CITY OF LOGAN, UTAH
RESOLUTION 15-12

A RESOLUTION AUTHORIZING THE CITY OF LOGAN MAYOR TO EXECUTE AN AGREEMENT TERMINATING AND DISSOLVING THE NORTHERN UTAH REGIONAL LANDFILL AUTHORITY, A UTAH INTERLOCAL ENTITY

WHEREAS, members of the Northern Utah Regional Landfill Authority have recently joined with three additional public entities to form a new interlocal entity called the Northern Utah Environmental Resource Agency ("NUERA");

WHEREAS, the continued existence of the Northern Utah Regional Landfill Authority is now no longer useful or necessary;

WHEREAS, the Council desires to give authority to the Mayor to execute an agreement terminating and dissolving the Northern Utah Regional Landfill Authority.

NOW, THEREFORE, BE IT FOUND, ORDERED AND RESOLVED BY THE LOGAN CITY COUNCIL as follows:

1. **Approval to Enter Into an Agreement to Terminate and Dissolve**. The City Council hereby authorizes the Mayor to execute the Agreement to terminate and dissolve the Northern Utah Regional Landfill Authority, attached as Exhibit A, or an agreement that is substantially similar to Exhibit A.

2. **Effective Date**. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____day of **April 2015**.

City of Logan Council Chair

By: _____
Jeannie F. Simmonds

ATTEST:

_____
Teresa Harris, City Recorder

AGREEMENT TO TERMINATE AND DISSOLVE
THE NORTHERN UTAH REGIONAL LANDFILL AUTHORITY

THIS AGREEMENT is entered into as of this _____ day of _____, 2015, by and among **(A) Weber County** ("Weber"), **(B) The City of Logan** ("Logan"), and **(C) Wasatch Integrated Waste Management District** ("Wasatch"), each of which are Utah political subdivisions and "public entities" as defined by the Utah Interlocal Cooperation Act, Title 11, Chapter 13, UCA (collectively, the "Members"), to terminate and dissolve the Northern Utah Regional Landfill Authority (the "Authority").

WHEREAS the Members formed the Authority to explore the feasibility of siting a regional landfill and other solid waste management facilities that would be in their individual and collective best interests;

WHEREAS the Members, however, recently joined with three additional public entities to form a new interlocal entity called the Northern Utah Environmental Resource Agency ("NUERA"), the purposes of which completely eclipse, but which are also broader than, the purposes for which the Authority was created;

WHEREAS the Authority has no facilities that it owns or operates, the Authority has no bonds, notes, or other obligations outstanding, and the Members desire to terminate and dissolve the Authority;

WHEREAS pursuant to the Amended and Restated Agreement to Create the Northern Utah Regional Landfill Authority (the "Amended Agreement"), the Members may unanimously agree to terminate and dissolve the Authority;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed among the Members as follows:

1. Termination and Dissolution of the Authority.

The Members agree to terminate and dissolve the Authority. Prior to filing the documents necessary to effect termination and dissolution, funds held by the Authority in bank accounts or any other account shall be distributed to the Members in equal portions. This distribution shall occur as soon as it can reasonably be accomplished. The Authority has no other assets.

The Authority shall also cancel its policy with Utah Local Governments Trust; provided that the Authority shall ensure it has coverage for conduct or acts occurring during the existence of the Authority and only ceasing coverage for alleged conduct or acts occurring after the termination and dissolution of the Authority.

2. **Effective Date.**

This Agreement shall become effective once a copy is filed with the lieutenant governor, copies have been filed with the keeper of records for each of the public agencies that are Members of the Authority, and a copy is filed with the secretary/treasurer of the Authority. Each Member shall notify the other Members when the Agreement has been filed with their keeper of records.

3. **Approval.**

   a. The governing body of each Member shall submit this Agreement to the attorney(s) authorized to represent the Member for review as to proper form and compliance with applicable law in accordance with UCA § 11-13-202.5(3). Said attorneys shall sign the Agreement indicating that this requirement has been met.

   b. The governing body of each Member shall formally approve of this agreement by a resolution or ordinance which satisfies the requirements of UCA § 11-13-202.5(2), and shall provide a certified copy of the resolution or ordinance to the secretary/treasurer of the Authority.

   c. No later than 30 days of the date of this Agreement, the governing body of each Member shall jointly file a written notice of the Agreement with the lieutenant governor, accompanied by a copy of this Agreement, and any other documents required by Utah law.

4. **Governing Law & Disputes.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah. Any dispute arising hereunder must be brought in the First Judicial District Court in and for Cache County or the Second Judicial District Court in and for Weber, Davis, or Morgan County, State of Utah. The prevailing party in any action arising hereunder may recover its court costs, including its reasonable attorney fees.

5. **Survival Clause.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms and provisions hereof shall not be affected thereby.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and the counterparts when assembled together shall constitute but one agreement.

In Witness Whereof *the parties have executed this Agreement the day and year first written above.*

City of Logan

Attest:

_____ _____
Mayor Date

_____

Approved:

_____
City Attorney

Wasatch Integrated Waste Management District

Attest:

_____ _____
Executive Director Date

_____
Secretary

Approved:

_____
Attorney for Wasatch Integrated

Weber County

Attest:

_____ _____
Commission Chair Date

_____
County Recorder

Approved:

_____
County Attorney