

INTERGOVERNMENTAL AGREEMENT FOR SOLID WASTE PROGRAMMING AND INFRASTRUCTURE IMPROVEMENTS

This Intergovernmental Agreement for Solid Waste Programming and Infrastructure Improvements (“Agreement”) is made and effective on March 19, 2019 (Effective Date), by and among the Board of County Commissioners of Larimer County, Colorado (referred to as “County”), and the City of Fort Collins, Colorado, the City of Loveland, Colorado, and the Town of Estes Park, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). The County and Municipalities shall jointly be referred to as the “Parties”.

I. RECITALS

WHEREAS, the appropriate management of solid waste materials is critical to human health and safety, the environmental and the economic wellbeing of the region; and

WHEREAS, the Larimer County Solid Waste Facility located at 5887 S. Taft Hill Road serves as a regional solid waste processing and disposal site for residents of Larimer County located in municipalities and unincorporated areas; and

WHEREAS, The Larimer County Solid Waste Facility includes a regional sanitary landfill that receives approximately one million cubic yards of material per year and is forecasted to consume the available permitted air space capacity by the fourth quarter of the year 2024; and

WHEREAS, the Parties formed the North Front Range Regional Wasteshed Coalition (including a Technical Advisory Committee of staff members and a Policy Advisory Committee of elected officials and a 60+ member stakeholder advisory group) to identify, analyze, and prioritize solid waste infrastructure and implementation options. This work resulted in the development of a Solid Waste Infrastructure Master Plan for adoption by Larimer County; and

WHEREAS, on December 19, 2018, the Larimer County Planning Commission adopted the 2018 Solid Waste Infrastructure Master Plan, which includes various recommendations for infrastructure and facility improvements, education, licensing and other program elements to provide solid waste services within Larimer County and increase material diversion from landfill disposal; and

WHEREAS, the Parties desire to work cooperatively to implement the 2018 Solid Waste Infrastructure Master Plan, continue to develop joint programs for consistent public education, evaluate future technologies associated with solid waste management, and establish the respective responsibilities of the Parties; and

WHEREAS, the Colorado legislature has expressly endorsed “local efforts...focused toward the reduction of the volume and toxicity of the waste stream...through source reduction, recycling, composting, and similar waste management strategies” (Section 30-20-100.5, C.R.S.) and

authorized designation of exclusive sites and facilities for disposal of solid waste (Section 30-20-107, C.R.S.); and

WHEREAS, cooperation of the Parties pursuant to this Agreement will allow for implementation of an integrated package of waste disposal services designed to increase recycling and confer significant health and environmental benefits upon the citizens of Larimer County by enhancing recycling incentives and opportunities, obtaining information for the tracking and planning of waste diversion, and increasing the ability of the Parties to monitor and enforce recycling and other waste management laws; and

WHEREAS, County and Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, in addition to the existing infrastructure and infrastructure to be constructed by Larimer County, the Municipalities have developed and continue to operate the following solid waste infrastructure: the Estes Park Transfer Station owned by the Town of Estes Park and operated by Larimer County, the Timberline Recycling Center and the Crushing Operations Site which are owned by the City of Fort Collins, and the Loveland Recycling Center and collection vehicles which are owned by the City of Loveland.

NOW THEREFORE, the Parties agree as follows:

II. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

Clean Material Recovery Facility. A facility consisting of structures, machinery, devices, or persons to sort, bale, or otherwise manage or process recyclable materials prior to conveyance to end markets.

Construction and Demolition Waste. Waste that is generated from construction, remodeling, repairs, or demolition of buildings, and other structures which includes but is not limited to, lumber, bricks, carpets, ceramics, sheetrock, porcelain, metals, drywall, window glass, metal and plastic piping, paint and any other non-hazardous materials resulting from construction and demolition activities.

Disposal. The final treatment, deposition, or incineration of Solid Waste but shall not include Waste Prevention or Recycling as defined herein.

Flow Control. Provision that allows local governments to designate the places where materials generated within their jurisdiction are taken for processing disposal. For the purposes of this Agreement, flow control explicitly excludes municipal solid waste, yard waste, food waste and hazardous waste.

Food Waste. Materials that include animal/fruit/vegetable based staple scraps, old fruit/vegetables, egg shells, coffee grounds, tea bags, food-soiled paper, old bread, food scraps, and expired de-packaged foods. Additionally, it may include plant wastes from the food processing industry and pre-consumer vegetative food waste.

Hauler. Any person or company that collects, transports and/or disposes of discarded materials and waste (e.g. solid waste, recyclables, food waste, yard trimmings) as their primary business and delivers waste into facilities for disposal or recycling.

Hauler Licensing. A coordinated licensing approach for data tracking, public outreach and curbside collection requirements for implementation to licensed haulers (Appendix C).

Hazardous Waste. Hazardous substances as defined in 25-15-101(6), as amended, and any other substances or materials defined or classified as such by the Hazardous Waste Commission pursuant to 25-15-302, C.R.S., as amended.

Integrated Solid Waste Management System. The system of facilities for the collection, processing, and disposal of solid waste currently owned/operated by the Parties, which includes the Estes Park Transfer Station owned by the Town of Estes Park and operated by Larimer County, the Timberline Recycling Center and the Crushing Operations Site owned by the City of Fort Collins, the Loveland Recycling Center and collection vehicles owned by the City of Loveland, and the Larimer County Solid Waste Infrastructure System.

Landfill. A discrete area of land or an excavation where solid wastes are placed for final disposal, which is not a land application unit, waste impoundment, or waste pile. Landfills include, but are not limited to, ash monofills, construction and demolition landfills, sanitary landfills, tire monofills and similar facilities where final disposal occurs.

Larimer County Solid Waste Infrastructure System. Includes Larimer County's Solid Waste facilities used to manage Solid Waste which includes but is not limited to household hazardous waste, landfill, recycling facility, and Tier 1 processing and disposal facilities as established pursuant to the approved Solid Waste Infrastructure Master Plan.

Municipal Solid Waste. Solid waste from household, community, commercial and industrial sources that does not contain hazardous wastes as defined in Section 25-15-101(9) of the Colorado Hazardous Waste Act unless otherwise regulated by the Colorado Department of Public Health and Environment.

Processing. Sorting and converting solid waste, by manual or mechanical means, into raw material for new use. Includes Recycling and Composting.

Recyclable Material. Any type of discarded or waste material that is not regulated under Section 25-8-205(1) (e), C.R.S., and can be reused, remanufactured, reclaimed, or recycled.

Solid Waste. Any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, air pollution control facility, or other discarded material; including solid, liquid, semisolid,

or contained gaseous material resulting from industrial operations, commercial operations or community activities. Solid Waste does not include any solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under the provisions of the “Colorado Water Quality Control Act”, Title 25, Article 8, CRS or materials handled at facilities licensed pursuant to the provisions on “Radiation Control Act” in Title 25, Article 11, CRS. Solid Waste does not include: (a) materials handled at facilities licensed pursuant to the provisions on radiation control in Article 11 of Title 25, C.R.S.; or (b) excluded scrap metal that is being recycled; or (c) shredded circuit boards that are being recycled.

Solid Waste Policy Council or Policy Council. The Policy Council created to advise the Parties on solid waste matters regarding infrastructure, programs, education and master plan updates.

Solid Waste Infrastructure Master Plan. The Larimer County 2018 Solid Waste Infrastructure Master Plan as approved and amended from time to time by the Larimer County Planning Commission.

Technical Staff. A group of technical staff provided by each Party pursuant to Section 6.1.2 to support the Policy Council.

Tier 1 Infrastructure Facilities. Tier 1 Infrastructure facilities are outlined in the approved Solid Waste Infrastructure Master Plan to be developed in supporting the solid waste infrastructure system and include: Central Transfer Station, New County Landfill, Construction and Demolition Waste Processing Facility, Yard Waste Windrow Composting Facility and Food Waste Composting Facility (Appendix A).

Tier 2 Infrastructure Facilities. Tier 2 Infrastructure facilities are outlined in the approved Solid Waste Infrastructure Master Plan to be reviewed on an annual basis for possible implementation at a later date and include: Clean Material Recovery Facility/Upgrade, Anaerobic Digestion/Pre-Processing (Appendix A).

Tier 3 Infrastructure Facilities. Tier 3 Infrastructure facilities are outlined in the approved Solid Waste Infrastructure Master Plan and will be further reviewed on an annual basis as industry changes occur and include: Waste to Energy and Refuse Derived Fuel Processing (Appendix A).

Transfer Station. A facility at which Solid Waste, awaiting transportation to a processing or disposal site, is transferred from one type of containerized collection receptacle and placed into another and/or is processed for compaction.

Waste Prevention. Methods utilized to create less waste prior to recycling, composting or disposal.

Yard Waste. Waste generated from yard maintenance, including garden waste, fruit fall, grass clippings, wood, twigs, leaves and branches.

III. PURPOSE

The purpose of this Agreement is to foster coordination and cooperation between the Parties and to establish the respective responsibilities of the Parties in an Integrated Solid Waste Management System including, but not limited to, planning, education, waste prevention, recycling, collection, composting, transportation and disposal.

IV. TERM

- 4.1 **Initial Term.** This Agreement shall become effective on the Effective Date and shall remain in effect through December 31, 2050 (Initial Term).
- 4.2 **Extension Term.** Unless earlier terminated as provided herein, the Agreement will automatically renew for an additional term of ten years (Extension Term).
- 4.3 **Termination.** Any Party shall have the right to terminate their continued participation in this Agreement during the Initial Term or any Extension Term as follows:
 - 4.3.1 In the event of non-appropriation by their elected bodies.
 - 4.3.2 By written notice given to all other Parties 18 months prior to the date on which the Party elects to terminate their continued participation.
 - 4.3.3 By mutual agreement by all parties.

V. GENERAL OBLIGATIONS OF THE PARTIES

5.1 LARIMER COUNTY

- 5.1.1 **Land for Facility Improvements.** The County agrees to provide land for construction of Tier 1 Infrastructure Facilities which includes the County-owned land adjacent to the existing Larimer County Landfill located at 5887 S. Taft Hill Road and the 626 acres of County owned property located at the intersection of County Road 76 East and County Road 11 North. An alternate site for Tier 1 composting facilities is indicated on the map in appendix D, which is on jointly owned property by the County, City of Fort Collins, and City of Loveland. Construction of any new Tier 1 Infrastructure on land jointly-owned by Larimer County, Loveland and Fort Collins will require consent from the Cities of Fort Collins and Loveland as landowners and pursuant to the 1974 Operating Agreement. If consent is not given by Fort Collins or Loveland, Larimer County shall not be required to provide the yard waste and food waste facilities described in Sections 5.1.7 and 5.1.8 below; however, the Parties agree to negotiate in an effort to find an alternative location for such facilities.
- 5.1.2 **Facility Design and Construction.** The County shall be responsible for all Tier 1 Infrastructure Facility Design and Construction activities. In addition to the development of the Tier 1 Infrastructure Facilities, the County will annually evaluate, in close coordination with the Solid Waste Policy Council described in Section VI, the applicability/feasibility of developing the Tier 2 and Tier 3 Infrastructure Facilities based on current waste management practices, the waste market within the region, and quantity and quality of waste materials managed within the Tier 1 Infrastructure Facilities. The County reserves the right to design

and construct any Tier 1 Infrastructure Facilities prior to the dates and/or volumes set forth in this Agreement.

- 5.1.3 Project Funding and Financing.** The County shall be responsible for all funding and financing of Tier 1 Infrastructure Facilities, and retain all corresponding revenue, within the County's Solid Waste Enterprise. Funding and financing of Tier 2 and Tier 3 Infrastructure Facilities will be determined at the time of facility planning and development.
- 5.1.4 Facility Operations and Maintenance.** The County shall own and operate all Tier 1 Infrastructure Facilities and shall be responsible for operations and maintenance of the facilities. The County may hire private service providers to operate Tier 1 facilities at its discretion, however, County shall at all times retain ownership and any contracted service provider shall only serve as a vendor for operational purposes. In no event shall County delegate discretionary rate-setting authority and no private vendor will have authority or influence over the integrated waste management systems implemented by this Agreement. The County shall receive all income from the operation of Tier 1 Infrastructure Facilities. In the event there are any operating losses in connection with the Tier 1 Infrastructure Facilities, the County shall bear the same without contribution from the Parties. Operations and maintenance of Tier 2 and Tier 3 Infrastructure Facilities will be determined at the time of facility planning and development. The County shall continue to operate and maintain the Larimer County Solid Waste Infrastructure System for the term of this Agreement.
- 5.1.5 Hauler Licensing.** The County shall support and participate with the Parties in a coordinated approach to data tracking. The County hauler licensing program will be developed and implemented no later than January 1, 2020. Appendices B and C attached hereto provide proposed minimum hauler licensing requirements and maps, which will be applied in the County's hauler licensing program.
- 5.1.6 Solid Waste Management.** The County agrees to develop and construct the Tier 1 Infrastructure Facilities to manage solid waste that include a Central Transfer Station and New County Landfill, that will be operational prior to the closure of the current Larimer County Landfill. The County will design and construct the Tier 1 Central Transfer Station and the New County Landfill beginning in 2019 to accept solid waste on October 1, 2023.
- 5.1.7 Yard Waste Material Management.** The County agrees to develop and construct the Tier 1 Yard Waste Windrow Compost Facility and to establish fees that promote segregation of yard waste from disposal and encourage composting. The County will continue to operate the current green waste landfill segregation program at the Larimer County Landfill through calendar year 2021. The County will design and construct the Tier 1 Yard Waste Windrow Compost Facility beginning in 2019 to accept yard waste on June 1, 2021.
- 5.1.8 Food Waste Material Management.** The County agrees to develop and construct the Tier 1 Food Waste Compost Facility to recycle and compost segregated food waste upon adoption of policies or programs pursuant to section 5.2.4 of this agreement. The Parties shall coordinate through the Solid Waste Policy Council the development and timing of food waste collection programs that meet the

required quantities to properly schedule the planning, design, and construction of a food waste compost facility, and establish policies to encourage composting.

- 5.1.9 Construction and Demolition Waste Management.** The County agrees to develop, construct and operate the Tier 1 Construction and Demolition Waste Processing Facility to recycle mixed construction and demolition waste and to establish policies to encourage recycling of mixed construction and demolition waste. The County will design and construct the Tier 1 Construction and Demolition Waste Processing Facility pursuant to section 5.2.5 of this agreement within not more than four years of policy adoption.
- 5.1.10 Single Stream Recycling Material Management.** The County shall continue to own and operate a Single Stream Recycling Materials Management Facility. The County agrees to issue a request for letters of interest from private companies to expand or replace the existing Recycling Facility for conversion to a full-service Clean Material Recovery Facility to serve as a regional single stream recycling center for northern Colorado and potentially other areas upon adopting flow control for single stream recyclables pursuant to section 5.2.6.
- 5.1.11 Public Education Programs.** The County shall work cooperatively with the Municipalities to coordinate public education and outreach to provide information and educational materials that shall engage and educate the community on topics including waste disposal, recycling, waste prevention, reuse, and materials handling methods. The Solid Waste Policy Council shall coordinate overall educational efforts associated with solid waste programs and the best practices for proper waste management. The Solid Waste Policy Council will coordinate a toolkit for use within Parties' education programs to facilitate a consistent look, feel and message across all of Larimer County. This toolkit may be customized by the Parties without interfering with the consistent messaging. The Solid Waste Policy Council will also initiate the formation and regular meetings of an Education subcommittee comprised of representatives from each Party and appropriate key stakeholders that will meet at least once per year.
- 5.1.12 Solid Waste Planning.** The County shall serve as the coordinating body with responsibility for completing and updating the Solid Waste Infrastructure Master Plan through participation of the Solid Waste Policy Council.

5.2 PARTIES

- 5.2.1 Solid Waste Management.** The Parties shall continue to operate and maintain their respective Integrated Solid Waste Management System facilities for the term of this Agreement, provided that the parties may independently relocate, replace, and/or modify their respective facilities in a manner not detrimental to the overall operation of the Integrated Solid Waste Management System.
- 5.2.2 Hauler Licensing.** The Parties shall participate in a coordinated approach to data tracking. Curbside collection requirements will be implemented through the Parties' hauler licensing programs, which will be developed and implemented in accordance with Appendices B and C no later than January 1, 2020. The Parties agree to manage and enforce Hauler Licensing requirements with reasonable diligence within their respective jurisdictions.

- 5.2.3 Yard Waste Management.** The Parties agree to develop and implement local programs to encourage segregation of yard waste from landfill disposal within the designated yard waste collection service area as outlined in Appendix B. The Municipalities agree to waive any claim to a share of revenues from the existing Larimer County Landfill property for composting operations, should the County construct the Tier 1 yard waste composting facility on “Alternative Compost Area” as illustrated in Appendix D. The City of Loveland agrees to direct all yard waste material received by the Loveland solid waste program to the Larimer County yard waste facility commencing on June 1, 2021 or sooner if mutually agreed by City of Loveland and County.
- 5.2.4 Food Waste Management.** The Parties may implement policies and procedures to segregate food waste from landfill disposal at their individual discretion. The Parties shall work cooperatively to plan and implement segregated food waste programs, to allow County adequate time to construct a food waste processing facility as described in Section 5.1.8. The Parties must demonstrate to the County that one or more of them have adopted policies or programs reasonably anticipated to generate in the aggregate, a minimum of 6,000 tons per year of food waste and a minimum of 30,000 tons per year of yard waste for delivery to the facility prior to implementation of the Tier 1 facility construction. The Parties agree to conduct ongoing education to reduce contamination in food waste collection programs.
- 5.2.5 Construction and Demolition Waste Management.** To support waste diversion, the Parties may direct mixed construction and demolition waste to the County Tier 1 Construction and Demolition Waste Processing Facility. One or more of the Parties must adopt policies or programs reasonably anticipated to generate in the aggregate, a minimum of 60,000 tons per year of mixed construction and demolition waste for delivery to the facility prior to implementation of the Tier 1 facility construction. The Parties may adopt control measures as deemed appropriate through the following:
- 5.2.5.1** Flow control by one or more local Municipalities of mixed construction and demolition waste reasonably anticipated to generate the minimum volume set forth in this section 5.2.5;
 - 5.2.5.2** Pricing differentials/incentives; and/or
 - 5.2.5.3** Mandates as developed by the State of Colorado.
- 5.2.6 Single Stream Recycling Material Management.** To support waste diversion Parties may direct single stream recyclables to the County owned Larimer County Recycling Center at 5887 S. Taft Hill Road or the County developed full service Clean Material Recovery Facility. One or more of the Parties, with or without participation by others, must adopt policies or programs reasonably anticipated to generate, in the aggregate, a minimum of 55,000 tons per year of single stream recyclables materials for delivery to the facility prior to the County soliciting letters of interest for a Clean Material Recovery Facility.
- 5.2.7 Public Education Programs.** Parties shall work cooperatively to coordinate public education and outreach to provide information and educational materials that shall engage and educate the community on topics including waste disposal, recycling, waste prevention, reuse, and materials handling methods. In addition, each Party will use the jointly-created education and public outreach toolkit within

the Parties' educational programs to facilitate a consistent look, feel and message across all of Larimer County. The toolkit may be customized by the Parties without interfering with the consistent messaging.

VI. SOLID WASTE POLICY COUNCIL

- 6.1** There is hereby created an advisory council comprised of representatives from the Parties which shall be known as the Solid Waste Policy Council ("Council"). The charge of the Council is to serve in an advisory capacity to the Larimer County Board of Commissioners on solid waste matters. In addition, the Council shall also be available to the other Parties to discuss solid waste management and planning matters.
- 6.1.1 Membership.** The membership of the Council shall consist of eight (8) members as follows: one (1) elected official appointee and one (1) appointee from each of the signatories to this Intergovernmental Agreement. In the event other jurisdictions join as parties to this Agreement pursuant to Section 10.5 below, membership of the Council shall be expanded to include one (1) elected official appointee and one (1) appointee from such jurisdiction. Members shall be appointed within 90 days of the Effective Date of this Intergovernmental Agreement. Each member of the Council shall serve a term of three (3) years, except the first appointees shall serve staggered terms to avoid all membership terms ending during the same year. Each member shall be limited to two terms, with the exception of elected official appointees who may serve for the duration of their term as an elected official. Regular terms shall begin December 1 and end November 30 of the expiring term year. Members of the Council shall serve at the pleasure of their appointing bodies and shall receive no compensation from the County.
- 6.1.2 Organization.** The Council shall elect a chair and vice-chair and shall adopt bylaws to guide its deliberations. Each Party shall provide one or more technical staff to serve in an advisory and staff-support role to the Council (collectively the "Technical Staff").
- 6.1.3 Council Responsibilities.** The Council shall:
- 6.1.3.1** Serve as an ongoing forum to advise and assist the Larimer County Board of Commissioners, providing it with technical and non-technical advice on solid waste matters. The Council is not authorized to make decisions or speak for the Larimer County Board of Commissioners or any other Party.
 - 6.1.3.2** Meet with and provide direction to the Technical Staff. The Technical Staff shall be available to provide research/technical and programmatic guidance to the Council on matters including but not limited to infrastructure, programs, education and master plan updates. Employees of the Parties have already been collaborating in this capacity, and the intent of the Parties is for such efforts to continue and for each Party to make one or more of its employees available to serve as the Technical Staff.
 - 6.1.3.3** Provide comments to the Parties on all policy aspects of Solid Waste management and planning;

- 6.1.3.4 Participate in the development of future recommendations for the Solid Waste Infrastructure Management Plan (SWIMP) and other plans governing the future of the Integrated Solid Waste Management System, and facilitate a review and approval of revisions/updates to the existing SWIMP by each jurisdiction;
 - 6.1.3.5 Assist in the development of proposed revisions to this Intergovernmental Agreement between Larimer County and municipalities regarding waste management;
 - 6.1.3.6 Review and comment on disposal rate proposals and County financial policies;
 - 6.1.3.7 Review and comment on status reports generated by the Technical Staff and/or Parties;
 - 6.1.3.8 Promote consistent information exchange and interaction between waste generators, haulers, recyclers, and the Parties with respect to the Integrated Solid Waste Management System.
- 6.1.4 County Responsibilities.** The County shall assume the following responsibilities with respect to the Council:
- 6.1.4.1 The County shall provide staff support to Council;
 - 6.1.4.2 In consultation with the chair of the Council, the County shall notify Municipalities and their designated representatives and alternates of meeting times, locations and meeting agendas. Notification by electronic mail or regular mail shall meet the requirements of this Subsection;
 - 6.1.4.3 The County shall post such notices of meetings as may be required from time to time by the Colorado Open Meetings Law and shall maintain custody of the records of the Council in accordance with the Colorado Open Records Act;
 - 6.1.4.4 The County shall consider and respond on a timely basis to questions and issues posed by the Council and shall seek to resolve those issues in collaboration with the Municipalities.
 - 6.1.4.5 The County shall provide information and supporting documentation and analyses as reasonably requested by the Council to perform its duties and functions described herein.

VII. RATE SETTING

The Larimer County Board of County Commissioners may adopt and amend rates for any Tier 1 Infrastructure Facilities at its sole discretion to fund and recover all capital, debt, operating, maintenance, depreciation, regulatory, post closure, and any other expenses of the County Solid Waste Enterprise. Differential pricing of waste streams may be developed and implemented to assist with waste diversion efforts and support flow control where applicable. Upon the opening of the central transfer station and initial receipt of waste, sections 5 and 6 of the November 21, 1974 Intergovernmental Agreement regarding free disposal will be terminated.

VIII. NOTICE

Any notice, request, demand, consent, or approval, or other communication required or permitted under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, or by overnight commercial courier, addressed to such other Party at its respective addresses set forth in Exhibit "A" attached hereto and such notice or other communication shall be deemed given when so hand-delivered or three (3) business days after so mailed, or the next business day after being deposited within an overnight commercial courier.

IX. FUNDING OBLIGATIONS

The financial obligations of the Parties arising under this Agreement that are payable after calendar year 2019 are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the respective governing bodies of the Parties in their sole discretion. No term or condition of this Agreement is intended nor shall be interpreted to be a multi-fiscal year obligation.

X. MISCELLANEOUS

- 10.1 Entire Agreement.** This Agreement is to be construed according to its fair meaning and as if prepared by all Parties hereto and is deemed to be and contain the entire understanding and agreement between the Parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties hereto. This Agreement cannot be modified except in writing signed by all Parties.
- 10.2 Governing Law.** This Agreement shall be governed by and its terms construed under the laws of the State of Colorado. Venue for any action shall be in Larimer County, State of Colorado.
- 10.3 Agency Relationship.** Nothing contained herein is deemed or shall be construed by the Parties or by any third party as creating a relationship of principle and agent, a partnership or a joint venture between the parties, or an employment relationship between the Parties.
- 10.4 Third Party Beneficiaries.** This agreement is made for the sole and exclusive benefit of the Parties, their successors and assigns, and it is not made for the benefit of any third party.
- 10.5 Addition of New Parties to the Agreement.** Additional governmental entities in Larimer County may be added to this Agreement with the consent of all Parties.
- 10.6 Severability.** If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition shall not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice an Party in their respective rights and obligations under the valid terms and conditions of this Agreement.
- 10.7 Uncontrollable Circumstances.** No Party shall be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, right,

rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.

- 10.8 Counterparts.** This Agreement may be signed by the Parties in counterpart.
- 10.9 Governmental Immunity.** No term or condition of this Agreement is intended nor shall be construed as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to the Parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.
- 10.10 Future Amendment.** This Agreement is made in reliance on current laws and legal authority. The Parties agree to negotiate amendments to this Agreement as may be necessary to maintain the stated purposes and goals while accounting for changes and evolution of applicable laws and legal authority.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be ratified by resolution of their governing Boards or Councils as evidenced by the minutes of their governing Boards or Councils and executed by their duly authorized officers as of the date first written.

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SIGNATURE PAGES FOLLOW

BOARD OF COUNTY COMMISSIONERS OF
LARIMER COUNTY, COLORADO

By: Tom Df

Title: CHAIR

ATEST:

John Danks



Approved as to form:

(see Page 13A)

County Attorney

CITY OF FORT COLLINS, COLORADO

By: 
Wade Troxell, Mayor

ATTEST:





Approved as to form:



Sr. Asst. City Attorney



**BOARD OF COUNTY COMMISSIONERS OF
LARIMER COUNTY, COLORADO**

By: _____

Title: _____

ATEST:

Approved as to form:

Franklin King 3/19/20

County Attorney

CITY OF LOVELAND, COLORADO

By: Stephen Adams

Stephen C. Adams, City Manager



ATTEST:

Deputy

City Clerk

Approved as to form:

Laurie A.

Assistant
City Attorney

TOWN OF ESTES PARK, COLORADO

By:  _____

Title: Frank Lancaster

Town Administrator

ATTEST:

 _____

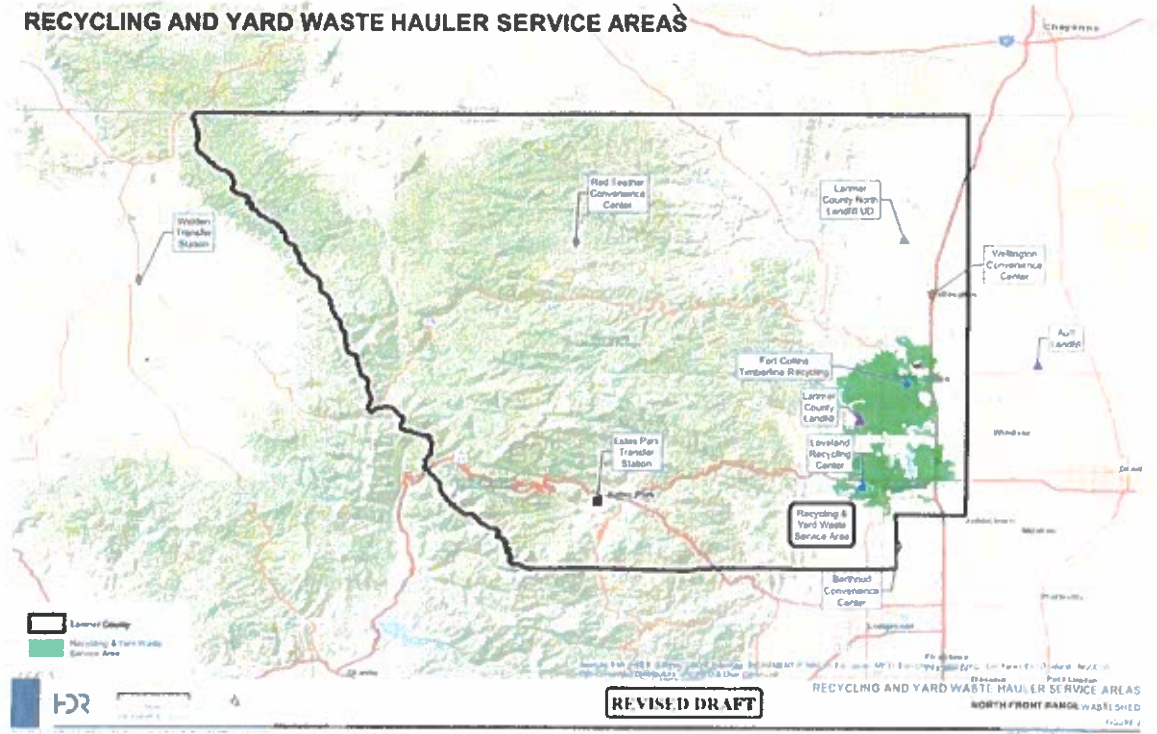
Appendix A

Tiered Infrastructure Facilities

Table 1 outlines the Tier 1, 2 and 3 Infrastructure Facilities selected with a potential schedule for siting approval, permitting and design, construction and year to be place in service.

Table 1. Tiered Infrastructure Facilities				
Tier Recommendations	Potential Schedule			
	Local Siting Approval	Permitting/ Design	Construction	In Service
<u>Tier 1</u>				
Central Transfer Station	2019	2020	2021	2022
New County Landfill	2019	2020	2022	2023
Yard Waste Open Windrow Composting	2019	2019	2020	2021
Construction & Demolition Waste Processing	2020	2021	2022	2022
Food Waste Composting	2021	2021	2023	2024
<u>Tier 2</u>				
Clean Material Recovery Facility /Upgrade	Assessed Annually Moving Forward			
Anaerobic Digestion /Pre-Processing - WWTP				
<u>Tier 3</u>				
Waste to Energy (Direct Combustion)	Possible Future Consideration			
Refuse Derived Fuel Processing				

Appendix B
Regional Recycling and Yard Waste Collection Service Area Map*
February 2019



***Individual Parties may amend this Appendix B to add portions of their jurisdiction to the Recycling and/or Yard Waste Service Area without consent from the other Parties.**

****Note: As of February 26, 2019, the green shaded area depicted includes all areas within the city limits of Fort Collins and Loveland. The electronic map depicted above is maintained by and available from the County and shall govern the area within which recycling and yard waste collection services must be offered. It is the County's intent to include portions of Larimer County in the above map in the future as the County hauler licensing program is developed and implemented.**

Appendix C

Hauler Minimum Standards

The Parties will establish minimum hauler requirements as part of a required Hauler License to provide a coordinated licensing approach for data tracking, educational material distribution, and curbside collection requirements.

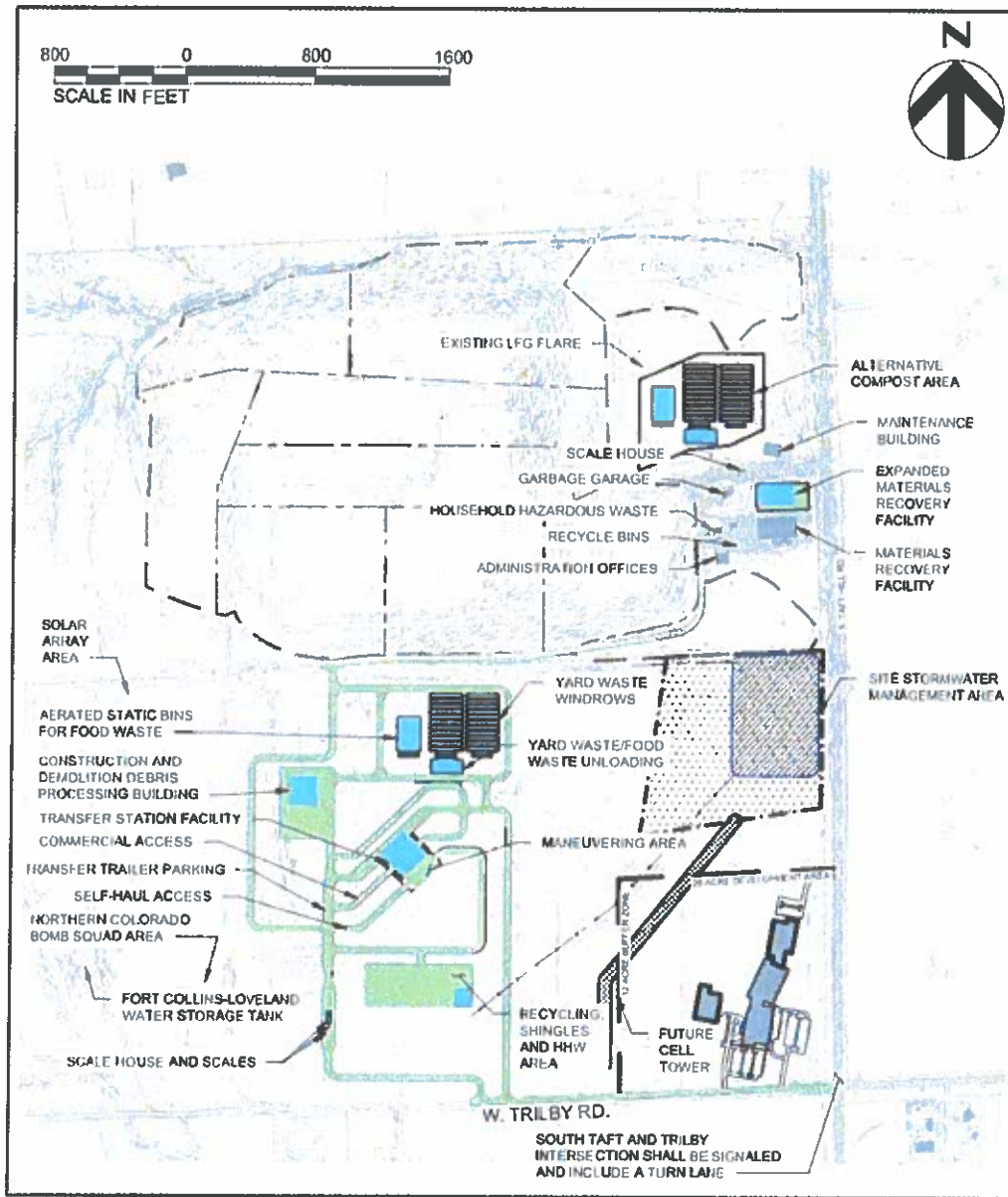
At a minimum, hauler license requirements will include:

- a. For single-family residential customers: Pay As You Throw volume based requirements that apply differential pricing structures for different sized solid waste containers, or a bag pricing model. Volume based rates will be established with a substantive differential cart rate. A minimum of two cart sizes shall be required for curbside garbage collection, unless a bag pricing model is used. Recycling containers shall be provided for areas on map in Appendix B with each curbside garbage cart. Yard waste collection must be offered as an option in areas depicted on the map in Appendix B.
- b. Requirement that Haulers abide by ordinances in that Party's jurisdiction.
- c. Requirement that Haulers meet Insurance requirements as established by each jurisdiction.
- d. Requirement that Haulers list each vehicle in the Hauler's fleet that will be used for collection in that Party's jurisdiction.
- e. Requirement that Haulers report twice yearly the waste and recyclable materials (in tons or cubic yards) collected in the Party's jurisdiction and the customer type from which the waste and recyclable material was collected.
- f. Requirement that Haulers distribute to customers educational materials provided by Parties at least once per year.
- g. Provisions allowing Parties to conduct audits and penalties for non-compliance.

Appendix D

Preliminary Site Plan

(Subject to Change)



**LARIMER COUNTY SOLID WASTE
AND BEHAVIORAL HEALTH**

PRELIMINARY SITE LAYOUT

DATE
2-21-19

FIGURE
1