

**INTERLOCAL AGREEMENT
FOR SOLID WASTE DISPOSAL**

THIS AGREEMENT, entered into by and between TOOELE COUNTY ("County"), a Utah political subdivision, and TOOELE CITY CORPORATION ("City"), a Utah municipal corporation and charter city (individually and collectively a "Party" and the "Parties"), as of July 1, 2018 (the "Effective Date").

RECITALS

WHEREAS, the County owns and operates a solid waste landfill and transfer station ("Landfill"); and,

WHEREAS, the City operates a refuse collection utility program and contracts with a private hauler ("Contractor") to collect refuse ("Refuse") from the City's residential utility customers ("City Customers"); and,

WHEREAS, the County entered into an agreement with ClearSky Environmental, Inc., a Wyoming corporation, to construct and operate a waste processing facility, to which facility the County has agreed to deliver no less than 35,000 tons of refuse per year, the majority of which refuse originates from City Customers; and,

WHEREAS, the Parties desire to establish the terms under which the County will accept the Refuse at the Landfill:

NOW, THEREFORE, in exchange for the mutual promises described herein, the County and the City hereby agree as follows:

SECTION 1. REFUSE. The County agrees to receive at the Landfill all Refuse collected by the Contractor from City Customers.

SECTION 2. TIPPING FEE. The County agrees to charge, and the City agrees to pay, a tipping fee of no more than \$36.00 per ton for Refuse delivered by the Contractor. On January 1, 2019, the tipping fee will increase to \$37.00 per ton and will increase on January 1st of each year by \$1.00 per ton. Payments shall be made by the City promptly upon verifiable County invoice.

SECTION 3. TERM. This Interlocal Agreement shall have a term of three (3) years, expiring automatically on June 30, 2021. The Parties may thereafter enter into a new agreement if they choose.

SECTION 4. TERMINATION.

(a) Either party may terminate this Agreement for good cause or upon a default by the other Party not cured after 60 days' written notice.

(b) A default event includes an attempt to raise the tipping fee or a failure to pay the tipping fee.

(c) Either party may terminate this Agreement without cause upon 180 days' written notice.

SECTION 5. NOTICES.

(a) All notices provided under this Agreement shall be given by regular U.S. mail, certified U.S. mail, or personal delivery to:

COUNTY:
Board of County Commissioners
47 South Main
Tooele, UT 84074

(with copy to County Attorney)

CITY:
Tooele City Mayor
90 North Main
Tooele, Utah 84074

(with copy to City Attorney)

SECTION 6. INDEMNIFICATION. The Parties shall each indemnify, release, and hold each other harmless from and against any suit, claim, or liability resulting from, or otherwise arising out of, the subject matter of this Agreement. This obligation shall survive termination.

SECTION 7. WAIVER OF JURY TRIAL. The Parties expressly waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

SECTION 8. NO WAIVER. The failure by a Party to insist upon the strict performance of any obligation of this Agreement, or to exercise any right or remedy consequent upon a failure to perform thereof, shall not constitute a waiver of any such failure to perform.

SECTION 9. AUTHORITY. The individuals executing this Agreement represent and warrant that they possess the legal authority to execute this Agreement pursuant to its terms, such authority being granted and evidenced by duly adopted Resolutions of each Party.

SECTION 10. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended for the benefit of any party except for the named Parties.

SECTION 11. ATTORNEYS' FEES. If any formal legal proceeding is brought by any Party to enforce this Agreement, the prevailing Party shall be entitled to recover its related costs and reasonable attorneys' fees.

SECTION 12. ENTIRE AGREEMENT. This Agreement constitutes the final expression of

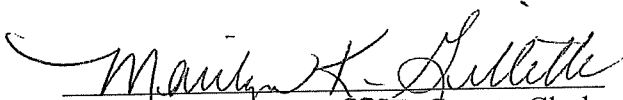
the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby.

SECTION 13. EXECUTION. The Parties shall execute two (2) originals of this Agreement, in accordance with the requirements of applicable state law, with one original being delivered to each of the Parties.

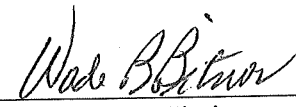
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ATTEST:

COUNTY:



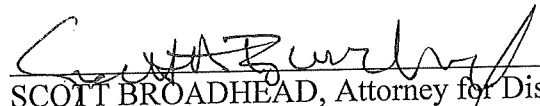
MARILYN K. GILLESPIE, County Clerk



WADE BITNER, Chair
Board of County Commissioners



APPROVED AS TO FORM:



SCOTT BROADHEAD, Attorney for District and County

ATTEST:

CITY:

MICHELLE Y. PITT, City Recorder

DEBRA E. WINN, Mayor

(S E A L)

APPROVED AS TO FORM:

ROGER EVANS BAKER, City Attorney