

RESOLUTION NO. 33
Series of 2016

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF VAIL AND EAGLE COUNTY REGARDING THE TOWN OF VAIL
RECYCLE DROP OFF SITE; AND SETTING FORTH DETAILS IN REGARD THERETO.**

WHEREAS, the Town of Vail (the "Town"), in the County of Eagle and State of Colorado is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter");

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified;

WHEREAS, the Town and Eagle County (the "County") entered into an Intergovernmental Agreement (the "Agreement") on November 23, 2010 regarding the Town of Vail Recycle Drop Off Site;

WHEREAS, the Agreement has since been amended annually to extend the term for consecutive one-year periods;

WHEREAS, the Town and County wish to extend the Agreement for an additional one year period on the same terms and conditions as set forth in the original Agreement

WHEREAS, the Council's approval of Resolution No. 33 , Series 2016, is required to enter into the Intergovernmental Agreement ("IGA").

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO THAT:

Section 1. The Council hereby approves the IGA and authorizes the Town Manager to enter into the IGA with Eagle County on behalf of the Town in substantially the same form as attached hereto as **Exhibit A** and in a form approved by the Town Attorney.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Vail held this 1st day of November, 2016.

Dave Chapin, Mayor, Town of Vail

ATTEST:

Patty McKenny, Town Clerk

**SIXTH AMENDMENT TO AGREEMENT BETWEEN
EAGLE COUNTY, COLORADO
AND
TOWN OF VAIL
REGARDING RECYCLE DROP OFF SITE**

THIS SIXTH AMENDMENT ("Sixth Amendment"), effective as of January 1, 2017, is between Eagle County, Colorado, located at 500 Broadway, Eagle, CO 81631 ("County") and Town of Vail, Colorado a municipal corporation, located at 75 South Frontage Road, Vail, CO 81658 ("Town").

WITNESSETH:

WHEREAS, County and Town entered into an Agreement dated November 23, 2010 concerning the Town of Vail Recycle Drop Off Site ("Original Agreement"). The Parties entered into a First Amendment, dated December 29, 2011, a Second Amendment, dated November 30, 2012, a Third Amendment, effective January 1, 2014, a Fourth Amendment, effective January 1, 2015, and Fifth Amendment, effective December 8, 2015, to extend the term of the Original Agreement for consecutive one-year periods; and

WHEREAS, the parties desire to extend the term of the Original Agreement for an additional one year period on the same terms and conditions as set forth in the Original Agreement.

SIXTH AMENDMENT

NOW, THEREFORE, in consideration of the foregoing premises and the following promises, County and Town agree to amend the Original Agreement as follows:

1. Paragraph 5 of the Original Agreement will be deleted and replaced with the following:

"If not previously terminated as set forth herein, this Agreement shall terminate on December 31, 2017. The Agreement may be renewed annually by mutual written agreement of the parties".

2. Paragraph 13 of the Original Agreement shall be amended to revise the Notice Contact information as follows: Jesse Masten, Solid Waste & Recycling Manager shall replace Ken Whitehead as the contact person for the County and Bill Carlson shall be deleted from the contact person for the Town.
3. Capitalized terms in this Sixth Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of this Sixth Amendment conflict with, modify or supplement portions of the Original Agreement or the First, Second, Third, Fourth, or Fifth Amendment, the terms and provisions contained in this Sixth Amendment shall govern and control the rights and obligations of the parties.

4. Except as expressly altered, modified and changed in this Sixth Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.
5. This Sixth Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment on the _____ day of _____, 2016.

COUNTY OF EAGLE, STATE OF COLORADO,
By and Through Its COUNTY MANAGER

By: _____
Brent McFall, County Manager

TOWN OF VAIL, STATE OF COLORADO
By its Town Manager

By: _____
Stan Zemler, Town Manager

ATTEST:

By: _____
Town Clerk

AGREEMENT BETWEEN EAGLE COUNTY, COLORADO
AND
TOWN OF VAIL
REGARDING RECYCLE DROP OFF SITE

THIS AGREEMENT ("Agreement"), dated this 23 day of November, 2010 is between Eagle County, Colorado, located at 500 Broadway, Eagle, CO 81631 ("County") and Town of Vail, Colorado a municipal corporation, located at 75 South Frontage Road, Vail, CO 81658 ("Town").

WITNESSETH:

WHEREAS, County has hired a vendor to transport collected recyclable material from drop-off collection sites situated throughout greater Eagle County to the Eagle County Recycled Materials Recovery Facility (MRF) located at 605 Ute Creek Road, Wolcott, Colorado; and

WHEREAS, Town currently has an agreement with a contractor to manage their recycle drop-off site and desires to maintain that agreement rather than having County or its contractor provide such services; and

WHEREAS, County and Town intend by this Agreement to set forth the scope of the responsibilities and related terms and conditions to govern the relationship between the parties in connection with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the following promises, County and Town agree as follows:

1. County hereby acknowledges that Town currently has a contractual agreement with a hauler to manage their recycle drop-off site.
2. County will reimburse the Town at the rate of \$190 per haul for co-mingled containers, newspaper containers and cardboard containers. County shall not be responsible for any charges, fees or amounts in excess of \$190 per haul. Town shall send monthly invoices to Eagle County specifying the date of each haul, number of hauls and material types hauled.
3. All recyclable material collected at the Town's drop-off site shall be delivered to the Eagle County MRF. In the event the Town or its' contractor elects to deliver the recyclable materials collected at the Town of Vail to other than the Eagle County MRF then this Agreement shall immediately terminate and neither party shall have any obligations hereunder.

4. In the event Town terminates its current agreement for hauling services or chooses to not renew its existing hauling agreement, then County shall provide such services so long as County has the ability to provide such services and further has properly appropriated funds for such services. In the event that County provides hauling services for recyclable materials located at the Town of Vail site either directly or through a third party contractor this Agreement shall immediately terminate and neither party shall have any obligations hereunder.

5. If not previously terminated as set forth herein, this Agreement shall terminate on December 31, 2011. This Agreement may be renewed annually by mutual written agreement of the parties.

6. County will issue payment to Town within thirty (30) days of receipt of a satisfactory monthly invoice from Town.

7. Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement, nor shall any payments be made to Town in respect of any period after December 31, 2010 without an appropriation therefore by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

8. This Agreement shall be governed and construed in accordance with the laws of Colorado. Venue for any action arising out of any dispute pertaining to this Agreement shall be in the State of Colorado, District Court in and for Eagle County, Colorado.

9. This Agreement, and the rights and obligations created hereby, shall be binding upon and inure to the benefit of County and Town and their respective successors and assigns. Nothing herein expressed or implied is intended or should be construed to confer or give to any person or entity other than County or Town and their respective successors and assigns, any right, remedy or claim under or by reason hereof or by reason of any covenant or condition herein contained.

10. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction, such portion shall be deemed severable and its invalidity or its unenforceability shall not affect the remaining provisions; such remaining provision shall be fully severable and this Agreement shall be construed and enforced as if such invalid provision had never been inserted into this Agreement.

11. This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by both County and Town or as otherwise set forth herein. This Agreement represents the full and complete understanding of County and Town and supersedes any prior agreements, discussions, negotiations, representations or understandings of County and Town with respect to the subject matter contained herein.

12. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

13. Any notice and all communications required under this Agreement shall be given in writing by personal delivery, fax, e-mail or mail to the appropriate party at the following addresses:

County:
Ronald L. Rasnic, Solid Waste Manager
Solid Waste & Recycling Department
P.O. Box 473
Wolcott, Colorado 81655
(970) 328-3465 (p)
(970) 328-3466 (f)
ron.rasnic@eaglecounty.us
kbertuglia@vailgov.com

Town:
Bill Carlson, Env. Health Officer
Kristen Bertuglia, Sus. Coordinator
75 South Frontage Road
Vail, CO 81657
(970) 479-2333 (p)
(970) 479-2452 (f)
bcarlson@vailgov.com

Notices shall be deemed given on the date of delivery or three days after the postmarked date of deposit, first class postage prepaid, in an official depository of the U.S. Postal Service.

IN WITNESS WHEREOF, County and Town have executed this Agreement this 23 day of November 2010.

COUNTY OF EAGLE, STATE OF COLORADO, by and through its BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk to the Board of County
Commissioners

BY: *Sara J. Fisher*
Sara J. Fisher, Chairman

Keith Montag
KEITH MONTAG, COUNTY MANAGER

TOWN OF VAIL

BY: *Stan Zemler*
Stan Zemler, Town Manager

ATTEST:

BY: *[Signature]*
Town Clerk, Deputy

