

**MEMORANDUM OF UNDERSTANDING REGARDING
SOLID WASTE DISPOSAL AT CAM-PLEX MULTI-EVENT FACILITIES**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 5th day of August, 2016 by and between the Campbell County Public Land Board, hereinafter referred to as "CCPLB" whose address is 1635 Reata Drive, Gillette, Wyoming 82718 and the City of Gillette, a Wyoming municipality of the First Class, hereinafter referred to as "CITY" and whose address is P.O. Box 3003, Gillette, Wyoming 82717. CCPLB and CITY are collectively referred to as "the PARTIES".

I. PURPOSE

This Memorandum of Understanding (MOU) shall outline the terms of the understanding between the parties with regard to the collection, storage, transportation, removal and disposal of certain types of solid waste generated at or by the CAM-PLEX Multi-Event Facilities (hereinafter "CAM-PLEX") and its associated facilities. Currently, there are approximately one hundred and forty-eight (148) dumpsters located at CAM-PLEX that are used for its various events, activities and facilities. Those dumpsters vary in size from 2 ½ cubic yard dumpsters and 3 cubic yard dumpsters. This MOU memorializes the specific terms, compensation, and other duties and obligations of the PARTIES for effective solid waste disposal from the CAM-PLEX.

II. TERM

The term of this Agreement is for one (1) year, commencing upon the signing by both parties. The Agreement shall automatically renew each year for an additional one (1) year period unless either party gives the other party written notice of termination of the Agreement thirty (30) days prior to the anniversary date of the Agreement.

III. COMPENSATION

1. The CCPLB shall pay to the CITY the sum of one thousand, nine hundred ten dollars (\$1,910.00) per month for the placement, location, pickup, emptying, and disposal of thirty (30) solid waste dumpsters at the CAM-PLEX.

2. Each additional dumpster, above the total number of thirty (30), placed into service at the request of the CCPLB, shall cost an additional sixteen dollars and seventy-five cents (\$16.75) per week for each week.

3. Every third (3rd) year this Agreement is effect, the parties shall meet to negotiate any required price changes affecting the terms and conditions of this Agreement. The PARTIES

anticipate that the costs of future services may increase due to changes in fuel prices, changes in Campbell County Landfill “tipping fees”, and other costs of operations. Both parties shall strive to keep all anticipated future cost increases to a minimum.

IV. OPERATIONS, PICKUP DAYS, OBLIGATIONS OF THE PARTIES

1. Any dumpster shall be considered “full” and subject to emptying and disposal if the dumpster contains sufficient solid waste to fill approximately one half (1/2) of the internal volume of the dumpster.

2. The designated day for solid waste pickup and disposal at the CAM-PLEX shall be Tuesday. In the event of a legal holiday, weather emergency, or other event that would delay or prohibit the pickup and disposal of solid waste, the following Wednesday shall be the pickup day. If any event would interfere with such a pickup schedule, such as a blizzard or other weather event, the CITY shall pickup and dispose of the CAM-PLEX solid waste as soon as possible upon the end of the weather event or other emergency.

3. CCPLB may arrange for additional pickup times and days by contacting the CITY’s Public Works Director, or his designee, at least forty-eight (48) hours prior to requiring the additional pickup and disposal services.

4. The CITY shall provide, maintain and transport all dumpsters to CAM-PLEX property. Placement of dumpsters within CAM-PLEX for events, or otherwise, shall be the responsibility of CAM-PLEX.

5. This MOU is with regard to the disposal of eligible solid waste of or at the CAM-PLEX. The PARTIES agree that the following is not eligible for the CITY to dispose of and are outside the scope and requirements of this Agreement: dead animals, manure, animal by-products, yard waste, lawn clippings, sod, dirt, gravel, rocks, concrete, tires, batteries, chemicals, motor oil, waste oil, electronics, or any other items which are prohibited to be disposed of at the Campbell County Landfill by order of the Campbell County Commissioners, County Ordinance, State Statute or Federal Law. The CITY retains the right to refuse to pick up and dispose of the contents of any dumpster that contains these items. Upon the rejection of any dumpster, due to its contents, the CITY shall immediately notify the CCPLB representative so that corrective action may occur.

V. TERMINATION

Either party may terminate this Agreement by providing written notice of termination of the Agreement thirty (30) days prior to the anniversary date of the Agreement.

VI. MISCELLANEOUS PROVISIONS

The CCPLB and CITY further agree as follows:

1. The CCPLB shall designate a representative of the CCPLB to discuss any operational concerns arising from the operation of this Agreement. The Public Works Director, or his or her representative shall be the representative of the CITY with regard to any discussions concerning the operations of this Agreement.
2. The PARTIES agree to abide by mutually acceptable procedures and protocols with regard to the disposal of solid waste and agree to abide by all local ordinances and State laws with regard to the handling, transportation, and disposal of solid waste generated at or by the CAM-PLEX.
3. This Agreement is intended to supersede any previous written or oral Agreements regarding the CITY's collection of solid waste at the CAM-PLEX.
4. This Agreement, consists of ~~three~~ (3) pages, shall constitute the full Agreement between the PARTIES and any amendments, alterations or modifications hereof shall be in writing and signed by the PARTIES' named representatives.
5. Should any provision of this Agreement be found un-enforceable, the remaining provisions shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 5th day of August, 2016

CAM-PLEX



Paul Foster, General Manager

CITY OF GILLETTE



Louise Carter-King, Mayor

(S E A L) ATTEST:

Karlene Abelseth, City Clerk