

**INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND THE
MUNICIPALITIES OF CACHE COUNTY FOR CREATION OF AN ENTITY
FOR COUNTY AND MUNICIPAL SOLID WASTE DISPOSAL**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”) is made and entered into this ____ day of _____, 2022, by and between the undersigned Public Entities as set forth on the signature pages attached hereto for the creation, management, and administration of **The Cache Waste Consortium** (the “Consortium”).

WITNESSETH:

WHEREAS, CACHE COUNTY is a political subdivision and County of the State of Utah, acting by and through its County Council, the governing body thereof (the “County”), and is vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within its jurisdiction, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without its jurisdiction; and

WHEREAS, the several Municipalities of Cache County (the “Municipalities”), acting by and through their respective Town or City Councils are likewise vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within their respective jurisdictions, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without their respective jurisdictions; and

WHEREAS, the purpose of Utah’s Interlocal Cooperation Act is “to permit local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and under forms of government organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities” and “to provide the benefit of economy

of scale . . . for the overall promotion of the general welfare of the state,” Utah Code Section 11-13-102; and

WHEREAS, the Interlocal Cooperation Act therefore expressly permits “[a]ny power, privilege, or authority exercised or capable of exercise by a [local government to] be exercised and enjoyed jointly with any other [local government] having the same power, privilege, or authority,” Utah Code Section 11-13-201; and

WHEREAS, the County and the Municipalities (the “Parties” and each individually as a “Party”) have previously entered into interlocal agreements for the management of municipal solid waste from time to time; and

WHEREAS, the County and the Municipalities desire to continue to cooperate with each other in the management of municipal solid waste by creating an interlocal entity, The Cache Waste Consortium; and,

WHEREAS, the Parties wish to establish this Interlocal Agreement for the creation, management, and administration of the Constortium for the purpose of collecting fees, contracting with solid waste collection service providers, and setting policies and regulations for the same;

NOW, THEREFORE, in consideration of the foregoing, the Parties, intending to be legally bound and having authority under the Interlocal Cooperation Act, hereby agree that it is to their mutual advantage to adopt this Interlocal Agreement for the purposes of creating, managing, and administering the Cache Waste Consortium.

NOW THEREFORE THE SIGNATORY PARTIES OF THIS AGREEMENT AGREE AS FOLLOWS:

1) PURPOSE

The purpose and intent of this Interlocal Agreement is to facilitate the creation and establishment of an interlocal entity for the purpose of solid waste collection and processing within the specified area.

2) CREATION OF ENTITY

The interlocal entity “The Cache Waste Consortium” is hereby legally created and will be duly registered with the appropriate authorities by the Parties as soon as reasonably practicable.

3) GEOGRAPHICAL AREA INCLUDED IN THE DISTRICT

The geographic area to be included in the Group created by this Interlocal Agreement is the unincorporated area of Cache County and the areas contained in the Municipalities that are party to this Interlocal Agreement (the “Service Area”).

4) TERM OF AGREEMENT

The Consortium is hereby authorized to begin to exercise its powers under this agreement and provide services at the time this agreement is executed by Cache County and all of the Municipalities except Logan City, the Town of Cornish, Lewiston City, Richmond City, and Smithfield City. This Interlocal Agreement will terminate on December 31, 2030. This Interlocal Agreement will automatically renew, with no action required from the Parties, for an additional five-year term at each expiration date.

5) GOVERNING STRUCTURE

Composition

The business and affairs of the Group will be governed by the Governing Board of the Consortium (the “Board”). The Board will be composed of the following 9 members: 2 mayors from among the mayors of Providence, Millville, Nibley, Hyrum, and Paradise; 2 mayors from among the mayors of River Heights, North Logan, Hyde Park, and Amalga; 2 mayors from among the mayors of Wellsville, Mendon, Newton, Clarkston, Trenton, and Cornish (if Cornish joins this Interlocal Agreement); 2 members of the Cache County Council, with one such member being one who represents a district north of Logan City and one such member being one who represents a district south of Logan City; and the Cache County Executive. Board members who are mayors will be appointed by majority vote of the County Executive and all the mayors whose municipalities are Parties to this Interlocal Agreement. Board members who are members of the Cache County Council will be appointed by majority vote of the Cache County Council.

Board Member Terms

The initial Board members will begin their service when they are appointed as set forth in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. Regardless of when the initial Board members are appointed, the length of the initial Board members’ terms will be measured from January 1, 2023. In order for there to be staggered terms among Board members, at its first meeting the Board will determine by lot and in accordance with the following which initial Board members will serve a 1-year term and which initial Board members will serve a 2-year term: 1 of the 2 mayors initially appointed to the Board from among the mayors of Providence, Millville, Nibley, Hyrum, and Paradise will serve a 1-year term and the other will serve a 2-year term; 1 of the 2 mayors initially appointed to the Board from among the mayors of River Heights, North Logan, Hyde Park, and Amalga will serve a 1-year term and the other will serve a 2-year term; 1 of the 2 mayors initially appointed to the Board from among the mayors of Wellsville, Mendon, Newton, Clarkston, Trenton, and Cornish will serve a 1-year term and the other will serve a 2-year term; and 1 of the 2 members of the Cache County Council initially appointed to the Board will serve a 1-year term and the other will serve a 2-year term. The Cache County Executive will serve an initial 2-year term.

A person may serve on the Board for an unlimited number of terms. After the 1- or 2-year term of the initial Board members, anyone appointed to the Board will serve a 2-year term. Upon the expiration of a Board member’s term, a replacement Board member will be appointed in the manner described in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. If a Board member leaves elected office as mayor, county executive, or county council member prior to the expiration of his or her term on the Board, the person selected to replace the Board member as mayor, county executive, or county council member will fill the remainder of that Board member’s term on the Board.

Officers

The Board’s officers shall consist of a chair and vice chair. At the Board’s first meeting of each calendar year, the members of the Board will nominate members to serve as chair and vice chair. Thereafter, by majority vote, the members of the Board will select from among those nominated a chair and vice chair for that year. The chair

of the Board will conduct meetings and sign all documents authorized by the Board. If the chair is unavailable, the vice chair of the Board may conduct meetings and sign documents authorized by the Board. Clerk duties for the Board will be provided by an executive assistant appointed by the Board.

Quorum and Voting

A quorum of the Board will consist of not less than one half of the total members of the Board. Board members participating in a Board meeting electronically will count toward a quorum and deemed present at the meeting. If less than a majority of the members is present at a meeting of the Board, a majority of members present must adjourn the meeting until a quorum is present. Action of the Board requires a vote by a majority of Board members, not merely the vote of a majority of a quorum. No Board member may vote or otherwise act by proxy at any meeting of the Board.

Meetings

The Board will hold meetings as necessary but must hold no fewer than two meetings per year. Board meetings will be open to the public to the extent required by Utah law governing open and public meetings.

Parliamentary Procedure

The current edition of Robert's Rules of Order will govern proceedings of the Board, subject to exceptions or special rules adopted by the Board.

6) POWERS OF THE CONSORTIUM

The Consortium is empowered to exercise, through its Board, the powers delegated to it by the Parties. Subject to Section 21 below, and with the terms in this Section 6 having the meanings given to them in Utah's Solid Waste Management Act, the Parties agree and delegate to the Consortium the authority to do the following:

- (1) Supervise and regulate the collection, transportation, and disposition of solid waste generated within the jurisdiction of each Party;
- (2) Provide a solid waste management facility to adequately handle solid waste generated or existing within or without the jurisdiction of each Party;
- (3) Assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdiction;

- (4) Enter into a short- or long-term agreement to provide for or operate a solid waste management facility with another public entity; a public agency, as defined in Utah Code section 11-13-103; a private person; or a combination of public entities, public agencies, and private persons;
- (5) Levy and collect a fee or charge or require a license as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and/or improvement of a solid waste management facility, including licensing a private collector operating within its jurisdiction;
- (6) Require that solid waste generated within its jurisdiction be delivered to a solid waste management facility;
- (7) Control the right to collect, transport, and dispose of solid waste generated within its jurisdiction;
- (8) Agree that, according to Utah Code section 19-6-505, the exclusive right to collect, transport, and dispose of solid waste within its jurisdiction may be assumed by:
 - a. another public entity;
 - b. a private person; or
 - c. a combination of persons;
- (9) Accept and disburse funds derived from a federal or state grant, a private source, or money that may be appropriated by the Legislature for the acquisition, construction, ownership, operation, maintenance, and improvement of a solid waste management facility;
- (10) Contract for the lease or purchase of land, a facility, or a vehicle for the operation of a solid waste management facility;
- (11) Establish one or more policies for the operation of a solid waste management facility, including:
 - a. hours of operation;
 - b. character and kind of wastes accepted at a disposal site;
 - c. any other policy necessary for the safety of the operating personnel;
- (12) Sell or contract for the sale, according to a short or long-term agreement, of usable material, energy, fuel, or heat separated, extracted, recycled, or

recovered from solid waste in a solid waste management facility, on terms in its best interest;

- (13) Pledge, assign, or otherwise convey as security for the payment of bonds, revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;
- (14) Issue a bond according to Title 11, Chapter 14, Local Government Bonding Act;
- (15) Issue industrial development revenue bonds according to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing a project consisting of a solid waste management facility on behalf of an entity that constitutes the users of a solid waste management facility project within the meaning of Section 11-17-2;
- (16) Agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project manages the solid waste of a public entity or private person, according to one or more contracts and other arrangements provided for in a proceeding according to which a bond is issued; and
- (17) Issue a bond to pay the cost of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings according to which the bonds are issued.

7) REGULATIONS AND POLICIES

The Board is empowered to create such regulations and policies as are necessary in the discharge of its purpose, operations, powers, and authority as set forth above. Policies and regulations shall be adopted or repealed as necessary during the regular meetings of the Board. Such regulations and policies duly adopted will be binding on Consortium activities, the provision of waste collection services, and relations with contractors, employees, and the public.

8) BUDGETS

The fiscal period for the Consortium will be an annual period beginning on January 1 of each year and ending December 31 of the same calendar year. The Board must review, approve, and adopt the Consortium's annual budget for the upcoming year

no later than December 31 of each year. During the budget year, the Board may amend the budget in any regular meeting or in any special meeting called for that purpose.

9) NOTICE

Any notices or other documents permitted or required to be delivered to the Parties pursuant to this Interlocal Agreement must be delivered to the County at the office of the County Executive and to the other Parties at the offices of their respective City or Town Mayors.

10) TERMINATION

If the Consortium contracts with another entity (a “Third Party Provider”) to provide solid waste collection, transportation, and/or disposition services within the Service Area, no Party may terminate its obligations under or participation in this Interlocal Agreement prior to the expiration or renewal of the contract with the Third Party Provider. If a Party intends to terminate its obligations under and participation in this Interlocal Agreement at the expiration or renewal of a contract with a Third Party Provider, the Party must deliver written notice to the other Parties at least 12 months prior to the expiration or renewal of the contract with the Third Party Provider. If there is no active contract with a Third Party Provider, any Party may terminate its obligations under and participation in this Interlocal Agreement, with or without cause, by delivering written notice of termination to the other Parties at least 180 days prior to the termination date. Termination by one party will not affect the validity of this Interlocal Agreement as to the remaining parties. If a Party that withdraws from this Interlocal Agreement has a representative serving on the Board at the time of withdrawal, that representative will be deemed to have resigned from the Board at the time of withdrawal, and a new Board member from another Party will be appointed to fill out the remainder of the resigned Board member’s term.

11) SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the agreement will not be affected thereby and all other parts of this agreement will nevertheless be in full force and effect.

12) PRIOR AGREEMENTS

This Interlocal Agreement is the entire agreement between the parties. It supersedes all previous oral and written presentations, understandings, and agreements between the Parties respecting the subject matter of this Interlocal Agreement.

13) ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof may be made unless unanimously approved by the Parties.

14) AMENDMENT

This Interlocal Agreement may be amended only by a writing duly executed by all of the Parties under the procedure outlined in Section 23 of this Interlocal Agreement.

15) CONSTRUCTION

This Interlocal Agreement will be governed by and construed in accordance with the laws of the State of Utah.

16) BOOKS AND RECORDS

The Parties shall have reasonable access to the books, records, and accounts of the Consortium, for the purpose of fulfilling any of their obligations under this Agreement. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code section 11-13-209.

17) FILING

This Interlocal Agreement and any subsequent amendments hereto will be filed by Cache County with the Cache County Clerk and by the other Parties with their respective City or Town Clerks.

18) INDEMNIFICATION

Each Party agrees to indemnify and hold the other Parties harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, and judgments, including attorney's fees and costs, to the extent that such are caused by or arise out of or relate to its own work, errors, omissions, and/or operations. The Parties agree that by execution of this Interlocal Agreement none of them will be deemed to have waived their statutory defenses of sovereign immunity nor increased their limits of liability as provided for under Utah law.

19) RESERVATION OF RIGHTS

Nothing in this Interlocal Agreement will be deemed or interpreted to prohibit, preclude, or otherwise pre-empt the Parties' rights or abilities to take any lawfully available actions to provide funding or other support for the Consortium.

20) DEFAULT

If a Party breaches the terms of this Agreement, the Board may provide written notice of the default, in accordance with the Notice requirements described above. If the breaching Party does not cure the default within 30 days from the date the notice is sent, the Consortium may terminate this Agreement as to the breaching Party and recover all costs and damages resulting from the breach of this Agreement. Any outstanding funds owed to the breaching Party may be used to offset the damages and costs incurred by the Consortium. The right to offset is not intended to limit the Consortium's right to any other remedy available in law or equity.

Failure of the Consortium to exercise its rights in the event of any breach by a Party will not constitute a waiver of such rights. Nothing in this Interlocal Agreement may be construed to create a cause of action for consequential damages for delay.

21) DEBT AND PROPERTY OWNERSHIP

Until January 1, 2028, the Consortium is not authorized to acquire real or personal property or to incur debt, except that the Board may authorize the purchase of a reasonable amount of office supplies and related items as may be necessary to conduct the day-to-day business of the Consortium. After December 31, 2027, the Consortium is authorized incur debt and to acquire real and personal property in its own name pursuant to Section 6 above. The Consortium's acquisition of property is not a joint acquisition of property by the Parties to this Interlocal Agreement. No real or personal property will be acquired jointly by the Parties because of this Interlocal Agreement.

22) APPROVAL

Each respective Party's participation in this Interlocal Agreement is conditioned upon the approval and execution of this agreement by the Party pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the

Parties are required by the Interlocal Cooperation Act. In accordance with Utah Code section 11-13-202.5(3), this Interlocal Agreement must be submitted to the attorney authorized to represent each respective Party for review as to proper form and compliance with applicable law before this Interlocal Agreement may take effect.

IN WITNESS WHEREOF, each party has executed this agreement on the respective signature page of that Party as of the date specified in the signature block.

CACHE COUNTY

Cache County Executive, David Zook

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF AMALGA

Mayor, David Wood

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF CLARKSTON

Mayor, Craig Hidalgo

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF CORNISH

Mayor, Matt Leak

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF HYDE PARK

Mayor, Bryan Cox

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF HYRUM

Mayor, Stephanie Miller

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF MENDON

Mayor, Ed Buist

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF MILLVILLE

Mayor, David Hair

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF NEWTON

Mayor, Mike Benson

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF NIBLEY

Mayor, Larry Jacobsen

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF NORTH LOGAN

Mayor, Lyndsay Peterson

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF PARADISE

Mayor, Vic Little

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF PROVIDENCE

Mayor, Kathleen Willardson Alder

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF RIVER HEIGHTS

Mayor, Jason E Thompson

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF TRENTON

Mayor, Lynn G. Payne

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF WELLSVILLE

Mayor, Thomas Bailey

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date