

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

#### **EXHIBIT A DEFINITIONS**

**“AB 939”** means the California Integrated Waste Management Act of 1989, at Public Resources Code Section 40000 et. Seq., as it may be amended from time to time, and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle).

**"AB 939 Administration Fee"** means the fee or assessment set by the City which is intended to compensate City for the costs associated with compliance with AB 939, as used in Section 10.03.c of the Agreement. The AB939 Administration Fee is a Compensable Overhead Cost.

**"Agreement"** means this Agreement, including all exhibits (Exhibits A - R) and attachments, which are incorporated herein by reference, and any amendments thereto.

**“Alternative Fuel”** means a vehicle fuel other than diesel fuel including but not limited to compressed natural gas (CNG), liquefied natural gas (LNG), and biodiesel and multiple fuels including but not limited to diesel/electric hybrid and diesel/hydraulic hybrid.

**"Applicable Law"** means all law, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, County of Riverside, City, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Contractor's Services or the performance of the parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, the payment of minimum wages and the Riverside County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendment or modifications thereof, unless otherwise specifically limited.

**“Automated Collection Vehicles”** means vehicles used to automatically collect Refuse, Recyclables and Green Waste from the 65 and 96 gallon carts provided to Customers by the Contractor.

**"Backyard Collection" and “Walk-In Service”** means the collection of Solid Waste from a residential Customer's backyard/sideyard where necessary for safety, convenience, access, or where requested by the Customer.

**“Bad Debt Expense”** means that amount due Contractor from accounts that the Contractor has determined to be uncollectable.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

**"Bin"** means front-loading bins and roll-off bins used at commercial premises and multi-unit residential premises. "Roll-off bins" means bins picked up by means of rear-loading winches onto rails. Roll-off bins are generally much larger in size than front-loading bins.

**"Bulky Waste" or "Bulky Items"** means discarded: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, Residential wastes (including wood waste, tree branches, scrap wood, debris from building construction, in the aggregate not exceeding one cubic yard per collection); clothing; and tires.

**"Business Sector"** means Contractor's primary service groupings of Residential, Commercial, and Industrial.

**"Carts"** means containers provided by Contractor designed specifically for storage and collection of refuse, which are available in 65 gallon and 96 gallon sizes which do not exceed 200 lbs and 250 lbs in weight respectively when filled level full with the lids closed.

**"Change in Law"** means the occurrence of any event or change in Applicable Law as follows:

- (1) the enactment of legislation by Congress or the State Legislature; or
- (2) the adoption, promulgation, modification, or change in judicial or administrative interpretation occurring after the date hereof which adoption, promulgation, codification, or change in judicial or administrative interpretation relates to any Applicable Law, *other than* laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, or employment taxes; or
- (3) any order or judgment of any federal, state or local court, administrative agency or governmental body issued after the date hereof if:
  - (i) such order or judgment is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon or of any third Party for whom the Party relying thereon is directly responsible; and
  - (ii) the Party relying thereon, unless excused in writing from so doing by the other Party, shall make or have made, or shall cause or have caused to be made, Reasonable Business Efforts in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such Party); or
- (4) the imposition by a governmental authority or agency of:
  - (i) any new or different material conditions in connection with the issuance, renewal, or modification of any Permit after the date hereof; or
  - (ii) any Franchise Fee, tax, or assessment with respect to the transfer; processing, or disposal of Refuse, Recyclables, or Green Waste; or
- (5) the failure of a governmental authority or agency to issue or renew, or delay in the issuance or renewal of, or the suspension, interruption or termination of, any Permit after the date hereof; provided such failure to issue or the suspension or termination of any permit is not the result of the willful misconduct or negligent action or inaction of

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

the Party relying thereon or any third party for whom the Party relying thereon is directly responsible.

**"City"** means the City of Palm Springs or any governmental entity, which may hereinafter assume waste management obligations of the City, including any joint exercise of powers authority or other similar public entity with which the City participates or contracts with, established to provide solid waste management services or meet solid waste diversion requirements under Applicable Law.

**"City Facility"** means any building, park or other site owned, leased or used regularly and significantly by the City for public purposes.

**"City Manager"** means the City Manager of the City of Palm Springs or the City Manager's designee.

**"Commercial and Industrial Property"** means Property upon which business activity is conducted, including but not limited to retail sales, services, hotels, wholesale operations, manufacturing and industrial operations, but excluding businesses conducted upon Residential Property which are permitted under applicable zoning regulations and are not the primary use of the Property.

**"Compensable Overhead Costs"** means those expenses and fees recognized by the City as expenses or costs incurred by Contractor that are intended to be fully recovered through the rates Contractor charges for services performed and which shall include but not be limited to Material Handling Fees, City's AB939 Administrative Fees, City's Diversion Facility Fees, City's Administration Fees, and City's Franchise Fees. Compensable Overhead Costs shall not be separately identified or charged to any customer.

**"Composting Facility"** means the facility for processing Green Waste selected by Contractor and reviewed by the City, or designated by the City, in accordance with Article 4. This facility can process the Green Waste as alternative daily cover provided it receives AB 939 diversion credit.

**"Construction and Demolition Material"** (C&D Material) means building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

**"Container"** means Bin, Solid Waste Bin, Cart, Debris Box, Roll-off Box, Compactor, or any other container designed or intended to be used for receiving and containing refuse,

EXHIBITS

Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services

---

garbage, or waste of any kind, and has been approved for use by the Contractor or the City for the purpose of depositing waste for disposal, except construction and demolition debris and bulky items, or recyclable materials for diversion.

**"Contract Officer"** means the City Manager.

**"Contract Year" (or "Agreement Year")** means each consecutive twelve-month period of the Agreement commencing April 1 and ending March 31.

**"Contractor"** means Palm Springs Disposal Services.

**"Contractor Representative"** means an authorized employee or designated representative of Contractor.

**"Contractor Service Fee"** means that Rate Component of Exhibit K, Rate Schedule, intended to generate revenue to compensate Contractor for expenses, overhead and profit, exclusive of Compensable Overhead Cost.

**"Contractor's Financial Performance Rating"** means the sum of Contractor's "general and administrative expenses" PLUS "pretax net income" expressed as a percentage of "total revenue" wherein:

"general and administrative expenses" include the expenses of officer and office payroll costs; bank, office, payroll and computer costs; office telephone, internet, utilities, repair and maintenance costs; legal, accounting and professional service costs; travel, employee development and community relations costs; and the like; and, exclude Contractor's "operating expenses" of city fees; material handling and disposal costs; collection labor, maintenance labor and customer service payroll costs; yard costs; truck operating costs; truck and container financing and depreciation costs; licenses, bonds and permits associated with contracts; amortization of contracts; and the like;

"pretax net income" represents Contractor's "total revenue" LESS "operating expenses" and "general and administrative expenses" before "extraordinary items"; and,

"total revenue" represents Contractor's gross revenue billed for franchise operations.

EXAMPLE:

Total revenue	<u>\$1,000,000</u>
Operating expense	\$ 750,000
General & administrative expense	<u>\$ 170,000</u>
	<u>\$ 920,000</u>

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

Pretax net income \$ 80,000

Contractor's Financial Performance Rating is 25%.  
[ $(\$170,000 + \$80,000) / \$1,000,000 = \underline{25\%}$ ]

**"Curbside Collection"** means the collection of Solid Waste from Customers who place containers within four (4) feet from a road or in an alleyway.

**"Customers"** means the generators (including owners, tenants, occupants and/or persons having the care or control of any premises within the City) of Solids Waste to which Contractor is required to provide Services.

**"Debris Box"** means a receptacle for Refuse, Recyclable Material, or Green Waste having a capacity of 10 cubic yards or greater that is picked up in its entirety by a dedicated truck for emptying at a separate location.

**"Disposal Facility" (or "Disposal Site")** means the Facility or Facilities for disposing of Solid Waste and/or residue from a Processing Facility or Composting Facility, as designated by Contractor and approved by the City, or as designated by the City. A Disposal Facility is not a Diversion Facility.

**"Diversion Facility Fee"** means the fee or assessment set by the City which is intended to be used for the design, construction and operation of a transfer facility and the implementation and undertaking of programs and projects consistent with the City's resource conservation goals, including without limitation recycling, energy and natural resource conservation, and related community education. The Diversion Facility Fee is a Compensable Overhead Cost.

**"Diverted Material"** means any Solid Waste salvaged or otherwise directed from a Disposal Facility for salvage or for processing. Diverted Material may include but is not limited to Recyclables and Construction and Demolition Material delivered to a Processing Facility and Organic Waste delivered to Compost Facility or Processing Facility.

**"E-Waste"** or electronic waste means consumer electronic equipment that is no longer wanted. E-Waste can include but is not limited to computers, printers, televisions, VCR's, cell phones, fax machines, stereos, and electronic games.

**"Effective Date"** means the date upon which the franchise and this Agreement are deemed to commence and when all of the conditions precedent have been satisfied pursuant to Section 3.03.

**"Event of Default"** means a service default, performance assurance default, false representation, or breach of representations or warranties as defined in Article 11.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

**“Food Waste”** means all animal and vegetable solid wastes generated by food facilities as defined in California Health and Safety Code section 27521, or from residences, that result from the storage, preparation, cooking, or handling of food.

**“Good Faith Effort”** means all reasonable and feasible efforts undertaken by the City and the Contractor to implement those programs or activities identified in City’s Source Reduction and Recycling Element or Household Hazardous Waste Element, or alternative programs or activities that achieve the same or similar results, to ensure compliance with AB 939.

**“Green Waste”** means organic waste generated from any landscape, including grass clippings, leaves, and pruning’s, tree trimmings, weeds, branches and brush, collected pursuant hereto.

**“Gross Revenue”** means for any fiscal period, the amount equal to all of the revenues received by Contractor from Customers in the City in connection with Contractor’s Collection of Solid Waste.

**"Hazardous Waste"** is a material which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise mismanaged; or any waste which is defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, excluding Household Hazardous Wastes, but including:

(1) "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; materials regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code ("California Hazardous Waste Control Act"), California Health and Safety Code Section 25100, *et seq.*, including 23 California Code of Regulations Sections 2521 and 2522;

(2) Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;

(3) Materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, and related federal, State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300, *et sea*;

(4) Materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, as amended, and regulations promulgated thereunder; and

(5) Materials regulated under any future additional or substitute federal, State or local

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste adopt conflicting definitions of "Hazardous Waste," for purposes of collection, transportation, processing and/or disposal, the more restrictive definition shall be employed for purposes of this Agreement

**"Household Hazardous Waste"** means Hazardous Waste generated in small quantities at Residential premises.

**"Holiday"** means the following City-designated Holidays: Christmas Day, New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Independence Day.

**"Infectious Waste"** means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens. It includes but is not limited to certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals, medical testing labs, and any waste which includes animal wastes or parts from slaughterhouses or rendering plants.

**"Manual Service Area"** means homes in, but not limited to, the following neighborhoods: South Ridge Drive, South Araby Drive, (Rim Road, Bisnaga Avenue, Smokewood, Stage Coach, Cholla Place), Southwest Palm Springs area (Cahuilla Hills Drive, Camino Monte, El Portal, Crestview, Ridge, Alta, Vista, Camino Alturas, Mesa Drive, Camino Descanso), Indian Canyon Gardens, Smoke Tree Ranch, The Villagio, and Palisades Drive.

**"Material Handling Fee"** means that Rate Component of Contractor's rates for service intended to equal Contractor's expenses for: (i) Disposal Tip Fees levied by the operator of a Disposal Facility for accepting, transporting and disposing of Refuse and residue from a Processing Facility, (ii) handling and processing fees levied by the operator of a Processing Facility for accepting, transporting and processing materials diverted from disposal including but not limited to Recyclables, C&D Material, Organic Waste (which includes Green Waste, Wood Waste, and Food Waste), (iii) Contractor's cost of transporting Diverted Materials to a Diversion Facility outside of City's city limits, (iv) net of revenue from the sale of any Refuse, Green Waste, and Recyclables.

**"Materials Recovery Facility"** means a Permitted Solid Waste Facility where Solid Wastes or Recyclables are sorted or separated for the purposes of Recycling or composting. A Material Recovery Facility is a Processing Facility and not a Disposal Facility.

**"Medical Waste"** means biohazardous waste, sharps waste, waste which is generated or produced, as a result of the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto or in the production or testing of biologicals pursuant to California Health and Safety Code, Section 25023.2.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

**"Monetary Default"** means the failure to pay any monetary amount payable to the City hereunder which is not paid by Contractor when due under the Agreement. Monetary Defaults are subject to the accrual of interest thereon.

**"Multi-Family Dwelling Unit"** means any premises, four units or more, that is serviced in a manner similar to Commercial and Industrial Property but used for residential purposes, excluding motels and hotels, irrespective of whether the residents therein are transient, temporary or permanent.

**"Non-Collection Notice"** means a notice left by Contractor for Customers at the times and in the manner described herein, including *Waste Not Properly Placed in Containers, Container Not Placed in Proper or Safe Collection Location, and Hazardous Waste or Unsafe Materials, Excess Materials or Containers Beyond Subscription Level*, as described in Article 4, which shall contain, at a minimum, the date and time the notice is given, the complete address of the Premises, the reason for non-collection, and the manner in which materials should be prepared for collection, and which shall be printed at Contractor's expense.

**"Notice"** or **"Notify"** or other variation thereof means notice given in accordance with Article 16.

**"Office Hours"** are defined in Article 4.

**"Once-Weekly Program"** means Refuse, Recycling and Green Waste Collection service provided to Residential Premises subscribing to individual Collection wherein Refuse and Recycling is collected one time each week from Contractor-provided Carts, 65-gallon or 96-gallon approximate sizes, using Automated Collection Vehicles, or collected manually from Customer-provided Containers for Premises that cannot be serviced by Automated Collection Vehicles; Collections may be Curbside or Walk-In based upon Customer's subscription preference. Green Waste shall be collected manually one time each week from Customer-provided Containers; Collections may be Curbside or Walk-In based upon Customer's subscription preference.

**"Organic Waste"** means biodegradable waste that can be broken down in a reasonable amount of time into its base compounds by microorganisms and other living things. Organic Waste includes Green Waste and Food Waste.

**"Party"** and **"Parties"** refers to the City and the Contractor, individually and together.

**"Performance Review Hearing"** is a public hearing held by the City Council on Contractor's Performance pursuant to Section 5.04.

**"Permits"** means all federal, State, City, other local and any other governmental unit permits, orders, licenses, approvals, authorizations, consents and entitlements of whatever



## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

kind and however described which are required under Applicable Law to be obtained or maintained by any Person with respect to Services, as renewed or amended from time to time.

**"Person"** includes any individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, a county, a municipality or special purpose district or any other entity whatsoever.

**"Phone Hours"** are the Contractor's open Office Hours as defined in Article 4.

**"Premises"** means any land or building within the City where Solid Waste is generated or accumulated.

**"Processing Facility"** means the facility or facilities for sorting and/or processing commingled or source separated Recyclables, construction and demolition, and/or mixed Refuse, Green Waste and/or Food Waste selected by Contractor and approved by the City. A Processing Facility is not a Disposal Facility.

**"Public Company Financial Performance Standard"** means the three (3) year mean average Combined General and Administrative Expenses and Pretax Net Income, before extraordinary items, of the three (3) largest (determined by Total Revenue) US based Public Companies with an SIC Code of 4953 as reported in their year-end financial statements published in their three (3) most recent annual reports, where "mean average" means the arithmetic mean being the sum of "n" numbers divided by "n".

**"Rate Component"** means the elements of Exhibit K Rate Schedule that comprise the total rate charged customers for particular services and include: (i) the Hauler Service Fee, (ii) the Material Handling Fee, (iii) the City's AB939 Administration Fee, (iv) the City's Diversion Facility Fee, (v) the City's Administration Fee, and (vi) the City's Franchise Fee.

**"Rate Schedule"** means Exhibit K of this Agreement.

**"Rate Year"** means the twelve (12) month period July 1 through June 30.

**"Reasonable Business Efforts"** means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise, of such Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which such Person has undertaken to satisfy; provided that such Person and/or any enterprise by which such Person is employed would not incur a significant financial loss (other than time expended or unless otherwise compensated for such efforts) by reason of having expended or expending such efforts.

**"Records"** are ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for Services within the City, the Service Fee,

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

or performance hereunder, including routing, level of each Customer's services, inventory, maintenance logs, etc.

**"Recyclables"** mean materials which have been discarded, thrown away, or abandoned by the generator or owner thereof, and are commonly collected in recycling programs in southern California for the purpose of reprocessing or remanufacturing. The list of recyclable materials includes, but is not limited to, the following: newspaper (including inserts, coupons, and store advertisements); corrugated cardboard; mixed waste paper including office paper, computer paper, magazines, junk mail, catalogs, kraft bags, paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes, tissue boxes, paper tubes, and wrapping paper; glass containers including brown, clear, and green glass bottles and jars; aluminum including beverage containers, foil, and food containers; milk and juice cartons and jugs; steel or tin cans; small scrap metal including metal coat hangers; plastic jugs, bottles, and containers including resins #1 through #7; used motor oil and oil filters; and any other materials mutually agreed to by the Contractor and the City.

**"Recycling"** means the process of collecting, sorting, cleansing, treating, and/or reconstituting materials which would otherwise become Refuse, and returning such materials to the economic stream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. "Recycling" does not include transformation as defined in Public Resources Code Section 40201.

**"Refuse"** means putrescible and non-putrescible Solid Waste or debris, whether combustible or non-combustible, excluding sewage, source-separated Green Waste and Recyclable Materials.

**"Residential"** refers to any building or structure, or portion thereof that is used for residential housing purposes.

**"Residential Collection"** means the collection of residential Refuse, Recyclables, Green Waste and other residential waste at curbside backyard/sideyard or alleyways from Premises Used for Residential purposes.

**"Residential Container"** means a Solid Waste disposal container provided by a Residential Customer having a maximum allowable capacity of 32 gallons for use only in Manual Service areas.

**"Roll-Off Box,"** also called a drop box, means an open top, movable container with a capacity of ten (10) or more cubic yards in which primarily nonputrescible Refuse such as construction and demolition debris or nonputrescible recyclables are stored until removed from the premises.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

**"Service Fees"** are the fees received from Customers for providing the services performed in this Agreement, as set forth in Section 10.01, but not excluding the maximum rates permitted as set forth in Exhibit K.

**"Services"** mean all obligations of Contractor hereunder to City and Customers.

**"Self-Haul"** means the act of hauling refuse, construction and demolition debris and/or recyclables to an approved disposal facility by the person or persons that produced such refuse, construction and demolition debris and/or recyclables.

**"Single Family Dwelling Unit"** means each Premises used for or designated as a Single Family Residential dwelling unit, including each unit of a duplex, triple, or townhome in all cases in which there is separate or individual Solid Waste Collection Service

**"Solid Waste"** means all types of putrescible, offensive and nonputrescible solid and semisolid, and liquid waste including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, animal carcasses, bulky goods, and construction and demolition wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, (dewatered, treated or chemically fixed sewage sludge which is not to be deemed to contain hazardous material or substances) manure, vegetable or animal solid or semisolid waste, green waste and recyclable solid waste, or any other material as defined by Section 40191 of the Public Resources Code, the California Department of Resources Recycling and Recovery, or any other entity having jurisdiction, as may be amended from time to time.

**"Solid Waste Bin"** means a covered or fully enclosed movable container, in which putrescible and non-putrescible Refuse or recyclables are stored until removed from the premises,, including but not limited to privately owned or proprietary bins, enclosed roll-off type bins or compactor roll-off type bins.

**"Special Waste"** means any item or element of Solid Waste identified in 22 California Code of Regulations Section 66740, or any other waste which has been classified as special waste by resolution of the City Council.

**"State"** means the State of California.

**"Term"** of this Agreement is defined in Article 3.

**"Tipping Fee"** means the cost imposed at a Disposal, processing and/or Transfer Facility for the handling or dumping of solid waste collected by Contractor.

**"Ton (or Tonnage)"** means a short ton of 2,000 pounds.

**"Total Annual Rate Revenue"** means the cumulative estimated annual revenue produced for all services MULTIPLIED BY the average number of service units, the product of which is then MULTIPLIED BY twelve months. The computation may be

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

made based upon the total rate or upon all Rate Components individually so that the results for each Rate Component when added together will produce the total rate revenue.

**"Transfer Facility"** means that facility selected and used by Contractor to receive Solid Waste, temporarily store and to transfer the Solid Waste directly from smaller to larger Vehicles for transport to a Disposal Facility.

**"Transformation"** means incineration, pyrolysis, distillation, or biological conversion other than composting. "Transformation" does not include composting, gasification, or biomass conversion.

**"Uncontrollable Circumstance(s)"** means any act, event or condition, whether affecting Services of either Party beyond the reasonable control of such Party and not the result of willful or negligent action or inaction of such Party (other than the contesting in good faith or the failure in good faith to contest such action or inaction), which materially and adversely affects the ability of either Party to perform any obligation hereunder, including:

- (1) An act of God, landslide, lightning, earthquake, fire, flood (other than reasonably anticipated weather conditions for the geographic area of the City), explosion, sabotage, terrorism, acts of a public enemy, war, blockade or insurrection, riot or civil disturbance;
- (2) The failure of any appropriate federal, State, City, or local public agency or private utility having operational jurisdiction in the area in which Service Assets comprised of realty, including maintenance and administrative facilities, are located, to provide and maintain utilities, services, water, sewer or power transmission lines thereto; and
- (3) A Change in Law.

Notwithstanding the foregoing, an Uncontrollable Circumstance does not include the following:

- (i) Either Party's own breach of its obligations hereunder;
- (ii) Strikes, work stoppages or other labor disputes or disturbances of any Person performing Services that exceeds seven (7) calendar days;
- (iii) The failure of the Contractor to secure patents, licenses, trademarks, and the like necessary for Services; or
- (iv) Service conditions already provided for as a part of this Agreement and as a part of the rate structure or rate adjustment as specified in Section 10.04.

**"Used Oil"** means any oil that has been refined from crude oil or that has been synthetically produced, and:

- (1) Is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or
- (2) Has been synthetically produced, and has been used and as a result of such use has been contaminated with physical or chemical impurities.

**"Used Oil Filter"** means any oil filter that is no longer useful to the Customer because of extended storage, spillage, or contamination with non-hazardous impurities such as dirt or water; or that has been used and as a result of such use has been contaminated with

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

physical or chemical impurities. Used Oil Filters must be generated by and at the Customer location wherein the Used Oil Filter is collected.

**"Vehicles"** mean all trucks, rolling stock and other Vehicles used to provide Services (including Collection as well as repair and maintenance), whether owned or leased by Contractor.

**"White Goods"** shall mean kitchen and other large appliances.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

#### EXHIBIT B

#### CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

**a. Status.** Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State of California.

**b. Authority and Authorization.** The Contractor has full legal right, power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.

**c. Accuracy of Representations.** Contractor's representations and warranties made throughout this Agreement are accurate, true and correct on and as of the Effective Date of this Agreement.

**d. No Conflicts.** Neither the execution or delivery by the Contractor of this Agreement, the performance by the Contractor of its Performance Obligations, nor the fulfillment by the Contractor of the terms and conditions hereof: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default thereunder; or (3) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

**e. No Approvals Required.** No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by the Contractor, except such as have been duly obtained from its Board.

**f. No Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the Contractor's knowledge, threatened, against the Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Contractor of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

**g. Due Diligence.** Contractor has made an independent investigation satisfactory to it of the conditions and circumstances surrounding the Agreement and Services **it is**

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

required to perform.

**h. Duty.** Contractor shall be at all times during the Term of this Agreement, ready, willing and able to Collect and transport and dispose of all Solid Waste generated within the City in accordance with the provision of the Agreement and all applicable laws, rules and regulations.

**i. Insurance and Bonds.** Contractor will furnish evidence of the insurance and bonds required under this Agreement prior to the Effective Date of this Agreement.

**j. Criminal Activity.** Contractor has represented that none of its officials or directors have a criminal conviction from a court of competent jurisdiction with respect to conviction for any crime, including racketeering, which indicates a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the Contractor or its officers or directors; nor has the Contractor or any of its respective officers or directors made an admission of guilt or pled nolo contendere to the conduct described above.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

#### EXHIBIT C

#### CITY'S REPRESENTATIONS AND WARRANTIES

**a. Status.** The City is a charter city and municipal corporation of the State of California, duly organized and validly existing under the Constitution and laws of the State of California.

**b. Authority and Authorization.** The City has full legal right, power and authority to execute, deliver, and perform its obligations hereunder. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

**c. No Conflicts.** Neither the execution nor delivery by the City of this Agreement, the performance by the City of its obligations hereunder, nor the fulfillment by the City of the terms and conditions hereof: (1) conflicts with, violates or results in a breach of Applicable Law; or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder.

**d. No Approvals.** No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by the City, except such as has been duly obtained from the City Council.

**e. No Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the City's knowledge, threatened, against the City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the City of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

**f. No Warranty Regarding Waste Characterization.** City makes no warranties with respect to the characterization of Solid Waste within the City. The City expressly disclaims any warranties, either express or implied, as to the merchantability or fitness for any particular purpose of Solid Waste or Recyclables collected by Contractor.



## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

#### EXHIBIT D

#### SCOPE OF REGULAR COLLECTION SERVICES

##### A. Commercial and Industrial Service

Contractor shall provide for Collection and transportation of all Refuse and Recyclables in the City from Commercial Customers and Industrial Customers with which Contractor has entered into a Service Contract. Contractor may provide Collection services six (6) days per week, Monday through Saturday. Charges for Collection services shall be that Service Fee mutually agreed upon between the Customer and the

Contractor in accordance with the Service Contract.

**1. Commercial and Industrial Refuse --Collection.** The Contractor will provide Collection of Commercial Refuse and Industrial Refuse on a regularly scheduled basis at a frequency specified by the Customer in accordance with the provisions of the Service Contract and this Agreement, unless excepted as provided in Article 4, and transport Commercial Refuse and Industrial Refuse to the Processing Facility or Facilities in accordance with Article 4. The Contractor will offer the following types of collection containers as options to its Commercial Customers: industry-standard wheeled Bins (two, three and four cubic yard capacity) and industry-standard Bins (twenty, thirty, forty cubic yard capacity) and Compactors (ten, twenty, thirty, forty cubic yards capacity).

**2. Commercial Recyclables Collection.** Contractor shall Collect Commercial Recyclables a minimum of once per week comprised at a minimum of those listed in the definition "Recyclables" in accordance with the provisions of this Agreement unless excepted as provided in Article 4, and shall transport Commercial Recyclables to the Processing Facility or Facilities in accordance with Article 4. Contractor shall collect Commercial Recyclables in containers provided by the Contractor. Contractor shall commence such. Services no later than the date or dates provided herein.

**3. Special Services.** Contractor shall supply the special Collection Services as provided in Article 4, including collection at Community Events, collection for clean-up programs, Commercial Waste Audits, and if available, mulch to City upon City request. Contractor may charge for such services at a rate mutually agreed upon by the City and the Contractor.

##### B. Residential Collection Service

Contractor shall provide for collection and transportation of all Refuse, Recyclables, and Green Waste for all Premises within the City during the Term of this Agreement. Contractor shall provide collection services using not more than three vehicle passes. Contractor may provide collection services five (5) days per week, Monday through Friday. Charges for collection services shall be in accordance with Exhibit K.

**1. Residential Refuse Collection.** Contractor shall provide Collection of Residential Refuse in accordance with the provisions of this Agreement and as set forth on Exhibit K, and shall transport Residential Refuse to the Disposal Facility or Facilities in accordance with Articles 4. Contractor shall collect residential Refuse in containers

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

provided by the Contractor or Customer (as specified in Manual Service, Service Area). The City requires provisions of manual collection service of Customer-provided Bins for Solid Waste (as specified in Manual Service, Service Area). The Standard service will include collection at the curb, and should be provided using manual or automated collection vehicles. The Contractor will provide Backyard Collection service as defined in Exhibit A for the corresponding rate set forth in Exhibit K. Contractor shall commence such Services no later than the date set forth herein.

**2. Residential Recyclables Collection.** Contractor shall provide unlimited collection of commingled Residential Recyclables at curbside (once per week) in accordance with the provisions of this Agreement unless excepted as provided in Article 4, and such transport Residential Recyclables to the Processing Facility or Facilities in accordance with Article 4. Contractor shall provide each Customer with recycling containers. The Residential Recyclables shall be collected on the same day as Solid Waste collected under Section 1 above using manual Collection Vehicles. Contractor shall commence such Services no later than the date set forth herein.

**3. Residential Green Waste Collection.** Contractor shall provide collection of Residential Green Waste in a cart specified at curbside once per week on a subscription basis in accordance with the provisions of this Agreement unless excepted as provided in Article 4, and shall transport Residential Green Waste to the Composting Facility in accordance with Article 4. There shall be no additional charge for the subscription. City will authorize Green Waste exemptions such as grasscycling, home composting, and xeriscaping. Contractor shall provide free compost to all City residents two (2) times per year, on dates agreed upon by the parties. On an annual basis during the Term of this Agreement and all extensions thereto, Contractor shall provide ten (10) Composting Bins on a first come first serve basis to Customers within the City to encourage Residents to commence composting. In its sole discretion, Contractor may either distribute the Composting Bins, or may reimburse the first ten (10) Customers up to fifty dollars (\$50.00) each for the Customer's direct purchase of a Composting Bin.

**4.** Contractor shall provide on-call vehicle tire collection at no charge to Residential Customers.

**5. Electronic Waste.** Contractor shall provide on-call Electronic Waste Collection, at a small fee, to all Residential Customers, as set forth on the Rate Schedule, Exhibit K.

**6. Bulky Items.** Contractor shall collect Bulky Items from all Single Family and Multi-Family Dwellings. Each Customer will be limited to a maximum of two (2) Bulky Items per year at no charge. Contractor may instruct Customer to provide a 48-hour notice for the item which shall be collected on the Customer's regular collection day. Contractor may bill customer for Bulky Items in excess of those set

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

forth above at rates not exceeding those rates set forth in Exhibit K. Bulky Items collected by Contractor may not be landfilled or Disposed of until the following hierarchy has been followed by Contractor:

- a. Reuse as is (if energy efficient)
- b. Disassemble for reuse or Recycling
- c. Recycle
- d. Disposal

This hierarchy precludes the use of front or rear packer loader vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items.

**7. Special Services.** Contractor shall supply the special Collection Services as provided in Article 4, including Christmas Tree Collection, telephone book recycling, semi-annual City-wide clean-up events, and, if available, compost to residents at clean-up events.

- C. Billing.** Contractor shall supply billing services in accordance with Article 10.
- D. Customer Service and Public Relations.** Contractor shall supply phone and on-line access and handle complaints and inquiries in accordance with Article 4.
- E. Public Education and Outreach.** Contractor shall supply these services in accordance with Article 4 and its plan attached as Exhibit G.
- F. Emergency Services.** Contractor shall provide emergency services in accordance with Article 4.

**EXHIBITS**

Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services

---

**EXHIBIT E**

**FORM OF ROUTING MAPS**

Upon receipt of a written request from City, Contractor shall have ten (10) days to provide City with copies of routing maps.

EXHIBITS

Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services

---

**EXHIBIT F**  
**MAINTENANCE PROTOCOL**

Upon receipt of written request from City, Contractor shall have ten (10) days to provide City copies of Contractor's Vehicle and maintenance plan.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

## EXHIBIT G

### COMMUNITY RELATIONS ACTIVITIES

#### A. Public Education Plan Objectives

The objectives of the public education program are the following: -

- (1) To maximize diversion and recycling tonnage by making the recycling program easily understood by residents.
- (2) To educate the community via community meetings and other civic organizations on the details of the program and services offered as well as source reduction and buying recycled content products.
- (3) To convey strong anti-scavenging messages to protect the value of the resources to be collected at the curb.

To encourage maximum citizen participation and assure that City residents are notified as to their day(s) of Collection and the type of Service offered.

#### B. Public Education Materials

Contractor must distribute the following to all Residential Customers:

- (1) Quarterly newsletter prepared and provided by the Contractor summarizing the past and upcoming year's program, events, and successes.
- (2) Brochure prepared by the Contractor and reviewed by the City describing the new program, including service frequency and program changes.
- (3) Fliers prepared and provided by the City will be used on an "as needed basis" if Contractor's Diversion Estimates are not met, or to further educate residents, reinforce recycling program, or to communicate minor changes or modifications in the program.

#### C. Participation in City, School, or Community Events

If requested by the City, the Contractor shall participate in City, School, or Community Events as follows:

- (1) Provide display materials for use at City-sponsored events and school presentations.

EXHIBITS

Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services

---

**(2) Provide promotional items for distribution at community events.**

**(3) Annual participation in an educational capacity at school assemblies and other civic organizations.**

**(4) Participations in an educational capacity at minimum of four (4) community outreach events annually.**

D. Implementation and On-going Education Requirements

**In order to promote public education, in addition to any other materials it develops, Contractor shall reproduce and include in any Billing, at no additional cost, one 8.5" x 11" sheet, provided by the City. City may request Contractor to perform mailing services and if so able, provide not less than thirty (30) days notice to Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate arrangements for inclusion of City's materials in its Billings. City will provide Contractor the mailers at least fifteen (15) days prior to the mailing date. City shall only bear the expense of distribution of such matters to the extent it is clearly in excess of Contractor's normal mailing costs for is Billings.**

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

#### EXHIBIT H

#### HAZARDOUS WASTE SCREENING PROTOCOL

Hazardous materials inadvertently collected along with municipal Solid Waste is a persistent problem facing our industry. Drivers are trained to avoid accidental collection of hazardous materials; and, whenever possible, front or side loading Vehicles are used to allow drivers to easily spot hazardous materials. If Hazardous Waste is found in the container; or if Recyclables are contaminated with Refuse, the customer is notified in writing with a tag attached to the container. The Contractor's drivers and Route Supervisors shall conduct routine waste audits and carefully inspect containers before they are serviced. If contamination is found, written notification is attached to the container. Contractor's written notification system has been in place for many years and it is viewed as an education process for the customer and a safety measure for the both driver and the City of Palm Springs.

Contractor has successfully implemented the following system to address this problem:

1. Continual education and identification to the customers regarding the dangers of improperly disposed of hazardous materials and locations where this material can be taken for proper management.
2. Tags to be filled out and attached to a customer's container indicating what hazardous materials have been identified in the container and proper disposal methods.
3. Driver training on the identification of hazardous materials that have been combined with municipal Solid Waste.

In the event hazardous materials do appear in the waste stream, Contractor has established the following procedures:

1. Collectors receive safety training regarding Hazardous Waste identification, inadvertent contact and notification procedures.
2. Once a suspected Hazardous Waste situation is identified by the Collector, the local supervisor is contacted to isolate the area or load.
3. The local Department of Environmental Health is contacted and steps are taken to properly clean —up and dispose of the material.
4. Investigative efforts are made to establish the source of the material and the individual(s) involved.



**EXHIBITS**

**Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services**

---

**EXHIBIT I  
INSURANCE**

Contractor shall provide insurance in the coverage areas in the dollar amounts as specified in Article 8 prior to commencement of service. Thereafter, copies of the Contractor's Certificate(s) of Insurance shall be provided to the City within thirty (30) days of each Agreement Year.

EXHIBITS

Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services

---

**EXHIBIT J**  
**FORM OF PERFORMANCE BOND**

A performance bond will be provided by the Contractor prior to commencement of service. Proof of renewal shall be provided every twelve (12) months.

The form of the performance bond shall be provided by the City.

EXHIBITS

Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services

---

**EXHIBIT K**  
**CONTRACTOR SERVICE FEE**

**Palm Springs Disposal Services to provide.**

Residential Rates need to be reduced by 14%.

For Example:

<b><u>Twice Weekly Service</u></b>	<b>TO BE REDUCED</b>	<b><u>Once Weekly Automated</u></b>
2013 Est. Rate	<b>BY 14%</b>	
Individual Billing		Individual Billing
Economy Service		Economy Service
\$ 18.44		

Please provide a new Exhibit K with your comments, which reflects a residential reduction of 14%.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

#### **EXHIBIT L** **CITY-SPONSORED EVENTS**

Contractor shall provide all necessary refuse and recyclable collection and disposal /processing services at the following events. Service needs may change over time due to participation, duration of events, and implementation of new events or deletion of current events. City may supplement this list by giving written notice to the Contractor of an additional City-sponsored event at least two (2) weeks before the event. All event service, including increasing service, shall be provided by Contractor at no additional charge.

1. VillageFest
2. Festival of Lights
3. Veteran's Day Parade
4. July 4<sup>th</sup> Celebration
5. City Clean-ups
6. Black History Parade and Festival
7. Pride Parade
8. Tour de Palm Springs
9. Women Running Wild
10. Palm Springs Car Classic
11. Homecoming Parade
12. Desert Aids Walk

**EXHIBITS**

**Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services**

---

**EXHIBIT M**

**NEW VEHICLE TIME SCHEDULE AND SPECIFICATONS**

All vehicles purchased by Contractor shall comply with the requirements set forth in South Coast AQMD Rule 1193, as amended, "Clean On-Road Residential and Commercial Refuse Collection Vehicles," which requires public and private Solid Waste Collection fleet operators to acquire alternative-fuel refuse collection heavy-duty Vehicles when procuring or leasing replacement or fleet expansion Vehicles.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

#### EXHIBIT N

#### SERVICE TO CITY FACILITIES

A. City Facility.

"City Facility" means any building, park or other site operated for the public benefit that is owned or leased and used regularly and significantly by the City or operated under management agreement with the City.

B. Free Services.

Contractor shall provide free Solid Waste Collection and Recycling Service to all current and future City Facilities. An inventory of existing City Facilities is provided as Exhibit R. Said Exhibit may be amended from time to time by the City to add facilities or modify service or frequency of Collection. Contractor shall only be required to Collect Solid Waste and Recyclables from Contractor-provided containers located within Refuse enclosures or another central location at each City Facility. City shall comply with Contractor's requirements for access to, and not overloading, containers.

C. Charges for Disposal of Contaminated Green Waste Loads and Hard to Handle Materials.

Free service at any City Facility is contingent upon City, or City's contractor's adherence to the Waste Reduction and Diversion Plan and source separating Street Sweepings and Green Waste into separate Contractor-provided containers. Contractor may deduct any Disposal Fees or other charges for Green Waste not accepted by a processor due to contamination, incurred in connection with loads classified by the Disposal Site Operator as "Hard-to-Handle," or for overloaded containers from Contractor's payment of Franchise Fees due City. "Hard-to-Handle" means Green Waste that has been contaminated with other materials rendering it unacceptable or difficult to process by normal means. Before any fee or charge may be deducted from Contractor's payment, Contractor shall have first notified City of the condition and allowed City twenty-four (24) hours to remedy the problem. When deducting any fee or charge from Contractor's payment, Contractor shall attach evidence of written notification, evidence of charges paid and any other relevant documentation.

D. City Facility Waste Reduction and Diversion Plan.

City and Contractor shall jointly prepare, implement and carry out a City Facility Waste Reduction and Diversion Plan ("Plan") for each City Facility. Said Plan is intended to maximize waste reduction and diversion at each City

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

Facility. Each Plan shall be prepared by an Audit Team Consisting of the City's Recycling Coordinator, the Contractor's Recycling Coordinator and the facility manager of the City Facility under review. Each Plan shall be written including the following:

- a. A description of the size, and use of the City Facility and its operational practices and users;
- b. A waste generation analysis which includes an examination of the type and amount of waste and recyclables generated at the City Facility;
- c. Identification of source reduction, reuse and diversion opportunities;
- d. Identification of quantified waste reduction and diversion goals by material type;
- e. A listing of the equipment, services and educational materials and programs necessary to achieve the waste reduction and diversion goals;
- f. An assignment of responsibilities and dates for initiating and carrying out the program; and
- g. A schedule for monitoring and reporting results.

#### E. Performance Dates. May Not Be Needed

1. On-Site Inspections. On-site inspections by the Audit Teams shall be performed according to the following schedule (all references to calendar days are following the effective date of this Agreement):

- a. Airport, Convention Center and City Hall — within ninety (90) calendar days;
- b. City Yard, Golf Courses and Police and Fire facilities — within one hundred eighty (180) calendar days; and
- c. Waste Water Treatment Plant and all other City Facilities — within two hundred forty (240) calendar days.

2. Written Plan. The City's Recycling Coordinator shall complete the written Waste Reduction and Diversion Plan for each City Facility within thirty (30) calendar days following each on-site inspection. The City's Recycling Coordinator shall retain a copy of the written Plan and provide a copy to the Contractor and to the on-site operator or manager of each City Facility.

3. Monitoring and Reporting. The City's Recycling Coordinator shall be responsible for monitoring progress and results, revising and updating the plans annually or as needed and annually reporting performance to the City Council. Contractor shall immediately notify City's Recycling Coordinator of any service difficulties or failures of the operators of any City Facility to adhere to the Plan. Disputes regarding compliance with the Plan shall be resolved by the City Manager or his/her designee.

#### 4. Contractor-Provided Containers.

## EXHIBITS

### Agreement Between the City of Palm Springs and Palm Springs Disposal Services For Solid Waste Management Services

---

Contractor shall provide all necessary containers for the centralized Collection of Refuse and Recyclables from City Facilities and portable containers for any special events sponsored by the City.

#### F. City Notification of Operators

City shall require all operators of City Facilities to cooperate with the provisions of this Section and shall include language requiring cooperation and participation in any existing or future lease, management agreement or use permit.

#### G. Contractor's Performance.

Contractor's performance in fulfilling the requirements of this Section may be included as part of any periodic review of Contractor's services and performance.



**EXHIBITS**

**Agreement Between the City of Palm Springs and Palm Springs Disposal Services  
For Solid Waste Management Services**

---

**EXHIBIT O**

**CITY FACILITIES**

Contractor shall, at no expense to the City, Collect and dispose of all Solid Waste put in containers (including Bins and Roll-Off boxes) for Collection at the following current premises owned and/or operated by the City:

**Airport**

**Animal Shelter**

**City Hall**

**City Corporate Yard**

**Library Center**

**Parks and Recreation Facilities**

**Leisure Center-Pavilion-Swim Center-Sunrise Park**

**Highland Park**

**Demuth Park**

**Gateway Park**

**Ruth Hardy Park**

**Tennis Center**

**Angel Stadium**

**Tahquitz Creek Golf Courses**

**Jaycee Building**

**Public Safety Facilities**

**Police Department**

**Headquarters Fire Station**

**Racquet Club Road Fire Station**

**Indian Canyon Fire Station**

**La Verne Fire Station**

**Bolero/Golf Club Fire Station**

**Tourism Facilities**

**Convention Center**

**Plaza Theater**

**Village Green**

**Visitor Information Center**

**Notwithstanding the listing of the current facilities, it is expressly understood that the City may from time to time add or subtract from the foregoing facilities, provided that the new facilities are owned or leased by the City or its affiliated or subordinate agencies.**