

## AMENDATORY INTERGOVERNMENTAL AGREEMENT

**THIS AMENDATORY INTERGOVERNMENTAL AGREEMENT** is 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**, whose address is 900 Grant Street, Room 403, Denver, Colorado 80203 (the “District”), collectively “the parties”.

### RECITALS

- A. The parties entered an Intergovernmental Agreement dated August 11, 2009 under which the City agreed to provide solid waste disposal and recycling services to the District and the District agreed to accept and pay for those services as set forth in that intergovernmental agreement (“IGA”).
- B. The parties wish to add funds, extend the term, and amend the IGA to include compost services, and otherwise amend the IGA as provided below.

**NOW THEREFORE**, the parties hereby amend the Agreement as follows:

- 1. Section 1, entitled “**DEFINITIONS**”, is amended by adding the underlined text below:

“(v) ‘Scope of Work’ and ‘SOW’ means the scope of work set forth in Exhibit A-1

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

“(x) 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. Section 2, entitled “**TERM**”, is amended by deleting the stricken text and replacing it with the underlined text below:

“**2. TERM:** The term of the Agreement is from July 1, 2009 through June 30, 2012~~5~~ (“Term”).

- 3. Section 3, entitled “**SERVICES TO BE PERFORMED**”, is amended by adding the underlined text below without disturbing the remainder of that section:

“**3. SERVICES TO BE PERFORMED:** Subject to the terms of the Agreement, the City shall provide trash, recycling, and composting collection Services as those are more particularly described in Exhibit A-1.

- 4. Section 6, entitled “**COMPENSATION; PURCHASE PRICE CREDIT**”, subsection (a) is amended by deleting the stricken text and replacing it with the underlined text below without disturbing the remainder of that subsection:

“6. **COMPENSATION; PURCHASE PRICE CREDIT**. 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~~ One Million Two Hundred Thousand Dollars (\$1,200,000).

5. Section 7, entitled “**RATE ADJUSTMENT**”, is amended by adding the underlined text below without disturbing the remainder of that section:

“7. **RATE ADJUSTMENT**: The rates set forth in Exhibit B and Exhibit B-1 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.

6. Section 9, entitled “**NOTICES**”, is amended by deleting the stricken text and replacing it with the underlined text below without disturbing the remainder of that section:

“9. **NOTICES**: . . .

If to the City:

Director  
Solid Waste Management  
Department of Public Works  
~~1390 Decatur Street~~  
2000 W. 3rd Ave., 3rd Floor  
Denver, Colorado 8020423

Manager of Operations  
Solid Waste Management  
Department of Public Works  
~~1390 Decatur Street~~  
2000 W. 3rd Ave., 3rd Floor  
Denver, Colorado 8020423

With copies of breach or termination notices to:

~~Mayor  
Mayor's Office  
City and County Building, Room 350  
1437 Bannock Street  
Denver, Colorado 80202~~

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

7. Section 29, entitled “**ORDER OF PRECEDENCE**”, is amended by adding the underlined text below without disturbing the remainder of that section:

**“29. ORDER OF PRECEDENCE: . . .**

Exhibit A-1, Revised Scope of Work

Exhibit A, Scope of Work

Appendix 1 to the SOW

Exhibit B, Rate Sheet

Exhibit B-1, Compost Rate Sheet

**8.** Section 30, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**”, is added as follows:

**“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.

**9.** Except as amended in the Amendatory Intergovernmental Agreement, the IGA is affirmed and ratified in each and every particular.

**10.** The District assures and guarantees that it possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Amendatory Intergovernmental Agreement. The persons signing and executing the Amendatory Intergovernmental Agreement on behalf of the District hereby warrant and guarantee that the District fully authorized her or him or them to execute the Amendatory Intergovernmental Agreement on its behalf and to validly and legally bind the District to all terms, performances, and provisions in the IGA as amended by the Amendatory Intergovernmental Agreement set forth herein.

**11.** The Amendatory Intergovernmental Agreement may be executed in two (2) counterparts, each of which is an original of the Amendatory Intergovernmental Agreement and together constitute the same instrument.

**(BALANCE OF PAGE BLANK)**

**Contract Control Number:** RC82018

**Vendor Name:** Denver Public Schools

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:

DAVID W. BROADWELL, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: RC82018

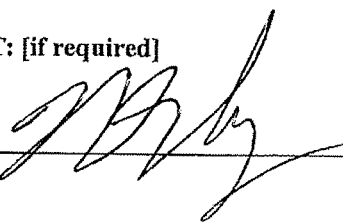
Vendor Name: Denver Public Schools

By: 

Name: Mary Seawell  
(please print)

Title: Board of Education President  
(please print)

ATTEST: [if required]

By: 

Name: Wade Farley, Jr  
(please print)

Title: Board of Education Secretary  
(please print)

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## **Exhibit A-1**

### **Revised 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 \$150 for each site collected on a monthly basis for Refuse collection. Each site added for recycling collection will be billed at \$50 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 quarterly 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 4 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 4 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