



## City Council Report

915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

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**File #:** 2016-01072

December 13, 2016

**Consent Item 13**

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**Title: Contract: Code Enforcement Services for the Sacramento Regional Solid Waste Authority**

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute a one-year agreement with up to four one-year renewals with the Sacramento Regional Solid Waste Authority (SWA) for code enforcement services from the City of Sacramento, Recycling and Solid Waste Division in an amount not-to-exceed \$150,000 per fiscal year.

**Location:** Citywide

**Contact:** Terrance Davis, Integrated Waste General Manager (916) 808-4949, Department of Public Works

**Presenter:** None

**Department:** Public Works

**Attachments:**

1-Description/Analysis

2-SWA Contract

## Description/Analysis

**Issue Detail:** The Sacramento Regional Solid Waste Authority (SWA) is responsible for the administration of commercial solid waste, recycling, and disposal needs within SWA's region. Currently, SWA's region includes the City of Sacramento (City) and the unincorporated area of Sacramento County.

On November 10, 2016, SWA's Board adopted SWA Ordinance 27, "Incorporating Incentives to Support State Mandated Requirements for Commercial Organics Recycling, and Certification Requirements Related to Construction and Demolition Recycling Facilities," which adds new requirements on commercial haulers and generators to address repeated bin overflow and illegal dumping issues.

Under the proposed agreement, the City will allocate one existing full-time employee to provide code enforcement services that enforce the requirements of SWA Ordinance 27 to reduce blight and increase community beautification through proper controls for waste collection receptacles and reduction of illegal dumping.

**Policy Considerations:** The recommendation in this report is in accordance with City Code section 3.64.020 and SWA Code Chapter 5.01 regarding the enforcement of commercial franchise hauler requirements. SWA's Board approved the agreement at their meeting on November 10, 2016.

**Economic Impacts:** None

**Environmental Considerations:** No environmental review is necessary because the recommendation in this report involves the administrative activity of approving a contract and is not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act Guidelines.

**Sustainability:** The recommendation in this report is consistent with the City's 2035 General Plan's goal of improving the health, safety, and visual quality of the community by ensuring compliance with State and City health and safety codes.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The proposed agreement will facilitate the effectiveness of SWA code enforcement reducing blight and improving the appearance of waste receptacles in the City's commercial corridors.

**Financial Considerations:** The City will prepare and submit quarterly invoices to SWA for reimbursement of City code enforcement staff costs (Solid Waste Fund, Fund 6007) in an amount not to exceed \$150,000 per fiscal year. Sufficient funding exists in the FY2016/17 SWA operating budget for services through June 30, 2017. Contract services after June 30, 2017 are subject to funding availability in the budget adopted by the SWA for the applicable fiscal year.

**Local Business Enterprise (LBE):** Not applicable

**SACRAMENTO REGIONAL SOLID WASTE AUTHORITY**

**AGREEMENT FOR  
CODE ENFORCEMENT SERVICES WITH  
THE CITY OF SACRAMENTO**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the SACRAMENTO REGIONAL SOLID WASTE AUTHORITY (“SWA”) and the CITY OF SACRAMENTO, a municipal corporation (“CITY”).

**RECITALS**

WHEREAS, the Sacramento Regional Solid Waste Authority (“SWA”) is responsible for administration of the SWA code related to commercial waste management and recycling within the SWA region; and

WHEREAS, the SWA issues franchises to commercial waste haulers pursuant to the SWA code; and

WHEREAS, the Director of the Department of Waste Management & Recycling acting as the SWA General Manager/Engineer, and/or his or her designee, is authorized to enforce SWA code; and

WHEREAS, the City of Sacramento, Department of Public Works, Recycling and Solid Waste Division (“CITY”) provides code enforcement services to businesses primarily located within the City of Sacramento; and

WHEREAS, the SWA General Manager/Engineer wishes to retain services from the CITY to provide code enforcement services to businesses in order to further SWA goals; and

WHEREAS, both SWA and CITY desire to enter into this AGREEMENT on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**I. SCOPE OF SERVICES**

Under this AGREEMENT, CITY is to provide CODE ENFORCEMENT SERVICES in order to further SWA goals to reduce blight and increase community beautification through proper controls for waste collection receptacles and reduction of illegal dumping.

CITY will provide SWA with the direct services of one full-time employee to accomplish the following tasks listed below, only within the political boundaries of the City of Sacramento:

<b>Task 1: Illegal Dumping Patrol</b>	
<b>Inspections</b>	Gather traceable evidence from discarded items so perpetrator can be located. After conducting research on property/property owner, issue a Notice of Violation within 72 hours to the perpetrator or property owner in person, if possible, or place on the door of their residence or business. Specify time period for owner to remove illegally deposited material.
<b>Re-inspections</b>	Conduct a re-inspection, if the violation has been abated, take compliance photos, attach to CSR and close case with appropriate comments. Upon re-inspection, if the violation has not been abated, issue citations to the property owner and/or the perpetrator.
<b>Site management</b>	In instances of illegal dumping with no responsible party, coordinate pick up of illegally dumped trash with appropriate agency, and insure the area is cleaned and removed promptly so as to not precipitate additional illegal dumping.
<b>Deterrence</b>	Provide recommendations to address illegal dumping in the SWA service area; the installation of deterrent infrastructure, such as fencing, bollards, and signage in "hot spots"; and additional rapid response pick-ups and removals in neighborhoods throughout the SWA service area as needed.
<b>Task 2: SWA Franchisee Controls</b>	
<b>Locking bins</b>	Confirm that businesses have locking containers. If containers are unlocked, staff will lock the containers.
<b>Closed lids and overflowing containers</b>	Enforce code that any person who controls, whether owned, leased, or operated, a refuse container or dumpster must ensure that such container or dumpster is covered at all times and shall prevent refuse from spilling out or overflowing.
	Provide notice to businesses and/or property owners that have insufficient service (overflowing containers). Follow up with hauler to determine level of service including frequency of collection, and to determine necessity of increased service. Follow up with hauler and business/property owner and issue Notice of Violations and/or citations for non-compliance.
<b>Response Time</b>	For non-compliance on unlocked containers, including missing lock bars, broken or missing lids, Insufficient Service/Overflowing Bins, Leaking Containers, or bins not Properly Labeled, enforce 48 hour response time, 72 hours on weekend.

To accomplish the described scope, CITY staff will meet SWA staff regularly on an agreed upon schedule and provide information and reports as requested. If additional or modified services are necessary, then SWA and CITY will meet and confer on a course of action.

**II. FINANCIAL ARRANGEMENTS**

The budget will be on a yearly basis and will coincide with the SWA budget cycle, July 1 – June 30. CITY will prepare and submit quarterly invoices by the 15th day of the month following each quarterly period. Each invoice will contain a detailed breakdown by task accomplished. The amount billed for any fiscal year is not to exceed \$150,000.

**III. TERM**

This AGREEMENT shall take effect upon the first date written above and shall expire on June 30, 2017, unless otherwise renewed. This AGREEMENT may be renewed for up to four (4) one-year periods by mutual written consent of the Parties. The SWA General Manager/Engineer and the City of Sacramento Director of Public Works shall have the authority to renew this AGREEMENT on a year-to-year basis and increase the Total Maximum Payment Amount in accordance with Section II of this Agreement.

**IV. GENERAL MANAGER/ENGINEER**

The SWA General Manager/Engineer shall administer this Agreement on behalf of SWA, and has authority to make administrative amendments to this Agreement including, but not limited to, scope of services, pricing, management practices, etc., so long as Maximum Total Payment Amount, and any authorized amendment thereto, is not exceeded. The General Manager/Engineer may amend this Agreement to increase the Maximum Total Payment Amount, provided that such increase shall not exceed the ten percent (10%) of the annual payment amount under this Agreement, or \$25,000, whichever is less, or in accordance with Sections II and III of this Agreement. Unless otherwise provided herein or required by applicable law, General Manager/Engineer shall be vested with all the rights, powers, and duties of SWA herein.

**V. DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of Public Works for the City of Sacramento or his/her designee, who also serves as the "Director of Solid Waste Code Enforcement". Director shall administer this Agreement on behalf of CITY, and has authority to make administrative amendments to this Agreement on behalf of CITY. Director may amend this Agreement to increase the Maximum Total Payment Amount, provided that such increase shall not exceed ten percent (10%) of the annual payment amount under this Agreement, or \$25,000, whichever is less, or in accordance with Sections II and III of this Agreement. Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of CITY herein.

**VI. MODIFICATION AND TERMINATION**

This AGREEMENT may be renegotiated, amended, or modified at any time by mutual agreement of the Parties. Either Party may terminate this AGREEMENT for any reason by providing a thirty (30 days) written notification to the other Party.

However, should action be taken by the SWA Board or by its member agencies to dissolve the SWA, then SWA may terminate this agreement at any time provided that SWA provides CITY with at least ninety (90) days' notice. The SWA General Manager/Engineer shall have the authority to terminate this AGREEMENT.

**VII. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this AGREEMENT shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO: SWA

Sacramento Regional Solid Waste Authority  
 Attn: Paul Philleo, General Manager/Engineer  
 9850 Goethe Road  
 Sacramento, CA 95827-3561

TO: City of Sacramento

Department of Public Works  
 Recycling and Solid Waste Division  
 Attn: Terrance Davis, Integrated Waste General Manager

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**VIII. INDEMNIFICATION**

To the fullest extent permitted by law, each of the parties shall indemnify, defend, and hold harmless each of the other parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively "indemnified parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the parties that the provisions of this indemnity obligation be interpreted to impose on each party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, authorized volunteers and agents, or contractors. It is also the intention of the parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any claims attributable to the fault of that party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and, thereafter, upon tender in writing to the indemnifying party. The indemnifying party shall defend the indemnified party with counsel reasonably acceptable to the indemnified party. Notwithstanding the foregoing, the indemnified party shall be entitled, on its own behalf, and at the expense of the indemnifying party, to assume control of its defense

or the defense of any indemnified party in any legal action, with counsel reasonably selected by it. Should the indemnified party elect to initially assume control of its defense, or the defense of any indemnified party, it does so without prejudice to its right to subsequently request that the indemnifying party thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

**IX. INSURANCE**

SWA and CITY finance their liability, property, and workers' compensation risks through a combination of self-insurance and insurance. SWA and CITY are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, acclaims, judgments, expenses, fines, or demands of any kind that may arise under the terms of this agreement.

**X. AUTHORIZED REPRESENTATIVES**

Authorized representatives to enter this AGREEMENT are identified as the SWA General Manager/Engineer, and/or his or her designee, and the City of Sacramento Director of Public Works, and/or his or her designee.

**(SIGNATURE PAGE FOLLOWS)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**SACRAMENTO REGIONAL SOLID WASTE AUTHORITY**

**CITY OF SACRAMENTO**, a municipal corporation

By: \_\_\_\_\_  
Paul Philleo, General Manager/Engineer

By: \_\_\_\_\_  
Hector Barron, Interim Director  
Department of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement approved by  
SWA Board:

Approved as to Form:

Agenda Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brett Witter, Supervising Deputy City  
Attorney

Item Number: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement approved by  
City Council with Authority Delegated to the  
Director to sign:

Attest:

Agenda Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Item Number: \_\_\_\_\_

Resolution: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Reviewed and Approved by SWA Counsel

By: \_\_\_\_\_  
Diane E. McElhern  
Deputy SWA Counsel

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_  
Mike Miller, Administrative Services Officer II  
Contract Services Section / Accounting & Fiscal Services  
Sacramento County Municipal Services  
Phone: (916) 874-7034