

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

THIS AGREEMENT ("Agreement"), is effective as of _____ by and 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"). County and Town shall be collectively referred to as "Parties."

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 \$219.25 per haul for co-mingled containers, newspaper containers and cardboard containers. County shall not be responsible for any fuel or environmental charges. Town shall send monthly invoices to 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 to another location 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 either directly or through a third party contractor this Agreement shall immediately terminate and neither party shall have any obligations hereunder.
5. County will issue payment to Town within thirty (30) days of receipt of a satisfactory monthly invoice from Town.
6. The term of this Agreement shall be through December 31, 2019 and shall automatically renew for four (4) consecutive calendar years unless terminated sooner by either Party as set forth herein.
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 31st of any calendar year during the term 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, or changed 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. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party.
13. 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.
14. 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:

Jesse Masten, Solid Waste & Recycling Manager
Solid Waste & Recycling Department
P.O. Box 473
Wolcott, Colorado 81655
Telephone: (970) 328-3472
Facsimile: (970) 328-3466
Jesse.Masten@eaglecounty.us

Town:

Kristin Bertuglia, Environmental Sustainability Manager
Mark Hoblitzel, Environmental Sustainability Coordinator
75 South Frontage Road
Vail, Colorado 81657
Telephone: (970) 477-3455 or (970) 479-2146
Facsimile: (970) 479-2157
kbertuglia@vailgov.com
mhoblitzell@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.

(Rest of page left blank intentionally.)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

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

By: _____
Jeff Shroll, County Manager

TOWN OF VAIL:

By: _____

Print Name: _____

Title: _____