

**INTERLOCAL AGREEMENT WITH TOOELE CITY
FOR SOLID WASTE DISPOSAL
(Replaces County Contracts 18-11-01 and 21-06-15)**

AGREEMENT FOR COOPERATIVE ACTION dated this 1st day of July, 2022, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and TOOELE CITY, a political subdivision of the State of Utah ("City").
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WHEREAS, Utah Code Title 11 Chapter 13 allows two or more public entities to enter into an agreement for joint or cooperative action; and

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

WHEREAS, City operates a refuse collection program and contracts with a private hauler ("contractor") to collect refuse from City's residential and business customers; and

WHEREAS, the parties desire to establish the terms under which County will accept city's refuse at the landfill;

NOW THEREFORE, the parties mutually agree as follows:

1. **NO SEPARATE INTERLOCAL ENTITY.** This Agreement does not create a separate interlocal entity.
2. **ACCEPTANCE OF REFUSE.** County agrees to receive at the landfill all refuse collected by contractor from City's customers.
3. **TIPPING FEES.** County agrees to charge, and City agrees to pay, a tipping fee in the amount of \$40 per ton for refuse delivered to the landfill by contractor. Each January 1, beginning January 1, 2023, County may increase the tipping fee by no more than \$1.50 per ton. Payments shall be made by City promptly upon receipt of invoice from County.
4. **TERM.** This Agreement shall expire on June 30, 2032.
5. **EARLY TERMINATION.** Either party may terminate this Agreement for cause upon a default by the other party not cured within 60 days after written notice. Either party may terminate this Agreement without cause upon 180 days' written notice.
6. **NOTICES.** Notices provided under this Agreement may be given by first-class mail, or via email, or via personal delivery to:

COUNTY:

Tooele County Manager
47 South Main Street
Tooele, UT 84074
(with copy to solid waste director and county attorney)

CITY:

Tooele City Mayor
90 North Main Street
Tooele, Utah 84074
(with copy to city attorney)

7. INDEMNIFICATION. The parties shall indemnify, release, and hold each other harmless from and against any suits, claims, liabilities or causes of action arising out of the subject matter of this Agreement. This indemnification provision shall survive the termination of this Agreement. The parties are governmental entities under the Utah Governmental Immunity Act. Neither party waives any defenses or liability limits available under that Act.

8. NO WAIVER. The failure by a party to insist upon the strict performance of any obligation required by this Agreement shall not constitute a waiver of any such failure to perform.

9. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended for the benefit of any party except for the named parties. There are no third-party beneficiaries to this Agreement.

10. WAIVER OF JURY TRIAL. The parties expressly waive any the right to trial by jury in any legal proceeding arising out of this Agreement.

11. COSTS AND ATTORNEYS' FEES. If a legal proceeding is brought by either party to enforce this Agreement, the prevailing party shall be entitled to recover its related costs and reasonable attorneys' fees.

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. This Agreement expressly replaces County Contracts 18-11-01 and 21-06-05.

13. MODIFICATION. Any modification to this Agreement shall be made in writing and approved by the parties' respective legislative bodies.

14. SEVERABILITY. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

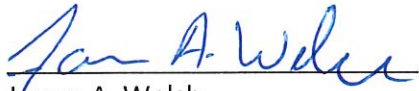
15. FORCE MAJEURE. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

16. SUCCESSORS AND ASSIGNS. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

17. AUTHORITY. The individuals executing this Agreement represent and warrant that they possess the legal authority to execute this Agreement, such authority being granted and evidenced by duly adopted resolutions of each party's legislative body.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 1st day of July, 2022.

TOOELE COUNTY:



James A. Welch
Tooele County Manager

TOOELE CITY:



Debbie Winn
Mayor

APPROVED AS TO FORM:



Colin Winchester
Deputy Tooele County Attorney

APPROVED AS TO FORM:



Roger Baker
Tooele City Attorney

ATTEST:



Tracy Shaw
Tooele County Clerk

ATTEST:



Michelle Pitt
Tooele City Recorder

