

RESOLUTION NO. \_\_\_\_\_, 2021

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

WITNESSETH

WHEREAS, COUNTY and DISTRICT entered into an Interlocal Cooperation Agreement effective as of March 25, 2014 (the “Agreement”), and that Agreement was subsequently amended on February 5, 2019; and

WHEREAS, the Parties now desire to further amend the Agreement to extend the term of the Agreement through December 31, 2030 and to change the amount of waste that DISTRICT is required to bring to Salt Lake Valley Solid Waste Management Facilities; 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** in Salt Lake City, Salt Lake County, Utah this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Steve DeBry, Chairperson

ATTEST

\_\_\_\_\_  
Sherrie Swenson  
Salt Lake County Clerk

APPROVED AS TO FORM

Ryan W. Lambert  
Deputy District Attorney  
April 5, 2021

Voting:

Council Member Alvord	_____
Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member DeBry	_____
Council Member Granato	_____
Council Member Newton	_____
Council Member Stringham	_____
Council Member Snelgrove	_____
Council Member Theodore	_____

Exhibit 1

SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT  
Between  
SALT LAKE COUNTY  
And  
WASATCH FRONT WASTE AND RECYCLING DISTRICT

**SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**SALT LAKE COUNTY**  
**And**  
**WASATCH FRONT WASTE AND RECYCLING DISTRICT**

THIS SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT (“Second Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 amended on or around February 19, 2019 (the “First Amendment”), and that Agreement, as amended, remains in effect as of the date stated above;

WHEREAS, the Parties agreed to amend the Agreement with respect to the term of the Agreement and adjust the percentage of waste collected by DISTRICT that is delivered to Salt Lake Valley Waste Management facilities.

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

1. The Parties agree that Section 1(a) of the Agreement is hereby amended to extend the term of the Agreement to terminate on December 31, 2030, and delete the reference to an automatic five-year renewal.
2. Section 1(b) of the Agreement is deleted in its entirety.
3. Section 2. Of the Agreement, as amended by the First Amendment, is deleted in its entirety, and section 3(c) of the Agreement is deleted in its entirety and replaced as follows:
  - c. DISTRICT shall deliver no less than 94,000 tons of waste to Salt Lake Valley Waste Management facilities (Landfill or Transfer Station) annually for the duration of this Agreement. If the Trans Jordan Transfer Station becomes operational while this Agreement is in effect, the annual tonnage that DISTRICT is required to deliver to Salt Lake Valley Waste Management facilities shall decrease to 90,000 tons. Any reductions in annual tonnage deliveries must come from waste deliveries to the Transfer Station and not deliveries to the Landfill.

4. The Parties agree that Section 3(d) of the Agreement is hereby deleted.
5. The Parties agree that Section 21 shall be added to the Agreement as follows:

21. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the DISTRICT and its successors and assigns, whether by merger, consolidation, reorganization, transfer of assets, or otherwise.

6. All other terms and conditions expressed in the Agreement and the First Amendment 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

WASATCH FRONT WASTE AND  
RECYCLING DISTRICT

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

By: \_\_\_\_\_  
General Manager/CEO or Designee

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

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

Departmental Approval

By: \_\_\_\_\_  
Division Director

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

APPROVAL AS TO FORM

By: \_\_\_\_\_  
Salt Lake County District Attorney's Office

By: \_\_\_\_\_  
Counsel for DISTRICT

Date: March 22, 2021

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