parties agree that no changes will be made to the percentage commitments in the District's service area unless there is a corresponding increase in residential development within the service area or significant advancement within the waste industry that justifies a percentage or other service area adjustment.*
3.
 - a. *County will accept such waste at the landfill located at 6030 West California Avenue (the "Landfill") and at the transfer station located at 3300 South 502 West (the "Transfer Station"), and any other location established by the Salt Lake Valley Landfill Council either for routine or emergency disposal.*
 - b. *County will accept green waste collected by the District, including grass, leaves, trees, branches, vegetables, fruits, coffee grounds, tea bags and egg shells suitable for composting purposes ("Green Waste".) County will accept and appropriately process such green waste at the landfill composting facility located at 6030 West California Avenue.*
 - c. *District agrees to take not less than 85% of the District's collected annual "net waste stream" to either the Landfill or the Transfer Station, and County agrees to accept such waste delivered by the District during the term of this Agreement.*

- d. *District agrees to take not less than 75% of the District's collected Green Waste to the Landfill and the County agrees to accept green waste delivered by the District during the term of this Agreement determined on an annual basis.*
- 4.
 - a. *District shall pay to the County the applicable tipping fees as established by Salt Lake County and approved by the Salt Lake County Council.*
 - d. *Landfill tipping fees, Transfer Station fees, green waste and the leaf processing fee are subject to change not more frequently than annually, but any increase shall be based on the County's document cost of services as documented and provided to the District, or study based with findings and recommendations provided to the District. The County shall not increase any tipping fee, Transfer Station fee, Green Waste, or leaf processing fee without a minimum of ninety (90) days advance written notice to the District.*
- 5.
 - c. *The duration of the Agreement is as set forth in paragraph 1 and this Agreement may be terminated as provided in paragraph 1 or paragraph 10.*
 - d. *The District shall be responsible for formulating and approving its annual budget and the County shall be responsible for formulating and approving its annual budget and, in particular, the annual budget of the Landfill and of the Transfer Station, with input and approval from Salt Lake City and/or the Salt Lake Valley Solid Waste Management Council and any other approval as may be required by the interlocal agreement between the County and Salt Lake City.*
 - e. *To the extent that a Party acquires, holds, and disposes of 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 and there will be no jointly owned real or personal property.*

5. Salt Lake County and Western Disposal Agreement

SUMMARY

This contract between Western Disposal, Inc. and Salt Lake County outlines work to be performed by Western Disposal to transport waste from the transfer station to the landfill. The agreement was executed in 2006 and runs for a term of 10 years with options to renew for two additional 5-year terms. However, the County may terminate the agreement for convenience, without penalties, after the agreement has been in effect for 7 years. The seven year period is past which makes this option available.

Items of note in the RFP:

1. Convenient location of the transfer station is mentioned (central location in the valley)
2. "...there is no longer a need to export waste (outside of the County) to extend the life of the Salt Lake Valley Landfill.

3. County reserves the right to terminate this agreement with a 30-day notice.

EXCERPTS

WHEREAS, COUNTY, on behalf of the Salt Lake Valley Solid Waste Management Council, a joint enterprise of Salt Lake County and Salt Lake City, desires to obtain services to transport solid waste from the Salt Lake Valley Transfer Station to the Salt Lake Valley Landfill, or other permitted landfill; transport solid waste to the Salt Lake Valley Landfill; and recycle waste at the Salt Lake Valley Transfer Station, and has issued a Request for Proposals (RFP) seeking offers to provide said services from qualified suppliers thereof;

17. *Unless sooner terminated pursuant to other provisions of the Agreement, the Agreement shall be effective upon execution by the second of both parties and shall continue in effect for a period of ten (10) years from the date of execution ("Term"). This agreement may be renewed at the end of the initial Term for an additional five-year term, and, at the end of the second term, for one (1) additional five-year term, upon the same terms and conditions as set forth in this Agreement.*

18.

- b. *After this Agreement has been in effect for a period of seven (7) years, COUNTY may terminate this Agreement, in whole or in part, when it is in the COUNTY's interest. If this Agreement is terminated for convenience, COUNTY shall be liable to CONTRACTOR only for payment under the payment provisions of this Agreement for services rendered and/or work done prior to the effective date of termination. In no case will COUNTY pay CONTRACTOR for CONTRACTOR's lost or expected profit on work not performed due to COUNTY's termination.*

Salt Lake County and Western Disposal Agreement, Exhibit 1: Request for Proposals

- V. *During the last year the inflow of waste going to the Salt Lake Valley Landfill declined by about 30%. This has reduced revenues and increased costs per ton for disposal. Also, many other programs and services which are very beneficial to the residents are now in jeopardy because of the loss of revenue. The citizen unloading station, household hazardous waste site, composting project, recycling education, and Salt Lake City & Salt Lake County residential collection programs have historically been financially supported by the landfill operation. Also, because of the convenient location of the Salt Lake Valley Transfer Station there are opportunities to expand the recycling of its incoming waste.*

There is an existing contract for the disposal of waste now coming into the Salt Lake Valley Transfer Station. Because of ongoing disposal costs and waste flow concerns this contract may be canceled if a response to this RFP is selected that provides lower disposal fees, more stability, and long term benefits for Salt Lake County residents. With the reduction of waste coming to the Salt Lake Valley Landfill there is no longer a need to export waste to extend the life of the Salt Lake Valley Landfill.

Salt Lake County and Western Disposal Agreement, Attachment E

- I. *County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Consultant at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Consultant shall be paid for all services up to the date of termination. Consultant agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Consultant to any right or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.*

6. Salt Lake County and E.T. Technologies, Inc. Agreement

This contract does not affect closure of the transfer station, nor does closure of the transfer station affect this contract. This contract is not included in the Appendix.

7. Salt Lake County, Salt Lake City, Salt Lake Valley Gas Producers, LLC Agreement

This contract does not affect closure of the transfer station, nor does closure of the transfer station affect this contract. This contract is not included in the Appendix.

FINANCIAL ANALYSIS

In 2016 the total expenses for the Transfer Station were \$8,497,318. This was the full cost of running the Transfer Station including personnel, operations, transportation, depreciation, administration, owner distributions (dividends), and disposal costs. The total revenue was \$5,668,838. This equated to a loss at the Transfer Station of approximately \$2.8 Million.

Personnel	\$849,390
Operations	\$2,900,103
Depreciation	\$391,794
Distributions	\$627,327
Allocated Admin	\$326,134
Disposal Costs	\$3,402,570
Total Expenses	\$8,497,318
Revenues	\$5,668,838
Profit/Loss	(\$2,828,480)

As part of the budget process Public Works was asked to look at the benefit of closing the Transfer Station. At the time the budget was submitted the preliminary numbers showed that the County and City would benefit by closing the Transfer Station by about \$2.7MM. Public Works committed to the Mayor's Office that a more in-depth financial analysis would be completed by the end of 2017. County staff worked closely with Salt Lake City's fiscal manager for the Sustainability Department in completing this analysis.

Financial Assumptions

To complete the financial analysis, a number of assumptions were made. These included not only the volume of waste that would go to the Landfill, but also other operational adjustments that would then be made. These assumptions were used as a baseline:

- Estimated decrease to tonnage volumes of 90,000/tons from the Transfer Station.
- Reduce overall Transfer Station revenues by 50% due to estimated 90,000 tonnage decrease.
- Eliminate 100% of Transfer Station personnel FTE's and costs.
- Eliminate 100% of Transfer Station Operational costs.
- Eliminate 100% of Transfer Station allocated administrative costs.

- Eliminate 100% of Transfer Station Depreciation costs, all equipment would be need to be sold or retired.
- Reduce owner dividends from the Transfer Station by 50% due to estimated 90,000 tonnage decrease. Remaining dividend would be charged at the Landfill
- Reduce HHW costs from the Transfer Station by 50% due to estimated 90,000 tonnage decrease. Remaining HHW would be charged at the Landfill
- Reduce closure/post closure costs by 50% from the Transfer Station due to estimated 90,000 tonnage decrease. Remaining closure/post closure costs would be charged at the Landfill
- Reduce Landfill variable operational costs by \$951,262 due to estimated 90,000 tonnage decrease.
- Owners will split 50/50 any additional Landfill profits generated from the Transfer Station closure cost savings and Landfill efficiencies.
- Add one FTE to the Landfill (scalehouse operator).
- Although not part of the financial analysis, there is a proposal (above) to make an investment \$5.8 Million in efficiency improvements at the Landfill.
- Building and equipment costs at the Transfer Station are eliminated immediately. Realistically, this will take some time.
- Numbers used in Financial Analysis were for year end 2016 and may fluctuate annually.

Financial Benefit of Closing the Transfer Station

“Best Case,” “Anticipated,” and “Worst Case” scenarios are listed below.

Customer	2016 Annual Tons	Best Case Est. Tons	Anticipated Est. Tons	Worst Case Est. Tons
WSTCH FRNT WSTE & RECYCLE DIST	81,002	12150	0	0
SLC PUB SERV/SANITATION	41,861	41,861	41,861	41,861
WASTE MANAGEMENT OF UTAH	23,888	23,888	23,888	0
WSTCH FRNT WASTE-ROLLOFF	7,868	0	0	0
SOUTH SALT LAKE, CITY OF	4,719	4,719	4,719	0
SALT LAKE DUMPSTER/RM SQRD	1,984	1,984	1,984	0
TIGER SANITATION, LLC	1,408	1,408	1,408	0
ROBINSON WASTE	1,076	1,076	1,076	0
AMERICAN ROOFING	1,052	1,052	1,052	0
WSTCH FRNT WASTE RECYL-TRAILER	1,131	0	0	0
ALL OTHER COMMERCIAL	12,157	12,157	12,157	0
Total TS Tons	178,145	100,295	88,145	41,861

Roughly, an additional loss of tonnage could change the net profit as follows :

Category	Best Case Estimate	Anticipated Estimate	Worst Case Estimate
Tonnage	-77,850	-90,000	-136,284

Revenues	-2,440,629	-2,905,492	-4,290,854
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Personnel	-849,390	-849,390	-849,390
Operations	-2,188,212	-2,188,212	-2,188,212
Indirect	0		0
Depreciation	-391,794	-391,794	-391,794
Distributions	-272,475	-318,819	-460,477
HHW	-144,023	-170,973	-243,395
Closure/Post Closure	-177,498	-190,983	-310,727
Variable Cost (Loss of Tons)	-938,504	-951,262	-999,861
Allocated Admin	-326,134	-326,134	-326,134
Total Adjustments	-5,288,030	-5,387,567	-5,769,990

Landfill Revenues	12,857,624	12,857,624	12,857,624
Revenue After Adj	10,416,995	9,952,132	8,566,770
Landfill Expenses	13,776,378	13,776,378	13,776,378
Expenses after Adj	8,488,348	8,388,811	8,006,388
Profit & Loss	-918,754	-918,754	-918,754
Profit & Loss Adj	1,928,647	1,563,321	560,382
Difference	2,847,401	2,482,075	1,479,136

Profit Distribution

Owner	Best Case	Anticipated	Worst Case
Salt Lake City	\$1,423,700	\$1,241,037	\$739,568
Salt Lake County	\$1,423,700	\$1,241,037	\$739,568

LOSS OF OWNER DISTRIBUTION

Currently, Salt Lake County and Salt Lake City each receive an owner dividend of \$1.75/ton. With the anticipated loss of 90,000 tons, it would result in a loss of dividend for Salt Lake County and Salt Lake City of \$157,500 each. If the worst case scenario occurs, the dividends would decrease by another \$72,738 each. Any loss in dividends would be covered by the increase in profitability.

INCREASED LOADS AT THE LANDFILL

As of 12/31/2016 the Transfer Station was receiving 178,145 tons annually that were being transported from the Transfer Station to the Landfill by Western Hauling. The Western Hauling trucks can carry

approximately 27 tons of material. This means that on average the Landfill is receiving approximately 25 trucks from Western Hauling daily. With the closing of the Transfer Station the individual disposal trucks would have to go directly to the Landfill. These trucks can carry approximately 7 tons of material. It is anticipated that of the 178,145 tons that are currently going to the Transfer Station, only 88,145 would continue to go to the Landfill if the Transfer Station were to close. This would equate to approximately a total of 43 trucks daily. This would be an increase of 18 trucks/day. With this increase in traffic it might be necessary to open an additional exit scale with an FTE. This could cost \$39,000 annually of personnel.

In order to mitigate the incoming traffic the Landfill could also change its weigh back procedures by increasing the weight limit before trucks have to come back to the scale house and re-weigh. Currently, that limit is set at 9,000 lbs.

BUILDING HOLDING COSTS

This analysis assumes that if the Transfer Station is shut down all building costs go away immediately. If the County were unable to dispose of the building then there could be potential costs associated with holding the Transfer Station. Those costs could be as much as \$316,000 annually. These costs include maintenance on the building, utilities, and other miscellaneous costs.

POLICY CONSIDERATIONS

While the closure of the Transfer Station may reduce expenses for the Landfill fund, there are a number of policy considerations that must be evaluated before a decision is made.

- Government operations often provide services that support broader public benefits rather than creating a direct profit. In this case, the location of the transfer station reduces the overall cost to homeowners for their waste collection services. If the transfer station is closed, the refuse collection fees for homeowners in Salt Lake City, South Salt Lake and other communities in the County will likely increase. Estimates are that households could see potential increased fees of \$1-\$2 per month due to this closure. Should this be considered as a part of the decision process?
- The Landfill is an independent enterprise fund supported by the fees it collects. If operational changes are found that create a surplus from Landfill operations, should those profits be reinvested into the Landfill or taken out by the owners?
- Finally, while the transfer station has historically cost more to operate than the revenue it brings in, the Landfill tipping fees have been set so that they cover this loss, and create a profit in that portion of the operation. If losses are eliminated by closing the transfer station, should Landfill tipping fees then be reduced to keep the operation revenue neutral?

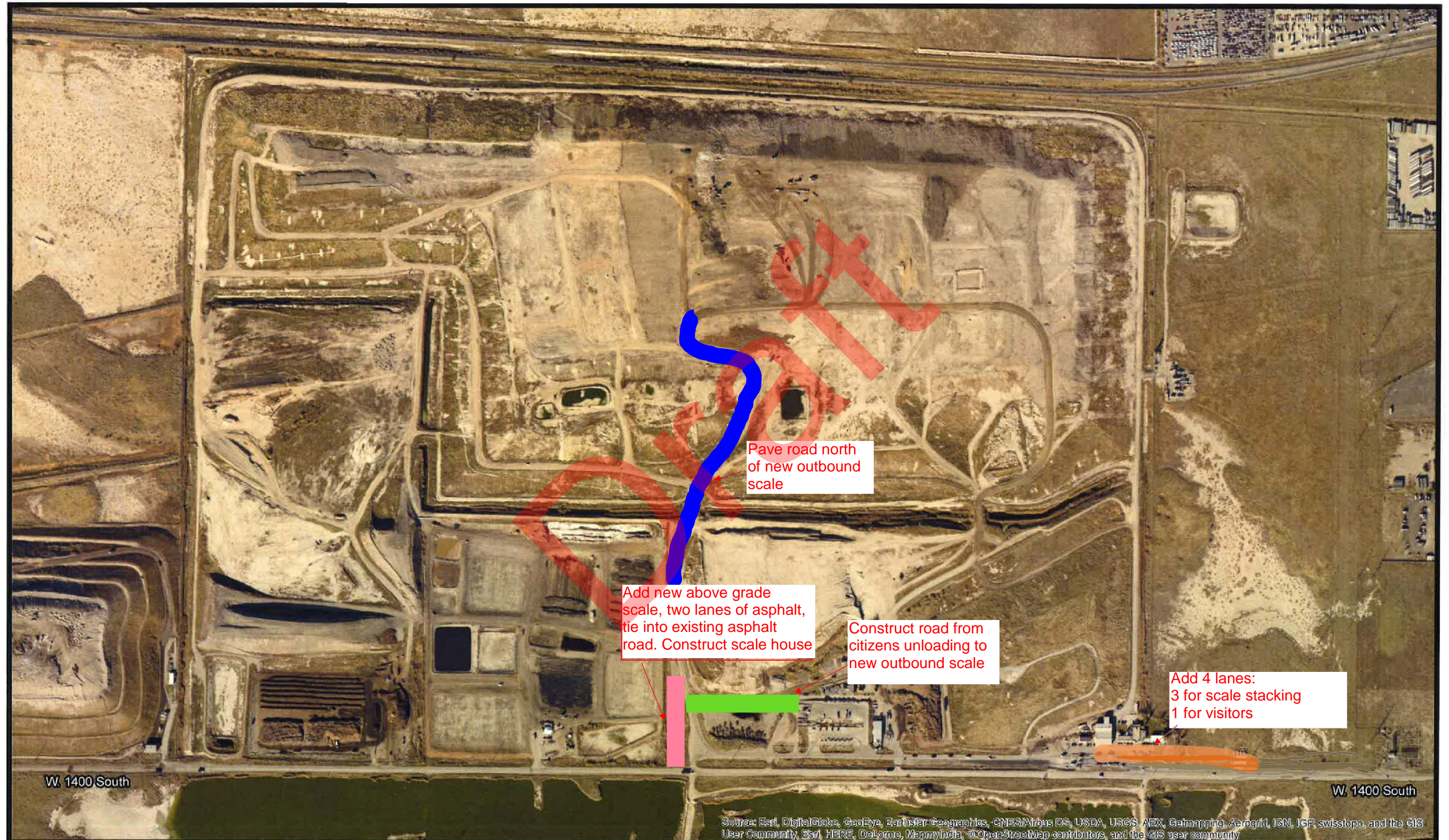
TIMELINE FOR IMPLIMENTATION

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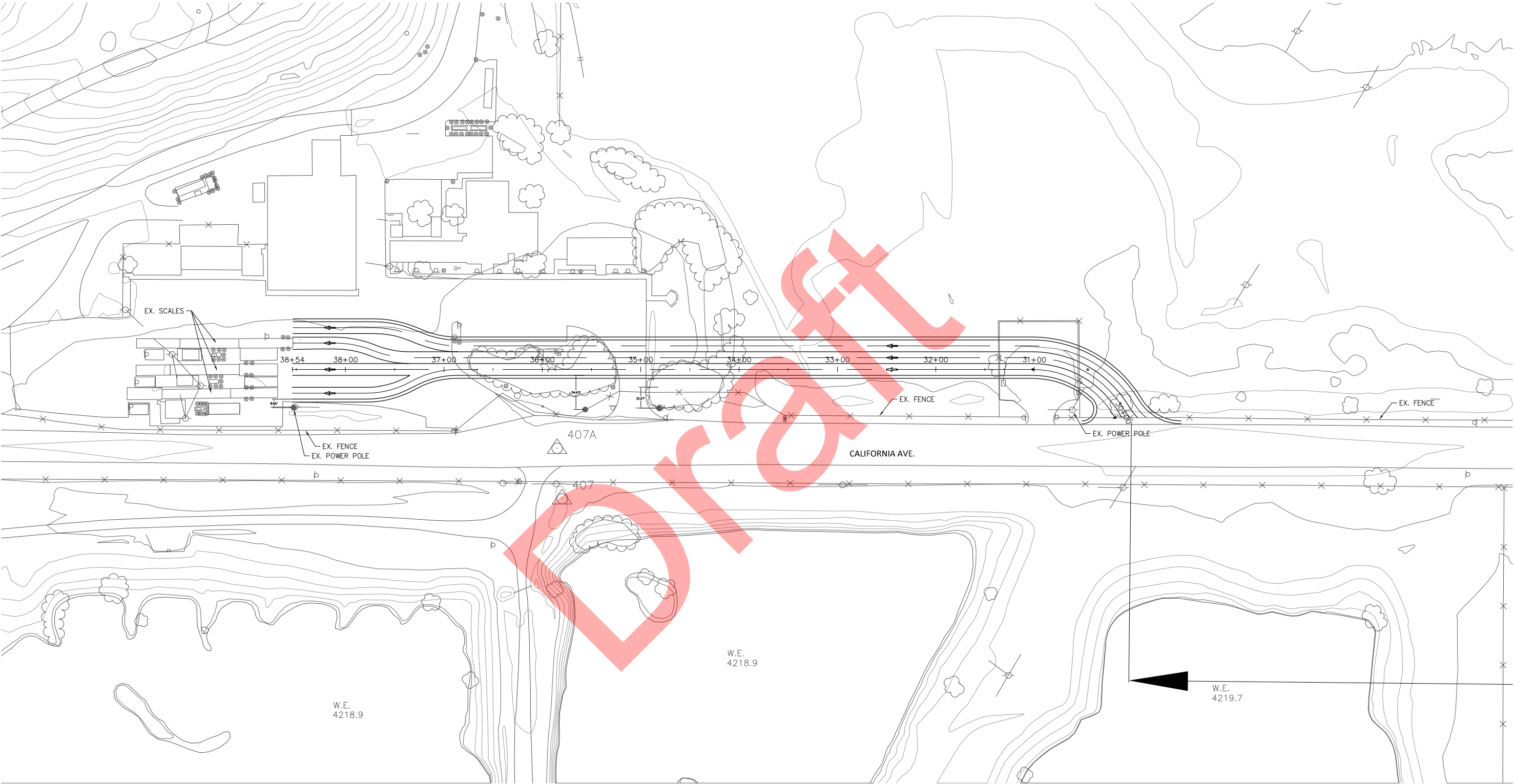
Appendix A

1. Salt Lake Valley Landfill Improvements

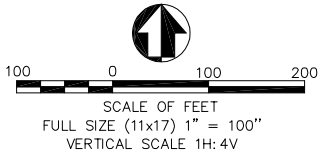
23



2. Queuing Lane Extension



NEW ENT_B
PLAN



NO.	REVISION	MADE BY	DATE

DESIGNED BY:	RMB
DRAWN BY:	RMB
CHECKED BY:	JM
DATE CHECKED:	11/2017



SALT LAKE COUNTY DEPARTMENT OF
PUBLIC WORKS AND MUNICIPAL SERVICES

2001 SOUTH STATE STREET
PO BOX 144575, SALT LAKE CITY, UTAH, 84114-4575

NEW-ENT_B SITE PLAN

SALT LAKE COUNTY LANDFILL

PROJECT NUMBER:	170015
FILE NUMBER:	170015
SHEET NUMBER:	5 OF 15

3. Preliminary Construction Cost Estimate For Salt Lake County Landfill Improvements				
	Quantity	Units	Price	Cost
Granular Borrow	1,811	CY	\$18.0	\$32,598.00
Roadway Excavation	4,193	CY	\$13.0	\$54,509.00
Untreated Base Course 12in Thick	6,098	CY	\$30.0	\$182,940.00
HMA - 3/4 Inch 6in Thick	6,455	Ton	\$250.0	\$1,613,750.00
Rotomilling - 1 Inch	19,257	SF	\$1.3	\$25,034.10
Remove Concrete Pad Recycling Station	8,000	SF	\$5.0	\$40,000.00
Relocate Fire Hydrant and Valve	1	EA	\$9,000.0	\$9,000.00
New Outbound Scale House	1	EA	\$250,000.0	\$250,000.00
New Outbound Scale	1	EA	\$250,000.0	\$250,000.00
Remove and Relocate Sewer Lift Station	1	EA	\$150,000.0	\$150,000.00
Remove and Relocate Backup Generator	1	EA	\$260,000.0	\$260,000.00
Run Utilities - Operations Bldg to Scale house (Not Including Sewer)	2,700	LF	\$30.0	\$81,000.00
Incidentals (5%)	1	LS	\$184,000.0	\$184,000.00
Traffic Control (1%)	1	LS	\$37,000.0	\$37,000.00
Mobilization and Demobilization (10%)	1	LS	\$368,000.0	\$368,000.00
Construction Surveying/Layout (3%)	1	LS	\$111,000.0	\$111,000.00
Site Clearing (1%)	1	LS	\$37,000.0	\$37,000.00
ENGINEER'S OPINION OF PROBABLE COST				\$3,685,831.10
Contingency (25%)				\$1,327,000.00
Construction Engineering (8%)				\$294,000.00
ENGINEER'S OPINION OF TOTAL CONSTRUCTION COST				\$5,306,831

Preliminary Construction Cost Estimate Breakdown	
1. New entry to the landfill from the eastern property line to the existing entrance including: <ul style="list-style-type: none"> a. Three lanes of traffic for garbage trucks and other scale users b. One lane for visitors to landfill or ET office. c. Design and relocate the sewer lift station d. Design and relocate the fire hydrant e. Design and relocate the back up generator f. Remove the recycling station (concrete pad to the east of the existing entrance) 	\$1,681,476
2. Construction of new lane on the west side of the main road to/from the tipping face to the new scale and: <ul style="list-style-type: none"> a. Road to the scale table b. Road down from scale table to tie in to existing road before exit c. Utilities run from landfill operations to new scale, including necessary computer cabling, power, etc. d. Construction of scale house 	\$2,323,883
3. Construction of new road from north side of citizens unloading area across access road to tipping face, to new scale	\$1,301,472
4. Paving of existing dirt road to tipping face from end of asphalt to top of hill (see drawing)	

Note: This estimate is based on a preliminary design and Qty's could change when a more exact design is performed
25% contingency was included in this concept level estimate

4. Mountain View Corridor Interactive Map

A MVC story map

Welcome! Please check out the map below to view the Mountain View Corridor planned construction.



Appendix B



1. Salt Lake County and Salt Lake City Interlocal Agreement

PX09164C
Contract No. ~~PX 071566~~
D.A. No. 2008-1285

**INTERLOCAL COOPERATION AGREEMENT
SOLID WASTE MANAGEMENT
SALT LAKE COUNTY AND SALT LAKE CITY**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "CITY"), and SALT LAKE COUNTY, a political subdivision of the State of Utah (the "COUNTY"). The CITY and the COUNTY are referred to collectively as the "Parties."

RECITALS

- A. The Parties have legal responsibilities to provide solid waste management and disposal services to their citizens.
- B. The Parties desire to consolidate the management of their respective solid waste management and disposal facilities in order to avoid the duplication of functions, to achieve greater economies of scale and system efficiencies, to access more effective technologies, and to provide integrated solid waste services for the public over the long term.
- C. The Parties recognize that certain support functions with regard to operation of consolidated solid waste functions could well be provided by the COUNTY and by the CITY.
- D. The Parties have previously entered into an Interlocal Cooperation Agreement, dated the 14th day of November, 2000, in which the above-mentioned goals were stated and addressed.

E. Certain circumstances have arisen since the execution of that prior agreement that require the Parties to amend and restate that agreement to the end that the Parties' goals may be better accomplished.

F. The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, allows the Parties to enter into a cooperative agreement of mutual advantage to provide services and facilities in the best interests of their needs and development and to provide the benefit of economies of scale.

G. The Mayor of the CITY and the Mayor of the COUNTY have been authorized to make and execute this amended Agreement as provided by law. In consideration of the promises, representations and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. FACILITY.

The Parties shall jointly own and operate the Salt Lake Valley Solid Waste Management Facility (together with any other joint solid waste transfer, processing, recycling, or disposal facilities of the Parties, the "Facility").

2. SOLID WASTE MANAGEMENT COUNCIL.

A management council shall be established, to be known as the Salt Lake Valley Solid Waste Management Council (the "COUNCIL").

3. APPOINTMENT OF COUNCIL MEMBERS.

The COUNCIL shall consist of five (5) members, as follows: the COUNTY's Mayor, or a designee of said Mayor; the CITY's Mayor, or a designee of said Mayor; one elected official, or a designee of said official, designated by the Salt Lake County Council of

Governments, who is not an official or an employee of the COUNTY or the CITY but whose municipality is served by the Facility; one member of the Salt Lake Valley Board of Health or the Director of Health as designated by such Board, or a designee of the Salt Lake Valley Board of Health or the Director of Health, as the case may be; and one member with technical expertise in the field of solid waste management, said expert member to be selected by the COUNCIL members who represent the CITY, the COUNTY, and the Salt Lake Valley Board of Health.

4. TERMS OF COUNCIL MEMBERS.

COUNCIL members shall have terms as follows:

A. Members required to be elected officials shall serve until expiration of the current term of their elected office and may be reappointed for periods to coincide with subsequent terms of their elected office.

B. Members designated by the Salt Lake Valley Board of Health shall serve terms concurrent with their term on the Board of Health or as Director of Health; or a designee of the Board of Health or Director of Health, shall serve until replaced by the Board of Health or Director of Health, as applicable.

C. The term of the member of the COUNCIL selected for his or her technical expertise in solid waste management shall be as determined by a majority of the COUNCIL members, but shall not exceed four (4) years unless the member is reappointed by a majority of the COUNCIL members for one additional period of not to exceed a period of four (4) years. This provision limiting the term of the technical expert shall not be applied retroactively.

5. REPLACEMENT OF COUNCIL MEMBERS.

Any COUNCIL member, except those who are elected officials whose terms have not yet expired, may be replaced at any time by the authority through whom such members were appointed.

6. QUORUM OF COUNCIL.

Four members of the COUNCIL shall constitute a quorum for the transaction of business.

7. COUNCIL OFFICERS.

Beginning January 2, 2009 the COUNTY's representative shall become chair of the COUNCIL and the CITY's representative shall become the vice-chair of the COUNCIL, who shall perform the duties of the chair during the absence or disability of the chair. On the first business day of each subsequent calendar year the CITY'S representative and the COUNTY'S representative shall trade positions as chair and vice-chair, as the case may be.

8. COUNCIL MEETINGS.

The COUNCIL shall convene for regular meetings to be held as determined by the COUNCIL. Special meetings may be ordered by the chair or a majority of the COUNCIL members. All meetings shall comply with the Utah Open and Public Meetings Act, Title 52 Chapter 4, Utah Code Annotated, 1953, as amended.

9. APPOINTMENT AND REMOVAL OF THE DIRECTOR.

The COUNTY's Mayor, after consulting with the CITY's Mayor, and after consulting with and receiving the recommendation of the COUNCIL, shall appoint an Executive Director (the "Director") who shall be directly responsible to the COUNCIL for overseeing the

long term strategic planning, policy development, external affairs, financial management, engineering, and operations of the Facility. The Director may only be removed by the COUNTY's Mayor, after consulting with the CITY's Mayor and the COUNCIL. The Director shall select employees for the Facility; however, the COUNCIL shall have the right to approve or disapprove the number of the employees hired. Nothing herein shall prevent the COUNTY's Mayor or designee from appointing a COUNTY merit employee as Director. Nothing herein shall prevent the Director from occupying other positions under the COUNTY's merit system, even though removed as Director.

10. POWERS AND DUTIES.

The COUNCIL shall have the following powers and duties:

A. To establish rules and regulations for the conduct of COUNCIL meetings as the members shall deem advisable; provided, however, that such rules and regulations shall not conflict with this Agreement or applicable COUNTY, CITY, state, or federal law.

B. To adopt and amend rules and regulations that it shall from time to time deem to be in the public interest and most likely to advance, enhance, foster and promote safe and efficient solid waste management relative to the business, use, and operation of the Facility, and for the purposes of carrying out the objectives of this Agreement; but the operation of the Facility and all rules and regulations in connection therewith shall not conflict with the terms of this Agreement or any applicable CITY ordinance, COUNTY ordinance, state law, or federal law.

C. To establish rate structures and fees for services or facilities furnished to the public or to any person, firm, or corporation, public or private, or for granting rights, privileges, or concessions at the Facility.

D. To make determinations when required as to the public need and convenience for concessionaires, services or facilities at the Facility.

E. To appoint committees to study, consider and make recommendations on matters to be presented to the COUNCIL.

F. To assist the Director in every way possible for the orderly operation of the Facility and programs related to the Facility in order to best serve local requirements for solid waste management.

G. To review not less often than yearly with the Parties the annual budget, including income from all sources, the expenditures for all purposes, and the relationship of anticipated revenues to anticipated expenditures including debt retirement, all with respect to the Facility.

H. To review annually the disbursement of cash, if any, to the CITY and the COUNTY from available funds that are not required for other purposes.. The cash shall be divided equally between the COUNTY and the CITY. The CITY and COUNTY reserve whatever right they may have to use their portion of any such disbursed funds for any governmental purposes allowed by law. Nonetheless, both the COUNTY and the CITY must mutually agree to any amount of funds to be distributed to the Parties.

I. To oversee the preparation and updates to the Salt Lake County Solid Waste Management Plan.

J. To approve a long term strategic plan for the benefit of the public welfare and environment as proposed by the Director.

11. RECOMMENDATIONS OF THE COUNCIL.

The COUNCIL shall make recommendations to the CITY and the COUNTY regarding the following:

- A. The appointment and removal of the Director.
- B. All construction and expansion projects for solid waste transfer, recycling, processing and disposal operations, the cost of which exceeds ten thousand dollars (\$10,000.00).
- C. The expansion of facilities and the enhancement of old landfill sites for beneficial use and the scheduling thereof.
- D. The establishment of the general provisions of agreements, contracts, or leases that may be brought before the COUNCIL.
- E. The fixing and determining the Facility's uses; provided that any use shall be necessary or desirable for solid waste disposal or reclamation purposes;
- F. The establishment of public policy for all major operations or activities that require policy determinations.
- G. The establishment of public policy regarding programs related to income and revenue in order that the staging of capital improvement projects and land and equipment acquisitions are within anticipated revenues and income projections.
- H. The annual budget prepared by the fiscal manager of the Facility, for the Facility, including a recommendation regarding the revenue necessary to provide funds for operating expenditures.

12. BUDGET.

The Council shall prepare and file with the Parties a budget for the Facility at such time as the Parties shall designate. The budget shall contain a full and detailed estimate of the revenue required during the ensuing year for maintenance and operations, showing therein the number of employees, by classification, and the amount of salary and wages recommended for each. The expenditures for maintenance and operations shall be limited to projected fee revenues and budget appropriations made in advance by the Parties. The Parties agree that the Facility shall be funded by fees through an enterprise fund and not from taxes.

13. REVIEW OF COUNCIL ACTIONS.

All actions which are not specifically delegated to the COUNCIL by this Agreement shall be the responsibility of the CITY and the COUNTY. The COUNCIL shall describe its planned actions by way of minutes of all meetings, taken in writing or electronically, and submit the description to the business offices of the CITY's Mayor and the COUNTY's Mayor. The CITY's Mayor and the COUNTY's Mayor shall thereafter each have power to review, ratify, modify, or veto any action described by the COUNCIL. The CITY's Mayor and COUNTY's Mayor or their designees shall promptly notify the COUNCIL, in writing or electronically, of the actions taken by them. Actions shall take effect only upon ratification by the CITY's and COUNTY's mayors.

14. ENABLING AUTHORITY.

The Parties shall adopt the ordinances and resolutions necessary to enable the COUNCIL to act as required under this Agreement.

15. COMPENSATION FOR COUNCIL MEMBERS.

COUNCIL members employed by a public entity shall serve without pay. Privately-employed members shall be entitled to a fee set by the COUNCIL for attending each meeting. The COUNCIL may alter that fee from time to time. All COUNCIL members shall be reimbursed for actual and necessary travel and subsistence expenses while in attendance at authorized COUNCIL meetings, conferences and seminars.

16. SOLID WASTE PROCESSING AND DISPOSAL SITES.

The Parties may obtain further property for use as a solid waste management site, transfer station, or waste processing site under terms and conditions to be established at the time of any future site acquisitions.

17. REAL AND PERSONAL PROPERTY.

Any real or personal property currently owned or acquired by the CITY or the COUNTY for use by the Facility shall be owned equally by the Parties. Any real or personal property shall be purchased and disposed of in compliance with applicable state and local statutes and ordinances. Any proceeds from the disposition of property shall be used for the benefit of the Facility or the Parties.

18. PERSONNEL.

All employees, except temporary employees, of the Facility shall be under the Salt Lake County Merit system and their employment status shall be governed by the provisions of that system.

19. SUPPORT SERVICES.

A. The following support services shall be provided by the Facility staff, the COUNTY, the CITY and by private contractors on an administratively determined basis as recommended by the Director, staff, and the COUNCIL and as approved by the respective governing bodies of the COUNTY and the CITY. Such services shall include, without limitation:

Attorney
Auditing
Engineering Support
Environmental Support
Payroll
Purchasing
Treasurer
Risk Management
Fleet Management

B. As the services are determined necessary, the COUNCIL may request them from the COUNTY, the CITY, or a private contractor and the COUNTY, the CITY, or the private contractor shall then perform said services for a fee set in advance by the COUNCIL. The COUNCIL shall pay the fee upon receipt of itemized monthly billings from the governmental agency or private contractor providing the service.

C. Each of the COUNTY and the CITY shall maintain separate, accurate, and complete records of services performed by it or its agencies in providing the services contemplated herein and shall make such records available upon request to the other Party and to the COUNCIL or its staff.

20. REIMBURSEMENT FOR SUPPORT SERVICES.

The CITY and the COUNTY shall be reimbursed from solid waste user fees for the actual cost of support services performed and for the amounts of any claims (including tort liability and worker's compensation) paid by either of the Parties as a result of the obligations imposed by this Agreement.

21. EFFECTIVE DATE AND TERM.

The term of this Agreement shall commence upon its execution, and the duration shall be fifty (50) years unless sooner terminated by a Party by giving the other Party one (1) year written notice and making financial arrangements which are acceptable to the other Party. Any early termination must be fair and equitable to all Parties and must insure the ongoing management and operation of the Facility, unless all Parties desire to cease such operation of the Facility, at which time the Facility's assets (land, buildings, equipment, and all other tangible assets) shall be divided on a fair and equitable basis, which include consideration of contributions made by the Parties and all other factors the Parties shall deem appropriate.

22. TERMINATION.

Upon termination of solid waste management and disposal operations under any of the conditions set forth herein, the Parties shall retain responsibility for and shall equally share in the cost of any work, services or materials required to restore, close, monitor, or change any sites used in said operations to other uses, and shall comply with any applicable local, state, or federal law or regulation in the event the COUNCIL terminates operations at any site in order to continue operations at another.

23. LIABILITY PROVISIONS.

A. The Facility shall maintain a designated reserve fund for personal injury and property damage liability. The Facility shall be primarily liable to pay any claim, settlement, fine or court award of damages to the extent funds are available, subject to the limits set forth in the Utah Governmental Immunity Act, Section 63G-7-101, et seq. (UCA).

B. The Facility and the Parties shall pay only for claims arising from the operation of the Facility. By entering into this Agreement neither Party waives any defense, immunity, reservation of rights, or limits on liability set forth in the Governmental Immunity Act.

C. If funds are not available in a reserve account or if insufficient funds are available, each Party shall be secondarily liable in an equal amount to pay any claim, settlement, fine or court award of damages.

D. A separate account shall be maintained for environmental liability purposes. The Facility shall be primarily liable to pay any claim, settlement, court award of damages, or fine imposed to the extent funds are available in the account. If funds are not be available or if insufficient funds are available, each Party shall be secondarily liable in an equal amount to pay any claim, settlement, court award of damages or fine. The funds in this account shall be available for all landfill parcels operated jointly or individually by the Parties, subject to review and approval by the respective governing bodies of the Parties.

24. SUPERSEDING.

This Agreement shall supersede that certain Interlocal Cooperation Agreement between the Parties dated November 14, 2000, and shall also supersede any provisions of an

earlier agreement, dated August 25, 1980, which may be still considered applicable to any operation of the Facility, which former agreements shall henceforth be null and void.

25. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OR COUNTY OFFICERS AND EMPLOYEES AND FORMER CITY OR COUNTY OFFICERS AND EMPLOYEES.

Each Party represents that it has not: (1) provided an illegal gift or payoff to a CITY or COUNTY officer or employee, or former CITY or COUNTY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code or the COUNTY's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a CITY or COUNTY officer or employee or former CITY or COUNTY officer or employee to breach any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code or the COUNTY's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances.

DATED this _____ day of _____, 2009.

SALT LAKE CITY CORPORATION

By _____
Mayor

ATTEST:

Deputy City Recorder
rt.word.gja-slc-solidwastemgmt-gja

PX09164C

SALT LAKE COUNTY

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By Gavin Anderson
Deputy District Attorney
Date 7 July 2009

By William
Mayor or Designee

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 9 day of July, 2009, personally appeared before me
Doug Willmore, who being duly sworn, did say that (s)he is the
Chief Administrative Officer of Salt Lake County, Office
of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by
authority of law.

[SEAL]



Karen R. Lowe
NOTARY PUBLIC
Residing in Salt Lake County, Utah



2. Salt Lake County and South Salt Lake City Interlocal Agreement

COUNTY CONTRACT NO. PX 8173C 44

SALT LAKE CITY CONTRACT NO. 03-1-98-5448

RECORDED

INTERLOCAL AGREEMENT BETWEEN

SALT LAKE COUNTY,

SALT LAKE CITY,

AND SOUTH SALT LAKE CITY

RELATING TO MUNICIPAL SOLID WASTE DISPOSAL SERVICES

JUN 1 1 1998

CITY RECORDER

JUN 1 7 1998

THIS AGREEMENT is made and entered into this 13th day of

May, 1998, by and between SALT LAKE CITY CORPORATION and SALT LAKE COUNTY, political subdivisions of the State of Utah, on behalf of the Salt Lake Valley Solid Waste Facility, hereinafter referred to as "OWNER", and SOUTH SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter referred to as "CITY".

RECITALS**WHEREAS:**

The OWNER is desirous of building a solid waste transfer station within the city limits of the CITY and must obtain a conditional use permit from the CITY in order to do so, and

WHEREAS:

The CITY is willing to grant the OWNER a conditional use permit based on certain terms and conditions imposed by the CITY's Planning Commission. The CITY is also willing to host the facility based upon the terms and conditions set forth herein, and

WHEREAS:

This agreement is entered into pursuant to the authority, terms and conditions

Draft: May 5, 1998

of the Interlocal Corporation Act as set forth in Section 11-13-1, U.C.A.

NOW THEREFORE, based upon the terms and conditions contained herein, the OWNER, and the CITY agree as follows:

1. The term of this agreement is fifty (50) years, commencing on January 1, 1999. This agreement may be amended for a similar term upon mutual agreement of the parties hereto.

2. The CITY agrees to issue the OWNER a conditional use permit upon compliance with the terms and conditions set forth by the CITY's Planning Commission. The terms of that permit are attached as Attachment 1 and incorporated herein by this reference.

3. The OWNER agrees to waive all fees and all assessments or charges whatsoever, for the disposal of municipal solid waste at the transfer station for the Residences of the CITY in the following categories:

- A. Disposal Fees are waived for municipal solid waste generated by South Salt Lake Residents which is collected by the CITY or by residential collection contractors pursuant to contract with the CITY. The waiver of fees for municipal solid waste shall also apply to noncommercial residential units subsequently annexed into the CITY after the effective date of this agreement. It is understood that this waiver does not apply to waste generated from multi-family dwelling units or dwelling units whose owners are required to contract with private waste haulers for municipal waste collection.

- B. Disposal Fees are waived for household and yard waste from family Residences within the CITY brought to the transfer station on all Saturdays except when the facility is closed. It is anticipated that the facility will be open from 1:00 p.m. to 5:00 p.m. on such days as will be arranged but not less than two times a month. The CITY shall be responsible for validating the residency of its citizens and distributing disposal vouchers or other viable system to its Residents, to be presented at the transfer station at the time of disposal. A voucher or other approved identification must be presented upon entry to the transfer facility for each load brought in by a Resident of the CITY in order to obtain a fee waiver.
- C. Disposal Fees are waived for waste generated from the CITY and its Residents in the CITY's semi-annual clean-up, whether the waste is brought by CITY trucks or haulers under contract with the CITY. Advanced notice and verification of such waste shall be provided to the transfer station. In the event the transfer station cannot dispose of such waste, due to the nature of the waste, it will be diverted to and accepted at no charge at the Salt Lake Valley Solid Waste Facility.
- D. The fee waivers for the CITY and its Residents shall commence when the transfer station has been constructed and received its

occupancy permit. In the event that an occupancy permit is not granted by April 1, 1999, the CITY shall be entitled to dispose of the waste detailed in this agreement at the Salt Lake Valley Solid Waste Facility Landfill for no fee. If the transfer station is temporarily closed due to I-15 construction or for other reasons, the waiver of fees for CITY Residences shall be granted at the Salt Lake Valley Solid Waste Facility. The fee waiver shall remain in effect for the useful life of the transfer station. Upon closure or abandonment of the transfer station by the OWNER this agreement shall terminate.

4. CITY shall provide the OWNER with written documentation verifying the haulers that haul pursuant to contract for the CITY in order to identify the loads coming to the transfer station from the CITY. CITY shall also provide a voucher system or other means by which the OWNER may verify loads coming to the transfer station are from Residents of the CITY. CITY agrees that its haulers or contract haulers for municipal solid waste shall be bound and abide by the rules and regulations regarding operation of the transfer station. The CITY understands that the rights of its Residents to dispose of waste at the facility will also be limited by and be in accordance with the operating rules of the transfer station.

5. Both the OWNER and the CITY are governmental entities subject to the Utah Governmental Immunity Act, Title 63, Chapter 30, Utah Code (1953, as amended) and by entering into this agreement, neither party waives any defenses or governmental

immunity pursuant to that Act. Nothing contained in this agreement shall be construed to increase either party's liability beyond that set forth in the Act.

6. A. The CITY understands that the transfer station is permitted and licensed only for municipal solid waste as defined by Utah Administrative Code R315-301-2(4b) and that the CITY will dispose of no hazardous materials, hazardous waste or hazardous substance contrary to the regulations of Subtitle D, nor shall facility receive such materials from its Residents .
- B. For the purpose of this Agreement:
 1. Hazardous Materials means hazardous materials as defined in Utah Hazardous Substance Mitigation Act, Utah Code Ann., 19-6-302(7), including hazardous waste, as defined in Utah Hazardous Waste Management Regulations, PCB's dioxin, asbestos or a substance regulated under 42 U.S.C. 6991(2).
 2. Hazardous Substance means the definition of hazardous substances contained in the Comprehensive Environmental Response Compensation and Liability Act ("CERCL" or "Superfund"), 42 U.S.C. 9601, et seq., and 40 C.F.R. part 302.
 3. Hazardous Waste means any solid waste defined as hazardous in the Utah Solid and Hazardous Waste Act, Utah

Code Ann., subsection 19-6-102(7) and Utah Admin. Code R315-2-3, and RCRA, 42 U.S.C. 6901, et. seq., and 40 C.F.R. part 261. Hazardous waste further means a solid waste combination of solid wastes, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Utah Code Ann. 9-6-102(7).

4. ~~Residences~~ shall mean single family dwellings and duplexes, located within the corporate limits of South Salt Lake.

7. In the event any such hazardous waste, hazardous substance or hazardous materials are deposited by the CITY or its Residents contrary to terms and conditions of the OWNER's permits, The CITY shall be responsible for the removal and lawful disposal of such materials and all costs and liability resulting from the disposal of any such materials.

8. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. This agreement contains the entire understanding of the parties and no prior statements, promises, or inducements shall be binding on either party. No amendment, modification, change, waiver or discharge shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change, waiver or discharge is sought.

10. If any provision hereof is invalid or unenforceable, the other provisions hereof shall remain in full force and effect.

11. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. All notices claims, demands, and other communications to be given by any party to this agreement or to any other party, shall be made in writing and shall be given by personal delivery, facsimile, or first class mail, postage prepaid, and shall be delivered or addressed as follows:

To the OWNER:

Salt Lake Valley Landfill Manager
Attn. Romney Stewart
6030 West 1300 South
Salt Lake City, Utah 84104-5302

To CITY:

South Salt Lake City
City Attorney's Office
220 East Morris Avenue, Suite 200
South Salt Lake City, Utah 84115

1. Change of Address: The above addresses may be changed for future communications or delivery of notices of documents hereunder by giving written notice of such change to the other party.
2. Effective Date: Notice for all purposes under this agreement, regardless of the form in which given, shall be deemed given when received by the addressees thereof.

EXECUTED on the date first above written.

RECORDED

JUN 11 1998

ATTEST:

CITY RECORDER



SALT LAKE CITY

Deputy Beverly Jones
City Recorder

BY Kay Christensen
(Acting Mayor)

ATTEST:

Shirley Sorenson
County Recorder

SALT LAKE COUNTY

BY [Signature]

APPROVED AS TO FORM

Salt Lake County Attorney's Office

By [Signature]

Deputy County Attorney

Date 6/10/98

ATTEST:


Karen Bynearson
City Recorder

CITY OF SOUTH SALT LAKE

[Signature]
Randy G. Fitts
Mayor of South Salt Lake

Draft: May 5, 1998

APPROVED AS TO FORM:



City Attorney
Salt Lake City



City Attorney
City of South Salt Lake

Deputy County Attorney
Salt Lake County

Draft

Special Approval Permit

Property Information (subject of approval):

General Location: 3300 South 500 West (part of Central Valley Treatment plant property)

Mail Address: 502 West 3300 South

Current use: Vacant ground

Zoning: Light Industrial

ID #(s): _____

Fee Title Owner(s): Central valley Water Reclamation (leasing to Salt Lake Valley Solid Waste Management Council)

Mail Address: Salt Lake Valley Solid Waste Management Council

Attn: Romney Stewart

Telephone: 801-974-6920

6030 West 1300 South

Salt Lake City, Utah 84104

Fax: 801-974-6936

At the meeting held on June 5, 1997, the Planning Commission voted to approve your request for a Conditional Use Permit / Development Approval subject to the following conditions:

1. A contract with the City of South Salt Lake, with provisions as previously discussed with the city, must be in place before any building permits are issued.
2. If the contract is altered, a new conditional use would also be required.
3. The May 29, 1997 recommendations of staff are to be met (copy attached)

You are responsible for adhering to these conditions at all times. Your approval will expire in one year from the date of approval if not substantially under way, or as approved by the respective hearing body.

For the City:



Community Development Department

Date

STAFF RECOMMENDATION

Staff recommends approval with the following conditions:

1. Enter into a contract with the City of South Salt Lake and maintain any licences required by the State.
2. If approved, this Conditional Use Permit is for the Salt Lake Valley Transfer station only; it gives no approvals for additional or other tenants whether permitted, not permitted or needing Conditional Use Permit approval.
3. The final plans approved by staff are to be substantially the same as preliminary site and elevation plans submitted.
4. All landscaping is to be maintained. Open areas are to be kept free from weeds. Generous plantings of trees and shrubs are to be included around the buildings and along the roadways.
5. At no time will any type of waste brought to the site be unloaded or stored outside of the transfer facility building.
6. The facilities' grounds will be policed at least daily to assure that any litter which has escaped is cleaned up and properly disposed of.
7. The City of South Salt Lake will be allowed to use the facility free of charge for the life of the facility.
8. The City of South Salt Lake will be allowed to use the facility to unload waste from their biannual city cleanup.
9. The residents of South Salt Lake are allowed to use the facility free of charge to unload yard and household wastes. The day(s) and time(s) to be determined. It is anticipated that 4 hours on Saturday would be set aside for residents of the City.

RESOLUTION NO. 2599DATE June 17, 1998

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SALT LAKE COUNTY, UTAH, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY, SALT LAKE CITY CORPORATION, AND SOUTH SALT LAKE CITY.

WHEREAS, Title 11, Chapter 13, U.C.A. 1953, as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes which shall benefit the citizens of Salt Lake County and allow Salt Lake County to make more efficient use of its resources;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Salt Lake County, Utah:

1. It does hereby approve the attached agreement generally described as follows:

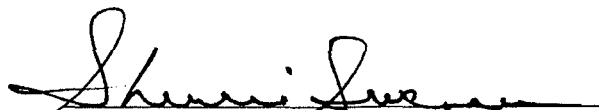
An agreement pertaining to the operation of the
Salt Lake Valley Transfer Station

2. The Interlocal Cooperation Agreement attached hereto is hereby accepted and approved by the Salt Lake County Board of Commissioners and the Chairman is hereby authorized to execute said agreement for and on behalf of Salt Lake County and to act in accordance with its terms.

APPROVED and ADOPTED this 17th day of June, 1998.

BOARD OF COUNTY COMMISSIONERS
SALT LAKE COUNTY

ATTEST:


Salt Lake County Clerk
att.rt.wpdocs.miscrees

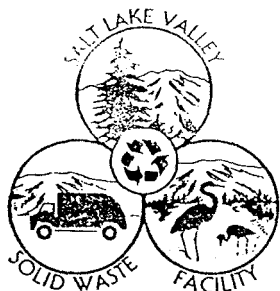
By 
Chairman

APPROVED AS TO FORM

Salt Lake County Attorney's Office

By 
Deputy County Attorney

Date 6/17/98



SALT LAKE VALLEY SOLID WASTE MANAGEMENT COUNCIL

6030 West 1300 South
Salt Lake City, Utah 84104
(801) 974-6920
FAX (801) 974-6936

Romney M. Stewart
Director of Solid Waste

Council Members

Deedee Corradini, Chair
Mayor, Salt Lake City

Randy Horiuchi
Commissioner, Salt Lake County

Dr. Thomas Schlenker
*M.D., M.P.H., Director
Salt Lake City & County
Health Department*

Gearld Wright
Mayor, West Valley City

Dr. Ryan DuPont
*School of Engineering
Utah State University*

June 12, 1998

THE HONORABLE BOARD OF COUNTY COMMISSIONERS
2001 South State Street, N2100
Salt Lake City, Utah 84190-1000

Attention: Commissioner Randy Horiuchi

Dear Commissioners:

RE: Consideration and Adoption of a Resolution for Interlocal Cooperation Agreement
Between Salt Lake City Corporation, Salt Lake County, and South Salt Lake City
For Construction of a Transfer Station in South Salt Lake City

I request the Board of County Commissioners to adopt a resolution authorizing the approval of an Interlocal Cooperation Agreement between Salt Lake City Corporation, Salt Lake County, and South Salt Lake City for the construction of a solid waste transfer station in South Salt Lake City and the obtaining of a conditional use permit in order to do so.

Respectfully,

Romney M. Stewart, Director
Solid waste Management

Attachments

cc: Commission
Lonnie L. Johnson

**Salt Lake County
Board of Commissioners**

Brent Overson CHAIRMAN
Randy Horiuchi
Mary Callaghan



SALT LAKE COUNTY
GOVERNMENT CENTER
2001 S. State Street
Suite N2100
Salt Lake City
Utah 84190-1000

June 17, 1998

Ms. LaRea R. Herron
Contracts/Grants Manager
Government Center, North Bldg.
Salt Lake City, Utah

Dear Ms. Herron:

The Board of County Commissioners, at its meeting held this day, approved the attached **Resolution No. 2599** and **Interlocal Agreement** between Salt Lake County and Salt Lake City Corporation & South Salt Lake City -- Construction of a Transfer Station in South Salt Lake City -- PX8173C

Salt Lake City and Salt Lake County are desirous of building a solid waste transfer station within the city limits of South Salt Lake City and must obtain a conditional use permit from South Salt Lake in order to do so. South Salt Lake City will grant a conditional use permit based on certain terms and conditions imposed by the city's planning commission. The city is also willing to host the facility based upon the terms and conditions set forth in the Interlocal Agreement.

Pursuant to the above, you are hereby authorized to effect same.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

SHERRIE SWENSEN, COUNTY CLERK

by

Isabelle Velazquez
Deputy Clerk

hfp
encl.
cc: Auditor

6-19 So Salt Lake
Landfill
Pat
SLC Recorder



3. Salt Lake County and West Valley City Interlocal Agreement

RECORDED

JUN 02 2009

SLL CONTRACT #03-209-3815
59

To - Contract PX 09156 C
Salt Lake County

INTERLOCAL COOPERATION AGREEMENT
FOR LANDFILL TIPPING FEES

CITY RECORDER

THIS AGREEMENT is made this 10 day of June, 2009, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter "West Valley"), Salt Lake County, a body politic and political subdivision of the State of Utah (hereinafter the "County"), and Salt Lake City Corporation, a municipal corporation of the State of Utah (hereinafter "Salt Lake"), collectively West Valley City, Salt Lake County, and Salt Lake City may be referred to as "the Parties".

WHEREAS, Salt Lake and the County are governmental entities which entered into an Interlocal Agreement, dated August 25, 1980, to engage in the operation of a landfill located within Salt Lake County, Utah, which is known as the Salt Lake Valley Solid Waste Management Facility (the "Facility"); and

WHEREAS, Salt Lake and the County desire to retain West Valley's residential waste as part of the Facility waste stream and to retain West Valley's fees as part of the Facility income stream; and

WHEREAS, West Valley desires to obtain a reduced tipping fee at the Facility for its residential waste; and

WHEREAS, Salt Lake, the County and West Valley desire to enter into an agreement whereby West Valley makes a long term commitment to dispose of its residential waste in the Facility in exchange for payment of a reduced tipping fee for said waste; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, "Interlocal Cooperation Act," authorizes agreements between public entities for the performance of any governmental service or activity that each public entity is authorized by law to perform.

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

1. **West Valley obligations.**

- a. West Valley hereby agrees that for the term of this Agreement it shall require its residential waste contractor or collector to dispose of all waste collected within West Valley at the Facility.
- b. West Valley agrees that it shall pay the applicable tipping fee charged by the Facility provided, however, that such tipping fee shall be charged at a reduced rate as set forth in this Agreement.
- c. West Valley agrees to reimburse the Salt Lake Valley Landfill one dollar seventy-five cents (\$1.75) for each ton dumped at the Facility from the date this Agreement becomes effective should West Valley terminate this Agreement prior to the end of the initial ten (10) year term. This amount shall not exceed Four Hundred Thousand Dollars (\$400,000.00)

2. **Salt Lake and County obligations.**

- a. Salt Lake and the County shall cause the Facility tipping fee charged to West Valley on the above described residential waste to be one dollar seventy five cents (\$1.75) less per ton than the then current lowest tipping fee for residential waste. However,

such fee shall never be lower than the net tipping cost to the County or Salt Lake for municipal waste, after any cash disbursement from the Landfill to the County and/or Salt Lake.

- b. Salt Lake and the County shall promptly notify West Valley in writing of any changes in the Facility tipping fee structure or the collection of Facility tipping fees.

3. **Term/Termination of Agreement.** This Agreement shall become effective July 1, 2009, and shall terminate on June 30, 2019; provided, however, that this Agreement shall automatically renew for an additional ten (10) year term unless written notice of nonrenewal is given by any Party to the other Parties, not later than 30 days prior to the termination date set forth above. West Valley City may terminate this Agreement by giving the Parties six (6) months' written notice. In the event that West Valley City terminates this Agreement early, West Valley City shall reimburse the Parties as provided in Section 1.c of this Agreement.

4. **City Representative.** West Valley hereby appoints the West Valley City Public Works Director, or the Director's designee, as West Valley's representative in the administrative management of this Agreement.

5. **Salt Lake / County Representative.** Salt Lake and the County hereby appoints the Facility Manager, or the Manager's designee, as their representative in the administrative management of this Agreement.

6. **Notices.** Any notice required by this Agreement may be served by mailing such notice to the following addresses:

If to West Valley:	Attn: Public Works Director West Valley City 3600 Constitution Boulevard West Valley City, Utah 84119
If to the Facility, the County, or Salt Lake:	Landfill Manager Salt Lake Valley Solid Waste Management Facility 6030 West 1300 South Salt Lake City, Utah 84104

7. **Indemnifications.** The Parties are governmental entities under the "Utah Governmental Immunity Act", Utah Code Annotated §63G-7-101, *et seq.* Pursuant to said Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, contractors, or employees. No Party waives any defenses otherwise available under said Act, nor does any Party waive any limits of liability currently provided by said Act. To the extent permitted by law, each Party agrees to indemnify and defend the other Party, including the officers, agents, and employees of the other Party, against all claims for damage or injury caused by the negligent acts or omissions of the indemnifying Party and arising out of the indemnifying Party's actions in conformance with the terms of this Agreement. Each Party to this Agreement shall cooperate and assist the other Party in defending against any such claims. Notwithstanding anything contained herein, this indemnity paragraph shall not require a Party to indemnify another Party for other Party's sole negligence.

8. **No entity created.** This Agreement does not create, and shall not be construed to create; a joint venture by the Parties and no separate governmental entity is established by this Agreement.

9. **Utah law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

10. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waiver of any term, condition, or other provision of this Agreement by a Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

11. **Entire agreement.** This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement, and no statement, promise, or inducements made by a Party or agents for a Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by all Parties.

12. **Default.** If any Party shall default in the performance of its obligations under this Agreement, a non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. A non defaulting Party's rights shall include the right to specific performance.

13. **Nonfunding Clause.** County: It is understood and agreed by the Parties hereto that funds are not presently available for performance of an agreement by the County beyond December 31, 2009, the close of the County's current fiscal year. The County's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. In the event no funds or insufficient funds are appropriated and budgeted in any current or any succeeding fiscal year, or in the event there is a reduction in appropriations by the County, due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, this Agreement shall create no obligation on the County as to such current or succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective, except as to those portions of payments herein then agreed upon for which funds shall have been appropriated and budgeted. Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to the County of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of West Valley as full satisfaction of the County's obligations hereunder.

Salt Lake: It is understood and agreed by the Parties hereto that funds are not presently available for performance of an agreement by Salt Lake beyond June 30, 2009, the close of Salt Lake's current fiscal year. Salt Lake's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. In the event no funds or insufficient funds are appropriated and budgeted in any current or any succeeding fiscal year, or in the event there is a reduction in appropriations by Salt Lake, due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, this Agreement shall create no obligation on Salt Lake as to such current or succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective, except as to those portions of payments herein then agreed upon for which funds shall have been appropriated and budgeted. Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to Salt Lake of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of West Valley as full satisfaction of Salt Lake's obligations hereunder.

14. **Interlocal Co-operation Act Requirements.** In satisfaction of the requirements of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each Party, pursuant to Section 11-13-202.5 of the Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Act;
- d. Except as otherwise specifically provided in this Agreement, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- e. 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 Mayor of Salt Lake City, the Mayor of Salt Lake County, and the Mayor of West Valley City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.



WEST VALLEY CITY

Dennis Nordfelt
Mayor

5-12-09

Date

ATTEST:

Shawn Kendrick

West Valley City Recorder

APPROVED AS TO FORM WVC Attorney's Office	
By: <i>Tim Ryan</i>	
Date: 5.8.9	

SALT LAKE COUNTY

By: WillenDate: 6/10/09

ATTEST:

See next pg. NOTARY
Salt Lake County Clerk

APPROVED AS TO FORM Salt Lake County Attorney's Office	
By:	<u>Paulen Anderson</u>
Date:	<u>2 June 2009</u>

RECORDED

JUN 02 2009

CITY RECORDER



SALT LAKE CITY

[Signature] 6/1/09
Mayor Date

ATTEST:

Christina Meeker
Salt Lake City Recorder

APPROVED AS TO FORM Salt Lake City Attorney's Office	
By:	<u>5-29-09</u>
Date:	<u>Paul Ferguson</u>

STATE OF UTAH)
) SS.
 'County of Salt Lake)

On this 10 day of June, 2009, personally appeared before me
Doug Willmore, who being duly sworn, did say that (s)he is the
Chief Administrative Officer of Salt Lake County, Office of
 Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of
 law.



Karen Lowe
 NOTARY PUBLIC
 Residing in Salt Lake County, Utah

Draft

WEST VALLEY CITY, UTAH**RESOLUTION NO. 09-199****A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY, SALT LAKE COUNTY AND SALT LAKE CITY FOR LANDFILL TIPPING FEES.**

WHEREAS, Salt Lake County and Salt Lake City are governmental entities which entered into an Interlocal Agreement, dated August 25, 1980 to engage in the operation of a landfill located within Salt Lake County, Utah, which is known as the Salt Lake Valley Solid Waste Management Facility (the "Facility"); and

WHEREAS, Salt Lake County and Salt Lake City desire to retain West Valley City's residential waste as part of the Facility waste stream, and to retain West Valley City's fees as part of the Facility income stream; and

WHEREAS, West Valley City desires to obtain a reduced tipping fee at the Facility for its residential waste; and

WHEREAS, West Valley City, Salt Lake County and Salt Lake City desire to enter into an agreement whereby West Valley City makes a long-term commitment to dispose of its residential waste in the Facility in exchange for payment of a reduced tipping fee for said waste; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

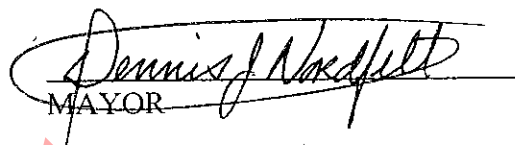
WHEREAS, an Agreement entitled "Interlocal Agreement for Landfill Tipping Fees" has been prepared for execution by and between West Valley City, Salt Lake County and Salt Lake City. That Agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Interlocal Agreement between West Valley City, Salt Lake County and Salt Lake City.

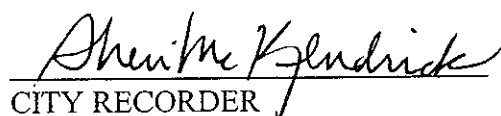
NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Interlocal Agreement entitled "Interlocal Agreement for Landfill Tipping Fees" is hereby approved, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this 12th day of May, 2009.

WEST VALLEY CITY


MAYOR

ATTEST:


CITY RECORDER





Contract Number: PX09156C	
Vendor Name: West Valley City	
Description: REDUCED LANDFILL TIPPING FEES. WEST VALLEY CITY SHALL REIMBURSE THE SALT LAKE VALLEY LANDFILL \$ 1.75 PER TON DUMPED AT THE FACILITY. AMOUNT NOT TO EXCEED \$400,000	
<i>Revenue</i> Contract Amount: \$1.00	<input type="radio"/> Not To Exceed <input type="radio"/> Estimated Amount
Authorized Dept.: ⁵⁴⁰ 400 - 4750 - 3786 - RF91	
Period Performance from 07/01/09 to 06/30/19 Renewal Option: TERM: 7/1/2009 THROUGH 6/30/2019 AND RENEWED AUTOMATICALLY FOR ONE (1) ADDTL TEN (10) YEAR TERM. MAX TERM 6/30/2029	
Selection Process: Interlocal Cooperative Act pursuant to County Ordinance 3.16.100	

ENCL ☒
 AMS ☒
 SCAN ☒

4. Salt Lake County and Wasatch Front Waste and Recycling District Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN
WASATCH FRONT WASTE AND RECYCLING DISTRICT
and
SALT LAKE COUNTY
for
LANDFILL SERVICES



RECEIVED

MAR 31 2014

Cathie Brown

THIS AGREEMENT is made and entered into this 25th day of March, 2014 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") governed by an Administrative Control Board (hereafter "Board"). District and County are referred to as the "Parties" and each of them is a "Party."

RECITALS

- A. On November 10, 2009, the County pursuant to Utah Code Ann. 17D-1-101 *et. seq.*, established an Administrative Control Board to govern the District.
- B. On November 20, 2012, the Salt Lake County Council reorganized District No. 1 and renamed it the Wasatch Front Waste and Recycling District, and delegated additional authority to the Administrative Control Board of the District.
- C. The District provides waste and recycling collection services to its customers as determined by its Administrative Control Board.
- D. Salt Lake County and Salt Lake City, through an interlocal agreement, jointly operate the Salt Lake County landfill and transfer station. Both the County and City have a

mutual interest in securing commitments to the Salt Lake County landfill. Likewise, the District is benefited if it can secure access to set levels of service and pricing for customers while providing flexibility for technological advancements within the waste industry and changes to its customer base.

E. The Parties desire to enter into this Agreement to describe and delineate the scope of their mutual cooperation and to commit to standard service levels and pricing for the benefit of both parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date/Term/Termination.

- a. This Agreement shall be effective upon the last of the following events to occur (i) approval of the Agreement as provided in Utah Code Ann. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing the County and an attorney representing the District for review as to proper form and compliance with applicable law, and (iii) filing of the signed Agreement with the keeper of records of each of the Parties, and shall continue in full force and effect until 11:59 p.m., local time, on December 31, 2018 provided, however, that this Agreement shall automatically be renewed for an additional term of five (5) years subject to the ability of either Party to terminate the Agreement during the second term of the agreement, as provided in subparagraph b., below.

- b. During the second five year term of the Agreement, it is understood and agreed by the Parties that this Agreement may be terminated if the County increases a tipping fee by more than five (5) dollars from the last County Council approved fee and such fee increase exceeds the fees charged by other local disposal sites. The procedure for termination shall be as follows: the District shall notify the County, in writing, of its concerns with any increased fees including a statement of the basis for their concern. The County may either (i) within ten (10) business days after receipt of the notice, submit a written response to the District including documentation that is reasonably acceptable to the District that addresses the concerns to the satisfaction of the District, or (ii) offer to negotiate a fee reduction within ninety (90) days after receipt of the notice of termination. Should the County after receiving the notice of termination fail to perform as provided in either (i) or (ii) of the immediately preceding sentence within the time specified therein, the District may declare this Agreement to be terminated effective thirty (30) days after delivery of the notice, or at such later date as may be specified in the notice of termination. Subject to paragraph 10 below, in the event of such termination, the Party entitled to issue the notice of termination shall have no further obligations or responsibilities under this Agreement, other than obligations and responsibilities that had fully matured before the effective date of termination. The parties agree that early termination of this Agreement for unresolved fee increases under Section 2. a. iii shall be the exclusive remedy of either party.

2. Service Level Adjustments.

- a. The District may negotiate with the County one service level adjustment during each year of the term of this Agreement. All adjustments will be in writing and will be based upon one or more of the following:
 - i. growth within the areas currently served by the District;
 - ii. any significant technological advancement within the waste industry; or,
 - iii. any County Council approved rate changes during the pendency of this Agreement.
- b. The Parties agree that no changes will be made to the percentage commitments in the District's service area unless there is a corresponding increase in residential development within the service area or significant advancement within the waste industry that justifies a percentage or other service area adjustment.

3. Scope and Description of Service Levels.

- a. County will accept waste collected by the District that is acceptable for a 40 C.F. R. 258 Subpart (d) landfill and meets the criteria of such waste as defined by the Salt Lake Valley Landfill Council. County will accept such waste at the landfill located at 6030 West California Avenue (the "Landfill") and at the transfer station located at 3300 South 502 West (the "Transfer Station"), and any other location established by the Salt Lake Valley Landfill Council either for routine or emergency disposal.
- b. County will accept green waste collected by the District, including grass, leaves, trees, branches, vegetables, fruits, coffee grounds, tea bags and egg shells suitable for composting purposes ("Green Waste".) County will accept and appropriately process

such green waste at the landfill composting facility located at 6030 West California Avenue.

- c. District agrees to take not less than 85% of the District's collected annual "net waste stream" to either the Landfill or the Transfer Station, and County agrees to accept such waste delivered by the District during the term of this Agreement. The "net waste stream" is all municipal solid waste tonnage collected by the District except Green Waste, glass, and other recyclable materials including all types of mixed paper, plastics, cardboard, aluminum and tin cans and all other metals.
- d. District agrees to take not less than 75% of the District's collected Green Waste to the Landfill and the County agrees to accept green waste delivered by the District during the term of this Agreement determined on an annual basis. The County agrees to continue the cooperative effort of leaf processing by providing a pad for materials to be dumped and labor for de-bagging the leaves during leaf season ending no later than December 31 of each year, including a loader, an operator and staff to de-bag the leaves. The County may charge a per ton leaf rate ("leaf processing fee") to cover actual costs associated.
- e. At its option and at rates as provided in this Agreement, District may elect to take additional waste to the Transfer Station and to take additional waste and/or green waste to the Landfill.

4. Rates and Payment.

- a. District shall pay to the County the applicable tipping fees as established by Salt Lake County and approved by the Salt Lake County Council.
- b. District shall pay to County the applicable Transfer Station fees. The transfer station fees charged to the District shall be the rate approved for all governmental/public entities.

- c. Payment shall be made pursuant to the following procedures:
- i. County will provide monthly tonnage reports to the District, electronically when feasible, by the 7th working day of each month for the previous month's service;
 - ii. County will then provide monthly statements to the District by the 10th working day of each month for the previous month's service;
 - iii. District shall pay for services timely invoiced by the 30th of each month for the previous month's service; and.
 - iv. County shall offer an option for electronic or purchase card payments.
- d. Landfill tipping fees, Transfer Station fees, green waste and the leaf processing fee are subject to change not more frequently than annually, but any increase shall be based on the County's documented cost of services as documented and provided to the District, or study based with findings and recommendations provided to the District. The County shall not increase any tipping fee, Transfer Station fee, Green Waste, or leaf processing fee without a minimum of ninety (90) days advance written notice to the District.

5. Hours of Operations and Extended Services.

The District acknowledges the County's usual and customary hours of operation of the Landfill and of the Transfer Station. If circumstances beyond the control of the District cause a need for extend service hours, the District may request the County to extend its hours of operation. In the event the hours of operation at the Landfill or at the Transfer Station are extended at the specific request of the District, the District agrees to reimburse the County for the District's proportional share of actual costs associated with the extension of hours of operation.

Only documented costs may be passed on to the District, plus a standard administrative fee or mark-up. County will provide to the District after-hours contact information for emergency disposal needs.

District agrees to reimburse County for costs associated with reopening the landfill or transfer station in an emergency situation when requested by the District.

6. Reports.

Upon request, each Party agrees to provide to the other Party any available reports necessary to determine the District's collection or disposal levels.

7. Notices.

For purposes of communicating and maintaining ongoing contract management, notices may be provided to the Parties at the following addresses and contact persons (or to such other address or addresses or contact person as shall be specified in any notice given):

DISTRICT: Pam Roberts, Executive Director
604 W. 6960 S.
Midvale, Utah 84047

COUNTY: Chief Administrative Officer
2001 S. State Street Suite, N2100
Salt Lake City, Utah 84190

Any notice of default, response to a notice of default, or notice of termination given under paragraph 1 above shall be effective three (3) days after mailing by certified or registered U.S. mail, postage pre-paid. Otherwise, a written notice shall be effective immediately upon delivery to the persons and addresses noted above or on the third (3rd) business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above.

8. Liability.

The District and the County are governmental entities under the Governmental Immunity Act of Utah (Utah Code Ann § 63G-7-101, *et seq.*) (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, and as provided therein, 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 limit 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 claim 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 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 such notice of claim. Each Party also agrees to notify the other Party of any summons and/or complaint served upon 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.

9. Interlocal Cooperation Act.

The Parties intend to enter into this Agreement pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, *et. seq.* For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- a. The Parties do not, nor intend to, create an interlocal entity by this Agreement.

- b. Each Party has submitted this Agreement to an attorney authorized to represent the said Party for review as to proper form and compliance with applicable law.
- c. The duration of this Agreement is as set forth in paragraph 1 and this Agreement may be terminated as provided in paragraph 1 or paragraph 10.
- d. The District charges fees for the waste and recycling collection services it provides to customers. Those fees are the District's source of funds to make payments to the County as required by this Agreement. The District shall be responsible for formulating and approving its annual budget and the County shall be responsible for formulating and approving its annual budget and, in particular, the annual budget of the Landfill and of the Transfer Station, with input and approval from Salt Lake City and/or the Salt Lake Valley Solid Waste Management Council and any other approval as may be required by the interlocal agreement between the County and Salt Lake City.
- e. To the extent that a Party acquires, holds, and disposes of 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 and there will be no jointly owned real or personal property. Consequently, there will be no need to dispose of any jointly owned property upon the partial or complete termination of this Agreement.
- f. To the extent that it may be necessary to administer the cooperative undertaking set forth in this Agreement, the Executive Director of the District shall have full authority and responsibility to administer the cooperative undertaking on behalf of the District

and the Chief Administrative Officer of the County shall have full authority and responsibility to administer the cooperative undertaking on behalf of the County.

- g. Since this Agreement cannot take effect under the Interlocal Cooperation Act until it is approved, signed and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon the approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party.
- h. Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Interlocal Cooperation Act, which failure would cause this Agreement to fail to be effective under the Interlocal Cooperation Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Interlocal Cooperation Act.

10. Non-Funding.

Each Party operates pursuant to a calendar year fiscal year. The Parties acknowledge that the obligation of either Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the County's provision of services or the District's payment of fees as provided in this Agreement. Funds are not presently available for the performance of this Agreement beyond the end of each Party's current fiscal year, which is December 31. Each Party's obligation beyond the end of any calendar year during the term of this Agreement, including any renewal or extension thereof, is contingent upon funds being appropriated annually for any payment due from the District hereunder or for the provision by the County of the services to be provided under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in

insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on either Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments required to perform hereunder as then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of the other Party to this Agreement.

11. Applicable Law.

The provisions of this Agreement shall be governed by and be construed in accordance with the laws of the State of Utah.

12. Integration.

This Agreement constitutes the entire agreement between the Parties pertaining to the District's use of the Landfill, the Transfer Station, and waste disposal services provided by the County as provided herein, and supersedes all prior agreements and understandings between the Parties pertaining thereto.

13. Waiver.

No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement, term or condition of this Agreement. Either Party may, by notice delivered in the manner

provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

14. Amendment.

The Parties may amend this Agreement in a writing signed by both Parties. The amendment shall not be effective if it is not in writing, or if it is not signed by both Parties.

15. No Agency.

Agents, employees or representatives of any party shall not be deemed to be agents, employees or representatives of the other Party.

16. Rights and Remedies.

The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the rights or remedies provided in this Agreement shall not preclude the exercise of any other right or remedy.

17. Claims and Disputes.

Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless the provision of any service to be provided to the District by the County hereunder is otherwise terminated pursuant to the provisions hereof or as otherwise agreed to in writing by the Parties during any litigation, the County shall continue to provide landfill and waste disposal services and the District shall continue to make payments to the County for the same in accordance with the terms of this Agreement.

18. Severability.

In the event that any condition, covenant or other provision hereof is held to be invalid, void, or unenforceable, 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

19. Litigation Expenses.

If any action, suit or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

20. Authority.

Each Party to this Agreement represents and warrants to the other Party that the said Party has full right, title, power and authority to enter into this Agreement and to perform as provided in this Agreement.

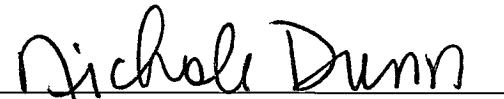
IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused

this Agreement to be duly executed as of the day and year first above written.

WASATCH FRONT WASTE AND
RECYCLING DISTRICT:

SALT LAKE COUNTY


By: 
Executive Director

By: 
Mayor or Designee

Date: 3-25-14

Date: 3-26-14

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:


Attorney representing Wasatch Front Waste
and Recycling District

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

 3-21-14
Salt Lake County Deputy District Attorney

5. Salt Lake County and Western Disposal Agreement

County Contract No. PX06364C
District Attorney File No. 2005-1195

**AGREEMENT BETWEEN
WESTERN DISPOSAL, INC. AND SALT LAKE COUNTY
for
WASTE TRANSPORTATION SERVICES**

THIS AGREEMENT, made and entered into as of the 31 day of August, 2006, by and between SALT LAKE COUNTY ("COUNTY"), a body corporate and politic of the State of Utah, and WESTERN DISPOSAL, INC., ("CONTRACTOR") a Utah corporation;

WITNESSETH:

WHEREAS, COUNTY, on behalf of The Salt Lake Valley Solid Waste Management Council, a joint enterprise of Salt Lake County and Salt Lake City, desires to obtain services to transport solid waste from the Salt Lake Valley Transfer Station to the Salt Lake Valley Landfill, or other permitted landfill; transport solid waste to the Salt Lake Valley Landfill; and recycle waste at the Salt Lake Valley Transfer Station, and has issued a Request for Proposals (RFP) seeking offers to provide said services from qualified suppliers thereof; and

WHEREAS, CONTRACTOR has submitted a proposal to provide said services to the COUNTY; and

WHEREAS, COUNTY desires to accept said proposal and to receive the services of CONTRACTOR as set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. SCOPE OF AGREEMENT.

Services to be provided COUNTY by CONTRACTOR under this Agreement are described in that certain Request for Proposals, # PX05364, dated February 13, 2006; Addendum No. 1 to said RFP, dated February 24, 2006; and Addendum No. 2 to said RFP, dated March 7, 2006, all of which are attached to this writing as Exhibit 1 and incorporated into the Agreement by this reference. The services specified in Exhibit 1 may be modified by CONTRACTOR's response to said RFP, which is attached to this writing as Exhibit 2 and incorporated into the Agreement by this reference. Modifications to CONTRACTOR's response, attached as Exhibit

2, are set forth in that certain letter dated August 25, 2006, which is attached to this writing as Exhibit 3. The COUNTY and CONTRACTOR agree that the method or program of providing the services to be performed under the Agreement shall be as set forth in said documents.

2. INTERPRETATION OF DOCUMENTS.

The Agreement shall consist of this writing, Exhibit 1, Exhibit 2, and Exhibit 3. What is called for by one document shall be the same as if called for by all. In the event any inconsistency exists between the terms of the documents of the Agreement, the inconsistency shall be resolved by giving priority to the documents in the following listed order:

- A. This writing,
- B. Exhibit 3,
- C. Exhibit 2,
- D. Exhibit 1.

The intent of this paragraph is to clarify that the COUNTY's description of the services to be provided is set forth in Exhibit 1, and the burden shall be upon CONTRACTOR to clearly specify through Exhibits 2 and 3 that CONTRACTOR is providing a different service(s) than that specified by COUNTY and the terms and conditions of CONTRACTOR's offer. COUNTY's acceptance of CONTRACTOR's offer will be evidenced by the inclusion in this contract of Exhibit 2 and Exhibit 3, with the CONTRACTOR's offer clearly stated therein. Pen and ink changes or interlineations in CONTRACTOR's typed or printed offer in Exhibit 2 and Exhibit 3 shall prevail over the original typed or printed words.

3. PAROL EVIDENCE.

The parties intend that the parol evidence rule be strictly applied in the interpretation of this Agreement. Any term or condition contended for by either party which is not clearly established by the writings of the Agreement shall not be binding. Only written amendments to the Agreement, executed by the parties, shall be effective to establish or modify any term or condition contended for by either party.

4. CONSIDERATION.

The parties stipulate and agree that this is a "requirements" agreement, by which CONTRACTOR shall furnish its services as required by COUNTY throughout the term of the Agreement. Consideration for providing such services shall be given according to CONTRACTOR's offers, set forth in Exhibit 2 and Exhibit 3.

5. TIME.

The parties stipulate that time is of the essence in the performance of this Agreement. The times of performance shall be those reasonably required for the completion of services

requested by County and any failure in performance according to the times so established shall be a default of this Agreement and shall be just cause for immediate cancellation by COUNTY of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

6. CONFIDENTIALITY.

CONTRACTOR shall hold all information provided to it by COUNTY for the purposes of assisting CONTRACTOR in performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of CONTRACTOR's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media. Material, information, data, reports, etc. prepared by CONTRACTOR in performance of this Agreement shall also be held confidential by CONTRACTOR and COUNTY shall have the obligation or privilege of releasing such information as it may desire, or as required by law.

7. ASSIGNMENT.

CONTRACTOR shall not assign or transfer the duties of its performance under this Agreement, nor rights to compensation under this Agreement, without the prior written approval of COUNTY, given through COUNTY's representative, to be named hereafter.

8. STATUS OF CONTRACTOR.

CONTRACTOR shall be deemed an independent contractor in all circumstances surrounding its performance of services under this Agreement. CONTRACTOR hereby acknowledges that no officer, agent, or employee of COUNTY, including COUNTY's representative, is authorized to direct or exert any control over the manner, method or means whereby CONTRACTOR performs under the Agreement. COUNTY hereby declares that its interest lies solely in the results of CONTRACTOR's performance, and, except for the performance standards established by this Agreement, has no interest in the means by or through which CONTRACTOR performs hereunder. CONTRACTOR agrees to take reasonable steps to ensure that all persons with whom it is involved in performing under this Agreement are aware that it is an independent contractor.

9. INDEMNIFICATION AND INSURANCE.

CONTRACTOR agrees to indemnify COUNTY and its officers and employees against, and hold them harmless from, any and all claims of liability for property damage or personal injury, including death, which may arise from the negligent acts or omissions of CONTRACTOR or any of CONTRACTOR's employees during their performance of services under this Agreement. CONTRACTOR agrees to purchase and maintain, at its own expense, all forms of insurance necessary for adequate coverage of the risks inherent in its performance under this Agreement. CONTRACTOR agrees to name COUNTY as an additional insured party under

such contracts of insurance. COUNTY shall have the right, but not the duty, to stop CONTRACTOR's work under the Agreement whenever COUNTY has reasonable cause to believe that CONTRACTOR is not properly insured, and such delays in work shall not entitle CONTRACTOR to an extension of time to complete performance of services hereunder.

10. GOVERNMENTAL IMMUNITY.

The parties stipulate that COUNTY is a governmental entity of the State of Utah, subject to the provisions of the Governmental Immunity Act of Utah ("Act"), Title 63, Chapter 30d, Utah Code, 1953 as amended. The parties agree that COUNTY shall only be liable to third parties within the parameters of said Act. Nothing contained in this Agreement shall be construed in any way, to modify the monetary limits of liability set forth in the Act or the bases for liability established in the Act. COUNTY represents that it is self-insured pursuant to the provisions of Section 63-30d-801 of the Act.

11. NON-FUNDING CLAUSE.

As the Salt Lake County Council prepares its budgets for any fiscal year during the period this Agreement is in effect, COUNTY shall request the appropriation of funds necessary to pay for the services to be provided by CONTRACTOR under this Agreement during the next succeeding fiscal year. However, if funds are not made available beyond December 31 of any effective fiscal year of this Agreement, the COUNTY's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY as to succeeding fiscal years, and this Agreement shall terminate on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments for which funds are budgeted and appropriated. Said termination shall not be construed as a breach of this Agreement and it shall be without right of action for damages or other relief accruing to the benefit of CONTRACTOR, its successors, or assigns.

If funds are not appropriated for a succeeding fiscal year to fund performance by COUNTY under this Agreement, COUNTY shall promptly notify CONTRACTOR of said non-funding and of the termination of this Agreement. COUNTY shall give such notice as soon as practicable, and will attempt to provide said notice no later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

12. INSURANCE.

12.1 CONTRACTOR shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

12.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the COUNTY.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Consultant shall furnish certificates of insurance, acceptable to the COUNTY, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, CONTRACTOR shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the CONTRACTOR hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, CONTRACTOR shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the COUNTY, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the COUNTY.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the COUNTY in a manner approved by the County District Attorney.

G. In the event CONTRACTOR fails to maintain and keep in force any insurance policies as required herein, COUNTY shall have the right at its sole discretion to obtain such coverage and reduce payments to CONTRACTOR for the costs of said insurance.

12.1.2 REQUIRED INSURANCE POLICIES.

CONTRACTOR agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers’ compensation and employer’s liability insurance as required by

the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, CONTRACTOR shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with the COUNTY as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the COUNTY, CONTRACTOR, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from CONTRACTOR's operations under this Agreement, whether performed by CONTRACTOR itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Professional liability insurance is ~~not~~ required.

D. Commercial automobile/truck/motor vehicle liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the COUNTY as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

13. NO OFFICER OR EMPLOYEE INTEREST – CONFLICTS OF INTEREST.

No officer or employee of CONTRACTOR or any member of their immediate families shall serve on a COUNTY board or committee or hold any position which by rule, practice, or action supervises CONTRACTOR's operations, or authorizes funding or payments to CONTRACTOR under this Agreement.

14. REPRESENTATION REGARDING ETHICAL STANDARDS FOR COUNTY OFFICERS AND EMPLOYEES AND FORMER COUNTY OFFICERS AND EMPLOYEES.

The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a county officer or employee, or former county officer or employee, or to said county officer's or employee's, or former county officer's or employee's relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (3) breached any of the ethical standards set forth in law or Salt Lake County's Conflict of Interest ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, 2001); or (4) knowingly influence, and hereby promises that it will not knowingly influence, a county officer or employee or former county officer or employee to breach any of the ethical standards set forth in law or Salt Lake

County's Conflict of Interest ordinance, cited above.

15. CAMPAIGN CONTRIBUTIONS.

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. (Chapter 2.72A, Salt Lake County Code of Ordinances, 2001.) CONTRACTOR acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. CONTRACTOR further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

16. PUBLIC FUNDS AND PUBLIC MONIES.

A. Definitions: "Public funds" or "public monies" mean monies received from the state monies appropriated by the Legislature to a county governing body, or local authority, for the purpose of providing programs and services. The terms include those federal, state, and local funds that have been or will be transferred by COUNTY to CONTRACTOR under this agreement to provide services and programs. Said funds shall maintain the nature of "public funds" while in CONTRACTOR's possession. "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider of public programs or services.

B. CONTRACTOR's Obligation: CONTRACTOR, as a recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this agreement for the provision of services to Salt Lake County. CONTRACTOR understands that it, its officers, and employees may be criminally liable under § 76-8-402, Utah Code Ann. 1953, as amended, for misuse of public funds or monies. CONTRACTOR expressly understands that COUNTY may monitor the expenditure of public funds by CONTRACTOR. CONTRACTOR expressly understands that COUNTY may withhold funds or require repayment of funds from CONTRACTOR for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

17. TERM OF AGREEMENT.

Unless sooner terminated pursuant to other provisions of the Agreement, the Agreement

shall be effective upon execution by the second of both parties and shall continue in effect for a period of ten (10) years from the date of execution ("Term"). This agreement may be renewed at the end of the initial Term for an additional five-year term, and, at the end of the second term, for one (1) additional five-year term, upon the same terms and conditions as set forth in this Agreement.

18. TERMINATION.

A. Termination for Default

1. COUNTY may, by written notice of default to CONTRACTOR, terminate this Agreement in whole or in part if CONTRACTOR fails to:

- (a) Perform the work under the Agreement within the time specified;
- (b) Prosecute the work so as to endanger performance of the Agreement; or
- (c) Perform any of the other provisions of this Agreement.

COUNTY's right to terminate under 1(b) or 1(c), above, may be exercised if CONTRACTOR does not cure such failure within 10 days after receipt of the notice from COUNTY specifying the failure in performance.

2. The rights and remedies of COUNTY under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination for Convenience

After this Agreement has been in effect for a period of seven (7) years, COUNTY may terminate this Agreement, in whole or in part, when it is in the COUNTY's interest. If this Agreement is terminated for convenience, COUNTY shall be liable to CONTRACTOR only for payment under the payment provisions of this Agreement for services rendered and/or work done prior to the effective date of termination. In no case will COUNTY pay CONTRACTOR for CONTRACTOR's lost or expected profit on work not performed due to COUNTY's termination.

19. PROJECT REPRESENTATIVES.

The COUNTY's representative to assist in the administrative management of the work to be performed under this Agreement and to assist CONTRACTOR in obtaining any information or service reasonably available to COUNTY and relevant to the completion of the work, shall be the Director, Solid Waste Management Division. Said representative shall have no authority over the means or methods by which CONTRACTOR performs its work.

CONTRACTOR shall designate an agent and make known to the COUNTY the name and title of said agent within its organization who is authorized to act as CONTRACTOR's representative in its performance of this Agreement. The CONSULTANT's representative shall have the responsibility of working with the COUNTY to coordinate the performance of its obligations under this Agreement.

20. LABOR REULATIONS AND REQUIREMENTS

CONSULTANT agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. CONSULTANT shall indemnify and hold COUNTY harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced herein by CONSULTANT, its agents or employees.

21. NOTICES.

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties by addressing the same to the Project Representatives named pursuant to the provision of Paragraph 19, above.

22. COSTS UPON DEFAULT.

If either party is deemed to be in default in its performance hereunder, the party claiming default shall, if its claim for default is admitted by the other party or upheld by a court of competent jurisdiction, be entitled to receive from the defaulting party the costs it reasonably incurs, including attorney's fees, as a result of its attempts to enforce its rights and remedies as provided by this Agreement and/or by law. The right to costs specified in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

23. ENTIRE AGREEMENT.

This writing, together with Exhibit 1, Exhibit 2 and Exhibit 3 contain the entire agreement between the parties, and no statements, promises or inducements made by either party that are not contained in any of said documents shall be binding or valid, and this Agreement may not be enlarged, modified or altered except in writing signed by the parties.

24. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable laws, ordinances, statutes, policies and rules.

25. LAWS OF UTAH.

This Agreement shall be interpreted and enforced according to the laws of the state of Utah, and jurisdiction of any dispute arising hereunder shall be in the Third Judicial District Court in and for Salt Lake County.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

SALT LAKE COUNTY

By *Millen*
County Mayor or Designee

WESTERN DISPOSAL, INC.

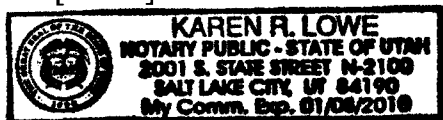
By *Larry Paul*
Title *Operations Manager*

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By *R. Smith*
Deputy District Attorney
Date 8/30/06

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 31 day of August, 2006, personally appeared before me Doug Willmore, who being duly sworn, did say that s/he is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

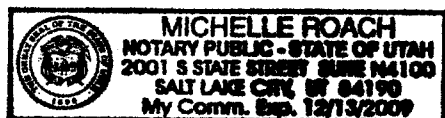
[SEAL]



Karen R. Lowe
NOTARY PUBLIC
Residing in Salt Lake County, Utah
My commission expires:

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On this 31st day of August, 2006, personally appeared before me
Tracy Evans, who being duly sworn, did acknowledge that (s)he is
 the Operations Manager of Western Disposal, Inc., and that the foregoing
 instrument was signed on behalf of said corporation by authority of [] its bylaws [] a resolution
 of its board of directors [] law.



Michelle Roach
 NOTARY PUBLIC
 Residing in: Salt Lake County
 My commission expires: 12/13/2009

EXHIBIT 1

Draft



SALT LAKE COUNTY

PETER M. CORROON
Salt Lake County Mayor

April Townsend
Administrative Services
Department Director

CONTRACTS & PROCUREMENT DIVISION

Richard L. Chamberlain, C.P.M.
Contracts & Procurement
Division Director
rchamberlain@slco.org

Salt Lake County
Government Center
2001 South State Street
Suite N-4500
Salt Lake City, UT 84190-3100

801 / 468-2556
801 / 468-2476 fax

February 13, 2006

Subject: Request for Proposals
Transport and/or Disposal of Municipal Solid Waste

Dear Interested Provider:

Salt Lake County is soliciting competitive proposals from qualified firms to deliver solid waste to the Salt Lake Valley Landfill and/or to haul waste from the Salt Lake Valley Transfer Station to the Salt Lake Valley Landfill or another permitted MSW Landfill.

A pre-proposal conference will be **Wednesday**, February 22 at 3:00 PM. It will be at the Transfer Station, 502 West 3300 South, South Salt Lake City. Interested proposers are strongly encouraged to attend.

Eleven copies of your sealed proposal will be accepted until **3:00 PM on Wednesday, March 15, 2006** at the Office of Contracts & Procurement, 2001 South State Street, Room N4500, Salt Lake City, UT 84190. No responses will be accepted after that date and time.

The sealed transmittal is to have **"Transport and/or Disposal of Waste"** clearly **marked on** the outside of the package. The proposal must include a cover letter indicating the firm's willingness to enter into an agreement with Salt Lake County.

For any questions regarding this "Request for Proposal", send an e-mail to spierce@slco.org or fax to 801-468-2476.

Sincerely,

Sharon Pierce

Sharon Pierce
Consultant Selection Manager

REQUEST FOR PROPOSALS

SALT LAKE COUNTY

Transport and/or Disposal of Municipal Solid Waste from the Salt Lake Valley Transfer Station

RFP #PX05364

Date of Issue: February 13, 2006

Draft

Salt Lake County

Division of Solid Waste Management

TABLE OF CONTENTS

TITLE	PAGE NO.
I. INTRODUCTION	3
II. PURPOSE	3
III. NOTICE OF INTEREST	3
IV. TERM OF AGREEMENT	3
V. BACKGROUND	3
VI. SCOPE OF WORK	4
VII. COSTS/FEES	5
VIII. PROPOSAL SUBMISSION REQUIREMENTS	5
IX. EVALUATION CRITERIA	6
X. SUBMISSION OF PROPOSALS	8
XI. PROJECTED SCHEDULE FOR THE RFP PROCESS	8
XII. PRE-PROPOSAL CONFERENCE AND ACCOMODATIONS	8
XIII. WRITTEN AGREEMENT REQUIRED	9
XIV. CONTRACT & PROPOSAL INFORMATION	9

ATTACHMENT A – Notice of Interest

ATTACHMENT B – Political Contribution Notice

ATTACHMENT C – Service Contracts Preference for Employee Health Care

ATTACHMENT D - Sample Score Sheet

ATTACHMENT E - Sample Consultant Agreement

I. INTRODUCTION

Salt Lake County is soliciting competitive proposals from qualified firms to deliver solid waste to the Salt Lake Valley Landfill and/or to haul waste from the Salt Lake Valley Transfer Station to the Salt Lake Valley Landfill or another permitted MSW Landfill.

II. PURPOSE

The County is considering to contract with a high quality firm or a combination of firms to consistently provide integrated solid waste services for the delivery and disposal of municipal solid waste in order to maintain an inflow of revenue at the Salt Lake Valley Landfill. This will ensure our economic stability to support a number of recycling programs that are beneficial to the residents of Salt Lake County.

III. NOTICE OF INTEREST

If you are interested in submitting a proposal, please fill out the attached Notice of Interest Form (Attachment A) and fax it to the County at the number indicated on the form. All subsequent information regarding this RFP will be directed only to those who return the form with an indication that they intend to submit a proposal.

IV. TERM OF AGREEMENT

It is the intent of the County to enter into a contract with the successful proposer for a 10 year term. The contract may be renewed for two additional 5 year terms.

V. BACKGROUND

During the last year the inflow of waste going to the Salt Lake Valley Landfill declined by about 30%. This has reduced revenues and increased costs per ton for disposal. Also, many other programs and services which are very beneficial to the residents are now in jeopardy because of the loss of revenue. The citizen unloading station, household hazardous waste site, composting project, recycling education, and Salt Lake City & Salt Lake County residential collection programs have historically been financially supported by the landfill operation. Also, because of the convenient location of the Salt Lake Valley Transfer Station there are opportunities to expand the recycling of its incoming waste.

There is an existing contract for the disposal of waste now coming into the Salt Lake Valley Transfer Station. Because of ongoing disposal costs and waste flow concerns this contract may be canceled if a response to this RFP is selected that provides lower disposal fees, more stability, and long term benefits for Salt Lake County residents. With the reduction of waste coming to the Salt Lake Valley Landfill there is no longer a need to export waste to extend the life of the Salt Lake Valley Landfill.

VI. SCOPE OF WORK

The County is considering to contract with an experienced and high quality firm or combination of firms that can provide hauling and/or delivery of waste to the Salt Lake Valley Transfer Station and Salt Lake Valley Landfill. Companies may consider partnering. The County will also consider options to reduce the waste flow exported from the Salt Lake Valley Transfer Station. The County will consider all options, but is primarily interested in the following services associated with the delivery and transfer of municipal solid waste:

Hauling of waste from the Salt Lake Valley Transfer Station to the Salt Lake Valley Landfill

Hauling of waste from the Salt Lake Valley Transfer Station to another permitted landfill

Disposal of waste coming into the Salt Lake Valley Transfer Station

Delivery of waste to the Salt Lake Valley Landfill

Recycling of waste at the Salt Lake Valley Transfer Station, including separation and transport to a recycling center

A guaranteed exchange of waste flow to retain 440,000 tons per year with tonnage pricing included in the proposal

Any combination of the above options that is in the best interest of the County in meeting the need and purpose.

During the last few years the amount of incoming waste at the Salt Lake Valley Transfer Station was about 165,000 tons. The annual amount of incoming commercial waste at the Salt Lake Valley Landfill was about 600,000 tons. It is now down to 400,000 tons per year. Proposals should address various arrangements which mutually and equally benefit both Salt Lake County & Salt Lake City and the contractor, e.g. truck haul from the Salt Lake Valley Transfer Station to the Salt Lake Valley Landfill or another landfill, tipping fee pricing, recycling arrangements, comparable tonnage volumes, hours of operation, etc. The beneficial exchange of tonnages will be reviewed annually. The balancing of costs and revenues related with the exchange of tonnage is critical. Recycling components in a balancing formula should also be considered.

VII. COSTS/FEES

List the pricing you are proposing for the delivery of waste at the Salt Lake Valley Transfer Station, Salt Lake Valley Landfill, or for the disposal of waste from the Salt Lake Valley Transfer Station to another landfill.

A cost per ton should be submitted for truck hauling, transfer station tipping fee, and disposal fees at alternative landfills. Also, benefits and revenues for removal of recycling materials should be included. The basis for making annual fee adjustments should also be submitted. We prefer a cap on price change requests such as the Utah CPI or Wasatch Front Cost of Living changes for the same period of time.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation must include, but are not limited to, the following information. This information should be submitted in 30 single sided pages or less. Each page should be numbered. Proposals in nonstandard formats cannot be evaluated. Failure to follow the prescribed format will result in rejection of the proposal.

- A. **Firm's Qualifications.** Provide a brief description of your firm's background, its focus, the scope and nature of services routinely provided by your firm on projects of this nature and its capabilities. Identify the type of business (corporation, partnership, sole proprietor, etc) and license number to do business in the State of Utah.
- B. **Project Team.** Provide an organizational chart showing the level of organizational responsibility of all firms and major participants of your proposed project team. Include resumes of those principals, firm partners and other key project staff members who will be directly involved in the overall project. For each person listed in the chart, please provide the percentage of time the person is expected to work on this project. By listing the individuals in the proposal, the proposing firms are making a commitment that they are the entities and personnel who will be assigned to the project. The County must approve any changes to the firms or personnel indicated. The County reserves the right to request a substitution of personnel.
- C. **Relevant Experience.** Provide detailed relevant experience of similar projects which shall include the following: Name of client, contact person, current phone number; dates service was performed; brief description of service performed or project; original and final contract amount; and any other pertinent information regarding experience. State the number of years of relevant experience and demonstrated ability to perform under the provisions of this RFP.

D. Proposed Approach. Describe the proposed approach of your firms for the following:

1. Proposed Options: Describe the specific options you are submitting in response to this Request for Proposals. A number of options are listed above under the **Scope of Work** section.
2. Recycling: An explanation of proposed recycling arrangements must include the type and expected volume of materials to be recycled, the sources of waste to be recycled, equipment and labor needed, the specific location and layout for the recycling process.
3. Tonnage Balancing/Exchange: Define how tonnage flow will be exchanged so that the Salt Lake Valley Landfill inflow is balanced over time at 440,000 tons per year. Address where the tonnage will be going, how much, the timeframe, and the type of waste that will be contractually exchanged (e.g. MSW, baled waste, C&D waste, etc.). Specify the modes of transportation and where tonnages will end up at for disposal. We currently have two operational transfer trailers and trucks that can be available to participate in your exchange proposal subject to contractual agreement.
4. Hours of Operation: Submit any requested changes in hours of operation, either earlier or later, Monday → Saturday at the Salt Lake Valley Landfill and/or the Salt Lake Valley Transfer Station that will best fit your proposed exchange agreement. You may also have some recommendations for seasonal changes.

- E. Project Schedule.** Time is of the essence in all project activities to assure the earliest possible project delivery. Provide a brief history of your firm's past experience and the ability to complete projects on time.
- Proposed Implementation Schedule.** Provide a time schedule stating a startup time and when each of the key tasks of your proposal would be completed.
- F. Proposed Fee.** Refer to VII COSTS/FEES. The County may consider a preference per Attachment C.

IX. EVALUATION CRITERIA

Proposals will be evaluated and ranked by a selection committee. Attachment D is a sample of the score sheet each Committee member will fill out on each proposal received. A select number may, if it is in the best interest of the County, be invited for an interview. The County reserves the right to request a best and final offer. A recommendation will then be presented to the Mayors for consideration and approval.

Evaluation criteria with assigned weights are as follows:

<u>Weight</u>	<u>Criteria</u>
1	<p>Firm's Qualifications</p> <p>The qualifications of the firm and the demonstrated ability to perform the proposed services. The offeror's indication of the understanding of the purpose and scope of this RFP as evidenced by the quality of the proposal submitted.</p>
1	<p>Project Team</p> <p>The professional experience, qualifications, and educational background of the individual(s) assigned to this project in working together and conducting similar work of comparable size and complexity. The shown capability to deal effectively with the County based upon references provided and other resources such as the County's experiences with offeror and other local governmental agencies.</p>
1	<p>Relevant Experience</p> <p>The offeror's background and related experience in conducting similar projects of comparable size and complexity.</p>
3	<p>Proposed Approach</p> <p>The overall approach the offeror proposes to take. The shown methodology and philosophy and how it will be applied to this project.</p>
1	<p>Project Schedule and Proposed Implementation Schedule</p> <p>The demonstrated ability of the offeror to perform the services within the specified proposed project schedule.</p>
3	<p>Proposed Fee</p> <p>The cost the offeror proposes to the County for performance of the services required under the solicitation. The breakdown of all proposed costs should be clear, concise and conforms to the County's needs. The County Council passed a resolution for service contracts to be awarded through a preference system. You must include a letter from your Insurance Agent if you wish to receive a preference for offering health care benefits to your employees. See Attachment C for information about the preference criteria.</p>

X. SUBMISSION OF PROPOSALS

Eleven (11) copies of your sealed proposal will be accepted until 3:00 PM on Wednesday, March 15, 2006 at the Office of Contracts & Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84190-3100. No responses will be accepted after the closing date and time.

The sealed transmittal is to have "Transport and/or Disposal of Waste" clearly marked on the outside of the package and on the body of the proposal. All copies should be put into **one** envelope or box and sealed. Do not put each proposal copy in a separate sealed envelope.

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the offeror. Scheduled interviews will be optional. All costs and expenses associated with attending an interview will also be borne by the offeror. All proposals become the property of Salt Lake County. Salt Lake County reserves the right to stop the selection process at any time if it is **considered** to be in the best interest of the County. Salt Lake County also reserves the right to **reject any** or all proposals submitted. The County reserves the right to enter into more **than one** agreement from the proposals submitted for this RFP.

XI. PROJECTED SCHEDULE FOR THE RFP PROCESS

The County reserves the right to **modify this** schedule at their discretion.

<u>Activity</u>	<u>Date</u>
Pre-Proposal Meeting	February 22
Final day to submit questions	March 6
Proposal Due Date	March 15
Committee Meeting	March 24
Offerors Interviews	March 31
Notified of committee's recommendation	April 5
Anticipated Notice to Proceed	May 1

XII. PRE-PROPOSAL CONFERENCE AND ACCOMODATIONS

A pre-proposal conference will be held at the Salt Lake Valley Transfer Station at 3:00 PM on February 22, 2006. The address is 502 West 3300 South, South Salt Lake. The purpose of the conference is to discuss the services that are being sought and to answer questions regarding the RFP.

Proposers are encouraged to submit their questions in writing before the conference to spierce@slco.org. The conference is for informational purposes only and is not binding.

If a written response is needed to modify or clarify the RFP, it will be issued by addendum.

Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request within three working days notice. This document is available in alternate formats such as Braille, audio cassette, large print, etc. For assistance, please call V/468-2351; TDD/468-3600.

XIII. WRITTEN AGREEMENT REQUIRED

The selected offeror must be willing to enter into a written agreement with Salt Lake County. A binding agreement between the County and offeror will be dependent upon the negotiation, preparation, and execution of a formal contract. If your firm wishes to alter any of the conditions present in this RFP, Attachments, or any Addendums issued that item must be specifically mentioned in the proposal, with a reasonable alternative presented.

XIV. CONTRACT AND PROPOSAL INFORMATION

Submitting a proposal acknowledges your firm has read, understands, and agrees to be bound and fulfill the requirements and terms and conditions of this solicitation.

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for ninety (90) days after the opening date, unless a different period is stated in the County's RFP. Any proposal, which does not offer to remain firm for the required period, may be considered to be non-responsive.
- B. Laws of the State of Utah: All contracts pursuant to acceptance of the offeror's proposal will be interpreted, construed, and given effect according to the laws of the State of Utah and the Ordinances of Salt Lake County. No contract will be assigned, in whole or in part, without the written consent of the County.
- C. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period.

Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll free at 877-526-3994 or by accessing: www.commerce.utah.gov.

- D. Public Domain: Offerors are advised that Utah law and County ordinances provide that, upon fully executed of a contract subsequent to an RFP, the contents of the awarded proposal received pursuant to said request may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63-2-101 et seq. and County ordinance. Trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if offeror clearly identifies, in writing, any part of their proposals which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under GRAMA. Proposals in total will not be considered proprietary. All materials submitted by an offeror in response to the County's RFPs will become the property of the County upon delivery and will be managed in accordance with GRAMA.
- E. Cover Letter: The proposal will have a cover letter indicating the firm's willingness to enter into an agreement with Salt Lake County. An officer of the company who has the authority to commit their firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), a business address of the offeror and telephone number. Please include one or two e-mail addresses where you could be notified of an oral interview. The proposal will be signed, in ink, by a principal of the business who is authorized to execute the contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.
- F. Inquiries: All inquiries relating to the specifications or proposal procedure should be directed to Sharon Pierce, Consultant Selection Chair in the Division of Contracts and Procurement at: spierce@slco.org or faxed to 801-468-2476. **Do not contact the agency, division, department, or other County officers or employees.**
- G. Costs: All costs associated with the preparation of the proposal, as well as any other related materials and delivery, will be solely borne by the offeror. All proposals become the property of the Salt Lake County. The County will not be responsible for said costs in any event, including, but not limited to, termination of the project in whole or in part, rejection of the proposals as non-responsive, or rejection of the proposal as non-responsive.
- H. Changes or Modifications: Any changes or modification to the Request for Proposal will be accomplished in writing by addendum. Offerors submitting a proposal based on any information other than that which is contained in the County's RFP, or any addendum thereto, do so at their own risk.

- I. Receiving Proposals: The Division of Contracts and Procurement will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by the Division of Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFPs. After the closing time, only the identity of each offeror will be made public. If only one proposal is received in response to the County's request, the Division of Contracts and Procurement, in coordination with the organization requesting the services may recommend an award of a contract to the single offeror if the proposal is responsive. Alternatively, if time permits, the Division of Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals. Offerors are advised that no contract will be formed with the County until a proposal is accepted by the Mayor and the contract is signed by all parties.
- J. Modifying or Withdrawing Proposals: Offerors may modify or withdraw their proposals at any time prior to the closing time. The County requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the Division of Contracts and Procurement. Offerors may withdraw their offer if the County and Offeror cannot agree on contract terms.
- K. Rejection of Proposals: The County reserves the right to reject any or all proposals, to accept any proposal in total or in part unless the offeror clearly states in its proposal that acceptance must be on an "all or none" basis, to waive any minor irregularity or technical error in the form of proposals or in compliance with the instructions to proposers, and to stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations from the specifications of the RFPs will be rejected as non-responsive. Offerors claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the County in order for the proposal to receive consideration.
- L. Independent Contractors: Offerors agree that if they enter into a contract with Salt Lake County they are independent contractors and have no authority, express or implied, to bind the County to any agreements, settlements, liability, or understanding whatsoever with any third.
- M. Free and Competitive Bidding: Any agreement or collusion among prospective offerors to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- N. Insurance: If awarded the contract, offerors will, at their sole cost and expense, secure and maintain during the term of the contract, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

3. Offerors will furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

4. In the event any work is subcontracted, offerors will require their subcontractors, at no cost to the County, to secure and maintain all minimum insurance coverages required.

5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the offeror will provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

6. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the County District Attorney.

7. In the event the offeror (if awarded the contract) fails to maintain and keep in force any insurance policies as required, County shall have the right at its sole discretion to obtain such coverage and reduce payments under the contract for the costs of said insurance.

REQUIRED INSURANCE POLICIES.

Offeror will be required to secure and maintain the following policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

8. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, the offeror will require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

9. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, the offeror, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from performance under the contract, whether performed by the successful offeror, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

10. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual policy aggregate limit.

11. Commercial automobile liability insurance that provides coverages for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

- O. Indemnification: Offerors will agree to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by offeror, its agents, representatives, officers, employees or subcontractors in the performance of the contract if awarded to offeror.
- P. Termination: The County may terminate the contract for default upon written notice. The County may terminate the contract at any time it deems such termination to be in the public interest or for public convenience by giving written notice at least thirty days prior to the desired termination date unless otherwise provided for in the contract.
- Q. Non-Funding: It will be understood and agreed that funds are not available for performance of this contract by the County beyond the close of the County's current fiscal year. The County's obligation for performance of the contract beyond that date is contingent upon funds being appropriated for payments due under any contract. This termination will not be construed as breach of or default under the contract and will be without penalty or other charges to the County.
- R. Conflict of Interest: Identification of any officer, employee, agent, representative of the County or members of the County Council, or any board, committee, or commission of the county must disclose any interest or conflict they have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, Title 67, Chapter 16, Utah Code Ann. (2004); the County Officers and Employees Disclosure Act, Title 17, Chapter 16a, Utah Code Ann. (2004); and Sections

2.80.100 and 3.16.120 Salt Lake County Code of Ordinances, 2001. The disclosure document must be included in your proposal.

- S. Reasonable Accommodations: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request within three working days notice. This document is available in alternate formats such as Braille, audio cassette, large print, etc. For assistance, please call V/468-2351; TDD/468-3600.
- T. Political Campaign Contributions: Salt Lake County ordinances limit campaign contributions to county candidates by individuals or businesses contracting with Salt Lake County. In order to avoid criminal penalties, please check the County's website, www.slco.org, for details of the County's rules concerning political campaign contributions and contracting. Please refer to Attachment B for additional information.
- U. Infringement: An offeror shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the offeror.
- V. Protests: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications shall be submitted, in writing, prior to the proposal closing date. All other protests shall be submitted, in writing, within five working days after the aggrieved person knows or should have known of the recommended award. Protest letters should specifically state completely the facts which constitute error in the specifications or the intent to award and the desired remedy. Further details are set forth in section 3.20.140, Salt Lake County Code of Ordinances.

ATTACHMENT A - NOTICE OF INTEREST

**Transport and/or Disposal of Municipal Solid Waste
RFP # PX05364**

Failure to return this form may result in no further communication regarding this RFP.

Please complete and mail or fax this confirmation form as soon as possible to:

Consultant Selection Manager
Salt Lake County
2001 South State, Rm. N4500
Salt Lake City, Utah 84190-3100
Fax (801) 468-2476

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

E-Mail Address _____

I have received a copy of the Solid Waste RFP.

_____ We anticipate submitting a proposal.

_____ We will not be submitting a proposal.

I authorize the County of Salt Lake to send further correspondence that the County deems to be of urgent nature.

Signature: _____

Title: _____

A Pre-Proposal meeting has been scheduled for this RFP, please indicate if you plan to attend:

YES / NO

Attachment B

NOTICE TO ALL BIDDERS, VENDORS, CONSULTANTS, AND CONTRACTORS REGARDING CAMPAIGN CONTRIBUTIONS:

Campaign Contributions Ordinance - Salt Lake County campaign contributions ordinance limits a "contractor" from making campaign contributions to county candidates. For purposes of the campaign finance disclosure ordinance, a "contractor" is defined as "any person, business, corporation, or other entity that executes a written agreement with the County for the acquisition or management of goods, services, or property, or the disposal of surplus goods, whether personal, real, or intangible, including all amendments, extensions, or addendums to the existing contract."

Limitation on Contributions by Contractors - Any person, business, corporation or other entity that is a contractor with the County is prohibited from making a total of contributions that exceed \$100.00 to any candidate for county office during the term of the contract and during a single election cycle as defined in the ordinance. For purposes of the ordinance, a person or entity shall be considered a contractor and doing business with the County if it is engaged in any contract with the County on the date of the contribution or it has contracted with the County at any time during a one-year period prior to the date of the contribution. Any person, business, corporation or other entity making contributions of \$100.00 or more to any county candidate shall be prohibited from entering into a contract for at least one year after the date the contribution was made. This limitation on campaign contributions applies only to contracts in excess of \$10,000 and does not apply to contracts entered into by the County pursuant to existing statewide contracts, small cost purchases, and expedited contracts when the County Council waives the requirements of the campaign finance disclosure ordinance as to that particular expedited contract.

Penalties – (1) If a contribution or contributions are received from a "contractor" and without a candidate's knowledge of a violation of the County's campaign finance disclosure ordinance, the candidate may return the contribution without penalty if the contribution is returned within ten (10) days after the candidate knows of the violation, by way of notification from the County Clerk.

(2) If any contribution is made in violation of the prohibition on contributions by contractors, any existing county contract with the contractor may be voided, at the discretion of the county mayor or council. Any contractor who knowingly makes a contribution or contributions in violation of this provision shall be guilty of a class B misdemeanor.

(3) If any contribution is made in violation of the prohibition on contributions by contractors, the official to whom that contribution is made must return the contribution. Any elected official who knowingly takes a contribution or contributions in violation of the campaign finance disclosure ordinance and does not return the contribution will be guilty of a class B misdemeanor.

Attachment C

Preference Given for Health Benefit to Employees

The County Council passed a resolution that service contracts shall be awarded through a preference system. Service contracts may include services combined with goods.

A preference may accrue to a vendor who submits the lowest price to a solicitation for a service contract if other factors are met. To be considered for a preference, offerors must agree to provide at least catastrophic health benefits* to their employees for the period of time covered under a contract awarded from this RFP. The contract period will include all option years and extension periods.

For the preference to apply, the preferred offeror's price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offeror's price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offeror's bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

Please refer to the "Evaluation Criteria" section of the RFP for weighting of the proposed fee. An offer that falls within the preference guidelines will be given a higher rating on the proposed fee criteria.

Proposers may submit offers as described below. Proposers are not required to submit both alternates and may submit under either format. Proposers may also submit under both alternatives. The formats are:

Alternate A shall be the offer to provide services under a contract while providing their employees with at least catastrophic health care benefits as defined below.

Alternate B shall be the offer to provide services under the contract but not providing their employees with health benefits as defined below.

Your proposal must state if you are requesting Alternate A preference.

If there are no Alternate A offers submitted or the Alternate A offer does not fall within the limits shown above, the preference will not be part of the evaluation process.

A signed letter from the offeror's health insurance carrier or agent must accompany the Alternate A preference request. The letter from the carrier or agent must state the policy period or dates of coverage and that the policy provides health insurance coverage for all employees at least equivalent to Catastrophic Health Benefits as defined below.

Proposals should not contain any documents that provide personally identifying information (i.e. protected health information) including but not limited to the Social Security numbers of, or any private health information about the employees covered under the health insurance program.

If not submitted with the proposal requesting Alternate A preference, evidence of catastrophic health benefits must be provided within five days after being notified that the Mayor has approved award of the contract to your firm. If the proof of this insurance coverage is not received within the five-day limit, the County will disqualify the preference status. The health benefit must be in effect prior to submission of the bid package.

The County will have the right to monitor the contractor's compliance when providing the health benefit. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

* "Catastrophic Health Benefits" are defined in County policy as a policy of insurance for health care coverage of all medical-related expenses arising from catastrophic events, and which shall provide for coverage of affected employees and their families after payment by said employees of initial charges of \$3,000 for a single covered individual for medical costs arising out of any one catastrophic event, and initial charges of \$5,000 of two or more covered individuals for medical costs arising out of any one catastrophic event.

Alternate A – Pricing Schedule

(Offeror to provide services while providing employees catastrophic health benefits)

Alternate B – Pricing Schedule

(Offeror to provide services while NOT providing employee catastrophic health benefits)



ATTACHMENT D PROPOSAL REVIEW SCORE SHEET

Transport and/or Disposal of Waste

Firm Name: _____

Proposal Evaluation Criteria	Weight	*Rating	Weighted Rating
Firm's Qualifications	1	X	=
Project Team	1	X	=
Relevant Experience	1	X	=
Proposed Approach	3	X	=
Schedule/Implementation	1	X	=
Proposed Fee	3	X	=
TOTAL	10	GRAND TOTAL	

Maximum score possible is 50 points

*Rating
5 Excellent
3-4 Good
2 Marginal
0-1 Unsatisfactory

Evaluator

COMMENTS: _____

This Score Sheet corresponds with Section VII of the RFP "Proposal Submission Requirements". Please refer for complete description of the criteria.

Attachment E

County Contract No. _____
 Taxpayer I.D. No. _____
 County Attorney No. 200 - _____
 [Last Updated 11/21/05]

AGREEMENT

BETWEEN

SALT LAKE COUNTY

AND

~~[NAME OF CONTRACTING ENTITY]~~

This Agreement is made and entered into this _____ day of _____, 200____, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), and _____, a _____ corporation, with its principal place of business at _____ ("Consultant") *[In some instances "Contractor" may be more applicable].* County and Consultant are sometimes referred to in this Agreement as the Parties.

RECITALS

[Recitals are optional – depending on the agreement.]

NOW, THEREFORE, in exchange for valuable consideration, including without limitation, the mutual covenants, agreements and representations contained in this Agreement, the receipt of which is acknowledged, County and Consultant, with the intent to be legally bound, covenant and agree as follows:

1. SCOPE OF SERVICES.

[See RFP and Proposal for Scope of Services.]

2. CONSIDERATION.

[Some agreements are premised on the payment of fees pursuant to invoicing, some are based on percentages, some on flat fees, or other arrangements. This paragraph will, obviously, vary depending on the arrangement for consideration, as well as when and how payment will be made.]

3. EFFECTIVE DATE/TERM.

This Agreement shall be effective upon execution by both parties and shall continue for a period of ten years from the date of execution ("Term"), with the County and Consultant reserving the right to terminate without penalty at the end of the first year. This agreement may be renewed, at the end of the Term, for two additional five year periods upon the same terms and conditions as set forth in this Agreement ("Additional Terms").

4. INDEPENDENT CONTRACTOR AND TAXES.

The relationship of County and Consultant under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Consultant of employer and employee, partners or joint venturers.

The parties agree that Consultant's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

5. COUNTY REPRESENTATIVE.

County hereby appoints _____ as the County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Consultant under this Agreement.

6. CONSULTANT REPRESENTATIVE.

Consultant shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Consultant's representative in its performance of this Agreement. The Consultant Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

7. STANDARD OF PERFORMANCE/PROFESSIONALISM.

Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Consultant further agrees that it will not

accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

8. INDEMNIFICATION.

Consultant agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Consultant, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

9. GOVERNMENTAL IMMUNITY.

County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63-30d-101, et. seq. (1953, as amended). The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

County represents that it is self-insured pursuant to the provisions of Section 63-30d-801 of the Utah Code.

10. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for the services provided by Consultant under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Consultant, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Consultant of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

11. INSURANCE.

11.1 Consultant shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

11.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Consultant shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, Consultant shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverage required of the Consultant hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Consultant shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

F. All required certificates and policies shall provide that coverage shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the County District Attorney.

G. In the event Consultant fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

11.1.2 REQUIRED INSURANCE POLICIES.

Consultant agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Consultant shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (The County is not to be an additional insured under the Consultant's worker's compensation insurance.)

B. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, Consultant, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Consultant's operations under this Agreement, whether performed by Consultant itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. *[Professional liability insurance may not be required – depending on the type of services being provided.]* Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual policy aggregate limit. (County is not to be an additional insured on Consultant's professional liability insurance policy.)

D. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

D. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

12. AGENCY.

No agent, employee or servant of Consultant or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Consultant and County shall each be solely and entirely responsible for its acts and for the acts of its

agents, employees, and servants during the performance of this Agreement. Consultant and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Consultant is an independent contractor.

13. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Consultant or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Consultant's operations, or authorizes funding or payments to Consultant.

14. ETHICAL STANDARDS.

Consultant represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

15. CAMPAIGN CONTRIBUTIONS.

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Consultant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Consultant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

16. PUBLIC FUNDS AND PUBLIC MONIES.

A. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Consultant's possession.

B. Consultant's Obligation: Consultant, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to Salt Lake County. Consultant understands that it, its officers, and employees may be criminally liable under Utah Code Ann. ' 76-8-402, for misuse of public funds or monies. Consultant expressly understands that County may monitor the expenditure of public funds by Consultant. Consultant expressly understands that County may withhold funds or require repayment of funds from Consultant for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

17. AFFIDAVITS.

Upon the execution of this Agreement, Consultant shall submit a sworn affidavit from each officer, employee, or agent of Consultant who has been in contact or communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

AI do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the County, or in violation of applicable law."

18. TERMINATION.

18.1 Termination for Default. County may terminate this Agreement for an "Event of Default" as defined, upon written notice from County to Consultant.

18.2 Termination by Consultant for Default. Consultant may terminate this Agreement for an Event of Default upon written notice from Consultant to County.

18.3 Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Consultant or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

18.6 Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Consultant at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Consultant shall be paid for all services up to the date of termination. Consultant agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Consultant to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

19. DEFAULT.

If either party defaults in the performance of its obligations under this Agreement resulting in an event of default defined in paragraph 18.3 above, the defaulting party shall pay all costs and expenses including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or from pursuing any remedy available.

The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

20. 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. Any violation by Consultant of applicable law shall constitute an event of default under this Agreement and Consultant shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation.

Consultant is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

21. NON-DISCRIMINATION.

Consultant, and all persons acting on its behalf, agree that they shall comply with all federal, state and County laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

22. LABOR REGULATIONS AND REQUIREMENTS.

Consultant agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Consultant shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Consultant, its agents or employees.

23. CONFIDENTIALITY.

Consultant shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Consultant's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. County shall have the sole obligation or privilege of releasing such information as required by law.

24. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Consultant acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63-2-101, et seq. As a result, County is required to disclose certain information and materials to the public, upon request. Consultant agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by the County.

25. INTERPRETATION.

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Salt Lake County's Request for Proposals (*Exhibit 1*); and
- C. Consultant's Proposal in response to the County's Request for Proposals (*Exhibit 2*).

County and Consultant agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. ASSIGNMENT.

Consultant shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Consultant and against any assignee or successor-in-interest of Consultant.

27. SUBCONTRACTING.

Consultant agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express and written consent of Salt Lake County.

28. NOTICES.

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Sharon Pierce, Contracts Manager
Salt Lake County
2001 South State, #N4500
Salt Lake City, Utah 84190-3100

CONSULTANT: *[Name and Address]*

29. TIME.

The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

30. ENTIRE AGREEMENT.

County and Consultant acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Consultant, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

31. 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 and the Ordinances of Salt Lake County, both as to interpretation and performance.

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.

32. 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 shall be deemed an original signed copy of this Agreement.

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

SALT LAKE COUNTY

By: _____
MAYOR PETER CORROON
OR DESIGNEE

STATE OF UTAH)

:ss

County of Salt Lake)

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of Salt Lake County, Office of Mayor, and that said instrument was signed in behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

(SEAL)

[NAME OF CONTRACTING ENTITY]

By: _____
Title: _____

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 200____, personally appeared before me
_____, who being by me duly sworn did say, that s/he is the
_____ of *[Name of Contracting Entity]*, and that said instrument was signed in
behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said
corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

(SEAL)

sample contract 11-05

February 24, 2006

ADDENDUM NO. 1

Project: **Request for Proposal**
Issued by Salt Lake County
Transport and/or Disposal of Municipal Solid Waste
RFP # PX05364
Closing date: March 15, 2006 before 3:00 PM

This addendum represents clarifications and additions to the Request for Proposals (RFP) and any of its respective parts. These changes are to be considered part of said documents as though they were included in the original documents. Any terms or conditions of said documents not modified by Addendum No. 1 shall remain unchanged.

Question: What has been the monthly tonnage into the transfer station?

Answer: Please review the attached chart. The tonnage in 2005 is less due to the interruption of the rail haul and the subsequent switch to truck haul. There were many days the transfer station was shut down due to no rail cars to haul the waste. On those days the waste was hauled directly to the landfill.

Question: In the Scope of Work it states that the County would like a guarantee exchange of waste flow to retain 440k tons per year. What are the sources of the 440k?

Answer: The target to retain 440,000 tons coming to our Salt Lake Valley Landfill represents MSW (municipal solid waste) only. This 440,000 tonnage amount does NOT include dirt, clean fill, auto fluff, clean green, special wastes, or tonnage from special events.

The sources of the 440,000 tons includes tonnage from Salt Lake City Sanitation, Salt Lake County Sanitation, West Valley City, and all commercial haulers including Allied Waste, Waste Management, Ace Disposal, A-1 Disposal, etc. hauled either directly to our landfill or to our transfer station and then to our landfill.

The 440,000 tons does not include MSW tonnage hauled to our transfer station or landfill from outside our jurisdiction.

If a proposer wishes to haul waste coming into our transfer station to another landfill, then the proposer needs to offset this amount by bringing an equal amount to our landfill from another source.

Salt Lake Valley Solid Waste Management Facility
 Total Inbound Tonnage at the Transfer Station by Month
 For 2004 and 2005

2004	Inbound Tonnage
Jan-04	11,595.14
Feb-04	9,981.76
Mar-04	14,842.31
Apr-04	16,837.40
May-04	15,917.22
Jun-04	19,162.42
Jul-04	17,285.57
Aug-04	18,640.60
Sep-04	16,525.13
Oct-04	14,104.13
Nov-04	15,556.43
Dec-04	13,157.37

2004 TOTAL	183,605.48 tons
=====	
2005	
Jan-05	11,096.40
Feb-05	10,016.20
Mar-05	12,788.13
Apr-05	13,906.07
May-05	15,030.26
Jun-05	15,672.49
Jul-05	13,113.08
Aug-05	16,832.75
Sep-05	15,267.57
Oct-05	14,763.87
Nov-05	14,828.96
Dec-05	10,675.28

2005 TOTAL	163,991.06 tons
=====	



March 7, 2006

ADDENDUM NO. 2

Project: **Request for Proposals**
Issued by Salt Lake County
Transport and/or Disposal of Municipal Solid Waste
RFP # PX05364
Closing date: March 15, 2006 before 3:00 PM

This addendum represents clarifications and additions to the Request for Proposals (RFP) and any of its respective parts. These changes are to be considered part of said documents as though they were included in the original documents. Any terms or conditions of said documents not modified by Addendum No. 1 or No. 2 shall remain unchanged.

Section VI "Scope of Work". The following statement shall be added:

To reduce the operating costs at the Salt Lake Valley Transfer Station, the County may consider loading the awarded vendors trucks with our rubber tired loader.

Attachment C "Preference Given for Health Benefit to Employees". The following statement shall be changed to read:

Offerors must agree to offer at least catastrophic health benefits to their employees.

EXHIBIT 2

Draft



WESTERN CONTAINER ROLL OFFS

Telephone (801)956-0922 • Fax (801)973-8243

March 15, 2006

To whom it May Concern:

Western Disposal Inc. would like to offer a proposal for the transportation of waste removal from the Salt Lake County Transfer Station to the Salt Lake County Landfill or other landfill as requested as well as an enhancement to the current recycle program at the Transfer Station. After the hours we have spent evaluating the methods used at the Transfer Station, we are confident that we have the manpower and ability to provide waste and/or recycling transportation services as needed to the Transfer Station.

We are a Salt Lake County based company with nearly 10 years experience serving the Salt Lake Valley and surrounding areas with their recycling and waste removal needs. Our officers have more than 30 years experience in the transportation industry (e.g. waste and recycled materials, processed metals, dirt and asphalt, auto transportation) and currently operate a large fleet of specialized equipment, much of which has been built in our shop.

This project is well within the scope of our financial resources and experience. Service trucks, transfer trailers and recycle containers would be purchased and designed specifically for this project, ensuring a smooth transition at the Transfer Station.

Western Disposal Inc. is willing and able to enter into a contractual agreement with Salt Lake County regarding the following proposal.

Please feel free to contact me by email at christa@westerncompanies.net or Tracy at bigcityt2@cs.com or you may contact us by phone at 956-0922 to discuss the services we would like to provide for the Salt Lake Valley Transfer Station.

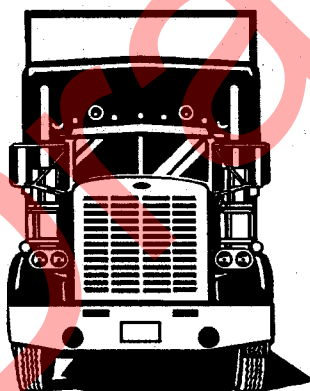
Sincerely,

Christa Evans, V.P.
Western Disposal Inc.
3140 West Directors Row
Salt Lake City, UT 84104

PROPOSAL

**Transportation of Municipal Solid Waste from the Salt
Lake Valley Transfer Station**

RFP #PX05364



Submitted March 15, 2006

by:

WESTERN DISPOSAL INC.

**3140 West Directors Row
Salt Lake City, UT 84104**

License #20051843

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
QUALIFICATIONS AND EXPERIENCE	3-4
-LETTERS OF RECOMMENDATION	5-9
PROJECT TEAM	10
-RESUMES	11-16
SCOPE OF WORK PROPOSAL	17
HAULING OF WASTE FROM THE SLV TRANSFER STATION TO THE SLV LANDFILL	18
-PROJECT AND IMPLEMENTATION SCHEDULE	19
HAULING OF WASTE FROM THE SLV TRANSFER STATION TO ANOTHER LANDFILL	20
DELIVERY OF WASTE TO THE SLV LANDFILL	21
RECYCLING OF WASTE AT THE SLV TRANSER STATION	22-23
-LAYOUT OPTION	24
COST OF LIVING AND FUEL SURCHARGE ADJUSTMENTS	25
-FUEL SURCHARGE CHART	26
PREFERENCES AND INSURANCE	27
-HEALTH INSURANCE LETTER	28
-LIABILITY INSURANCE	29
-WORKERS COMP INSURANCE	30

Qualifications and Experience

Background

Western Containers was originally established in early 1998 as a spin off company to its then parent company Western Metals Transport Inc. The company began by transporting metals to the shred yards owned by Western Metals Recycling in Salt Lake and Utah Counties to be processed. Within the first year, Western Containers had expanded its services to include the transportation of other recyclables as well as c&d and mixed waste. In January 2004, Western Containers had again expanded its services to include a Front Load Division servicing the Utah State Prison as well as many local businesses around the Wasatch Front. Western Containers was licensed and registered as an independent Corporation, Western Disposal Inc. (license #20051843) in 2004.

Qualifications

Today Western Disposal Inc. owns and operates 13 roll-off trucks and 1 front load truck. Western Companies Maintenance is our full time service shop, which maintains and services more than 30 trucks in our fleets. We have provided services for more than 500 customers. Our focus has been and remains to provide local companies and residence excellent service with quick and reliable transportation of recyclable, c&d and mixed waste to the appropriate facilities in Salt Lake and surrounding counties.

Experience

Western Disposal Inc. and its officers has over the past 9 years, assisted local companies and state agencies with the projects of establishing and/or servicing the transportation needs of the various companies.

Some of these projects have included:

-Utah State Correctional Facility, Draper
Bill Kersey (801) 576-7000
Service from Jan 2004 to present

Western Disposal Inc. was awarded the bid by the Utah Department of Corrections for waste removal services to begin January 2004. Though the facility was obviously already established, Western was given approximately a 3 week notice of award in which the appropriate trucks, 52 front load containers and 4 roll-off containers were purchased and placed to ensure a smooth transition at the prison. Our Operations Manager later was complimented and thanked for providing some of the most reliable and professional service the prison has experienced.

****Please refer to the following letter of recommendation**

-Metal Management West, Salt Lake City
Robert Triesch (801) 954-8888
Service from June 2002 to present

Metal Management West opened a Metal Processing/Shredder facility in Salt Lake City in 2000. Originally, Metal Management West operated their own roll-off trucks and Big City Trucking Corp. (owned and operated by principals of Western Disposal Inc.) transported the shredded metals from Metal Management to the various processing mills in Utah. Metal Management was impressed by the services of Big City Trucking and requested the services of Western Disposal Inc. We currently provide 100% of the roll-off services to Metal Management West.

****Please refer to the following letter of recommendation**

-Recycle Utah, Park City
Inza Riepen (435) 649-9698
Service from December 1999 to present

Western Disposal Inc. assisted in the establishment of Park City's Recycle Facility by purchasing and providing the specialized containers and equipment necessary to best meet the needs of the facility. We currently have 12 containers placed in Park City, 2 Containers in each Coalville, Heber and Kamas providing Recycle Utah with the transportation of cardboard, newspaper, office paper, aluminum, metal, green glass, brown glass and mixed glass sorted as to ensure the best revenue return for the facility. Western Disposal later assisted in the development and currently services Uinta Recycling Facility in Evanston, Wyoming.

**** Please refer to the following letter of recommendation and picture at facility**

-Utah Tire Recyclers, North Salt Lake
Rob Jaries (801) 364-7900
Service from March 2001 to present

Western Disposal Inc. has serviced Utah Tire Recyclers on a daily basis for the past several years. We currently have 12 containers placed for their use, which we transport to various locations including Salt Lake Valley Landfill, Nucor Steel in Tremonton, UT and the Holcim Plant at Devils Slide, UT.

****Please refer to the following letter of recommendation**



State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

Department of Corrections

SCOTT V. CARVER
Executive Director

BELLE BROUGH
Director, Division of Institutional Operations

CLINT S. FRIEL
Draper Site Warden

March 13, 2006

To Whom It May Concern:

Western Companies has provided the USP, Draper Facility with excellent waste removal services for approximately four years. They have been efficient, dependable and responsive to our particular needs and restrictions. Western Companies has always willingly conformed to our rigid security requirements and performed fluidly and professionally. I review their job performance and billing statements monthly and there has never been a need for correction. Western Companies is a well-organized operation with highly professional staff.

Please feel free to address any questions regarding this letter to myself, (Bill Kersey). I may be reached at 801-576-7653. Thank you for your time and consideration.

Sincerely Bill Kersey, CA-1, Support Service

Utah!
Where ideas connect

**Metal Management, Inc.**

Salt Lake City

A Metal Management Company

March 13, 2006

To Whom It May Concern:

Western Disposal Inc has provided Roll off service to Metal Management West since June of 2002. I have worked very closely with Tracy Evans. Through his companies, Western Disposal and Big City Trucking, Tracy has managed to remove the burden of transportation from my desk so I can focus on keeping Metal Management profitable.

Over the years, they have provided very reliable service to us including scheduled daily jobs as well as on call services. I would highly recommend Western Disposal Inc to assist with your transportation needs.

Sincerely,

Robert Triesch
Metal Management West



March 14, 2006

To Whom It May Concern:

Western Containers has provided Recycle Utah with transportation services for more than six years. As Recycle Utah's main center in Park City and mini-drop-off centers have grown, so has Western Containers' service to our centers in Summit County. Recycle Utah helped set up a recycling center in Evanston, Wyoming. Western Containers placed their cans at the Evanston site as well.

Western Containers is a reliable and professionally managed company, taking great pride in the service they offer. Their services are timely and cost effective.

On occasion, it is necessary for us to schedule loads with Western on short notice. Considering the distance of our facilities and the sometimes unpredictable road and weather conditions, they have done an excellent job in responding to our request for service on short notice.

I highly recommend Western Containers as the hauler of choice for recycling and waste removal services.

Please contact me at 435/649-9698 for more information and any questions you might have concerning Western Containers services provided to Recycle Utah.

Thank you.

Sincerely,


 Insa Riepen
 Executive Director
 Recycle Utah, Park City

24 HOUR SURVEILLANCE
BLIND CAMERAS 24 HOURS A DAY

BROWN GLASS ONLY
A Glass Cookware
MAY BE USED
FOR BAKING
CERAMIC
WASATCH
BREW PUB

BROWN GLASS ONLY
A Glass Cookware
MAY BE USED
FOR BAKING
CERAMIC
WASATCH
BREW PUB

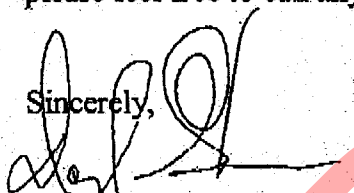
UTAH TIRE RECYCLERS
1398 North Beck Street
Salt Lake City, UT 84116
(801) 364-7900
Fax (801) 364-7909

March 13, 2006

To Whom It May Concern:

Utah Tire Recyclers, Inc. has been utilizing Western Containers service for approximately 10 years. During that time we have gone from using two containers to our present twelve containers. Western has been able to grow with us and has always provided excellent service at a fair and competitive price. If I can be of any further help please feel free to call anytime.

Sincerely,



Daryl Graham
Utah Tire Recyclers, Inc.

PROJECT TEAM

Western Disposal Inc. Organizational Chart

D. Pratt Cole
President

Christa Evans
Vice President

Brenda Cole
Secretary

Tracy Evans
Project & Operations
Manager

Accounting Staff

Jeff Wolcott
Dispatch & Customer Service
Manager

Drivers

Team Project Experience:

Our team has organized several projects some of which include:

Western Metals Recycling – We have designed and built 19 specialized trucks and trailers in our service shop designed specifically to transport various scrap metals in most efficient and economical manner for our customers.

Utah State Correctional Facility – We received award notification 3 weeks prior to contract start date. During this time our team purchased 2 trucks and more than 52 containers, placing them in a timely manner so as to ensure a smooth transition for the Prison.

Recycle Utah and Uinta Recycling – We worked closely with Inza Riepen of Recycle Utah to organize and place specialized containers for their facility in Park City that has since expanded to Coalville, Heber, Kamas and now Uinta Recycling in Evanston, WY.

Oakleaf Waste Management – We were awarded the bulk of Oakleaf's business for the Salt Lake Valley in July 2005. We were then given a 30-day preparation time to purchase and place into service the equipment that included more than 65 roll-off and front load containers.

Pratt Cole, President/C.E.O.

Western Disposal Inc.

Project Responsibilities

Maintain general oversight over all aspects of the project. (10% of project)

Operational Responsibilities

Ensure that the company operates with excellence within the constraints of the contract (10% of project)

Experience

1996–present

Western Metals Transport/Western Disposal Inc

President/C.E.O.

- Captures and communicates the overall vision and goals of the company
- Designed and created build standards for the specialized equipment we use within our companies.
- Responsible for the transportation of in excess of 15,000 tons of scrap metals for Western Metals Recycling each month.
- Built this company from a 4-truck operation to one with over 30 trucks and annual gross revenue in excess of \$4.5 million.

1989–1999

Kayco Auto Transport

President/C.E.O.

- Responsible for building this company from 1 to 20 trucks with annual revenue in excess of \$2.5 million.
- Established customer base within 13 western states.
- Developed dispatch system enabling transportation of over 1000 cars per week in those 13 states.
- Responsible for oversight on the maintenance of all trucks, trailers, and equipment to standards in excess of D.O.T. guidelines.
- Responsible for the acquisition of all new equipment purchases.

1979–1986

Cole Trucking, Inc.

President/C.E.O.

- Built this company from 2 trucks with belly dump trailers into one of the largest construction transportation companies in the State of Utah with 12 company trucks and over 30 leased owner/operators
- Prepared bids and negotiated contracts with private organizations, the State of Utah, and the Department of Transportation. Managed all operations in the fulfillment of those contracts.
- Designed and built specialized equipment maximizing the productivity and return on each man/hour.

Experience Summary

My entrepreneurial and business development experience over the last 30 years has largely been centered within the transportation industry. My leadership and perspective has brought each of these companies to higher levels of success and customer satisfaction.

Christa Evans, VP

Western Disposal Inc.

Project Responsibilities Establish and organize the accounting methods, human resource details and obtaining proper license & registration required for the company and equipment. (20% of project)

Operational Responsibilities Manage the accounting, human resource & customer service departments and maintain proper licensing & registration for the company and equipment. (20% of operations)

Experience 2003-present Western Metals Transport/Western Disposal Inc.
Vice President

- Assisted with expanding the companies combined annual gross revenues from \$3,000,000 to more than \$4,500,000 in 2 years.
- Manage the accounting, human resource & customer service depts.
- Established the bonus and safety programs for employees.
- Assist with the dispatch and decisions of other departments.

1996-present Big City Trucking Corp. SLC, UT
President

- Assisted in establishing the company with 1 truck to 4 trucks with annual gross revenues exceeding \$850,000.
- Manage the accounting, human resource & customer service depts.
- Established the bonus and safety programs for employees.
- Assist with the dispatch and decisions of other departments.

1998-present Dale Park Storage, LLC. SLC, UT
Owner

- Responsible for the accounting and customer service departments.
- Manage the operations of the physical site.

2001-2005 Colepro, LLC. SLC, UT
Operations & Accounting Manager

- Responsible for and approved leases at 30,000 sq ft professional building
- Managed the operations and customer service of the complex.

Experience Summary Over the past ten years I have been very involved in several companies that I have invested in. My focus is in the development and expansion of the administrative departments of the companies.

Brenda Cole, Secretary

Western Disposal Inc.

Project Responsibilities

Manage the fixed asset and liabilities accounting. (10% of project)

Operational Responsibilities

Oversee the accounting and arrange for any financing that may be required on new equipment purchases. (10% of project)

Experience

1996 – present **Western Metals Transport/Western Disposal Inc**

Secretary/C.F.O.

- Establish and oversee all accounting procedures providing regular operating reports to the management team.
- Establish and maintain all banking relationships.
- Provide leadership in the establishment and accomplishment of company goals.

1989-1999

Kayco Auto Transport

Secretary/C.F.O.

- Assisted in building this company from 1 to 20 trucks with annual revenue in excess of \$2.5 million.
- Developed the sales, marketing, and customer relations department.
- Managed the human resource department.
- Established and maintained all accounting procedures providing regular operating reports to the management team.
- Established and maintained all banking and professional relationships.

1985-1986

Leadership Development Corporation

Business Consultant

- Worked with various businesses and financial organizations in

establishing their goals, policies, and procedures.

- Established and implemented training programs for their management teams.

1973 – 1984

Plumbers & Steamfitters Local 19 C.U.

President

- Was trained in all aspects of professional accounting and had responsibility for maintaining all records in accordance with generally accepted accounting principles.
- Hired and trained all personnel.
- Reported to the Board of Directors on a monthly basis and to the members annually.
- Was subject to annual audits by N.C.U.A. and Utah State banking examiners.
- Increased membership by over 300% and deposits from \$150,000 to almost \$3,000,000.

**Experience
Summary**

Over the last 30+ years, I have been involved in the administrative management of several companies, both as an owner/entrepreneur and as an employee. My responsibilities have always included the development of goals, policies, and procedures that have assured the success of those companies as well as the accounting within those companies that has resulted in their financial stability.

Tracy Evans

Western Disposal Inc.

Project Responsibilities	Locate and purchase the appropriate equipment, organize the dispatch department, driver training and oversee the development of the entire project. (40% of project)
Operational Responsibilities	Manage the service and maintenance of the equipment and oversee all physical operations. (20% of operations)

Experience	2003-present	Western Metals Transport/Western Disposal Inc	
		Operations Manager	
		<ul style="list-style-type: none"> Manages daily operations, which has resulted in expanding the companies from 15 to 26 trucks in a 2-year period. Responsible for managing maintenance and repairs for all equipment. Oversees dispatch and customer relations departments. 	
	1996-present	Big City Trucking Corp.	SLC, UT
		Operations Manager / Dispatch	
		<ul style="list-style-type: none"> Responsible for building the company from driving and maintaining 1 truck to managing and dispatching 4 trucks.. Responsible for the transportation of an average of 7,000 tons of scrap metals for Metal Management West each month Responsible for managing maintenance and repairs for all equipment. 	
	1998-present	Dale Park Storage, LLC.	SLC, UT
		Operations Manager	
		<ul style="list-style-type: none"> Responsible for the maintenance and repairs of physical site. Manage the operations of the physical site. 	
	1991-1996	Overnite Transportation	SLC, UT
		Driver / Supervisor	
		<ul style="list-style-type: none"> Hired as a dockworker and promoted to shift supervisor within 14 months. Trained as a local driver and promoted to lead man shortly after. 	

Experience Summary

Over the past ten years I have been very involved in several companies that I have invested in. My focus is in the development and expansion of the operations of the companies.

Jeff Wolcott

Project Responsibilities And percentages of Involvement	<p>Coordinate recycling programs. 10%</p> <p>Broker materials to participating recycle centers. 10%</p>
Job Responsibilities And percentages of Involvement	<p>Dispatching and Customer relations in regarding to Transfer station and recyclable hauls. 50%</p>
Experience	<p>August 2004-present Western Disposal Inc. General Manager/Dispatch</p> <ul style="list-style-type: none"> ▪ Overseeing day-to-day operation of 12 trucks. ▪ Increased production and profitability by 20%. ▪ Oversee a percentage of Front-load division. <p>January 2003-August 2004 Purcell Tire Commercial Sales</p> <ul style="list-style-type: none"> ▪ Increased customer sales from 50 thousand to 1.5 million annually. ▪ Handled all aspects of customer service with over 75 accounts. ▪ Initiated tire programs with large commercial fleets to increase profitability. <p>January 1997-May 2002 Jack's Tire & Oil Commercial Sales</p> <ul style="list-style-type: none"> ▪ Territory representative for Central Utah, Southern Utah and Wyoming.
Education	<p>1990-1991 University of Utah 1991-1993 Weber State University Majoring in Business Management</p>

SCOPE OF WORK PROPOSAL

HAULING OF WASTE FROM THE SALT LAKE VALLEY TRANSFER STATION TO THE SALT LAKE VALLEY LANDFILL

After evaluating the current methods at the Salt Lake Valley Transfer Station, Western Disposal Inc. proposes the following:

1. **Method of waste removal:** Western Disposal Inc. will be responsible for the transportation of the waste out of the Salt Lake County Transfer Station to the Salt Lake County Landfill via tractors and walking floor transfer trailers similar to those currently owned by the County. The Salt Lake Transfer Station employees will continue to monitor the waste and load our trucks using the County's rubber tire loader in the same manner that is currently used.
2. **Proposed Fee:** Western Disposal Inc. will charge a \$5.50 per ton base rate to haul waste from the Salt Lake Valley Transfer Station to the Salt Lake County Landfill. Annual Cost of living and monthly fuel surcharge adjustments will apply according to pages 25 and 26 of this RFP. 550 x 440,000
3. **Equipment:** Western Disposal Inc. will immediately purchase 5 day cab semi tractors and 5 walking floor transfer trailers designed to conform to the current specifications of the Salt Lake Valley Transfer Station. Western Disposal will purchase additional tractors and transfer trailers as necessary to ensure all waste is removed from the Transfer Station in a timely manner. The use of the 2 current tractors and trailers owned by the County is negotiable.
4. **Transfer Station Tipping Fees:** The County will continue to monitor the Transfer Station tipping fees. Western Disposal Inc. would like to suggest the County considers adjusting the current tipping fees to be competitive with other transfer stations and landfills in the area.
5. **Transfer Station Hours of Operation:** Western Disposal Inc. would request the hours at the Transfer Station be extended from 8:00-5:00 Monday through Saturday to 7:00-5:00 Monday through Friday and 8:00-5:00 Saturday. These hours may be adjusted seasonally or as needed to meet the demands of the current market. With the extended hours, we will plan to schedule our trucks to haul 6 loads each per day.

Western Disposal Inc. will make necessary adjustments in the equipment purchases and work hours according to the reasonable demands of the Transfer Station.

Project Schedule

Western Disposal Inc. would like to request a 90-day project preparation time upon the award of this contract.

Implementation Schedule

Arrangements will be in place prior to the confirmation to proceed

Equipment Purchases – within one week of award of contract, we will order the appropriate tractors and transfer trailers. The current delivery times for equipment are 6-8 weeks for the tractors and 5-6 weeks for the transfer trailers.

Equipment Licensing - Equipment will be licensed, registered and insured within 2-weeks of delivery. Equipment will be online and ready to dispatch no later than the 10th week of project preparation.

Driver, Dispatch and Accounting Training – Employees will be placed in their respective positions during the 10th week and training will take place for all employees during the 11th and 12th week of project preparation.

HAULING OF WASTE FROM THE SALT LAKE VALLEY TRANSFER STATION TO ANOTHER LANDFILL

As per this RFP, it is in the best interest of the County to increase the influx of waste to the Salt Lake Valley Landfill from 400,000 tons per year to a minimum of 440,000 ton per year. As we understand and using the numbers in the RFP, this goal can easily be met and exceeded by hauling the waste of approximately 165,000 tons per year from the Transfer Station to the Salt Lake County Landfill. However, Western Disposal Inc. is willing to haul waste from the Salt Lake Valley Transfer Station to any landfill in Utah as requested by the County. Pricing alternatives available upon request.

Draft

DELIVERY OF WASTE TO THE SLV LANDFILL

The assurance of delivery of waste to the Salt Lake Valley Landfill can be accomplished several ways. Three suggestions are:

- Haul the waste from the Salt Lake County Transfer Station to The Salt Lake County Landfill and not another landfill.
- Salt Lake County Landfill prices should remain competitive with other landfills in the area.
- County to offer a tiered pricing discount to haulers based on the number of tons the hauler agrees to bring to the Salt Lake Valley Landfill.

Western Disposal Inc. is not familiar with the financial statements of the Salt Lake Valley Landfill and will not make specific recommendations to the county of a tiered pricing schedule. However, we believe that a tiered pricing schedule offered to smaller local haulers may generate a very positive response to the County.

RECYCLING OF WASTE AT THE SALT LAKE VALLEY TRANSFER STATION

Western Disposal Inc. would like to propose an organization of a community recycle center modeled after Recycle Utah in Park City.

Separation and method of collecting recyclables: Refer to page 24 of this RFP for our suggested layout of the recycle area which includes the separation of brown glass, green glass, clear glass, mixed paper, office paper, aluminum, metal and wood. The volume of recyclable materials should increase over time based on the extent of community education and advertising offered by the County. This plan is very flexible and can be adjusted at any time by the County to better meet the needs of the Transfer Station as well as the Community. Western Disposal Inc. would be interested in exploring additional sites for locating community recycle areas within Salt Lake County as requested.

Equipment: Western Disposal Inc. currently owns 13 roll-off trucks and more than 300 various type containers that are available to support this project. Western will supply the appropriate 30yd &/or 40yd open top and recycle containers as well as compactor(s) at the Transfer Station so as to further sort the recyclable materials and generate more profit for the county. Western will purchase additional equipment as needed to satisfy the reasonable demands of the Transfer Station. The County would need to furnish a power source and a pad for each compactor placed.

There are a few different approaches that can be negotiated for the fees and management of the recycling system proposed:

Option A:

Western Disposal Inc. supplies the appropriate containers at the Transfer Station and hauls them to the recyclers as requested by the County.

The County uses its employees to manage the recycle containers in place and calls upon Western Disposal Inc. to haul to loaded containers to the appropriate recyclers as arranged by the County. The recycle rebates would go to Salt Lake County for management fees and to cover the haul charges and container rentals.

Proposed Fee:

Hauling open top and recycle containers to recycle center	
0-5 miles	\$63.00 per haul
6-10 miles	\$72.00 per haul
Hauling compactor(s) to recycle center(s)	
0-5 miles	\$69.00 per haul
6-10 miles	\$78.00 per haul

Open top and recycle container rental
 No charge if hauled within a 10-day period
 Upon 11th day of idle container \$3.00 per day

Compactor box rental \$139.00 per month

(Annual Cost of living and monthly fuel surcharge adjustments will apply according to pages 25 and 26 of this RFP.)

Option B:

The County furnishes the location site at the Transfer Station and allows Western Disposal employees to manage the recycle site.

Western Disposal Inc. supplies the appropriate containers at the Transfer Station and uses its employees to manage the recycle containers choosing the appropriate recyclers and scheduling the loads. The recycle rebates would go to Western Disposal for transportation and management fees.

Proposed Fee: no charge to the County

Option C:

Any combination of options A & B as agreed upon by Salt Lake County and Western Disposal Inc.

Project Schedule

Western Disposal Inc. would like to request a 60-day project preparation time upon the award of this contract.

Implementation Schedule

Arrangements will be in place prior to the confirmation to proceed

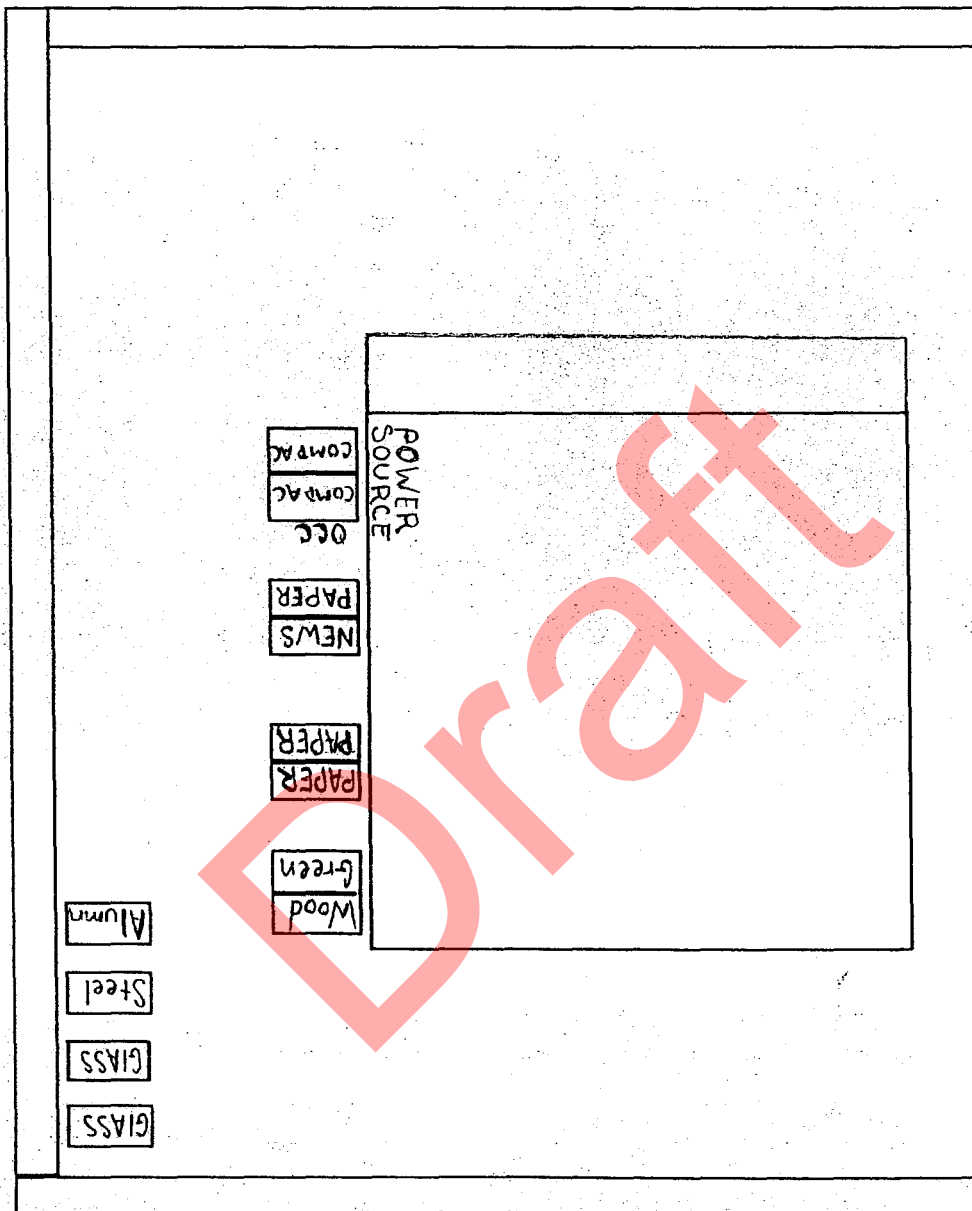
Equipment Purchases – within one week of award of contract, we will order any additional specialized recycle containers needed. The current delivery schedule for these containers is 4-5 weeks.

Driver, Dispatch and Management Training – Our employees are in place and familiar with the proposed plan as we currently service Recycle Utah and Uinta Recycling. Any additional training and planning necessary for management of the site will begin within 2 weeks of the award of contract and continue as necessary through the 8th week of the project preparation schedule.

**optional layout

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COST OF LIVING AND FUEL SURCHARGE ADJUSTMENTS

ANNUAL COST OF LIVING PRICE ADJUSTMENTS

The transportation hauls and rental prices quoted will be adjusted on January 1st of each calendar year equal to the percentages posted on the Consumer Price Index chart located online at <http://jobs.utah.gov/opencms/wi/pubs/costofliving/current.html>.

MONTHLY FUEL SURCHARGE ADJUSTMENTS

Refer to the following Fuel Surcharge Chart for the rate of the fuel surcharge by load. The rate of fuel will be determined at the beginning of each month according to the Retail On-Highway Diesel prices for the Rocky Mountain Region posted online at <http://eia.doe.gov>.

WESTERN DISPOSAL INC

SALT LAKE COUNTY TRANSFER STATION FUEL SURCHARGE CHART

FUEL PRICE PER GALLON	TO SLV LANDFILL (PRICE PER TON)	TO RECYCLER (PRICE PER LOAD) (WITHIN 5 MILES OF T STATION)
\$1.700-1.799	\$0.06	\$0.55
\$1.800-1.899	\$0.08	\$0.83
\$1.900-1.999	\$0.11	\$1.10
\$2.000-2.099	\$0.14	\$1.38
\$2.100-2.199	\$0.17	\$1.65
\$2.200-2.299	\$0.19	\$1.93
\$2.300-2.399	\$0.22	\$2.20
\$2.400-2.499	\$0.25	\$2.48
\$2.500-2.599	\$0.28	\$2.75
\$2.600-2.699	\$0.30	\$3.03
\$2.700-2.799	\$0.33	\$3.30
\$2.800-2.899	\$0.36	\$3.58
\$2.900-2.999	\$0.39	\$3.85
\$3.000-3.099	\$0.41	\$4.13
\$3.100-3.199	\$0.44	\$4.40
\$3.200-3.299	\$0.47	\$4.68
\$3.300-3.399	\$0.50	\$4.95
\$3.400-3.499	\$0.52	\$5.23
\$3.500-3.599	\$0.55	\$5.50
\$3.600-3.699	\$0.58	\$5.78
\$3.700-3.799	\$0.61	\$6.05
\$3.800-3.899	\$0.63	\$6.33
\$3.900-3.999	\$0.66	\$6.60

The rate for fuel will be determined on the first day of each month according to the Retail On-Highway Diesel prices for the Rocky Mountain Region posted online At <http://eia.doe.gov>.

PREFERENCES AND INSURANCE

HEALTH CARE PREFERENCE:

Western Disposal Inc. elects to claim Alternate Preference A benefits in the Counties consideration of the costs associated with this proposal. Since its inception, Western has offered and will continue to offer full health care benefits to its employees upon completion of a 90-day probation period.

****Letter from Health Insurance Carrier – page 28 of this RFP.**

CERTIFICATE OF INSURANCE:

Western Disposal Inc. currently carries and will continue to carry liability insurance with limits and restrictions according to the requirements of Salt Lake County and this RFP.

****Certificate of Insurance stating limits of liability – page 29 of this RFP.**

WORKERS COMPENSATION INSURANCE:

Western Disposal Inc. currently carries Workers Compensation Insurance through Workers Comp of Utah and will continue carry Workers Compensation Insurance for its employees according to the requirements of Salt Lake County and this RFP.

****Workers Comp Certificate of Insurance – page 30 of this RFP.**

Resource Benefits

P.O. Box 1375
Salt Lake City, Utah 84110-1375
(801) 486-5770 direct
(801) 486-5648 fax

March 13, 2006

To Whom It May Concern:

This letter certifies that Western Disposal, Inc. provides health insurance for all their employees at least equivalent to the Catastrophic Health Benefits defined in your letter.

Western Disposal, Inc. has offered these benefits dating back prior to the year 2000.

Our office assists Western Disposal, Inc. with their employee health benefits.

Regards,


Randy Waltman
Insurance Agent

RW/ss

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/13/2006PRODUCER
Grant-Hatch & Associates Inc (156-1342)
a subsidiary of Zions Bank
4141 S Highland Dr
Salt Lake City, UT 84124THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
Western Metals Transport Inc
Western Disposal Inc
3140 W Directors Row
Salt Lake City, UT 84104-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Workers Comp Fund

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY POLICY, THE COVERAGE AFFORDED BY THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1823699	1/1/2006	1/1/2007	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Insured's Info

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

162
WESTDIS-01 SULI

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/13/2006
PRODUCER Grant-Hatch & Associates Inc (156-1342) a subsidiary of Zions Bank 4141 S Highland Dr Salt Lake City, UT 84124 (801) 844-4888		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Western Disposal Inc. dba Western Containers 3140 W Directors Row Salt Lake City, UT 84101-		INSURERS AFFORDING COVERAGE INSURER A: Arch Insurance Co INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RHPKG0012900	4/1/2005	4/1/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (1:1a occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP GG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RHPKG0012900	4/1/2005	4/1/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Inland Marine - Commercial	RHPKG0012900	4/1/2005	4/1/2006	Cargo - Deductible 1000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Insured's Info

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Linda Sundquist

EXHIBIT 3

Draft



WESTERN COMPANIES

P.O. Box 25427
Salt Lake City, UT 84125

Western Metals Transport * Western Disposal * Western Companies Maintenance

Salt Lake County Contracts and Procurements
RE: RPF #PX05364

August 25, 2006

ATTN: Sharon Pierce

Western Disposal Inc. has reviewed the proposal that was submitted to Salt Lake County in March 2006. We remain willing and able to honor the original terms and conditions of the proposal.

Upon entering into a contract, we would request the following items be reviewed and approved:

Fuel Surcharge Chart

Please refer to the attached extended Fuel Surcharge Chart as the chart that was originally submitted included fuel prices ranging from \$1.700 to \$3.999 per gallon. The extended chart uses the exact same equation to prepare for additional fluctuation in the fuel prices.

Project Preparation Schedule

Due to the current "slots" available for purchasing new equipment, we are requesting an additional two weeks be added to the 90 days for project preparation.

Term of Agreement

Due to the major initial monetary investment Western Disposal Inc. will make, we request that the Term of the Agreement remains 10 years with two 5 year renewal options as stated in the RFP prepared by Salt Lake County. In addition we request that the option for Salt Lake County to terminate a contract with or without just cause be withheld until the completion of the 7th year of the original contract.

Production

Western Disposal Inc. will purchase all necessary equipment to transport the first approximately 818 tons produced by the SLV Transfer Station each day. We are willing to make timely production adjustments as deemed necessary should volume trends increase. For short-term spikes in tonnage, we may request extended operational hours.

We appreciate your consideration of these matters.

Sincerely,

Christa Evans, VP.
Western Disposal Inc.

WESTERN DISPOSAL INC.

SALT LAKE COUNTY TRANSFER STATION FUEL SURCHARGE CHART (PRICE PER LOAD)

FUEL PRICE PER GALLON	TO SLV LANDFILL (PRICE PER TON)	TO RECYCLER (WITHIN 5 MILES OF T STATION)
\$1.700-1.799	\$0.06	\$0.55
\$1.800-1.899	\$0.08	\$0.83
\$1.900-1.999	\$0.11	\$1.10
\$2.000-2.099	\$0.14	\$1.38
\$2.100-2.199	\$0.17	\$1.65
\$2.200-2.299	\$0.19	\$1.93
\$2.300-2.399	\$0.22	\$2.20
\$2.400-2.499	\$0.25	\$2.48
\$2.500-2.599	\$0.28	\$2.75
\$2.600-2.699	\$0.30	\$3.03
\$2.700-2.799	\$0.33	\$3.30
\$2.800-2.899	\$0.36	\$3.58
\$2.900-2.999	\$0.39	\$3.85
\$3.000-3.099	\$0.41	\$4.13
\$3.100-3.199	\$0.44	\$4.40
\$3.200-3.299	\$0.47	\$4.68
\$3.300-3.399	\$0.50	\$4.95
\$3.400-3.499	\$0.52	\$5.23
\$3.500-3.599	\$0.55	\$5.50
\$3.600-3.699	\$0.58	\$5.78
\$3.700-3.799	\$0.61	\$6.05
\$3.800-3.899	\$0.63	\$6.33
\$3.900-3.999	\$0.66	\$6.60
\$4.000-4.099	\$0.69	\$6.88
\$4.100-4.199	\$0.72	\$7.15
\$4.200-4.299	\$0.74	\$7.43
\$4.300-4.399	\$0.77	\$7.70
\$4.400-4.499	\$0.80	\$7.98
\$4.500-4.599	\$0.83	\$8.25
\$4.600-4.699	\$0.85	\$8.53
\$4.700-4.799	\$0.88	\$8.80
\$4.800-4.899	\$0.91	\$9.08
\$4.900-4.999	\$0.94	\$9.35
\$5.000-5.099	\$0.96	\$9.63
\$5.100-5.199	\$0.99	\$9.90
\$5.200-5.299	\$1.02	\$10.18
\$5.300-5.399	\$1.05	\$10.45
\$5.400-5.499	\$1.07	\$10.73
\$5.500-5.599	\$1.10	\$11.00
\$5.600-5.699	\$1.13	\$11.28
\$5.700-5.799	\$1.16	\$11.55

\$5.800-5.899	\$1.18	\$11.83
\$5.900-5.999	\$1.21	\$12.10
\$6.000-6.099	\$1.24	\$12.38
\$6.100-6.199	\$1.27	\$12.65
\$6.200-6.299	\$1.29	\$12.93
\$6.300-6.399	\$1.32	\$13.20
\$6.400-6.499	\$1.35	\$13.48
\$6.500-6.599	\$1.38	\$13.75
\$6.600-6.699	\$1.40	\$14.03
\$6.700-6.799	\$1.43	\$14.30
\$6.800-6.899	\$1.46	\$14.58
\$6.900-6.999	\$1.49	\$14.85
\$7.000-7.099	\$1.51	\$15.13
\$7.100-7.199	\$1.54	\$15.40
\$7.200-7.299	\$1.57	\$15.68
\$7.300-7.399	\$1.60	\$15.95
\$7.400-7.499	\$1.62	\$16.23
\$7.500-7.599	\$1.65	\$16.50
\$7.600-7.699	\$1.68	\$16.78
\$7.700-7.799	\$1.70	\$17.05
\$7.800-7.899	\$1.73	\$17.33
\$7.900-7.999	\$1.76	\$17.60

(Extended fuel chart available in the event fuel exceeds \$7.999 per gallon during the term of contract)

The rate of fuel will be determined at the beginning of each week according to the Retail On-Highway Diesel prices for the Rocky Mountain Region posted online at <http://eia.doe.gov>.

Appendix C

1. Transfer Station Closure Summary Analysis 168

PS ACCOUNT	2016 ACTUAL	LANDFILL DISPOSAL 4750000100	ENVIRONMENTAL 4750000200	ORGANICS- COMPOSTING 4750000300	ADMIN 4750000400	RECYCLING 4750000500	TRANSFER STATION 4750000600
Personnel	\$ 3,580,854	\$1,208,726	\$333,187	\$250,098	\$735,725	\$203,728	\$849,390
Operations	\$ 6,998,440	\$3,415,177	\$24,008	\$436,374	\$144,920	\$77,858	\$2,900,103
Indirect	\$ 429,179	\$0	\$0	\$0	\$429,179	\$0	\$0
Depreciation	\$ 1,531,911	\$598,701	\$219,296	\$154,056	\$139,660	\$28,404	\$391,794
Distributions	\$ 1,235,994	\$608,667	\$0	\$0	\$0	\$0	\$627,327
Allocated Admin	\$ -	\$ 760,979	\$ 144,948	\$ 144,948	\$ (1,449,484)	\$ 72,474	\$ 326,134
Total Direct and Admin	\$ 13,776,378	\$6,592,251	\$721,440	\$985,476	\$0	\$382,464	\$5,094,748
Allocate Disposal Costs		\$ (3,035,591)	\$ (366,979)				\$ 3,402,570
Total After Disposal Cost	\$13,776,378	\$3,556,660	\$354,461	\$985,476	\$0	\$382,464	\$8,497,318
Revenues	\$ 12,857,624	\$ 6,199,617	\$ 51,821	\$ 884,019	\$ -	\$ 53,330	\$ 5,668,838
Profit/Loss	\$ (918,753)	\$ 2,642,957	\$ (302,640)	\$ (101,457)	\$ (0)	\$ (329,134)	\$ (2,828,480)
Adjust Transfer Station Expense							
Personnel							\$ (849,390)
Operations							\$ (2,900,103)
Indirect							\$ -
Depreciation							\$ (391,794)
Distributions		\$ 308,508					\$ (627,327)
Allocated Admin							\$ (326,134)
Subtract Variable Cost/Ton		-\$951,262					\$ -
HHW Increase		\$ 163,068					
Closure Post Closure Increase		\$ 186,867					
Total		\$ (292,819)	\$ -	\$ -	\$ -	\$ -	\$ (5,094,748)
Adjust Transfer Station Revenue							
Revenues		\$ 2,763,346					\$ (5,668,838)
Expenses After Adjustments	\$8,388,811	\$6,299,431	\$721,440	\$985,476	\$0	\$382,464	\$ (0)
Revenues After Adjustments	\$ 9,952,132	\$ 8,962,963	\$ 51,821	\$ 884,019	\$ -	\$ 53,330	\$ -
Profit/Loss	\$ 1,563,321	\$ 2,663,531	\$ (669,619)	\$ (101,457)	\$ (0)	\$ (329,134)	\$ 0
Difference in Profit Loss	\$ 2,482,074	\$ 20,574	\$ (366,979)	\$ -	\$ -	\$ -	\$ 2,828,480
Profit/Loss for 2016							
Total Landfill Revenues	\$ 12,857,624						
Total Landfill Expenses	\$ 13,776,378						
Profit/Loss	\$ (918,753)						
Add In Depreciation Expense	\$ 1,531,911						
Add in Loss on Sale of Equipment	\$ 170,090						
Subtract Cash Reserves							
Equipment Replacement	\$ 950,000						
Capital Improvement	\$ 200,000						
Environmental Liability	\$ 100,000						
Module Construction	\$ 110,000						
Closure/Post Closure	\$ (5,775,542)						
Total Cash Reserves	\$ (4,415,542)						
Cash Flow	\$ 5,198,789						