

Date: June 14, 2023  
To: Weber County Board of County Commissioners  
From: Sean Wilkinson, AICP *SW*  
Director, Community Development Department  
Subject: **Request for approval of an interlocal cooperation agreement between Weber County and Plain City relating to the delivery of municipal solid waste to the Weber County Transfer Station**  
Agenda Date: June 20, 2023  
Documents: Exhibit A – Interlocal Cooperation Agreement

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**Summary:** Weber County is collaborating with local cities on an interlocal agreement that provides a guaranteed waste stream to the Weber County Transfer Station. The agreement allows the Transfer Station to know how much municipal solid waste to expect, which leads to better budgeting and operations decisions. The agreement states that each city will deliver all of its curb-side municipal solid waste to the Weber County Transfer Station, and Weber County will continue to own and operate the Transfer Station for the agreement’s duration.

While the attached agreement is specific to Plain City, subsequent agreements with the other cities will be the same. A summary of the agreement follows:

- The first term of the agreement runs from the approval date through the end of 2023.
- The agreement automatically renews for terms of two years each for a maximum of 12 years (through 2035).
- The cities can terminate the agreement at the end of a term with notice provided six months in advance.
- The County can terminate the agreement at any time with notice provided six months in advance.
- If a city terminates the agreement, but still brings its waste to the Transfer Station, a fee higher than those for cities still under the agreement can be charged.

# Exhibit A

## **INTERLOCAL COOPERATION AGREEMENT**

by and among

PLAIN CITY

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between PLAIN CITY, which is a municipality and political subdivision of the State of Utah (“City”), and WEBER COUNTY, a political subdivision of the State of Utah (“County”).

**RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station (“Transfer Station”) where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Purpose.**

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

**Section 2. Effective Date; Duration.**

- a. This Agreement shall become effective upon the completion of all of the following actions:
  - i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

- ii. The Agreement is approved and signed by each Party; and
  - iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2023.
  - c. The Agreement shall automatically renew for additional terms of two years each, unless terminated earlier as provided in this Agreement, for a maximum of 12 years. Either Party shall have the option to terminate this Agreement as of the end of the then-existing term, if the Party provides written notice of termination to the other Party at least six months before the end of the then-existing term.
  - d. The County may terminate this Agreement at any time with six months written notice, if the Board of County Commissioners determines that continuing to participate in the Agreement would not be in the best interest of the residents of Weber County due to a budget shortfall or other circumstances out of the County's reasonable control.
  - e. This Agreement may also be terminated at any time by mutual written agreement of the Parties.
  - f. If this Agreement is terminated, the County shall have no obligation to accept waste from the City, or from the residents of the City, after the effective date of the termination. If the County elects to accept such waste, the County may charge any fee legally imposed by the County, and the fee might exceed the fees charged to other entities or individuals.

**Section 3. Waste Disposal.**

In accordance with the purpose stated above, the Parties agree to the following:

- a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the curb-side waste, excluding curb-side recycling, generated by the City's residents.
- b. The County agrees to accept the City's curb-side waste, excluding curb-side recycling, subject to the fee schedules, rules, regulations, and procedures adopted by the County.
- c. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- d. The City shall elect one of the following billing and payment options:
  - i. The County will bill the City for the tipping fees for curb-side waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
  - ii. Or, the County will directly charge the haulers of curb-side waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

**Section 4. Additional Provisions Required by the Interlocal Cooperation Act.**

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.

- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.
- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any issue related to this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

**Section 5. Indemnification.**

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

**Section 6. Publication of Notice of Agreement.**

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

**Section 7. Notices and Contacts.**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director  
Weber County  
2380 Washington Blvd., Ste. 250  
Ogden, UT 84401

For the City:  
Plain City  
4160 W 2200 N  
Plain City, UT 84404

**Section 8. Miscellaneous Provisions.**

- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.



- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.
- e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.
- f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

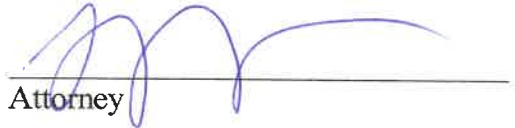
**PLAIN CITY**

By:

  
\_\_\_\_\_  
(Name)  
(Title)

DATED: 5-4-2023

Approved:

  
\_\_\_\_\_  
Attorney

**WEBER COUNTY**

By:

\_\_\_\_\_  
Gage Froerer  
County Commission Chair

DATED: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Deputy County Attorney

RESOLUTION NO. 2023-05

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY  
TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WEBER COUNTY  
RELATING TO WEBER COUNTY TRANSFER STATION**

WHEREAS, the City of Plain City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolutions; and,

WHEREAS, the City has entered into negotiations with Weber County through the Weber County with the goal of having an interlocal cooperation agreement provided by Weber County and the Weber County Transfer Station; and,

WHEREAS, the City Council of Plain City, Utah, hereby desires to adopt a Resolution to formally indicate its desire to enter into an interlocal agreement with Weber County related to Weber County Transfer Station; and,

WHEREAS, The City has determined the terms of the interlocal agreement are fair and advantageous to the City; and,

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to enter into an interlocal agreement with Weber County related to the Weber County Transfer Station and instructs that the agreement be signed by the appropriate city officials.

PASSED AND APPROVED by the Plain City Council this 4<sup>th</sup> day of May, 2023.

Voting:

Council Member Jenkins	<i>aye</i>
Council Member Sadler	<i>aye</i>
Council Member Beal	<i>aye</i>
Council Member Panunzio	<i>aye</i>
Council Member Skeen	<i>aye</i>

ATTEST:

*Janet W. Hinkle*  
\_\_\_\_\_  
City Recorder

