

**TOWN OF NEDERLAND  
Boulder County, Colorado**

**RESOLUTION 2012 – 07**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF NEDERLAND APPROVING AN AGREEMENT BETWEEN THE TOWN OF NEDERLAND AND BOULDER COUNTY CONCERNING COUNTY FUNDING FOR A PILOT RECYCLING PROJECT IN DOWNTOWN NEDERLAND**

WHEREAS, the Town of Nederland supports the diversion of materials whenever possible from the local waste stream; and

WHEREAS, the Town of Nederland has received a grant from the Boulder County Community Outreach Program (COP) in the amount of \$5,200;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF NEDERLAND, COLORADO:**

SECTION 1: The Board of Trustees of the Town of Nederland hereby approves the attached Boulder County Community Outreach Program Contract between the Town of Nederland and Boulder County for the establishment of downtown recycling stations within Nederland and authorizes the Mayor and Clerk to sign the agreement.

SECTION 2: The Board of Trustees of the Town of Nederland hereby authorizes the contribution of staff time necessary to meet the terms and obligations of the grant agreement.

SECTION 3: This resolution to be in full force and effect from and after its passage and approval.

**RESOLVED, APPROVED and ADOPTED this 7TH day of February, 2012.**

TOWN OF NEDERLAND

By: \_\_\_\_\_

Joe Gierlach, Mayor

ATTEST:

  
Teresa Myers, Town Clerk



## BOULDER COUNTY 2011 COMMUNITY OUTREACH PROGRAM CONTRACT

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THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners("County") and Town of Nederland("Contractor").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: *The application for Community Outreach Program funding together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.*

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing placing and weekly servicing of bear proof recycling stations in downtown Nederland as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

- a. Contractor agrees that by accepting the funding covered by this contract, the Contractor shall deliver or cause to be delivered, all materials recovered through the use of the equipment funded through this contract, to the Boulder County Recycling Center located at 1901 63<sup>rd</sup> Street, Boulder, CO.
- b. In addition, a schedule for mid-term progress and final report/ invoice submittal and reimbursement schedule will be established in consultation with County staff. The County reserves the right to monitor funded projects to provide timely and pertinent information on project status and progress. Monitoring may include site visits, phone interviews, third party contacts and additional progress reports.

Mid-term report due: Wednesday, July 18, 2012

Final report due: Monday, December 10, 2012

- c. All publicity or promotional materials concerning the project, including news releases, feature stories,

public service announcements, brochures and product literature produced during the term of this Agreement must be submitted to the County for review and approval prior to distribution. The County shall be acknowledged as a funding source in all aforementioned materials for the duration of this Agreement. For example, if purchasing recycled plastic fencing, a sign recognizing the County for funding must be posted.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on 1/3/12 and shall continue through 12/10/12.

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ 5,200.00.

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for two additional one-year periods through 12-31-2014 during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached

to this Contract.

d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**

e. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: To the extent permitted by law, the Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the County's or the Contractor's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability. This coverage should be provided on an ISO 1998 Form or most current with minimum limits of \$600,000.00 combined single limit for each

occurrence.

b. Automobile Liability. Minimum limits are required to be \$600,000.00 for each occurrence. Coverage must include:

- All vehicles owned, non-owned, and hired to be used on the Contract

c. Workers' Compensation and Employer's Liability. Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000.00 Each Accident/\$500,000.00 Disease-Policy Limit/\$100,000.00 Disease-Each Employee.

The Contractor shall provide Certificates of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Commercial General Liability certificate shall indicate Boulder County as an **ADDITIONAL INSURED**.

**The Additional Insured wording should be as follows:**

***County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.***

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without **thirty (30) days** written notice to the County, pursuant to paragraph 15.

The certificate holder is: Boulder County  
Attn: Pam Stonecipher, Risk Manager  
Boulder County  
P.O. Box 471  
Boulder, CO 80306

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive

bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its

current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: Boulder County  
Jana Petersen  
Administrative Services Director

P.O. Box 471  
Boulder, Co. 80306  
For the Contractor: Alisha Reis  
45 West First St., PO Box 396  
Nederland, CO 80466

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

18. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

19. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

20. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

21. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.



22. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

23. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Teresa Myers  
Attest: \_\_\_\_\_  
DocuSigned by:  
Teresa Myers  
By: \_\_\_\_\_  
EF31BB1631A04E4  
Title: Town Clerk

CONTRACTOR  
DocuSigned by:  
By: \_\_\_\_\_  
4C6A879C07B5492  
Title: Mayor, Town of Nederland  
Date: 2/22/2012

BOULDER COUNTY  
DocuSigned by:  
By: \_\_\_\_\_  
Jana Petersen  
07026B40147C415...  
Title: Administrative Services Director  
Date: 3/1/2012