



Contract Number: CA00000000000042

Sold To: Wasatch Front Waste & Recycling District

Description: Wasatch Front Waste & Recycling District=WFWRD REVENUE to pay County rates for use of the SLCounty Solid Waste Facility=Landfill Services. TERM 3-25-2014 to 12-31-2018, may renew for additional 5-yr period by ~~Amendment~~. Automatic renewal.

Revenue Amount: \$0.00

Agency Name: Mayor's Ooffice

Start Date: 2014-03-25 **End Date:** 2018-12-31

Contract CA 0000 0000 000 42
Salt Lake County

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

THIS AGREEMENT is made and entered into this 26 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
2001S. 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.

Contract CA 0000 0000 00042
Salt Lake County

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

RESOLUTION

RESOLUTION NO.

March 25, 2014

Revenue
Agr # CA0000000000 ~~42~~ —

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL
AUTHORIZING A CONTRACTUAL COMMITMENT FOR
LANDFILL SERVICES AND ADMINISTRATIVE SERVICES
TO THE WASATCH FRONT WASTE AND RECYCLING
DISTRICT.

Revenue
→ Agr #CA00000000000043

RECITALS

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County as a governmental unit is authorized under the laws of the State of Utah to act for the general welfare of its citizens;

WHEREAS, the County is authorized by Utah Code Annotated §17-50-302(1)(b), to exercise powers and perform functions that are reasonably related to the safety, health, moral and welfare of their inhabitants.

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

WHEREAS, the County desires to enter into agreement with Wasatch Front Waste and Recycling District pursuant to Interlocal Cooperation Act, Utah Code Ann. § 11-13-101;

WHEREAS, the County wishes to enter into the arrangement which includes a long term agreement to provide landfill disposal services, and the receipt of funds associated with these services;


NOW THEREFORE, BE IT RESOLVED, by the Salt Lake County Council that the attached agreements, including but not limited to the Landfill Contract and the Services Agreement, are

CA00000000000042

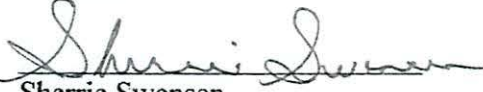
accepted and approved and the Salt Lake County Mayor is authorized to execute the agreements on behalf of Salt Lake County.

APPROVED and ADOPTED this 25 day of March, 2014

SALT LAKE COUNTY COUNCIL

By: 
Michael Jensen, Chair

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Approved as to form and legality


Deputy District Attorney

Date: 3-21-14

Council Member Bradley voting
Council Member Bradshaw voting
Council Member Burdick voting
Council Member DeBry voting
Council Member Granato voting
Council Member Horiuchi voting
Council Member Jensen voting
Council Member Snelgrove voting
Council Member Newton voting

"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"



Ben McAdams
Salt Lake County Mayor

Nichole Dunn
Deputy Mayor &
Chief Administrative Officer

March 21, 2014

Honorable Michael Jensen, Chair
Salt Lake County Council
2001 South State, N2200
Salt Lake City, Utah 84190-1010

Re: Interlocal Agreement between Wasatch Front Waste and Recycling District and Salt Lake County for Administrative Services #CA00000000000043
and
Interlocal Agreement between Wasatch Front Waste and Recycling District and Salt Lake County for Landfill Services #CA00000000000042

Dear Councilman Jensen:

We would like to request 10 minutes on the March 25, 2014 Committee of the Whole to discuss and obtain the Council's approval on the above-referenced interlocal agreements.

Sincerely,

Nichole Dunn

Nichole Dunn, Deputy Mayor
Salt Lake County Mayor's Office

Attachments



March 25, 2014

COUNTY COUNCIL

Michael H. Jensen, Chair
District #2

Randy Horiuchi
At-Large A

Richard Snelgrove
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Aimee Winder Newton
District #3

Sam Granato
District #4

Steven L. DeBry
District #5

Max Burdick
District #6

Ms. Patricia Iverson
Contracts Administrator
Contracts & Procurement Division
Rm. N4500, Government Center
Salt Lake City, Utah 84190

Dear Ms. Iverson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 4800 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Fleet Management Division, Information Services Division, Surveyor's Office, District Attorney's Office, and Public Works Department and the **Wasatch Front Waste and Recycling District** – Administrative Services. *Rev Agr #CA0000 0000 000 43*

Salt Lake County will provide to the Wasatch Front Waste and Recycling District certain fleet management, information, surveyor, legal counsel, and public works operations services, and will lease to the District public works' trucks and equipment on a seasonal basis. The County will bill the District on a monthly basis for services rendered during the previous month based on the rates set forth in the service agreements.

The County will also provide building and equipment space for the District's administrative functions, which will include space for personnel, a customer service entrance, office space, a front counter, and other office facilities, personnel time-keeping systems, and parking and equipment storage. The District will pay a fair price for the space as billed through the County Fleet Division.

Term of this agreement is effective upon the last of the following events to occur: approval of the Agreement, delivery of the agreement to an attorney representing the County and an attorney representing the District, and filing the agreement with the record keeper of each of the parties, and will remain in full force through December 31, 2016. The agreement may be renewed for one additional three-year period.

The resolution also authorizes execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Public Works Department and the **Wasatch Front Waste and Recycling District** – Landfill Services. *Rev Agr #CA0000 0000 000 42* ✓

The District will take not less than 85 percent of its waste to the County's landfill or transfer station, and not less than 75 percent of its green waste to the landfill. The District will pay the County's current rates, subject to increase by the County Council.

Term of this agreement is effective upon the last of the following events to occur: approval of the Agreement, delivery of the agreement to an attorney representing the County and an attorney representing the District, and filing the agreement with the record keeper of each of the parties, and will remain in full force through December 31, 2018. The agreement may be renewed for an additional five-year period.

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

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By 
Deputy Clerk

ks

pc: Darrin Casper/Mayor's Finance
Nichole Dunn/Mayor's Office
Pam Roberts/Wasatch Front Waste & Recycling District

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: CA00000000000042
Sold To: Wasatch Front Waste & Recycling District
Description: Wasatch Front Waste & Recycling District=WFWRD REVENUE to pay County rates for use of the SLCounty Solid Waste Facility=Landfill Services. TERM 3-25-2014 to 12-31-2018, may renew for additional 5-yr period by Amendment.// AMD #1 Sections 2 & 14 replaced
Revenue Amount: \$0.00
Agency Name: Mayor's Ooffice
Start Date: 2014-03-25 End Date: 2019-12-31



COUNTY COUNCIL

Richard Snelgrove, Chair
At-Large B

Jenny Wilson
At-Large A

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Michael H. Jensen
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Steven L. DeBry
District #5

Max Burdick
District #6

February 5, 2019

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5509 authorizing execution of an AMENDMENT to the INTERLOCAL AGREEMENT between Salt Lake County for its Public Works and Municipal Services Department and the **Wasatch Front Waste and Recycling District** – Amendments to the Project Area Plan and Budget.

Sections 2 and 14 of this amendment replace Sections 2 and 14 of the original agreement, updating Service Level Adjustments and Amendments to the agreement.

All other terms and conditions of the original agreement shall remain in full effect.

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

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By KL
Deputy Clerk

ks

pc: Scott Baird/Public Works & Municipal Services Department
Darrin Casper/Mayor's Office

RESOLUTION NO. 5509 February 5, 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

WITNESSETH

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

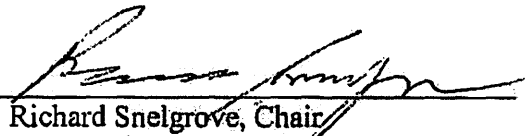
WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached amendment and by participating as required therein.

RESOLUTION

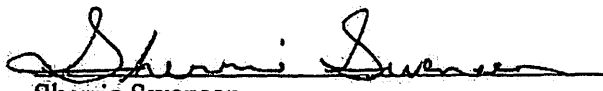
NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached amendment is approved; and the Mayor is authorized to execute said amendment, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this 5 day of February, 2019.

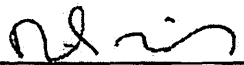
SALT LAKE COUNTY COUNCIL:

By: 
Richard Snelgrove, Chair
Date: 2/5/19

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:


Adam Miller
Deputy District Attorney
Date: 27 Jan 2019

VOTING:

Council Member Bradley	<u>"Aye"</u>
Council Member Bradshaw	<u>"Aye"</u>
Council Member Burdick	<u>"Aye"</u>
Council Member DeBry	<u>"Aye"</u>
Council Member Granato	<u>"Aye"</u>
Council Member Jensen	<u>Absent</u>
Council Member Newton	<u>"Aye"</u>
Council Member Snelgrove	<u>"Aye"</u>

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

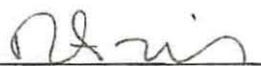
Date: Feb. 19, 2019

Departmental Approval

By: 
Division Director

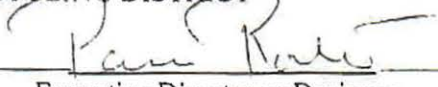
Date: 02-08-19

APPROVAL AS TO FORM

By: 
Salt Lake County District Attorney's Office

Date: 28 Jan 2019

WASATCH FRONT WASTE AND
RECYCLING DISTRICT

By: 
Executive Director or Designee

Date: 1/28/19

By: 

Counsel for DISTRICT

Date: 1-28-19