



LETTER AGREEMENT

March 24, 2020

Mr. Charles L. Maynard
City Manager
City of Desert Hot Springs
65950 Pierson Boulevard
Desert Hot Springs, California 92240

Via Electronic Mail

Dear Mr. Maynard:

Re: DEBRIS ABATEMENT PROGRAM

The Letter Agreement between Desert Valley Disposal, Inc. and the City of Desert Hot Springs for the Debris Abatement Program (EXHIBIT 1) expires June 30, 2020. This letter sets forth the terms and conditions for a fifth 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"), 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 jurisdictional boundaries of the City (the "Pilot Program"). The Pilot Program commenced February 29, 2016 and ended February 28, 2017. Based upon the results of the Pilot Program, the City found that a concerted daily effort to abate debris had made a significant difference. The Parties continued the Program for an additional forty (40) month period, March 1, 2017 through June 30, 2020. The Parties now wish to continue the program for an additional twelve (12) month period through June 30, 2021.

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

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

“Illegally Dumped” means having discarded or left Debris in an open or public place in a manner forbidden by law or otherwise.

“Start Date” shall mean July 1, 2020.

“Workday” shall mean 7:30 AM to 3:00 PM, Monday through Friday, 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 “Authorized City Personnel”), 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 Program shall operate for a period of twelve (12) consecutive months commencing July 1, 2020 and ending at midnight June 30, 2021.

5. SCOPE OF SERVICES. Commencing on Start Date and continuing each regular Workday thereafter during the term of this Agreement, DVD shall 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 within the jurisdictional boundaries of the City.

Workdays, Workweek and Work Hours. DVD’s abatement efforts shall be performed during the Workweek, 7:30 A.M. to 3:00 P.M., except on the holidays of New Year’s 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 utilize two (2) full time employees, or equivalent, during each Workday to perform the services of this Agreement. For reasons of worker safety, employees shall be deployed as a team of two (2).

Equipment. DVD shall utilize 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 Authorized City Personnel or the public;

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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 DVD's two employees can safely lift and load the Debris onto a stake bed truck without causing injury or Debris items utilizing City equipment when available.

Exclusions. DVD will not collect natural vegetation, toxic substances and motor vehicles.

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, as determined by DVD.

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 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 the 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. Authorized City Personnel 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 Program email (trash@desertvalleydisposal.com).

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

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10. CONSIDERATION. As consideration for DVD’s performance of the Program, City shall compensate DVD as follows:

Payments. Twelve (12) equal monthly lump sum payments of \$15,416.43 each for the twelve (12) month period July 1, 2020 through June 30, 2021.

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

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 \$93.48 per hour or portion thereof.

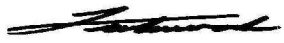
11. RECORDS. DVD shall maintain a record of services performed and of the amounts and types of Debris collected, along with a record of problem areas and sources of litter. Such records shall be available for inspection by the City during normal business hours and upon reasonable advanced written request.

12. COORDINATION. DVD shall cooperate with City’s Code Enforcement Officers 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 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 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.:


Rick Wade, President
Date: March 24, 2020

For City of Desert Hot Springs:

C.L. Maynard (Jun 17, 2020 11:19 PDT)

Charles L. Maynard, City Manager
Date: _____

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EXHIBIT 1
Desert Valley Disposal, Inc.

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

LETTER
AGREEMENT

March 26, 2019

Mr. Charles L.
Maynard City Manager
City of Desert Hot
Springs 65950 Pierson
Boulevard
Desert Hot Springs, California
92240

Via Electronic Mail

Dear Mr. Maynard:

Re: DEBRIS ABATEMENT PROGRAM

The Letter Agreement between Desert Valley Disposal, Inc. and the City of Desert Hot Springs for the Debris Abatement Program (EXHIBIT 1) expires June 30, 2019. This letter sets forth the terms and conditions for a fourth 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"), 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 jurisdictional boundaries of the City (the "Pilot Program"). The Pilot Program commenced February 29, 2016 and ended February 28, 2017. Based upon the results of the Pilot Program, the City found that a concerted daily effort to abate debris had made a significant difference. The Parties continued the Program for an additional twenty- eight (28) month period, March 1, 2017 through June 30, 2019. The Parties now wish to continue the program for an additional twelve (12) month period through June 30, 2020.

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4. TERM. This Program shall operate for a period of twelve (12) consecutive months commencing July 1, 2019 and ending at midnight June 30, 2020.

5. SCOPE OF SERVICES. Commencing on Start Date and continuing each regular Workday thereafter during the term of this Agreement, DVD shall 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 within the jurisdictional boundaries of the City.

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

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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, as determined by DVD.

- 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 Pilot Program.

DVD shall defend, indemnify and hold harmless City and its agents, officers and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with this Agreement. Notwithstanding the above, the City, at its sole option, may tender the complete defense of any third party challenge as described herein. In the event the City elects to contract with special counsel to provide for such a defense, the City shall meet and confer with DVD regarding the selection of counsel, and DVD shall pay all costs related to retention of such counsel.

- 7. INSURANCE.** At all times during the term of this Agreement, DVD shall maintain a policy of commercial general liability insurance, including coverage of bodily injury, death and property damage, in the amount of at least \$1,000,000 single limit per occurrence, and at least \$2,000,000 in the aggregate, and a policy of commercial automobile liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DVD shall also name the City as an additional insured for both policies and provide certificates of insurance and additional insured endorsements which meet the requirements of this section to the City, and shall ensure that all insurers shall agree to provide the City at least thirty (30) days prior written notice before cancellation of or reduction in coverage for any policy required herein.

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16. 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.:



Rick Wade, President
Date: March 26, 2019

For City of Desert Hot Springs:



Charles L. Maynard, City Manager
Date: 3/28/19

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20-0324, Debris Abatement, 5th Agmt

Final Audit Report

2020-06-17

Created:	2020-06-17
By:	As Admin (asadmin@cityofdhs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbw3IUhSIOPA6dK7yXjxfq6zTBiPggHH

"20-0324, Debris Abatement, 5th Agmt" History

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-  Document emailed to C L Maynard (cmaynard@cityofdhs.org) for signature
2020-06-17 - 6:14:25 PM GMT
-  Email viewed by C L Maynard (cmaynard@cityofdhs.org)
2020-06-17 - 6:16:52 PM GMT- IP address: 70.180.26.208
-  Document e-signed by C L Maynard (cmaynard@cityofdhs.org)
Signature Date: 2020-06-17 - 6:19:53 PM GMT - Time Source: server- IP address: 70.180.26.208
-  Signed document emailed to As Admin (asadmin@cityofdhs.org) and C L Maynard (cmaynard@cityofdhs.org)
2020-06-17 - 6:19:53 PM GMT