

RESOLUTION NO. _____, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN AMENDMENT TO AN INTERLOCAL COOPERATION
AGREEMENT WITH THE WASATCH FRONT WASTE AND RECYCLING
DISTRICT

W I T N E S S E T H

WHEREAS, Salt Lake County (the “County”) and the Wasatch Front Waste and Recycling District (the “District”) entered into an Interlocal Cooperation Agreement effective as of March 25, 2014 (the “Agreement”), to establish service levels and pricing for the District’s disposal of waste at the Salt Lake Valley Landfill and Transfer Station;

WHEREAS, representatives of the County and the District met in the fall of 2018 to discuss and negotiate some significant amendments to the Agreement, including, among other things, changes to the tonnage commitments;

WHEREAS, the County and the District decided to put a hold on these negotiations in order to allow questions regarding the future of the transfer station to resolve and settle;

WHEREAS, the County and the District agreed to amend the Agreement to ensure the parties will revisit these negotiations again at the appropriate time; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached amendment and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached amendment is approved; and the Mayor is authorized to execute said amendment, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2019.

SALT LAKE COUNTY COUNCIL:

By: _____

Richard Snelgrove, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 24 Jan 2019

VOTING:

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

EXHIBIT 1

FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
WASATCH FRONT WASTE and RECYCLING DISTRICT**

THIS FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT ("Amendment") is made and entered into this _____ day of _____, 2019, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (hereinafter referred to as "COUNTY"), and the WASATCH FRONT WASTE AND RECYCLING DISTRICT, a special service district and political subdivision of the State of Utah (hereinafter referred to as "DISTRICT"). COUNTY and DISTRICT are sometimes referred to as the "Parties."

RECITALS

WHEREAS, COUNTY and DISTRICT entered into an Interlocal Cooperation Agreement effective as of March 25, 2014 (the "Agreement"), and that Agreement remains in effect as of the date stated above;

WHEREAS, representatives of County and District met in the fall of 2018 to discuss and negotiate some significant amendments to the Agreement, specifically in regards to changing the tonnage commitments, among other things;

WHEREAS, the Parties decided to put a hold on these negotiations in order to allow questions regarding the future of the transfer station to resolve and settle at a date during the 2019 calendar year agreed upon by both parties; and

WHEREAS, the Parties agreed to amend the Agreement to make certain that the Parties definitely revisit these negotiations at the appropriate time;

NOW THEREFORE, DISTRICT and COUNTY hereby agree to amend the Agreement as follows:

1. The Parties agree that Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:
 2. **Service Level Adjustments.**
 - a. The County and District may meet periodically to review the service level commitments to be provided under this Agreement as provided under Section 14 of this Agreement. All requests to review 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 technological advancement within the waste industry that justifies a percentage or other service area adjustment.
2. The Parties agree that Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

14. Amendment.

The Parties may amend this Agreement in a writing signed by both Parties. Either Party may request that the Parties meet to review the terms of this Agreement. Such requests shall be made in writing specifying the issues to be reviewed. The Parties agree to meet within a reasonable time of the written request, but not more than 30 days of the date written notice is received by each Party. The amendment shall not be effective if it is not in writing, or if it is not signed by both Parties.

2. All other terms and conditions expressed in the Agreement not expressly amended here remain in full effect.

IN WITNESS WHEREOF, the parties have subscribed their names the day and year first above written.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Departmental Approval

By: *Alvin Epkane*
Division Director *for Scott Baird*

Date: 1-30-19

APPROVAL AS TO FORM

By: *[Signature]*
Salt Lake County District Attorney's Office

Date: 28 Jan 2019

WASATCH FRONT WASTE AND
RECYCLING DISTRICT

By: *Ran Rabe*
Executive Director or Designee

Date: 1/28/19

By: *Rachel L. Anderson*

Counsel for DISTRICT

Date: 1-28-19