

**MIDVALE CITY, UTAH
RESOLUTION NO. No. 2021-R-10**

**A RESOLUTION APPROVING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH MOMENTUM RECYCLING TO PERFORM CURBSIDE GLASS
RECYCLING PICK-UP WITHIN MIDVALE CITY**

WHEREAS, Midvale City (Midvale) strives to be a steward of the environment; and

WHEREAS, Midvale currently offers a residential glass drop-off recycling program; and

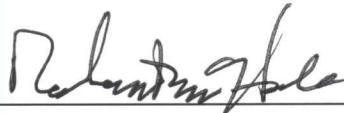
WHEREAS, Midvale desires to expand glass recycling opportunity and options through a residential curbside glass collection program for its residents; and

WHEREAS, Momentum Recycling has requested through application to be allowed to operate a curbside glass program within Midvale; and

WHEREAS, Momentum has the ability and meets all criteria to conduct and operate a curbside glass recycling collection service.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution, authorizing the Mayor to enter into an agreement with Momentum Recycling to operate a curbside glass recycling program within Midvale City.

APPROVED AND ADOPTED this 16th day of March 2021.



Robert M. Hale, Mayor

ATTEST:



Rori L. Andreason,
City Recorder



Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recycling Collection Services Agreement

This Agreement to provide recycling collection services is entered into on 5/19, 2021, by Midvale City, a Utah municipal corporation, and Momentum Recycling LLC ("Authorized Entity"). Authorized Entity received authorization from the Midvale City Council to perform recycling collection services in Midvale on March 16, 2021.

1. Scope of Authorization.

Authorized Entity is authorized to collect refuse within Midvale's municipal boundaries subject to information submitted in the Application, City Council's approving Resolution, Midvale Municipal Code 8.08.080(D), and the terms of this Agreement. This authorization is not exclusive and does not prohibit Midvale or another authorized entity from collecting refuse. Authorized Entity is solely responsible for finding and servicing its own customers. Authorized Entity's Application has been attached as Attachment A. The City Council's Resolution approving the Application has been attached as Attachment B.

2. Term.

- A. **Expiration.** This Agreement will expire at the end of the term of the authorization provided by the City Council in the Resolution. In the event that the City Council did not provide a term of its authorization in the Resolution, the Agreement will expire five years from the date of the City Council's authorization.
- B. **Early Termination.** Authorized Entity may terminate this Agreement and its authorization provided in the Resolution by providing signed, written notice to Midvale.

3. Application.

- A. **Correctness.** Authorized Entity warrants that the information provided in its application to Midvale is correct. The content of the Application is binding on the Authorized Entity. Authorized Entity has the duty to keep the information contained in the Application up to date throughout the term of this Agreement. From time to time, Midvale may request to confirm the information. Authorized Entity must provide the information within four business days of a request.
- B. **Modification.** Authorized Entity may not modify the specified refuse to be collected and recycled by the Authorized Entity in the Application. Modification to other information in the Application may be denied by the City for cause.

4. City Ordinance.

- A. **Requirements.** Authorized Entity warrants that it has read and understands the requirements of Midvale Municipal Code 8.08.080(D). Authorized Entity agrees

to follow Midvale Municipal Code 8.080(D) throughout the term of the Agreement. Midvale may amend Midvale Municipal Code 8.08.080(D) during the term of the Agreement. Authorized Entity may provide its feedback to the City Council prior to adoption of any amendment of Midvale Municipal Code 8.08.080(D). Authorized Entity will be expected to comply with any amendments upon the effective date of the amendment.

- B. Inspections.** Authorized Entity understands that Midvale may make reasonable inspections to verify Authorized Entity's compliance with Midvale Municipal Code 8.08.080(D).
 - C. Violations.** Authorized Entity understands that Midvale may review, suspend, or revoke Authorized Entity's authorization to provide recycling collection services under Midvale Municipal Code 8.08.080(D)(5).
 - D. Due Process.** Authorized Entity recognizes that the City Council's enactment of Midvale Municipal Code 8.08.080(D) has not created a property right for the Authorized Entity to provide recycling collection services in Midvale. The City Council retains the right to repeal Midvale Municipal Code 8.08.080(D) at its sole discretion. Midvale's enforcement decisions are also considered final, and Authorized Entity has no right to appeal the decision.
5. **Relationship of Parties.** Authorized Entity has no legal relationship with Midvale City. The Authorized Entity is not an independent contractor or agent of Midvale.
6. **Liability.** Authorized Entity is solely liable for all damage, liabilities, and claims (including legal fees) arising from Authorized Entity's recycling collection services and the acts of its officers, employees, and agents.
7. **Indemnification.** With its understanding under Section 6 of the Agreement, Authorized Entity agrees to indemnify, defend, and hold harmless Midvale City and its officials, officers, employees, volunteers and agents against all damages, liabilities, and claims (including legal fees) arising from Authorized Entity's performance under this Agreement and Authorized Entity or its subcontractor's negligence, recklessness, or intentional misconduct.
8. **Notice.** Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City

Midvale City
Attn: Public Works Director
8196 South Main Street
Midvale, UT 84047

Authorized Entity

Name: Momentum Recycling
Attn: John Lair
Address: 658 S 4050 W
City, State ZIP: Salt Lake City, UT 84104

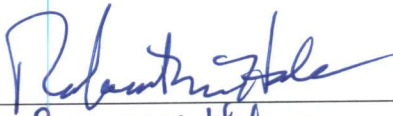
The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

9. **Assignment and Delegation.** Authorized Entity may not assign or delegate any part of this Agreement without the City's prior written consent. The City may withhold its consent for any reason.
10. **Subcontractors.**
 - A. **Prior Consent.** If Authorized Entity subcontracts with any party for performance under this Agreement, it must first receive prior written consent from the City. The City may not withhold its consent unreasonably.
 - B. **Responsibility.** Authorized Entity is responsible for the acts or omissions of any of its subcontractors in the performance of this Agreement. Any subcontractor retained by Authorized Entity to perform work under this Agreement is subject to the requirements of this Agreement.
11. **Modification.** The Parties may modify this Agreement with prior written consent by both Parties. Any other modification is prohibited and invalid.
12. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.
13. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.
14. **Governing Law and Venue.** This Agreement is governed, construed, and interpreted under the laws of the State of Utah. Any suit arising from this Agreement must be brought within the appropriate court in Salt Lake County, Utah.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements between the Parties.


Signature Page to Follow

Midvale City and Authorized Entity have read and understand the terms of Recycling Collection Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY



_____, Mayor

ATTEST:


_____, City Recorder



AUTHORIZED ENTITY



By: Jason Utgaard

Its: General Manager
