

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO**, with its principal place of business at 1860 Lincoln Street, Denver, Colorado 80203.

1. DEFINITIONS:

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

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

(c) “District No. 1,” “District,” and “DPS” means Denver Public Schools.

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

(e) “City Designee” or “DPS Lead” 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) “Compostable Material” means yard debris and food waste deemed acceptable to the Director.

(g) “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 plastic items such as bags, wrappers, plates, six pack rings, flower pots, crates, trays, Styrofoam and utensils; Other items such as tissue paper, napkins, paper towels, paper plates, paper cups and paper bowls; 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); and certified compostable paper products.

(h) “Director” means the Executive Director of the Department of Transportation and Infrastructure or a City Designee.

(i) “Disposal” means the final deposition of Trash into landfill.

(j) “Diversion” means activities that reduce the Disposal of Trash.

(k) “Division” or “DSWM” means the City’s Division of Solid Waste Management, Department of Transportation and Infrastructure.

(l) “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.

(m) “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.

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

(o) “Prohibited Waste” means hazardous waste, designated waste, medical waste or sewage sludge as those terms are defined under state and/or federal law. Prohibited Waste also includes construction debris, furniture, electronics, 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; beverage cartons; phone books; aluminum cans, aluminum foil and pie tins; steel cans and empty aerosol cans; glass bottles and jars; plastic bottles, jars and tubs marked with resin codes of #1-#7.

(r) “Term” means “terms, conditions, and covenants,” except in regard to duration of the Agreement.

(s) “Trash” means all discarded materials from DPS facilities other than Recyclables and Compostable Materials.

(t) “Services” means the trash, recycling, and composting services generally identified in Section 3, and as more particularly described in the Scope of Work.

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

(v) “Food Waste” means organic material discarded from the preparation, cooking and consumption of food, condemned food products and all discards 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 will commence on **July 1, 2023** (the “Effective Date”) and will expire on **June 30, 2024** (the “Term”).

3. **SERVICES TO BE PERFORMED:** Subject to the terms of the Agreement, the City shall provide trash, recycling, and composting 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:** 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. Each Party shall fully coordinate all Services under the Agreement with the designee of the other Party.

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**: Based on current volumes of trash and expected recycling and compost participation, the Parties expect the maximum amount to be paid to the City during the Term of the Agreement to be approximately **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)**. 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 City shall submit monthly invoices to the District's Accounts Payable Department by the fifteenth (15th) day of each month to: **Invoices@dpsk12.org, Denver Public Schools Attention: Accounts Payable, 780 Grant Street, Denver, Colorado 80203**. DPS shall pay the City by the due date specified in the invoice, which due date may not be less than thirty (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 thirty-fifth (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**: In addition to requirements set forth in **Exhibit A** with respect to providing data, the Division shall submit bi-annual reports to DPS indicating the number of refuse, Denver Public Schools District No. 1
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recyclables, and composting containers, frequency of collection for each DPS facility, recyclables and composting 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:

Executive Director of Department of Transportation and Infrastructure or Designee
201 West Colfax Avenue, Suite 608
Denver, Colorado 80202

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

With copies to:

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

If to DPS:

Denver Public Schools
1860 Lincoln Street
Denver, Colorado 80203

With copies to:

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General Counsel
Denver Public Schools
1860 N. Lincoln St, Suite 1230
Denver, CO 80203

Denver Public Schools
Attn: Purchasing Department
780 Grant Street, 3rd Floor
Denver, Colorado 80203
Purchasing@dpsk12.org

10. INSURANCE:

(a) DPS is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the “Act”). DPS shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet DPS’s liabilities in accordance with the limits of the Act. Proof of such insurance shall be provided upon written request by the City. This obligation shall survive the termination of the Agreement.

(b) Waiver of Subrogation: For all coverages required under this Agreement, DPS’s insurer shall waive subrogation rights against the City.

11. INTER-GOVERNMENTAL LIABILITY: At all times during the term of this Agreement, including any renewals or extensions, DPS shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. DPS will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement.

12. DEFAULT/REMEDIES:

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(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) Any payment obligation of the City hereunder, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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:

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- (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 three (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. **DISPUTES**: All disputes between the City and DPS arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code ("D.R.M.C.") § 56-106(b) – (f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

15. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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 D.R.M.C., 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 D.R.M.C. or the Denver City Charter.

18. **NO THIRD-PARTY BENEFICIARIES**: Enforcement of the terms of the Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any such claim or right of action to any third person or entity. Any person other than the City and DPS receiving services or benefits under the Agreement is an incidental beneficiary only.

19. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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; SUBCONTRACTING**: DPS shall not voluntarily or involuntarily assign any of its respective rights or obligations under the Agreement or subcontract performance obligations without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of the Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of

unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) DPS shall remain responsible to the City and (ii) no contractual relationship between the City and any subconsultant, subcontractor or assign shall be effective.

22. **BINDING EFFECT**: This 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**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

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.

26. **LEGAL AUTHORITY**: DPS represents and warrants 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. Each person signing and executing the Agreement on behalf of DPS represents and warrants that he/she has been fully authorized by DPS to execute the Agreement on behalf of DPS and to validly and legally bind DPS to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute to the legal authority of either DPS or the person signing the Agreement 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, Denver Public Schools District No. 1
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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.

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.

31. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to

government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

32. ADVERTISING AND PUBLIC DISCLOSURE: DPS shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the DPS' advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. DPS shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

33. CONFIDENTIAL INFORMATION: DPS acknowledges and accepts that, in performance of all work under the terms of this Agreement, DPS may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. DPS agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to DPS shall be held in confidence and used only in the performance of its obligations under this Agreement. DPS shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to DPS by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Price List.

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[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202368156-00
Contractor Name: Denver Public Schools District One

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:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

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Denver Public Schools District One

By:  _____
A0C60E422BB84C6...

Name: Trena Marsal
(please print)

Title: Chief of Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPROVED AS TO FORM:


By:  _____
Office of the General Counsel

EXHIBIT A

Trash, Recycling and Composting Collection Services for Denver Public Schools **TRUCKS:**

- DSWM utilizes front load and side load dumpster trucks for trash and dumpster collection. An adequate spare ratio exists for these vehicles.
- DSWM utilizes automated cart trucks for the collection of recyclables and compost. An adequate spare ratio exists for these vehicles.
- Rear loader equipment is also available for sites requiring specialized access.
- Preventative maintenance is performed on a regular basis on each vehicle, and Denver Public Works Fleet Management performs all required maintenance to keep vehicles operational. Appropriate fleet ratios are built into DSWM operations.

 CONTAINERS:

- DSWM will work with DPS to assign the appropriate number and size of containers to each DPS facility. DSWM delivery crews are on call to deliver and remove equipment, as deemed necessary.
 - DSWM currently has about 500 trash and recycle dumpsters and more than 3,000 recycle and compost carts assigned to DPS facilities.
 - TRASH CONTAINERS:
 - 3 yard dumpsters
 - 6 yard dumpsters
 - 8 yard dumpsters
 - RECYCLE CONTAINERS:
 - 3 yard dumpsters
 - 8 yard dumpsters
 - 95 gallon carts (65 gallon available upon request)
 - COMPOST CONTAINERS:
 - 95 gallon carts (65 gallon available upon request)

 CUSTOMER SERVICE:

- A dedicated DSWM Operations Supervisor will serve as the “DPS Lead” and primary contact for this contract. This individual will coordinate and execute all customer service related needs of DPS to comply with the agreed upon Scope. The DPS Lead will work directly with the Education Team to facilitate all education and diversion programming.

 DATA AND ANALYTICS:

- DSWM staff will work with DPS to optimize trash collection capacities to optimize costs for the DPS.
- DSWM will provide DPS with trash, recycle and compost tonnage data monthly.
- DSWM will work with DPS to provide additional analytics, as requested by DPS.

 OTHER:

- All prices include labor, vehicle maintenance, dumpster maintenance, recycle, compost and trash tip fees and administrative costs.
- DSWM carries all required state, city and county permits and licenses.

EXHIBIT A

City Obligations

(General)

- 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.
- Cover all dump fees, all recycling fees, and obtain all applicable or required state, city and county permits and licenses.
- Provide proof of service, upon request from DPS.
- Provide accountability for any damage to buildings and grounds area caused by any City collection vehicles.
- Provide a 24 hour, 7 day emergency phone list.

(Equipment and Containers)

- Provide dumpsters or appropriate exterior containers for trash to all DPS sites. The number of exterior trash containers will be assigned to DPS facilities by the DSWM based on what is reasonably necessary for sanitary trash collection.
- Audit annually to optimize trash service level with input from DPS. Each site should have reasonably necessary capacity to meet needs, with unnecessary containers removed.
- Provide all exterior recycling collection containers at sites for collection and for use as intermediate hallway collection points. Where carts are used for collection, they may be brought inside also.
- Provide all exterior compost collection containers at sites for the implementation of composting collection. Carts may be brought inside.
- Provide 18 gallon, purple interior containers for recyclables in all classrooms, offices, lunchroom, hallways, etc. Note: these are already in place from existing contract.
- Deliver, within 5 business days, additional exterior or interior containers that are requested in writing by the DPS Designee and deemed reasonably necessary by DSWM for the services being provided. Note: DSWM will only be able to meet the 5 business day deadline for additional carts once the recycling or compost program has been implemented at a site.
- Own all exterior and interior containers provided to DPS facilities. These containers will remain the property of DSWM at all times.
- Maintain all containers owned by DSWM in a sanitary condition with durable plastic lids. Repair or replace all exterior (including dumpsters) or interior containers determined unsuitable for the services provided due to unsightliness, unsafe condition, or some other

EXHIBIT A

reasonable cause. Containers deemed inoperable or unsafe by DPS will be replaced or repaired within one week from the date notice of such condition is given. As needed, containers will be repaired or replaced on an annual basis.

- Ensure all exterior containers (including dumpsters) have durable plastic lids and all applicable warning labels, as required by law.
- Work with DPS to provide appropriate signage, and locks and keys for dumpsters as needed.
- Maintain sufficient backup vehicles and equipment to ensure prompt and adequate trash, recycle and compost removal in the event of equipment breakdown.

(Time and Manner of Collection)

- Provide removal of trash, recycling and compost from exterior containers in a safe, timely and workman like manner from all DPS facilities.
- All DPS facilities serviced by DSWM will receive trash collection services 2 times/week by default, unless otherwise specified by DPS. DSWM will evaluate service levels and capacity for trash volume optimization as the comprehensive recycling and composting programs aid in reducing waste at each school. DSWM will audit and assess trash service type and levels and change these as it determines is necessary on an annual or more frequent basis. Before instituting these changes, DSWM will confer with DPS.
- Provide weekly collection schedules for recycle and compost service at each DPS facility and upon mutual agreement with the DPS Designee.
- Provide trash, recycling and compost collection on the next business day, in the event that a holiday the City observes falls on a scheduled collection date. School collections will not be bumped to Saturday during these holiday weeks and schedules will instead be doubled up on Fridays, barring unforeseen circumstances.
- Leave all exterior containers, their enclosures, and surrounding environment reasonably clean of debris after collection. DSWM requests to be notified of any event in which the DSWM crews do not meet the cleanliness standards of DPS. In such cases, DSWM will promptly dispatch employees to return to the school site to remedy the situation.
- 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.
- Offer "on call" emergency collection service within 24 hours for trash and 72 hours for recycle and compost for any requests authorized in writing by the DPS Designee for DPS facilities experiencing trash, recycle or compost overflow due to unique and special circumstances, such as a large special event, but not due to public dumping. Annual occurrences, such as the end of school year increase in volumes, will be accommodated by increased collections for each site as scheduled by DSWM.

EXHIBIT A

- Provide roll off services when needed and requested in writing (email). DSWM requires one week's notice for need of roll off service.
- DPS may authorize special removals in addition to those regularly required under this agreement. The City will specify required time to perform such tasks.
- Contractor will supply container for special event for an additional cost within a 12 hour verbal notification. For non emergency situations, DSWM staff requests 72 hour notice for the delivery of regular containers, or one week's notice for roll off containers.
- Complete collection of trash, recycling and compost within 24 hours that notification of a partial or missed collection is made by the DPS Designee by phone or email, unless the DSWM 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 recycle carts set out on time (7AM).
- Monitor individual loads of Recyclables from DPS facilities and notify individual sites of unacceptable amounts of Contaminants through audit tags, emails and phone calls.
- Notify the DPS Designee when despite education efforts by DSWM, exterior containers for Recyclables or Compostables 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.
- Reserve the right to temporarily cancel collection of Recyclables or Compost at any DPS facility that cannot successfully work with the DPS Designee and DSWM to resolve contamination or set out problems. Increased trash collection would be provided if needed in this instance at agreed upon rate.
- DPS can add or delete collection sites at the same proposal prices as shown for a given size.
- Reduce Trash/Recycle rate structure for summer schedule as agreeable with DPS based on reduced school activity in July and parts of June and August. Compost will not be billed during July and August.

(Diversion Education Program)

- 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.
- Work with DPS Designee to maintain education at each DPS facility and work with identified Diversion Coordinator for each facility.
- Maintain ongoing recycling and composting communications with Diversion Coordinators and schedule education efforts such as staff presentations as needed.

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- At the start of new recycle or compost programs, provide diversion presentations for staff, complete walk throughs with the Diversion Coordinator and provide school wide assemblies for DPS facility as part of a comprehensive education program to ensure maximum diversion and compliance with DSWM's program guidelines. Additional education services will be evaluated based on school/facility need and available DSWM staff resources.
- Provide supplemental educational materials such as classroom posters and curriculum resources to all DPS facilities.
- Advise and support student led waste reduction and diversion initiatives, including waste audits, education campaigns, purchasing recommendations.
- Follow up with DPS Diversion Coordinators and the DPS Designee as needed to assess and address program challenges and successes.

(Maximizing Diversion)

- Use diligent efforts to maximize diversion of Recyclable and Compost materials. DSWM will share ideas and new industry standards and/or efficiencies that can be reasonably applied to DPS' program to maximize recycling and composting.
- Work with the City to identify opportunities to reduce the level of trash service and increase recycling and composting. These opportunities may include but are no limited to:
 - i. Reducing trash container sizes, number or frequency of pickup when excess capacity is noted.
 - ii. Purchasing materials that are considered Reusable, Recyclable, and Compostable rather than non recyclable or non compostable materials whenever feasible.
 - iii. Audit facilities as needed to assess cart and internal bin locations to best capture divertible materials and reduce contamination.

(Compost Collection Services)

- Compost collection service is operational in 55 schools and additional schools are invited to participate in the service. New schools are required 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 DSWM will approve all schools accepted. The submission of an application does not automatically mean service will be provided.
- Work with participating schools to designate a Diversion Coordinator to monitor the program and communicate with DSWM staff.

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- Speak at staff meetings and provide school wide assemblies to prepare chosen schools to participate in the compost collection program.
- 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.
- Provide weekly compost collection at each eligible participating school upon mutual agreement with the DPS Designee.

(Missed Collection)

- Complete collection of trash, recycling and compost within 24 hours if a missed collection is reported. Notification of a partial or missed collection is made by the DPS Designee by phone or email. DSWM maintains the right to notify DPS 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, DSWM will provide collection on the next business day.

(Records and Billing)

- DSWM will bill DPS for each site collected on a monthly basis for trash collection. Each site added for recycling and compost collection will be billed an additional fee each month.
- Track trash, recycle and compost collection for each DPS facility.
- Track total trash, recycling and compost data and report bi annual tonnage estimates for DPS.

DPS Obligations:

(Communication)

- Designate a lead contact ("DPS Designee") to work with DSWM in coordinating the ongoing implementation of trash, recycle and compost collection from DPS facilities and to serve as the main line of communication between DSWM and DPS.
- Contact only DSWM Designee for service issues and changes in service levels.
- Provide DSWM with an outline of DPS expectations of Facility Managers in relation to services and containers provided by DSWM.

(Equipment and Containers)

- Use exterior containers provided by DSWM only for the purpose of trash, recycle and compost collection.
- Use interior containers provided by DSWM only for the purpose collecting recyclables.

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- Submit written requests to the DSWM Designee through the DPS Designee for the removal of excess exterior and/or interior containers and/or for reasonably necessary additional containers.
- Purchase interior trash and compost containers not provided by DSWM.
- Maintain all interior recycle and compost containers for cleanliness and appearance, maintain the cleanliness of the inside of cart collection containers, and maintain the area around all exterior containers clean and free of graffiti. DPS will remove graffiti from containers on their property.
- Place Recyclables containers provided by DSWM in each classroom, office, break room, lunchroom and other areas in each DPS facility as needed to ensure maximum recycling.

(Time and Manner of Collection)

- Submit written requests to the DSWM Designee through the DPS Designee for the approval of decreases or reasonably necessary increases in collection frequency for trash, recycling, and/or compost.
- Properly dispose of Prohibited Waste through DPS Construction Services and not in any containers provided by DSWM and notify each school of these alternative resources and guidelines. A copy of this notice shall be provided to the City.
- Follow the conditions for participation in the DSWM's trash collection program. These conditions include:
 - Bag all trash to prevent litter and odor.
 - 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.
 - Set exterior containers away from building overhangs or other overhead obstructions.
 - Leave 2 feet of clearance on either side of exterior containers so DSWM trucks can safely empty containers without causing damage.
 - Place all trash inside exterior containers for collection. Do not leave any trash stacked on the ground or leaned up against containers, walls, etc.
 - Set exterior containers out for collection no later than 7AM on scheduled collection days.
 - Keep all exterior containers' lids closed.
 - Avoid overfilling exterior containers.
 - Maximize space in dumpsters by placing items in the rear of the dumpster first.

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- Follow the conditions for proper participation in the DSWM's *single stream* recycling program. These conditions include:
 - Mixing all Recyclables together in collection containers.
 - Leaving 2 feet of clearance on either side of exterior containers so DSWM trucks can safely empty containers without causing damage.
 - Setting exterior containers away from building overhangs or other overhead obstructions.
 - Setting exterior containers out for collection no later than 7AM on scheduled collection days, unless school has explicit permission from DSWM for an alternate set out schedule.
 - Flattening and cutting all cardboard boxes into pieces of no larger than 2 ft. by 2 ft. so pieces can be easily emptied from exterior containers. Cardboard may not be stacked on the ground outside of recycle carts or dumpsters.
 - Keeping all exterior containers' lids closed. Placing all Recyclables (including cardboard) inside exterior containers for collection. Do not leave recyclables stacked on the ground or leaned up against containers, walls, etc.
 - Ensuring Recyclables are reasonably clean before placing in interior and exterior containers.
 - Preventing contaminants from being placed in containers including prohibiting the use of plastic bags in the recycling container, except in the case of reusable liners at select schools.
 - Avoid overfilling exterior containers.
 - Assist DSWM designee address contamination issues at schools when additional support is requested.

- Follow the conditions for proper participation in the DSWM's *Composting Collection* program. These conditions include:
 - Leaving 2 feet of clearance on either side of exterior containers, so City trucks can safely empty containers without causing damage.
 - Setting exterior containers away from building overhangs or other overhead obstructions.
 - Setting exterior containers out for collection by no later than 7AM on scheduled collection days.
 - Keeping all exterior containers' lids closed and maintain the cleanliness of containers.

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- 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.
 - Preventing Contaminants from being placed in containers. Including prohibiting the use of plastic bags. This includes assisting DSWM staff in addressing contamination issues at schools when additional support is requested.
 - Avoid overfilling exterior containers.
 - Cleaning collection containers on an as needed basis to ensure cart cleanliness.
- Set out exterior containers for collection only at predetermined locations that are mutually agreed upon by the DSWM Designee and DPS Designee for each DPS facility.
 - Submit written requests to the DSWM Designee through the DPS Designee for the approval of reasonably necessary changes in set out locations.

(Diversion Education Program)

- As DSWM determines is reasonably necessary, arrange for DSWM to present at Professional Development Days for DPS Facilities Managers, Nutrition Services staff and Administrators to familiarize all parties with the program and solicit their support.
- Ensure each facility designates a DPS Diversion Coordinator and help DSWM keep the list current. A Diversion Coordinator can be a teacher, administrator, parent, or student.
- Ensure Administrators of new DPS facilities work with DSWM to schedule in a timely and efficient manner, staff meeting presentations, site checks and school wide assemblies for each new DPS facility as part of a comprehensive recycling education program to ensure maximum diversion.
- Follow up with DSWM as needed to assess and address program challenges and successes.
- 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)

- Use diligent efforts to maximize diversion of Recyclable and Compostable materials. DSWM will share ideas and new industry standards and/or efficiencies that can be reasonably applied to DPS' program to maximize recycling and composting.
- Work with the City to identify opportunities to reduce the level of trash service and

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increase recycling and composting. These opportunities may include but are not limited to:

- Reducing trash container sizes, number or frequency of pickup when excess capacity is noted.
 - Purchasing materials that are considered Reusable, Recyclable and Compostable rather than non recyclable or non compostable materials whenever feasible.
 - Enterprise Management to incorporate recycling practices into all DPS kitchens and commit to using reusable wares where possible.
 - Include recycling and composting into Facility Manager official job duties.
- Support the recycled materials market by purchasing recycled content products whenever feasible.

Exhibit B**Price List****Response Form**

Only Fill Out This Form Response Will Auto Populate in Formula Sheet

Please fill container sizes along with cost per pick up

*Please note, the exact yardage of recycling is unknown per site at this time. Average tonnage for the District over the last 4 years is 1398.

City & County of Denver

Price for Additional Bins

For new locations, additional bins added per location or bins for special events

Waste Container Size (Please input the sizes you provide)		Cost Per Pick Up			
30 yard rolloff		\$350.00 per dump			
special collection (illegal dump)		\$65.00 occurrence			
Recycling Container Size (Please input the sizes you provide)		Cost Per Pick Up			
3 yard dumpster		\$15.00			
6 yard dumpster		\$30.00			
8 yard dumpster		\$40.00			
Composting Container Size (Please input the sizes you provide)		Cost Per Pick Up			
96 gallon cart		2.25 per week			
Waste					
Frequency	2 Yard Dumpster	3 Yard Dumpster	6 Yard Dumpster	7 Yard Dumpster	8 Yard Dumpster
1		\$10.35	\$20.70		\$27.60
2		\$13.80	\$62.10		\$55.20
3		\$17.45	\$124.20		\$82.80
4		\$20.70	\$144.90		\$110.40
5		\$24.15	\$165.60		\$138.00
Recycling					
Frequency			96 Gallon Bins		
1			\$2.25		