

HUNTSVILLE TOWN  
RESOLUTION 2024-02-01

SOLID WASTE FLOW CONTROL

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND HUNTSVILLE TOWN RELATING TO THE DELIVERY OF MUNICIPAL SOLID WASTE TO THE WEBER COUNTY TRANSFER STATION**

**WHEREAS**, Huntsville Town (hereafter "Town") is a duly incorporated municipality under the laws of Utah;

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

**WHEREAS**, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

**WHEREAS**, the Town desires to enter the attached Interlocal Agreement (hereafter "Agreement") with Weber County as forth in Exhibit "A" incorporated herein by this reference;


**WHEREAS**, the Town and Weber County hereby finds mutual benefit under this Agreement benefitting public safety;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of Huntsville Town, Utah, that the Agreement set forth in the attached "A" is incorporated herein by this reference and is approved and adopted. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

PASSED AND ADOPTED by the Town Council this 21 day of March, 2024.

  
Mayor

ATTEST:

  
Town Clerk



# EXHIBIT “A”

## **Interlocal Agreement**

**INTERLOCAL COOPERATION AGREEMENT**

by and among

HUNTSVILLE TOWN

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 Huntsville Town, which is a municipality and political subdivision of the State of Utah (“Town”), 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 Town 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 Town agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the household waste placed in curbside containers by the Town's residents and picked up by the Town or by the company that the Town contracts with to collect and dispose of curbside residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the Town or under a contract with the Town, such as curbside recycling and commercial 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 Town shall elect one of the following billing and payment options:
  - i. The County will bill the Town 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 Town's residents. The Town 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 Town'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 Town:

**Section 8. Miscellaneous Provisions.**

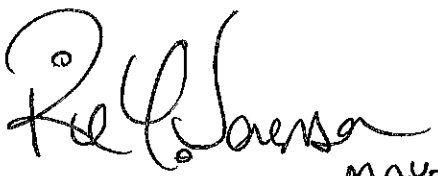
- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision 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

Interlocal Agreement—Municipal Solid Waste Disposal  
Weber County and (Huntsville Town)


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:

TOWN  
By:   
(Name) MAYOR  
(Title)

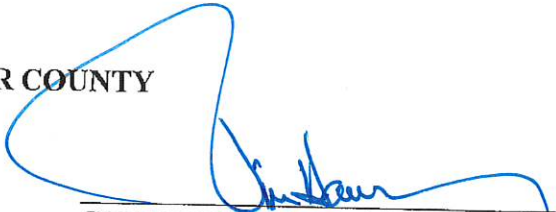
DATED: 3/23/24

Approved:   
Attorney

Interlocal Agreement—Municipal Solid Waste Disposal  
Weber County and (Huntsville Town)

**WEBER COUNTY**

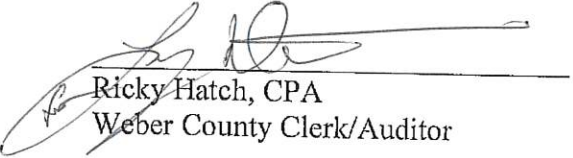
By:



~~Gage Froerer~~ Jim Harvey  
County Commission Chair

DATED: 4/09/2024

Attest:



Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: 4/09/2024

Approved:

Courtlan P. Erickson  
Deputy County Attorney

RESOLUTION NO. 25-2024

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN WEBER COUNTY AND HUNTSVILLE TOWN FOR DELIVERY OF  
RESIDENTIAL SOLID WASTE TO THE COUNTY TRANSFER STATION**

**WHEREAS**, the Utah Interlocal Cooperation Act, found in Title 11, Chapter 13 of the Utah Code, permits governmental entities to enter into agreements with one another for the purpose of jointly and cooperatively exercising their powers to benefit their citizens and make the most efficient use of their resources; and

**WHEREAS**, Weber County and Huntsville Town have negotiated an Interlocal Cooperation Agreement for the purpose of providing solid waste services to the public in an efficient, cost-effective manner;

**NOW THEREFORE**, the Board of County Commissioners of Weber County hereby resolves to enter into the proposed interlocal agreement with Huntsville Town for the purposes authorized in the agreement, and the interlocal agreement is hereby approved.

The agreement will take effect on the date specified in the agreement. The Chair of the Board of County Commissioners of Weber County is authorized and directed to execute the agreement for and on behalf of Weber County.

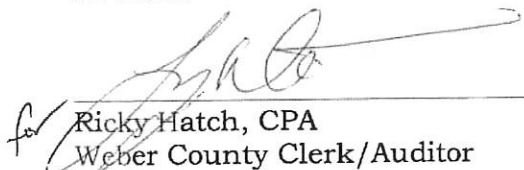
DATED this 9<sup>th</sup> day of April, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By   
James H. "Jim" Harvey, Chair

Commissioner Bolos voted Aye  
Commissioner Froerer voted Aye  
Commissioner Harvey voted Aye

ATTEST:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor