

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO**, (that intergovernmental agreement, the “Agreement”).

1. DEFINITIONS:

(a) “Agreement” means this intergovernmental agreement entered into by the City and DPS concerning trash and recycling services.

(b) “City” means the City and County of Denver.

(c) “District” and “DPS” mean Denver Public Schools.

(d) “DPS Designee” means a person delegated by the DPS Superintendent’s Office who will act as the main contact for the District in administering this Agreement.

(e) “City Designee” means a person delegated by Solid Waste Management who will act as the main contact for the City in handling collection service issues and changes in service at DPS facilities.

(f) “contaminant” means all materials that in the sole discretion of the Director are either unacceptable or problematic when intermixed with Recyclables in the City’s recycling program, and as of the Effective Date, includes any plastic item (excluding plastic bottles), such as bags, wrappers, tubs, plates, six pack rings, flower pots, crates, trays, and utensils; milk and juice cartons; tissue paper, napkins or paper towels, paper plates, paper cups and paper bowls; styrofoam, foil-coated paper; food; liquids; photographs; carbon paper; toys; full aerosol cans; paint cans; scrap metal; wire; hangers; light bulbs; window and mirror glass; beverages glasses (ceramic and glass).

(g) “Director” means the director of the Division of Solid Waste Management.

(h) “Disposal” means the final deposition of Refuse into landfill.

(i) “diversion” means activities that reduce the Disposal of Refuse.

(j) “Division” means the City’s Division of Solid Waste Management, Department of Public Works.

(k) “mixed paper” means paper that consists of miscellaneous office records, including without limitation file folders, correspondence records, manila envelopes, obsolete forms and files, junk mail, paperboard, cardboard, newspaper, magazines, colored paper, white and computer printout and various other types of paper. Mixed Paper may contain paper clips, staples and other small fasteners. It may not contain plastic binders or binding.

(l) “party” and “parties” refer only to a named party (or named parties) to the Agreement.

(m) Except in regard to duration of the Agreement, the word “term” means “terms, conditions, and covenants”.

(n) “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation” unless specifically qualified by words of limitation.

(o) “prohibited waste” means hazardous waste, designated waste, medical waste or sewage sludge as those terms are defined under state law. Prohibited Waste also includes construction debris, furniture, dirt and sod. Routine Facility Maintenance activity waste is acceptable. Contractor waste is prohibited.

(p) “recycling” means sorting, cleaning, treating and reconstituting materials that would otherwise be disposed of, and returning them to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards necessary for use in the marketplace. Recycling does not include incineration, pyrolysis, distillation, gasification or other high-temperature conversion.

(q) “recyclables” means all materials that the City accepts and that, in the sole determination of the Director, are capable of being recycled through its program, and as of the Effective Date includes corrugated cardboard; office paper, such as white ledger paper and mixed paper; magazines and catalogs; newspaper; junk mail; paper bags; phone books; aluminum cans, aluminum foil and pie tins; steel cans and empty aerosol cans; glass bottles and jars; plastic bottles with a neck or opening smaller than the base of the container.

(r) “refuse” means all discarded materials from DPS facilities other than Recyclables.

(s) “Services” means the trash and recycling generally identified in subparagraph 3 (a) and as more particularly described in the SOW.

(t) “Scope of Work” and “SOW” means the scope of work set forth in Exhibit A.

(u) “Compost material” means yard rubbish, food waste, facility kitchen garbage, and paper products all of which as acceptable to the manager of public works.

(v) “Facility kitchen garbage” means waste from the preparation, cooking and consumption of food, condemned food products and all refuse and waste from the handling, storage, preparation and use of produce originating in kitchens, food preparation facilities, and food preparation areas located all of Denver Public School’s facilities.

2. TERM: The term of the Agreement is from September 1, 2015 through June 30, 2017 (“Term”).

3. SERVICES TO BE PERFORMED: Subject to the terms of the Agreement, the City shall provide trash and recycling Services as those are more particularly described in Exhibit A. The District’s obligations regarding the Services are also set forth in Exhibit A.

4. COORDINATION; LIASON: For the purposes of the Agreement, the Director is the authorized representative of the Manager of the Department of Public Works. As set forth in Exhibit A the parties will identify their respective designees to serve as the primary contact for

that party on day-to-day administration of the Agreement. Additionally, the City will provide DPS with a 24 hour, 7 day emergency phone list.

5. OWNERSHIP OF RECYCLABLES: At the time the recyclables are deposited into the City's recycling containers, those materials become the property of the City. The City is entitled to all revenue generated from recyclables.

6. COMPENSATION; PURCHASE PRICE CREDIT:

(a) Compensation. Based on current volumes of trash and expected recycling participation, the parties expect the maximum amount to be paid to the City during the Term of the Agreement to be approximately **Nine Hundred Thousand Dollars (\$900,000)**. This estimation is provided solely for purposes of compliance with the parties' respective contracting procedures and does not affect the District's payment obligations under the Agreement. The City shall bill DPS for the Services in accordance with the rates set forth in Exhibit B. The Division shall submit monthly invoices to the District's Accounts Payable Department by the Fifteenth day of each month. Subject to subparagraph 6 (b), DPS shall pay the City by the due date specified in the invoice, which due date may not be less than 30 days from the invoice date. Late payments are subject to interest at a rate of one percent (1.0 %), which interest will commence to accrue on the 35th day after the due date and will continue to accrue at that rate until paid in full. If there is a dispute regarding the amount due, provided notice of the dispute is given in accordance with the terms of the Agreement, no interest may accrue on disputed portions of the outstanding amount owed; provided however that if DPS does not prevail on the dispute, interest will accrue back to the thirty-fifth (35th) day after the due date as provided above. Undisputed amounts are, however, due on the due date and subject to interest if not timely.

7. RATE ADJUSTMENT: The rates set forth in Exhibit B are subject to change annually based on the year-end change in the Consumer Price Index for urban consumers Denver-Boulder-Greeley published by the U.S. Department of Labor, Bureau of Labor Statistics. By March 31 of each year the City shall submit any change in rates to DPS. Rate changes will become effective the following July 1. If the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish that index, the parties shall substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar so as to carry out the intent of this provision.

8. REPORTING: The Division shall submit bi-annual reports to DPS indicating the number of refuse and recyclables containers, frequency of collection for each DPS facility, recyclables data and estimates of tonnage collected.

9. NOTICES: Whenever a notice is either required or permitted to be given, unless otherwise indicated with regard to a particular notice, it must be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by either party. Copies of all notices must also be sent by e-mail to the respective parties at the e-mail addresses provided by the parties for such notices.

If to the City:

Director
Solid Waste Management
Department of Public Works
2000 W. 3rd Ave., 3rd Floor
Denver, Colorado 80223

Manager of Operations
Solid Waste Management
Department of Public Works
2000 W. 3rd Ave., 3rd Floor
Denver, Colorado 80223

With copies to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

If to DPS:

Superintendent
Denver Public Schools
900 Grant Street, Room 702
Denver, Colorado 80203

With copies to:

General Counsel
Denver Public Schools
900 Grant Street, Room 702
Denver, Colorado 80204

Executive Director of Facilities Management
Denver Public Schools
2800 West Seventh Avenue
Denver, Colorado 80203

10. LIABILITY:

(a) DPS is responsible for any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees, incurred as a result of any action or omission of DPS or its officers, employees, and agents in connection with the subject matter of the Agreement.

(b) The City is responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by the City, or its officers, employees, and agents in connection with the subject matter of the Agreement

(c) Nothing in the Agreement constitutes a waiver of the notice requirements, defenses, immunities and limitations the City or DPS have under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or DPS by law.

11. INSURANCE:

(a) Each party shall secure and maintain throughout the Term, statutory worker's compensation and liability insurance. The specific terms and amounts of each required coverage will be determined in the sole discretion of each party for their respective coverages. Each party is responsible for payment of any deductibles for their respective coverages. Each party shall retain the option of discharging this obligation by means of self-insurance.

(b) Each party shall secure and maintain property insurance for the facilities and personal property they respectively own. The specific terms and amounts of each party's property coverage will be determined in the sole discretion of that party. Each party shall be responsible for payment of any deductibles for its property coverage. Any loss that involves facilities of both parties will be adjusted and repaired separately under each party's property insurance program. Each party shall retain the option of discharging this obligation by means of self-insurance.

12. DEFAULT/REMEDIES:

(a) Except as otherwise provided herein, in the event either party should fail or refuse to perform according to the terms of the Agreement, such party may be declared in default thereof.

(b) In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of sixty (60) days, from receipt of notice of the default from the non-defaulting party, within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may: (a) terminate the Agreement; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

13. NON-APPROPRIATION:

(a) The obligation of DPS for all or any part of its performance or payment obligation hereunder, whether direct or indirect, extends only to the payment of funds duly and lawfully appropriated by the Board of Education for the purpose of the Agreement. In the event the Board of Education for DPS fails to annually appropriate sufficient funds to pay for DPS's necessary costs to fulfill its obligations under the Agreement for any DPS fiscal year, DPS shall consult with the City concerning any reduction in service by DPS before any reduction is implemented. The reduction of the Services will not constitute a default under the Agreement.

(b) The obligation of the City for all or any part of its performance or payment obligation hereunder, whether direct or indirect, will extend only to the payment of funds duly and lawfully appropriated by the City Council for the purpose of the Agreement, and paid into the Treasury of the City. In the event the City Council fails to annually appropriate sufficient funds to pay for the City's necessary costs to fulfill its obligations under the Agreement for any City fiscal year, the City shall consult with DPS concerning any reduction in service by the City

before any reduction is implemented. The reduction of the Services will not constitute a default under the Agreement.

(c) Each party shall timely and properly budget for, request, and pursue the annual appropriation of sufficient funds to meet its obligations hereunder from that party's legislative body(ies) and shall pursue all available appeals and reviews of any denial or rejection of such requested appropriation.

14. FORCE MAJEURE:

a. Definition. As used in the Agreement, a “*Force Majeure* Event” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:

- (1) The act or event prevents a party (the “Nonperforming Party”), in whole or in part, from:
 - (A) Performing its obligations under the Agreement; or
 - (B) Satisfying any conditions to the Performing Party’s obligations under the Agreement.
- (2) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.
- (3) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

b. Acts and Events Included in the Definition of Force Majeure Event.

(1) *Included Acts and Events.* In furtherance of the definition of *Force Majeure* Event and not in limitation of that definition, each of the following acts and events is deemed to meet the requirements of Section 14(a) and to be a *Force Majeure* Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, any change of law, strike, work-to-rule action, go-slow or similar labor difficulty, each on an industry-wide, region-wide or nationwide basis.

(2) *Other Included Acts and Events.* The list of *Force Majeure* Events set forth in subsection (1) is not exhaustive, and the principle of *ejusdem generis* is not to be applied in determining whether a particular act or event qualifies as a *Force Majeure* Event under Section 14(a).

c. Suspension of Performance. If a *Force Majeure* Event occurs, the Nonperforming Party is excused from whatever performance is prevented by the *Force Majeure* Event to the extent prevented; and from satisfying whatever conditions precedent to the Performing Party’s obligations that cannot be satisfied, to the extent they cannot be satisfied. Despite the preceding sentence, a *Force Majeure* Event does not excuse any obligation by DPS to make any payment required under the Agreement.

d. Resumption of Performance. When the Nonperforming Party is able to:

(1) Resume performance of its obligations under the Agreement, or

(2) Satisfy the conditions precedent to the Performing Party's obligations, it shall immediately give the Performing Party written notice to that effect and shall resume performance under the Agreement no later than 3 business days after the notice is delivered.

e. Exclusive Remedy. The relief offered by this *Force Majeure* provision is the exclusive remedy available to the Nonperforming Party with respect to a *Force Majeure* Event.

14. DISPUTE RESOLUTION: In the event that the parties are unable to resolve disputes arising as a result of the Agreement, the parties shall make a good faith effort to participate in a tiered dispute resolution process. The tiered process must be exhausted before seeking redress in a court of law. In the event of a dispute at the staff level, the Principal and the Manager will attempt to resolve the dispute. If the Principal and the Manager are unable to resolve a dispute, the dispute is subject to dispute resolution under the procedure set forth in D.R.M.C. § 56-106(b) – (f).

15. AMENDMENTS: The Agreement may only be amended through a formal amendment to the Agreement, which is approved and executed by the parties hereto.

16. STATUS OF PARTIES: The District's employees and officers are not and may not be considered to be employees or officers of the City other under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. The City's employees and officers are not and may not be considered to be employees or officers of the District for any purpose whatsoever.

17. CONFLICT OF INTEREST: The parties agree that no official, officer or employee of the City may have any personal or beneficial interest whatsoever in the Services or property described herein, and further, DPS may not hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

18. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms of the Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the City and DPS; and nothing contained in the Agreement will give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the City and DPS that any person other than the City and DPS receiving services or benefits under the Agreement will be deemed to be an incidental beneficiary only.

19. GOVERNING LAW; VENUE: The Agreement is subject to and will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code (including any applicable rules and regulations promulgated pursuant thereto) and Executive Orders of the City and County of Denver are expressly

incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

20. COMPLIANCE WITH ALL LAWS: The City shall perform all Services in compliance with all applicable laws, rules, regulations and codes of the United States and State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

21. ASSIGNMENT: Neither party may voluntarily or involuntarily assign any of its respective rights or obligations under the Agreement or subcontract performance obligations without obtaining the prior written consent from the other party. Any attempt to assign rights or obligations or subcontract performance obligations without such prior written consent will be void and, at the non-breaching party's option, automatically terminate the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the party that assigned or subcontracted remains responsible to the other party; and (ii) it shall not create a contractual relationship between the subcontractor or assignee and the non-breaching party.

22. BINDING EFFECT: The writing, together with the exhibits hereto, is the entire agreement between the parties' officers, employees, agents and assigns and will inure to the benefit of their respective survivors, heirs, successors and assigns.

23. ENTIRE AGREEMENT: The Agreement, along with all addenda, exhibits, and other documents incorporated herein, constitutes the entire agreement of the parties. Covenants or representations not contained in the Agreement will not be binding on the parties

24. SEVERABILITY: In the event any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the holding will not invalidate or render unenforceable any other provision of the Agreement.

25. EXECUTION OF AGREEMENT: The Agreement is expressly subject to, and will not be or become effective or binding on the City and DPS until fully executed by all signatories of DPS and the City and County of Denver.

26. LEGAL AUTHORITY: DPS represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement

27. GENERAL CONSTRUCTION: Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders, including memoranda thereto, as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto.

28. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

29. ORDER OF PRECEDENCE: The Agreement consists of the recitals, the numbered paragraphs, and the documents listed below, which are incorporated into the Agreement and unless otherwise indicated below are attached to the Agreement. The terms found in numbered paragraphs of the Agreement control over any conflicting or inconsistent provisions in the exhibits.

Exhibit A, Scope of Work
Exhibit B, Rate Sheet

30. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. The District consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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SIGNATURE PAGES FOLLOW

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201523003-00

Contractor Name: Denver Public Schools

By: David A. Sypp

Name: David A. Sypp
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Approved As To Form: [Signature]
General Counsel
Denver Public Schools



Exhibit A

Scope of Work Refuse, Recycling and Composting Collection Services for Denver Public Schools

City Obligations

(Equipment and Containers)

Provide and Maintain Refuse Collection Containers

1. ***Provide dumpsters or appropriate exterior containers for Refuse to all DPS sites.*** The number of exterior Refuse containers will be assigned to DPS facilities by the Division based on what is reasonably necessary for sanitary Refuse collection.
2. Provide all exterior Recycling collection containers at sites for the implementation of recycling collection. Where carts are used for collection, they may be brought inside also.
3. Provide 18 gallon, purple interior containers for Recyclables in classrooms, offices, lunchroom, hallways, etc.
4. Deliver within 3 business days additional exterior or interior containers that are requested in writing by the DPS Designee and deemed reasonably necessary by the Division for the services being provided. Note: The Division will only be able to meet the 3 business day deadline for additional carts once the recycling program has been implemented at a site.
5. Own all exterior and interior containers provided to DPS facilities. These containers will remain the property of the City at all times.
6. Repair or replace all exterior (including dumpsters) or interior containers determined unsuitable for the services provided due to unsightliness, unsafe condition, or some other reasonable cause.
7. Ensure all exterior containers (including dumpsters) have plastic lids.
8. Work with DPS to provide appropriate signage, and locks and keys for dumpsters as needed.

(Time and Manner of Collection)

9. Provide removal of Refuse and Recyclables from exterior containers in a safe, timely and workman like manner from all DPS facilities as designated in **Appendix 1 – Part 1 and Part 2**.
10. All DPS facilities serviced by the Division will receive Refuse collection services 2 times/week. The Division will evaluate service levels and capacity as the comprehensive recycling program aids in reducing waste at each school. The Division will assess Refuse service type and levels and change these as the Division determines is necessary. Before instituting these changes, the Division will confer with DPS.
11. Provide weekly or every-other-week collection schedules for Recyclables at each DPS facility and upon mutual agreement with the DPS Designee.

12. Follow DPS rules regarding collection times, including providing collection prior to 7:00 PM, avoiding the beginning and start times for schools and never having a vehicle on the playgrounds during recess or lunch.
13. Provide Refuse/Recyclables an/or Composting collection on the next business day, in the event that a holiday the City observes falls on a scheduled collection date.
14. Leave all exterior containers and their enclosures reasonably clean and in a safe condition.
15. Return exterior containers to their original position within enclosures following each time they are serviced and notify DPS immediately if this cannot be accomplished on any given day.
16. Offer “on-call” emergency collection service within 24 hours to requests authorized in writing by the DPS Designee for DPS facilities experiencing Refuse or Recyclables overflow due to unique and special circumstances, such as a large special event, but not due to public dumping. Annual scheduled occurrences, such as the end of school year increase in volumes, will be accommodated by increased collections for each site as scheduled by the Division.
17. Provide Roll Off services when needed and requested in writing. Division requires one weeks notice for need of roll off service.
18. Complete collection of Refuse or Recyclables, within 1 business day that notification of a partial or missed collection is made by the DPS Designee by phone or email, unless the Division documents and notifies DPS that collection was not reasonably possible due to set out locations being blocked by cars, deliveries, etc. or the site not having their Recycling carts set out on time (7AM).
19. Monitor individual loads of Recyclables from DPS facilities and notify individual sites of unacceptable amounts of Contaminants through audit tags, emails and phone calls.
20. Notify the DPS Designee when despite education efforts by the Division, exterior containers for Recyclables at a DPS facility are continually grossly contaminated (to the point that the container is 25% Contaminants) or set out improperly (incorrect spacing or location or set out late) and work with the DPS Designee to correct the problem.
21. Reserve the right to temporarily cancel collection of Recyclables at any DPS facility that cannot successfully work with the DPS Designee and the Division to resolve contamination or set out problems. Increased trash collection would be provided if needed in this instance.
22. DPS can add new collection sites as agreed upon.
23. Reduce collection schedules as agreeable, with reduced rate structure, at sites closed during summer months. In April of each year, DPS Designee will provide the Division with a list of schools and the dates they will be open during the summer, so the Division can plan the summer collection schedule accordingly.

(Recycling Education Program)

24. As the City determines is necessary, it will conduct presentations at Professional Development Days for DPS facilities managers, nutrition services staff and Administrators to familiarize them with the program and solicit their support.

25. Work with DPS Designee to maintain education at each DPS facility and work with identified Recycling Coordinator for each facility.
26. Maintain ongoing recycling communications with Recycling Coordinators and schedule education efforts such as staff presentations as needed.
27. Provide brief recycling presentations for staff, complete walk throughs with the Recycling Coordinator and provide school-wide assemblies for DPS facility as part of a comprehensive recycling education program to ensure maximum Diversion. Education services will be evaluated based on school/facility need and available Division staff resources.
28. Provide supplemental educational materials such as classroom posters and curriculum to all DPS facilities.
29. Follow-up with DPS Recycling Coordinators and the DPS Designee as needed to assess and address program challenges and successes.

(Composting Collection Services)

30. Make composting collection services available to eligible schools. Eligible schools will be determined by the Division based on the boundaries of existing residential composting collection routes.
31. The cost for composting collections services is detailed in Exhibit B-1.
32. Invite eligible schools to participate in the service, and required them to complete an application for service to document a commitment level by the principal, the facility manager, and the staff and students to maintain and monitor the program to ensure only compostable materials are being included in the collection containers, and to ensure the school maintains the cleanliness of the collection containers. Once an application is submitted the Division will approve all schools accepted. An application does not automatically mean service will be provided.
33. Work with participating schools to designate a composting coordinator to monitor the program and communicate with the Division staff.
34. Speak at staff meetings and provide school-wide assemblies to prepare chosen schools to participate in the compost collection program.
35. Provide all external collection containers. External collection containers will be wheeled carts and may be used inside for collection as deemed appropriate by the school.
36. Provide weekly composting collection at each eligible participating school upon mutual agreement with the DPS Designee.

(Missed Collection)

37. Complete collection of Refuse, Recyclables and Compostables, on the same day if such request comes before noon or within 1 business day from notification if request is received after noon. Notification of a partial or missed collection is made by the DPS Designee by phone. The City maintains the right to notify the District if that collection was not reasonably possible due to set out locations being blocked by cars, deliveries, etc. or the site not having their recycling or composting carts set out on time (7AM). If scheduled service is not performed by the close of business on the scheduled collection day, the Division will provide collection in the next business day.

(Records and Billing)

38. The Division will bill DPS for each site collected on a monthly basis for Refuse collection. Each site added for recycling collection will be billed an additional fee each month. Appendix B - Rate and Fee Schedule in the IGA details collection rates.
39. Track and report number of Refuse, Recyclables and Composting containers and frequency of collection for each DPS facility.
40. Track Refuse, Recyclables and Composting data and report bi-annual tonnage estimates for DPS.

DPS Obligations. DPS shall comply with conditions of Service set forth below.

1. Designate a lead contact (“DPS Designee”) to work with the Division in coordinating the initial implementation of Refuse and Recyclables collection from DPS facilities and to serve as the main line of communication between the Division and DPS.
2. Contact only the Division Designee for service issues and changes in service levels.

(Equipment and Containers)

3. Use exterior containers provided by the Division only for the purpose of Refuse, Recyclables or Composting collection.
4. Use interior containers provided by the Division only for the purpose of Recyclables collection.
5. Submit written requests to the Division Designee through the DPS Designee for the removal of excess exterior and/or interior containers and/or for reasonably necessary additional containers.
6. Purchase their interior Refuse and compost containers, not provided by the Division.
7. Maintain all interior containers for Recyclables and Composting for cleanliness and appearance and keep exterior containers and the area around them clean and free of graffiti. DPS will remove graffiti from containers on their property.
8. Place Recyclables containers provided by the Division in each classroom, office, break room, lunchroom and other areas in each DPS facility as needed to ensure maximum Diversion.

(Time and Manner of Collection)

9. Submit written requests to the Division Designee through the DPS Designee for the approval of decreases or reasonably necessary increases in collection frequency for Refuse and/or Recyclables.
10. Properly dispose of Prohibited Waste through DPS Construction Services and not in any containers provided by the Division.
11. Follow the conditions for participation in the City’s Refuse collection program. These conditions include:

- a. Bag all Refuse to prevent litter and odor.
 - b. Tie loose branches in bundles no longer than 4 feet in length and weighing no more than 50 pounds. No branches may exceed 4 inches in diameter.
 - c. Set exterior containers away from building overhangs or other overhead obstructions.
 - d. Leave 2 feet of clearance on either side of exterior containers, so City trucks can safely empty containers without causing damage.
 - e. Place all Refuse inside exterior containers for collection and not leaving any Refuse stacked on the ground or leaned up against containers, walls, etc.
 - f. Set exterior containers out for collection no later than 7AM on scheduled collection days.
 - g. Keep all exterior containers' lids closed.
 - h. Avoid overfilling exterior containers.
 - i. Maximize space in dumpsters by placing items in the rear of the dumpster first.
- 12.** Follow the conditions for proper participation in the City's *single stream* recycling program. These conditions include:
- a. Mixing all Recyclables together in collection containers.
 - b. Leaving 2 feet of clearance on either side of exterior containers, so City trucks can safely empty containers without causing damage.
 - c. Setting exterior containers away from building overhangs or other overhead obstructions.
 - d. Setting exterior containers out for collection by no later than 7AM on scheduled collection days.
 - e. Flattening and cutting all cardboard boxes into pieces of no larger than 2 ft. by 2 ft. so easily emptied from exterior containers.
 - f. Keeping all exterior containers' lids closed.
 - g. Limiting the amount of shredded paper placed in containers, not placing loose shredded paper in containers, and bagging all shredded paper inside closed paper bags before placing it in containers.
 - h. Placing all Recyclables (including cardboard) inside exterior containers for collection and not leaving any Recyclables stacked on the ground or leaned up against containers, walls, etc.
 - i. Ensuring Recyclables are reasonably clean before placing in interior and exterior containers.
 - j. Preventing Contaminants from being placed in containers including prohibiting the use of plastic bags in the recycling container.
 - k. Avoid overfilling exterior containers.

13. Follow the conditions for proper participation in the City's *Composting Collection* program. These conditions include:
 - a. Leaving 4 feet of clearance on either side of exterior containers, so City trucks can safely empty containers without causing damage.
 - b. Setting exterior containers away from building overhangs or other overhead obstructions.
 - c. Setting exterior containers out for collection by no later than 7AM on scheduled collection days.
 - d. Keeping all exterior containers' lids closed and maintain the cleanliness of containers.
 - e. Placing all Compostable materials inside exterior containers for collection and not leaving any compostable materials stacked on the ground or leaned up against containers, walls, etc.
 - f. Preventing Contaminants from being placed in containers. Including prohibiting the use of plastic bags.
 - g. Avoid overfilling exterior containers.
14. Set out exterior containers for collection only at predetermined locations that are mutually agreed upon by the Division Designee and DPS Designee for each DPS facility.
15. Submit written requests to the Division Designee through the DPS Designee for the approval of reasonably necessary changes in set out locations.

(Recycling Education Program)

16. As the City determines is reasonably necessary, arrange for the Division to present at Professional Development Days for DPS facilities managers, nutrition services staff and Administrators in order to familiarize them with the program and solicit their support.
17. Ensure each facility designates a DPS Recycling Coordinator.
18. Ensure DPS Administrators work with the Division to schedule in a timely and efficient manner, staff meeting presentations, site checks and school-wide assemblies for each DPS facility as part of a comprehensive recycling education program to ensure maximum Diversion.
19. Follow-up with the City as needed to assess and address program challenges and successes.
20. Utilize the authority of the Superintendent's Office through memos, e-mail bulletins and phone calls as needed to garner full cooperation from all DPS employees in program implementation and education efforts.

(Composting Education Program)

21. As the City determines is reasonably necessary, arrange for the Division to present at Professional Development Days for DPS facilities managers, nutrition services staff and Administrators in order to familiarize them with the program and solicit their support.
22. Ensure each eligible facility designates a DPS Composting Coordinator.

23. Ensure DPS Administrators work with the Division to schedule in a timely and efficient manner, staff meeting presentations, site checks and school-wide assemblies for each eligible DPS facility as part of a comprehensive composting education program to ensure maximum Diversion.
24. Follow-up with the City as needed to assess and address program challenges and successes.
25. Utilize the authority of the Superintendent's Office through memos, e-mail bulletins and phone calls as needed to garner full cooperation from all DPS employees in program implementation and education efforts.

(Recycling and Maximizing Diversion)

26. Use diligent efforts to maximize diversion of Recyclable and Compostable materials.
27. Work with the City to identify opportunities to reduce the level of Refuse service and increase recycling and composting. These opportunities may include but are not limited to:
 - a. Reducing Refuse container sizes, number or frequency of pickup when excess capacity is noted.
 - b. Purchasing materials that are considered Reusable, Recyclable and Compostable rather than non-recyclable or non-compostable materials whenever feasible.
 - c. Enterprise Management to incorporate recycling practices into all DPS kitchens.
28. Support the recycled materials market by purchasing recycled content products whenever feasible.

Exhibit B-1
Compost Rate Sheet

Composting Collection
Schools and Facilities

\$9.75 per cart/month for 1 time per week Composting Collection