



Date: February 21, 2024
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 South Ogden City relating to the delivery of municipal solid waste to the Weber County Transfer Station**
Agenda Date: February 27, 2024
Documents: Exhibit A – Interlocal Cooperation Agreement

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 exclusively to the Weber County Transfer Station, and Weber County will continue to own and operate the Transfer Station for the agreement’s duration. The first term of the agreement runs from the approval date through the end of 2024 and automatically renews for terms of two years each for a maximum of 12 years (through 2036). Either party can terminate the agreement at any time with notice provided six months in advance.

Exhibit A

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between SOUTH OGDEN 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, 2024.
- 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 at any time, by providing written notice of termination to the other Party at least six months before the date the termination will take effect.
- d. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

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 generated by the City's residents. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Curb-side recycling, commercial waste, and other types of waste may be brought to the Transfer Station but are not governed by this agreement.
- b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. 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 curbside 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 vote required by 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:

City Manager
South Ogden City
3950 Adams Ave.
South Ogden, UT 84403

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:

SOUTH OGDEN CITY

By: Matthew J. Dixon
Matthew J. Dixon
City Manager

DATED: 10/04/2023

Attest: Leesa Kapetanov
Leesa Kapetanov, MMC
City Recorder

Approved: Joel Yellowhorse
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. 23-41

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH
OGDEN CITY AND WEBER COUNTY FOR DELIVERY OF SOLID
WASTE TO THE WEBER COUNTY TRANSFER STATION**

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11- 13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, the City Council finds that in conformance with UC §11-13-1, the City may enter into Interlocal Cooperation Agreements; and,

WHEREAS, the City Council finds that UC §11-13-5 requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements may become effective; and,

WHEREAS, the City Council finds that Weber County operates a waste Transfer Station used by many cities, including South Ogden City, for disposal of their solid waste; and

WHEREAS, the City Council finds that 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

WHEREAS, Weber County considers 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; and,

WHEREAS, the City Council finds that signing and supporting an agreement for the commitment of delivery of solid waste collected within South Ogden City to the Weber County Transfer Station is in the best interest of the citizens of South Ogden; and,

WHEREAS, such agreements require the signature of an authorized official of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The Governing Body of South Ogden City, State of Utah, adopts and authorizes entry into the attached "Interlocal Cooperation Agreement" with Weber County (**Attachment "A"**); and authorizes the City Manager to sign any documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to sign such arrangements for the City.

The foregoing recitals are incorporated herein.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of any prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4- SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution and this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 3rd day of October, 2023, and after publication or posting as required by law.


PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 3rd day of October, 2023.



SOUTH OGDEN CITY


Russell L. Porter, Mayor

ATTEST:


Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-41

A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement Between South Ogden City And Weber County For Delivery Of Solid Waste To The Weber County Transfer Station

03 Oct 23