

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND WASTE CONNECTIONS OF COLORADO, INC. FOR CITY-CONTRACTED RESIDENTIAL WASTE  
COLLECTION SERVICES

1. **PARTIES.** The parties to this Agreement for City-Contracted Residential Waste Collection Services (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Waste Connections of Colorado, Inc., a Delaware corporation (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
  
2. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
  - 2.1. The City is seeking a contractor to provide weekly trash collection with pricing based on the size of the cart and bundled single-stream recyclables collection to Broomfield single-family and small multi-family (7 or fewer units) residents as described in the competitive selection process by Request for Proposal #23-013 issued on or about November 1, 2023.
  - 2.2. The Contractor’s response to the above referenced RFP was determined to be of best value to the City for the procurement of the waste and recycling services requested. At this time, composting services will not be included in the services provided; however, the City may desire to add compost services at a later date upon mutual agreement of the Parties.
  - 2.3. All terms not specifically defined herein shall have the meaning as set forth in Exhibit A.
  - 2.4. The Parties therefore desire to enter into an Agreement for completion of the services further described herein.
  
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. **Term.** The Term of this Agreement shall commence September 10, 2024 and extend and be effective through March 31, 2030. The Contractor acknowledges and agrees that residential waste collection services pursuant to this Agreement shall commence on or before April 30, 2025, but no earlier than March 15, 2025 (the “Services Commencement Date”), the additional contract time is to allow the Contractor time to procure equipment and hire the additional staff necessary to provide the services described herein.

- 3.2. Scope. The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from this Agreement and the Scope of Work attached hereto as Exhibit A and incorporated by this reference (the “Services”) in accordance with generally accepted practices and to the level of competency presently maintained by others in the field and in accordance with the City’s authority pursuant to C.R.S. §30-15-401. For purposes of clarity and in order to meet the City’s sustainability goals, the Contractor shall ensure that all collections at a particular address occur on the same regularly scheduled day of the week for Customers.
- 3.2.1. Residential Households. Any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own waste in accordance with applicable laws and regulations subject to the payment of the Minimum Service Fee (or Opt-Out Fee) set forth in Exhibit A.
- 3.2.2. Homeowners Associations. The City adopted Ordinance No. 2242 which details requirements for residential waste collection services for single-family and small multi-family (7 or fewer units) residents. Homeowners associations are exempt from the requirements if they are providing trash and recycling collection services to their residents. Homeowners associations may elect to participate in the City’s residential waste collection services agreement, subject to all rates, requirements, terms and conditions of this Agreement, by notifying the Contractor of such intent no less than 60 calendar days prior to the expiration of the existing contract with its current vendor that they desire to be incorporated into this Agreement. For purposes of clarity, homeowners associations are also permitted to contract separately with the Contractor through a group account in accordance with the Broomfield Municipal Code and in such event shall not be subject to the terms of this Agreement as such homeowners association would be considered exempt.
- 3.2.3. Municipal Waste Hauling. For purposes of clarity, this Agreement is limited to residential waste collection services. The City previously entered into an Agreement for trash and recycling services at municipal facilities throughout the City. The Contractor is not asked to provide any emergency services or disaster recovery services for the City, this Agreement is limited to single-family and small multi-family (7 or fewer units) residential services and any homeowners associations that elect to opt-in to this Agreement.

- 3.2.4. Composting/Organics Collection Services Option. At this time, the City has elected not to include composting or organic collection services within the scope of work. In the future, the City may desire to add organics collection services to this Agreement, and in such event the City shall provide a right of first opportunity to the Contractor to provide such services to increase waste diversion at acceptable costs and the Parties shall negotiate in good faith to add such services to the Agreement. Upon mutual agreement of terms, the Parties shall execute an amendment to this Agreement reflecting the terms for the organics collection services. In the event the Parties are unable to come to an Agreement after good faith negotiations, the City expressly reserves the right to contract separately for organics collections services as well, nothing in this Agreement requires the City to use the Contractor for organics collection services.
- 3.3. City's Role. The Contractor shall provide all services as described in this Agreement with no direct support from City staff, except facilitating the payment of the Minimum Service Fee (or Opt-Out Fee) as more particularly described in Exhibit A. Although City staff may collaborate with the Contractor on certain initiatives such as customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of the Contractor to ensure the terms of this Agreement are being met in accordance with the City's evaluating criteria and standards. The Contractor shall fully cooperate with the City relating to such monitoring and evaluation.
- 3.4. Carts. The Contractor shall be responsible for management of all carts and shall retain ownership of the carts during the term of this Agreement. The Contractor shall supply the initial carts requested by the Customer at no additional cost to the Customer as more particularly described in Exhibit A, such costs shall be incorporated in the base pricing of the Contractor's Services. The Contractor shall use commercially reasonable efforts to recycle any carts received by the Contractor that are no longer usable for whatever reason, including carts received from residents during the initial transition to the Contractor's services.
- 3.5. Invoicing and Payment. The Contractor is required to provide a high level of customer service, timely and accurate billing on behalf of the City, and professionalism in the performance of Services under this Agreement. The Contractor shall invoice the residents directly for the costs and expenses relating to this Agreement in accordance with the amount or amounts shown in the Pricing Schedules attached as Exhibit B and incorporated by this reference on a monthly basis. Customers shall have thirty (30) days from receipt of

invoices to pay the Contractor. Any payments not received within thirty (30) days shall be deemed Late Payments as set forth in Section 3.5.4 below. The invoicing that is sent to residents by the Contractor shall be consistent with the terms of this Agreement and may contain the City and County of Broomfield logo. The form of invoice shall be reviewed and approved by the City prior to invoicing to residents.

- 3.5.1. *Minimum Service Fee.* The Contractor shall be responsible for communicating all Customers who opt-out of collection services and shall promptly provide such information to the City as provided in Exhibit A. The City will *only* be responsible for collecting the Minimum Service Fee (or Opt-Out Fee) payable by residents which shall be collected via those residents' utility bills as more particularly described in Exhibit A. The Minimum Service Fee (or Opt-Out Fee) shall be the then current rate for the small cart as set forth on Exhibit B. The Minimum Service Fee (or Opt-Out Fee) shall be collected and retained in whole by the City.
- 3.5.2. *Annual CPI Modification of Rates.* Beginning one year after the Services Commencement Date, the pricing for the Contractor's Service contained in Exhibit B, may be increased no more than once per calendar year by one hundred percent (100%) of the annual percentage change in the All Urban Consumer Price Index (CPI-U) for Denver/Aurora/Lakewood using the standard reference base for the CPI-U all items index, currently 1982 to 1984 plus any change in law as described below. Adjustments shall be based on the twelve (12) month period ending on June 30 of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service rates effective January 1, 2024 will be based on the CPI for the twelve (12) month period ending June 30, 2023. If the CPI is no longer published, rates shall be adjusted in accordance with a comparable index as determined by the U.S. Department of Labor. In no event shall the fees set forth on Exhibit B be reduced due to adjustments in the CPI-U. The Contractor shall provide the City with at least 90 days prior written notice of a proposed rate increase and the City shall verify the rate increase is in accordance with this provision of the Agreement. Rate increases shall be automatic upon the City's concurrence of the rate calculations as set forth in this paragraph. The Contractor shall provide notification to all Customers of the rate increase at least 60 days prior to such increase, limited to once a calendar year as indicated above.
- 3.5.3. *Change in Law.* Beginning one year after the Services Commencement Date, the Contractor may increase the rates for Services as a result of

increases in costs incurred by Contractor due to either of the following: (a) changes in local, state, or federal rules, ordinances, laws, or regulations occurring after July 1, 2023, or (b) increases in taxes, fees or other governmental charges as a result of legislation or voter action occurring after July 1, 2023 (other than income or real property taxes) - as either change may specifically relate to waste disposal or collection. Addition of residential units or subdivisions shall not constitute "changes in law" justifying an increase in rate structure. The Contractor shall use commercially reasonable efforts to notify the City of any proposed increases promptly. Notice of proposed increases due to changes in law must be accompanied by adequate supporting documentation justifying the increase. The Contractor shall provide the City with prior written notice of a rate increase due to a change in laws and the City shall verify the rate increase is in accordance with this provision of the Agreement. Rate increases shall be automatic upon the City's concurrence of the new rates as set forth in this paragraph, and if and as applicable may be applied retroactively upon City's concurrence to the effective date of such change in law. The Contractor shall provide notification to all Customers of the rate increase prior to such increase.

3.5.4. *Late Payments.* If a Customer fails to pay an invoice, the Contractor shall follow its normal late payment procedures provided that late payment fees may not exceed the greater of \$5 or up to 10% of the applicable charges or as otherwise permitted by applicable law.

3.6. Grant Funding. The City may actively seek grant funding from various sources to offset the costs of the residential waste collection program described herein. In the event the City is successful in obtaining grant funding, the Contractor and the City will work cooperatively and negotiate in good faith to revise the terms of the Pricing Schedules set forth on Exhibit B to reduce the cost of Services based on the funding obtained. Upon approval of the rate adjustment, the Contractor shall provide notification to all Customers of the rate changes as set forth in Section 3.5.2 of the Scope of Work.

3.7. Producer Responsibility Program. On June 3rd, 2022, the Producer Responsibility Program for Statewide Recycling Act, House Bill 22-1355 was signed into law. The law sets up a Producer Responsibility program that requires companies that sell products in packaging, paper products to fund a statewide recycling system to recycle those materials. These companies will form an independent non-profit organization, called a Producer Responsibility Organization (PRO), to coordinate, fund, and manage this statewide recycling system. The State of Colorado is still working to finalize the details of the program and potential benefits the City and Contractor may be able to access

under the program. The Parties will negotiate in good faith to revise the terms and scope of this Agreement if necessary to access funding from Producer Responsibility Organizations. The Contractor will assist the City in providing information needed for the Producer Responsibility Program including, but not limited to, providing the City with a net cost estimate for the provision of recycling services. The Contractor also acknowledges and agrees that any reimbursement obtained by the Contractor through the Producer Responsibility Program will offset, dollar for dollar, the fees paid by residents as set forth herein.

- 3.8. Waste Audit. The City, in its sole discretion, has the option to elect to complete one (1) waste audit during each calendar year of this Agreement, including contract extensions. If the City elects to conduct a waste audit, the Contractor shall support and provide assistance in order to complete the waste audit.
4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative or the Contractor Representative changes roles within the company and the Contractor provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
- 4.1. The City designates the Community Sustainability Manager as the authorized representative of the City under this Agreement. Email address is [gmcDaniel@broomfield.org](mailto:gmcDaniel@broomfield.org).
- 4.2. The Contractor designates Jacqueline Satterwhite as the authorized representative of the Contractor under this Agreement. Email address is [jacquelines@wcnx.org](mailto:jacquelines@wcnx.org).
- If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).
5. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.

6. WARRANTY. The Contractor represents and warrants that:
- 6.1. *Performance of Services*. It is fully qualified to perform the Services described herein and has the financial capacity, operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the Services and will perform the services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that, this warranty shall not abrogate any independent duty of care owed by the Contractor to the County.
  - 6.2. *Good Standing*. If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado and has all of the professional licenses and permits required to complete the Services as required by law.
  - 6.3. *Entity Performance*. The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.
  - 6.4. *Accuracy of Information*. None of the representations or warranties in this Agreement, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Agreement or in connection with the performance of the obligations contemplated under this Agreement, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
  - 6.5. *Independent Examination*. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Agreement, now or in the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor represents and warrants that it is capable of providing the Services to and provision of carts to any future Customers within the City.
  - 6.6. The Contractor makes no representation regarding the ultimate recycling of Recyclable Materials by any third-party facilities.

7. TERMINATION. Notwithstanding the time periods contained herein, this Agreement shall terminate:
  - 7.1. If the City fails to appropriate funds pursuant to Section 15 of this Agreement at the time as such then-existing appropriations are to be depleted; or
  - 7.2. In the event of a termination by default in accordance with Section 12; or
  - 7.3. Terminated by the mutual agreement of the Parties.

Upon termination of this Agreement, the Contractor shall provide to the City a .CSV or other mutually agreed upon file type with Customer name, service address, billing address, phone number, Customer email, and cart sizes per service type. In addition, the Contractor shall coordinate with the City to remove all carts upon termination of this Agreement.

8. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and reasonable attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any (i) willful misconduct, (ii) negligent act or omission, (iii) any violation of law, or (iv) any breach of any obligation, representation or warranty, undertaken by Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party. The Contractor shall not be liable for any claims resulting solely from gross negligence or willful misconduct of the City.
9. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
10. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This

Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

11. **PROTECTION OF PROPERTY.** All public and private property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls and the like shall be protected against damage or interrupted services at all times by the Contractor while performing services pursuant to this Agreement. The Contractor shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City. The Contractor shall not be liable for damage to pavement, curbing or other driving surfaces owned or under the control of the City, due to the weight of the Contractor's vehicles or the provision of collection Services under this Agreement unless due to the Contractor's negligence.
  
12. **DEFAULT.** The City reserves the right to make periodic, unscheduled inspection visits to collections sites to determine the Contractor's compliance with the terms of this Agreement.
  - 12.1. Acts of default hereunder shall include, but shall not be limited to, the following:
    - 12.1.1. The Contractor fails to commence the collection of rubbish, recycling, or fails to provide a substantial portion of the Services as provided herein for a period of more than five (5) days.
    - 12.1.2. The Contractor fails to obtain and maintain any permit required by any regulatory body that is required to enable and allow the Contractor to perform its duties under this Agreement.
    - 12.1.3. Any direct act or omission of the Contractor which creates a hazard to the health, safety or general welfare of the public in violation of law.
    - 12.1.4. The Contractor's continued or repeated failure, after receipt of notice from the City, to act or refrain from acting in a manner which subjects the Contractor to liquidated damages.
    - 12.1.5. Any failure or refusal to act in a manner authorized or directed by this Agreement which is committed or withheld by either party; and
    - 12.1.6. Any violation, either through action or inaction, of any provision of this Agreement.
  
  - 12.2. In the event of default, the non-defaulting Party shall provide the defaulting Party with ten (10) days prior written notice of its intent to exercise its rights hereunder, stating the reasons for such action and citing specifically the alleged default of the other Party. If the defaulting Party cures the default as alleged within the ten (10) day period, the non-breaching Party shall cease any

efforts to terminate this Agreement. However, if the breach is not within the reasonable control of the defaulting Party and cannot be substantially cured within ten (10) days, such cure period may be extended to an agreed period of time pursuant to a mutually agreed upon corrective action plan to cure the default so long as the remedial efforts continue in good faith. If, on the other hand, the defaulting Party fails to cure its default within the ten (10) day period, the non-breaching Party may exercise may elect to:

- 12.2.1. terminate this Agreement and seek damages;
- 12.2.2. treat the Agreement as continuing and require specific performance; or
- 12.2.3. avail themselves of any other remedy at law or equity.

13. **LIQUIDATED DAMAGES.**

13.1. *Amount.* Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), as set forth in the chart below.

Action or Omission	Penalties/Liquidated Damages
Failure to deliver all Solid Waste, Recyclable Materials, and Bulky Items to a mutually agreed upon permitted landfill, a licensed materials recovery facility (MRF), or other approved facility. (Note: Delivery of Recyclable Materials to a landfill is not permitted and subject to liquidated damages.)	\$3,000 per load
Contractor utilizing a driver to provide Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements.	\$1,000 per day per driver
Commencement of residential collection prior to 7:00 am or continuance after 7:00 pm except as expressly permitted by the City in writing.	\$200 per verified incident (each truck on each route is a separate incident)

Failure to collect within a reasonable period of time, any Waste or Recyclable Materials that have been spilled by Contractor in the performance of the Services that the Contractor has knowledge of or has been notified of.	Twice the cost of cleanup to the City plus \$1,000 each incident to the extent the spill was caused by the Contractor's, or its employees, actions.
Failure to clean up and report to the City any leakage from Contractor vehicles or vehicle contents, including but not limited to trash, hydraulic leaks, oil, gas and similar leakages. (Note: The Contractor will still be liable for any separately assessed stormwater violations and penalties as allowed by law.)	\$1,000 each vehicle, each incident
Failure to collect verified missed collections reported by 4 pm within one (1) business day or those reported after 4 pm within two (2) business days (excludes late setouts & blocked carts which shall be collected within one (1) calendar week) (excludes severe weather delays, which shall be serviced in accordance with Exhibit A)	\$150 per Customer per day plus one month credit to the missed Customer if the same Customer is missed twice in the same month
Collection from residential premises on other than the day specified excluding severe weather, holiday schedule, Force Majeure as set forth in Section 28 below, or as otherwise approved by the City due to an unforeseen event or circumstance.	\$150 per route
Failure to provide required reports on a timely basis, and such failure is not cured within ten (10) days of written notice to Contractor of such failure.	\$1,000 per incident
Intentional or material misrepresentation by the Contractor in records or reporting.	\$1,500 per incident
Failure to respond to customer calls or email inquiries within one business day.	\$250 per incident
Failure to report any known noncompliance on behalf of the Contractor or Contractor's staff, including but not limited to spills, missed pickups, or any of the acts in this section.	\$250 per incident.
Failure to maintain clean and sanitary vehicles in accordance with <u>Exhibit A</u> , Section 4(l).	\$250 per vehicle, per occurrence
Failure to appropriately bill Customers according to the Agreement OR billing Customers for fees not approved by City and such failure is not promptly cured after Contractor's discovery of such failure, or receipt of notice of such failure OR failure to	\$100 per incorrect bill

provide text in Spanish on invoices with directions for accessing a Spanish speaking customer service representative.	
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- 13.2. *Liquidated Damages Resolution Process.* The Contractor may dispute the occurrence or omission of the events listed in Section 13.1 above through a review process. The City and County Manager or their designee shall review all relevant documentation provided by the Contractor and the Customer or staff member who reported the act or omission of non-performance. All documents may be reviewed electronically. The City and County Manager or their designee shall issue a written findings and decision within 30 days of the Contractor's request for a review. All reviews of liquidated damages shall occur within 30 days of the imposition of the damages.
14. MARKS. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the term of this Agreement. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
15. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
16. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
17. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.
18. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's

rights and obligations shall be solely governed by the terms and conditions of this Agreement. Upon the mutual agreement of the Contractor after good faith negotiations, the City and County Manager has the authority to amend this Agreement at any time during the term.

19. SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
20. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
21. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
22. GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
23. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, Customer invoices, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice. The City shall have the right to audit the records upon request after five (5) days' prior written notice to the Contractor during ordinary business hours. The audit will be conducted in a manner that is not disruptive to the Contractor's operations. The Contractor shall also maintain records of the tip fees paid by the Contractor for the Services, which shall be available to the City upon request.
24. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.

25. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
26. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
27. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
28. DELAYS/FORCE MAJEURE. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure is beyond the reasonable control of the Party and is not the result of a fault or the negligence of the affected Party and such Party is unable to overcome such delay or failure through the exercise of due diligence. Such delays or failures may include, but are not limited to, a result of acts of God, fires, floods, earthquake, war, riot, and restraints or injunctions, not resulting from a Party's breach of any terms of this Agreement or other contractual commitment. Force majeure delays or failures do not include: economic or financial events that impact the Contractor's ability to access or use financial resources, labor disputes or strikes. To the extent that the performance is actually prevented, the Contractor must provide written notice to the City of such condition within three (3) days from the onset of such condition. Weather that causes suspensions or delays in Services, as referenced in the Severe Weather Protocol in Exhibit A, is not a force majeure act or event.
29. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
30. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
31. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this

Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

32. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
33. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
34. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.
35. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act (C.R.S. §24-85-101, et seq.) which makes it unlawful to discriminate against individuals with a disability. In order to comply with the law, the Contractor shall use commercially reasonable efforts to ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time, and the Contractor shall work cooperatively with the City, at no additional cost, to meet any reasonable accommodation or modifications provisions unless otherwise exempt under the law.
36. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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This Agreement is executed by the Parties hereto in their respective names as of September 10, 2024.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county



\_\_\_\_\_  
Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:



\_\_\_\_\_  
City and County Attorney's Office



CONTRACTOR:

WASTE CONNECTIONS OF COLORADO, INC.,  
a Delaware corporation

By:   
\_\_\_\_\_  
Mark Ceresa, Division Vice President  
Address: 5500 Franklin Street, Denver, CO 80216

## EXHIBIT A SCOPE OF WORK

### Background

The City and County of Broomfield is transitioning from an open market residential waste hauling system with licensing to a City-contracted residential services model. The City desires to meet the following goals with this Agreement including, but are not limited to:

- Increase diversion of Recyclable Materials and encourage reuse of Bulky Items as much as possible.
- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods.
- Reduce greenhouse gas emissions.
- Provide equitable pricing throughout the community.
- Provide cost-effective pricing for collection Services.
- Provide a high level of customer service.

### Overview of Services

The Contractor shall provide weekly trash collection with pricing based on the size of the cart and bundled single-stream recyclables collection every-other-week. Eligible households that choose not to participate in the program will be charged a Minimum Service Fee (or an Opt-Out Fee) by the City.

Additional services included:

Bulky/Large Item Collection

### 1. DEFINITIONS.

- a. "Acceptable Waste" means Bulky Items, Recyclable Materials and Solid Waste but does not include Excluded Waste.
- b. "Bulky Item" means waste items that are too large or too voluminous to be placed in a closed residential waste container, which include, but are not limited to, furniture, appliances and small equipment, such as lawnmowers.
- c. Cart Terminology:
  - i. "Small Cart" shall mean a cart with a capacity of 30-39 gallons.
  - ii. "Medium Cart" shall mean a cart with a capacity of 60-69 gallons.
  - iii. "Large Cart" shall mean a cart with a capacity of 90-99 gallons.
- d. "Customer" means an owner or occupant of a Residential Unit that receives waste collection services from the Contractor under the terms of this Agreement.
- e. "Door-to-Door Service" means service in which the Contractor brings carts from the Customer's location to the curb or alley for servicing and returns the cart to the Customer's location.

- f. "Excluded Waste" means (i) Hazardous Waste, (ii) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law, or (iii) any other waste prohibited from a disposal or processing facility.
- g. "Hazardous Waste" means waste defined as, or of a character or in a sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
- h. "Recyclable Materials" means the materials listed in Table 1 of Exhibit A and any other materials identified by the Contractor as Recyclable Materials, provided those materials have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- i. "Solid Waste" means all refuse, putrescible and non-putrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, materials used as fertilizers or for other productive purposes and Recyclable Materials which have been source separated for collection and does not include Excluded Waste.

## 2. CUSTOMERS.

- a. *Single-Family Residences and Multi-Family fewer than 7 units.* The Contractor shall provide the weekly curbside collection of Acceptable Waste and every-other-week for Recyclable Materials from single-family residences and multi-family residences containing seven or fewer units in accordance with C.R.S. §30-15-401 within the City and County of Broomfield as more particularly provided herein. Curbside means the property, within five (5) feet of the public street, alleyway, or private road adjacent to a Customer's residence (or on the sidewalk without completely obstructing the sidewalk, if there is no such property within five (5) feet of the public street or private road) without blocking driveways or on-street parking.
- b. *Homeowner Associations.* The City recognizes that a number of Customers within the City are within existing homeowner associations which already provide curbside trash and/or recycling services to Customers and often the homeowner association

is able to obtain better pricing due to the number of customers, as such those homeowner associations are specifically exempt from the ordinance regarding waste collection services. However, some homeowners associations may still desire to have the Contractor provide services to their community consistent with the terms of this Agreement. The Contractor will use commercially reasonable efforts to ensure a smooth transition of new homeowner association customers to the Contractor's Services and shall charge the then current rate City-contracted rate for all such Services to the homeowners association residents in accordance with Section 3.2.2 of this Agreement.

- c. *Non-Exclusive.* This Agreement shall not be considered an exclusive franchise for services to the residents of the City and any resident may choose to negotiate with any other trash removal service licensed to do business within the City or may choose to remove their own waste materials in accordance with applicable laws. If a resident decides not to use the service and is not part of a homeowner association that provides residents trash and curbside recycling, the resident will be billed the Minimum Service Fee (or Opt-Out Fee) as described below.
- d. *Minimum Service Fee (or Opt-Out Fee).* Customers may elect to opt-out of collection Services at any time by contacting the Contractor. While the Contractor shall not provide collection Services to the Customer opting-out, the Contractor shall still assist the City with billing the Customer the Minimum Service Fee (or Opt-Out) Fee as described on Exhibit B by providing the City with the list of residents who have elected to opt-out of receiving the residential waste hauling services as described in (i) below.
  - i. *Minimum Service Fee (or Opt-Out Fee).* The Contractor will assist the City with tracking those residents that opt-out of the Services under this Agreement and who are not within a homeowners association. The Contractor shall provide a list of residents, via a .CSV file or other format acceptable to the City on the 1st of the month, who have opted out of the Services and need to be charged a Minimum Service Fee (or an Opt-Out Fee). This file will be used to facilitate the City including such fee on the resident's utility bill. The Contractor .CSV file shall list of the name, address, and account number of all parties that should be charged a Minimum Service Fee (or an Opt-Out Fee), so that the City can properly charge the residents the Minimum Service Fee (or Opt-Out Fee). The file shall be delivered to [breyes@broomfield.org](mailto:breyes@broomfield.org) no later than the 1st of each month so that the charges may be processed.
  - ii. *Opt-In Process.* At such time as a Customer desires to receive Collection Services again, or for the first time, the Contractor shall coordinate with the Customer to determine a mutually agreeable date to deliver carts and start Collection Services.
- e. *Accommodations.* The Contractor shall provide accommodations for Customers where no member of the household has the ability to place carts at the curb and in such case the Contractor shall provide such Customers with Door-to-Door Service

upon request for no additional charge. Customers may contact the Contractor directly and request the Door-to-Door service.

f. *Carts.*

- i. *Access.* Customers shall provide safe, unobstructed access to the carts on the scheduled collection day. The Contractor may charge an additional fee for any additional collection service required by the failure to provide access.
- ii. *Personal Containers.* Customers must use Contractor-provided carts for their collection Services. In the event the Customer uses a personal container for additional Services, the Contractor shall handle the Customer-owned container in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned containers. The Contractor may refuse to collect materials left in personal containers at its discretion, with a communication to the resident of how to properly dispose of items.
- iii. *Cart Selection.* Customers shall be provided the opportunity to select the size of trash cart they desire for trash collection. Customers shall receive a large, 95 gallon, cart for recycling collection; provided, however, that the Contractor may provide a medium sized recycling cart upon a Customer's special request to accommodate special or extenuating circumstances. The initial selection of a trash cart size shall be initiated at least 60 days prior to commencement of services, and longer if deemed necessary by the Contractor and the City as part of the logistics and communication plan described below. On-going cart services shall be as indicated in Section 6 below.

- g. *Alleys.* Where alleys are the primary service option, the Contractor shall provide Collection Services in alleys. In areas where alley service is provided, the Contractor shall not be required to additionally provide curbside service except in such circumstances where homes are isolated from alleys. In the event that alley collection is not feasible due to unsafe conditions for the Contractor's vehicles, the Contractor will contact the residents affected and determine a mutually agreed upon alternate option for the collection services. The Contractor will report to the City any alternative collection arrangements and the residents affected.

**3. OWNERSHIP OF WASTE.** Contractor shall take ownership of Acceptable Waste when it is loaded into Contractor's vehicle. Ownership of and liability for any Excluded Waste shall remain with the generator and shall at no time pass to Contractor.

- a. *Right of Refusal for Excluded Waste.* If any Excluded Waste is discovered before it is collected by the Contractor, the Contractor may refuse to collect the entire pick-up that contains those Excluded Waste items. If the Contractor refuses to collect a pick-up due to contamination or Excluded Waste, the Contractor shall leave a notice with the Customer regarding the deficiency and reason for no pick-up. In the event such Excluded Waste items are present but not discovered

until after it has been collected by the Contractor, the Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with applicable law and charge the depositor or generator for all reasonable direct costs incurred due to the removal, remediation, handling, transportation, delivery and disposal of those items. Contaminants included with Recyclable Materials that exceeds thresholds for that collection stream set by the approved processing facility may not be collected, and may be left in the Customer's Cart with a prominently displayed written notification tag explaining the reason for rejection as more specifically detailed below.

- b. Recyclable Materials shall be collected and transported to a licensed materials recovery facility (MRF).

#### 4. SCOPE OF WORK.

- a. The Contractor will provide weekly collection of trash and Solid Waste and every-other-week collection of Recyclable Materials on the same regularly scheduled day of the week for Customers.
- b. The Contractor will supply all residences served with:
  - i. Two-wheeled carts for collection of trash in Small Cart, Medium Cart, or Large Cart, depending upon the level of service selected by the Customer. The cost for trash collection shall be as set forth in Exhibit B.
  - ii. Two-wheeled carts for collection of recyclables in a Large Cart size. This cart will be labeled as containing recyclables. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal, and replacement of recycling carts. Recyclables will be collected every other week. The cost for recyclables collections shall be as set forth in Exhibit B.
- c. If Solid Waste is set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall notify the Customer of the reason(s) for rejecting the pickup of materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to penalties due to lack of proper customer notification (See Section 13 of the Agreement).
  - i. Customers shall use the equipment (i.e carts) only for its proper and intended purpose. Customers shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customers may pay additional charges each time that a container is overloaded (by weight or volume) as set forth on Exhibit B.

- d. *Extra Waste.* The Contractor shall pick up additional bagged waste left outside of a regular trash cart for the fee listed on Exhibit B. The Customer shall bag the waste and place it alongside their cart on collection day. The Contractor will also pick up tree limbs and yard waste that is bundled for easy pick up for the same charge as if such waste was bagged. The Contractor shall document the extra waste that is picked up by capturing an image of the extra waste and shall include the additional applicable fees on the Customer’s next invoice.
  
- e. *Bulky/Large Item Collection.* Customers may submit a request for Bulky item pick up from the Contractor. This request can be made through the Contractor’s website, mobile application, customer service phone line or via electronic mail. Customers will be provided with a scheduled service day and instructions for setting out the large items. The Customer will be charged the rates set forth on Exhibit B for Bulky Items.
  
- f. *Recyclable Material Services.* The Recyclable Materials shall be collected every other week on the same day as solid waste collection, and shall be collected in one stream. The Contractor shall deliver materials to a licensed Materials Recovery Facility (MRF). If at any time during the term of the Agreement, the MRFs in the geographic area cease operation or processing of a specific commodity due to the material not being economically viable and the Contractor has no reasonable alternative for delivery of recyclable materials to a licensed MRF, the City and Contractor agree to negotiate, in good faith, a reasonable alternative agreed upon by both Parties. If a commodity listed under acceptable recyclable materials is not economically viable and will not be accepted by a licensed MRF, the City and Contractor agree to negotiate, in good faith, the removal of this commodity from the accepted recyclable materials list. In addition, the Contractor will communicate any changes to the Recyclable Materials to the Customers on a timely basis after such change, and such communication shall be reviewed and approved by the City prior to distribution.
  - i. Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, the Contractor shall notify the City Representative within three (3) business day with details of the incident/cause of the contamination. The Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.
  
  - ii. The Contractor shall at a minimum collect the following Recyclable Materials:

Table 1 - Recyclable Materials	
Recyclable Cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)

Office paper (white and colored)	Aluminum cans, clean foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

g. *Hours and Days of Operation.* The Contractor will limit regular collections between the hours of 7:00 am and 7:00 pm, Monday through Friday. Pick up may occur on Saturday or Sunday after previously designated and approved holidays. The Contractor will present its collection plan to the City for approval, and shall obtain the City Representatives approval prior to commencement of services. Any material modifications of the agreed upon collection plan shall be subject to prior approval by the City Representative.

h. *Service Routes.*

- i. *Initial Route Approval.* At least 60 days prior to the Services Commencement Date, the Contractor shall provide the City with a map indicating the day of the week collection Services will be provided to each Customer. The City shall review and approve the proposed map or work with the Contractor to revise the map, so that all Customers may be notified of their new collection date at least 30 days prior to the Services Commencement Date.
- ii. *Route Changes.* The Contractor may change the day of collection by giving notice at least 30 days prior to the effective date of the proposed change to and obtaining written approval from the City. Upon the City's approval, the Contractor shall provide affected Customers with at least 14 days written, telephone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice prior to sending it to Customers.
- iii. *Disruptions Due to Construction.* The City may construct any improvement or permit any such construction in any public street in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. The Contractor and the City shall develop a reasonable workaround to enable the Contractor to continue its collection Services. This shall be done at no extra expense to the City or the Customers.

i. *Holiday Schedule.* The Contractor will observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If one of the

observed holidays falls on a scheduled collection day, collection will be on the next succeeding business day, which shall include Saturdays. The Contractor will supply an annual calendar, at no charge, to the participating Customers showing what trash and recycling materials are to be set out each week and the collection days during holiday weeks.

j. *Severe Weather Protocol.*

- i. On days when the City closes or declares a late start due to severe weather or other emergency, the Contractor may suspend or delay service without prior approval of the City; however, the Contractor may, in its sole and absolute discretion, continue with collection Services on a day when the City closes or declares a late start. The City will post such notification on the City's website by 5 am local time. In situations where the Contractor seeks to suspend or delay service, but the City has not closed its facilities or declared a delayed start, the Contractor must notify the City Representative in writing by 7 am local time of the basis for the service suspension for that day. The Contractor shall use commercially reasonable efforts to avoid any service suspension or delay.
- ii. The Contractor shall collect any missed collections due to suspended service within one business day of the resumption of service (as determined by Contractor) unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.) The Contractor is authorized to perform collection Services after 7:00 pm during, or immediately after, disruptions due to inclement weather in order to finish the collection routes.
- iii. If severe weather requires a service suspension of two or more days in length, the Contractor may delay service of the necessary service days until the following regularly scheduled service day (for instance, if service must be suspended on Monday and Tuesday, Monday Customers' service may be delayed until the following service day so that Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)
- iv. If multi-day service suspensions take place over the course of multiple weeks, the Contractor shall adjust which day of service is delayed for one week. Any one service day shall not be delayed for more than one week (i.e. if storms take place on two Wednesdays in a row, Wednesday customers may have service delayed to the following week, but in the second week Thursday customers would be delayed so that no one set of

customers is without service for any longer than two weeks). The Contractor shall collect additional accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

k. *Missed Collections.* The failure of the Contractor to provide collection Services to a Customer that has been set out by the Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one business day of the Contractor's receipt of notification of the missed pick-up if notified prior to 4 pm. If the Contractor is notified of a missed pick-up by 9:00 am the following business day, the missed pick-up shall be collected that same day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 9 of the Scope of Work below).

i. *Missed Collection due to Customer - Return Trips.* In the event the Customer fails to place their carts out for collection Services by 7 am on the day of collection and misses the collection, the Customer may contact the Contractor and request that the Contractor complete the collection Services at an alternate time subject to payment of the Return Trip Fee set forth on Exhibit B. The Contractor will use commercially reasonable efforts to remind the Customer of the extra charge for the additional pick-up at the time of the request.

l. *Contractor's Personnel.*

- i. The Contractor's employees or subcontractors shall be courteous, refrain from loud or obscene language, exercise due care, perform their work without delay, minimize noise and avoid damage to public or private property. If on private property, the Contractor's personnel shall follow regular pedestrian walkways and paths, returning to the street after replacing empty containers. The Contractor's personnel shall not trespass, loiter, cross flower beds, hedges or property adjoining premises, or otherwise disturb any private property. While performing work under this Agreement, the Contractor's personnel shall wear an approved uniform with identifying badge or emblem visible to the average customer.
- ii. Each driver of a collection vehicle shall, at all times, carry a valid operator's license for the type of vehicle being driven.
- iii. If any of the Contractor's personnel performing collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the

Contractor with a request that such conduct be corrected. The Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of services under the Agreement. Any such request shall be made in writing and the Contractor shall comply with the request within 3 business days.

m. *Vehicles.*

- i. Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once every two (2) weeks. All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules, and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.
- ii. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged upon the Customer premises or the public streets and private roads. All collection and route supervisor vehicles used by the Contractor shall be equipped with a minimum 10 gallon capacity spill kit. Any equipment not meeting these standards shall not be used within the City until repairs are made. Clean-up of any discharge of liquid wastes or oils that occur from the Contractor's vehicles prior to them being removed from service shall be initiated by the Contractor within four (4) hours of being noticed/notified by route staff, Customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented and notice of such cleanup or removal shall be provided to the City in writing. The Contractor must notify the City within four (4) hours of when the Contractor should reasonably have known of the spill. Failure by the Contractor to notify, clean-up, or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 13 of the Agreement.

n. *Spillage.*

- i. All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being

loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

- ii. Any leakage or spillage of materials upon the road surface that occurs during collection or any associated spillage or leakage entering the City's municipal storm system shall in accordance with Chapter 13-40 of the Broomfield Municipal Code be immediately controlled and cleaned up at the Contractor's sole expense and shall notify the Director of Public Health at (720) 887-2220 of the incident. The Contractor shall be responsible for all City's costs in the event that City staff or contractors are required for spill containment or cleaning due to the Contractor's action. The Contractor shall document the fluid leakage, including taking pictures before and after clean-up or removal, and shall provide the documentation to the City's Representative. Leakage or spillage not cleaned up or removed by the Contractor within the required time frame shall be cause for performance fees, as described in Section 13 of the Agreement. Should a leakage or spillage occur during collection, the Contractor shall notify the City's Representative. The Contractor expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage. Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall document the reported leak or spillage, who reported the incident, and measures made to correct the incident and report this information via e-mail to the City's Representative within twenty-four (24) hours. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 13 of the Agreement.

**5. Suspending Customer Collection.** The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Carts, repeated failure to timely set-out Carts followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables, and repeated failure to pay invoices when due. The Contractor shall make every reasonable effort to provide Services to such Customers. However, the Contractor may deny or discontinue service to such Customers no earlier than the Customer being 60 days past due for payments, or after the Contractor uses commercially reasonable efforts to educate the Customer on their failures with an opportunity for the Customer to cure their failures. Once Services are discontinued, the Contractor shall communicate the cancellation to the Customer. Once the Contractor discontinues service, the Contractor will remove all Customer Carts. The Customer can request to restart Services with the Contractor one (1) month after the discontinuation of Services, but can be subject to future discontinuation of service if problems persist. The Contractor shall notify the City of Customers whose service is

discontinued through reporting of the opt-out parties as set forth in Section 2(d) above and the monthly reporting in Section 9(c) below.

**6. CARTS.**

- a. The Contractor shall purchase, assemble, and deliver all Solid Waste and Recyclable Materials carts to the Customers. Cart ownership will be retained by the Contractor throughout the term of this Agreement. The cost of the carts shall be included in the monthly rates as stated in the Pricing Sheet, Exhibit B. The Customer's bill shall not include a separate itemized line-item price for carts.
- b. The carts shall be new or lightly used, wheeled units and shall meet the following specifications:
  - i. The cart lid shall be distinct for Solid Waste and Recyclable Materials carts.
  - ii. Cart sizes available must be consistent with service levels above.
  - iii. Carts must be compatible with industry standard collection equipment.
  - iv. Carts shall be manufactured with a minimum of ten percent (10%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels.
- c. *Damaged Carts.* Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for all Contractor-provided carts, and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall then be made no later than one (1) month after the notice is documented. Any cart that is damaged or missing on account of an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or the City. In the event that a Cart is inadvertently lost into a collection vehicle during collection service due to mechanical or operator error, Customers shall be notified on the same day via an outbound call by customer service and a replacement cart shall be provided within three (3) business days of the loss. The Customer may also report damaged carts directly to the Contractor.
- d. *Replacement Carts.* Spare carts will be stored and managed by the Contractor. The Contractor must provide cart repair at no extra charge for labor (broken lids and wheels) and delivery of the replacement carts. Replacement carts and repair parts will be provided at the Contractor's expense and upon request by the Customer.
  - i. In the event that a Customer repeatedly (three (3) or more instances within a year) damages a Cart or requests more than one replacement cart during the term of the Agreement due to negligence or intentional misuse, the Contractor may charge the Customer a City-approved cart replacement fee.

- e. *Inventory.* Cart inventory must be maintained by the Contractor to satisfy Customer requests and any new residential developments and for the transition of HOA services from time to time.
- f. *Initial Start-Up Services.*
  - i. The Contractor shall affix information to carts at the time of delivery, which shall include the following:
    - 1. The information shall include but is not limited to guidelines and a service calendar.
    - 2. The information shall be designed collaboratively by the City and the Contractor with final written approval by the City Representative.
  - ii. The Contractor shall pay all printing and any other costs (such as cost for attaching to carts at delivery etc.) for the information.
  - iii. Upon receipt of a Customer complaint that Contractor delivered the incorrect size or type of cart, Contractor shall deliver correct carts and remove incorrect carts by the next scheduled service day for such waste stream.
- g. *On-Going Services - Exchange of Carts.* Customers may request to increase or decrease the size of their Trash Cart and/or Recycling Carts at any time by submitting a request to the Contractor. There will be no additional fees for requests to decrease the Cart size, and requests for an increase in Cart size shall be billed to the Customer at the fee set forth in Exhibit B (Note: Small carts are *not* available for Recycling Materials). Notwithstanding the foregoing, Customers will have a one-time right per household during the initial three (3) months of start of services to increase or decrease the size of their trash and/or recycling carts at no additional charge. Solid Waste cart exchanges will occur during the last week of the month to avoid prorations on the billing cycle. At the time the request is made, a customer service agent will advise the Customer what day the change will occur.
- h. *Cart Removal.* The Contractor shall remove all carts upon service cancellation within seven (7) days of the cancellation. The contents of removed carts shall be managed as if they were collected on a regular route. The disposal or recycling of materials accumulating in the Contractor's cart at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost.

## 7. COMMUNICATIONS.

- a. *Agreement Implementation.* The Contractor will use its expertise and knowledge to assist City staff in the transition to the Contractor's services being provided under this Agreement. The Contractor will develop a list of questions and issues and answers concerning the design, planning and implementation of the single-hauler trash and recycling collection program.

- b. *Program Commencement.* The Contractor will work with the City to provide service-oriented information to Customers and for developing and executing public education to encourage waste reduction and diversion. At least 3 months prior to the commencement of services within the City, the Contractor shall provide to the City Representative a comprehensive logistics and communications plan for the start of the collections Services, which plan shall be approved by the City, such approval not to be unreasonably withheld. The Contractor shall use commercially reasonable efforts to incorporate any feedback the City provides on improvements and enhancements to the logistics and communication plan.
    - i. Specifically, the plan shall include at least 30 days prior to the commencement of Service, the Contractor shall provide an 8-1/2" x 11" full-color leaflet to be distributed to each potential Customer. This insert will inform Customers of the specifics of the trash and recyclables collection program, including a collection schedule and calendar of Services as a visual guide, a listing of what materials can go into each waste stream, instructions on the proper handling of the collection carts, instructions on what Customers are to do with trash that does not fit into the collection carts, and other relevant information. At the same time, the Contractor shall provide a complete list of fees and services offered to each Customer. The contents of the insert shall be subject to approval by the City, and the Contractor will provide hardcopies for distribution.
  - c. *Additional Education.* In addition to providing the above educational information, the Contractor shall work with City staff to develop, provide and share educational information that will further improve the efficiency and waste diversion performance of the collection program. Such information shall include but not be limited to a dedicated City and County of Broomfield landing page website and integration of the Contractor's website as applicable. All educational communications to Customers must be approved by the City prior to publication.
  - d. *Public Informational Meetings.* At no cost to the City, the Contractor's management staff shall participate with City staff in all meetings necessary to introduce Contractor's services to participating residents. The Contractor will develop informational materials to hand out at these meetings, with the assistance of City staff.
8. **CUSTOMER SERVICE STANDARDS.** The Contractor shall be responsible for providing all customer service functions including informing residents of current services, handling resident special service requests, and resolving customer complaints. The Contractor shall provide customer service through an employee dedicated to the City's Agreement ("Dedicated Employee") and located at an office within the Greater Denver Metro Area for all service calls between 8:00 a.m. through 5:00 p.m. local time, Monday through Friday. The Contractor may utilize additional locally based employees as needed to accommodate routine Dedicated Employee absences. For calls outside of regular business hours, the Contractor may utilize a national customer service line.

**9. REPORTING REQUIREMENTS.**

- a. *General Requirements.* All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City Representative. Each report shall include information since the last report (monthly / quarterly / annual). Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month/quarter/year as applicable. Information within each topic area shall be sorted by Customer address unless otherwise specified below. For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials and Bulky Items. All reporting periods shall be based on a calendar year. The City reserves the right to request additional information mutually agreed upon by the City Representative and the Contractor.
  
- b. *Immediate Reporting.*
  - i. The Contractor shall notify the City Representative via email within twenty-four (24) hours in the following circumstances:
    - 1. The event of a serious accident involving injury or death.
    - 2. The Contractor shall notify the City Representative via email as well as immediately notifying the Director of Public Health at (720) 887-2220 in the event of any spill that enters a storm drain inlet or any significant spill.
  - ii. The Contractor shall send a report to the City Representative within three (3) business days if/when any of the following occur:
    - 1. Contaminated loads of Recyclable Materials that are rejected from processing facilities. The report shall include the date, service type, contamination type, situation that caused contamination, and any other relevant details.
  
- c. *Monthly Report.* The Contractor shall provide a monthly report on the following items:
  - i. *Materials Collected.* Scale-based weight data for Solid Waste, Recyclable Materials and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
    - 1. The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using a methodology acceptable to the City.
    - 2. If materials were delivered to more than one (1) facility, include the scale-based weight data for each facility.
    - 3. Contaminated Loads. This report shall also include information on contaminated loads of Recyclable Materials rejected from a processing facility and delivered to landfill facilities including the date, service type, contamination type, situation that caused the contamination and any other relevant details.
  - ii. *Customer Complaints.* For purposes of this report, a complaint is any customer contact other than a service change or information request. The Contractor and the City Representative will develop a list of complaint types that are mutually agreeable, which may include missed

collection, unsafe driving, spills, operating outside permitted hours, or other customer service issues.

1. The Customer Complaint report shall include the date of complaint, service address, complaint type, resolution, and date resolved.
  - iii. *Missed Collection.* This report shall include the date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.).
  - iv. *Accidents or Infractions.* Provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve the situation or prevent the situation in the future.
- d. *Quarterly Reports.* The Contractor shall provide a monthly report on the following items:
- i. *Customers.* This report shall contain the number of Customers receiving Services through the City contract and number of Customers opting out of the Services (i.e. charged the Minimum Service Fee or Opt-Out Fee).
  - ii. *Financials.* The report shall include the following:
    1. Any known performance violations and associated liquidated damages to be remitted to the City.
    2. Fees charged for the quarter sorted by fee type.
    3. Number of accounts over 90 days delinquent.
  - iii. *Customer Service.* This report shall include the following
    1. Number of customer communications including the date and type of customer service (complaint, service change, or information request) and summary of responses or resolutions.
  - iv. *Cart Activity.* This report shall include the type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If the Customer is changing cart size, include the initial and new cart size.
  - v. *New Opportunities.* The Contractor shall identify any new opportunities to decrease materials landfilled, increase reuse, recycling or composting of materials.
- e. *Annual Report.*
- i. *Customers.* Annual average of the number of Customers receiving Collection Services through the City contract and number of Customers opting out of the Services (i.e. charged the Minimum Service Fee or Opt-Out Fee).
  - ii. *Materials Collected.* Summary and monthly scale-based weight data for Solid Waste, Recyclable Materials and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management for each month of the year.
  - iii. *Annual Summary.* The report shall include an annual summary of the following:

1. Missed collections by Contractor expressed as a raw number and as a percentage of the Customers receiving Services through the City contract.
  2. Missed collections due to Customer (late set-out, blocked cart etc.) expressed as a raw number and as a percentage of the Customers receiving Services through the City contract.
  3. Number of contaminated loads of Recyclable Materials rejected by processor with brief notes of the cause.
  4. Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's collection Services.
  5. Annual Financial summary including:
    - a. Amount of liquidated damages remitted to the City.
    - b. Amount of fees charged, sorted by fee type.
    - c. Service rates charged to Customers.
  6. Summary of Bulky Item material collection by item type.
- iv. *New Opportunities.* The Contractor shall identify any new opportunities to decrease materials landfilled, increase reuse, recycling or composting of materials.
- f. *Available Upon Request.*
- i. The Contractor shall provide to the City copies of Customer invoices and tipping fees paid by the Contractor upon request.
  - ii. The Contractor shall provide the net cost for recycling service delivery per household upon request.

**EXHIBIT B  
PRICE SCHEDULE**

<b>Weekly Trash and Every Other Week Recycling Services</b> (All service levels include a large recycling cart)		
<b>Trash Cart Size</b>	<b>Service Fee</b>	<b>Extra Cart Fees (Recycling)</b>
32-gallon (Small Cart)	\$10.50	\$4.00 per month
64-gallon (Medium Cart)	\$19.43	\$4.00 per month
96-gallon (Large Cart)	\$29.93	\$4.00 per month
Extra Bags (Trash)	\$3.50 per bag	
Bulky Item Fee	\$25.00 per item	
Return Trip Fee	\$65.00 per trip	

The Minimum Service Fee (or Opt-Out Fee) equals the Small Cart Fee as adjusted from time-to-time.

Seniors (age 65 and over) and veterans will receive a 10% discount on the above referenced fees. Customers must request the discount to be eligible for the discount.

Cart Exchange Fees: Customers may request to increase or decrease the size of their Trash Cart and/or Recycling Carts at any time. There will be no additional fees for requests to decrease Cart sizes; Requests to increase Cart size will be subject to a \$25.00 change fee. (Note: Small carts will be available for Trash only.)

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including  
Pollution Liability**

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A-VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Pollution Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits– The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

**Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which the Contract are satisfied, the following:**

<b>Insurance Requirements - Including Pollution Liability</b>		
	<b>COVERAGES AND LIMITS OF INSURANCE</b>	<b>Required</b>
1.	<p><b>Commercial General Liability</b></p> <ul style="list-style-type: none"> <li>Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability.</li> </ul> <p><b>Note:</b> For contracts involving vendor/contractor contact with minors or at risk adults Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p>	<p>Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project aggregate for construction contracts)</li> <li>\$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)</li> </ul>
2.	<p><b>Automobile Liability</b></p> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>
3.	<p><b>Workers' Compensation</b></p> <ul style="list-style-type: none"> <li>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.</li> </ul> <p><b>Note:</b> This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$100,000 Each Accident</li> <li>\$100,000 Each Employee by Disease</li> <li>\$500,000 Disease Aggregate</li> </ul>
4.	<p><b>Environmental Liability Insurance</b></p> <ul style="list-style-type: none"> <li>Contractor/Vendor will purchase an environmental liability policy covering bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from contractor/vendors operations and completed operations.</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence/Aggregate</li> </ul>
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Pollution Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holder is:</b>                      City and County of Broomfield                      One DesCombes Drive                      Broomfield, CO 80020-2495  <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p>		

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to [RiskManagement@broomfield.org](mailto:RiskManagement@broomfield.org)