

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2012, by and between COUNTY and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, COUNTY is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within COUNTY.

WHEREAS, the CITY is willing to allow COUNTY use of its landfill facilities during normal published operating times which currently are seven (7) days a week between the hours of 8:00 A.M. and 5:30 P.M. during the period of March through November and six (6) days a week between the hours of 8:00 A.M. and 5:30 P.M. Monday through Saturday during the period of December through February.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by COUNTY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That COUNTY agrees to pay the CITY for the use of said landfill facilities at the rate of of \$17.14 per ton plus a five percent (5%) franchise fee for a total rate of \$18.00 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.17 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.28 per cubic yard of non-compacted solid waste and \$5.71 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.00 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold COUNTY liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of COUNTY can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2012, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to COUNTY.

7. COUNTY waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, COUNTY shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of COUNTY, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify COUNTY in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that COUNTY may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2012.

COUNTY

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

APPROVED AS TO FORM:

Billings City Attorney