
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: September 29, 2009

SUBJECT: **Amendments to the Interlocal Cooperation Agreement with the County for the Salt Lake Valley Solid Waste Management Facility (Landfill)**

STAFF REPORT BY: Lehua Weaver

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Public Services
Rick Graham

The Administration has forwarded proposed amendments to the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County for the operations at the Landfill. The most significant change proposed addresses the use of money disbursed from the Landfill account to the owners (City and County). This has been discussed in the past related to the use of a \$7 million disbursement, which the City intends to use primarily toward sustainability projects.

These amendments have already been presented to and adopted by the Salt Lake County Council.

KEY CHANGES:

As outlined in the Administration's transmittal letter, there are a few proposed changes to the interlocal with the County for landfill operations:

1. The most noteworthy change is to the section that dictates how money taken out of the landfill can be spent. The previous version of the agreement specified that money withdrawn must be used for "solid waste management purposes". The proposed amendment would allow the City and County to each decide on how to use their share of the funds. The interlocal would still require that both owners agree to any future decision to withdraw funds, and the amount of that withdrawal.

Restrictions on the use of the money could be established through the interlocal, city or county statutes, or state code. Approval of these changes will remove the restriction from the interlocal, and the City and County Attorneys have both confirmed that no state restrictions exist. During this last year's budget, the Council did adopt some restrictions at the City level to commit that the money would be kept within the Refuse Fund. (For more information, see the "Background" section at the end of this report.)

This interlocal amendment has primarily been discussed in the context of the \$7 million disbursement from the landfill's "Post-Closure" account to each the City and the County (\$14 million total). (For additional information on the balance of the fund, see the "Background" section at the end of this staff report.) During the budget discussions, the Administration preliminarily suggested of the City's share that \$1.5 million would go toward the Operations Fund to rebuild the cash reserves related to refuse collection duties, and then the remaining \$5.5 million would be budgeted in the Environmental & Energy Fund for sustainability projects. It is Council staff's understanding that once the Interlocal amendments are adopted, the Landfill Council will take official action on the cash disbursement to the City & County. The City Administration is also planning on coming to the Council in the coming months with the business plan for the Office of Sustainability, including proposals on which projects the money might fund.

Other proposed changes to the interlocal include:

2. Establishes a term limit for the technical expert who serves on the Landfill Council. This is an appointment similar to positions on other City or County Boards and Commissions. Making this change to the interlocal would make the term lengths consistent with the other Board / Commission appointments made by the City and County. The position is filled by someone outside City and/or County employment.
3. Clarifies that the County mayor will consult with the City mayor on the appointment or removal of an Executive Director for the Landfill. The employees at the Landfill are all County employees, and the positions are filled using County established hiring practices. In addition to consulting the City mayor, the County mayor must also confer with the Landfill Council in both hiring and firing situations. During the most recent appointment of the Director, there was an interview process and hiring team that included the Landfill Council members.
4. Specifies that the Chair and Vice Chair will rotate annually between the City and County representative on the Council. (This just updates the interlocal to reflect actual practice.)
5. Allows minutes to be provided electronically.
6. Standard addition of an ethics clause.

BACKGROUND

The existence and potential use of the funds from the landfill has been discussed several times over the past year. The decision to allow the withdraw funds is fairly significant, because of the requirements for the funds availability. The Landfill fund balance is set up in three categories: Undesignated Cash, Designated Cash, and a Closure/Post-Closure Fund. The anticipated withdrawal of funds would come from the Closure / Post-Closure Fund, which is closely regulated to ensure that there is adequate funding available for the required closure activities. That annual balance is calculated based on standards found in the accounting directive GASB 18, which requires access to adequate funding for post-closure activities. This may be in cash on hand, guarantees, or other.

During our last Landfill budget discussion, the cash balance at the end of 2009 in the Closure/Post-Closure fund, before any withdrawals, was projected to be \$26,820,337. The anticipated withdrawal would be \$14 million, leaving \$12,820,337 in the account.

Regarding City-imposed restrictions on the use of landfill money, during the budget discussions, the Council adopted changes to the City Code that specified any money from the landfill would be kept in the Refuse Fund (either the Environmental & Energy Fund or the Operations Fund). So, although the Landfill Council and proposed Interlocal amendments would not place any restrictions on the use of the money, current City Code (Section 9.08) does.

Section 9.08.040 Salt Lake City Code

“Some or all fees, monies, and revenues received from the Salt Lake Valley Solid Waste Management Facility [Landfill] shall be placed in the environmental and energy fund, as determined annually by the City Council, and shall be used for environmental and energy management and recycling management, including open space, environmental sustainability programs, and other related purposes. Any fees, monies, and revenues received from the Salt Lake Valley Solid Waste Management Facility that are not placed in the environmental and energy fund, shall be placed in the refuse and recycling operations fund.”

COUNCIL TRANSMITTAL


David Everitt, Chief of Staff

Date Received

By Steven Berg

Date Sent to Council 09/17/2009

TO: Salt Lake City Council
Carlton Christensen, Chair

DATE: September 10, 2009

FROM: Rick Graham, Director of Public Services 

SUBJECT: Interlocal Cooperation Agreement – Salt Lake Valley Solid Waste Management Facility – Salt Lake City and Salt Lake County

STAFF CONTACT: Rick Graham, Director
Public Services Department
801 – 535-7774

DOCUMENT TYPE: Resolution

RECOMMENDATION: It is recommended that the City Council adopt the Resolution that authorizes the Mayor to sign the Interlocal Agreement.

BUDGET IMPACT: No impact. However, the Agreement allows the Parties to annually disperse cash from available funds not required for other landfill purposes. The funds will be divided equally and may be used for any governmental purpose allowed by law.

BACKGROUND/DISCUSSION: Salt Lake City and Salt Lake County are equal owners in the Salt Lake Valley Solid Waste Management Facility (Landfill). The Interlocal Cooperation Agreement states the legal responsibility the City and County have to provide Solid Waste Management and disposal services to their citizens. The City and County had previously entered into an Interlocal Agreement on November 14, 2000. The first Interlocal Agreement between the two governmental agencies was created in 1980.

Attached, is the proposed update of the City's interlocal agreement with the County. It has been substantially rewritten. The substantive changes are as follows:

Item 4(c) has been changed to limit the term of the technical expert who serves on the Solid Waste Management Council. The previous interlocal had no limit. The current draft limits participation of the technical expert to two four-year terms, but is not applied retroactively.

Item 4(7) has been changed to mirror the actual practice of the Solid Waste Management Council. The previous interlocal simply stated that a chair and vice chair would be elected every year. The reality is that the County Mayor's representative and the City Mayor's representative alternate serving as chair and vice chair. This merely codifies the Solid Waste Management Council's long-term practice.

Item 4(9) has been changed to require the County Mayor to consult with the City's Mayor prior to hiring or firing the Executive Director of the Solid Waste Management Division. It does not require "permission", but merely a consultation.

Item 10(H) has been changed so that the owners, Salt Lake County and Salt Lake City, may use funds, which are not required for other purposes, for any purpose allowed by law. The previous language required that any funds disbursed by the Solid Waste Management Division to the owners must be used for solid waste management purposes. It also stipulates that both owners must mutually agree to take funds out of the Solid Waste Management Fund and agree on the amount.

Item 13 requires that the Solid Waste Management Council will provide minutes of all meeting to the Mayors of both owners. The revision allows the minutes to be provided electronically.

Item 25 has been added. The City has this clause in all its interlocals. It says essentially that we will maintain ethical behavior and standards.

PUBLIC PROCESS: No process was created by the City. The Salt Lake County Council authorized the Salt Lake County Mayor to sign the Agreement in July 2009.

Michael Jensen, Chair
Sanitation Subcommittee
Salt Lake County Council
2001 South State
Salt Lake City, Utah 84190

Dear Council Member Jensen:

This interlocal went to the Public Works subcommittee last October. It was approved by that subcommittee, but was never forward to the Committee of the Whole. As a courtesy, I am bringing it back to the Sanitation subcommittee.

Attached is a proposed update of the County's interlocal with Salt Lake City for Solid Waste Management. It has been substantially rewritten so I have not provided the redline version because it is very difficult to read. I would be happy to supply it if you would like.

The substantive changes are as follows:

Item 4(C) has been changed to limit the term of the technical expert who serves on the Solid Waste Management Council. The previous interlocal had no limit. The current draft limits participation of the technical expert to two four-year terms, but is not applied retroactively.

Item 4(7) has been changed to mirror the actual practice of the Solid Waste Management Council. The previous interlocal simply stated that a chair and vice chair would be elected every year. The reality is that the County Mayor's representative and the City Mayor's representative alternate serving as chair and vice chair. This merely codifies the Solid Waste Management Council's long-term practice.

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Item 10(H) has been changed so that the owners, Salt Lake County and Salt Lake City, may use funds, which are not required for other purposes, for any purpose allowed by law. The previous language required that any funds disbursed by the Solid Waste Management Division to the owners must be used for solid waste management purposes. It also stipulates that both owners must mutually agree to take funds out of the Solid Waste Management Fund and agree on the amount.

Item 13 requires that the Solid Waste Management Council will provide minutes of all meeting to the Mayors of both owners. The revision allows the minutes to be provided electronically.

Item 25 has been added. The City has this clause in all its interlocals. It says essentially that we will maintain ethical behavior and standards.

I look forward to discussing this with you at our subcommittee meeting.

Sincerely,

Linda Hamilton, Director
Public Works Department

PX09164C

Contract No. ~~PX 09156E~~

D.A. No. 2008-1285

**INTERLOCAL COOPERATION AGREEMENT
SOLID WASTE MANAGEMENT
SALT LAKE COUNTY AND SALT LAKE CITY**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "CITY"), and SALT LAKE COUNTY, a political subdivision of the State of Utah (the "COUNTY"). The CITY and the COUNTY are referred to collectively as the "Parties."

RECITALS

- A. The Parties have legal responsibilities to provide solid waste management and disposal services to their citizens.
- B. The Parties desire to consolidate the management of their respective solid waste management and disposal facilities in order to avoid the duplication of functions, to achieve greater economies of scale and system efficiencies, to access more effective technologies, and to provide integrated solid waste services for the public over the long term.
- C. The Parties recognize that certain support functions with regard to operation of consolidated solid waste functions could well be provided by the COUNTY and by the CITY.
- D. The Parties have previously entered into an Interlocal Cooperation Agreement, dated the 14th day of November, 2000, in which the above-mentioned goals were stated and addressed.

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SALT LAKE COUNTY CONTRACTS
2001 S. STATE ST. #N4500
SALT LAKE CITY, UT 84190**

E. Certain circumstances have arisen since the execution of that prior agreement that require the Parties to amend and restate that agreement to the end that the Parties' goals may be better accomplished.

F. The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, allows the Parties to enter into a cooperative agreement of mutual advantage to provide services and facilities in the best interests of their needs and development and to provide the benefit of economies of scale.

G. The Mayor of the CITY and the Mayor of the COUNTY have been authorized to make and execute this amended Agreement as provided by law. In consideration of the promises, representations and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. FACILITY.

The Parties shall jointly own and operate the Salt Lake Valley Solid Waste Management Facility (together with any other joint solid waste transfer, processing, recycling, or disposal facilities of the Parties, the "Facility").

2. SOLID WASTE MANAGEMENT COUNCIL.

A management council shall be established, to be known as the Salt Lake Valley Solid Waste Management Council (the "COUNCIL").

3. APPOINTMENT OF COUNCIL MEMBERS.

The COUNCIL shall consist of five (5) members, as follows: the COUNTY's Mayor, or a designee of said Mayor; the CITY's Mayor, or a designee of said Mayor; one elected official, or a designee of said official, designated by the Salt Lake County Council of

Governments, who is not an official or an employee of the COUNTY or the CITY but whose municipality is served by the Facility; one member of the Salt Lake Valley Board of Health or the Director of Health as designated by such Board, or a designee of the Salt Lake Valley Board of Health or the Director of Health, as the case may be; and one member with technical expertise in the field of solid waste management, said expert member to be selected by the COUNCIL members who represent the CITY, the COUNTY, and the Salt Lake Valley Board of Health.

4. TERMS OF COUNCIL MEMBERS.

COUNCIL members shall have terms as follows:

A. Members required to be elected officials shall serve until expiration of the current term of their elected office and may be reappointed for periods to coincide with subsequent terms of their elected office.

B. Members designated by the Salt Lake Valley Board of Health shall serve terms concurrent with their term on the Board of Health or as Director of Health; or a designee of the Board of Health or Director of Health, shall serve until replaced by the Board of Health or Director of Health, as applicable.

C. The term of the member of the COUNCIL selected for his or her technical expertise in solid waste management shall be as determined by a majority of the COUNCIL members, but shall not exceed four (4) years unless the member is reappointed by a majority of the COUNCIL members for one additional period of not to exceed a period of four (4) years. This provision limiting the term of the technical expert shall not be applied retroactively.

5. REPLACEMENT OF COUNCIL MEMBERS.

Any COUNCIL member, except those who are elected officials whose terms have not yet expired, may be replaced at any time by the authority through whom such members were appointed.

6. QUORUM OF COUNCIL.

Four members of the COUNCIL shall constitute a quorum for the transaction of business.

7. COUNCIL OFFICERS.

Beginning January 2, 2009 the COUNTY's representative shall become chair of the COUNCIL and the CITY's representative shall become the vice-chair of the COUNCIL, who shall perform the duties of the chair during the absence or disability of the chair. On the first business day of each subsequent calendar year the CITY'S representative and the COUNTY'S representative shall trade positions as chair and vice-chair, as the case may be.

8. COUNCIL MEETINGS.

The COUNCIL shall convene for regular meetings to be held as determined by the COUNCIL. Special meetings may be ordered by the chair or a majority of the COUNCIL members. All meetings shall comply with the Utah Open and Public Meetings Act, Title 52 Chapter 4, Utah Code Annotated, 1953, as amended.

9. APPOINTMENT AND REMOVAL OF THE DIRECTOR.

The COUNTY's Mayor, after consulting with the CITY's Mayor, and after consulting with and receiving the recommendation of the COUNCIL, shall appoint an Executive Director (the "Director") who shall be directly responsible to the COUNCIL for overseeing the

long term strategic planning, policy development, external affairs, financial management, engineering, and operations of the Facility. The Director may only be removed by the COUNTY's Mayor, after consulting with the CITY's Mayor and the COUNCIL. The Director shall select employees for the Facility; however, the COUNCIL shall have the right to approve or disapprove the number of the employees hired. Nothing herein shall prevent the COUNTY's Mayor or designee from appointing a COUNTY merit employee as Director. Nothing herein shall prevent the Director from occupying other positions under the COUNTY's merit system, even though removed as Director.

10. POWERS AND DUTIES.

The COUNCIL shall have the following powers and duties:

A. To establish rules and regulations for the conduct of COUNCIL meetings as the members shall deem advisable; provided, however, that such rules and regulations shall not conflict with this Agreement or applicable COUNTY, CITY, state, or federal law.

B. To adopt and amend rules and regulations that it shall from time to time deem to be in the public interest and most likely to advance, enhance, foster and promote safe and efficient solid waste management relative to the business, use, and operation of the Facility, and for the purposes of carrying out the objectives of this Agreement; but the operation of the Facility and all rules and regulations in connection therewith shall not conflict with the terms of this Agreement or any applicable CITY ordinance, COUNTY ordinance, state law, or federal law.

C. To establish rate structures and fees for services or facilities furnished to the public or to any person, firm, or corporation, public or private, or for granting rights, privileges, or concessions at the Facility.

D. To make determinations when required as to the public need and convenience for concessionaires, services or facilities at the Facility.

E. To appoint committees to study, consider and make recommendations on matters to be presented to the COUNCIL.

F. To assist the Director in every way possible for the orderly operation of the Facility and programs related to the Facility in order to best serve local requirements for solid waste management.

G. To review not less often than yearly with the Parties the annual budget, including income from all sources, the expenditures for all purposes, and the relationship of anticipated revenues to anticipated expenditures including debt retirement, all with respect to the Facility.

H. To review annually the disbursement of cash, if any, to the CITY and the COUNTY from available funds that are not required for other purposes.. The cash shall be divided equally between the COUNTY and the CITY. The CITY and COUNTY reserve whatever right they may have to use their portion of any such disbursed funds for any governmental purposes allowed by law. Nonetheless, both the COUNTY and the CITY must mutually agree to any amount of funds to be distributed to the Parties.

I. To oversee the preparation and updates to the Salt Lake County Solid Waste Management Plan.

J. To approve a long term strategic plan for the benefit of the public welfare and environment as proposed by the Director.

11. RECOMMENDATIONS OF THE COUNCIL.

The COUNCIL shall make recommendations to the CITY and the COUNTY regarding the following:

- A. The appointment and removal of the Director.
- B. All construction and expansion projects for solid waste transfer, recycling, processing and disposal operations, the cost of which exceeds ten thousand dollars (\$10,000.00).
- C. The expansion of facilities and the enhancement of old landfill sites for beneficial use and the scheduling thereof.
- D. The establishment of the general provisions of agreements, contracts, or leases that may be brought before the COUNCIL.
- E. The fixing and determining the Facility's uses; provided that any use shall be necessary or desirable for solid waste disposal or reclamation purposes;
- F. The establishment of public policy for all major operations or activities that require policy determinations.
- G. The establishment of public policy regarding programs related to income and revenue in order that the staging of capital improvement projects and land and equipment acquisitions are within anticipated revenues and income projections.
- H. The annual budget prepared by the fiscal manager of the Facility, for the Facility, including a recommendation regarding the revenue necessary to provide funds for operating expenditures.

12. BUDGET.

The Council shall prepare and file with the Parties a budget for the Facility at such time as the Parties shall designate. The budget shall contain a full and detailed estimate of the revenue required during the ensuing year for maintenance and operations, showing therein the number of employees, by classification, and the amount of salary and wages recommended for each. The expenditures for maintenance and operations shall be limited to projected fee revenues and budget appropriations made in advance by the Parties. The Parties agree that the Facility shall be funded by fees through an enterprise fund and not from taxes.

13. REVIEW OF COUNCIL ACTIONS.

All actions which are not specifically delegated to the COUNCIL by this Agreement shall be the responsibility of the CITY and the COUNTY. The COUNCIL shall describe its planned actions by way of minutes of all meetings, taken in writing or electronically, and submit the description to the business offices of the CITY's Mayor and the COUNTY's Mayor. The CITY's Mayor and the COUNTY's Mayor shall thereafter each have power to review, ratify, modify, or veto any action described by the COUNCIL. The CITY's Mayor and COUNTY's Mayor or their designees shall promptly notify the COUNCIL, in writing or electronically, of the actions taken by them. Actions shall take effect only upon ratification by the CITY's and COUNTY's mayors.

14. ENABLING AUTHORITY.

The Parties shall adopt the ordinances and resolutions necessary to enable the COUNCIL to act as required under this Agreement.

15. COMPENSATION FOR COUNCIL MEMBERS.

COUNCIL members employed by a public entity shall serve without pay.

Privately-employed members shall be entitled to a fee set by the COUNCIL for attending each meeting. The COUNCIL may alter that fee from time to time. All COUNCIL members shall be reimbursed for actual and necessary travel and subsistence expenses while in attendance at authorized COUNCIL meetings, conferences and seminars.

16. SOLID WASTE PROCESSING AND DISPOSAL SITES.

The Parties may obtain further property for use as a solid waste management site, transfer station, or waste processing site under terms and conditions to be established at the time of any future site acquisitions.

17. REAL AND PERSONAL PROPERTY.

Any real or personal property currently owned or acquired by the CITY or the COUNTY for use by the Facility shall be owned equally by the Parties. Any real or personal property shall be purchased and disposed of in compliance with applicable state and local statutes and ordinances. Any proceeds from the disposition of property shall be used for the benefit of the Facility or the Parties.

18. PERSONNEL.

All employees, except temporary employees, of the Facility shall be under the Salt Lake County Merit system and their employment status shall be governed by the provisions of that system.

19. SUPPORT SERVICES.

A. The following support services shall be provided by the Facility staff, the COUNTY, the CITY and by private contractors on an administratively determined basis as recommended by the Director, staff, and the COUNCIL and as approved by the respective governing bodies of the COUNTY and the CITY. Such services shall include, without limitation:

Attorney
Auditing
Engineering Support
Environmental Support
Payroll
Purchasing
Treasurer
Risk Management
Fleet Management

B. As the services are determined necessary, the COUNCIL may request them from the COUNTY, the CITY, or a private contractor and the COUNTY, the CITY, or the private contractor shall then perform said services for a fee set in advance by the COUNCIL. The COUNCIL shall pay the fee upon receipt of itemized monthly billings from the governmental agency or private contractor providing the service.

C. Each of the COUNTY and the CITY shall maintain separate, accurate, and complete records of services performed by it or its agencies in providing the services contemplated herein and shall make such records available upon request to the other Party and to the COUNCIL or its staff.

20. REIMBURSEMENT FOR SUPPORT SERVICES.

The CITY and the COUNTY shall be reimbursed from solid waste user fees for the actual cost of support services performed and for the amounts of any claims (including tort liability and worker's compensation) paid by either of the Parties as a result of the obligations imposed by this Agreement.

21. EFFECTIVE DATE AND TERM.

The term of this Agreement shall commence upon its execution, and the duration shall be fifty (50) years unless sooner terminated by a Party by giving the other Party one (1) year written notice and making financial arrangements which are acceptable to the other Party. Any early termination must be fair and equitable to all Parties and must insure the ongoing management and operation of the Facility, unless all Parties desire to cease such operation of the Facility, at which time the Facility's assets (land, buildings, equipment, and all other tangible assets) shall be divided on a fair and equitable basis, which include consideration of contributions made by the Parties and all other factors the Parties shall deem appropriate.

22. TERMINATION.

Upon termination of solid waste management and disposal operations under any of the conditions set forth herein, the Parties shall retain responsibility for and shall equally share in the cost of any work, services or materials required to restore, close, monitor, or change any sites used in said operations to other uses, and shall comply with any applicable local, state, or federal law or regulation in the event the COUNCIL terminates operations at any site in order to continue operations at another.

23. LIABILITY PROVISIONS.

A. The Facility shall maintain a designated reserve fund for personal injury and property damage liability. The Facility shall be primarily liable to pay any claim, settlement, fine or court award of damages to the extent funds are available, subject to the limits set forth in the Utah Governmental Immunity Act, Section 63G-7-101, et seq. (UCA).

B. The Facility and the Parties shall pay only for claims arising from the operation of the Facility. By entering into this Agreement neither Party waives any defense, immunity, reservation of rights, or limits on liability set forth in the Governmental Immunity Act.

C. If funds are not available in a reserve account or if insufficient funds are available, each Party shall be secondarily liable in an equal amount to pay any claim, settlement, fine or court award of damages.

D. A separate account shall be maintained for environmental liability purposes. The Facility shall be primarily liable to pay any claim, settlement, court award of damages, or fine imposed to the extent funds are available in the account. If funds are not be available or if insufficient funds are available, each Party shall be secondarily liable in an equal amount to pay any claim, settlement, court award of damages or fine. The funds in this account shall be available for all landfill parcels operated jointly or individually by the Parties, subject to review and approval by the respective governing bodies of the Parties.

24. SUPERSEDING.

This Agreement shall supersede that certain Interlocal Cooperation Agreement between the Parties dated November 14, 2000, and shall also supersede any provisions of an

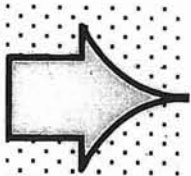
earlier agreement, dated August 25, 1980, which may be still considered applicable to any operation of the Facility, which former agreements shall henceforth be null and void.

25. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OR COUNTY OFFICERS AND EMPLOYEES AND FORMER CITY OR COUNTY OFFICERS AND EMPLOYEES.

Each Party represents that it has not: (1) provided an illegal gift or payoff to a CITY or COUNTY officer or employee, or former CITY or COUNTY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code or the COUNTY's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a CITY or COUNTY officer or employee or former CITY or COUNTY officer or employee to breach any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code or the COUNTY's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances.

DATED this _____ day of _____, 2009.

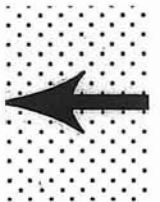
NOTARIZE



ATTEST:

SALT LAKE CITY CORPORATION

By _____
Mayor



Deputy City Recorder
rt.word.gja-slc-solidwastemngmt-gja

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SALT LAKE COUNTY CONTRACTS
2001 S. STATE ST. #N4500
SALT LAKE CITY, UT 84190

PX09164C

SALT LAKE COUNTY UTAH

RESOLUTION No. 4290

Date: June 30, 2009

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SALT LAKE CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH AND SALT LAKE COUNTY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH FOR THE JOINT OWNERSHIP AND OPERATION OF THE SALT LAKE VALLEY SOLID WASTE MANAGEMENT FACILITY AND RELATED FACILITIES.

subject to the provisions of §11-13-202.5

WHEREAS, the Legislature of the State of Utah has provided in Title 11, Chapter 13, of Utah Code Ann. (1953, as amended), ~~and specifically in §11-13-101,~~ that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency prior to such agreement entering into force; and

where required by statute

legislative

gaw

gaw

WHEREAS, Salt Lake City and Salt Lake County, both public agencies of the state of Utah, have previously entered into an interlocal agreement for the joint ownership and operation of the Salt Lake Valley Solid Waste Management Facility and related facilities; and

WHEREAS, the parties desire to restate and amend said agreement to provide for changes in the sharing of the revenues of said agreement and to restate other portions of the agreement to accommodate changes in the operation and management of the facilities; and

WHEREAS, the restated agreement requires Salt Lake County to employ staff to manage and operate the facilities and annually budget for said staff and related expenses necessary for the efficient operation and management of the facilities.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Salt Lake County that the amended and restated interlocal agreement between Salt Lake City Corporation and Salt Lake County for the joint operation of the Salt Lake Valley Solid Waste Management Facility and related facilities and operations is hereby approved and the Mayor of Salt Lake County is hereby authorized and directed to execute the same on behalf of Salt Lake County.


APPROVED AND ADOPTED BY THE COUNTY COUNCIL OF SALT LAKE COUNTY, STATE OF UTAH, THIS 30th DAY OF June, 2009.

PLEASE RETURN TO:
SALT LAKE COUNTY CONTRACTS
2001 S. STATE ST. #N4500
SALT LAKE CITY, UT 84190

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By Quinn A. Anderson
Deputy District Attorney
Date 7 July 2009

PX091640
RESOLUTION 4290

SALT LAKE COUNTY COUNCIL

By 
Joe Hatch, Chair
Salt Lake County Council

ATTEST:

Salt Lake County Clerk



Councilmember Allen voting	<u>"Aye"</u>
Councilmember Bradley voting	<u>Absent</u>
Councilmember Burdick voting	<u>"Aye"</u>
Councilmember Hatch voting	<u>"Aye"</u>
Councilmember Horiuchi voting	<u>"Aye"</u>
Councilmember Iwamoto voting	<u>"Aye"</u>
Councilmember Jensen voting	<u>Absent</u>
Councilmember Wilde voting	<u>"Aye"</u>
Councilmember Wilson voting	<u>"Aye"</u>

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SALT LAKE CITY, UT 84190

RESOLUTION NO. _____ OF 2009

Authorizing the approval of an amended and restated interlocal cooperation agreement between Salt Lake County, Utah and Salt Lake City Corporation relating to solid waste management

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

An amended and restated interlocal cooperation agreement (solid waste management), with an effective date of October 7, 2009, between Salt Lake County, Utah and Salt Lake City Corporation relating to the joint ownership and operation of the Salt Lake Valley Solid Waste Management Facility and related facilities.

2. Ralph Becker, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve, execute, and deliver said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder as the Mayor on behalf of the City shall approve, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of

_____, 2009.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:


SENIOR CITY ATTORNEY

HB_ATTYY-#9911-v1-Resolution_re_interlocal_agreement_with_Salt_Lake_County_re_solid_waste_management.DOC