

Desert Valley Disposal, Inc.

4690 East Mesquite Avenue
P.O. Box 2720
Palm Springs, California 92262
760-329-5030

LETTER AGREEMENT

January 23, 2017

Mr. Charles L. Maynard
City Manager
Joseph M. Tanner, Jr.
Administrative Services Director
City of Desert Hot Springs
65950 Pierson Boulevard
Desert Hot Springs, California 92240

Via Electronic Mail

Dear Mr. Maynard and Mr. Tanner:

Re: DEBRIS ABATEMENT PROGRAM

This letter sets forth the terms and conditions for a second year of the Debris Abatement Program, and when executed, shall serve as our "AGREEMENT" and authorization to proceed.

1. PARTIES. This AGREEMENT is between the City of Desert Hot Springs ("CITY") and Desert Valley Disposal, Inc. ("DVD"), individually and collectively the "Parties".

2. PURPOSE. Illegally dumped debris has been a long running and persistent problem in the City. On January 20, 2016 the City Council authorized the City Manager to enter into an agreement with DVD to conduct a one-year pilot program to remove debris that has been illegally dumped in the public right of way and on vacant property within the City. The Pilot Debris Abatement Program commenced February 29, 2016 and will end February 28, 2017. Based upon the results of the Pilot Program, the City found that a concerted daily effort to abate debris has made a significant difference. The Parties now wish to continue the program for an additional sixteen (16) month period.

3. DEFINITIONS. The following terms shall have the following meanings:

"Debris" means refuse, junk, bulky waste, construction and demolition waste, and large accumulations of litter that is indiscriminately left or discarded in an open or public space and visible from a public roadway.

“Illegal Dumping” means the deliberate discarding of Debris in an open or public place in a manner forbidden by law.

“Start Date” shall mean March 1, 2017.

“Workday” shall mean 7:30 AM to 3:00 PM and “Workweek” shall mean Monday through Friday.

“Work Order” shall mean any report of Debris by a City Council Member, the City Manager or his designee, or the City’s Code Enforcement Officer (individually or collectively the “CITY”), as well as any report of Litter presented to DVD by a member of the public. A “report” may be delivered to DVD’s program coordinators or program manager in person or by telephone, voice mail, electronic mail or written message.

4. TERM. This Debris Abatement Program shall operate for a period of sixteen (16) consecutive months commencing March 1, 2017 and ending at midnight June 30, 2018.

5. SCOPE OF SERVICES. Commencing on Start Date and continuing each regular Workday thereafter during the term of this AGREEMENT, DVD shall make a good faith effort to regularly and systematically abate Debris that has been Illegally Dumped in the public right of way and on undeveloped land and that is visible from any traveled roadway in the City.

Workdays, Workweek and Work Hours. DVD’s abatement efforts shall be performed Monday through Friday, 7:30 A.M. to 3:00 P.M., except on the holidays of New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. At City’s reasonable written request, DVD’s abatement crew will also be deployed on non-Workdays and outside of regular work hours subject to the charges described in Section 10 for additional work.

Personnel. DVD shall provide two (2) full time equivalent employees during each Workday. For reasons of worker safety, employees shall be deployed as a team of two (2).

Equipment. DVD shall provide one (1) stake bed truck to transport all Debris collected in the Program.

Priorities. Debris shall be collected in accordance with the following priorities:

- First, the City’s major thoroughfares;
- Second, Work Orders received from the CITY or the public;
- Third, grid sections of the City;
- Fourth, alleyways and easements; and,
- Fifth, vacant lots.

Collection and Disposal of Trash. DVD will collect Debris, provided that two employees can safely lift and load the Debris onto a stake bed truck without causing injury or

January 23, 2017

damage. DVD will work with the CITY on the removal of over-size and over-weight Debris items utilizing CITY equipment when available.

Exclusions. Natural vegetation, toxic substances and motor vehicles are specifically excluded from the Program.

Temporary Storage Site. City shall make its Corporation Yard available to DVD to trans-load Debris for later transport to a disposal or disposal site.

Disposal and Diversion. Debris collected in the Program will be disposed at the Edom Hill Transfer Station or diverted from disposal when reasonably appropriate and possible.

6. INDEMNIFICATION. CITY specifically agrees to indemnify, hold harmless and defend DVD for any claims, fines or penalties for soil disturbance or loss alleged by any individual, corporation or governmental agency related to the operation of the Debris Abatement Program.

7. PROGRAM MANAGEMENT. Chris Cunningham shall serve as DVD's program manager and Blake Wade and Amran Armendariz shall serve as DVD's program supervisors and the primary contacts for Work Orders for this Pilot Program.

8. PUBLIC OUTREACH. DVD shall maintain the "hotline" email address (trash@desertvalleydisposal.com) for use by the public and will publicize the email address in its quarterly newsletter.

9. WORK ORDERS. CITY may initiate a Work Order by contacting either of DVD's program supervisors or the DVD program manager:

The general public may initiate a Work Order by contacting DVD's general telephone number or the Debris Abatement Program email (trash@desertvalleydisposal.com).

DVD will endeavor to fulfill ninety percent (90%) of all Work Orders by the end of the next business day.

10. CONSIDERATION. As consideration for performing the Debris Abatement Program, CITY shall compensate DVD as follows:

Four (4) equal lump sum payments of \$13,891.00 each for the four (4) month period March 1, 2017 through June 30, 2017; and,

Twelve (12) equal lump sum payments of \$14,168.83 each for the twelve (12) month period July 1, 2017 through June 30, 2018.

Payments. Payments shall be due thirty (30) days following receipt of invoice.

January 23, 2017

Additional Work. Work performed by DVD outside of regular Workdays and regular work hours as directed in writing by the City Manager or his designee shall be compensated as additional work at the rate of \$82.43 per hour or portion thereof for the period March 1, 2017 through June 30, 2017, and \$84.41 per hour or portion thereof for the period July 1, 2017 through June 30, 2018.

11. RECORDS. DVD shall maintain a record of services performed and of the amounts and types of Debris collected, along with a record of problem areas and sources of litter. Such records shall be available for inspection by the City during normal business hours and upon a reasonable advance written request.

12. COORDINATION. DVD shall cooperate with City's Code Enforcement Officer in identifying the sources of Debris and waste generators not in compliance with City's regulations regarding the storage and disposal of solid waste.

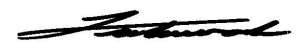
13. APPLICATION OF PROVISIONS. Except for the provisions of this AGREEMENT specific to the Debris Abatement Program, the provisions of the Franchise Agreement between the CITY and DVD for solid waste management services dated March 18, 2014 shall apply to the Debris Abatement Program.

14. AMENDMENT. This AGREEMENT may be amended by the mutual written consent of the Parties.

15. ACCEPTANCE & AUTHORITY. By signing this letter, the Parties accept the terms and warrant that they are authorized to enter into this LETTER AGREEMENT.

For Desert Valley Disposal, Inc.:

For City of Desert Hot Springs:



Rick Wade, President
Date: January 23, 2017

Charles L. Maynard, City Manager
Date: _____

###