



**Tooele County Council
Agenda Item Summary**

#4

Department Making Request:

Meeting Date:

Attorney

Nov 23, 2021

Item Title:

Agreement with Jayson Whittle DBA Total Recovery for Disposal of Refrigerant

Summary:

This is an agreement regarding the disposal of refrigerant removed from appliances at the Tooele County Solid Waste facility. Term is Dec 1, 2021, till Dec 31, 2023. Cost will be \$12 per item from which refrigerant is removed.

**AGREEMENT BETWEEN TOOELE COUNTY AND JAYSON WHITTLE DBA TOTAL RECOVERY
FOR DISPOSAL OF REFRIGERANT**

AGREEMENT dated this 1st day of December, 2021, by and between Tooele County ("County") and Jayson Whittle dba Total Recovery ("Contractor") regarding the disposal of refrigerant removed from appliances at the Tooele County Solid Waste facility.

1. County's Duties. County shall:
 - (a) Accept and stockpile items such as refrigerators and freezers that contain refrigerant;
 - (b) Notify Contractor when at least 25 such items are stockpiled; and
 - (c) Pay Contractor within 30 days of receipt of invoice from Contractor.

2. Contractor's Duties. Contractor shall:
 - (a) Upon notification from County that at least 25 items have been stockpiled, travel within a reasonable time to the Tooele County Solid Waste facility to remove the refrigerant from the stockpiled items;
 - (b) Remove refrigerant from each stockpiled item in compliance with all federal, state and local laws and regulations;
 - (c) Apply a numbered sticker to each item from which Contractor removes refrigerant;
 - (d) Complete and maintain all required federal, state and local required documentation, and provide such documentation to County upon request;
 - (e) Dispose of or recycle the refrigerant in compliance with all federal, state and local laws and regulations; and
 - (f) Invoice County \$12 per item from which refrigerant is removed (with no charge for items from which mixed refrigerant is removed).

3. Initial Term and Subsequent Terms. The initial term of this Agreement shall begin on December 1, 2021 and shall terminate on December 31, 2023. This Agreement may be extended by the parties in writing for up to two additional two-year periods. Either party may terminate this Agreement for any reason upon 60 days' written notice to the other party.

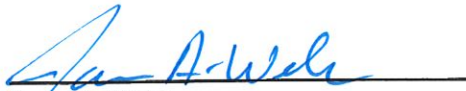
4. Independent Contractor. Contractor is an independent contractor. Contractor has no authority to enter obligations on behalf of County. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties.

5. Insurance and Indemnification. Contractor's equipment and property is not insured by County for either damage or loss, and County assumes no liability for any such loss. Contractor shall indemnify and hold County harmless from and against all liability arising out of or related to Contractor's duties, whether negligent or intentional.

6. **Modifications.** This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.
7. **Entire Agreement.** This document constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.
8. **Severability.** The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
9. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.
10. **Non-assignability.** This Agreement is not assignable.
11. **Cost of Default.** In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

TOOELE COUNTY:

JAYSON WHITTLE dba TOTAL RECOVERY:



James A. Welch
Tooele County Manager



Jayson Whittle
Owner/Registered Agent

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney