

SOLID WASTE REMOVAL AGREEMENT
BETWEEN TETON COUNTY, IDAHO AND
EASTERN IDAHO REGIONAL SOLID WASTE DISTRICT

This Solid Waste Removal Agreement (“Agreement”) is hereby entered into between Teton County, Idaho (the “County”) and the Eastern Idaho Regional Solid Waste District (the “District”) regarding the transportation of the County’s Solid Waste. District and County may be referred to herein as “Party” or ‘Parties” as context requires.

1. SCOPE OF WORK

The District agrees to transport, and dispose of the County’s Solid Waste, as defined by Idaho Code section 39-7403(50), to Circular Butte Landfill in Jefferson County, Idaho (“CBL”), and return to the County (the “Services”). District shall be responsible for providing the needed personnel and equipment to perform the Services. The District shall not be obligated to transport any material that is not Solid Waste and the District will not transport Hazardous Waste as defined in Idaho Code Title 39, Chapter 44. The District shall properly and lawfully dispose of all Solid Waste received by it from the County.

2. TERMS

County agrees to pay District for performance of the Services at a rate of \$2.74 per mile driven from pickup in the County to disposal at CBL, and returning to the County. Mileage for a single round trip is anticipated to be approximately 200 miles. District shall only be paid on the basis of miles driven between pick up, disposal, and return. District shall perform the Services as needed in coordination with County. .

3. PAYMENT

District shall send an invoice to the County no later than the fifth day of each month for services performed in the preceding month. Payment on each invoice is due 30 days from receipt by the County. If the County disputes all or any portion of an invoiced cost, the disputed amount shall be withheld until the dispute is resolved. County shall remain obligated to pay undisputed invoices while withholding disputed amounts.

4. TERMINATION

Either Party may terminate this Agreement with six months’ written notice to the other Party, or immediately upon the agreement of both Parties. Any invoices not fully paid at the time of termination shall remain due and owing.

5. BREACH

If either Party fails to perform per the terms of this Agreement, the Parties agree to work with each other in good faith to remedy the breach as soon as practicable. If the Parties are unable to reach a mutually agreeable solution, District may stop work until payment in full is received, or may send notice to County that the Agreement is terminated and seek payment for outstanding invoices.

WITNESS WHEREOF, the parties have hereto entered into this Agreement as of the ____ day of _____, 2025.

Chairman
Teton County, Idaho

President
Eastern Idaho Regional Solid Waste District

Attest:

Attest:

Clerk

Secretary