

Agenda Item: CA-e

Meeting Date: March 28, 2022

Subject: RESOLUTION NO. 22-27, A RESOLUTION APPROVING PORTABLE RESTROOMS AND SERVICES AGREEMENT WITH PORTABLE RESTROOM SOLUTIONS FOR THE DAONO MUSIC AND SPIRITS FESTIVAL

Presenter: Kaylin Miller, Community Outreach and Event Coordinator

Background: Resolution 22-27, approves agreement between the City of Dacono and Portable Restroom Solutions for portable restrooms for the Dacono Music and Spirits Festival. The cost of this service is \$5,431.50.

Recommended Action: Staff recommends approval of Resolution 22-27.

RESOLUTION NO. 22-27

A RESOLUTION APPROVING A CONTRACT WITH PORTABLE RESTROOM SOLUTIONS FOR EQUIPMENT RENTAL SERVICES FOR THE DACONO MUSIC AND SPIRITS FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:

Section 1. The proposed agreement between the City and Portable Restroom Solutions for Equipment Rental Services for the Dacono Music and Spirits Festival is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and is further authorized to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 28th day of March, 2022.

CITY OF DACONO, COLORADO

Adam Morehead, Mayor

ATTEST:

Valerie Taylor, City Clerk

Service Agreement - Portable Restrooms and Hand Wash Stations

Portable Restroom Solutions - PO Box 339, Ault, CO 80610

Office - (970) 834-1275

This Service Agreement No. 5021 covers all portable restrooms (units) and hand wash stations.

Company Name City of Dacono	Billing Address Attn: Kaylin Miller PO Box 186 512 Cherry St	State Zip Dacono, CO 80514
Office Phone: 303-833-2317 X124	Responsible Party: City of Dacono	
Office Fax:	SSN and/or Tax ID No.	

SPECIAL EVENT - FLAT RATE
Dacono Music and Spirits Festival 2022

1 ADA, 32 Std, 5 Hand Wash Stations (Units)	\$6,390.00*	Flat rate includes: Delivery, set-up, soap/hand sanitizer, paper products and pick up.
Units will be delivered on Friday, Aug 5 and pick up will be Monday, Aug, 8, 2022		Once units are placed an additional fee of \$35.00 per unit for relocation.
PRS discount of 15%	(\$958.50)	Total due = \$5,431.50
A Nonrefundable Deposit of \$2,715.75 must be received by July 15, 2022	\$2,715.75* (Nonrefundable)	The remainder is due prior to or at time of delivery.

*Cash or Check payment is preferred. Credit card payment subject to a convenience fee of 3%.

**PRS must receive final payment of \$2,715.75 prior to or at time of delivery. PRS will not drop units until final payment is received.

Services Rendered. Portable Rental Systems, Inc. (PRS) agrees to furnish Portable Restroom Services, and where applicable, sanitizing of equipment specified above to include: walls, urinal, seat, and decking. In return, the undersigned "Customer" agrees to make the payments as provided for herein and to be bound by the terms and conditions of this Agreement.

Term. This Agreement is for a term beginning with the effective contract date and continuing for the estimated duration of the Customer's project(s) (in 4-week increments [28 days]) as specified above, but in no event less than 28-days from the effective contract date. "Effective contract date" is the date unit is delivered to Customer's project. Minimum charge is one billing cycle (28 days).

Payments. Customer shall pay PRS according to the terms set forth on the Customer invoice for the services and/or equipment furnished by PRS in accordance with the charges and rates provided for herein. Payment shall be made by Customer to PRS within ten (10 days) of the receipt of an invoice from PRS. PRS may access, and Customer agrees to pay, a service charge of \$20.00 per billing cycle per unit for all past due balances. PRS also may charge customer \$100 to pick up equipment due to non payment.

Waste Material. The waste material to be collected and disposed of by PRS pursuant to this Agreement is septage excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous material. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable state law. PRS shall acquire title to the waste material when it is loaded into PRS trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless PRS from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

Liability for Equipment. Customer acknowledges acceptance of the care, custody and control of equipment owned by PRS subject to the Agreement, and accepts responsibility for the equipment and its contents, except when it is being physically handled by PRS employees. Customer expressly agrees to defend, indemnify and hold PRS harmless from and against any and all claims for loss or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement. Customer agrees to return equipment in the same condition it was delivered. Customer agrees to pay charges for excessively soiled or vandalized equipment at the hourly rate of \$50.00 per hour plus supplies, unless Customer accepts the Damage Waiver. Alternatively, Customer may acquire insurance coverage of at least \$500,000 to satisfy its obligation to indemnify, defend, and hold PRS harmless under this provision. A copy of such insurance coverage shall be provided to PRS within 10 days of execution of this Agreement.

Damage to Pavement. Customer acknowledges that PRS shall not be liable for any damages to pavement, curbing, or driving surface resulting from service provided by PRS relative to the subject equipment.

Disposal and Fuel Adjustments. PRS reserves the right, without prior notice, to adjust the rates hereunder based upon increases in fuel and sewage disposal costs.

Other Rates Adjustments. PRS may adjust the rates hereunder from time to time to reflect the percentage increased in the Legal or (if none, the "U.S. city average") Consumer Price Index of Urban Wage Earners and Clerical Workers (all items) published by the U.S. Department of Labor and Statistics. PRS also may adjust the rates hereunder in an amount in excess of such percentage increase without Customer's approval.

Changes. Changes in the type, size and amount of equipment, and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evident by the practices and actions of the parties.

Failure to Perform. In the event Customer fails to pay PRS all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and PRS refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by PRS as a result of such action, including, to the extent permitted by law, reasonable attorney's fees with personal guaranties: waive the construction loan as affects Mechanic's Lien.

Conditions of Excused Performance. PRS shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, weather, strikes, riots, fires, or acts of God. Customer shall, however, be obligated to perform notwithstanding contingencies beyond its or PRS' reasonable control including, but not limited to, weather, strikes, riots, fires or acts of God, unless otherwise agreed between the parties.

Assignment. Neither party shall assign this Agreement without the prior written consent of the other party, except that PRS without Customer's consent, may assign this Agreement to any person or entity affiliated with PRS.

Binding Effect. This Agreement is a legally binding contract on the part of both PRS and Customer and their respective heirs, successors and assigns in accordance with the terms and conditions set out herein. By accepting delivery of the portable toilet and accessories, Customer automatically agrees to the above terms and conditions and to terms and conditions on billing statement.

Governing Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the State of Colorado.

Signature: _____ Title: _____ Date: _____
Agent

Please Print Your Name: _____

PRS: _____ Title: _____ Date: _____
Agent