

RESOLUTION NO. R21-48

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH GREEN TECHNOLOGY SOLUTIONS TO PROVIDE ELECTRONICS RECYCLING DROP OFF BINS AND RELATED SERVICES AT THE CITY'S CONTAINER SITE.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Independent Contractor Service Contract ("Contract") recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

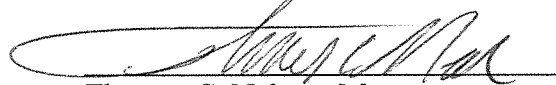
Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City's behalf.

Introduced at a regular meeting of the City Council on June 22, 2021, by Council Member McGee.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, This 22nd day of June 2021.

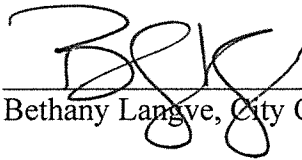
APPROVED by the Mayor this 22nd day of June 2021.

CITY OF LAUREL



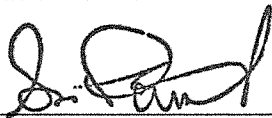
Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, City Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 22 day of June 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Green Technology Solutions, whose address is 350 South Billings Blvd, Suite 2A, Billings, Montana 59101, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City enters in this contract with Contractor as an independent contractor to perform for City the services described in the document entitled Official Green Technology Solutions Proposal, which is attached hereto as Exhibit "A" and by this reference made part of this contract.

B. Effective Date and Term. This contract is effective upon the date of its execution by both Parties and approval by the City Council. The term of the contract is one (1) year from the date of signing. The parties may extend the contract for additional like terms by mutual agreement, through a signed writing executed by the City's Mayor and Contractor's designated representative.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, applicable industry standards, and Exhibit "A."

SECTION TWO CONTRACT PRICE

Payment. City agrees to provide Contractor access to and space for placement of a minimum of three and maximum of eight green electronics recycling drop off bins as detailed in Exhibit A. Contractor agrees to pick up full bins as appropriate. Contractor is entitled to all green waste collected in its bins and as further described in Exhibit A. There is no cash payment required for the City or Contractor under this contract.

SECTION THREE CITY'S RESPONSIBILITIES

City shall provide Contractor access and adequate space at the City's Container site. Further, City agrees to notify Contractor when pick up is required.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall maintain all

equipment and materials utilized for this contract. Contractor shall supervise and direct the work to the best of his/her ability pursuant to the terms and conditions contained in Exhibit A.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor shall be usable and of suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. Contractor has examined the facilities and/or has made an examination/inspection. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

F. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

G. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

H. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. Contractor shall maintain insurance as provided in Exhibit A.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This Contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**


Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

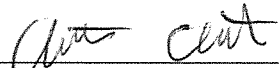
The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 22ND DAY OF JUNE 2021.

CITY OF LAUREL


Thomas C. Nelson, Mayor

CONTRACTOR


Anthony Overcast

ATTEST:


Bethany Langve, Clerk/Treasurer

Employer Identification Number

517 -31 -5538

Official Green Technology Solutions Proposal

Proposal Overview:

Green Technology Solutions has approached The City of Laurel about providing electronics recycling drop off bins at the Laurel Container Site. Below is the official GTS offer to the city in regards to bin quantity, bin delivery, bin servicing, etc.

Drop Off Bins:

The above stated container site will be provided with a minimum of four Green Technology Solutions green electronics recycling drop off bins. GTS can provide additional bins at the site upon request (up to 8 bins per location). An optional vehicle battery recycling pallet is available by request. The dimensions of the bins are 48" x 48" x 48" and have an estimated capacity of 500-1000 pounds of electronics/batteries per bin (estimated between 1,000-2,500 pounds at the site). Each bin has been waterproofed and sealed to ensure that the inside compartment is wind and water resistant.

Items Accepted:

Below is a brief list of items accepted:

1. Desktops, laptops, servers
2. Keyboards, mice, speakers
3. Flat screen TV's (plasma, LCD, LED)
4. Flat screen monitors
5. Cords, cables, chargers
6. Cell phones, tablets, other mobile devices
7. Computer parts/misc. parts
8. Old ink/toner
9. Every type of battery (*including vehicle batteries)
10. routers/switches
11. commercial/office equipment
12. Industrial equipment
13. DVD players, VCR's, Blu-Ray players, etc.
14. Radios, clocks, and other similar devices

15. Small kitchen appliances (microwaves, toasters, blenders, etc.)

16. *anything with a cord or batteries that isn't a CRT or projection TV

*for questions on additional items please visit www.greenmt.net or give us a call at (406) 206-5376

Items Rejected:

GTS will not accept any of the following items at the bin:

1. CRT monitors, CRT TV's, and Projection TV's
 - a. Due to the EPA and DEQ regulations GTS will be unable to accept any CRT's for processing at this time.
2. Paint, chemicals, and other hazardous waste
3. Old medications
4. medical/biological waste
5. Bulk scrap metal/large appliances *industrial/misc. commercial equipment is accepted on a case by case basis
6. Devices that contain freon
7. General recyclables such as plastic, paper, cardboard, etc.
8. CFL bulbs and tubes (*LED bulbs and LED tubes are accepted)

Bin Delivery:

GTS will deliver the recycling bins to the container site for free. The bin delivery dates are dependent on the lead times to build the bins (expect 3 weeks from the initial order date).

Electronics Pickups and Fees:

GTS will pick up from the container site for free. Once notified, GTS will pick up the contents of each bin within 3 business days. These pickup times are dependent on weather conditions.

Who Can Use the Bins:

The GTS drop off bins are open to the public during regular business hours of the container site. Due to this service being free, GTS would like the site to be open to both businesses and households at no charge.

Liability Insurance/Bin Repairs and Damage:

Each GTS bin will be fully insured under the GTS \$2 million general liability policy. In the event that a bin is vandalized/damaged GTS will implement all repairs necessary on the next pickup date for free.

To Sum it All Up:

1. GTS will provide 4-5 bins at the Laurel Container Site
2. Each bin will be fully insured under the GTS \$2 million general liability policy
3. GTS will deliver the bins for free
4. GTS will pick up the contents of the bins for free
5. GTS will maintain/implement all repairs necessary on the bins for free
6. GTS will accept almost every type of electronic device (CRT's/projection TV's are not accepted)
7. GTS will accept every type of battery including vehicle batteries

Additional Services Provided for Free:

GTS is one of the few recyclers that destroys every hard drive we receive. As a result, all hard drives GTS receives at the container site will be securely destroyed for free at our main 350 S Billings Blvd. Suite #2A facility (*includes drives still in desktops, laptops, servers, DVR's, and satellite boxes)

Addition Information:

For more information please call (406) 206-5376 or email us at info@greenmt.net