

**RESOLUTION No. 11-02-2010**

**A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH PAYSON CITY, UTAH FOR WASTE DISPOSAL SERVICES**

**WHEREAS**, the governing body of the City of Santaquin, Utah, acknowledges the need to have an agreement for the proper disposal of waste and refuse generated in our community; and

**WHEREAS**, Santaquin City residents would be benefited by having equal access via the Payson "Punch Card Program" to the Payson City Landfill for disposal of larger items and green waste; and

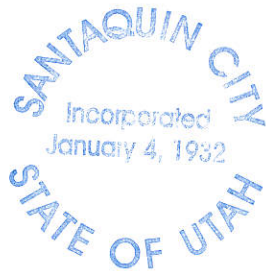
**WHEREAS**, the City of Payson, Utah has sufficient landfill capacity to meet their own current and future needs as well as the current and future needs of our citizenry; and

**WHEREAS**, entering into said agreement is mutually beneficial to both communities and enhances the relationship between both communities,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Santaquin, Utah, enters into an Interlocal agreement with the City of Payson, Utah for Waste Disposal Services.

(See attached)


ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 3<sup>rd</sup> day of November, 2010.



SANTAQUIN CITY

  
James E. DeGraffenried, Mayor

Attest

  
Susan B. Farnsworth, City Recorder

Resolution 11-02-2010

AGREEMENT NO. 1202-392

**INTERLOCAL COOPERATION AGREEMENT  
FOR WASTE DISPOSAL SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into this 17 day of November, 2010, by and between Santaquin City, a municipality of the State of Utah, (hereinafter referred to as "Santaquin"), and the Payson City, a municipality of the State of Utah (hereinafter referred to as "Payson").

**WITNESSETH:**

**WHEREAS**, both Santaquin and Payson provide waste disposal services for residents and businesses of their respective municipalities; and

**WHEREAS**, Santaquin and Payson desire to coordinate waste disposal efforts in order to minimize duplicative efforts, improve the delivery time of the service and reduce taxpayer costs; and

**WHEREAS**, Santaquin and Payson have mutually agreed to provide such cooperative services on the terms and conditions hereinafter set forth; and

**WHEREAS**, such agreements are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., ("the Act"); and

**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Interlocal Agreement for the provision of waste disposal services.

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. EFFECTIVE DATE; DURATION**

Santaquin and Payson intend that this Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon approval and execution hereof by the governing bodies of Santaquin and Payson. Although by law, an Interlocal Cooperation Agreement is not effective until executed and filed with each of respective parties as established in Section 8 hereof, once effective this Interlocal Cooperation Agreement shall apply to the relationship of the parties as of January 1, 2011, shall remain effective until its first anniversary date, which is defined herein to be July 1, 2011, and shall automatically renew for further one year periods unless otherwise terminated as provided for herein. This Agreement shall not, in any event, continue to renew for a period longer than fifty (50) years from the effective date hereof.

**Section 2. ADMINISTRATION OF AMENDED INTERLOCAL COOPERATION AGREEMENT**

Santaquin and Payson shall not establish a separate legal entity under the terms of this Agreement. However, the parties agree to establish a four (4) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the Payson City Public Works Director, or his/her designee; (b) one member of the Payson City Council, or his/her designee; (c) the Santaquin City Public Works Director, or his/her designee; and (d) one Santaquin City Council member, or his/her designee. The Payson City Public Works Director shall be the chairperson of the Committee. This Committee shall meet annually. Governance of the Committee shall be by majority rule. In the event of a deadlock when there is an even division among the members of the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the Mayors of the respective Cities shall mutually cast a final vote to break the deadlock. In the event the Mayors of the Cities are unable to mutually agree to break the deadlock, then either party may file an action to resolve the deadlock in the courts of Utah County, State of Utah. Each party shall bear its own costs, expenses, and attorneys' fees arising from the resolution of a deadlock.

**Section 3. PURPOSES AND DESCRIPTION OF SERVICES**

3.1 This Interlocal Cooperation Agreement has been established and entered into between Santaquin and Payson for the purpose of providing waste disposal services to Santaquin by the Payson. Payson agrees to provide for the disposal of solid waste and green waste that is delivered by Santaquin City or its agents to the Payson Landfill.

3.2 Santaquin shall only deliver such solid waste to Payson as Payson is permitted to accept by applicable license, law, statute, rule or regulation.

3.3 Santaquin shall deliver solid waste from Santaquin City receptacles at regular intervals as mutually agreed by the parties..

3.4 Payson shall have no responsibility under this Agreement for collection of any waste from Santaquin, but shall accept delivery of and shall appropriately dispose of all solid waste received from Santaquin City.

3.5 Payson shall accept solid waste and green waste from residents of Santaquin on the same terms and conditions as from residents of Payson with the exception that Santaquin residents shall not be entitled to the resident punch passes, rather they shall be charged a Payson Resident Rate per load for non-green waste and there shall be no charge for green waste.

**Section 4. MANNER OF FINANCING**

4.1 In consideration of the above services, Santaquin shall pay to Payson for the services described herein as provided in this section.

4.2 The parties agree that said fee for the period from January 1, 2011 through December 31, 2011, shall be Thirty Dollars (\$30.00) per ton of solid waste delivered to Payson by Santaquin or its agents. Santaquin agrees that the minimum tonnage delivered to Payson each month shall be 250 tons. If there is a shortfall in any given month, Santaquin shall pay the difference between the shortfall and the 250 tons.

4.3 This amount shall be adjusted from year to year, based upon the latest Consumer Price Index.

4.4 Payson shall submit an invoice to Santaquin on or before the fifth day of each month; and Santaquin shall pay Payson the amount of invoices that are received by the fifth day of the month, by the fifteenth day of the month.

#### **Section 5. METHOD OF TERMINATION**

This Agreement will automatically renew for an additional one year term on each anniversary date, pursuant to the provisions of section 1 of this Agreement. The parties agree that either party shall have the right to terminate this Agreement on any anniversary thereof, by delivering written notice to the other party, by certified mail, no later than 90 days prior to said anniversary date, or at any other time mutually agreed to by the parties.

#### **Section 6. INSURANCE AND INDEMNIFICATION**

Santaquin shall instruct its insurance carrier to add Payson and the Payson City Council to its liability insurance as additional insureds for purposes of the waste disposal services described herein, and deliver to Payson a certificate, or certificates of insurance to that effect, along with copies of each applicable policy or coverage agreement. The cost of such additions to the insurance coverage shall be included in the fees described in section 4 of this Agreement. In the event that Payson desires additional insurance coverage, or different limits of coverage, such shall be obtained and paid for separately by Payson.

Payson shall instruct its insurance carrier to add Santaquin and the Santaquin City Council to its liability insurance as additional insureds for purposes of the waste disposal services described herein, and deliver to Santaquin a certificate, or certificates of insurance to that effect, along with copies of each applicable policy or coverage agreement. The cost of such additions to the insurance coverage shall be included in the fees described in section 4 of this Agreement. In the event that Santaquin desires additional insurance coverage, or different limits of coverage, such shall be obtained and paid for separately by Santaquin.

Each of the parties shall indemnify and save harmless the other, including its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of its negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Neither party shall indemnify the other for intentional torts

committed by its officers or employees. Nothing in this agreement shall be construed to waive or limit the protections provided in the Governmental Immunity Act of Utah. Utah Code Ann. § 63-30d-101 et seq. (1953 as amended).

**Section 7. REVIEW BY APPROVED ATTORNEY**

Santaquin and Payson hereby certify that, pursuant to the requirements of Section 11-13-202.5, Utah Code Ann. (1953 as amended), each has submitted this Agreement to an attorney authorized to represent the City for review as to proper form and compliance with applicable law.

**Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the offices of Santaquin and Payson and with the official keeper of records of each municipality within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 9. AMENDMENTS**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties; (b) executed by a duly authorized official of each of the parties; (c) submitted to an authorized attorney for review as required by Section 11-13-202.5, Utah Code Ann. (1953 as amended); and (d) filed in the official records of each party.

**Section 10. SEVERABILITY**

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.


**Section 11. GOVERNING LAW**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

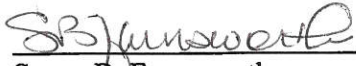
IN WITNESS WHEREOF, the parties have signed and executed this Amended Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

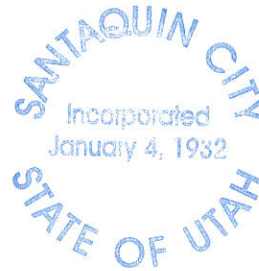
**SANTAQUIN CITY**

Authorized by Resolution No. 11-05-2010, authorized and passed on the 17 day of November, 2010.

  
James E. DeGraffenried, Mayor  
Santaquin City

ATTEST:

  
Susan B. Farnsworth  
Santaquin City Recorder

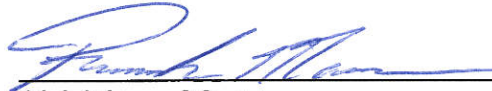


APPROVED AS TO FORM:


  
Brett B. Rich

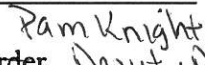
**PAYSON CITY**

Authorized by Resolution No. 11-03-10, authorized and passed on the 3rd day of November, 2010.

  
Rick Moore, Mayor  
Payson City

ATTEST:

  
Jeanette Wineteer  
Payson City Recorder

  
Pam Knight  
Deputy Recorder

APPROVED AS TO FORM:

  
David C. Tuckett