



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA

APRIL 15, 2019 – 6:00 PM

CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo  
Vice Mayor Sylvia Ballin  
Councilmember Robert C. Gonzales  
Councilmember Antonio Lopez  
Councilmember Hector A. Pacheco

**PLEDGE OF ALLEGIANCE**

Led by Student of the Month Kevin Romero

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) CERTIFICATE OF RECOGNITION – STUDENT OF THE MONTH
  - Kevin Romero – CCLA ArTES High SchoolEducation Commission Chair David Govea
- b) DONATE LIFE CALIFORNIA MONTH – APRIL  
Mayor Joel Fajardo
- c) SPECIAL OLYMPICS LAW ENFORCEMENT TORCH RUN  
Police Chief Anthony Vairo
- d) MEASURE EE – QUALITY TEACHER, CLASS SIZE REDUCTION, AND LOCAL SCHOOL SAFETY  
Los Angeles Unified School District Board Member Kelly Gonez (District 6)

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – April 15, 2019**Page 2 of 5

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**DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

**CITY COUNCIL - LIAISON UPDATES****CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

**1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 19-042 approving the Warrant Register.

**2) CONSIDERATION TO ADOPT AN ORDINANCE APPROVING ZONE CHANGE 2018-002 AND TENTATIVE TRACT MAP 2018-002 LOCATED AT 1001 GLENOAKS BOULEVARD, SAN FERNANDO, CA 91340 (LOS ANGELES COUNTY ASSESSOR'S PARCEL NO. 2515-016-017)**

Recommend that the City Council waive full reading of Ordinance No. 1686 and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California, approving a Zone Change 2018-002 and Tentative Tract Map 2018-002 for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which



**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – April 15, 2019**Page 3 of 5

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is proposing to change to Multiple Family R-2 Residential Planned Development Zone located at 1001 Glenoaks Boulevard.”

**PUBLIC HEARING****3) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE AMENDING CHAPTER 106 OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH UPDATED STANDARDS AND REGULATORY PROCESSES RELATED TO WIRELESS TELECOMMUNICATIONS FACILITIES**

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. 1687 by title only, “An Urgency Ordinance of the City Council of the City of San Fernando, California, Amending Division 13 (Wireless Telecommunications Facilities) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish Updated Regulations and Procedures Related to Wireless Communications Facilities, and Declaring the Urgency Thereof, In Accordance with Government Code Sections 36934 and 36937.” This Ordinance is introduced pursuant to Government Code Sections 36934 and 36939 and requires a four-fifths (4/5<sup>th</sup>s) vote for adoption; and
- c. Adopt Resolution No. 7912 for approval of policy for small wireless facilities

**ADMINISTRATIVE REPORTS****4) CONSIDERATION TO ADOPT PROJECT LIST TO RECEIVE SENATE BILL 1: ROAD MAINTENANCE AND REHABILITATION FUNDS**

Recommend that the City Council:

- a. Accept \$407,203 in Senate Bill 1 (SB 1) funds and approve project list for the SB 1 Local Streets and Roads Program; and
- b. Adopt Resolution No. 7911 adopting the list of projects for Fiscal Year 2019-2020 funded by SB 1: The Road Repair and Accountability Act of 2017.

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – April 15, 2019**Page 4 of 5

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**5) CONTRACT STATUS UPDATE: SOLID WASTE FRANCHISE SERVICES**

Recommend that the City Council:

- a. Receive and file this agenda report; and
- b. Receive and file Republic Services' presentation.

**6) CONSIDERATION TO APPROVE LEASE AND MEMORANDUM OF LEASE WITH THE WILDHORSE FOUNDATION, INC., FOR THE CITY-OWNED PROPERTY AT 828 HARDING AVENUE**

Recommend that the City Council:

- a. Approve a Lease (Contract No. 1911) and Memorandum of Lease by and between the City and The Wildhorse Foundation, Inc., for the City-owned Property at 828 Harding Avenue; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

**7) RECEIVE A PRESENTATION REGARDING THE EXISTING ASSESSMENTS PAID BY DOWNTOWN BUSINESSES**

Recommend that the City Council:

- a. Receive and file a report regarding the existing assessments paid by downtown businesses; and
- b. Provide staff direction, as appropriate.

**8) RECEIVE A PRESENTATION REGARDING PROPERTY BASED IMPROVEMENT DISTRICTS**

Recommend that the City Council:

- a. Receive and file an informational presentation from Urban Place Consulting regarding a Property Based Improvement District; and
- b. Provide staff direction related to assisting with the process to form a Property Based Improvement District in San Fernando.

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – April 15, 2019**

Page 5 of 5

**9) DISCUSSION OF MECHANISMS FOR CITY COUNCIL TO RECEIVE TIMELY INFORMATION REGARDING PLANNING COMMISSION DECISIONS AND FOR STAFF TO PROVIDE REGULAR UPDATES TO CITY COUNCIL ON CURRENT CONSTRUCTION IN THE CITY**

This item was placed on the agenda by Mayor Joel Fajardo.

**10) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING SYLVIA BALLIN TO THE METROPOLITAN WATER DISTRICT'S BOARD OF DIRECTORS**

This item was placed on the agenda by Mayor Joel Fajardo.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.*

Elena G. Chávez, CMC

City Clerk

Signed and Posted: April 11, 2019 (5:00 p.m.)

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.*

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# **Regular Meeting**

# **San Fernando City Council**

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** April 15, 2019

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-042 (Attachment "A") approving the Warrant Register.

### BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The City Manager hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The City Manager hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

### ATTACHMENT:

A. Resolution No. 19-042

**ATTACHMENT "A"****RESOLUTION NO. 19-042****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-042****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of April, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA                    )**  
**COUNTY OF LOS ANGELES        ) ss**  
**CITY OF SAN FERNANDO            )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 15<sup>th</sup> day of April, 2019, by the following vote to it:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist		Voucher List				Page: 1	
04/09/2019 10:00:50AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
214131	4/15/2019	893144 ACCOUNTING PRINCIPALS	10343437		TEMPORARY BUDGET ANALYST-W/E 0		
				11952	001-130-0000-4112	990.00	
			10359654		TEMPORARY BUDGET ANALYST-W/E 0		
				11952	001-130-0000-4112	1,196.25	
			10376088		TEMPORARY BUDGET ANALYST-W/E 0		
214132	4/15/2019	888356 ADVANCED AUTO REPAIR			001-130-0000-4112	1,361.25	
				11952	TEMPORARY BUDGET ANALYST-W/E 0		
			10400521		TEMPORARY BUDGET ANALYST-W/E 0		
				11952	001-130-0000-4112	990.00	
					Total :	4,537.50	
214132	4/15/2019	888356 ADVANCED AUTO REPAIR	1333		REPAIRS TO 2017 FORD EXPLORER UI		
				11947	041-320-0225-4400	2,651.58	
			1337		VEHICLE MAINT., REPAIRS AND BODY '		
				11838	041-320-0225-4400	337.50	
					Total :	2,989.08	
214133	4/15/2019	892930 ADVANTIDGE	255696		UPGRADE TO ID CARD SOFTWARE		
					001-133-0000-4270	162.00	
					Total :	162.00	
214134	4/15/2019	892028 AHUMADA, ALEJANDRA	REIMB		MILEAGE REIMB-WORK RELATED		
					001-420-0000-4390	33.59	
					Total :	33.59	
214135	4/15/2019	100098 AIRGAS SAFETY	9086080489		SAFETY GLOVES		
					043-390-0000-4300	230.19	
					Total :	230.19	
214136	4/15/2019	100143 ALONSO, SERGIO	MARCH 2019		MMAP INSTRUCTOR		
					108-424-3647-4260	720.00	
					109-424-3614-4260	720.00	
					Total :	1,440.00	
214137	4/15/2019	890411 ARC DOCUMENT SOLUTIONS, LLC	10105431		COPIES		
					070-385-0763-4600	127.44	
			10105443		COPIES		

Page:

1

Page: 1

vchlist		Voucher List				Page: 2	
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214137	4/15/2019	890411 ARC DOCUMENT SOLUTIONS, LLC	(Continued)		001-310-0000-4300	110.74	
					Total :	238.18	
214138	4/15/2019	100222 ARROYO BUILDING MATERIALS, INC	224068		MISC. HARDWARE PURCHASES		
				11936	001-311-0000-4300	19.14	
			224124		MISC. HARDWARE PURCHASES		
				11936	001-311-0000-4300	4.79	
			224306		MISC. HARDWARE PURCHASES		
				11936	001-311-0000-4300	92.07	
					Total :	116.00	
214139	4/15/2019	891209 AUTONATION SSC	293218		VEHICLE MAINT		
					041-320-0225-4400	301.22	
			293219		VEHICLE MAINT		
					041-320-0224-4400	24.34	
			293281		VEHICLE MAINT-ANTIFREEZE		
					041-1215	210.24	
					Total :	535.80	
214140	4/15/2019	101709 AV EQUIPMENT RENTAL INC.	212255		CONCRETE BLADE		
					070-383-0000-4310	250.76	
					Total :	250.76	
214141	4/15/2019	893013 AYSON, LEILANI	MAR 2019		ZUMBA INSTRUCTOR		
					017-420-1337-4260	200.00	
					Total :	200.00	
214142	4/15/2019	890546 BARAJAS, CRYSTAL	MARCH 2019		MMAP INSTRUCTOR		
					109-424-3614-4260	272.00	
					Total :	272.00	
214143	4/15/2019	892784 BARAJAS, MARIA BERENICE	MAR 2019		INSTRUCTOR-TOTAL BODY CONDITIONING		
					017-420-1337-4260	370.00	
			MAR 2019		CYCLING INSTRUCTOR		
					017-420-1337-4260	80.00	
					Total :	450.00	

Page: 2

vchlist  
04/09/2019 10:00:50AM

Voucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214144	4/15/2019	100466 CACEO	200009160		RGSTR-CODE ENFORCEMENT TRAINI# 001-152-0000-4370	430.00
			200009168		RGSTR-CODE ENFORCEMENT TRAINI# 001-152-0000-4360	86.00
					<b>Total :</b>	<b>516.00</b>
214145	4/15/2019	893096 CALIFORNIA TRUCK EQUIPMENT CO	10231		RAM MOUNT FOR LAPTOP 070-384-0000-4310	364.15
					<b>Total :</b>	<b>364.15</b>
214146	4/15/2019	891860 CARL WARREN & COMPANY	10468-10480		REIMB. OF ITF ACCT (LIABILITY CLAIM# 006-1037	6,616.12
					<b>Total :</b>	<b>6,616.12</b>
214147	4/15/2019	890117 CASMANN UPHOLSTERY SERVICES	17618		RE-UPHOLSTER SEAT-PW1657 041-320-0370-4400	375.00
					<b>Total :</b>	<b>375.00</b>
214148	4/15/2019	103029 CITY OF SAN FERNANDO	1590-1649		REIMB TO WORKER'S COMP 006-1038	14,072.60
					<b>Total :</b>	<b>14,072.60</b>
214149	4/15/2019	890893 CITY OF SAN FERNANDO	MARCH 2019		COMMISSIONER'S STIPEND DONATION# 001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
214150	4/15/2019	100805 COOPER HARDWARE INC.	114917		MISCELLANEOUS SUPPLIES 043-390-0000-4300	1.71
			114918	11872	MISCELLANEOUS SUPPLIES 043-390-0000-4300	18.81
			115054	11872	MISCELLANEOUS SUPPLIES 043-390-0000-4300	14.42
			115073	11872	MISCELLANEOUS SUPPLIES 043-390-0000-4300	37.09
			115211	11872	MISCELLANEOUS SUPPLIES 043-390-0000-4300	103.26
			115227	11872	MISCELLANEOUS SUPPLIES	

Page: 3

vchlist  
04/09/2019 10:00:50AM

Voucher List  
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214150	4/15/2019	100805 COOPER HARDWARE INC.	(Continued)			
			115346	11872	043-390-0000-4300 MISCELLANEOUS SUPPLIES	5.55
			115350	11872	070-384-0301-4300 MISCELLANEOUS SUPPLIES	142.39
			115498	11872	070-384-0301-4300 MISCELLANEOUS SUPPLIES	-32.85
				11872	070-383-0301-4300	78.64
					<b>Total :</b>	<b>369.02</b>
214151	4/15/2019	891052 CRISTANDO HOUSE, INC	043019		RGSTR-POST/STC COURSE-WELLNES 001-225-3688-4360	100.00
					<b>Total :</b>	<b>100.00</b>
214152	4/15/2019	893147 CROCCO VINEYARDS INC	62-0450-09		WTR ACCT REFUND-551 N MACLAY (A) 070-2010	75.81
					<b>Total :</b>	<b>75.81</b>
214153	4/15/2019	892888 CWE	19487		SAN FERNANDO REGIONAL PARK INFI 010-310-0763-4600	110,450.10
				11788	010-310-0764-4600	55,225.05
				11788	070-385-0763-4600	55,225.05
					<b>Total :</b>	<b>220,900.20</b>
214154	4/15/2019	891425 DIAZ, MARISOL	REIMB.		MNTHLY PYMNT-PROMOTIONAL FLYEF 001-422-0000-4300	25.90
					<b>Total :</b>	<b>25.90</b>
214155	4/15/2019	893129 EL SALTARIN	552115		TAMALES FOR SENIOR DANCE ON 04/; 004-2380	450.00
					<b>Total :</b>	<b>450.00</b>
214156	4/15/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0440667		PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	164.00
			L0440952	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	24.00
			L0441217		PROFESSIONAL SERVICES - LAB DRIN	

Page: 4

vchlist  
04/09/2019 10:00:50AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214156	4/15/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0441736	11899	070-384-0000-4260	12.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0441795		070-384-0000-4260	159.60
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0442230		070-384-0000-4260	159.60
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0442231		070-384-0000-4260	164.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0442463		070-384-0000-4260	159.60
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0443146		070-384-0000-4260	159.60
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0444024		070-384-0000-4260	164.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
					<b>Total :</b>	<b>1,330.40</b>
214157	4/15/2019	103851 EVERSOFIT, INC.	R1925253		WATER SOFTNER RENTAL	
					070-384-0000-4260	160.56
					<b>Total :</b>	<b>160.56</b>
214158	4/15/2019	101114 EXCEL PAVING COMPANY	1-25484		S.F. RD ST IMPROVEMENTS BETWEEN	
				11948	024-311-0157-4600	22,193.00
					024-2037	-1,109.65
					<b>Total :</b>	<b>21,083.35</b>
214159	4/15/2019	101147 FEDEX	6-498-44096		COURIER SERVICES	
					001-190-0000-4280	62.34
					<b>Total :</b>	<b>62.34</b>
214160	4/15/2019	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER (P.W.)	
					070-384-0000-4220	45.82
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	41.70
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	108.83

Page: 5

vchlist  
04/09/2019 10:00:50AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214160	4/15/2019	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-188-4362-031792		PD MAJOR PHONE LINES	
					001-222-0000-4220	597.02
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	76.65
					001-420-0000-4220	251.95
					070-384-0000-4220	230.01
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	35.89
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	34.97
			818-837-1509-032207		PUBLIC WORKS PHONE LINES	
					001-190-0000-4220	34.96
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	327.19
			818-838-4969-021803		POLICE DEPT ALARM PANEL	
					001-222-0000-4220	121.89
					<b>Total :</b>	<b>1,906.88</b>
214161	4/15/2019	892550 GOVEA, DAVID	MAR 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
214162	4/15/2019	101376 GRAINGER, INC.	9106996896		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	238.93
			9109131178		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	35.31
			9113759659		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	11.35
			9114172035		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	9.81
			9114680391		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	2.63
			9120747713		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	6.34
			9130051783		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	001-370-0000-4310	274.91

Page: 6

vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214162	4/15/2019	101376 GRAINGER, INC.	(Continued) 9130438865	11853	MISC. SUPPLIES FOR BUILDING, ELEC 043-390-0000-4300	606.10
					<b>Total :</b>	<b>1,185.38</b>
214163	4/15/2019	101671 GUZMAN, DANETTE	TRAVEL-RECON.		PER DIEM-STC TRAINING IN CONCORI 001-225-3688-4360	20.00
					<b>Total :</b>	<b>20.00</b>
214164	4/15/2019	101434 GUZMAN, JESUS ALBERTO	MARCH 2019		MMAP INSTRUCTOR 108-424-3647-4260 109-424-3614-4260	450.00 450.00
					<b>Total :</b>	<b>900.00</b>
214165	4/15/2019	101672 HANCHETT, NICHOLE	REIMB.		LUNCH REIMB-EOC TRAINING IN LA MI 001-225-0000-4360	14.89
					<b>Total :</b>	<b>14.89</b>
214166	4/15/2019	888647 HDL SOFTWARE, LLC	0013971-IN	11822	FEB-BUSINESS LICENSE ADMINISTRATION 001-130-0000-4260	3,920.00
					<b>Total :</b>	<b>3,920.00</b>
214167	4/15/2019	101483 HERNANDEZ, ALICIA	2000219.003		SENIOR TRIP REFUND-STRAWBERRY I 004-2383	45.00
					<b>Total :</b>	<b>45.00</b>
214168	4/15/2019	102307 HI WAY SAFETY RENTALS, INC.	85702		BARRICADES-BIKE PATH 001-311-0000-4430	555.25
					<b>Total :</b>	<b>555.25</b>
214169	4/15/2019	101511 HINDERLITER DE LLAMAS & ASSOC.	0030866-IN		CONTRACTUAL SERVICES-SALES TAX 001-130-0000-4270	2,727.99
					<b>Total :</b>	<b>2,727.99</b>
214170	4/15/2019	101599 IMAGE 2000 CORPORATION	274789 278183		COPIER TONER SHIPPING CHARGES 001-190-0000-4300 VARIOUS COPIER MAINT CONTRACT 0 001-135-0000-4260	8.50 1,072.42
						Page: 7

vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214170	4/15/2019	101599 IMAGE 2000 CORPORATION	(Continued)		072-360-0000-4450 001-135-0000-4260	76.29 149.15
					<b>Total :</b>	<b>1,306.36</b>
214171	4/15/2019	887740 INDUSTRIAL SHOE COMPANY	1100-1175262		SAFETY BOOTS 043-390-0000-4310	100.00
					<b>Total :</b>	<b>100.00</b>
214172	4/15/2019	101650 INTOXIMETERS, INC.	623400		TESTING DEVICE 001-222-0000-4300	220.66
					<b>Total :</b>	<b>220.66</b>
214173	4/15/2019	891777 IRRIGATION EXPRESS	15142260-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 001-346-0000-4310	428.45
					<b>Total :</b>	<b>428.45</b>
214174	4/15/2019	887952 J. Z. LAWNMOWER SHOP	21535	11873	SMALL EQUIPMENT REPAIR AND MATE 001-346-0000-4320	50.46
					<b>Total :</b>	<b>50.46</b>
214175	4/15/2019	889680 JIMENEZ LOPEZ, JUAN MANUEL	MARCH 2019		MMAP INSTRUCTOR 108-424-3647-4260 109-424-3614-4260	270.00 270.00
					<b>Total :</b>	<b>540.00</b>
214176	4/15/2019	891738 KNIGHT COMMUNICATIONS INC	20101080	11823	IT MANAGEMENT SERVICES-APRIL 201 001-135-0000-4270	10,000.00
					<b>Total :</b>	<b>10,000.00</b>
214177	4/15/2019	101795 KOSMONT & ASSOCIATES	18-0099 006	11893	REAL ESTATE ADVISORY SERVICES 001-150-0000-4270	50.70
					<b>Total :</b>	<b>50.70</b>
214178	4/15/2019	101971 L.A. MUNICIPAL SERVICES	694-750-1000		WATER & ELECTRIC-13180 DRONFIELD 070-384-0000-4210	3,468.74
					<b>Total :</b>	<b>3,468.74</b>
						Page: 8

vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 9
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214179	4/15/2019	101852 LARRY & JOE'S PLUMBING	2089124-0001-02		MISC SUPPLIES 070-383-0301-4300	37.87
					<b>Total :</b>	<b>37.87</b>
214180	4/15/2019	101920 LIEBERT CASSIDY WHITMORE	03262019		ERC WORKSHOP ON 04/10/19	
			1475113		001-133-0000-4270 LEGAL SERVICES	473.00
			1475114		001-112-0000-4270 LEGAL SERVICES	290.00
			1475115		001-112-0000-4270 LEGAL SERVICES	122.50
			1475116		001-112-0000-4270 LEGAL SERVICES	1,073.00
			1475117		001-112-0000-4270 LEGAL SERVICES	2,294.00
			1475432		001-112-0000-4270 LEGAL SERVICES	3,746.50
					<b>Total :</b>	<b>2,552.00</b>
						<b>10,551.00</b>
214181	4/15/2019	102003 LOS ANGELES COUNTY	RE-PW-19021103716	11950	STUDY RE: PEDESTRAIN FENCING AT 001-310-0000-4270	10,821.52
			RE-PW19031104222	11950	STUDY RE: PEDESTRAIN FENCING AT 001-310-0000-4270	5,378.45
					<b>Total :</b>	<b>16,199.97</b>
214182	4/15/2019	892477 LOWES	1314		PROPERTY NUISANCE ABATEMENT-12 001-1235	195.32
			1665		SUPPLIES FOR WELL 2 070-384-0000-4300	121.63
					<b>Total :</b>	<b>316.95</b>
214183	4/15/2019	102063 MACKAY METERS, INC.	1053163	11922	PARKING METER PARTS & EQUIPMEN 029-335-0000-4300	660.40
					<b>Total :</b>	<b>660.40</b>
214184	4/15/2019	892773 MAILFINANCE	N7662004		QRTRLY LEASE RENTAL PYMNTS POS	
						Page: 9

vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 10
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214184	4/15/2019	892773 MAILFINANCE	(Continued)	11814	001-190-0000-4280	1,446.85
					<b>Total :</b>	<b>1,446.85</b>
214185	4/15/2019	102125 MARTINEZ, MARLENE	TRAVEL-RECON.		PER DIEM-STC TRAINING IN CONCORI 001-225-3688-4360	20.00
					<b>Total :</b>	<b>20.00</b>
214186	4/15/2019	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	33.96
					<b>Total :</b>	<b>33.96</b>
214187	4/15/2019	102160 MCMASTER CARR SUPPLY CO	82803183		FLOW ADJUSTER & WALL MOUNT 070-384-0000-4310	1,174.97
			84908288		ITEM RETURNED 070-384-0000-4310	-707.84
					<b>Total :</b>	<b>467.13</b>
214188	4/15/2019	892140 MICHAEL BAKER	1044779	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0157-4260	2,640.00
					<b>Total :</b>	<b>2,640.00</b>
214189	4/15/2019	102226 MISSION LINEN SUPPLY	509505268		LAUNDRY 001-225-0000-4350	109.81
			509533349		LAUNDRY 001-225-0000-4350	129.16
			509550796		LAUNDRY 001-225-0000-4350	143.13
			509580920		LAUNDRY 001-225-0000-4350	90.25
					<b>Total :</b>	<b>472.35</b>
214190	4/15/2019	893050 MORALES-RODRIGUEZ, CRISTAL	MARCH 2019		MMAP MENTOR INSTRUCTOR 109-424-3614-4260	187.00
					<b>Total :</b>	<b>187.00</b>
214191	4/15/2019	892535 MORAN, YOVANNI	MAR 2019		YOGA INSTRUCTOR 017-420-1337-4260	100.00
						Page: 10

vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 11
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214191	4/15/2019	892535 892535 MORAN, YOVANNI	(Continued)			Total : 100.00
214192	4/15/2019	892916 NADA BUS INC	48884		LP SENIOR CLUB TRIP 007-440-0443-4260	990.00 Total : 990.00
214193	4/15/2019	102325 NAPA AUTO PARTS	5478-984179 5478-984697 5478-984899 5478-988073 5478-988190		MISC SUPPLIES 043-390-0000-4300 MISC SUPPLIES 043-390-0000-4300 CREDIT-ITEM RETURNED 043-390-0000-4300 MISC SUPPLIES 043-390-0000-4300 MISC SUPPLIES 041-320-0225-4400	6.80 19.74 -9.88 10.22 5.13 Total : 32.01
214194	4/15/2019	102432 OFFICE DEPOT	2286838429 266936946001 278796446001 284108918001 287167512001 287168167001 289055871001 290275256001 290289201001 290295922001		OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 043-390-0000-4300 TONER CARTRIDGES 070-384-0000-4300 RETURNED OFFICE SUPPLIES 043-390-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE SUPPLIES 043-390-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 TONER & OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES	20.77 9.84 1,099.85 -9.84 78.51 7.36 74.45 441.31 31.99

Page: 11

vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 12
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214194	4/15/2019	102432 OFFICE DEPOT	(Continued) 294292484001		001-222-0000-4300 OFFICE SUPPLIES 001-130-0000-4300 001-190-0000-4300	69.92 12.50 92.28 Total : 1,928.94
214195	4/15/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-325367 4605-325476 4605-325484 4605-325557 4605-326216 4605-326383	11847 11847 11847 11847 11847 11847	VEHICLE SERVICE MAINT. & REPAIR P/ 041-1215 VEHICLE SERVICE MAINT. & REPAIR P/ 041-320-0225-4400 VEHICLE SERVICE MAINT. & REPAIR P/ 041-1215 VEHICLE SERVICE MAINT. & REPAIR P/ 029-335-0000-4400 VEHICLE SERVICE MAINT. & REPAIR P/ 041-320-0225-4400 VEHICLE SERVICE MAINT. & REPAIR P/ 041-320-0225-4400	12.51 41.35 30.23 40.19 189.16 -44.00 Total : 269.44
214196	4/15/2019	892749 PACHECO, VERONICA	MAR 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 Total : 75.00
214197	4/15/2019	890324 PEREZ, JUAN	32219	11809	REFEREE & SCORE KEEPER SVS FOR 017-420-1328-4260 017-420-1328-4300	50.00 160.00 Total : 210.00
214198	4/15/2019	889545 PEREZ, MARIBEL	REIMB.		PARKING & TAXI FARE-CPRS CONFERI 001-420-0000-4370	59.94 Total : 59.94
214199	4/15/2019	102782 RAMIREZ, JOSE A.	032419		MUSIC FOR SENIOR DANCE ON 05/18/ 004-2380	1,150.00 Total : 1,150.00

Page: 12



vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 13
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214200	4/15/2019	102779 RAMIREZ, THOMAS	MAR 2019		KARATE INSTRUCTOR 017-420-1326-4260	480.00
					Total :	480.00
214201	4/15/2019	891881 REMENIH, MICHAEL	MAR 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
214202	4/15/2019	891912 REPUBLIC SERVICES #902	FY2016/2017		LIEN ASSESSMENT PAYMENT 001-2288	29,710.00
					Total :	29,710.00
214203	4/15/2019	889602 RESPOND SYSTEMS	104260		SAFETY SUPPLIES 070-383-0000-4300	64.79
					Total :	64.79
214204	4/15/2019	887296 ROBLED0, OLIVIA	MAR 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
214205	4/15/2019	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-773734	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	33.95
					Total :	33.95
214206	4/15/2019	103045 SAN FER. MALL DOWNTOWN ASSOC.	JAN & MAR		REIMB TO DOWNTOWN ASSOC-JAN & 001-2260	3,416.50
					Total :	3,416.50
214207	4/15/2019	103057 SAN FERNANDO VALLEY SUN	10477		LEGAL PUBLICATIONS 001-2205	296.88
			10478		LEGAL PUBLICATION-WIRELESS ORD 001-150-0000-4230	125.00
					Total :	421.88
214208	4/15/2019	892416 SANCHEZ, KARLA	MAR 2019		ZUMBA INSTRUCTOR 017-420-1337-4260	280.00
					Total :	280.00
						Page: 13

vchlist 04/09/2019 10:00:50AM		Voucher List CITY OF SAN FERNANDO				Page: 14
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214209	4/15/2019	103184 SMART & FINAL	29918		SUPPLIES 001-420-0000-4300	13.07
			52655		SUPPLIES-TREE PLANTING EVENT 001-310-0000-4300	55.61
			59520		SUPPLIES FOR ART CLASS 004-2346	27.78
					Total :	96.46
214210	4/15/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	4,262.93
					Total :	4,262.93
214211	4/15/2019	103251 STANLEY PEST CONTROL	135062	11880	PEST EXTERMINATION FOR THE INTE 043-390-0000-4260	94.00
			135065	11880	PEST EXTERMINATION FOR THE INTE 043-390-0000-4260	95.00
			135099	11880	PEST EXTERMINATION FOR THE INTE 043-390-0000-4260	135.00
			135100	11880	PEST EXTERMINATION FOR THE INTE 043-390-0000-4260	62.00
			135101	11880	PEST EXTERMINATION FOR THE INTE 043-390-0000-4260	55.00
			135102	11880	PEST EXTERMINATION FOR THE INTE 043-390-0000-4260	85.00
			135103	11880	PEST EXTERMINATION FOR THE INTE 043-390-0000-4260	85.00
					Total :	611.00
214212	4/15/2019	889149 STAPLES BUSINESS ADVANTAGE	8053654483		BREAK ROOM SUPPLIES 001-190-0000-4300	389.09
					Total :	389.09
214213	4/15/2019	888946 TEKWERKS	22514	11804	ANNUAL COST OF \$108 (CITY CALEND. 001-135-0000-4260	658.00
			22959	11804	PROGRAM CITY WEBSITE USING 001-135-0000-4260	600.00
						Page: 14



vchlist Voucher List Page: 17

04/09/2019 10:00:50AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214223	4/15/2019	890970 WEX BANK	(Continued)			
					041-320-0224-4402	1,038.84
					041-320-0225-4402	3,810.12
					041-320-0226-4402	2.00
					041-320-0228-4402	703.69
					041-320-0311-4402	752.27
					041-320-0312-4402	2.00
					041-320-0320-4402	176.11
					041-320-0346-4402	142.34
					041-320-0370-4402	920.85
					041-320-0390-4402	1,497.50
					070-382-0000-4402	325.02
					070-383-0000-4402	432.70
					070-384-0000-4402	285.63
					072-360-0000-4402	303.74
					041-320-0420-4402	2.00
					007-313-3630-4402	750.80
					029-335-0000-4402	62.88
					070-381-0000-4402	31.08
					<b>Total :</b>	<b>12,078.07</b>
214224	4/15/2019	891531 WILLDAN ENGINEERING	00617326		DESIGN SERVICES FOR STREET RESL	
				11736	012-311-6673-4600	3,005.92
					<b>Total :</b>	<b>3,005.92</b>
214225	4/15/2019	103710 WONDRIES FLEET GROUP	F05166		2019 FORD F-350 TRUCK FOR WATER I	
			F05756	11774	070-385-0000-4500	68,477.76
				11775	2019 FORD F350 SRW (W3A) XL 2WD C	
				11775	072-365-0000-4500	13,868.76
					041-346-0000-4500	50,000.00
					<b>Total :</b>	<b>132,346.52</b>
214226	4/15/2019	892785 WONG, MICHELLE	MAR 2019		YOGA INSTRUCTOR	
					017-420-1337-4260	100.00
					<b>Total :</b>	<b>100.00</b>
214227	4/15/2019	889467 YOUNGBLOOD & ASSOCIATES	3706A		POLYGRAPH EXAM	

Page: 17

vchlist Voucher List Page: 18

04/09/2019 10:00:50AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214227	4/15/2019	889467 YOUNGBLOOD & ASSOCIATES	(Continued)			
					001-222-0000-4260	300.00
					<b>Total :</b>	<b>300.00</b>
97	Vouchers for bank code :	bank3			<b>Bank total :</b>	<b>544,481.37</b>
97	Vouchers in this report				<b>Total vouchers :</b>	<b>544,481.37</b>

Voucher Registers are not final until approved by Council.

Page: 18

vchlist

04/08/2019 11:09:49AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213759	3/6/2019	103648 CITY OF SAN FERNANDO	PR 3-8-19		REIMB FOR PAYROLL W/E 3-1-19	
					001-1003	355,176.76
					007-1003	787.03
					008-1003	2,061.10
					017-1003	108.57
					018-1003	68,227.36
					027-1003	4,832.08
					029-1003	2,607.69
					041-1003	9,525.81
					043-1003	19,937.28
					070-1003	38,923.33
					072-1003	25,255.48
					119-1003	1,554.82
					<b>Total :</b>	<b>528,997.31</b>
213760	3/12/2019	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - MARCH 2019	
					001-1160	205.59
					<b>Total :</b>	<b>205.59</b>
213761	3/12/2019	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - MARCH 2019	
					001-1160	11,960.42
					<b>Total :</b>	<b>11,960.42</b>
213762	3/12/2019	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - MARCH 2019	
					001-1160	2,474.41
					<b>Total :</b>	<b>2,474.41</b>
213763	3/12/2019	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - MARCH 2019	
					001-1160	3,454.08
					<b>Total :</b>	<b>3,454.08</b>
213888	3/15/2019	893129 EL SALTARIN	552114		TAMALES FOR SENIOR CLUB DANCE	
					004-2380	450.00
					<b>Total :</b>	<b>450.00</b>
213890	3/19/2019	890893 CITY OF SAN FERNANDO	FEB 2019		STIPEND DONATION TO EDUCATION C	

Page: 1

vchlist

04/08/2019 11:09:49AM

Voucher List  
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213890	3/19/2019	890893 CITY OF SAN FERNANDO	(Continued)		001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
213891	3/19/2019	890893 CITY OF SAN FERNANDO	NONPO		ICFA CONTRIB TO LP SENIOR CLUB PF	
					053-2955	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
213892	3/21/2019	103648 CITY OF SAN FERNANDO	PR 3-22-19		REIMB FOR PAYROLL W/E 3-15-19	
					072-1003	21,518.53
					001-1003	352,799.80
					007-1003	290.73
					008-1003	2,061.12
					017-1003	124.85
					018-1003	68,567.75
					027-1003	4,520.21
					029-1003	2,336.05
					041-1003	9,597.81
					043-1003	21,274.23
					070-1003	37,845.59
					094-1003	127.66
					119-1003	1,554.82
					<b>Total :</b>	<b>522,619.15</b>
9 Vouchers for bank code : bank3						<b>Bank total : 1,071,735.96</b>
9 Vouchers in this report						<b>Total vouchers : 1,071,735.96</b>

Voucher Registers are not final until approved by Council.

Page: 2

**SPECIAL CHECKS**

vchlist

Voucher List

Page: 1

03/27/2019 1:57:47PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214027	4/1/2019	100286 BAKER, BEVERLY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
214028	4/1/2019	891015 CROOK, ROBERT	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
214029	4/1/2019	100916 DEIBEL, PAUL	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
214030	4/1/2019	891041 GARCIA, CONNIE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
214031	4/1/2019	101781 KISHITA, ROBERT	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
214032	4/1/2019	101926 LILES, RICHARD	19-Apr		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					<b>Total :</b>	<b>494.41</b>
214033	4/1/2019	891027 LOCKETT, JOANN	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
214034	4/1/2019	102126 MARTINEZ, MIGUEL	19-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>
214035	4/1/2019	891031 ORTEGA, JIMMIE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>

Page: 1

vchlist

Voucher List

Page: 2

03/27/2019 1:57:47PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214036	4/1/2019	891032 OTREMB, EUGENE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
214037	4/1/2019	891354 RAMIREZ, ROSALINDA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>
214038	4/1/2019	102940 RUIZ, RONALD	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
214039	4/1/2019	103121 SERRANO, ARMANDO	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
214040	4/1/2019	892782 TIGHE, DONNA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
214041	4/1/2019	891046 VANAALST, LEONILDA	19-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
15 Vouchers for bank code : bank3						<b>Bank total : 5,895.71</b>
15 Vouchers in this report						<b>Total vouchers : 5,895.71</b>

Voucher Registers are not final until approved by Council.

Page: 2

**SPECIAL CHECKS**

vchlist

03/27/2019

2:28:05PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214042	4/1/2019	100042 ABDALLAH, ALBERT	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,234.75 <b>1,234.75</b>
214043	4/1/2019	100091 AGORICHAS, JOHN	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	224.41 <b>224.41</b>
214044	4/1/2019	891039 AGUILAR, JESUS	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
214045	4/1/2019	100104 ALBA, ANTHONY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
214046	4/1/2019	891011 APODACA-GRASS, ROBERTA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
214047	4/1/2019	100306 BARNARD, LARRY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 <b>1,226.00</b>
214048	4/1/2019	100346 BELDEN, KENNETH M.	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 <b>1,226.00</b>
214049	4/1/2019	892233 BUZZELL, CAROL	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 <b>163.37</b>
214050	4/1/2019	891350 CALZADA, FRANK	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
214051	4/1/2019	100642 CASTRO, RICO	19-Apr		CALPERS HEALTH REIMB	

Page:

1

vchlist

03/27/2019

2:28:05PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214051	4/1/2019	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,551.56 <b>1,551.56</b>
214052	4/1/2019	891014 CREEKMORE, CASIMIRA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214053	4/1/2019	891016 DEATON, MARK	19-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	494.41 <b>494.41</b>
214054	4/1/2019	100913 DECKER, CATHERINE	19-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	653.66 <b>653.66</b>
214055	4/1/2019	100925 DELGADO, RALPH	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
214056	4/1/2019	892102 DOSTER, DARRELL	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
214057	4/1/2019	100996 DRAKE, JOYCE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214058	4/1/2019	100995 DRAKE, MICHAEL	19-Apr		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	129.42 129.41 <b>258.83</b>
214059	4/1/2019	100997 DRAPER, CHRISTOPHER	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46 <b>1,472.46</b>
214060	4/1/2019	101044 ELEY, JEFFREY	19-Apr		CALPERS HEALTH REIMB	

Page:

2

vchlist 03/27/2019 2:28:05PM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214060	4/1/2019	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,940.00
					Total :	1,940.00
214061	4/1/2019	891040 FISHKIN, RIVIAN	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214062	4/1/2019	892103 GAJDOS, BETTY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214063	4/1/2019	891351 GARCIA, DEBRA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	677.47
					Total :	677.47
214064	4/1/2019	891067 GARCIA, NICOLAS	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.56
					Total :	1,177.56
214065	4/1/2019	101318 GLASGOW, KEVIN	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
					Total :	1,472.46
214066	4/1/2019	891020 GLASGOW, ROBERT	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
					Total :	377.00
214067	4/1/2019	891021 GUIZA, JENNIE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
214068	4/1/2019	101415 GUTIERREZ, OSCAR	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214069	4/1/2019	891352 HADEN, SUSANNA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
						Page: 3

vchlist 03/27/2019 2:28:05PM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214069	4/1/2019	891352 891352 HADEN, SUSANNA	(Continued)			Total : 482.64
214070	4/1/2019	101440 HALCON, ERNEST	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
214071	4/1/2019	891918 HARTWELL, BRUCE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214072	4/1/2019	101465 HARVEY, DAVID	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214073	4/1/2019	101466 HARVEY, DEVERY MICHAEL	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,679.00
					Total :	1,679.00
214074	4/1/2019	101471 HASBUN, NAZRI A.	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50
					Total :	1,203.50
214075	4/1/2019	891023 HATFIELD, JAMES	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214076	4/1/2019	892104 HERNANDEZ, ALFONSO	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
					Total :	1,503.07
214077	4/1/2019	891024 HOOKER, RAYMOND	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	707.78
					Total :	707.78
214078	4/1/2019	101538 HOUGH, RAY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
						Page: 4

vchlist 03/27/2019 2:28:05PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214079	4/1/2019	101597 IBRAHIM, SAMIR	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
214080	4/1/2019	101694 JACOBS, ROBERT	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,147.00 <b>1,147.00</b>
214081	4/1/2019	892105 KAHMANN, ERIC	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
214082	4/1/2019	101786 KLOTZSCHE, STEVEN	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
214083	4/1/2019	891866 KNIGHT, DONNA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214084	4/1/2019	892929 LEWIS, WANDA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214085	4/1/2019	891043 LIEBERMAN, LEONARD	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214086	4/1/2019	101933 LITTLEFIELD, LESLEY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
214087	4/1/2019	102059 MACK, MARSHALL	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
214088	4/1/2019	891010 MAERTZ, ALVIN	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
						Page: 5

vchlist 03/27/2019 2:28:05PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214088	4/1/2019	891010 MAERTZ, ALVIN	(Continued)			<b>511.48</b>
214089	4/1/2019	888037 MARTINEZ, ALVARO	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 <b>1,101.28</b>
214090	4/1/2019	102206 MILLER, WILMA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214091	4/1/2019	102212 MIRAMONTES, MONICA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
214092	4/1/2019	102232 MIURA, HOWARD	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214093	4/1/2019	892106 MONTAN, EDWARD	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
214094	4/1/2019	102365 NAVARRO, RICARDO A	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
214095	4/1/2019	102473 ORDELHEIDE, ROBERT	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 <b>1,551.56</b>
214096	4/1/2019	102483 OROZCO, ELVIRA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 <b>163.37</b>
214097	4/1/2019	102486 ORSINI, TODD	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 <b>1,605.35</b>
						Page: 6



vchlist 03/27/2019 2:28:05PM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214098	4/1/2019	102569 PARKS, ROBERT	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 <b>1,940.00</b>
214099	4/1/2019	891353 PEAVY, JOSEPH	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214100	4/1/2019	102527 PISCITELLI, ANTHONY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
214101	4/1/2019	891033 POLLOCK, CHRISTINE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	377.00 <b>377.00</b>
214102	4/1/2019	102735 QUINONEZ, MARIA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 <b>1,101.28</b>
214103	4/1/2019	891034 RAMSEY, JAMES	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 <b>677.47</b>
214104	4/1/2019	102864 RIVETTI, DOMINICK	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 <b>886.00</b>
214105	4/1/2019	102936 RUELAS, MARCO	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.82 <b>1,124.82</b>
214106	4/1/2019	891044 RUSSUM, LINDA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214107	4/1/2019	890806 SALDIVAR, GEORGE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
						Page: 7

vchlist 03/27/2019 2:28:05PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214107	4/1/2019	890806 890806 SALDIVAR, GEORGE	(Continued)			<b>187.74</b>
214108	4/1/2019	892107 SHANAHAN, MARK	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
214109	4/1/2019	891035 SHERWOOD, NINA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214110	4/1/2019	103175 SKOBIN, ROMELIA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
214111	4/1/2019	103220 SOMERVILLE, MICHAEL	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00 <b>1,487.00</b>
214112	4/1/2019	103394 TORRES, RACHEL	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214113	4/1/2019	889588 UFANO, VIRGINIA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
214114	4/1/2019	888417 VALDIVIA, LAURA	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	707.78 <b>707.78</b>
214115	4/1/2019	103562 VASQUEZ, JOEL	19-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00 <b>1,940.00</b>
214116	4/1/2019	891038 WAITE, CURTIS	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
						Page: 8

vchlist

Voucher List

Page: 9

03/27/2019 2:28:05PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214117	4/1/2019	891036 WATT, DAVID	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
214118	4/1/2019	891037 WEBB, NANCY	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 <b>677.47</b>
214119	4/1/2019	103643 WEDDING, JEROME	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
214120	4/1/2019	103727 WYSBEEK, DOUDE	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
214121	4/1/2019	103737 YNIGUEZ, LEONARD	19-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
80 Vouchers for bank code : bank3						<b>Bank total : 59,127.35</b>
80 Vouchers in this report						<b>Total vouchers : 59,127.35</b>

Voucher Registers are not final until approved by Council.

Page: 9

vchlist  
03/28/2019 10:21:44AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214122	3/18/2019	893115 P.E.R.S.	1001282903		EMPLOYER CONTRIB VARIANCE-PE 02	
					018-390-0000-4124	218.60
					070-381-0000-4124	105.02
					018-344-0000-4124	72.02
					018-370-0000-4124	38.77
					<b>Total :</b>	<b>434.41</b>
					<b>Bank total :</b>	<b>434.41</b>
					<b>Total vouchers :</b>	<b>434.41</b>

1 Vouchers for bank code : bank3

1 Vouchers in this report

Voucher Registers are not final until approved by Council.

Page: 1

**SPECIAL CHECK**

vchlist

Voucher List

Page: 1

03/29/2019 12:49:21PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214123	3/28/2019	893115 P.E.R.S.	1001290383		EMPLOYER CONTRIB VARIANCE-PE 001-1160	2,830.98
Total :						2,830.98
1 Vouchers for bank code : bank3						Bank total : 2,830.98
1 Vouchers in this report						Total vouchers : 2,830.98

Voucher Registers are not final until approved by Council.

Page: 1

**SPECIAL CHECK**

vchlist

Voucher List

Page: 1

04/03/2019 10:29:25AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214124	4/3/2019	100020 A.G.O.P. SURPLUS STORES	4630		RAIN GEAR 001-311-0000-4300	109.98
			4631		RAIN GEAR 001-311-0000-4300	329.94
			4633		RAIN GEAR 041-320-0000-4310	219.96
			4634		RAIN GEAR 070-383-0000-4310	219.96
			4635		RAIN GEAR 001-311-0000-4300	131.98
			4636		RAIN GEAR 043-390-0000-4300	439.94
			4637		RAIN GEAR 043-390-0000-4300	351.92
			4639		RAIN GEAR 043-390-0000-4300	109.98
Total :						1,913.66
1 Vouchers for bank code : bank3						Bank total : 1,913.66
1 Vouchers in this report						Total vouchers : 1,913.66

Voucher Registers are not final until approved by Council.

Page: 1

**SPECIAL CHECK**

vchlist

Voucher List

Page: 1

04/04/2019 12:00:17PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214126	4/4/2019	102519 P.E.R.S.	APRIL 2019		HEALTH INS. BENEFITS-APRIL 2019 001-1160	163,699.70
Total :						163,699.70
1 Vouchers for bank code : bank3						Bank total : 163,699.70
1 Vouchers in this report						Total vouchers : 163,699.70

Voucher Registers are not final until approved by Council.

Page: 1



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**ORDINANCE NO. 1686****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A ZONE CHANGE 2018-002 AND TENTATIVE TRACT MAP 2018-002 FOR THE DEVELOPMENT OF A SIX-UNIT CONDOMINIUM PROJECT WITHIN THE EXISTING C-1 LIMITED COMMERCIAL ZONE WHICH IS PROPOSING TO CHANGE TO MULTIPLE FAMILY R-2 RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONE LOCATED AT 1001 GLENOAKS BOULEVARD**

**The City Council of the City of San Fernando does hereby ordain as following:**

**WHEREAS**, an application has been filed by Bruce Partovi, P.O. Box 8312 Van Nuys, CA 91409 (the “Applicant”), to request for the approval of a Zone Change and Tentative Tract Map for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development (RPD) Zone; and

**WHEREAS**, notice of public hearing of the City Council of the City of San Fernando to consider the requested zone change and tentative tract map was given in accordance with Government Code §66451.3; and

**WHEREAS**, the Applicant has requested approval of the requested Zone Change Pursuant to section 106-20 of the San Fernando Municipal Code which would allow for a zone change to designate the site from a C-1 Limited Commercial lot to a Multiple Family R-2 Residential Planned Development (RPD) lot, the proposed use meets the minimum development standards. Based on the foregoing, it is staff’s assessment that the request is consistent with the General Plan and applicable development standards; and

**WHEREAS**, the Applicant has requested approval of the requested Tentative Tract Map Pursuant to the City’s Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code which would allow for the subdivision of six individual condominium lots, the proposed use meets the minimum development standards. Based on the foregoing, it is staff’s assessment that the request is consistent with the General Plan and applicable development standards; and

**WHEREAS**, pursuant to Government Code §66452.3, City staff prepared a written report recommending that the proposed subdivision be approved, and served a copy of that report upon the subdivider at least three (3) days prior to the aforementioned hearing; and

**WHEREAS**, pursuant to Government Code §66412.3, the Planning Commission has considered the effect of the proposed development, on the housing needs of the region in which San Fernando is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources; the approval of the proposed development represents the balance of these respective needs in a manner which is consistent with the City’s obligation pursuant to its powers to protect the public health, safety and welfare; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1:** This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the project has been determined to be categorically exempt from further environmental review documentation under Categorical Exemption Class 32 (In-fill Development Projects) of the City's adopted Local CEQA Guidelines; and

**SECTION 2:** The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan and the applicable development standards for Multiple Family R-2 RPD Zone; and

**SECTION 3:** Pursuant to City Code Section 106-20, the City Council finds that the following findings for Zone Change 2018-002 have been justified and upheld in the affirmative in concurrence with the recommended conditions of approval regarding the development of a six-unit condominium. The City Council findings are as follows:

**1. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.**

The proposed Zone Change from C-1 Limited Commercial to R-2 RPD is consistent with the General Plan Land Use Element which states that, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density [residential]." (Pg. IV-8). The proposed Zone Change is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial uses. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan, which for Medium Density Residential allows 6-17 dwelling units per acre (San Fernando General Plan Land Use Element Chart IV-1: Current Land Use Element Categories and Implementing Zones, Pg. IV-9).

This supports the Housing Element Goal 1.0, Policy 1.2 which looks to maintain and enhance the quality of existing neighborhoods by maintaining the character of the established neighborhood through the development of new residential units and Goal 2.0, Policy 2.1 which provides adequate housing sites to facilitate the development of a range of residential types in San Fernando that fulfill regional housing needs. Thus, it is staff's assessment that this finding can be made in this case.

**2. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.**

The proposed zone change from C-1 Limited Commercial to R-2 RPD will not be detrimental to the public interest, health, safety, convenience of welfare due to the fact that the proposed use will be consistent with and complement established uses within the vicinity. In addition,

the proposed use would allow for the ongoing development and creation of new fair market housing within the general area. With the adoption of the recommended conditions of approval for the requested zone change, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Zone Change would require corrective action on behalf of the property owners. Thus, it is staff's assessment that this finding can be made in this case.

**SECTION 4:** Pursuant to Government Code §66474, with the incorporation of those conditions attached as Exhibit "A":

- a. The proposed map is consistent with the applicable general and specific plans as specified in Government Code §65451.
- b. The design and improvements of the proposed subdivision are consistent with the General Plan.
- c. The site is physically suitable for the type of development contemplated by the proposed subdivision.
- d. The site is physically suitable for the proposed density of the development contemplated by the proposed subdivision.
- e. The design of the development and improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
- f. The design of the development and improvements is not likely to cause serious public health problems.
- g. The design of the development or the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed development.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this 15<sup>th</sup> day of April, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

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Richard Padilla, Assistant City Attorney

**STATE OF CALIFORNIA**           )  
**COUNTY OF LOS ANGELES**    ) ss  
**CITY OF SAN FERNANDO**       )

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. 1686 was adopted at a regular meeting of the City Council held on the 15<sup>th</sup> day of April 2019, and was carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Elena G. Chávez, City Clerk

**EXHIBIT “A”**  
**CONDITIONS OF APPROVAL**

**PROJECT NO.:**                   **Zone Change 2018-002,**  
   **Tentative Tract Map 2018-002**

**PROJECT ADDRESS:**       1001 Glenoaks Boulevard, San Fernando, CA 91340  
   (Los Angeles County Assessor Identification No.: 2515-016-017)

**PROJECT DESCRIPTION:** Approval of Zone Change 2018-002 and Tentative Tract Map  
2018-002

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety, as determined by the Community Development Department:

1. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.
2. Revocation. Violation of, or noncompliance with, any of these conditions of approval may constitute grounds for revocation of this conditional use permit, as provided below:

Where conditions and activities associated with the operation of the future tenant, as defined herein, interfere with the quiet enjoyment of life and property in the neighborhood, or are or tend to be, injurious to health and safety of persons in the neighborhood. These include, but are not limited to the following:

Excessive noise, noxious smells or fumes, loitering, littering, disturbing the peace, illegal drug activity, public vandalism, graffiti, lewd conduct, gambling, illegal parking, traffic violations, theft, assaults, batteries;

Police detention, citation, and/or arrests for these or any other unlawful activity attributed to the sale and/or consumption of illegal items declared by the City to be a public nuisance;

3. Property Maintenance. The subject site and its immediate surrounding area shall be maintained in a clean, neat and orderly manner at all times and shall comply with the property maintenance standards as set forth in the San Fernando City Code.
4. Landscape. All proposed on-site and off-site plantings shall be kept in a healthy and growing condition, consistent with the design of a landscaping and irrigation plan approved by the Community Development Department. Fertilization, cultivation, tree pruning shall be a part of regular maintenance. Good horticultural practices shall be followed in all instances. The landscape design shall be further refined as necessary to improve the level of design quality by focusing on important design principles. Further landscape design refinements shall address, but not be limited to, the following:
  - a) The landscaping shall be provided with an appropriate low-maintenance landscape design and material selection that is attractive, durable and drought-tolerant. All proposed landscaping shall be arranged to emphasize visual attractiveness as viewed from the public right-of-way.
  - b) All proposed landscaped areas shall be served by well-balanced automatic irrigation system operated by an electrically timed controller station set for early morning irrigation and maintained in a manner consistent with the approved landscape plan. The final landscaping/irrigation plan shall identify the size and location of all landscape materials and irrigation equipment. Water conservation measures shall be incorporated in the irrigation plan;
  - c) The landscape plan shall provide specifications for the following: design of hardscape elements, including pedestrian walkways, paved areas, common areas, seating, landscape planters, lighting, etc.; planting materials, including, trees, shrubs, ground cover, grass, miscellaneous plant materials, landscape containers and soil preparation; and, automatic irrigation plans, including materials and details.
5. SCAQMD. South Coast Air Quality Management District ("SCAQMD") must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day. Once approval from SCAQMD has been obtained, a City of San Fernando Demolition Permit is required for any existing buildings or structures which are to be demolished and must be obtained prior to any work commencing.
6. Surface Runoff. All requirements of the National Pollutant Discharge Elimination System (NPDES) shall be complied with and an NPDES permit, including but not limited to the installation of any required clarifiers and/or on-site infiltration system, must be obtained prior to any occupation or use of the site. During construction, the project site shall comply with all applicable Best Management Practices (BMPs).
7. Construction Hours. Construction activity on Mondays through Fridays shall comply with the current San Fernando City Code standards for construction of 7:00 a.m. to 6:00 p.m. In addition, any construction on Saturday shall be from 8:00 a.m. to 6:00 p.m. Unless otherwise allowed in

the City's Noise Ordinance, no construction shall be allowed on Sundays and Federal Holidays.

8. Graffiti Removal. Unless otherwise specified in the conditions of approval, the property owner(s), operator and all successors shall comply with the graffiti removal and deterrence requirements of the San Fernando City Code. The property owner(s), operator and all successors shall provide for the immediate removal of any graffiti vandalism occurring on the property and, where applicable, the restoration of the surface on which the graffiti exists. Such restoration shall entail repainting or refinishing of the surface with a color or finish that matches the color or finish of the remaining portions of the structure being painted, and including treatment of the surface or site with measures to deter future graffiti vandalism as approved or required by the community development department. Property owner(s), operator and all successors shall maintain an additional stock of exterior paints and finishes for immediate execution of graffiti removal. Unless removed by the property owner or their designee within the specified time frame required by city code, property owner(s), operator and all successors shall grant the right of access to authorized agents of the City of San Fernando to remove graffiti from any surface on the property that is open and accessible from city property or public right-of-way, at the expense of the owner(s) or operator and all successors.
9. The proposed Final Tract Map shall be in compliance with all of the provisions of Chapter 78 (Subdivisions) of the San Fernando Municipal Code and the State of California Subdivision Map Act (Government Code §66410 et seq.). The Tentative Tract Map shall be valid for a period of two (2) years from the date of approval, unless an extension is approved by the Community Development Director. The applicant shall also comply with all other requirements of any applicable federal, state, or local law, ordinance, or regulation.
10. The existing structures shall be removed pursuant to a demolition permit obtained from the Building and Safety Supervisor. The demolition shall comply with all applicable building and safety code requirements and clearance shall be obtained from the Air Quality Management District ("AQMD") prior to demolition.
11. All on-site utilities shall be located underground. Applicant shall provide any easements as necessary. Overhead utility facilities and distribution lines located on the site or off-site adjacent to the perimeter of the site shall be removed and/or placed underground unless determined to be unfeasible by Community Development Department. The applicant shall comply with all development standards and health and safety requirements or guidelines of any relevant utility company, the Public Utilities Commission and the City of San Fernando ("City") relating to construction or residential occupancy in proximity to any remaining overhead utility distribution facilities, and to the design of new utilities placed underground or elsewhere.
12. Electrical distribution facilities/equipment (transformers, load centers, panel boxes and meters, major conductors, underground conduits, etc.) shall be designed/located in conformance with California Public Utilities Commission recommendations for "prudent avoidance" of exposures of dwelling unit occupants to power frequency electromagnetic fields (EMF) that are above background levels.

13. The applicant shall verify to the City's satisfaction that there is no existing contamination of soil on the site.
14. The Final Tract Map shall be prepared in accordance with the policies and procedures of the City of San Fernando. Final Tract Map approval shall be contingent upon compliance with all the conditions of approval for Site Plan Review 2015-19. Such map shall be submitted to the Community Development Department and shall be approved for recording by the City Engineer and be recorded with the County Recorder prior to expiration of the Tentative Parcel Map.
15. The applicant shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist." Also, any approved revisions to the proposed Subdivision shall be incorporated into the site plan submitted prior to approval of the Final Tract Map.
16. The applicant shall pay in full a fee in-lieu for parkland acquisition or enhancement ("Quimby fee") as a condition of approval of a final tract map for residential subdivision. The required development fee is calculated with a formula: fair market land value per square foot times number of dwelling units times 235 square foot per unit. Staff will establish land value determination before second reading of Ordinance 1686.
17. A drainage study of the site shall be performed and any improvements necessary to prevent runoff from any future development onto adjacent properties shall be provided or ensured by a bond.
18. A landscape plan shall be reviewed and approved by the City Engineer.
19. Within thirty (30) days of approval of Tentative Tract Map 2018-002, the applicant shall certify his or her acceptance of the conditions of approval or modifications thereto by signing a statement that he or she accepts and shall be bound by all of the conditions.
20. General Compliance. The applicant shall comply with all requirements of applicable federal, state, or local law, ordinance, or regulation.
21. Occupancy per Approval. The subject property shall be improved in substantial conformance with the site plan, exterior elevations, floor plans, and landscape plan, as reviewed by the Planning and Preservation Commission on March 05, 2019, except as herein modified to comply with these Conditions of Approval.
22. Trash Receptacles. All trash receptacles shall be placed in a confined area within the property out of sight of the public right of way as well as off of public property except for trash collection activities.
23. Site Inspections. The Community Development Department shall have the authority to inspect the site to assure compliance with these conditions of approval. The applicant and all successors shall grant the right of access to authorized agents of the City of San Fernando to conduct periodic inspections of the property.



24. Modifications. Unless the Community Development Director deems a proposed change to the approved plans and operation a minor modification, any and all other modifications to the development plan, including these conditions of approval, shall require review and approval by the Planning and Preservation Commission. Expansion or enlargement of the activity beyond the thresholds permitted by this entitlement shall be subject to the CUP modification approval process.
25. Covenants Conditions and Restrictions. CC&R's shall be reviewed by the Community Development Department and shall be recorded before the issuance of a Certificate of Occupancy.
26. Building Code Requirements. The applicant shall comply with all applicable building and construction requirements of the City of San Fernando's building codes, as specified by the City's Community Development Department.
27. Expiration. This conditional use permit shall become null and void unless exercised by obtaining building permits to implement the construction granted by this entitlement within twelve (12) months of final approval. Additional time in increments of six (6) months at a time may be granted, at the discretion of the Community Development Department Director.





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Timothy T. Hou, Director of Community Development

**Date:** April 15, 2019

**Subject:** Consideration to Adopt an Urgency Ordinance Amending Chapter 106 of the San Fernando Municipal Code to Establish Updated Standards and Regulatory Processes Related to Wireless Telecommunications Facilities

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. 1687 (Attachment "A") by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Amending Division 13 (Wireless Telecommunications Facilities) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish Updated Regulations and Procedures Related to Wireless Communications Facilities, and Declaring the Urgency Thereof, In Accordance with Government Code Sections 36934 and 36937." **This Ordinance is introduced pursuant to Government Code Sections 36934 and 36939 and requires a four-fifths (4/5<sup>th</sup>s) vote for adoption;** and
- c. Adopt Resolution No. 7912 (Attachment "B") for approval of policy for small wireless facilities (Exhibit "1" of Attachment "B").

### BACKGROUND:

1. On December 5, 2005, the City adopted Ordinance No. 1569 establishing standards for the development and placement of wireless telecommunications facilities.
2. On August 2, 2018, the United States Federal Communications Commission ("FCC") adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a) and directed the Wireline Competition Bureau and the Wireless Telecommunications Bureau to hear and resolve all complaints on an expedited basis.

**Consideration to Adopt an Urgency Ordinance Amending Chapter 106 of the San Fernando Municipal Code to Establish Updated Standards and Regulatory Processes Related to Wireless Communications Facilities**

Page 2 of 4

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3. On September 26, 2018, the FCC adopted a declaratory ruling, report, and order (the “FCC Order”), which is effective as of January 14, 2019, and, among other things, creates a new regulatory classification for small wireless facilities, requires state and local governments to process applications for small wireless facilities within 60 days or 90 days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition.
4. The FCC provided local jurisdictions a deadline of April 15, 2019 to publish compliant aesthetic standards (e.g., location, stealth features, type of installation) for small cell siting applications.
5. The Planning and Preservation Commission approved Resolution No. 2019-007 (Attachment “C”) at its public hearing on April 3, 2019, recommending to the City Council:
  - a. Adoption of the proposed Urgency Ordinance No. 1687 to establish updated standards and regulatory processes related to wireless communications facilities; and
  - b. Approval of related policy guidelines for small wireless facilities.
6. On April 4, 2019, a public hearing notice was published in the print and online versions of the legal advertisement section of the *San Fernando Valley Sun Newspaper* (Attachment “D”) and posted at the two City Hall bulletins regarding this public hearing of April 15, 2019.

**ANALYSIS:**

In response to the FCC Order that took effect on January 14, 2019, the proposed Urgency Ordinance would amend Division 13 (Wireless Telecommunications Facilities) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code to authorize the City’s establishment of regulations in compliance with the FCC Order through City Council resolution.

The City’s regulations on wireless telecommunications facilities, which were adopted in 2005, did not include a reference to small wireless facilities. Small wireless facilities, per the FCC definition [47 C.F.R. § 1.6002(l)], are facilities that meet each of the following conditions:

1. The facilities:
  - i. Are mounted on structures 50 feet or less in height including their antennas as defined in § 1.1320(d); or

**Consideration to Adopt an Urgency Ordinance Amending Chapter 106 of the San Fernando Municipal Code to Establish Updated Standards and Regulatory Processes Related to Wireless Communications Facilities**

Page 3 of 4

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- ii. Are mounted on structures no more than 10 percent taller than other adjacent structures; or
  - iii. Do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- 2. Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume;
- 3. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- 4. The facilities do not require antenna structure registration under part 17 of this chapter;
- 5. The facilities are not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- 6. The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in § 1.1307(b).

Instead, the City's regulations focused on large scale "macro" wireless facilities prevalent at the time. Over the past several years, smaller "micro" wireless facilities have become an increasingly important component of the telecommunications network providing cellular telephone and data service to the world's connected devices.

The proposed Urgency Ordinance would establish by resolution specific regulations and protocols for the City's evaluation and permitting of requests for these small wireless facilities to ensure that the City complies with applicable shot clock deadlines and other mandates from the FCC Order, including limitations on regulatory and proprietary fees. It would establish the addition of a new Subdivision V regarding small wireless facilities and would ordain that all small wireless facilities are subject to a permit, as specified in a City Council policy to be adopted by City Council resolution.

The proposed City policy guidelines describe the required permits, approvals and location requirements for small wireless facilities. These include the City's location preferences, ordered from most to least preferred. For example, locations near non-residential zones are given preference over locations near residential zones. Additionally, the policy includes design standards for noise, concealment, spacing requirements, allowable sizes and heights, and accessory equipment. Lastly, the policy lays out application requirements, including technical submissions and public notices within 500 ft. of the proposed facility.

**Consideration to Adopt an Urgency Ordinance Amending Chapter 106 of the San Fernando Municipal Code to Establish Updated Standards and Regulatory Processes Related to Wireless Communications Facilities**Page 4 of 4

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**Environmental Determination.**

The proposed Code Amendment and Urgency Ordinance are exempt from California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.

**BUDGET IMPACT:**

Approval of this Urgency Ordinance does not have a direct fiscal impact on the City's General Fund budget. Staff will return to the City Council at a future date to propose cost recovery regulatory fees pertaining to the implementation of the City's wireless communications facilities policies.

**CONCLUSION:**

Subsequent to the presentation and public testimony, staff recommends that City Council approve Urgency Ordinance No. 1687 to establish updated standards and regulatory processes related to wireless communications facilities, and adopt Resolution No. 7912 approving related policy guidelines for small wireless facilities.

**ATTACHMENT:**

- A. Urgency Ordinance No. 1687
- B. Resolution No. 7912, with Exhibit 1 (Policy for Small Wireless Facilities)
- C. Planning and Preservation Commission Resolution No. 2019-007
- D. Notice of Public Hearing



**ATTACHMENT "A"****URGENCY ORDINANCE NO. 1687**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING DIVISION 13 (WIRELESS TELECOMMUNICATIONS FACILITIES) OF ARTICLE VI (GENERAL REGULATIONS) OF CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH UPDATED REGULATIONS AND PROCEDURES RELATED TO WIRELESS COMMUNICATIONS FACILITIES, AND DECLARING THE URGENCY THEREOF, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937**

**WHEREAS**, pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the "City") has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of their residents through its police power;

**WHEREAS**, the City's police power provides the right to adopt and enforce zoning regulations;

**WHEREAS**, state and federal law do not vest local governments with complete control over the regulation of wireless communications facilities, such as macro cell towers or so-called small cells;

**WHEREAS**, wireless service providers must apply to cities and counties for permits to build structures that support wireless telecommunications equipment, like antennae and related devices;

**WHEREAS**, wireless carriers must seek local approval to place additional telecommunications equipment on structures and facilities where that equipment already exists, which are referred to as collocations;

**WHEREAS**, California cities are preempted from regulating various aspects of wireless communications facilities siting, under both federal and state law;

**WHEREAS**, federal law establishes specified limitations and preemptions in relation to the siting of wireless communications facilities as part of the Federal Telecommunications Act of 1996 (47 U.S.C. § 332);

**WHEREAS**, federal law provides that no state or local statute or regulation, or other state or local requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service (47 U.S.C. § 253);

**WHEREAS**, federal law also provides that a state or local government may not deny, but shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such a tower or base station (47 U.S.C. § 1455(a));

**WHEREAS**, Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (“Section 6409”) mandates that state or local government approve certain wireless communications facilities siting requests for modifications and collocations of wireless transmissions equipment on an existing tower or base station that do not result in a substantial change to the physical dimensions of such tower or base station;

**WHEREAS**, in October 2014, the Federal Communications Commission (FCC) unanimously approved rules interpreting Section 6409 that took effect as of April 2015;

**WHEREAS**, under state law, a wireless collocation facility must be a permitted use, not subject to a local discretionary permit, if it satisfies certain requirements (Gov. Code, § 65850.6);

**WHEREAS**, under California Senate Bill 1627, local governments are required to approve collocations through a ministerial process and are prohibited from limiting the duration of permits for wireless sites to less than 10 years, absent good reason;

**WHEREAS**, federal and state laws impose various so-called “shot clocks” for periods that can lead to projects being deemed approved if not approved or denied within the applicable time frame;

**WHEREAS**, telecommunications companies have access to attach their equipment to utility poles in the public right-of-way, governed by a set of state and federal regulations;

**WHEREAS**, this method of attachment is increasingly popular as such companies seek to deploy so-called 5G network technology;

**WHEREAS**, state law establishes a framework, process, and procedures governing the attachment of telecommunications facilities to investor-owned utility poles and municipal utility poles, providing the California Public Utilities Commission (CPUC) the authority to establish and enforce rates, terms and conditions for pole attachments;

**WHEREAS**, telecommunications companies are authorized to erect poles and attach to investor-owned and municipal utility poles under specified cost-based rates (Pub. Util. Code, § 7901);

**WHEREAS**, local governments may not block utility pole attachments, but existing law authorizes them to regulate the time, manner, and place of pole attachments in the public right-of-way (Pub. Util. Code, § 7901.1);

**WHEREAS**, these local regulations are the vehicle for local police power/regulation;

**WHEREAS**, significant changes in federal and state law that affect local authority over wireless communications facilities (“WCFs”) have occurred, including but not limited to the following:

- On August 2, 2018, the United States Federal Communications Commission (“FCC”) adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a) and

directed the Wireline Competition Bureau and the Wireless Telecommunications Bureau to hear and resolve all complaints on an expedited basis;

- On September 26, 2018, the FCC adopted a declaratory ruling and report and order—which is effective as of January 14, 2019—that, among other things, creates a new regulatory classification for small wireless facilities, requires state and local governments to process applications for small wireless facilities within sixty (60) days or ninety (90) days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition;

**WHEREAS**, given the rapid and significant changes in federal and state law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with federal and state law, the City Council desires to amend the San Fernando Municipal Code, to allow greater flexibility and responsiveness to new federal and state laws in order to preserve the City’s traditional authority to the maximum extent practicable;

**WHEREAS**, in addition to the changes described above, new federal laws and regulations that would drastically alter local authority over WCFs are currently pending, including without limitation, the following:

- On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the “STREAMLINE Small Cell Deployment Act” (S. 3157) that, among other things, would apply specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the applicable timeframes for review, require all proceedings to occur within such timeframes, and provide a “deemed granted” remedy for a failure to act within the applicable timeframe;
- On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment;

**WHEREAS**, on April 3, 2019, the Planning and Preservation Commission conducted a duly noticed public hearing and on said date the public hearing was opened, held, and closed and the Planning and Preservation Commission recommended that the City Council approve this Urgency Ordinance and related policy guidelines the form of which are attached hereto as Exhibit “1”;

**WHEREAS**, the City Council public hearing to consider this Urgency Ordinance was noticed in accordance with the publication requirements set forth in Government Code Section 65090;

**WHEREAS**, Government Code Sections 36934 and 36937 authorize the City to adopt an Urgency Ordinance for the immediate preservation of the public peace, health, or safety.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The recitals above are true and correct and incorporated herein by reference.

**SECTION 2. Urgency Findings.**

- A. State and federal law have changed substantially since the City last adopted regulations for wireless facility installations in the City.
- B. The City lacks updated regulations as to wireless facilities in the public right-of-way and the management of applicable “shot clocks” that govern the time in which the City must approve or deny a wireless facility application.
- C. State and federal law requires local governments to act on permit applications for wireless facilities within a prescribed time period and may automatically deem an application approved when a failure to act occurs.
- D. The expeditious adoption of wireless facilities regulations are necessary to protect the City’s visual character from potential adverse impacts or visual blight created or exacerbated by telecommunications infrastructure and promote access to high-quality, advanced telecommunication services for the City’s residents, businesses and visitors.
- E. The adoption of this Urgency Ordinance is necessary to preserve the public health, safety, and welfare as, without such adoption, wireless facilities approved without updated regulations could create:
  - 1. Land use conflicts and incompatibilities between comparable facilities;
  - 2. Visual and aesthetic blight and public safety concerns arising from the excessive size, noise, or lack of camouflaging of wireless facilities; and
  - 3. Traffic and pedestrian safety hazards due to the unsafe siting of wireless facilities.

**SECTION 3.** Reserved Sections 106-1380–106-1382 of Subdivision IV (Monitoring, Transfer, and Revocation) of Division 13 (Wireless Telecommunications Facilities) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code are hereby deleted in their entirety.

**SECTION 4.** Division 13 (Wireless Telecommunications Facilities) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended by the addition of a new Subdivision V, which shall read as follows:

**Subdivision V. - Small Wireless Facilities.**

**Sec. 106-1380. - Permit.**

- (a) All small wireless facilities, as defined by the FCC in 47 C.F.R. § 1.6002(l), as may be amended or superseded, are subject to a permit, as specified in a City Council policy to be adopted by City Council resolution. All small wireless facilities shall comply with the City Council's policy.
- (b) The provisions in this Subdivision V shall supersede any conflicting provisions of this Code, including, but not limited to, Subdivisions I through IV set forth in Division 13 (Wireless Telecommunications Facilities) of Chapter 106 (Zoning). All other regulations in this Code not in conflict with this Subdivision V shall continue to apply to small wireless facilities subject to this Subdivision V. The provisions in this Subdivision V are not intended to conflict with, supersede, or limit any applicable federal or California state law.

**SECTION 5. Environmental.** This Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.

**SECTION 6. Inconsistent Provisions.** Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Urgency Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

**SECTION 7. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 8. Construction.** The City Council intends this Urgency Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 9. Publication and Effective Date.** This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Urgency Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk  
**STATE OF CALIFORNIA**           )  
**COUNTY OF LOS ANGELES**    ) **SS**  
**CITY OF SAN FERNANDO**       )

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Urgency Ordinance No. 1687 was passed and adopted by the City Council at its regular meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**ATTACHMENT “B”****RESOLUTION NO. 7912****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING SPECIAL PROVISIONS FOR SMALL WIRELESS FACILITIES PURSUANT TO THE REPORT AND ORDER AND DECLARATORY RULING ADOPTED BY THE UNITED STATES FEDERAL COMMUNICATIONS COMMISSION ON SEPTEMBER 26, 2018**

**WHEREAS**, pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the “City”) has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of their residents through its police power;

**WHEREAS**, the City’s police power provides the right to adopt and enforce zoning regulations;

**WHEREAS**, state and federal law do not vest local governments with complete control over the regulation of wireless communications facilities, such as macro cell towers or so-called small cells,

**WHEREAS**, wireless service providers must apply to cities and counties for permits to build structures that support wireless telecommunications equipment, like antennae and related devices;

**WHEREAS**, wireless carriers must seek local approval to place additional telecommunications equipment on structures and facilities where that equipment already exists, which are referred to as collocations;

**WHEREAS**, California cities are preempted from regulating various aspects of wireless communications facilities siting, under both federal and state law;

**WHEREAS**, federal law establishes specified limitations and preemptions in relation to the siting of wireless communications facilities as part of the Federal Telecommunications Act of 1996 (47 U.S.C. § 332);

**WHEREAS**, federal law provides that no state or local statute or regulation, or other state or local requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service (47 U.S.C. § 253);

**WHEREAS**, federal law also provides that a state or local government may not deny, but shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such a tower or base station (47 U.S.C. § 1455(a));

**WHEREAS**, Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (“Section 6409”) mandates that state or local government approve certain wireless communications facilities siting requests for modifications and collocations of wireless

transmissions equipment on an existing tower or base station that do not result in a substantial change to the physical dimensions of such tower or base station;

**WHEREAS**, in October 2014, the Federal Communications Commission unanimously approved rules interpreting Section 6409 that took effect as of April 2015;

**WHEREAS**, under state law, a wireless collocation facility must be a permitted use, not subject to a local discretionary permit, if it satisfies certain requirements (Gov. Code, § 65850.6);

**WHEREAS**, under California Senate Bill 1627, local governments are required to approve collocations through a ministerial process and are prohibited from limiting the duration of permits for wireless sites to less than 10 years, absent good reason;

**WHEREAS**, federal and state laws impose various so-called “shot clocks” for periods that can lead to projects being deemed approved if not approved or denied within the applicable time frame;

**WHEREAS**, telecommunications companies have access to attach their equipment to utility poles in the public right-of-way, governed by a set of state and federal regulations;

**WHEREAS**, this method of attachment is increasingly popular as such companies seek to deploy so-called 5G network technology;

**WHEREAS**, state law establishes a framework, process, and procedures governing the attachment of telecommunications facilities to investor-owned utility poles and municipal utility poles, providing the California Public Utilities Commission (CPUC) the authority to establish and enforce rates, terms and conditions for pole attachments;

**WHEREAS**, telecommunications companies are authorized to erect poles and attach to investor-owned and municipal utility poles under specified cost-based rates (Pub. Util. Code, § 7901);

**WHEREAS**, local governments may not block utility pole attachments, but existing law authorizes them to regulate the time, manner, and place of pole attachments in the public right-of-way (Pub. Util. Code, § 7901.1);

**WHEREAS**, these local regulations are the vehicle for local police power/regulation;

**WHEREAS**, significant changes in federal and state law that affect local authority over wireless communications facilities (“WCFs”) have occurred, including but not limited to the following:

1. On August 2, 2018, the United States Federal Communications Commission (“FCC”) adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a) and directed the Wireline Competition Bureau and the Wireless Telecommunications Bureau to hear and resolve all complaints on an expedited basis;



2. On September 26, 2018, the FCC adopted a declaratory ruling and report and order—which is effective as of January 14, 2019—that, among other things, creates a new regulatory classification for small wireless facilities, requires state and local governments to process applications for small wireless facilities within sixty (60) days or ninety (90) days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition;

**WHEREAS**, given the rapid and significant changes in federal and state law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with federal and state law, the City Council desires to adopt the proposed policy to allow greater flexibility and responsiveness to new federal and state laws in order to preserve the City's traditional authority to the maximum extent practicable;

**WHEREAS**, in addition to the changes described above, new federal laws and regulations that would drastically alter local authority over WCFs are currently pending, including without limitation, the following:

1. On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the "STREAMLINE Small Cell Deployment Act" (S. 3157) that, among other things, would apply specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the applicable timeframes for review, require all proceedings to occur within such timeframes, and provide a "deemed granted" remedy for a failure to act within the applicable timeframe;
2. On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment;

**WHEREAS**, on April 3, 2019, the Planning and Preservation Commission conducted a duly noticed public hearing and on said date the public hearing was opened, held, and closed and the Planning and Preservation Commission recommended that the City Council approve Urgency Ordinance No. 1687 attached hereto as Attachment "A" and related policy guidelines the form of which are attached hereto as Exhibit "1";

**WHEREAS**, the City Council public hearing to consider this Resolution was noticed in accordance with the publication requirements set forth in Government Code Section 65090;

**WHEREAS**, San Fernando Municipal Code Section 106-1380(a), as adopted by Urgency Ordinance No. 1687, provides for the City's establishment of a policy for the City's permitting of small wireless facilities by City Council Resolution.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1. Recitals.** The recitals above are true and correct and incorporated herein by reference.

**SECTION 2. Approval of Policy for Small Wireless Facilities.** The City Council hereby approves the policy for small wireless facilities attached hereto as **Exhibit “1”** in accordance with the following findings:

- a. the provisions of the policy for small wireless facilities are consistent with the provisions and intent of the General Plan, San Fernando Municipal Code Chapter 106 and other applicable provisions in the San Fernando Municipal Code; and
- b. the policy for small wireless facilities will establish reasonable, uniform, and comprehensive standards and procedures for small wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City’s territorial boundaries, consistent with and to the extent permitted under federal and state law.

**SECTION 3. Environmental.** This activity contemplated in this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment.

**SECTION 4. City Clerk.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the City’s book of original Resolutions.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES    ) SS**  
**CITY OF SAN FERNANDO       )**

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Resolution No. 7912 was passed and adopted by the City Council at its regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Elena G. Chávez, City Clerk

**EXHIBIT “1”**

**POLICY FOR SMALL WIRELESS FACILITIES**

## **CITY OF SAN FERNANDO POLICY FOR SMALL WIRELESS FACILITIES**

### **SECTION 1. General Provisions.**

#### **A. Purpose and Intent.**

1. The City of San Fernando (the “City”) intends this Small Wireless Facilities Policy to establish reasonable, uniform and comprehensive standards and procedures for small wireless facilities deployment, construction, installation, collocation, modification, operation, relocation, and removal within the City’s territorial boundaries, consistent with and to the extent permitted under federal and California state law. The standards and procedures contained in this Small Wireless Facilities Policy are intended to, and should be applied to, protect and promote public health, safety, and welfare, and balance the benefits that flow from robust, advanced wireless services with the City’s local values, which include without limitation the aesthetic character of the City, its neighborhoods and community. This Small Wireless Facilities Policy is also intended to reflect and promote the community interest by: (1) ensuring that the balance between public and private interest is maintained; (2) protecting the City’s visual character from potential adverse impacts or visual blight created or exacerbated by small wireless facilities and related communications infrastructure; (3) protecting and preserving the City’s environmental resources; and (4) promoting access to high-quality, advanced wireless services for the City’s residents, businesses, and visitors.
2. This Small Wireless Facilities Policy is not intended to, nor shall it be interpreted or applied to:
  - a. prohibit or effectively prohibit any personal wireless service provider’s ability to provide personal wireless services;
  - b. prohibit or effectively prohibit any entity’s ability to provide any interstate or intrastate telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations, or other legal requirements for rights-of-way management;
  - c. unreasonably discriminate among providers of functionally equivalent services;
  - d. deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC’s regulations concerning such emissions;
  - e. prohibit any collocation or modification that the City may not deny under federal or California state law;
  - f. impose any unfair, unreasonable, discriminatory, or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or

- g. otherwise authorize the City to preempt any applicable federal or California state law.

B. General Definitions.

1. Undefined Terms. Undefined phrases, terms or words in this Section 1.B shall have the meanings assigned to them in 1 U.S.C. § 1, as may be amended or superseded, and, if not defined therein, will have their ordinary meanings. If any definition assigned to any phrase, term or word in this Section 1.B conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control.
2. Defined Terms.
  - a. “antenna” means the same as defined by the FCC in 47 C.F.R. § 1.6002(b), as may be amended or superseded.
  - b. “approval authority” means the City official responsible for reviewing applications for small cell permits and vested with the authority to approve, conditionally approve, or deny such applications as provided in this Small Wireless Facilities Policy. The approval authority for applications in connection with small wireless facilities shall be the Community Development Director or his/her designee.
  - c. “City” means the city of San Fernando, a California municipal corporation.
  - d. “collector street” means the same as defined in Section 106-6 of the San Fernando Municipal Code, as may be amended or superseded.
  - e. “collocation” means the same as defined by the FCC in 47 C.F.R. § 1.6002(g), as may be amended or superseded.
  - f. “Community Development Director” means the Director of the San Fernando Community Development Department (or duly appointed successor agency) or such Director’s designee.
  - g. “conceal” “concealed” or “concealment” means camouflaging techniques that integrate the transmission equipment into the surrounding natural and/or built environment such that the average, untrained observer cannot directly view the equipment but would likely recognize the existence of the wireless facility or concealment technique. Camouflaging concealment techniques include, but are not limited to: (1) façade or rooftop mounted pop-out screen boxes; (2) antennas mounted within a radome above a streetlight; (3) equipment cabinets in the public rights-of-way painted or wrapped to match the background; and (4) an isolated or standalone faux-tree.
  - h. “decorative pole” means any pole that includes decorative or ornamental features, design elements, and/or materials intended to enhance the appearance of the pole or the public rights-of-way in which the pole is located.

- i. “FCC” means the Federal Communications Commission or its duly appointed successor agency.
- j. “FCC Shot Clock” means the presumptively reasonable time frame within which the City generally must act on a given wireless application, as defined by the FCC and as may be amended from time to time.
- k. “major arterial” means the same as defined in Section 106-6 of the San Fernando Municipal Code, as may be amended or superseded.
- l. “ministerial permit” means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City’s jurisdiction. Ministerial permits may include, without limitation, a building permit, construction permit, electrical permit, encroachment permit, excavation permit, and/or traffic control permit.
- m. “personal wireless services” means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded, which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.
- n. “personal wireless service facilities” means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded, which defines the term as facilities that provide personal wireless services.
- o. “Public Works Director” means the Director of the San Fernando Public Works Department (or duly appointed successor agency) or such Director’s designee.
- p. “RF” means radio frequency or electromagnetic waves generally between thirty (30) kHz and three hundred (300) GHz in the electromagnetic spectrum range.
- q. “secondary arterial” means the same as defined in Section 106-6 of the San Fernando Municipal Code, as may be amended or superseded.
- r. “Section 6409” means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a), as may be amended.
- s. “small cell permit” means a City-issued permit required for any small wireless facility proposed on an existing, new, or replacement support structure, subject to the approval authority’s prior review and approval.
- t. “small wireless facility” or “small wireless facilities” means the same as defined by the FCC in 47 C.F.R. § 1.6002(l), as may be amended or superseded.

## SECTION 2. Small Wireless Facilities.

### A. Applicability; Required Permits and Approvals.

1. **Applicable Wireless Facilities.** Except as expressly provided otherwise in this Small Wireless Facilities Policy, the provisions in this Small Wireless Facilities Policy shall be applicable to all existing small wireless facilities and all applications and requests for authorization to construct, install, attach, operate, collocate, modify, reconstruct, relocate, or otherwise deploy small wireless facilities within the City's jurisdictional and territorial boundaries within the public rights-of-way or on private property.
  2. **Small Cell Permit.** A small cell permit, subject to the approval authority's prior review and approval, shall be required for any small wireless facility proposed on an existing, new or replacement support structure.
  3. **Request for Approval Pursuant to Section 6409.** Notwithstanding anything in the Small Wireless Facilities Policy to the contrary, requests for approval to collocate, replace, or remove transmission equipment at an existing wireless tower or base station submitted pursuant to Section 6409 (47 U.S.C. Section 1455(a)) will be subject to the applicable provisions of state and federal laws, as may be amended or superseded.
  4. **Other Permits and Approvals.** In addition to a small cell permit, the applicant must obtain all other permits and regulatory approvals as may be required by any other federal, state, or local government agencies, which includes without limitation any ministerial permits and/or approvals issued by other City departments or divisions. All applications for ministerial permits submitted in connection with a proposed small wireless facility must contain a valid small cell permit issued by the City for the proposed facility. Any application for any ministerial permit(s) submitted without such small cell permit may be denied without prejudice. Furthermore, any permit or approval granted under this Small Wireless Facilities Policy shall remain subject to all lawful conditions and/or legal requirements associated with such other permits or approvals.
- B. **Location Requirements.** The City prefers small wireless facilities in the public rights-of-way to be installed in locations, ordered from most preferred to least preferred, as follows:
1. **Preface to Location Requirements.** This Section 2.B.1 provides guidance as to how to interpret and apply the location requirements. To better assist applicants and decision makers understand and respond to the community's aesthetic preferences and values, Sections 2.B.1-2.B.5 set out listed preferences for locations and support structures to be used in connection with small wireless facilities in ordered hierarchies. Applications that involve lesser-preferred locations or structures may be approved so long as the applicant demonstrates that either (i) no more preferred locations or structures exist within five hundred (500) feet from the proposed site; or (ii) any more preferred locations or structures within five hundred (500) feet from the proposed site would be technically infeasible, as determined by staff based upon written information provided by the applicant. Section 2.B.6 identifies "prohibited" support structures on which the City shall not approve any small cell permit application for



any competitor or potential competitor. Section 2.B.7 sets out minimum spacing requirements between sites.

2. Locations in the Public Rights-of-Way.

- a. locations within or, if in the public right-of-way, immediately adjacent to non-residential zones or uses on or along major arterials;
- b. locations within or, if in the public right-of-way, immediately adjacent to non-residential zones or uses on or along secondary arterials;
- c. locations within or, if in the public right-of-way, immediately adjacent to non-residential zones or uses on or along collector streets;
- d. locations within non-residential zones on or along local streets;
- e. locations within or, if in the public right-of-way, immediately adjacent to residential zones or uses on or along major arterials;
- f. locations within or, if in the public right-of-way, immediately adjacent to residential zones or uses on or along secondary arterials;
- g. locations within or, if in the public right-of-way, immediately adjacent to residential zones or uses on or along collector streets.

3. Locations Outside the Public Rights-of-Way.

- a. City-owned or controlled property or structures;
- b. manufacturing zones;
- c. commercial zones;
- d. mixed/multi-use zones;
- e. open space;
- f. residential zones or residential uses.

4. Support Structures in the Public Rights-of-Way. The City prefers small wireless facilities to be installed on support structures in the public rights-of-way, ordered from most preferred to least preferred, as follows:

- a. existing or replacement streetlight poles;
- b. existing or replacement wood utility poles;
- c. new, non-replacement streetlight poles;

- d. new, non-replacement poles for small wireless facilities.
- 5. Support Structures Outside the Public Rights-of-Way. The City prefers small wireless facilities to be installed on support structures outside the public rights-of-way, ordered from most preferred to least preferred, as follows:
  - a. existing buildings or other non-tower structures previously approved for use as a support structure for personal wireless service facilities;
  - b. other existing buildings or non-tower structures;
  - c. existing or replacement poles or towers;
  - d. new, non-replacement towers for small wireless facilities.
- 6. Prohibited Support Structures. The City prohibits small wireless facilities to be installed on the following support structures, whether located in the public rights-of-way or not:
  - a. decorative poles;
  - b. traffic signals, signs, poles, cabinets, and related devices;
  - c. any utility pole scheduled for removal or relocation within twelve (12) months from the time the approval authority acts on the small cell permit application;
  - d. new, non-replacement wood poles.
- 7. Spacing. No new towers, poles, or other freestanding structures that support small wireless facilities shall be located within five hundred (500) feet of another support structure unless mounting on a building or collocation on an existing pole or tower is not feasible and techniques have been used to conceal, screen, or otherwise minimize the visual impact of the structure to the extent feasible.

#### C. Design Standards.

##### 1. General Standards.

- c. Noise. Small wireless facilities and all accessory equipment and transmission equipment must comply with all applicable noise control standards and regulations in Article II (Noise) of Chapter 34 (Environment) of the San Fernando Municipal Code and disturbing the peace provisions of the California Penal Code, and shall not exceed, either on an individual or cumulative basis, the noise limit in the applicable zone.
- d. Lights. Small wireless facilities shall not include any lights that would be visible from publicly accessible areas, except as may be required under Federal Aviation Administration, FCC, or other applicable regulations for health and safety. All

equipment with lights (such as indicator or status lights) must be installed in locations and within enclosures that mitigate illumination impacts visible from publicly accessible areas. The provisions in this subsection shall not be interpreted or applied to prohibit installations on streetlights or luminaires installed on new or replacement poles as may be required under this Small Wireless Facilities Policy.

- e. **Landscape Features.** Small wireless facilities shall not displace any existing landscape features unless: (i) such displaced landscaping is replaced with native and/or drought-resistant plants, trees or other landscape features approved by the approval authority and (ii) the applicant submits and adheres to a landscape maintenance plan. The landscape plan must include existing vegetation, and vegetation proposed to be removed or trimmed, and the landscape plan must identify proposed landscaping by species type, size, and location. Landscape maintenance must be performed in accordance with the San Fernando Municipal Code.
  - f. **Site Security Measures.** Small wireless facilities may incorporate reasonable and appropriate site security measures, such as locks and anti-climbing devices, to prevent unauthorized access, theft, or vandalism. The approval authority shall not approve any barbed wire, razor ribbon, electrified fences, or any similarly dangerous security measures. All exterior surfaces on small wireless facilities shall be constructed from or coated with graffiti-resistant materials.
  - g. **Signage; Advertisements.** All small wireless facilities must include signage that accurately identifies the site owner/operator, the owner/operator's site name or identification number, and a toll-free number to the owner/operator's network operations center. Small wireless facilities may not bear any other signage or advertisements unless expressly approved by the City, required by law or recommended under FCC, OSHA, or other United States governmental agencies for compliance with RF emissions regulations.
  - h. **Compliance with Health and Safety Regulations.** All small wireless facilities shall be designed, constructed, operated, and maintained in compliance with all generally applicable health and safety regulations, which includes without limitation all applicable regulations for human exposure to RF emissions.
2. **Small Wireless Facilities in the Public Right-of-Way.**
- a. **Overall Height.** Small wireless facilities may not exceed either (A) the minimum separation from electrical lines required by applicable safety regulations (such as CPUC General Order 95), plus four (4) feet or (B) four (4) feet above the existing support structure.
  - b. **Antennas.**
    - i. **Concealment.** All antennas and associated mounting equipment, hardware, cables or other connectors must be completely concealed within an opaque

antenna shroud or radome. The antenna shroud or radome must be painted a flat, non-reflective color to match the underlying support structure.

- ii. Antenna Volume. Each individual antenna may not exceed three (3) cubic feet in volume and all antennas may not exceed six (6) cubic feet in volume.

c. Accessory Equipment.

- i. Installation Preferences. All non-antenna accessory equipment shall be installed in accordance with the following preferences, ordered from most preferred to least preferred: (a) underground in any area in which the existing utilities are primarily located underground; (b) on the pole or support structure; or (c) integrated into the base of the pole or support structure. Applications that involve lesser-preferred installation locations may be approved so long as the applicant provides the approval authority with sufficient written documentation to demonstrate that a more preferred installation location would be technically infeasible.
- ii. Undergrounded Accessory Equipment. All undergrounded accessory equipment must be installed in an environmentally controlled vault that is load-rated to meet the City's standards and specifications. Underground vaults located beneath a sidewalk must be constructed with a slip-resistant cover. Vents for airflow shall be flush-to-grade when placed within the sidewalk and may not exceed two (2) feet above grade when placed off the sidewalk. Applicants shall not be permitted to install an underground vault in a location that would cause any existing tree to be materially damaged or displaced.
- iii. Pole-Mounted Accessory Equipment. All pole-mounted accessory equipment must be installed flush to the pole to minimize the overall visual profile. If any applicable health and safety regulations prohibit flush-mounted equipment, the maximum separation permitted between the accessory equipment and the pole shall be the minimum separation required by such regulations. All pole-mounted equipment and required or permitted signage must be placed and oriented away from adjacent sidewalks and structures. Pole-mounted equipment may be installed behind street, traffic or other signs to the extent that the installation complies with applicable public health and safety regulations. All cables, wires and other connectors must be routed through conduits within the pole, and all conduit attachments, cables, wires and other connectors must be concealed from public view. To the extent that cables, wires and other connectors cannot be routed through the pole, applicants shall route them through a single external conduit or shroud that has been finished to match the underlying support structure.
- iv. Base-Mounted Accessory Equipment. All base-mounted accessory equipment must be installed within a shroud, enclosure or pedestal integrated into the base of the support structure. All cables, wires and other connectors routed

between the antenna and base-mounted equipment must be concealed from public view.

- v. Ground-Mounted Accessory Equipment. The approval authority shall not approve any ground-mounted accessory equipment including, but not limited to, any utility or transmission equipment, pedestals, cabinets, panels or electric meters, unless the approval authority finds that alternatively situated accessory equipment, including, but not limited to, pole-mounted equipment, would have a less adverse impact on the public health, safety, and/or welfare.
- vi. Accessory Equipment Volume. All accessory equipment associated with a small wireless facility installed above ground level shall not cumulatively exceed: (i) nine (9) cubic feet in volume if installed in a residential zone or within two hundred fifty (250) feet from any structure approved for a residential use; or (ii) seventeen (17) cubic feet in volume if installed in a non-residential zone. The volume calculation shall include any shroud, cabinet or other concealment device used in connection with the non-antenna accessory equipment. The volume calculation shall not include any equipment or other improvements placed underground.
- d. Streetlights. Applicants that propose to install small wireless facilities on an existing streetlight must remove and replace the existing streetlight with one (1) substantially similar to the City's standards and specifications but designed to accommodate wireless antennas and accessory equipment. To mitigate any material changes in the street lighting patterns, the replacement pole must: (i) be located as close to the removed pole as possible; (ii) be aligned with the other existing streetlights; (iii) include a luminaire at substantially the same height and distance from the pole as the luminaire on the removed pole; and (iv) contain a light bulb with of the same type and light intensity. All antennas must be installed above the pole within a single, canister-style shroud or radome that tapers to the pole.
- e. Wood Utility Poles. Applicants that propose to install small wireless facilities on an existing wood utility pole must install all antennas above the pole unless the applicant provides the approval authority with sufficient written documentation to demonstrate that mounting the antennas above the pole would be technically infeasible. Side-mounted antennas on a stand-off bracket or extension arm must be concealed within a shroud. The stand-off bracket or extension arm must be installed parallel to the adjacent street. All cables, wires, and other connectors must be concealed within the side-arm mount, or extension arm. The maximum horizontal separation between the antenna and the pole shall be the minimum separation required by applicable health and safety regulations. All wireless facility equipment must be painted to match the support structure the extent feasible under existing laws.
- f. New, Non-Replacement Poles. To the extent authorized under applicable laws, the approval authority shall not approve any new, non-replacement support

structures unless the applicant demonstrates that above-ground support structures within the intended service area either do not exist or are not potentially available to the applicant (e.g. an applicant deeming an existing wooden utility pole as unavailable for proposed facilities may provide the City with a corroborating letter from the respective utility and an O-Calc Pro structural analysis report demonstrating that the proposed pole cannot support the proposed facilities or may cite potential conflicts with CPUC General Order 95 requirements). If authorized, applicants that propose to install small wireless facilities on a new, non-replacement pole must install a new streetlight substantially similar to the City's standards and specifications but designed to accommodate wireless antennas and accessory equipment located immediately adjacent to the proposed location. If there are no existing streetlights in the immediate vicinity, the applicant may install a composite pole capable of concealing all the accessory equipment either within the pole or within an integrated enclosure located at the base of the pole. The pole diameter shall not exceed twelve (12) inches and any base enclosure diameter shall not exceed sixteen (16) inches. All antennas, whether on a new streetlight or other new pole, must be installed above the pole within a single, canister-style shroud or radome.

- g. **Strand-Mounted Wireless Facilities.** No more than one strand-mounted wireless facility may be installed on any single span between two (2) poles. The approval authority shall not approve any ground-mounted equipment in connection with any strand-mounted wireless facility. All equipment and other improvements associated with a strand-mounted wireless facility must comply with all applicable health and safety regulations. Strand-mounted wireless facilities shall not exceed one (1) cubic foot in total volume. All strand-mounted equipment shall be finished in a non-reflective grey color. Any accessory equipment mounted on the pole shall be painted and textured to match the underlying pole.
- h. **Encroachments Over Private Property.** Small wireless facilities may not encroach onto or over any private or other property outside the public rights-of-way without the property owner's express written consent.
- i. **Backup Power Sources.** Fossil-fuel based backup power sources shall not be permitted within the public rights-of-way; provided, however, that connectors or receptacles may be installed for temporary backup power generators used in an emergency declared by federal, state, or local officials.
- j. **Obstructions; Public Safety.** Small wireless facilities and any associated equipment or improvements shall not physically interfere with or impede access to any: (i) public access to the public rights-of-way, including sidewalks, streets, and alleys; (ii) worker access to any above-ground or underground infrastructure for traffic control, streetlight, or public transportation, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, or barricade reflectors; (iii) access to any public transportation vehicles, shelters, street furniture or other improvements at any public transportation stop; (iv) worker access to above-ground or underground

infrastructure owned or operated by any public or private utility agency; (v) fire hydrant or water valve; (vi) access to any doors, gates, sidewalk doors, passage doors, stoops, or other ingress and egress points to any building appurtenant to the rights-of-way; or (vii) access to any fire escape.

- k. **Utility Connections.** All cables and connectors for telephone, data backhaul, primary electric, and other similar utilities must be routed underground in conduits large enough to accommodate future collocated wireless facilities. Undergrounded cables and wires must transition directly into the pole base without any external doghouse. All cables, wires, and connectors between the underground conduits and the antennas and other accessory equipment shall be routed through and concealed from view within: (i) internal risers or conduits if on a concrete, composite, or similar pole; or (ii) a cable shroud or conduit mounted as flush to the pole as possible if on a wood pole or other pole without internal cable space. The approval authority shall not approve new overhead utility lines or service drops merely because compliance with the undergrounding requirements would increase the project cost.
  - l. **Electric Meters.** Small wireless facilities shall use flat-rate electric service or other method that obviates the need for a separate above-grade electric meter. If flat-rate service is not available, applicants may install a shrouded smart meter. The approval authority shall not approve a separate ground-mounted electric meter pedestal.
  - m. **Street Trees.** To preserve existing landscaping in the public rights-of-way, all work performed in connection with small wireless facilities shall not cause any street trees to be trimmed, damaged, or displaced. If any street trees are damaged or displaced, the applicant shall be responsible, at its sole cost and expense, to plant and maintain replacement trees at the site for the duration of the permit term.
3. **Small Wireless Facilities Outside the Public Right-of-Way.**
- a. **Overall Height.** Small wireless facilities on private property shall not exceed thirty-five (35) feet or the height limit for the applicable zone or overlay zone, whichever is less.
  - b. **Setbacks.** Small wireless facilities on private property may not encroach into any applicable setback for structures in the subject zoning zone.
  - c. **Backup Power Sources.** The approval authority shall not approve any diesel generators or other similarly noisy or noxious generators in or within two hundred fifty (250) feet from any residence; provided, however, the approval authority may approve sockets or other connections used for temporary backup generators.
  - d. **Parking; Access.** Any equipment or improvements constructed or installed in connection with any small wireless facilities must not reduce any parking spaces below the minimum requirement for the subject property. Whenever feasible,

small wireless facilities must use existing parking and access rather than construct new parking or access improvements. Any new parking or access improvements must be the minimum size necessary to reasonably accommodate the proposed use in accordance with the San Fernando Municipal Code and applicable state and federal laws.

- e. Towers, Poles and Other Freestanding Small Wireless Facilities. All new towers, poles, or other freestanding structures that support small wireless facilities must be made from a metal or composite material capable of concealing all the accessory equipment, including cables, mounting brackets, radios, and utilities, either within the support structure or within an integrated enclosure located at the base of the support structure. All antennas must be installed above the pole in a single, canister-style shroud, or radome. The support structure and all transmission equipment must be painted with flat/neutral colors that match the support structure. The pole diameter shall not exceed twelve (12) inches and any base enclosure diameter shall not exceed sixteen (16) inches.
- f. Building-Mounted Small Wireless Facilities.
  - i. Preferred Concealment Techniques. All applicants must propose new non-tower small wireless facilities that are completely concealed and architecturally integrated into the existing façade or rooftop features with no visible impacts from any publicly accessible areas at ground level (examples include, but are not limited to, antennas behind existing parapet walls or façades replaced with RF-transparent material and finished to mimic the replaced materials). Alternatively, if the applicant provides the approval authority with sufficient written documentation to demonstrate that integration with existing features is technically infeasible, the applicant may propose completely concealed new structures or appurtenances designed to mimic the support structure's original architecture and proportions (examples include, but are not limited to, steeples and chimneys). Facilities must be located behind existing parapet walls or other existing screening elements to the maximum extent feasible.
  - ii. Façade-Mounted Equipment. When small wireless facilities cannot be placed behind existing parapet walls or other existing screening elements, the approval authority may approve façade-mounted equipment in accordance with this Section 2.C.3.f.ii. All façade-mounted equipment must be concealed behind screen walls and mounted flush to the façade. The approval authority may not approve "pop-out" screen boxes. The approval authority may not approve any exposed façade-mounted antennas, including but not limited to exposed antennas painted to match the façade. To the extent feasible, façade-mounted equipment must be installed on the façade(s) along the building frontage that is the least prominent or publicly visible.

#### D. Small Cell Application Requirements.



1. Small Cell Permit Application Contents. All applications for a small cell permit must include all the information and materials required in this Section 2.D.
  - a. Application Form. The applicant shall submit a complete, duly executed small cell permit application on the then-current form prepared by the approval authority.
  - b. Application Fee. The applicant shall submit the applicable wireless telecommunications permit, administrative approval fee established by City Council resolution. Batched applications must include the applicable wireless telecommunications permit, administrative approval fee for each small wireless facility in the batch.
  - c. Construction Drawings. The applicant shall submit true and correct construction drawings, prepared, signed, and stamped by a California licensed or registered engineer, that depict all the existing and proposed improvements, equipment and conditions related to the proposed project, which includes without limitation any and all poles, posts, pedestals, traffic signals, towers, streets, sidewalks, pedestrian ramps, driveways, curbs, gutters, drains, handholes, manholes, fire hydrants, equipment cabinets, antennas, cables, trees, and other landscape features. The construction drawings must: (i) contain cut sheets that contain the technical specifications for all existing and proposed antennas and accessory equipment, which includes without limitation the manufacturer, model number and physical dimensions; (ii) identify all structures within two hundred fifty (250) feet from the proposed project site and call out such structures' overall height above ground level; (iii) depict the applicant's plan for electric and data backhaul utilities, which shall include the locations for all conduits, cables, wires, handholes, junctions, transformers, meters, disconnect switches, and points of connection; and (iv) demonstrate that proposed project will be in full compliance with all applicable health and safety laws, regulations or other rules, which includes without limitation all building codes, electric codes, local street standards and specifications, and public utility regulations and orders.
  - d. Site Survey. For any small wireless facility proposed to be located within the public rights-of-way, the applicant shall submit a survey prepared, signed and stamped by a California licensed or registered engineer. The survey must identify and depict all existing boundaries, encroachments and other structures within two hundred fifty (250) feet from the proposed project site, which includes without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below-grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes, and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals, and permanent signage; (vi) sidewalks, driveways, parkways, curbs, gutters, and storm drains; (vii) benches, trash cans, mailboxes, kiosks, and other street furniture; and (viii) existing trees, planters, and other landscaping features.

- e. Photo Simulations. The applicant shall submit site photographs and photo simulations that show the existing location and proposed small wireless facility in context from at least three (3) vantage points within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed site location and the photo location for each vantage point.
- f. Project Narrative and Justification. The applicant shall submit a written statement that explains in plain factual detail whether and why the proposed wireless facility qualifies as a “small wireless facility” as defined by the FCC in 47 C.F.R. § 1.6002(l). A complete written narrative analysis will state the applicable standard and all the facts that allow the City to conclude the standard has been met—bare conclusions not factually supported do not constitute a complete written analysis. As part of the written statement the applicant must also include (i) whether and why the proposed support is a structure as defined by the FCC in 47 C.F.R. § 1.6002(m); and (ii) whether and why the proposed wireless facility meets each required finding for a small cell permit as provided in Section 2.F.3.
- g. RF Compliance Report. The applicant shall submit an RF exposure compliance report that certifies that the proposed small wireless facility, as well as any collocated wireless facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must be prepared and certified by an RF engineer acceptable to the City. The RF report must include the actual frequency and power levels (in watts ERP) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.
- h. Public Notices. The applicant shall submit a mailing list and envelopes, stamped and addressed, for all properties and record owners of properties entitled to receive notice under Section 2.F.1. Insufficient postage and/or illegible addressing shall be a basis to deem the application incomplete.
- i. Structural Analysis Report. The applicant shall submit a structural analysis report with calculations, drawings, and general recommendations for structural modifications should the proposed project fail the analysis.
- j. Regulatory Authorization. The applicant shall submit evidence of the applicant’s regulatory status under federal and California state law to provide the services and construct the small wireless facility proposed in the application.
- k. Site Agreement. For any small wireless facility proposed to be installed on any structure owned or controlled by the City and located within the public rights-of-way, the applicant shall submit a partially-executed site agreement on a form

prepared by the City that states the terms and conditions for such non-exclusive use by the applicant. No changes shall be permitted to the City's form site agreement except as may be indicated on the form itself. Any unpermitted changes to the City's form site agreement shall be deemed a basis to deem the application incomplete.

1. Title Report and Property Owner's Authorization. For any small wireless facility proposed to be installed on any private property not owned or controlled by the City, the applicant must submit: (i) a title report issued within thirty (30) days from the date the applicant filed the application; and (ii) if the applicant is not the property owner, a written authorization signed by the property owner identified in the title report that authorizes the applicant to submit and accept a small cell permit in connection with the subject property. For any small wireless facility proposed to be installed on a support structure in the public right-of-way, the applicant must submit a written authorization from the support structure owner(s).
  - m. Acoustic Analysis. The applicant shall submit an acoustic analysis prepared and certified by an engineer for the proposed small wireless facility and all associated equipment including all environmental control units, sump pumps, temporary backup power generators, and permanent backup power generators demonstrating compliance with the City's noise regulations. The acoustic analysis must also include an analysis of the manufacturers' specifications for all noise-emitting equipment and a depiction of the proposed equipment relative to all adjacent property lines. In lieu of an acoustic analysis, the applicant may submit evidence from the equipment manufacturer that the ambient noise emitted from all the proposed equipment will not, both individually and cumulatively, exceed the applicable limits.
  2. Additional Requirements. The City Council authorizes the approval authority to develop, publish, and from time to time, update or amend permit application requirements, forms, checklists, guidelines, informational handouts, and other related materials that the approval authority finds necessary, appropriate or useful for processing any application governed under this Small Wireless Facilities Policy. All such requirements and materials must be in written form and publicly stated to provide all interested parties with prior notice.
- E. Small Cell Permit Application Submittal and Completeness Review.
3. Requirements for a Duly Filed Application. Any application for a small cell permit will not be considered duly filed unless submitted in accordance with the requirements in this Section 2.E.1.
    - a. Submittal Appointment. All applications must be submitted to the City at a pre-scheduled appointment with the approval authority. Applicants may generally submit one (1) application per appointment, or up to three (3) individual applications per appointment for batched applications. Applicants may schedule successive appointments for multiple applications whenever feasible given

staffing limitations and obligations to provide appointments to various providers. The approval authority shall use reasonable efforts to provide the applicant with an appointment within five (5) working days after the approval authority receives a written request. Any application received without an appointment, whether delivered in-person, by mail, or through any other means, will not be considered duly filed.

- b. Pre-Submittal Conferences. The City strongly encourages, but does not require, applicants to schedule and attend a pre-submittal conference with the approval authority for all proposed projects. This voluntary pre-submittal conference does not cause the FCC Shot Clock to begin and is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process; any underlying issues in connection with the proposed project, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other City departments responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The approval authority shall use reasonable efforts to provide the applicant with an appointment within five (5) working days after receiving a written request and the applicant shall submit any applicable fee or deposit established by City Council by resolution to reimburse the City for its reasonable costs to provide the services rendered in the pre-submittal conference.

4. [RESERVED]

- 5. Applications Deemed Withdrawn. To promote efficient review and timely decisions, and to mitigate unreasonable delays or barriers to entry caused by chronically incomplete applications, any application governed under this Small Wireless Facilities Policy will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the approval authority within sixty (60) calendar days after the approval authority deems the application incomplete in a written notice to the applicant. As used in this Section 2.E, a “substantive response” must include the materials identified as incomplete in the approval authority’s notice.
- 6. Batched Applications. Applicants may submit up to five (5) individual applications for a small cell permit in a batch; provided, however, that small wireless facilities in a batch must be proposed with substantially the same equipment in the same configuration on the same support structure type. Each application in a batch must meet all the requirements for a complete application, which includes without limitation the application fee for each application in the batch. If any application in a batch is incomplete, the entire batch shall be deemed incomplete. If any application is withdrawn or deemed withdrawn from a batch, the entire batch shall be deemed

withdrawn. If any application in a batch fails to meet the required findings for approval, the entire batch shall be denied.

7. Additional Procedures. The City Council authorizes the approval authority to establish other reasonable rules and regulations for duly filed applications, which may include without limitation regular hours for appointments with applicants, as the approval authority deems necessary or appropriate to organize, document, and manage the application intake process. All such rules and regulations must be in written form and publicly stated to provide all interested parties with prior notice.

F. Approvals and Denials; Notices.

1. Public Notice. Prior to any approval, conditional approval, or denial, public notice shall be mailed to all properties and record owners of properties within five hundred (500) feet from the project site measured laterally in both directions. The notice must contain: (1) a general project description; (2) the applicant's identification and contact information as provided on the application submitted to the City; (3) contact information for the approval authority; (4) a statement that the approval authority will act on the application without a public hearing but will accept written public comments that evaluate the application for compliance with the standards in this Policy; and (5) a statement that the FCC requires the City to act on small cell permit applications, which includes any administrative appeals, in sixty (60) days for attachments to existing structures and ninety (90) days for new structures, unless the applicant voluntarily agrees to toll the time frame for review.
2. Administrative Review. Within the time afforded under the FCC Shot Clock, or other time frame agreed upon pursuant to a tolling agreement between the applicant and the City, the approval authority shall approve, conditionally approve, or deny a complete and duly filed small cell permit application without a public hearing.
3. Required Findings. The approval authority may approve or conditionally approve a complete and duly filed application for a small cell permit when the approval authority finds:
  - a. the proposed project meets the definition for a "small wireless facility" as defined by the FCC;
  - b. the proposed project would be in the most preferred location or the applicant has demonstrated that any more-preferred location(s) within five hundred (500) feet would be technically infeasible, as determined by staff based upon written information provided by the applicant;
  - c. the proposed project would not be located on a prohibited support structure identified in this Small Wireless Facilities Policy;
  - d. the proposed project would be on the most preferred support structure or the applicant has demonstrated that any more-preferred support structure(s) within

five hundred (500) feet would be technically infeasible, as determined by staff based upon written information provided by the applicant;

- e. the proposed project complies with all applicable spacing requirements in this Small Wireless Facilities Policy;
  - f. the proposed project complies with all applicable design standards in this Small Wireless Facilities Policy;
  - g. the applicant has demonstrated that the proposed project will be in compliance with all applicable health and safety regulations, which include without limitation the Americans with Disabilities Act and all FCC regulations and guidelines for human exposure to RF emissions; and
  - h. all public notices required for the application have been given.
4. Conditional Approvals; Denials without Prejudice. Subject to any applicable federal or California state laws, nothing in this Small Wireless Facilities Policy is intended to limit the approval authority's ability to conditionally approve or deny without prejudice any small cell permit application as may be necessary or appropriate to ensure compliance with this Small Wireless Facilities Policy.
5. Decision Notices. Within five (5) calendar days after the approval authority acts on a small cell permit application or before the FCC Shot Clock expires (whichever occurs first), the approval authority shall notify the applicant by written notice of his or her determination on such application. If the approval authority denies the application (with or without prejudice), the written notice must contain the reasons for the decision.
6. Appeals. Any decision by the approval authority shall be final and not subject to any administrative appeals.

#### G. Standard Conditions of Approval.

1. General Conditions. In addition to all other conditions adopted by the approval authority for a small cell permit, all small cell permits issued under this Small Wireless Facilities Policy shall be automatically subject to the conditions in this Section 2.G.1.
- a. Permit Term. This permit will automatically expire ten (10) years and one (1) day from its issuance, except when California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City to establish a shorter term for public safety or substantial land use reasons. Any other permits or approvals issued in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.

- b. **Permit Renewal.** Within one (1) year before the expiration date of this permit, the permittee may submit an application for permit renewal. The permittee must demonstrate that the subject wireless facility complies with all the conditions of approval associated with this permit and all applicable provisions in the San Fernando Municipal Code and this Small Wireless Facilities Policy that exist at the time the decision to renew or not renew the permit is rendered. The approval authority may modify or amend the conditions on a case-by-case basis as may be necessary or appropriate to ensure compliance with this Small Wireless Facilities Policy. Upon renewal, this permit will automatically expire ten (10) years and one (1) day from its issuance, except when California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City to establish a shorter term for public safety or substantial land use reasons.
- c. **Post-Installation Certification.** Within sixty (60) calendar days after the permittee commences full, unattended operations of a small wireless facility approved or deemed-approved, the permittee shall provide the approval authority with documentation reasonably acceptable to the approval authority that the small wireless facility has been installed and/or constructed in strict compliance with the approved construction drawings and photo simulations. Such documentation shall include, without limitation, as-built drawings, GIS data and site photographs.
- d. **Build-Out Period.** This small cell permit will automatically expire six (6) months from the approval date (the “build-out period”) unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved small wireless facility, which includes without limitation any permits or approvals required by the any federal, state, or local public agencies with jurisdiction over the subject property, the small wireless facility or its use. If this build-out period expires, the City will not extend the build-out period but the permittee may resubmit a complete application, including all application fees, for the same or substantially similar project.
- e. **Site Maintenance.** The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences, and landscape features, in a neat, clean, and safe condition in accordance with the approved construction drawings and all conditions in this small cell permit. The permittee shall keep the site area free from all litter and debris at all times. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within forty-eight (48) hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.
- f. **Compliance with Laws.** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law (“laws”) applicable to the permittee, the subject property, the small wireless facility or any use or activities in connection with the use authorized in this small cell permit, which includes without limitation any laws applicable to human exposure to RF emissions. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other

specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all laws. No failure or omission by the City to timely notice, prompt, or enforce compliance with any applicable provision in the San Fernando Municipal Code, this Small Wireless Facilities Policy, any permit, any permit condition, or any applicable law or regulation, shall be deemed to relieve, waive, or lessen the permittee's obligation to comply in all respects with all applicable provisions in the San Fernando Municipal Code, this Small Wireless Facilities Policy, any permit, any permit condition, or any applicable law or regulation.

- g. **Adverse Impacts on Other Properties.** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue, or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal, and/or other activities on or about the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal, or other work that involves heavy equipment or machines except during normal construction work hours authorized by the San Fernando Municipal Code. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare a state of emergency within the City. The approval authority may issue a stop work order for any activities that violates this condition in whole or in part.
- h. **Inspections; Emergencies.** The permittee expressly acknowledges and agrees that the City's officers, officials, staff, agents, contractors, or other designees may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the permittee. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors, or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable, or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff, or other designees while any such inspection or emergency access occurs.
- i. **Permittee's Contact Information.** Within ten (10) days from the final approval, the permittee shall furnish the City with accurate and up-to-date contact information for a person responsible for the small wireless facility, which includes without limitation such person's full name, title, direct telephone number, facsimile number, mailing address, and email address. The permittee shall keep such contact information up-to-date at all times and promptly provide the City with updated contact information if either the responsible person or such person's contact information changes.
- j. **Indemnification.** The permittee and, if applicable, the property owner upon which the small wireless facility is installed shall defend, indemnify and hold harmless



the City, City Council and the City's boards, commissions, agents, officers, officials, employees, and volunteers (collectively, the "indemnitees") from any and all (i) damages, liabilities, injuries, losses, costs, and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("claims") brought against the indemnitees to challenge, attack, seek to modify, set aside, void, or annul the City's approval of this small cell permit, and (ii) other claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees' or customers' acts or omissions in connection with this small cell permit or the small wireless facility. In the event the City becomes aware of any claims, the City will use best efforts to promptly notify the permittee and the private property owner (if applicable) and shall reasonably cooperate in the defense. The permittee expressly acknowledges and agrees that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the property owner and/or permittee (as applicable) shall promptly reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee expressly acknowledges and agrees that the permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this small cell permit, and that such indemnification obligations will survive the expiration, revocation, or other termination of this small cell permit.

- k. Performance Bond. Before the Public Works Department or Building and Safety Division, as applicable, issues any permits required to commence construction in connection with this permit, the permittee shall post a performance bond from a surety and in a form acceptable to the Public Works Director in an amount reasonably necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings, and foundations, whether above ground or below ground, constructed or installed in connection with the wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable laws. In establishing or adjusting the bond amount required under this condition, and in accordance with California Government Code § 65964(a), the Public Works Director or designee shall take into consideration any information provided by the permittee regarding the cost to remove the small wireless facility to a standard compliant with applicable laws. The performance bond shall expressly survive the expiration, revocation or other termination of this permit to the extent required to completely remove the equipment and improvements, restore the affected areas, and perform all other obligations in accordance with this condition.

- l. **Record Retention.** Throughout the permit term, the permittee must maintain a complete and accurate copy of the written administrative record, which includes without limitation the small cell permit application, small cell permit, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval, any ministerial permits or approvals issued in connection with this approval, and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the small cell permit (collectively, “records”). If the permittee does not maintain such records as required in this condition, any ambiguities or uncertainties that would be resolved by inspecting the missing records will be construed against the permittee. The permittee shall protect all records from damage from fires, floods, and other hazards that may cause deterioration. The permittee may keep records in an electronic format; provided, however, that hard copies or electronic records kept in the City’s regular files will control over any conflicts between such City-controlled copies or records and the permittee’s electronic copies, and complete originals will control over all other copies in any form. The requirements in this condition shall not be construed to create any obligation to create or prepare any records not otherwise required to be created or prepared by other applicable laws. Compliance with the requirements in this condition shall not excuse the permittee from any other similar record-retention obligations under applicable law.
- m. **Abandoned Wireless Facilities.** The small wireless facility authorized under this small cell permit shall be deemed abandoned if not operated for any continuous six (6) month period. Within ninety (90) days after a small wireless facility is abandoned or deemed abandoned, the permittee and/or property owner shall completely remove the small wireless facility and all related improvements and shall restore all affected areas to a condition compliant with all applicable laws, which includes without limitation the San Fernando Municipal Code. In the event that neither the permittee nor the property owner complies with the removal and restoration obligations under this condition within said 90-day period, the City shall have the right (but not the obligation) to perform such removal and restoration with or without notice, and the permittee and property owner shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities.
- n. **Landscaping.** The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance, or other work performed by the permittee or at the approval authority’s direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select, plant, and maintain replacement landscaping in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree. The permittee shall, at all times, be responsible to maintain any replacement landscape features.
- o. **Cost Reimbursement.** The permittee acknowledges and agrees that (i) the permittee’s request for authorization to construct, install, and/or operate the wireless facility will cause the City to incur costs and expenses; (ii) the permittee

shall be responsible to reimburse the City for all costs incurred in connection with the permit, which includes without limitation costs related to application review, permit issuance, site inspection, and any other costs reasonably related to or caused by the request for authorization to construct, install and/or operate the wireless facility; (iii) any application fees required for the application may not cover all such reimbursable costs and that the permittee shall have the obligation to reimburse City for all such costs within ten (10) days after a written demand for reimbursement and reasonable documentation to support such costs; and (iv) the City shall have the right to withhold any permits or other approvals in connection with the wireless facility until and unless any outstanding costs have been reimbursed to the City by the permittee.

2. Conditions for Small Wireless Facilities in the Public Rights-of-Way. In addition to all conditions in Section 2.G.1, all small cell permits for small wireless facilities in the public rights-of-way issued under this Small Wireless Facilities Policy shall be automatically subject to the conditions in this Section 2.G.2.
  - a. Future Undergrounding Programs. If other public utilities or communications providers in the public rights-of-way underground their facilities in the segment of the public rights-of-way where the permittee's small wireless facility is located, the permittee must underground its equipment except the antennas, any electric meter, and any other equipment that must be placed above ground to function. Accessory equipment such as radios and computers that require an environmentally controlled underground vault to function shall not be exempt from this condition. Small wireless facilities installed on wood utility poles that will be removed pursuant to the undergrounding program may be reinstalled on a streetlight that complies with the City's standards and specifications. Such undergrounding shall occur at the permittee's sole cost and expense except as may be reimbursed through tariffs approved by the California Public Utilities Commission for undergrounding costs.
  - b. Electric Meter Upgrades. If the commercial electric utility provider adopts or changes its rules making the need for a separate electric meter and enclosure unnecessary, the permittee on its own initiative and at its sole cost and expense shall remove the separate electric meter and enclosure. Prior to removing the electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.
  - c. Rearrangement and Relocation. The permittee acknowledges that the City, in its sole discretion and at any time, may: (i) change any street grade, width, or location; (ii) add, remove or otherwise change any improvements in, on, under, or along any street owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles, and utility systems for gas, water, electric, or telecommunications; and/or (iii) perform any other work deemed necessary, useful or desirable by the

City (collectively, "City work"). The City reserves the rights to do any and all City work without any admission on its part that the City would not have such rights without the express reservation in this small cell permit. If the Public Works Director determines that any City work will require the permittee's small wireless facility located in the public rights-of-way to be rearranged and/or relocated, the permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the permittee fails or refuses to either permanently or temporarily rearrange and/or relocate the permittee's small wireless facility within a reasonable time after the Public Works Director's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at the permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate the permittee's small wireless facility without prior notice to permittee when the Public Works Director determines that the City work is immediately necessary to protect public health or safety. The permittee shall reimburse the City for all costs and expenses in connection with such work within ten (10) days after a written demand for reimbursement and reasonable documentation to support such costs.

#### H. Permit Revocation.

1. Any permit granted under this Small Wireless Facilities Policy may be revoked in accordance with the provisions and procedures in this condition. The approval authority may initiate revocation proceedings when the approval authority has information that the facility may not be in compliance with all applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s).
2. Before the approval authority may conduct a public hearing to revoke any permit granted under this Small Wireless Facilities Policy, the approval authority must issue a written notice to the permittee that specifies (i) the facility; (ii) the violation(s) to be corrected; (iii) the time frame in which the permittee must correct such violation(s); and (iv) that, in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s).
3. A permit granted under this Small Wireless Facilities Policy may be revoked only by the Planning and Preservation Commission after a duly notice public hearing. The Planning Commission may revoke a permit when it finds substantial evidence in the written record to show that the facility is not in compliance with any applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Any decision by the Planning and Preservation Commission to revoke or not revoke a permit may be appealed to the City Council in the same manner heard by the Planning and Preservation Commission. Any decision by the City Council to revoke or not revoke a permit shall be final and not subject to any further appeals.
4. Within five (5) business days after the Planning and Preservation Commission or City Council adopts a resolution to revoke a permit, the approval authority shall provide

the permittee with a written notice that specifies the revocation and the reasons for such revocation.

## ATTACHMENT "C"

## RESOLUTION NO. 2019-007

**A RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVAL OF AN URGENCY ORDINANCE AMENDING DIVISION 13 (WIRELESS TELECOMMUNICATIONS FACILITIES) OF ARTICLE VI (GENERAL REGULATIONS) OF CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH UPDATED REGULATIONS AND PROCEDURES RELATED TO WIRELESS COMMUNICATIONS FACILITIES IN ACCORDANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS, AND RECOMMENDING COUNCIL APPROVAL OF RELATED POLICY GUIDELINES**

**WHEREAS**, pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the "City") has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of their residents through its police power;

**WHEREAS**, the City's police power provides the right to adopt and enforce zoning regulations;

**WHEREAS**, state and federal law do not vest local governments with complete control over the regulation of wireless communications facilities, such as macro cell towers or so-called small cells,

**WHEREAS**, wireless service providers must apply to cities and counties for permits to build structures that support wireless telecommunications equipment, like antennae and related devices;

**WHEREAS**, wireless carriers must seek local approval to place additional telecommunications equipment on structures and facilities where that equipment already exists, which are referred to as collocations;

**WHEREAS**, California cities are preempted from regulating various aspects of wireless communications facilities siting, under both federal and state law;

**WHEREAS**, federal law establishes specified limitations and preemptions in relation to the siting of wireless communications facilities as part of the Federal Telecommunications Act of 1996 (47 U.S.C. § 332);

**WHEREAS**, federal law provides that no state or local statute or regulation, or other state or local requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service (47 U.S.C. § 253);

City of San Fernando Planning and Preservation Commission  
Resolution No. 2019-007  
Page 2

**WHEREAS**, federal law also provides that a state or local government may not deny, but shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such a tower or base station (47 U.S.C. § 1455(a));

**WHEREAS**, Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 ("Section 6409") mandates that state or local government approve certain wireless communications facilities siting requests for modifications and collocations of wireless transmissions equipment on an existing tower or base station that do not result in a substantial change to the physical dimensions of such tower or base station;

**WHEREAS**, in October 2014, the Federal Communications Commission unanimously approved rules interpreting Section 6409 that took effect as of April 2015;

**WHEREAS**, under state law, a wireless collocation facility must be a permitted use, not subject to a local discretionary permit, if it satisfies certain requirements (Gov. Code, § 65850.6);

**WHEREAS**, under California Senate Bill 1627, local governments are required to approve collocations through a ministerial process and are prohibited from limiting the duration of permits for wireless sites to less than 10 years, absent good reason;

**WHEREAS**, federal and state laws impose various so-called "shot clocks" for periods that can lead to projects being deemed approved if not approved or denied within the applicable time frame;

**WHEREAS**, telecommunications companies have access to attach their equipment to utility poles in the public right-of-way, governed by a set of state and federal regulations;

**WHEREAS**, this method of attachment is increasingly popular as such companies seek to deploy so-called 5G network technology;

**WHEREAS**, state law establishes a framework, process, and procedures governing the attachment of telecommunications facilities to investor-owned utility poles and municipal utility poles, providing the California Public Utilities Commission (CPUC) the authority to establish and enforce rates, terms and conditions for pole attachments;

**WHEREAS**, telecommunications companies are authorized to erect poles and attach to investor-owned and municipal utility poles under specified cost-based rates (Pub. Util. Code, § 7901);

**WHEREAS**, local governments may not block utility pole attachments, but existing law authorizes them to regulate the time, manner, and place of pole attachments in the public right-of-way (Pub. Util. Code, § 7901.1);

**WHEREAS**, these local regulations are the vehicle for local police power/regulation;

City of San Fernando Planning and Preservation Commission

Resolution No. 2019-007

Page 3

**WHEREAS**, significant changes in federal and state law that affect local authority over wireless communications facilities (“WCFs”) have occurred, including but not limited to the following:

1. On August 2, 2018, the United States Federal Communications Commission (“FCC”) adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a) and directed the Wireline Competition Bureau and the Wireless Telecommunications Bureau to hear and resolve all complaints on an expedited basis;
2. On September 26, 2018, the FCC adopted a declaratory ruling and report and order—which is effective as of January 14, 2019—that, among other things, creates a new regulatory classification for small wireless facilities, requires state and local governments to process applications for small wireless facilities within sixty (60) days or ninety (90) days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition;

**WHEREAS**, given the rapid and significant changes in federal and state law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with federal and state law, the City Council desires to adopt the proposed policy to allow greater flexibility and responsiveness to new federal and state laws in order to preserve the City’s traditional authority to the maximum extent practicable;

**WHEREAS**, in addition to the changes described above, new federal laws and regulations that would drastically alter local authority over WCFs are currently pending, including without limitation, the following:

- A. On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the “STREAMLINE Small Cell Deployment Act” (S. 3157) that, among other things, would apply specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the applicable timeframes for review, require all proceedings to occur within such timeframes, and provide a “deemed granted” remedy for a failure to act within the applicable timeframe;
- B. On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment;

**WHEREAS**, the Planning and Preservation Commission conducted a duly noticed public hearing on April 3, 2019 concerning the prospective approval of Urgency Ordinance No. 1687

**WHEREAS**, evidence, both written and oral, was duly presented to and considered by the Planning and Preservation Commission at such public hearing;



City of San Fernando Planning and Preservation Commission  
Resolution No. 2019-007  
Page 4

**WHEREAS**, after the close of such public hearing, the Planning and Preservation Commission considered all public comments received both before and during the public hearing, the presentation by City staff, the relevant staff report, and all other pertinent documents regarding the proposed Urgency Ordinance No. 1687.

**NOW, THEREFORE, THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**SECTION 1.** That the facts set forth in the recitals above are true and correct.

**SECTION 2.** That this resolution constitutes the required written recommendation to the City Council in accordance with Government Code Section 65855.

**SECTION 3.** That pursuant to due notice as required by law, a full and fair public hearing was held by and before this Planning and Preservation Commission at a meeting on April 3, 2019, at which time, all interested persons were given full opportunity to be heard and present evidence.

**SECTION 4.** Findings.

- A. Urgency Ordinance No. 1687 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.
- B. The Planning and Preservation Commission finds that Urgency Ordinance No. \_\_\_\_\_ is consistent with the General Plan because it: (1) ensures consistency with federal and state laws and regulations; (2) promotes the aesthetic integrity of the City's character by engaging time, place, and manner regulations that are tailored to the City's zoning and land use preferences; (3) protects the public safety by ensuring compliance with federal radio frequency (RF) waves regulations; (4) enhances the public convenience, health, interest, safety, or welfare by maximizing the City's police power controls over the deployment of wireless facilities within the parameters of federal and state laws and regulations.

**SECTION 5.** Based upon the conclusions in the recitals and findings set forth above, the Planning and Preservation Commission recommends that the City Council approve Urgency Ordinance No. 1687 attached hereto as Exhibit "1," and related policies the form of which are attached hereto as Attachment "C."

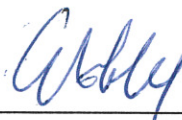
**SECTION 6.** The Secretary of the Planning and Preservation Commission of the City of San Fernando, California, shall certify to the adoption of this resolution and shall forward a copy of such resolution to the City Clerk to allow for prompt City Council consideration.

City of San Fernando Planning and Preservation Commission

Resolution No. 2019-007


Page 5

**PASSED, APPROVED, AND ADOPTED** this 3<sup>rd</sup> day of April, 2019.



CHAIRPERSON ALVIN DURHAM

**ATTEST:**



TIMOTHY T. HOU, AICP, SECRETARY TO THE PLANNING  
AND PRESERVATION COMMISSION

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) SS  
CITY OF SAN FERNANDO        )

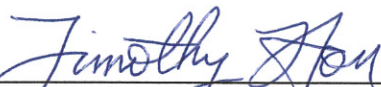
I, TIMOTHY T. HOU, Secretary to the Planning and Preservation Commission of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Preservation Commission and signed by the Chairperson of said City at a meeting held on the 3<sup>rd</sup> day of April, 2019; and that the same was passed by the following vote, to wit

AYES:     5 - A. Durham, A. Montes, I. Gonzalez, Y. Mejia, and H. Pacheco

NOES:     0 - None

ABSENT: 0 - None

ABSTAIN: 0 - None



TIMOTHY T. HOU, AICP, SECRETARY TO THE PLANNING  
AND PRESERVATION COMMISSION

**EXHIBIT “1”****URGENCY ORDINANCE NO. 1687**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF SAN FERNANDO, CALIFORNIA,  
AMENDING DIVISION 13 (WIRELESS  
TELECOMMUNICATIONS FACILITIES) OF ARTICLE VI  
(GENERAL REGULATIONS) OF CHAPTER 106 (ZONING)  
OF THE SAN FERNANDO MUNICIPAL CODE TO  
ESTABLISH UPDATED REGULATIONS AND  
PROCEDURES RELATED TO WIRELESS  
COMMUNICATIONS FACILITIES, AND DECLARING THE  
URGENCY THEREOF, IN ACCORDANCE WITH  
GOVERNMENT CODE SECTIONS 36934 AND 36937**

**WHEREAS**, pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the “City”) has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of their residents through its police power;

**WHEREAS**, the City’s police power provides the right to adopt and enforce zoning regulations;

**WHEREAS**, state and federal law do not vest local governments with complete control over the regulation of wireless communications facilities, such as macro cell towers or so-called small cells;

**WHEREAS**, wireless service providers must apply to cities and counties for permits to build structures that support wireless telecommunications equipment, like antennae and related devices;

**WHEREAS**, wireless carriers must seek local approval to place additional telecommunications equipment on structures and facilities where that equipment already exists, which are referred to as collocations;

**WHEREAS**, California cities are preempted from regulating various aspects of wireless communications facilities siting, under both federal and state law;

**WHEREAS**, federal law establishes specified limitations and preemptions in relation to the siting of wireless communications facilities as part of the Federal Telecommunications Act of 1996 (47 U.S.C. § 332);

**WHEREAS**, federal law provides that no state or local statute or regulation, or other state or local requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service (47 U.S.C. § 253);

**WHEREAS**, federal law also provides that a state or local government may not deny, but shall approve, any eligible facilities request for a modification of an existing wireless tower or

base station that does not substantially change the physical dimensions of such a tower or base station (47 U.S.C. § 1455(a));

**WHEREAS**, Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (“Section 6409”) mandates that state or local government approve certain wireless communications facilities siting requests for modifications and collocations of wireless transmissions equipment on an existing tower or base station that do not result in a substantial change to the physical dimensions of such tower or base station;

**WHEREAS**, in October 2014, the Federal Communications Commission (FCC) unanimously approved rules interpreting Section 6409 that took effect as of April 2015;

**WHEREAS**, under state law, a wireless collocation facility must be a permitted use, not subject to a local discretionary permit, if it satisfies certain requirements (Gov. Code, § 65850.6);

**WHEREAS**, under California Senate Bill 1627, local governments are required to approve collocations through a ministerial process and are prohibited from limiting the duration of permits for wireless sites to less than 10 years, absent good reason;

**WHEREAS**, federal and state laws impose various so-called “shot clocks” for periods that can lead to projects being deemed approved if not approved or denied within the applicable time frame;

**WHEREAS**, telecommunications companies have access to attach their equipment to utility poles in the public right-of-way, governed by a set of state and federal regulations;

**WHEREAS**, this method of attachment is increasingly popular as such companies seek to deploy so-called 5G network technology;

**WHEREAS**, state law establishes a framework, process, and procedures governing the attachment of telecommunications facilities to investor-owned utility poles and municipal utility poles, providing the California Public Utilities Commission (CPUC) the authority to establish and enforce rates, terms and conditions for pole attachments;

**WHEREAS**, telecommunications companies are authorized to erect poles and attach to investor-owned and municipal utility poles under specified cost-based rates (Pub. Util. Code, § 7901);

**WHEREAS**, local governments may not block utility pole attachments, but existing law authorizes them to regulate the time, manner, and place of pole attachments in the public right-of-way (Pub. Util. Code, § 7901.1);

**WHEREAS**, these local regulations are the vehicle for local police power/regulation;

**WHEREAS**, significant changes in federal and state law that affect local authority over wireless communications facilities (“WCFs”) have occurred, including but not limited to the following:

- On August 2, 2018, the United States Federal Communications Commission (“FCC”) adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a) and directed the Wireline Competition Bureau and the Wireless Telecommunications Bureau to hear and resolve all complaints on an expedited basis;
- On September 26, 2018, the FCC adopted a declaratory ruling and report and order—which is effective as of January 14, 2019—that, among other things, creates a new regulatory classification for small wireless facilities, requires state and local governments to process applications for small wireless facilities within sixty (60) days or ninety (90) days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition;

**WHEREAS**, given the rapid and significant changes in federal and state law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with federal and state law, the City Council desires to amend the San Fernando Municipal Code, to allow greater flexibility and responsiveness to new federal and state laws in order to preserve the City’s traditional authority to the maximum extent practicable;

**WHEREAS**, in addition to the changes described above, new federal laws and regulations that would drastically alter local authority over WCFs are currently pending, including without limitation, the following:

- On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the “STREAMLINE Small Cell Deployment Act” (S. 3157) that, among other things, would apply specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the applicable timeframes for review, require all proceedings to occur within such timeframes, and provide a “deemed granted” remedy for a failure to act within the applicable timeframe;
- On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment;

**WHEREAS**, the City Council public hearing to consider this Resolution was noticed in accordance with the publication requirements set forth in Government Code Section 65090;

**WHEREAS**, Government Code Sections 36934 and 36937 authorize the City to adopt an Urgency Ordinance for the immediate preservation of the public peace, health, or safety.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The recitals above are true and correct and incorporated herein by reference.

**SECTION 2. Urgency Findings.**

- A. State and federal law have changed substantially since the City last adopted regulations for wireless facility installations in the City.
- B. The City lacks updated regulations as to wireless facilities in the public right-of-way and the management of applicable “shot clocks” that govern the time in which the City must approve or deny a wireless facility application.
- C. State and federal law requires local governments to act on permit applications for wireless facilities within a prescribed time period and may automatically deem an application approved when a failure to act occurs.
- D. The expeditious adoption of wireless facilities regulations are necessary to protect the City’s visual character from potential adverse impacts or visual blight created or exacerbated by telecommunications infrastructure and promote access to high-quality, advanced telecommunication services for the City’s residents, businesses and visitors.
- E. The adoption of this Urgency Ordinance is necessary to preserve the public health, safety, and welfare as, without such adoption, wireless facilities approved without updated regulations could create:
  - 1. Land use conflicts and incompatibilities between comparable facilities;
  - 2. Visual and aesthetic blight and public safety concerns arising from the excessive size, noise, or lack of camouflaging of wireless facilities; and
  - 3. Traffic and pedestrian safety hazards due to the unsafe siting of wireless facilities.

**SECTION 3.** Reserved Sections 106-1380–106-1382 of Subdivision IV (Monitoring, Transfer, and Revocation) of Division 13 (Wireless Telecommunications Facilities) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code are hereby deleted in their entirety.

**SECTION 4.** Division 13 (Wireless Telecommunications Facilities) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended by the addition of a new Subdivision V, which shall read as follows:

**Subdivision V. - Small Wireless Facilities.**

**Sec. 106-1380. - Permit.**

- (a) All small wireless facilities, as defined by the FCC in 47 C.F.R. § 1.6002(*l*), as may be amended or superseded, are subject to a permit, as specified in a City Council policy to be adopted by City Council resolution. All small wireless facilities shall comply with the City Council’s policy.

- (b) The provisions in this Subdivision V shall supersede any conflicting provisions of this Code, including, but not limited to, Subdivisions I through IV set forth in Division 13 (Wireless Telecommunications Facilities) of Chapter 106 (Zoning). All other regulations in this Code not in conflict with this Subdivision V shall continue to apply to small wireless facilities subject to this Subdivision V. The provisions in this Subdivision V are not intended to conflict with, supersede, or limit any applicable federal or California state law.

**SECTION 5. Environmental.** This Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.

**SECTION 6. Inconsistent Provisions.** Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Urgency Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

**SECTION 7. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 8. Construction.** The City Council intends this Urgency Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 9. Publication and Effective Date.** This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Urgency Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk  
**STATE OF CALIFORNIA**                    )  
**COUNTY OF LOS ANGELES**        ) **SS**  
**CITY OF SAN FERNANDO**            )

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Urgency Ordinance No. 1687 was passed and adopted by the City Council at its regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Elena G. Chávez, City Clerk



**ATTACHMENT “C”**

**DRAFT POLICY GUIDELINES  
FOR SMALL WIRELESS FACILITIES**

## **CITY OF SAN FERNANDO POLICY FOR SMALL WIRELESS FACILITIES**

### **SECTION 1. General Provisions.**

#### **A. Purpose and Intent.**

1. The City of San Fernando (the “City”) intends this Small Wireless Facilities Policy to establish reasonable, uniform and comprehensive standards and procedures for small wireless facilities deployment, construction, installation, collocation, modification, operation, relocation, and removal within the City’s territorial boundaries, consistent with and to the extent permitted under federal and California state law. The standards and procedures contained in this Small Wireless Facilities Policy are intended to, and should be applied to, protect and promote public health, safety, and welfare, and balance the benefits that flow from robust, advanced wireless services with the City’s local values, which include without limitation the aesthetic character of the City, its neighborhoods and community. This Small Wireless Facilities Policy is also intended to reflect and promote the community interest by: (1) ensuring that the balance between public and private interest is maintained; (2) protecting the City’s visual character from potential adverse impacts or visual blight created or exacerbated by small wireless facilities and related communications infrastructure; (3) protecting and preserving the City’s environmental resources; and (4) promoting access to high-quality, advanced wireless services for the City’s residents, businesses, and visitors.
2. This Small Wireless Facilities Policy is not intended to, nor shall it be interpreted or applied to:
  - a. prohibit or effectively prohibit any personal wireless service provider’s ability to provide personal wireless services;
  - b. prohibit or effectively prohibit any entity’s ability to provide any interstate or intrastate telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations, or other legal requirements for rights-of-way management;
  - c. unreasonably discriminate among providers of functionally equivalent services;
  - d. deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC’s regulations concerning such emissions;
  - e. prohibit any collocation or modification that the City may not deny under federal or California state law;
  - f. impose any unfair, unreasonable, discriminatory, or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or

- g. otherwise authorize the City to preempt any applicable federal or California state law.

B. General Definitions.

1. Undefined Terms. Undefined phrases, terms or words in this Section 1.B shall have the meanings assigned to them in 1 U.S.C. § 1, as may be amended or superseded, and, if not defined therein, will have their ordinary meanings. If any definition assigned to any phrase, term or word in this Section 1.B conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control.
2. Defined Terms.
  - a. “antenna” means the same as defined by the FCC in 47 C.F.R. § 1.6002(b), as may be amended or superseded.
  - b. “approval authority” means the City official responsible for reviewing applications for small cell permits and vested with the authority to approve, conditionally approve, or deny such applications as provided in this Small Wireless Facilities Policy. The approval authority for applications in connection with small wireless facilities shall be the Community Development Director or his/her designee.
  - c. “City” means the city of San Fernando, a California municipal corporation.
  - d. “collector street” means the same as defined in Section 106-6 of the San Fernando Municipal Code, as may be amended or superseded.
  - e. “collocation” means the same as defined by the FCC in 47 C.F.R. § 1.6002(g), as may be amended or superseded.
  - f. “Community Development Director” means the Director of the San Fernando Community Development Department (or duly appointed successor agency) or such Director’s designee.
  - g. “concealed” or “concealment” means camouflaging techniques that integrate the transmission equipment into the surrounding natural and/or built environment such that the average, untrained observer cannot directly view the equipment but would likely recognize the existence of the wireless facility or concealment technique. Camouflaging concealment techniques include, but are not limited to: (1) façade or rooftop mounted pop-out screen boxes; (2) antennas mounted within a radome above a streetlight; (3) equipment cabinets in the public rights-of-way painted or wrapped to match the background; and (4) an isolated or standalone faux-tree.
  - h. “decorative pole” means any pole that includes decorative or ornamental features, design elements, and/or materials intended to enhance the appearance of the pole or the public rights-of-way in which the pole is located.

- i. “FCC” means the Federal Communications Commission or its duly appointed successor agency.
- j. “FCC Shot Clock” means the presumptively reasonable time frame within which the City generally must act on a given wireless application, as defined by the FCC and as may be amended from time to time.
- k. “major arterial” means the same as defined in Section 106-6 of the San Fernando Municipal Code, as may be amended or superseded.
- l. “ministerial permit” means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City’s jurisdiction. Ministerial permits may include, without limitation, a building permit, construction permit, electrical permit, encroachment permit, excavation permit, and/or traffic control permit.
- m. “personal wireless services” means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded, which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.
- n. “personal wireless service facilities” means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded, which defines the term as facilities that provide personal wireless services.
- o. “Public Works Director” means the Director of the San Fernando Public Works Department (or duly appointed successor agency) or such Director’s designee.
- p. “RF” means radio frequency or electromagnetic waves generally between thirty (30) kHz and three hundred (300) GHz in the electromagnetic spectrum range.
- q. “secondary arterial” means the same as defined in Section 106-6 of the San Fernando Municipal Code, as may be amended or superseded.
- r. “Section 6409” means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a), as may be amended.
- s. “small cell permit” means a City-issued permit required for any small wireless facility proposed on an existing, new, or replacement support structure, subject to the approval authority’s prior review and approval.
- t. “small wireless facility” or “small wireless facilities” means the same as defined by the FCC in 47 C.F.R. § 1.6002(l), as may be amended or superseded.

## SECTION 2. Small Wireless Facilities.

### A. Applicability; Required Permits and Approvals.

1. **Applicable Wireless Facilities.** Except as expressly provided otherwise in this Small Wireless Facilities Policy, the provisions in this Small Wireless Facilities Policy shall be applicable to all existing small wireless facilities and all applications and requests for authorization to construct, install, attach, operate, collocate, modify, reconstruct, relocate, or otherwise deploy small wireless facilities within the City's jurisdictional and territorial boundaries within the public rights-of-way or on private property.
  2. **Small Cell Permit.** A small cell permit, subject to the approval authority's prior review and approval, shall be required for any small wireless facility proposed on an existing, new or replacement support structure.
  3. **Request for Approval Pursuant to Section 6409.** Notwithstanding anything in the Small Wireless Facilities Policy to the contrary, requests for approval to collocate, replace, or remove transmission equipment at an existing wireless tower or base station submitted pursuant to Section 6409 (47 U.S.C. Section 1455(a)) will be subject to the applicable provisions of state and federal laws, as may be amended or superseded.
  4. **Other Permits and Approvals.** In addition to a small cell permit, the applicant must obtain all other permits and regulatory approvals as may be required by any other federal, state, or local government agencies, which includes without limitation any ministerial permits and/or approvals issued by other City departments or divisions. All applications for ministerial permits submitted in connection with a proposed small wireless facility must contain a valid small cell permit issued by the City for the proposed facility. Any application for any ministerial permit(s) submitted without such small cell permit may be denied without prejudice. Furthermore, any permit or approval granted under this Small Wireless Facilities Policy shall remain subject to all lawful conditions and/or legal requirements associated with such other permits or approvals.
- B. **Location Requirements.** The City prefers small wireless facilities in the public rights-of-way to be installed in locations, ordered from most preferred to least preferred, as follows:
1. **Preface to Location Requirements.** This Section 2.B.1 provides guidance as to how to interpret and apply the location requirements. To better assist applicants and decision makers understand and respond to the community's aesthetic preferences and values, Sections 2.B.1-2.B.5 set out listed preferences for locations and support structures to be used in connection with small wireless facilities in ordered hierarchies. Applications that involve lesser-preferred locations or structures may be approved so long as the applicant demonstrates that either (i) no more preferred locations or structures exist within five hundred (500) feet from the proposed site; or (ii) any more preferred locations or structures within five hundred (500) feet from the proposed site would be technically infeasible, as determined by staff based upon written information provided by the applicant. Section 2.B.6 identifies "prohibited" support structures on which the City shall not approve any small cell permit application for any competitor or potential competitor.

2. Locations in the Public Rights-of-Way.
  - a. locations within or, if in the public right-of-way, immediately adjacent to non-residential zones or uses on or along major arterials;
  - b. locations within or, if in the public right-of-way, immediately adjacent to non-residential zones or uses on or along secondary arterials;
  - c. locations within or, if in the public right-of-way, immediately adjacent to non-residential zones or uses on or along collector streets;
  - d. locations within non-residential zones on or along local streets;
  - e. locations within or, if in the public right-of-way, immediately adjacent to residential zones or uses on or along major arterials;
  - f. locations within or, if in the public right-of-way, immediately adjacent to residential zones or uses on or along secondary arterials;
  - g. locations within or, if in the public right-of-way, immediately adjacent to residential zones or uses on or along collector streets.
3. Locations Outside the Public Rights-of-Way.
  - a. City-owned or controlled property or structures;
  - b. manufacturing zones;
  - c. commercial zones;
  - d. mixed/multi-use zones;
  - e. open space;
  - f. residential zones or residential uses.
4. Support Structures in the Public Rights-of-Way. The City prefers small wireless facilities to be installed on support structures in the public rights-of-way, ordered from most preferred to least preferred, as follows:
  - a. existing or replacement streetlight poles;
  - b. existing or replacement wood utility poles;
  - c. new, non-replacement streetlight poles;
  - d. new, non-replacement poles for small wireless facilities.

5. Support Structures Outside the Public Rights-of-Way. The City prefers small wireless facilities to be installed on support structures outside the public rights-of-way, ordered from most preferred to least preferred, as follows:
  - a. existing buildings or other non-tower structures previously approved for use as a support structure for personal wireless service facilities;
  - b. other existing buildings or non-tower structures;
  - c. existing or replacement poles or towers;
  - d. new, non-replacement towers for small wireless facilities.
6. Prohibited Support Structures. The City prohibits small wireless facilities to be installed on the following support structures, whether located in the public rights-of-way or not:
  - a. decorative poles;
  - b. traffic signals, signs, poles, cabinets, and related devices;
  - c. any utility pole scheduled for removal or relocation within twelve (12) months from the time the approval authority acts on the small cell permit application;
  - d. new, non-replacement wood poles.

#### C. Design Standards.

##### 1. General Standards.

- a. Noise. Small wireless facilities and all accessory equipment and transmission equipment must comply with all applicable noise control standards and regulations in Article II (Noise) of Chapter 34 (Environment) of the San Fernando Municipal Code and disturbing the peace provisions of the California Penal Code, and shall not exceed, either on an individual or cumulative basis, the noise limit in the applicable zone.
- b. Lights. Small wireless facilities shall not include any lights that would be visible from publicly accessible areas, except as may be required under Federal Aviation Administration, FCC, or other applicable regulations for health and safety. All equipment with lights (such as indicator or status lights) must be installed in locations and within enclosures that mitigate illumination impacts visible from publicly accessible areas. The provisions in this subsection shall not be interpreted or applied to prohibit installations on streetlights or luminaires installed on new or replacement poles as may be required under this Small Wireless Facilities Policy.
- c. Landscape Features. Small wireless facilities shall not displace any existing landscape features unless: (i) such displaced landscaping is replaced with native

and/or drought-resistant plants, trees or other landscape features approved by the approval authority and (ii) the applicant submits and adheres to a landscape maintenance plan. The landscape plan must include existing vegetation, and vegetation proposed to be removed or trimmed, and the landscape plan must identify proposed landscaping by species type, size, and location. Landscape maintenance must be performed in accordance with the San Fernando Municipal Code.

- d. Site Security Measures. Small wireless facilities may incorporate reasonable and appropriate site security measures, such as locks and anti-climbing devices, to prevent unauthorized access, theft, or vandalism. The approval authority shall not approve any barbed wire, razor ribbon, electrified fences, or any similarly dangerous security measures. All exterior surfaces on small wireless facilities shall be constructed from or coated with graffiti-resistant materials.
- e. Signage; Advertisements. All small wireless facilities must include signage that accurately identifies the site owner/operator, the owner/operator's site name or identification number, and a toll-free number to the owner/operator's network operations center. Small wireless facilities may not bear any other signage or advertisements unless expressly approved by the City, required by law or recommended under FCC, OSHA, or other United States governmental agencies for compliance with RF emissions regulations.
- f. Compliance with Health and Safety Regulations. All small wireless facilities shall be designed, constructed, operated, and maintained in compliance with all generally applicable health and safety regulations, which includes without limitation all applicable regulations for human exposure to RF emissions.

## 2. Small Wireless Facilities in the Public Right-of-Way.

- a. Overall Height. Small wireless facilities may not exceed either (A) the minimum separation from electrical lines required by applicable safety regulations (such as CPUC General Order 95), plus four (4) feet or (B) four (4) feet above the existing support structure.
- b. Antennas.
  - i. Concealment. All antennas and associated mounting equipment, hardware, cables or other connectors must be completely concealed within an opaque antenna shroud or radome. The antenna shroud or radome must be painted a flat, non-reflective color to match the underlying support structure.
  - ii. Antenna Volume. Each individual antenna may not exceed three (3) cubic feet in volume and all antennas may not exceed six (6) cubic feet in volume.
- c. Accessory Equipment.



- i. **Installation Preferences.** All non-antenna accessory equipment shall be installed in accordance with the following preferences, ordered from most preferred to least preferred: (a) underground in any area in which the existing utilities are primarily located underground; (b) on the pole or support structure; or (c) integrated into the base of the pole or support structure. Applications that involve lesser-preferred installation locations may be approved so long as the applicant provides the approval authority with sufficient written documentation to demonstrate that a more preferred installation location would be technically infeasible.
- ii. **Undergrounded Accessory Equipment.** All undergrounded accessory equipment must be installed in an environmentally controlled vault that is load-rated to meet the City's standards and specifications. Underground vaults located beneath a sidewalk must be constructed with a slip-resistant cover. Vents for airflow shall be flush-to-grade when placed within the sidewalk and may not exceed two (2) feet above grade when placed off the sidewalk. Applicants shall not be permitted to install an underground vault in a location that would cause any existing tree to be materially damaged or displaced.
- iii. **Pole-Mounted Accessory Equipment.** All pole-mounted accessory equipment must be installed flush to the pole to minimize the overall visual profile. If any applicable health and safety regulations prohibit flush-mounted equipment, the maximum separation permitted between the accessory equipment and the pole shall be the minimum separation required by such regulations. All pole-mounted equipment and required or permitted signage must be placed and oriented away from adjacent sidewalks and structures. Pole-mounted equipment may be installed behind street, traffic or other signs to the extent that the installation complies with applicable public health and safety regulations. All cables, wires and other connectors must be routed through conduits within the pole, and all conduit attachments, cables, wires and other connectors must be concealed from public view. To the extent that cables, wires and other connectors cannot be routed through the pole, applicants shall route them through a single external conduit or shroud that has been finished to match the underlying support structure.
- iv. **Base-Mounted Accessory Equipment.** All base-mounted accessory equipment must be installed within a shroud, enclosure or pedestal integrated into the base of the support structure. All cables, wires and other connectors routed between the antenna and base-mounted equipment must be concealed from public view.
- v. **Ground-Mounted Accessory Equipment.** The approval authority shall not approve any ground-mounted accessory equipment including, but not limited to, any utility or transmission equipment, pedestals, cabinets, panels or electric meters, unless the approval authority finds that alternatively situated accessory equipment, including, but not limited to, pole-mounted equipment, would have a less adverse impact on the public health, safety, and/or welfare.

- vi. **Accessory Equipment Volume.** All accessory equipment associated with a small wireless facility installed above ground level shall not cumulatively exceed: (i) nine (9) cubic feet in volume if installed in a residential zone or within two hundred fifty (250) feet from any structure approved for a residential use; or (ii) seventeen (17) cubic feet in volume if installed in a non-residential zone. The volume calculation shall include any shroud, cabinet or other concealment device used in connection with the non-antenna accessory equipment. The volume calculation shall not include any equipment or other improvements placed underground.
- d. **Streetlights.** Applicants that propose to install small wireless facilities on an existing streetlight must remove and replace the existing streetlight with one (1) substantially similar to the City's standards and specifications but designed to accommodate wireless antennas and accessory equipment. To mitigate any material changes in the street lighting patterns, the replacement pole must: (i) be located as close to the removed pole as possible; (ii) be aligned with the other existing streetlights; (iii) include a luminaire at substantially the same height and distance from the pole as the luminaire on the removed pole; and (iv) contain a light bulb with of the same type and light intensity. All antennas must be installed above the pole within a single, canister-style shroud or radome that tapers to the pole.
- e. **Wood Utility Poles.** Applicants that propose to install small wireless facilities on an existing wood utility pole must install all antennas above the pole unless the applicant provides the approval authority with sufficient written documentation to demonstrate that mounting the antennas above the pole would be technically infeasible. Side-mounted antennas on a stand-off bracket or extension arm must be concealed within a shroud. The stand-off bracket or extension arm must be installed parallel to the adjacent street. All cables, wires, and other connectors must be concealed within the side-arm mount, or extension arm. The maximum horizontal separation between the antenna and the pole shall be the minimum separation required by applicable health and safety regulations. All wireless facility equipment must be painted to match the support structure the extent feasible under existing laws.
- f. **New, Non-Replacement Poles.** To the extent authorized under applicable laws, the approval authority shall not approve any new, non-replacement support structures unless the applicant demonstrates that above-ground support structures within the intended service area either do not exist or are not potentially available to the applicant (e.g. an applicant deeming an existing wooden utility pole as unavailable for proposed facilities may provide the City with a corroborating letter from the respective utility and an O-Calc Pro structural analysis report demonstrating that the proposed pole cannot support the proposed facilities or may cite potential conflicts with CPUC General Order 95 requirements). If authorized, applicants that propose to install small wireless facilities on a new, non-replacement pole must install a new streetlight substantially similar to the City's standards and specifications but designed to accommodate wireless

antennas and accessory equipment located immediately adjacent to the proposed location. If there are no existing streetlights in the immediate vicinity, the applicant may install a composite pole capable of concealing all the accessory equipment either within the pole or within an integrated enclosure located at the base of the pole. The pole diameter shall not exceed twelve (12) inches and any base enclosure diameter shall not exceed sixteen (16) inches. All antennas, whether on a new streetlight or other new pole, must be installed above the pole within a single, canister-style shroud or radome.

- g. **Strand-Mounted Wireless Facilities.** No more than one strand-mounted wireless facility may be installed on any single span between two (2) poles. The approval authority shall not approve any ground-mounted equipment in connection with any strand-mounted wireless facility. All equipment and other improvements associated with a strand-mounted wireless facility must comply with all applicable health and safety regulations. Strand-mounted wireless facilities shall not exceed one (1) cubic foot in total volume. All strand-mounted equipment shall be finished in a non-reflective grey color. Any accessory equipment mounted on the pole shall be painted and textured to match the underlying pole.
- h. **Encroachments Over Private Property.** Small wireless facilities may not encroach onto or over any private or other property outside the public rights-of-way without the property owner's express written consent.
- i. **Backup Power Sources.** Fossil-fuel based backup power sources shall not be permitted within the public rights-of-way; provided, however, that connectors or receptacles may be installed for temporary backup power generators used in an emergency declared by federal, state, or local officials.
- j. **Obstructions; Public Safety.** Small wireless facilities and any associated equipment or improvements shall not physically interfere with or impede access to any: (i) public access to the public rights-of-way, including sidewalks, streets, and alleys; (ii) worker access to any above-ground or underground infrastructure for traffic control, streetlight, or public transportation, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, or barricade reflectors; (iii) access to any public transportation vehicles, shelters, street furniture or other improvements at any public transportation stop; (iv) worker access to above-ground or underground infrastructure owned or operated by any public or private utility agency; (v) fire hydrant or water valve; (vi) access to any doors, gates, sidewalk doors, passage doors, stoops, or other ingress and egress points to any building appurtenant to the rights-of-way; or (vii) access to any fire escape.
- k. **Utility Connections.** All cables and connectors for telephone, data backhaul, primary electric, and other similar utilities must be routed underground in conduits large enough to accommodate future collocated wireless facilities. Undergrounded cables and wires must transition directly into the pole base without any external doghouse. All cables, wires, and connectors between the

underground conduits and the antennas and other accessory equipment shall be routed through and concealed from view within: (i) internal risers or conduits if on a concrete, composite, or similar pole; or (ii) a cable shroud or conduit mounted as flush to the pole as possible if on a wood pole or other pole without internal cable space. The approval authority shall not approve new overhead utility lines or service drops merely because compliance with the undergrounding requirements would increase the project cost.

- l. Electric Meters. Small wireless facilities shall use flat-rate electric service or other method that obviates the need for a separate above-grade electric meter. If flat-rate service is not available, applicants may install a shrouded smart meter. The approval authority shall not approve a separate ground-mounted electric meter pedestal.
  - m. Street Trees. To preserve existing landscaping in the public rights-of-way, all work performed in connection with small wireless facilities shall not cause any street trees to be trimmed, damaged, or displaced. If any street trees are damaged or displaced, the applicant shall be responsible, at its sole cost and expense, to plant and maintain replacement trees at the site for the duration of the permit term.
3. Small Wireless Facilities Outside the Public Right-of-Way.
- a. Overall Height. Small wireless facilities on private property shall not exceed thirty-five (35) feet or the height limit for the applicable zone or overlay zone, whichever is less.
  - b. Setbacks. Small wireless facilities on private property may not encroach into any applicable setback for structures in the subject zoning zone.
  - c. Backup Power Sources. The approval authority shall not approve any diesel generators or other similarly noisy or noxious generators in or within two hundred fifty (250) feet from any residence; provided, however, the approval authority may approve sockets or other connections used for temporary backup generators.
  - d. Parking; Access. Any equipment or improvements constructed or installed in connection with any small wireless facilities must not reduce any parking spaces below the minimum requirement for the subject property. Whenever feasible, small wireless facilities must use existing parking and access rather than construct new parking or access improvements. Any new parking or access improvements must be the minimum size necessary to reasonably accommodate the proposed use in accordance with the San Fernando Municipal Code and applicable state and federal laws.
  - e. Towers, Poles and Other Freestanding Small Wireless Facilities. All new towers, poles, or other freestanding structures that support small wireless facilities must be made from a metal or composite material capable of concealing all the accessory equipment, including cables, mounting brackets, radios, and utilities,

either within the support structure or within an integrated enclosure located at the base of the support structure. All antennas must be installed above the pole in a single, canister-style shroud, or radome. The support structure and all transmission equipment must be painted with flat/neutral colors that match the support structure. The pole diameter shall not exceed twelve (12) inches and any base enclosure diameter shall not exceed sixteen (16) inches.

f. Building-Mounted Small Wireless Facilities.

- i. Preferred Concealment Techniques. All applicants must propose new non-tower small wireless facilities that are completely concealed and architecturally integrated into the existing façade or rooftop features with no visible impacts from any publicly accessible areas at ground level (examples include, but are not limited to, antennas behind existing parapet walls or façades replaced with RF-transparent material and finished to mimic the replaced materials). Alternatively, if the applicant provides the approval authority with sufficient written documentation to demonstrate that integration with existing features is technically infeasible, the applicant may propose completely concealed new structures or appurtenances designed to mimic the support structure's original architecture and proportions (examples include, but are not limited to, steeples and chimneys). Facilities must be located behind existing parapet walls or other existing screening elements to the maximum extent feasible.
- ii. Façade-Mounted Equipment. When small wireless facilities cannot be placed behind existing parapet walls or other existing screening elements, the approval authority may approve façade-mounted equipment in accordance with this Section 2.C.3.f.ii. All façade-mounted equipment must be concealed behind screen walls and mounted flush to the façade. The approval authority may not approve "pop-out" screen boxes. The approval authority may not approve any exposed façade-mounted antennas, including but not limited to exposed antennas painted to match the façade. To the extent feasible, façade-mounted equipment must be installed on the façade(s) along the building frontage that is the least prominent or publicly visible.

D. Small Cell Application Requirements.

1. Small Cell Permit Application Contents. All applications for a small cell permit must include all the information and materials required in this Section 2.D.
  - a. Application Form. The applicant shall submit a complete, duly executed small cell permit application on the then-current form prepared by the approval authority.
  - b. Application Fee. The applicant shall submit the applicable wireless telecommunications permit, administrative approval fee established by City Council resolution. Batched applications must include the applicable wireless

telecommunications permit, administrative approval fee for each small wireless facility in the batch.

- c. **Construction Drawings.** The applicant shall submit true and correct construction drawings, prepared, signed, and stamped by a California licensed or registered engineer, that depict all the existing and proposed improvements, equipment and conditions related to the proposed project, which includes without limitation any and all poles, posts, pedestals, traffic signals, towers, streets, sidewalks, pedestrian ramps, driveways, curbs, gutters, drains, handholes, manholes, fire hydrants, equipment cabinets, antennas, cables, trees, and other landscape features. The construction drawings must: (i) contain cut sheets that contain the technical specifications for all existing and proposed antennas and accessory equipment, which includes without limitation the manufacturer, model number and physical dimensions; (ii) identify all structures within two hundred fifty (250) feet from the proposed project site and call out such structures' overall height above ground level; (iii) depict the applicant's plan for electric and data backhaul utilities, which shall include the locations for all conduits, cables, wires, handholes, junctions, transformers, meters, disconnect switches, and points of connection; and (iv) demonstrate that proposed project will be in full compliance with all applicable health and safety laws, regulations or other rules, which includes without limitation all building codes, electric codes, local street standards and specifications, and public utility regulations and orders.
- d. **Site Survey.** For any small wireless facility proposed to be located within the public rights-of-way, the applicant shall submit a survey prepared, signed and stamped by a California licensed or registered engineer. The survey must identify and depict all existing boundaries, encroachments and other structures within two hundred fifty (250) feet from the proposed project site, which includes without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below-grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes, and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals, and permanent signage; (vi) sidewalks, driveways, parkways, curbs, gutters, and storm drains; (vii) benches, trash cans, mailboxes, kiosks, and other street furniture; and (viii) existing trees, planters, and other landscaping features.
- e. **Photo Simulations.** The applicant shall submit site photographs and photo simulations that show the existing location and proposed small wireless facility in context from at least three (3) vantage points within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed site location and the photo location for each vantage point.
- f. **Project Narrative and Justification.** The applicant shall submit a written statement that explains in plain factual detail whether and why the proposed wireless facility qualifies as a "small wireless facility" as defined by the FCC in 47 C.F.R. § 1.6002(*l*). A complete written narrative analysis will state the applicable standard and all the facts that allow the City to conclude the standard has been met—bare

conclusions not factually supported do not constitute a complete written analysis. As part of the written statement the applicant must also include (i) whether and why the proposed support is a structure as defined by the FCC in 47 C.F.R. § 1.6002(m); and (ii) whether and why the proposed wireless facility meets each required finding for a small cell permit as provided in Section 2.F.3.

- g. RF Compliance Report. The applicant shall submit an RF exposure compliance report that certifies that the proposed small wireless facility, as well as any collocated wireless facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must be prepared and certified by an RF engineer acceptable to the City. The RF report must include the actual frequency and power levels (in watts ERP) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.
- h. Public Notices. The applicant shall submit a mailing list and envelopes, stamped and addressed, for all properties and record owners of properties entitled to receive notice under Section 2.F.1. Insufficient postage and/or illegible addressing shall be a basis to deem the application incomplete.
- i. Structural Analysis Report. The applicant shall submit a structural analysis report with calculations, drawings, and general recommendations for structural modifications should the proposed project fail the analysis.
- j. Regulatory Authorization. The applicant shall submit evidence of the applicant's regulatory status under federal and California state law to provide the services and construct the small wireless facility proposed in the application.
- k. Site Agreement. For any small wireless facility proposed to be installed on any structure owned or controlled by the City and located within the public rights-of-way, the applicant shall submit a partially-executed site agreement on a form prepared by the City that states the terms and conditions for such non-exclusive use by the applicant. No changes shall be permitted to the City's form site agreement except as may be indicated on the form itself. Any unpermitted changes to the City's form site agreement shall be deemed a basis to deem the application incomplete.
- l. Title Report and Property Owner's Authorization. For any small wireless facility proposed to be installed on any private property not owned or controlled by the City, the applicant must submit: (i) a title report issued within thirty (30) days from the date the applicant filed the application; and (ii) if the applicant is not the property owner, a written authorization signed by the property owner identified in

the title report that authorizes the applicant to submit and accept a small cell permit in connection with the subject property. For any small wireless facility proposed to be installed on a support structure in the public right-of-way, the applicant must submit a written authorization from the support structure owner(s).

- m. Acoustic Analysis. The applicant shall submit an acoustic analysis prepared and certified by an engineer for the proposed small wireless facility and all associated equipment including all environmental control units, sump pumps, temporary backup power generators, and permanent backup power generators demonstrating compliance with the City's noise regulations. The acoustic analysis must also include an analysis of the manufacturers' specifications for all noise-emitting equipment and a depiction of the proposed equipment relative to all adjacent property lines. In lieu of an acoustic analysis, the applicant may submit evidence from the equipment manufacturer that the ambient noise emitted from all the proposed equipment will not, both individually and cumulatively, exceed the applicable limits.
- 2. Additional Requirements. The City Council authorizes the approval authority to develop, publish, and from time to time, update or amend permit application requirements, forms, checklists, guidelines, informational handouts, and other related materials that the approval authority finds necessary, appropriate or useful for processing any application governed under this Small Wireless Facilities Policy. All such requirements and materials must be in written form and publicly stated to provide all interested parties with prior notice.

E. Small Cell Permit Application Submittal and Completeness Review.

- 1. Requirements for a Duly Filed Application. Any application for a small cell permit will not be considered duly filed unless submitted in accordance with the requirements in this Section 2.E.1.
  - a. Submittal Appointment. All applications must be submitted to the City at a pre-scheduled appointment with the approval authority. Applicants may generally submit one (1) application per appointment, or up to three (3) individual applications per appointment for batched applications. Applicants may schedule successive appointments for multiple applications whenever feasible given staffing limitations and obligations to provide appointments to various providers. The approval authority shall use reasonable efforts to provide the applicant with an appointment within five (5) working days after the approval authority receives a written request. Any application received without an appointment, whether delivered in-person, by mail, or through any other means, will not be considered duly filed.
  - b. Pre-Submittal Conferences. The City strongly encourages, but does not require, applicants to schedule and attend a pre-submittal conference with the approval authority for all proposed projects. This voluntary pre-submittal conference does not cause the FCC Shot Clock to begin and is intended to streamline the review



process through informal discussion that includes, without limitation, the appropriate project classification and review process; any underlying issues in connection with the proposed project, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other City departments responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The approval authority shall use reasonable efforts to provide the applicant with an appointment within five (5) working days after receiving a written request and the applicant shall submit any applicable fee or deposit established by City Council by resolution to reimburse the City for its reasonable costs to provide the services rendered in the pre-submittal conference.

2. [RESERVED]

3. Applications Deemed Withdrawn. To promote efficient review and timely decisions, and to mitigate unreasonable delays or barriers to entry caused by chronically incomplete applications, any application governed under this Small Wireless Facilities Policy will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the approval authority within sixty (60) calendar days after the approval authority deems the application incomplete in a written notice to the applicant. As used in this Section 2.E, a “substantive response” must include the materials identified as incomplete in the approval authority’s notice.
4. Batched Applications. Applicants may submit up to five (5) individual applications for a small cell permit in a batch; provided, however, that small wireless facilities in a batch must be proposed with substantially the same equipment in the same configuration on the same support structure type. Each application in a batch must meet all the requirements for a complete application, which includes without limitation the application fee for each application in the batch. If any application in a batch is incomplete, the entire batch shall be deemed incomplete. If any application is withdrawn or deemed withdrawn from a batch, the entire batch shall be deemed withdrawn. If any application in a batch fails to meet the required findings for approval, the entire batch shall be denied.
5. Additional Procedures. The City Council authorizes the approval authority to establish other reasonable rules and regulations for duly filed applications, which may include without limitation regular hours for appointments with applicants, as the approval authority deems necessary or appropriate to organize, document, and manage the application intake process. All such rules and regulations must be in written form and publicly stated to provide all interested parties with prior notice.

F. Approvals and Denials; Notices.

1. **Public Notice.** Prior to any approval, conditional approval, or denial, public notice shall be mailed to all properties and record owners of properties within five hundred (500) feet from the project site measured laterally in both directions. The notice must contain: (1) a general project description; (2) the applicant's identification and contact information as provided on the application submitted to the City; (3) contact information for the approval authority; (4) a statement that the approval authority will act on the application without a public hearing but will accept written public comments that evaluate the application for compliance with the standards in this Policy; and (5) a statement that the FCC requires the City to act on small cell permit applications, which includes any administrative appeals, in sixty (60) days for attachments to existing structures and ninety (90) days for new structures, unless the applicant voluntarily agrees to toll the time frame for review.
2. **Administrative Review.** Within the time afforded under the FCC Shot Clock, or other time frame agreed upon pursuant to a tolling agreement between the applicant and the City, the approval authority shall approve, conditionally approve, or deny a complete and duly filed small cell permit application without a public hearing.
3. **Required Findings.** The approval authority may approve or conditionally approve a complete and duly filed application for a small cell permit when the approval authority finds:
  - a. the proposed project meets the definition for a "small wireless facility" as defined by the FCC;
  - b. the proposed project would be in the most preferred location or the applicant has demonstrated that any more-preferred location(s) within five hundred (500) feet would be technically infeasible, as determined by staff based upon written information provided by the applicant;
  - c. the proposed project would not be located on a prohibited support structure identified in this Small Wireless Facilities Policy;
  - d. the proposed project would be on the most preferred support structure or the applicant has demonstrated that any more-preferred support structure(s) within five hundred (500) feet would be technically infeasible, as determined by staff based upon written information provided by the applicant;
  - e. the proposed project complies with all applicable design standards in this Small Wireless Facilities Policy;
  - f. the applicant has demonstrated that the proposed project will be in planned compliance with all applicable FCC regulations and guidelines for human exposure to RF emissions; and
  - g. all public notices required for the application have been given.

4. Conditional Approvals; Denials without Prejudice. Subject to any applicable federal or California state laws, nothing in this Small Wireless Facilities Policy is intended to limit the approval authority's ability to conditionally approve or deny without prejudice any small cell permit application as may be necessary or appropriate to ensure compliance with this Small Wireless Facilities Policy.
5. Decision Notices. Within five (5) calendar days after the approval authority acts on a small cell permit application or before the FCC Shot Clock expires (whichever occurs first), the approval authority shall notify the applicant by written notice of his or her determination on such application. If the approval authority denies the application (with or without prejudice), the written notice must contain the reasons for the decision.
6. Appeals. Any decision by the approval authority shall be final and not subject to any administrative appeals.

G. Standard Conditions of Approval.

1. General Conditions. In addition to all other conditions adopted by the approval authority for a small cell permit, all small cell permits issued under this Small Wireless Facilities Policy shall be automatically subject to the conditions in this Section 2.G.1.
  - a. Permit Term. This permit will automatically expire ten (10) years and one (1) day from its issuance, except when California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City to establish a shorter term for public safety or substantial land use reasons. Any other permits or approvals issued in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.
  - b. Permit Renewal. Within one (1) year before the expiration date of this permit, the permittee may submit an application for permit renewal. The permittee must demonstrate that the subject wireless facility complies with all the conditions of approval associated with this permit and all applicable provisions in the San Fernando Municipal Code and this Small Wireless Facilities Policy that exist at the time the decision to renew or not renew the permit is rendered. The approval authority may modify or amend the conditions on a case-by-case basis as may be necessary or appropriate to ensure compliance with this Small Wireless Facilities Policy. Upon renewal, this permit will automatically expire ten (10) years and one (1) day from its issuance, except when California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City to establish a shorter term for public safety or substantial land use reasons.

- c. **Post-Installation Certification.** Within sixty (60) calendar days after the permittee commences full, unattended operations of a small wireless facility approved or deemed-approved, the permittee shall provide the approval authority with documentation reasonably acceptable to the approval authority that the small wireless facility has been installed and/or constructed in strict compliance with the approved construction drawings and photo simulations. Such documentation shall include, without limitation, as-built drawings, GIS data and site photographs.
- d. **Build-Out Period.** This small cell permit will automatically expire six (6) months from the approval date (the “build-out period”) unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved small wireless facility, which includes without limitation any permits or approvals required by the any federal, state, or local public agencies with jurisdiction over the subject property, the small wireless facility or its use. If this build-out period expires, the City will not extend the build-out period but the permittee may resubmit a complete application, including all application fees, for the same or substantially similar project.
- e. **Site Maintenance.** The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences, and landscape features, in a neat, clean, and safe condition in accordance with the approved construction drawings and all conditions in this small cell permit. The permittee shall keep the site area free from all litter and debris at all times. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within forty-eight (48) hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.
- f. **Compliance with Laws.** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law (“laws”) applicable to the permittee, the subject property, the small wireless facility or any use or activities in connection with the use authorized in this small cell permit, which includes without limitation any laws applicable to human exposure to RF emissions. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee’s obligations to maintain compliance with all laws. No failure or omission by the City to timely notice, prompt, or enforce compliance with any applicable provision in the San Fernando Municipal Code, this Small Wireless Facilities Policy, any permit, any permit condition, or any applicable law or regulation, shall be deemed to relieve, waive, or lessen the permittee’s obligation to comply in all respects with all applicable provisions in the San Fernando Municipal Code, this Small Wireless Facilities Policy, any permit, any permit condition, or any applicable law or regulation.
- g. **Adverse Impacts on Other Properties.** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue, or unnecessary adverse impacts on nearby properties that may arise from the permittee’s or its authorized

personnel's construction, installation, operation, modification, maintenance, repair, removal, and/or other activities on or about the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal, or other work that involves heavy equipment or machines except during normal construction work hours authorized by the San Fernando Municipal Code. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare a state of emergency within the City. The approval authority may issue a stop work order for any activities that violates this condition in whole or in part.

- h. Inspections; Emergencies. The permittee expressly acknowledges and agrees that the City's officers, officials, staff, agents, contractors, or other designees may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the permittee. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors, or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable, or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff, or other designees while any such inspection or emergency access occurs.
- i. Permittee's Contact Information. Within ten (10) days from the final approval, the permittee shall furnish the City with accurate and up-to-date contact information for a person responsible for the small wireless facility, which includes without limitation such person's full name, title, direct telephone number, facsimile number, mailing address, and email address. The permittee shall keep such contact information up-to-date at all times and promptly provide the City with updated contact information if either the responsible person or such person's contact information changes.
- j. Indemnification. The permittee and, if applicable, the property owner upon which the small wireless facility is installed shall defend, indemnify and hold harmless the City, City Council and the City's boards, commissions, agents, officers, officials, employees, and volunteers (collectively, the "indemnitees") from any and all (i) damages, liabilities, injuries, losses, costs, and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("claims") brought against the indemnitees to challenge, attack, seek to modify, set aside, void, or annul the City's approval of this small cell permit, and (ii) other claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees' or customers' acts or omissions in connection with this small cell permit or the small wireless facility. In the event the City becomes aware of any claims, the City will use best efforts to promptly notify the permittee and the private property owner (if applicable) and shall reasonably cooperate in the defense. The permittee expressly

acknowledges and agrees that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the property owner and/or permittee (as applicable) shall promptly reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee expressly acknowledges and agrees that the permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this small cell permit, and that such indemnification obligations will survive the expiration, revocation, or other termination of this small cell permit.

- k. **Performance Bond.** Before the Public Works Department or Building and Safety Division, as applicable, issues any permits required to commence construction in connection with this permit, the permittee shall post a performance bond from a surety and in a form acceptable to the Public Works Director in an amount reasonably necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings, and foundations, whether above ground or below ground, constructed or installed in connection with the wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable laws. In establishing or adjusting the bond amount required under this condition, and in accordance with California Government Code § 65964(a), the Public Works Director or designee shall take into consideration any information provided by the permittee regarding the cost to remove the small wireless facility to a standard compliant with applicable laws. The performance bond shall expressly survive the expiration, revocation or other termination of this permit to the extent required to completely remove the equipment and improvements, restore the affected areas, and perform all other obligations in accordance with this condition.
- l. **Record Retention.** Throughout the permit term, the permittee must maintain a complete and accurate copy of the written administrative record, which includes without limitation the small cell permit application, small cell permit, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval, any ministerial permits or approvals issued in connection with this approval, and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the small cell permit (collectively, "records"). If the permittee does not maintain such records as required in this condition, any ambiguities or uncertainties that would be resolved by inspecting the missing records will be construed against the permittee. The permittee shall protect all records from damage from fires, floods, and other hazards that may cause deterioration. The permittee may keep records in an electronic format; provided, however, that hard copies or electronic records kept in the City's regular files will control over any conflicts between such City-

controlled copies or records and the permittee's electronic copies, and complete originals will control over all other copies in any form. The requirements in this condition shall not be construed to create any obligation to create or prepare any records not otherwise required to be created or prepared by other applicable laws. Compliance with the requirements in this condition shall not excuse the permittee from any other similar record-retention obligations under applicable law.

- m. **Abandoned Wireless Facilities.** The small wireless facility authorized under this small cell permit shall be deemed abandoned if not operated for any continuous six (6) month period. Within ninety (90) days after a small wireless facility is abandoned or deemed abandoned, the permittee and/or property owner shall completely remove the small wireless facility and all related improvements and shall restore all affected areas to a condition compliant with all applicable laws, which includes without limitation the San Fernando Municipal Code. In the event that neither the permittee nor the property owner complies with the removal and restoration obligations under this condition within said 90-day period, the City shall have the right (but not the obligation) to perform such removal and restoration with or without notice, and the permittee and property owner shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities.
  - n. **Landscaping.** The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance, or other work performed by the permittee or at the approval authority's direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select, plant, and maintain replacement landscaping in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree. The permittee shall, at all times, be responsible to maintain any replacement landscape features.
  - o. **Cost Reimbursement.** The permittee acknowledges and agrees that (i) the permittee's request for authorization to construct, install, and/or operate the wireless facility will cause the City to incur costs and expenses; (ii) the permittee shall be responsible to reimburse the City for all costs incurred in connection with the permit, which includes without limitation costs related to application review, permit issuance, site inspection, and any other costs reasonably related to or caused by the request for authorization to construct, install and/or operate the wireless facility; (iii) any application fees required for the application may not cover all such reimbursable costs and that the permittee shall have the obligation to reimburse City for all such costs within ten (10) days after a written demand for reimbursement and reasonable documentation to support such costs; and (iv) the City shall have the right to withhold any permits or other approvals in connection with the wireless facility until and unless any outstanding costs have been reimbursed to the City by the permittee.
2. **Conditions for Small Wireless Facilities in the Public Rights-of-Way.** In addition to all conditions in Section 2.G.1, all small cell permits for small wireless facilities in

the public rights-of-way issued under this Small Wireless Facilities Policy shall be automatically subject to the conditions in this Section 2.G.2.

- a. Future Undergrounding Programs. If other public utilities or communications providers in the public rights-of-way underground their facilities in the segment of the public rights-of-way where the permittee's small wireless facility is located, the permittee must underground its equipment except the antennas, any electric meter, and any other equipment that must be placed above ground to function. Accessory equipment such as radios and computers that require an environmentally controlled underground vault to function shall not be exempt from this condition. Small wireless facilities installed on wood utility poles that will be removed pursuant to the undergrounding program may be reinstalled on a streetlight that complies with the City's standards and specifications. Such undergrounding shall occur at the permittee's sole cost and expense except as may be reimbursed through tariffs approved by the California Public Utilities Commission for undergrounding costs.
- b. Electric Meter Upgrades. If the commercial electric utility provider adopts or changes its rules making the need for a separate electric meter and enclosure unnecessary, the permittee on its own initiative and at its sole cost and expense shall remove the separate electric meter and enclosure. Prior to removing the electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.
- c. Rearrangement and Relocation. The permittee acknowledges that the City, in its sole discretion and at any time, may: (i) change any street grade, width, or location; (ii) add, remove or otherwise change any improvements in, on, under, or along any street owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles, and utility systems for gas, water, electric, or telecommunications; and/or (iii) perform any other work deemed necessary, useful or desirable by the City (collectively, "City work"). The City reserves the rights to do any and all City work without any admission on its part that the City would not have such rights without the express reservation in this small cell permit. If the Public Works Director determines that any City work will require the permittee's small wireless facility located in the public rights-of-way to be rearranged and/or relocated, the permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the permittee fails or refuses to either permanently or temporarily rearrange and/or relocate the permittee's small wireless facility within a reasonable time after the Public Works Director's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at the permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate the permittee's small wireless facility without prior notice to permittee when the Public Works Director determines that the City work is immediately necessary to protect public



health or safety. The permittee shall reimburse the City for all costs and expenses in connection with such work within ten (10) days after a written demand for reimbursement and reasonable documentation to support such costs.

#### H. Permit Revocation.

1. Any permit granted under this Small Wireless Facilities Policy may be revoked in accordance with the provisions and procedures in this condition. The approval authority may initiate revocation proceedings when the approval authority has information that the facility may not be in compliance with all applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s).
2. Before the approval authority may conduct a public hearing to revoke any permit granted under this Small Wireless Facilities Policy, the approval authority must issue a written notice to the permittee that specifies (i) the facility; (ii) the violation(s) to be corrected; (iii) the time frame in which the permittee must correct such violation(s); and (iv) that, in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s).
3. A permit granted under this Small Wireless Facilities Policy may be revoked only by the Planning and Preservation Commission after a duly notice public hearing. The Planning Commission may revoke a permit when it finds substantial evidence in the written record to show that the facility is not in compliance with any applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Any decision by the Planning and Preservation Commission to revoke or not revoke a permit may be appealed to the City Council in the same manner heard by the Planning and Preservation Commission. Any decision by the City Council to revoke or not revoke a permit shall be final and not subject to any further appeals.
4. Within five (5) business days after the Planning and Preservation Commission or City Council adopts a resolution to revoke a permit, the approval authority shall provide the permittee with a written notice that specifies the revocation and the reasons for such revocation.



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**NOTICE OF A  
PUBLIC HEARING**  
THE CITY OF SAN FERNANDO CITY COUNCIL

**NOTICE IS HEREBY GIVEN** that a public hearing on this matter will be conducted by the City of San Fernando City Council on:

**DATE OF HEARING:** April 15, 2019

**TIME OF HEARING:** 6:00 PM

**PLACE OF HEARING:** City Hall Council Chambers, 117 Macneil Street, San Fernando, CA 91340

**PROJECT LOCATION:** Citywide


**FOR THE FOLLOWING PURPOSE:**

Consideration of a Code Amendment/Urgency Ordinance amending Chapter 106 of the San Fernando Municipal Code to establish updated regulations and procedures related to wireless communications facilities, and approval of related policy guidelines.

This Code Amendment/Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

**Interested members of the public are encouraged to attend the City Council hearing on this matter to provide public comment and/or to raise any objections to matters being considered for approval. Public comment (including objections) may be given orally on the date of the hearing or may be submitted in writing delivered to the City of San Fernando by or before the close of the public comment portion of the public hearing. Persons who may wish to challenge the action taken on this matter in court may be limited to raising only those issues you or someone else raised either orally at the public hearing or in written correspondence submitted by or before the close of the public hearing.**

For further information regarding this proposal, please contact Timothy Hou, Director of Community Development, at (818) 898-7316, by email at [thou@sfcity.org](mailto:thou@sfcity.org) or by written correspondence to: City of San Fernando, Community Development Department, 117 Macneil Street, San Fernando, CA 91340-2993.

  
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**TIMOTHY T. HOU, AICP**  
Director of Community Development



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

**Date:** April 15, 2019

**Subject:** Consideration to Adopt Project List to Receive Senate Bill 1: Road Maintenance and Rehabilitation Funds

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept \$407,203 in Senate Bill 1 (SB 1) funds and approve project list for the SB 1 Local Streets and Roads Program (Attachment "A"); and
- b. Adopt Resolution No. 7911 (Attachment "B") adopting the list of projects for Fiscal Year 2019-2020 funded by SB 1: The Road Repair and Accountability Act of 2017.

### BACKGROUND:

1. In April 2017, the State Legislature passed the Road Repair and Accountability Act of 2017 (SB 1), which was subsequently signed into law by Governor Brown.
2. The purpose of SB 1 is to provide additional funding to State and local agencies to help address deferred road maintenance. SB 1 raises revenue through increases in fuel taxes, vehicle registration fees, and fees on zero emission vehicles, as follows:
  - a. A \$0.12 per gallon increase to the gasoline excise tax that went into effect November 1, 2017.
  - b. A \$0.20 per gallon increase to the diesel fuel excise tax that went into effect November 1, 2017.
  - c. A vehicle registration tax, called the "transportation improvement fee," that went into effect January 1, 2018, and is based on the market value of the vehicle.

**Consideration to Adopt Project List to Receive Senate Bill 1: Road Maintenance and Rehabilitation Funds**Page 2 of 4

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- d. A new \$100 vehicle registration tax on zero emission vehicles model year 2020 and later, effective July 1, 2020.
  - e. Annual rate increases beginning July 1, 2020, and every July 1<sup>st</sup> thereafter, for the change in the California Consumer Price Index.
3. SB 1 will more than double local streets and road funds allocated through the Highway Users Tax Account due to the allocation of additional funds from the new taxes through a new Road Maintenance and Rehabilitation Account (RMRA).
4. SB 1 directs the State Controller to allocate, on a monthly basis, 50 percent of the revenues in the RMRA to cities and counties (the other 50 percent goes to State agencies).
5. Pursuant to Streets and Highways Code Section 2030, RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:
- a. Road maintenance and rehabilitation;
  - b. Safety projects;
  - c. Railroad grade separations;
  - d. Traffic control devices;
  - e. Complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project; and
  - f. Matching funds to obtain state or federal funds for eligible projects.
6. SB 1 also contains a local agency maintenance of effort (MOE) requirement that applies to fund allocations through RMRA to ensure that the new roads funds do not supplant existing levels of city and county general revenue spending on streets and roads. A city or county must maintain general fund spending for street, road, and highway purposes at no less than the average of Fiscal Years 2009-2010, 2010-2011, and 2011-2012. If a city or county fails to comply in a particular year, they may make it up with additional spending in the following year.

**Consideration to Adopt Project List to Receive Senate Bill 1: Road Maintenance and Rehabilitation Funds**Page 3 of 4

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**ANALYSIS:**

The City is projected to receive more than \$500,000 annually in RMRA funds at full implementation. The estimated revenues the City will receive from RMRA funding for Fiscal Year (FY) 2019-2020 is \$407,203.

For the purpose of keeping local residents aware and updated on projects being proposed for funding by SB 1 in their area, the State developed a number of accountability and transparency provisions. Public agencies are required to follow the provisions in order to be eligible to receive funding through the program.

Provision 1.

Annually, cities and counties must adopt, via resolution, a list of projects they intend to fund through SB 1 in order to be eligible for funding in the upcoming fiscal year. SB 1 funded project lists must be adopted by resolution. Adopting a project list through the budget process is not sufficient to meet this requirement.

Provision 2.

Cities must upload their adopted project lists to the California Transportation Commission (CTC) via the new SB 1 Programs Project Intake Tool (CalSMART System). Along with adopted project list, specific information such as project description, location, proposed schedule for completion, and estimated useful life for each project must be uploaded to Database. May 1 is the deadline to submit project lists and relevant information for the upcoming fiscal year that begins on July 1. Uploading required documents and project information must be completed in order to be eligible for RMRA funding.

Recommended Project.

After analyzing potential street projects that are eligible for RMRA funds, staff recommends using funds towards the FY 2019-2020 Annual Residential Street Resurfacing project (Attachment "C").

The streets to be paved as part of the Residential Street Resurfacing project add up to a total of one-half of a mile and are as follows:

- Arroyo Avenue between Fifth Street and Glenoaks Boulevard
- Phillippi Street between Orange Grove Avenue and West City Limits

This project is expected to be completed in spring 2020.

**Consideration to Adopt Project List to Receive Senate Bill 1: Road Maintenance and Rehabilitation Funds**Page 4 of 4

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**BUDGET IMPACT:**

Estimated SB 1 revenues/expenditures of \$407,203 will be included in the Fiscal Year 2019-2020 Budget (Fund 025: Road Repair and Maintenance Fund).

**CONCLUSION:**

Staff recommends that the City Council accept the estimated \$407,203 in Senate Bill 1 (SB 1) funds, approve project list for the SB 1 Local Streets and Roads Program and adopt Resolution No. 7911 adopting the list of projects for FY 2019-2020 funded by SB 1: The Road Repair and Accountability Act of 2017.

**ATTACHMENTS:**

- A. Project List for Road Maintenance and Rehabilitation funds
- B. Resolution No. 7911
- C. Capital Improvement Program – Residential Street Resurfacing



**ATTACHMENT “A”**

**SENATE BILL 1 FUNDED PROJECT LIST**  
**FISCAL YEAR 2019-2020**

- Arroyo Avenue between Fifth Street and Glenoaks Boulevard
- Phillippi Street between Orange Grove Avenue and West City Limits

**ATTACHMENT “B”****RESOLUTION NO. 7911****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, ADOPTING A LIST OF  
PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SB 1:  
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive and estimated \$407,203 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

**WHEREAS**, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate two (2) streets throughout the City this year and hundreds of similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an “at-risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** The following list of proposed projects will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues:

- Arroyo Avenue between Fifth Street and Glenoaks Boulevard
- Phillippi Street between Orange Grove Avenue and West City Limits

These two (2) streets have been combined to encompass the City's Annual Street Resurfacing Project. The project consists of repairs to: sidewalks, curb and gutter, driveway approaches, plus upgrades of access ramps and street resurfacing.

In addition to the street improvements, water and sewer upgrades/repairs will be conducted on the aforementioned streets. The anticipated year for construction is 2020 and the estimated useful life is 20 years.

**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA                    )**  
**COUNTY OF LOS ANGELES            ) ss**  
**CITY OF SAN FERNANDO             )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 15<sup>th</sup> day of April, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk



## ATTACHMENT "C"

## CAPITAL IMPROVEMENT PROGRAM

**Title:** Residential Street Resurfacing

**Category:** Street and Sidewalk Improvements

**Project:** 0560

SOURCES		
Fund	Account Number	Allocation
SB1	025-3623-0000	\$ 407,203
Measure R	012-3210-0000	\$ 220,000
Water Fund	070-385	\$ 200,000
Sewer Fund	072-365	\$ 200,000
<b>Total Sources:</b>		<b>\$1,027,203</b>

USES		
Activity	Account Number	Cost
Construction (Street Repairs Only)	025/012-311-0560-4600	\$ 821,762
Contingency (20%)	025/012-311-0560-4600	\$ 205,441
<b>Expenditures-to-Date (if applicable)</b>		
Planning/Design		\$ 0
<b>Total Uses</b>		<b>\$ 1,027,203</b>

ACTIVITY	START	DURATION	MONTH											
			J	A	S	O	N	D	J	F	M	A	M	J
Project Duration		90 Days												
Advertisement	Oct													
City Council Award of Contract	Dec													
Work Period	Jan	90 Days												

**Project Description:**

The project will consist of: street repaving; repairs to sidewalks; drive approaches and curb and gutter; installation of access ramps; striping and pavement markings; water/sewer upgrades and repairs. The streets that make up the project include:

- Arroyo Avenue between Fifth Street and Glenoaks Boulevard
- Phillippi Street between Orange Grove Avenue and West City Limits



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

**Date:** April 15, 2019

**Subject:** Contract Status Update: Solid Waste Franchise Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file this agenda report; and
- b. Receive and file Republic Services' presentation.

### BACKGROUND:

1. On April 13, 2013, the City Council awarded Contract No. 1705 to R3 Consulting, Inc., (R3 Consulting) to administer and process applications for a refuse and recycling franchise.
2. Four proposals to provide refuse and recycling services were received by R3 Consulting and interviews were conducted with the top two companies, Consolidated Disposal Service, LLC, dba Republic Services (Republic) and Crown Disposal Company (Crown).
3. On November 18, 2013, the City Council accepted the Republic proposal and direction was given to the Interim City Manager to prepare a Franchise Agreement to provide residential, commercial, organic waste collection services for Citywide refuse and recycling services.
4. On December 2, 2013, the City Council approved a 10-year franchise agreement (Attachment "A" – Contract No. 1731) with Republic to provide solid waste collection services in the City of San Fernando. Services went into effect on February 15, 2014.
5. On June 15, 2015, the City Council approved a "First Amendment" (Attachment "B" – Contract No. 1731(a)) to the Solid Waste Franchise Agreement.
6. On May 1, 2016, the City Council Adopted an ordinance authorizing the City to collect delinquent residential solid waste collection services fees on the Annual Tax Roll.

## Contract Status Update: Solid Waste Franchise Services

Page 2 of 3

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### **ANALYSIS:**

Republic just completed the fifth year of a 10-year contract to provide refuse and recycling services to the City. During this time period, City staff has worked closely with Republic to identify and respond to refuse related issues. The City holds monthly meetings with Republic to keep them abreast on any performance related issues that have been relayed to City staff by residents and business owners.

#### Monitoring of Complaints.

During calendar year 2017, City staff began logging complaints received, by phone and email, from residents and business owners. The logging of complaints was triggered by an influx of complaints received by staff during early Fall 2017. The logging of complaints allowed staff to track and analyze the validity of the complaint and the amount of time it took for Republic to resolve the issue; some of the complaints led to Republic having to pay the City “liquidated damages.” The number of complaints received by the City began trending downward during the first few months of 2018. The City has not logged any complaints thus far during calendar year 2019.

#### Required Reporting by Republic.

Republic is up-to-date on the submission of all financial reports and performance reports depicting data related to the collection, processing and disposing of solid waste and recycling percentages. The timely submission of the annual financial report to the City by Republic is a prerequisite for the City to approve Republic’s annual Consumer Price Index (CPI) based fee increase.

#### Current and Upcoming Challenges.

The current and upcoming challenges faced by Republic is preparing the City to meet the mandatory State recycling requirements and educating the public on its role and responsibilities in meeting the mandatory requirements.

#### AB 1826.

Last fall, Governor Jerry Brown signed Assembly Bill 1826 (AB 1826) into law. This law expands California’s commercial recycling law (AB 341), which took effect in 2012. AB 1826 targets a specific component of commercial waste—organics, such as food scraps, food-soiled paper, green waste, and landscape and pruning waste. Organics constitute about one-third of the waste disposed in California landfills each year. As of January 2019, AB 1826 requires all businesses that generate four or more cubic yards of any type of solid waste per week to recycle organics.

To help businesses comply with the law, it is Republic’s responsibility to educate them on the options they have available such as:



## Contract Status Update: Solid Waste Franchise Services

Page 3 of 3

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- Recycling organic waste on-site,
- Self-hauling organics to a recycling facility,
- Contracting for separated collection and recycling, or
- Subscribing to a mixed waste processing service that captures and recycles organic waste.

### AB 341.

In January 2012, Assembly Bill 341 (AB 341) was signed into law in California to help reduce greenhouse gas emissions. AB 341, also called the "Mandatory Commercial Recycling Regulation," requires businesses that generate more than four cubic yards of commercial solid waste per week and multi-family residential dwellings of five units or more to implement recycling programs, on or after July 1, 2012. AB 341 set a statewide goal for 75 percent disposal reduction by the year 2020. Republic has the responsibility of making sure all who fall under this criterion are signed up for recycling services.

### AB 939.

Under AB 939, also known as the Integrated Waste Management Act of 1989, municipalities are required to divert 50 percent of their waste stream from the landfill. As the City's franchise hauler, Republic is responsible for providing comprehensive recycling programs designed to help the City comply with this new regulation.

### **BUDGET IMPACT:**

There is no budget impact to receiving and filing a presentation on the Solid Waste Franchise Services.

### **CONCLUSION:**

It is recommended that the City Council receive and file both this agenda report and Republic Services' presentation.

### **ATTACHMENTS:**

- A. Contract No. 1731
- B. Contract No. 1731(a)

 ATTACHMENT "A"

**Collection Service Agreement**

**December 9, 2013**

**CONTRACT NO. 1731**

*Approved at a Special Meeting of the  
San Fernando City Council on December 6, 2013*

## **COLLECTION SERVICE AGREEMENT**

**Executed Between the City of San Fernando  
and  
Consolidated Disposal Service, LLC.**

**Approved  
This 9th day of December 2013**

## **Collection Service Agreement**

**December 9, 2013**

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**Collection Service Agreement****December 9 , 2013****TABLE OF CONTENTS****Collection Service Agreement**

<b>COLLECTION SERVICE AGREEMENT</b> .....	1
ARTICLE 1. DEFINITIONS.....	8
ARTICLE 2. TERM OF AGREEMENT.....	15
ARTICLE 3. SERVICES PROVIDED BY THE CONTRACTOR .....	15
ARTICLE 4. DIVERSION REQUIREMENTS.....	22
ARTICLE 5. SERVICE UNITS .....	25
ARTICLE 6. SFD COLLECTION SERVICES .....	25
ARTICLE 7. MFD COLLECTION SERVICES .....	32
ARTICLE 8. COMMERCIAL COLLECTION SERVICES .....	33
ARTICLE 9. CITY COLLECTION SERVICES .....	39
ARTICLE 10. CHARGES AND RATES .....	40
ARTICLE 11. COLLECTION ROUTES.....	43
ARTICLE 12. COLLECTION VEHICLES.....	44
ARTICLE 13. CUSTOMER SERVICE .....	45
ARTICLE 14. PUBLIC OUTREACH SERVICES .....	47
ARTICLE 15. EMERGENCY SERVICE PROVISIONS .....	50
ARTICLE 16. RECORD KEEPING & REPORTING REQUIREMENTS .....	50
ARTICLE 17. NONDISCRIMINATION .....	53
ARTICLE 18. SERVICE INQUIRIES AND COMPLAINTS .....	53
ARTICLE 19. QUALITY OF PERFORMANCE OF CONTRACTOR.....	54
ARTICLE 20. BILLING AUDIT AND PERFORMANCE REVIEWS .....	58
ARTICLE 21. PERFORMANCE BOND .....	59
ARTICLE 22. INSURANCE .....	59
ARTICLE 23. INDEMNIFICATION.....	62
ARTICLE 24. DEFAULT OF AGREEMENT .....	64
ARTICLE 25. MODIFICATIONS TO THE AGREEMENT .....	67
ARTICLE 26. LEGAL REPRESENTATION .....	69

**Collection Service Agreement****December 9 , 2013**

ARTICLE 27. FINANCIAL INTEREST .....	69
ARTICLE 28. CONTRACTOR'S PERSONNEL .....	69
ARTICLE 29. EXEMPT WASTE .....	70
ARTICLE 30. INDEPENDENT CONTRACTOR .....	70
ARTICLE 31. LAWS TO GOVERN .....	70
ARTICLE 32. CONSENT TO JURISDICTION .....	70
ARTICLE 33. ASSIGNMENT .....	70
ARTICLE 34. COMPLIANCE WITH LAWS .....	71
ARTICLE 35. PERMITS AND LICENSES .....	72
ARTICLE 36. OWNERSHIP OF WRITTEN MATERIALS .....	72
ARTICLE 37. WAIVER .....	72
ARTICLE 38. PROHIBITION AGAINST GIFTS .....	72
ARTICLE 39. POINT OF CONTACT .....	72
ARTICLE 40. CONFLICT OF INTEREST .....	72
ARTICLE 41. NOTICES .....	73
ARTICLE 42. TRANSITION TO NEXT CONTRACTOR .....	73
ARTICLE 43. CONTRACTOR'S RECORDS .....	74
ARTICLE 44. ENTIRE AGREEMENT .....	74
ARTICLE 45. SEVERABILITY .....	74
ARTICLE 46. RIGHT TO REQUIRE PERFORMANCE .....	74
ARTICLE 47. ALL PRIOR AGREEMENTS SUPERSEDED .....	75
ARTICLE 48. HEADINGS .....	75
ARTICLE 49. EXHIBITS .....	75
ARTICLE 50. REPRESENTATIONS AND WARRANTIES .....	75
ARTICLE 51. EFFECTIVE DATE .....	77
 EXHIBIT 1     Maximum Service Rates	
EXHIBIT 2     City Facilities	
EXHIBIT 3     Approved Facilities	
EXHIBIT 4     City-Sponsored Events	
EXHIBIT 5     Transition Plan	

**Collection Service Agreement****December 9 , 2013**

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- EXHIBIT 6     Public Education Plan
- EXHIBIT 7     Diversion Plan
- EXHIBIT 8     Customer Service Plan
- EXHIBIT 9     Collection Service Operations Plan
- EXHIBIT 10    Disposal Plan
- EXHIBIT 11    Vehicle Specifications
- EXHIBIT 12    Container Specifications
- EXHIBIT 13    Approved Subcontractors

**Collection Service Agreement**

**December 9 , 2013**

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**Collection Service Agreement****December 9 , 2013****CITY OF SAN FERNANDO**

This Agreement is made and entered into this 9th day of December 2013, by and between the City of San Fernando, State of California, hereinafter referred to as "CITY" and Consolidated Disposal Service, LLC, a State of Delaware corporation, hereinafter referred to as "CONTRACTOR".

**RECITALS**

**WHEREAS;** the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Refuse collection within their jurisdiction; and,

**WHEREAS;** the State of California has found and declared that the amount of Refuse generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and to maximize the use of feasible refuse reduction, re-use, recycling, and composting options in order to reduce the amount of Refuse that must be disposed of in disposal sites; and,

**WHEREAS;** pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the collection of refuse, recyclable materials, and organic waste materials, except for collection of materials excluded in the CITY'S Municipal Code, and other services related to meeting the Act's 50 percent diversion goal and other requirements of the Act; and,

**WHEREAS;** the CITY further declares its intent to regulate and set the maximum rates CONTRACTOR will charge customers for the collection, transportation, processing, recycling, composting, and/or disposal of refuse, recyclable materials, and organic waste materials; and,

**WHEREAS;** the City Council has determined through a competitive procurement process for collection services that CONTRACTOR, by demonstrated experience, reputation and capacity, is qualified to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY, the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and City Council desires that CONTRACTOR be engaged to perform such services on the basis set forth in this Agreement; and,

**WHEREAS;** the CONTRACTOR, through its proposal to the CITY, has proposed and represented that it has the ability and capacity to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY; the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and the processing of materials; and,

**WHEREAS,** this Agreement has been developed by and is satisfactory to the CITY and the CONTRACTOR,



**Collection Service Agreement****December 9 , 2013**

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the CITY and CONTRACTOR hereby agree as hereinafter set forth:

## ARTICLE 1. Definitions

For the purpose of this Collection Service Agreement, hereinafter referred to as "Agreement", the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the CITY Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 AB 939. The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et al.), as amended from time to time.

1.02 AB 341. The California legislation (Stats. 2006, Ch. 476), as it may be amended from time to time, that, among other things, added Chapter 12.8 of Part 3 of Division 30 of the Public Resources Code (commencing with section 42649) imposing mandatory commercial recycling requirements and requirements that each jurisdiction implement an outreach and education program and monitor compliance with the mandatory commercial recycling requirements.

1.03 Agreement. The written document and all amendments thereto, between the CITY and the CONTRACTOR, governing the provision of Collection Services as provided herein.

1.04 Agreement Year. Each twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>, except the first Agreement Year begins on February 15, 2014 and ends on June 30, 2015, and the last Agreement Year will end on February 14, 2024 unless otherwise extended by the CITY according to Article 2 of this Agreement.

1.05 Approved Sharps Container. A receptacle that is approved by CITY for the Collection of Sharps.

1.06 Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the CITY.

1.07 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, Sharps, contaminated clothing and surgical gloves.

1.08 Brown Goods. Electronic equipment such as stereos, televisions, VCR's, Personal Data Assistants (PDAs), telephones, and other similar items not containing cathode ray tubes (CRTs).

1.09 Business Service Unit. All retail, professional, office, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public.

1.10 Cart. A heavy plastic receptacle with wheels and a rated capacity not exceeding ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels, that is approved for such purpose by the CITY.

1.11 CITY. The City of San Fernando, California.

**Collection Service Agreement****December 9 , 2013**

1.12 City Collection Service. City Refuse Collection Service, City Recycling Collection Service, City Green Waste Collection Service, City Food Waste Collection Service, City Used Oil Collection Service, and City Debris Box Collection Service.

1.13 City Debris Box Collection Service. The Collection in Debris Boxes of City Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris generated by City Services Units, Collected and delivered by the CONTRACTOR to an appropriate processing facility or Disposal Facility.

1.14 City Refuse Collection Service. The Collection of Refuse generated from City Service Units that is Collected and delivered to the Disposal Facility by the CONTRACTOR.

1.15 City Food Waste Collection Service. The Collection of Food Waste by the CONTRACTOR from City Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.

1.16 City Green Waste Collection Service. The Collection of Green Waste, generated from City Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.17 City Recycling Collection Service. The Collection of Recyclable Materials, generated from City Service Units, that is Collected and delivered to the Materials Recovery Facility by the CONTRACTOR.

1.18 City Representative. The City Manager, or his/her designee, authorized to administer and monitor the provisions of this Agreement.

1.19 City Service Unit. Those CITY properties or locations as set forth in **Exhibit 2**, "City Facilities", which is attached to and included in this Agreement.

1.20 City Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from the City's corporation yard and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.

1.21 Collection. The process whereby Refuse, Recyclable Materials, Green Waste, Food Waste, Organic Waste, Construction and Demolition Debris, Large Items, Used Oil, and Universal Waste are removed and transported to the Disposal Facility, Organic Waste Processing Facility, or Materials Recovery Facility, as appropriate.

1.22 Collection Services. Single-Family Collection Service (SFD), Multi-family Collection Service (MFD), City Collection Service, and Commercial Collection Service.

1.23 Commercial Collection Service. Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, Commercial Green Waste Collection Service, Commercial Universal Waste Collection Service, and Commercial Debris Box Collection Service.

1.24 Commercial Debris Box Collection Service. The Collection of Commercial Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris in Debris Boxes by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of collected Commercial Debris Boxes to an appropriate processing facility or Disposal Facility.

1.25 Commercial Food Waste Collection Service. The Collection of Commercial Food Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of that Commercial Food Waste to an Organic Waste processing facility.

**Collection Service Agreement****December 9 , 2013**

1.26 Commercial Green Waste Collection Service. The Collection of Green Waste, generated from Commercial Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.27 Commercial Recycling Collection Service. The Collection of Recyclable Materials by the CONTRACTOR from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.28 Commercial Refuse Collection Service. The Collection of Refuse by the CONTRACTOR, from Commercial Service Units in the Service Area, and the delivery of that Refuse to the Disposal Facility.

1.29 Commercial Service Unit. Business Service Units and Mixed Use Dwellings that utilize a Refuse Cart or Bin for the accumulation and set-out of Refuse.

1.30 Commercial Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

1.31 Compactor. Any Debris Box Container or Bin, which has a compaction mechanism, whether stationary or mobile.

1.32 Composting. The controlled biological decomposition of Organic Waste into a specific mixture of decayed organic matter used for fertilizing or soil conditioning.

1.33 Construction and Demolition Debris. Commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastics, roofing material, cardboard, carpeting, cinder blocks, concrete, copper, electrical wire, fiberglass, formica, granite, iron, lead, linoleum, marble, plaster plant debris, pressboard, porcelain, steel, stucco, tile, vinyl, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. Construction and Demolition Debris does not include Exempt Waste.

1.34 CONTRACTOR. Consolidated Disposal Service, LLC.

1.35 County. Los Angeles County, California.

1.36 Consumer Price Index (CPI). The index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUURA421SA0, Not Seasonally Adjusted, All Items, All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County, California.

1.37 Customer. Means a Service Recipient that receives Collection Services under the terms of this Collection Service Agreement.

1.38 Debris Box Collection Service. Collection utilizing 10 - 40 cubic yard containers, on a temporary or permanent basis, and provided to Service Units for the Collection of Refuse, Recyclable Materials, Organic Waste, and Construction and Demolition Debris Materials, and the delivery of that material to an appropriate facility.

1.39 Debris Box Container. A metal container that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

**Collection Service Agreement****December 9 , 2013**

1.40 Disposal Facility. The Sunshine Canyon Landfill located in Sylmar, California for the disposal, or processing as appropriate, of Refuse and other materials as appropriate.

1.41 Dwelling Unit. Any individual living unit in a single family dwelling (SFD) or multi-family dwelling (MFD) structure or building intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

1.42 E-Waste. Discarded electronics equipment such as cell phones, PDAs, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs), LCD or plasma screens and monitors.

1.43 Exempt Waste. Biohazardous or Biomedical Waste (except Sharps), Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, and those wastes under the control of the Nuclear Regulatory Commission.

1.44 Food Waste. Food scraps and trimmings from food preparation, including but not limited to: meat, fish and dairy waste, fruit and vegetable waste, grain waste, and acceptable food packaging such items as pizza boxes, paper towels, waxed cardboard and food contaminated paper products.

1.45 Green Waste. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Cart or Bin utilized by the Service Recipient. Green Waste includes plant debris, such as Palm, Yucca and Cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, Holiday Trees, and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is collected. Green Waste does not include items herein defined as Exempt Waste.

1.46 Gross Revenues. All income collected by the CONTRACTOR for the provision of Collection Services pursuant to this Agreement, (including revenue received by the CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by the CONTRACTOR hereunder), calculated in accordance with Generally Accepted Accounting Procedures (GAAP). The term Gross Revenues, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclable Material, or other receipts from State and local government accounts (e.g. grants, cash awards and rebates) resulting from the performance of this Agreement.

1.47 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such as local, state or federal law or regulations may be amended from time to time.

1.48 Household Hazardous Waste (HHW). Hazardous Waste generated at a Dwelling Unit.

1.49 Large Items. Those materials including furniture, carpets, mattresses, White Goods, Brown Goods, E-Waste, clothing, tires without rims, Green Waste, and Large Green Waste which are attributed to the normal activities of a SFD Service Unit, MFD Service, or City Service Unit. Large Items must be generated by and at the Service Unit wherein the Large Items are collected. Large Items do not include items herein defined as Exempt Waste.

1.50 Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than six (6) feet in its longest dimension, and not weighing more than seventy (70)



**Collection Service Agreement****December 9 , 2013**

pounds, which are attributed to the normal activities of a SFD, MFD, or City Service Unit. Large Green Waste must be generated by and at the Service Unit wherein the Large Green Waste is collected.

1.51 Materials Recovery Facility (MRF). Any facility, selected by the CONTRACTOR and approved by the CITY, or specifically designated by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.

1.52 MFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items, Collected by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.

1.53 MFD Collection Service. MFD Refuse Collection Service, MFD Recycling Service, MFD Green Waste Collection Service, MFD Food Waste Collection Service, MFD Universal Waste Collection Service, MFD Bulky Waste Collection Service, MFD Sharps Collection Service, and MFD Debris Box Collection Service.

1.54 MFD Debris Box Waste Collection Service. The Collection of MFD Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of Collected MFD Debris Boxes to an appropriate processing facility or Disposal Facility.

1.55 MFD Food Waste Collection Service. The Collection of Food Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.

1.56 MFD Green Waste Collection Service. The Collection of Green Waste, generated from MFD Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.57 MFD Recycling Service. The Collection of Recyclable Materials, by the CONTRACTOR, from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.58 MFD Refuse Collection Service. The Collection of Refuse, by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.

1.59 MFD Service Unit. Any residence with five (5) or more Dwelling Units, including any flat, apartment, condominium, town home, service-enriched housing or other residence, and other Dwelling Units in detached buildings on a single parcel, and excluding a hotel, motel, dormitory, sheltered nursing facility, rooming house, or other such similar facility as determined by CITY.

1.60 MFD Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

**Collection Service Agreement****December 9 , 2013**

1.61 Non-Collection Notice. A form developed and used by the CONTRACTOR, as approved by the CITY, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Agreement.

1.62 Organic Waste. For the purposes of this agreement includes Green Waste.

1.63 Organic Waste Processing Facility. Any facility selected by the CONTRACTOR that is designed, approved by the CITY, or specifically designated by the CITY, operated and legally permitted for the purpose of receiving and Processing Green Waste.

1.64 Processing. An operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclable Materials, Organic Materials, Mixed Materials or Bulky Goods and returns them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Processing begins at the time the Recyclable Materials, Organic Waste, Bulky Waste or Refuse are delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the Residue is properly Disposed.

1.65 Recyclable Materials. Those materials which are capable of being recycled and which would otherwise be Processed or disposed of as Refuse. Recyclable Materials include those materials defined by the CITY, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (up to 20 pounds); steel including "tin" cans, empty aerosol cans (empty, non-toxic products) and small scrap (up to 20 pounds); bimetal containers; plastic bags, plastic food containers, #1-7 plastics regardless of form or mold (including but not limited to plastic containers, bottles, wide mouth tubs, plastic bags, film plastic, and polystyrene), aluminum foil and pans.

1.66 Refuse. All non-recyclable packaging, and putrescible waste attributed to normal activities of a Service Unit. Refuse must be generated by and at the Service Unit wherein the Refuse is collected. Refuse does not include those items defined herein as Recyclable Materials, Organic Waste, Bulky Waste, E-Waste, U-Waste, or Exempt Waste.

1.67 Residue. Materials remaining after the Processing of Refuse, Recyclable Materials, Organic Waste, or Bulky Waste which cannot reasonably be diverted.

1.68 Service Area. That area within the corporate limits of the City of San Fernando, California.

1.69 Service Recipient. An individual or company receiving Collection Service.

1.70 Service Unit. SFD Service Units, MFD Service Units, City Service Units, and Commercial Service Units.

1.71 SFD Collection Service. SFD Refuse Collection Service, SFD Recycling Collection Service, SFD Organic Waste Collection Service, SFD Bulky Waste Collection Service, SFD Universal Waste Collection Service, SFD Used Oil Collection Service, SFD Sharps Collection Service, and SFD Debris Box Collection Service.

1.72 SFD Debris Box Waste Collection Service. The Collection of SFD Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris by the

**Collection Service Agreement****December 9 , 2013**

CONTRACTOR from SFD Service Units in the Service Area, and the delivery of Collected SFD Debris Boxes to an appropriate processing facility or Disposal Facility.

1.73 SFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items, such as a TV, couch, or water heater, Collected by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.

1.74 SFD Refuse Collection Service. The Collection of Refuse, by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.

1.75 SFD Organic Waste. Green Waste is separated at the source of generation for inclusion in the SFD Organic Waste Collection Service program.

1.76 SFD Organic Waste Collection Service. The Collection of SFD Organic Waste by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of that SFD Organic Waste to an Organic Waste Processing Facility.

1.77 SFD Recycling Collection Service. The Collection of Recyclable Materials by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.78 SFD Service Unit. A detached or attached residence containing four (4) or fewer Dwelling Units when each Dwelling Unit is designed or used for occupancy by one (1) or more individuals.

1.79 SFD Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from SFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

1.80 SFD Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from all SFD Service Units in the Service Area utilizing Used Oil and Filter Containers for the accumulation and set-out of Used Oil and Used Oil Filters, and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.

1.81 Sharps. Hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications. Sharps must be generated at the SFD or MFD Service Unit wherein the Sharps are Collected.

1.82 Sharps Collection Service. The on-call Collection of Sharps in an Approved Sharps Container from SFD and MFD Service Units in the Service Area subscribing to the service, and the appropriate Disposal of the Sharps.

1.83 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

**Collection Service Agreement****December 9 , 2013**

1.84 Universal Waste. Televisions, computer monitors, consumer electronics with circuit boards, fluorescent lamps, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, and dry cell batteries containing cadmium copper, or mercury.

1.85 Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the SFD Service Unit wherein the Used Oil is Collected. Used Oil does not include transmission fluid.

1.86 Used Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.

1.87 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water, or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the SFD Service Unit wherein the Used Oil Filter is Collected.

1.88 Used Oil Filter Container. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1 ¼ ) inch diameter hole above the seal, provided by the CONTRACTOR for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.89 White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.90 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Article 3.09 of this Agreement.

## **ARTICLE 2. Term of Agreement**

2.01 Term. The term of this Agreement shall be for a ten (10) year period beginning February 15, 2014 and terminating on February 14, 2024.

2.01.1 Extension. The CITY shall have the option and sole discretion to extend the Agreement for up to three (3) additional one (1) year periods. The CITY shall give notice of said extension(s) not less than eighteen (18) months prior to the expiration of the contract for the initial Term and for any of the extension periods. Prior to granting any extension to the initial ten (10) year period, the City shall conduct a Performance Review to assess the CONTRACTOR'S performance implementing the provisions of the Agreement. If the term of this Agreement is extended, the compensation provisions of Article 4 shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended term as provided in Article 4.

## **ARTICLE 3. Services Provided by the Contractor**

3.01 Grant of Exclusive Agreement. Except as otherwise provided in this Agreement, the CONTRACTOR is herein granted an exclusive Agreement to provide Collection Services within the Service Area. No other Refuse, Organic Waste, or Recycling services shall be exclusive to the CONTRACTOR.



**Collection Service Agreement****December 9 , 2013****3.02 Limitations to Scope of Exclusive Agreement.**

3.02.1 Recyclable Materials or Large Items that are source separated from Refuse by a Service Recipient, for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator;

3.02.2 Refuse, Recyclable Materials, Large Items or Organic Waste, which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or City Service Unit and which is transported personally by the owner or occupant of such premises (or by his or her full-time employees but not including construction related employees or subcontractors) to a processing or Disposal Facility;

3.02.3 Recyclable Materials, Organic Waste or Large Items which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations;

3.02.4 Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.;

3.02.5 Organic Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;

3.02.6 Construction and Demolition Debris where the Service Recipient holds a building permit, and such construction project was done by the Service Recipient or, done as part of a total service offered by a licensed company or by the CITY, and where the licensed company uses its own equipment and employees, and no Debris Box Containers are used for the Collection and transportation of such Construction and Demolition Debris;

3.02.7 Large Items removed from a premises by a property management or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

3.02.8 Hazardous Waste regardless of its source; and

3.02.9 Refuse, Organic Waste, or Recyclables Materials that are removed from a premise by a company through the performance of a service that the CONTRACTOR has elected not to provide.

3.03 CONTRACTOR acknowledges and agrees that the CITY may permit other persons besides the CONTRACTOR to collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR. If CONTRACTOR can produce evidence that other persons are servicing collection containers or are Collecting Refuse, Recyclable Materials, Large Items, Construction and Demolition Debris, and/or Organic Waste in a manner that is not consistent with the CITY'S Municipal Code or this Agreement, it shall report the location, the name and phone number of the person or company to the CITY along with CONTRACTOR'S evidence of the violation of the exclusiveness of this Agreement, and the CONTRACTOR shall assist the CITY to enforce the CITY's Municipal Code and this Agreement.

3.03.1 The scope of this Agreement shall be interpreted to be consistent with applicable law, now and during the term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the CITY to lawfully provide for the scope of services as specifically set forth herein, CONTRACTOR agrees that the scope of the Agreement will be limited to those services and materials which may be

**Collection Service Agreement****December 9 , 2013**

lawfully provided and that the CITY shall not be responsible for any lost profits or losses claimed by CONTRACTOR to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of CONTRACTOR to minimize the financial impact of such future judicial interpretations or new laws.

3.04 Service Standards. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection.

3.05 Hours and Days of Collection.

3.05.1 SFD and MFD Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 6:00 p.m. Monday through Friday with no service on Saturday or Sunday. Commercial and City Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 5:00 p.m. Monday through Saturday with no service on Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.05.2 The CITY may direct CONTRACTOR to restrict the Collection hours in areas around schools and in high traffic areas during peak commute hours. When the CITY is conducting road overlay or slurry projects, the CITY reserves the right to temporarily redirect or restrict CONTRACTOR from Collection in the affected areas or temporarily change the Collection hours if needed. The hours of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.06 Manner of Collection. The CONTRACTOR shall provide Collection Service with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.07 Containers.

3.07.1 Carts. Carts are to be new at the start of the Agreement. Carts are to be hot-stamped, embossed, or laminated, with a unique identification number, and in-molded with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. In-molding on the Carts shall be on the lids. Labeling and graphics of the Carts shall be approved by the CITY.

3.07.2 Bins. Bins may be used, provided they are newly painted, properly marketed and in good working order. Bins are to be painted, embossed, or hot stamped with a unique identification number, and be labeled with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. Labeling and graphics of the Bins shall be approved by the CITY.

3.07.3 Debris Boxes. Debris Box Containers may be used, provided they are newly painted, properly marketed and in good working order. The CITY retains the right to inspect any such used Debris Box and direct the CONTRACTOR to replace such a used Debris Box if it is deemed to be not acceptable.

3.07.4 Purchase and Distribution of Carts and Bins. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. CONTRACTOR shall also distribute Carts and Bins to new Service Units that are added to CONTRACTOR'S Service Area during the term of this Agreement. The distribution shall be completed within three (3) Work Days of receipt of notification from the CITY or the Service Unit.

**Collection Service Agreement****December 9 , 2013**

3.07.5 Replacement of Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within three (3) Work Days at no cost or inconvenience to the Service Recipient.

3.07.5.1 Upon notification to the CONTRACTOR by the CITY or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) have been stolen or damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) Work Days. The CONTRACTOR shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis.

3.07.5.2 SFD Service Units. Where such Cart is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each SFD Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organic Waste Cart during the life of this Agreement at no cost to the Service Recipient.

3.07.5.3 MFD, Commercial and CITY Service Units. Where such Cart or Bin is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each City, MFD and Commercial Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart or Bin, one (1) lost, destroyed, or stolen Recycling Cart or Bin, (1) lost, destroyed, or stolen Food Waste Cart or Bin and (1) lost, destroyed, or stolen Green Waste Cart or Bin during the life of this Agreement at no cost to the Service Unit.

3.07.5.4 Where such Bin or Cart replacement occurs through no fault of the CONTRACTOR, CONTRACTOR shall be compensated for the cost of those replacements in excess of the requirements set forth in Sections 3.07.5.2 and 3.07.5.3 above, in accordance with the "Cart or Bin Exchange" Service Rate, as appropriate, as initially set by the CITY or as may be adjusted by the CITY as provided under the terms of this Agreement.

3.07.6 Repair of Carts and Bins. CONTRACTOR shall be responsible for repair of Carts in the areas to include but not be limited to, hinged lids, wheels and axles. Within three (3) Work Days of notification by the CITY or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Cart or Bin or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.

3.07.7 Cart or Bin Exchange. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that a change in the size or number of Carts or Bins is required, the CONTRACTOR shall deliver such Carts or Bins to such Service Recipient within seven calendar days to allow for the exchange to occur on the regular scheduled Collection day. Each MFD, Commercial and City Service Unit shall be entitled to receive one (1) free Refuse Cart or Bin exchange, and unlimited exchanges of Recycling, Food Waste or Green Waste Carts or Bins per Agreement Year during the term of this Agreement. Accordingly CONTRACTOR shall be compensated for the cost of Refuse Cart or Bin exchanges in excess of one (1) per Agreement Year, in accordance with the "Cart or Bin Exchange" service rate as Set forth in **Exhibit 1** which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.07.8 Ownership of Carts. Ownership of Carts shall rest with the CONTRACTOR, except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth



**Collection Service Agreement****December 9 , 2013**

in Article 24 of this Agreement shall rest with the CITY, or except that ownership of Carts in the possession of a Service Recipient at the end of this Agreement shall rest with the CITY. At its sole discretion, CITY may elect not to exercise its rights with regards to this Article and in such case the Carts shall remain the property of the CONTRACTOR upon termination of this Agreement. In this event, CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or recycling such Carts.

3.07.9 Ownership of Bins. Ownership of Bins distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the Bins and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of Bins, including their locations.

3.07.10 Ownership of Debris Box Containers. Ownership of Debris Box Containers distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of containers, including their locations.

3.07.11 Annual Inspection and Cleaning of Bins and Debris Boxes. Once each Agreement Year, at no charge to the CITY or the Service Recipient, CONTRACTOR shall inspect all Refuse, Recycling, and Organic Waste Bins and Debris Box Containers at the Service Unit's premises and shall replace those Bins or Debris Box Containers needing cleaning with clean Bins or Debris Box Containers and remove the dirty Bins or Debris Box Containers for cleaning.

3.08 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this Agreement.

3.09 Holiday Service. The CITY observes January 1<sup>st</sup>, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and December 25<sup>th</sup> as legal holidays. CONTRACTOR shall not provide Collection Services on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD, Commercial and City Collection

**Collection Service Agreement****December 9 , 2013**

Services shall be adjusted as agreed between the CONTRACTOR and the Service Recipient but must meet the minimum frequency requirement of one (1) time per week.

**3.10 Processing and Disposal.**

**3.10.1 Compliance with Regulations.** All materials Collected under this Agreement shall be delivered to facilities that comply with the Department of Resources Recycling and Recovery regulations under Title 14, Chapter 3, Minimum Standards for Solid Waste Handling and Disposal (Article 5.9 – Sections 17380-17386). CONTRACTOR, and not the CITY, must assure that all Disposal, transfer, and processing facilities are properly permitted to receive material Collected under this Agreement. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

**3.10.2 Permits and Approvals.** CONTRACTOR must assure that all facilities selected by CONTRACTOR shall possess all existing permits and approvals by local enforcement agencies to be in full compliance with all regulatory agencies to conduct all operations at the approved location. CONTRACTOR shall, upon written request from the CITY, arrange for the facilities selected by the CONTRACTOR to provide copies of facility permits, notices of violations, inspection areas or concerns, or administrative action to correct deficiencies related to the operation. Failure to provide facility information shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

**3.10.3 Disposal Facility.** Except as set forth below, all Refuse collected as a result of performing Collection Services shall be transported to, and delivered within in twenty-four (24) hours of Collection, to the Disposal Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

**3.10.4 Organic Waste Processing Facility.** CONTRACTOR shall deliver within in twenty-four (24) hours of Collection all collected Organic Waste to a fully permitted Organic Waste Processing Facility as designated by CONTRACTOR and approved by the CITY. CONTRACTOR shall ensure that all Organic Waste collected pursuant to this Agreement, except Residue resulting from Processing, is delivered to the approved Organic Waste Processing Facility in accordance with AB 939 and subsequent legislation and regulations. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

**3.10.5 Material Recovery Facility.** All Recyclable Materials Collected as a result of performing SFD, MFD, Commercial and City Recycling Services shall be delivered to the Material Recovery Facility (MRF) within in twenty-four (24) hours. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

**3.11 Inspections.** The CITY shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the CITY.

**Collection Service Agreement****December 9 , 2013****3.12 Commingling of Materials.**

3.12.1 Refuse Collected in San Fernando. CONTRACTOR shall not at any time commingle any Refuse Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.12.2 Recyclable Materials. CONTRACTOR shall not at any time commingle Recyclable Materials Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.12.3 Organic Waste. CONTRACTOR shall not at any time commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.13 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Refuse, Organic Waste, or Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.13.1 The CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any material or residue that are spilled or scattered by the CONTRACTOR or its employees.

3.13.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.13.3 The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice from the CITY.

3.13.4 In the event where damage to CITY streets is caused by a hydraulic oil spill, CONTRACTOR shall be responsible for all repairs to return the street to the same condition prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City Representative and at no cost to the CITY.

3.13.5 Ownership of Materials. Title to Refuse, Organic Waste, and Recyclable Materials shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicles.

3.13.6 Hazardous Waste. Under no circumstances shall CONTRACTOR'S employees knowingly collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a collection container. If CONTRACTOR determines that material placed in any container for collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to



**Collection Service Agreement****December 9 , 2013**

CONTRACTOR'S employees, the CONTRACTOR shall have the right to refuse to accept such material. The generator shall be contacted by the CONTRACTOR and requested to arrange for proper disposal service. If the generator cannot be reached immediately, the CONTRACTOR shall, before leaving the premises, leave a Non-collection Notice, which indicates the reason for refusing to collect the material, and how the Hazardous Waste can be properly disposed or recycled.

3.13.7 If Hazardous Waste is found in a collection container that poses an imminent danger to people or property, the CONTRACTOR shall immediately notify the CITY of San Fernando Police Department. The CONTRACTOR shall immediately notify the CITY of any Hazardous Waste that has been identified.

3.13.8 If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the processing facilities and the generator cannot be identified, CONTRACTOR shall be solely responsible for handling and arranging transport and disposition of the Hazardous Waste.

3.14 Regulations and Record Keeping. CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at the CONTRACTOR'S facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

3.15 Transition. CONTRACTOR understands and agrees that the time between the formal Agreement signing and February 15, 2014 is intended to provide the CONTRACTOR with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin the public awareness campaign as part of the CONTRACTOR'S transition plan as specified in **Exhibit 5** which is attached to and included in this Agreement. CONTRACTOR shall be responsible for the provision of all Collection Services beginning February 15, 2014.

## **ARTICLE 4. Diversion Requirements**

4.01 Minimum Requirements – SFD, MFD, Commercial and CITY Services. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 50 percent by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by CONTRACTOR in each Calendar Year."

4.02 Minimum Requirements – C&D Materials. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 85 percent of C&D Materials Collected under this agreement, by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of C&D materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of C&D materials Collected under this Agreement by CONTRACTOR in each Calendar Year."

**Collection Service Agreement****December 9 , 2013**

4.03 Warranties and Representations. CONTRACTOR warrants and represents that it is aware of and familiar with CITY's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the diversion requirements as set forth in CONTRACTOR'S Diversion Guarantee, as well as the diversion requirements of the Applicable Laws (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) governing this Agreement (including AB 341, AB 939, and all amendments and related subsequent legislation), and that it shall do so without imposing any costs or fees other than those set forth on the attached **Exhibit 1** (including if new programs are implemented which are not called out herein). The programs called out herein are minimum requirements that must be met, and CONTRACTOR shall be responsible for implementing any other programs that may be necessary to achieve the forgoing at no additional cost to the CITY or Service Recipients.

4.04 Mutual Cooperation. CITY and CONTRACTOR shall reasonably cooperate in good faith with all efforts by each other to meet CITY's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws, and to meet CONTRACTOR'S obligations under CONTRACTOR'S Diversion Guarantee. In this regard, CITY's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by CONTRACTOR for time extensions in meeting diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to CONTRACTOR's Recycling or Refuse programs as may be reasonably requested by CONTRACTOR in order to achieve CONTRACTOR'S Diversion Guarantee.

4.05 Waste Reduction and Program Implementation. CONTRACTOR shall implement the programs identified in the Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) of the CITY's General Plan immediately upon the Effective Date hereof, and will implement any programs required by any amendments or modifications thereto. CONTRACTOR shall provide CITY with monthly, quarterly and annual written reports in a form adequate to meet CITY's filing and reporting requirements as required by the Applicable Laws to CalRecycle throughout the term of this Contract wherein CITY's performance under the above programs shall be set forth in detail. CONTRACTOR shall be responsible to prepare, or assist CITY with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939 and other Applicable Laws. CONTRACTOR shall reimburse CITY for any costs CITY incurs in appearing before CalRecycle in relation thereto.

4.06 Guarantee and Indemnification. Subject to Public Resources Code Section 40059.1, CONTRACTOR warrants and guaranties that it will carry out its obligations under this Contract such that: (i) both it and CITY will at all times be in compliance with the requirements of the Applicable Laws including specifically AB 939 and AB 341, and (ii) CITY will meet or exceed the diversion requirements (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) set forth in CONTRACTOR'S Diversion Guarantee and the Applicable Laws including AB 939, and all amendments thereto. In this regard CONTRACTOR agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

4.06.1 To the extent legally permitted, defend, with counsel approved by CITY, indemnify, and hold harmless CITY and CITY's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) CONTRACTOR fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or the Applicable Laws and such failure or refusal prevents or delays CITY from submitting reports required by the



**Collection Service Agreement****December 9 , 2013**

Applicable Laws including AB 939 in a timely manner; or (2) the Source Reduction and Recycling goals, diversion goals, program implementation requirements, or any other requirements of the Applicable Laws, including AB 939, are not met with respect to the waste stream Collected under this Contract;

4.06.2 Assist CITY in responding to inquiries from CalRecycle or any other regulatory agency;

4.06.3 Assist CITY in preparing for, and participating in, the CalRecycle's biannual review of CITY's SRRE pursuant to Public Resources Code Section 41825;

4.06.4 Assist CITY in applying for any extension, including under Public Resources Code Section 41820, if so directed by CITY;

4.06.5 Assist CITY in any hearing conducted by CalRecycle, or any other regulatory agency, relating to CITY's compliance with the Applicable Laws including AB 939;

4.06.6 Assist CITY with the development of and implement a public awareness and education program that is consistent with the CITY's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Laws;

4.06.7 Provide CITY with recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws including AB 939;

4.06.8 Defend, with counsel acceptable to CITY, CITY and CITY's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to the Applicable Laws including AB 939;

4.06.9 Be responsible for and pay, any fees, penalties or other costs imposed against the CITY by CalRecycle, and indemnify and hold harmless CITY from and against any fines, penalties, or other liabilities, levied against it for violation of the diversion requirements, set forth in the Applicable Laws, including AB 939, or for violation of any other provision of the Applicable Laws, including AB 939, arising from or in any way related to CONTRACTOR's performance of its obligations under this Contract.

4.07 Failure to Meet Minimum Requirements. CONTRACTOR'S failure to meet the minimum diversion guarantees set forth above in Article 4.01 and Article 4.02 may result in CONTRACTOR being in default of this Agreement as specified in Article 24, or the imposition of liquidated damages as specified in Article 19, or denial of an extension to this Agreement as specified in Article 2. In determining whether or not to assess liquidated damages, hold the CONTRACTOR in default of this Agreement, or denial of a term extension, the CITY will consider the good faith efforts put forth by the CONTRACTOR in implementing the required programs to meet the minimum diversion requirements and the methods and level of effort of the CONTRACTOR to fully implement the work plans attached to and included in this Agreement as Exhibits 5 - 10.

4.08 Implementation of Additional Diversion Services. If the CITY determines that CONTRACTOR has not fulfilled its good faith efforts requirements set forth in Article 4.07, CITY may direct CONTRACTOR to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and CONTRACTOR agrees to do so at no additional charge. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative Refuse processing and disposal technologies are included among the types of changes which CITY may direct.

**Collection Service Agreement****December 9 , 2013****ARTICLE 5. Service Units**

5.01 Service Units. Service Units shall include all the following categories of premises which are in the Service Area as of February 15, 2014, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

5.01.1 SFD Service Units

5.01.2 MFD Service Units

5.01.3 Commercial Service Units

5.01.4 City Service Units

5.01.4.1 Any question as to whether a premises falls within one of these categories shall be determined by the City Representative and the determination of the City Representative shall be final.

5.02 Service Unit Changes. The CITY and CONTRACTOR acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Collection Services.

5.02.1 Additions and Deletions. CONTRACTOR shall provide services described in this Agreement to new Service Units within five (5) Work Days of receipt of notice from the CITY or new Service Unit to begin such service.

5.03 Coordination with Street Sweeping. The CITY and CONTRACTOR acknowledge that CONTRACTOR will work with the CITY to coordinate the CITY's street sweeping schedule.

5.04 Route Map Update. CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and/or addition of new Service Areas and shall provide such revised maps to the City Representative as requested.

**ARTICLE 6. SFD Collection Services**

6.01 SFD Collection Services. These services shall be governed by the following terms and conditions:

6.01.1 Conditions of Service. The CONTRACTOR shall provide SFD Collection Service to all SFD Service Units in the Service Area whose Refuse is properly containerized in Refuse Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Article 6.03.1.1; and SFD Organic Waste is properly containerized in Organic Waste Carts except as set forth in Article 6.03.1.1. The Refuse, Recycling and Organic Waste Carts will be Collected at least once a week. CONTRACTOR shall offer Refuse, Organic Waste, and Recyclable Material Carts in approximately 64-gallon size as the default, with 32- and 96-gallon Refuse Carts available upon request by Customer. CONTRACTOR shall offer Debris Boxes in 10-40 cubic yard sizes. The cost for Recyclable Materials and SFD Organic Waste collection shall be bundled with the cost of Refuse Collection.

6.01.1.1 Curbside Collection Service. SFD Curbside Collection shall be done where Refuse, Recyclable Materials and Organic Waste Carts are placed within five (5) feet of the curb, swale, or at edge of street pavement for streets without curbs. This shall apply to both public and private streets. CONTRACTOR may charge for Curbside Collection at the rates as set forth in **Exhibit 1**.

**Collection Service Agreement****December 9 , 2013**

6.01.1.2 On-Premise Collection Service - Subscription. A SFD Service Recipient may subscribe for On-premise SFD Collection Service where Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR may charge for On-premise Collection at the rates as set forth in **Exhibit 1**.

6.01.1.3 On-Premise Collection Service – Physical Disability. A SFD Service Recipient, and all other adults living at the Service Unit residing therein, that has disabilities that prevent him/her from being physically able to place Refuse, Recyclable Materials, or Organic Waste Carts at the curb for Collection shall receive On-premise Collection Service where all Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR shall provide this service at no charge to the Service Recipient.

6.02 Frequency and Scheduling of Service. Except as set forth in Articles 6.03.1.1, 6.08, 6.09, 6.10, 6.13, and 6.14, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Service Unit receives SFD Refuse Collection Service, SFD Recycling Collection Service, and SFD Organic Waste Collection Service on the same Work Day.

6.03 Non-Collection. Except as set forth in Articles 6.04, 6.07, 6.08, 6.09, and 6.10, CONTRACTOR shall not be required to Collect any Refuse, Recyclable Material, or SFD Organic Waste that is not placed in a Cart. In the event of non-collection, CONTRACTOR shall affix to the Cart a Non-collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

6.03.1.1 Periodic Overages. On a periodic basis not to exceed one time per quarter, any additional amounts of Recyclable Materials and Green Waste that exceed the capacity of the Carts shall also be considered properly set out for Collection if they are placed adjacent to the Carts, securely contained in a bag or bundle, and do not collectively exceed 60 pounds in weight. CONTRACTOR shall provide this service at no charge to the Service Recipient. If Overages repeatedly occur, CONTRACTOR shall work with the SFD Service Recipient to reduce the number of Overages or provide an extra Cart.

6.04 SFD Refuse Collection Service. This service will be governed by the following additional terms and conditions:

6.04.1 Disposal Facility. All Refuse collected as a result of performing SFD Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.

6.04.2 Additional Refuse Carts. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that additional Refuse Carts are requested, the CONTRACTOR shall deliver such Refuse Carts to such Service Recipient within five (5) Work Days. CONTRACTOR shall be compensated for the cost of additional Refuse Carts in accordance with the "Additional Refuse Cart" Service Rate as set forth in **Exhibit 1** or as may be adjusted under the terms of this Agreement.

6.04.3 Refuse Cart Size Exchange. Customer may request a smaller Cart size (32-gallon) or a larger Cart size (96-gallon) at no additional cost to the Customer.

**Collection Service Agreement****December 9 , 2013**

6.05 SFD Recycling Collection Service. This service will be governed by the additional following terms and conditions:

6.05.1 Material Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services shall be delivered to the Materials Recovery Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.

6.05.2 Additional Recycling Carts. CONTRACTOR shall provide up to one (1) additional SFD Recycling Carts to SFD Collection Service Recipients within five (5) Work Days of request at no additional cost provided that additional Cart is used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Recycling Collection Service.

6.05.3 Recycling Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Recycling Carts, at no additional cost to the Customer.

6.05.4 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

6.05.5 Collection of Service Recipients' Discarded Collection Containers. The CONTRACTOR shall collect used, discarded, or unwanted collection containers discarded by the Service Recipient that were in use for collection prior to February 15, 2014 at no cost. To the extent feasible, CONTRACTOR shall recycle, or cause to have recycled the used, discarded, or unwanted collection containers. CONTRACTOR collection of discarded containers shall be done in accordance with **Exhibit 5**.

6.05.6 Recycling - Improper Procedure. Except as set forth below in Article 6.08, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Refuse or Organic Waste. If Recyclable Materials are contaminated through commingling with Refuse or Organic Waste, the CONTRACTOR shall, if practical, separate the Refuse or Organic Waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Refuse or Organic Waste shall be left in the Recycling Cart along with a Non-collection Notice explaining why the Refuse or Organic Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Refuse or Organic Waste are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Refuse or Organic Waste renders the entire Recycling Cart contaminated, the CONTRACTOR will leave the Recycling Cart un-emptied along with a Non-collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials.

6.06 SFD Organic Waste Collection Service. This service will be governed by the following terms and conditions:

6.06.1 Organic Waste Processing Services. CONTRACTOR shall ensure that all SFD Organic Waste Collected pursuant to this Agreement are diverted from the landfill in accordance with AB 939 and any subsequent or other applicable legislation and regulations.



**Collection Service Agreement****December 9 , 2013**

6.06.2 Organic Waste Processing Facility. CONTRACTOR shall deliver all Collected SFD Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

6.06.3 Organic Waste Disposal. CONTRACTOR shall ensure that the SFD Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except as a residue resulting from processing.

6.06.4 Additional Organic Waste Carts. CONTRACTOR shall provide additional SFD Organic Waste Carts to SFD Service Recipients within five (5) days of request at no additional cost provided that additional Carts are used by SFD Service Recipients for the purposes of setting out additional SFD Organic Waste Materials for regular weekly Organic Waste Collection Service.

6.06.5 Organic Waste Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Organic Waste Carts, at no additional cost to the Customer.

6.07 Curbside Holiday Tree Collection. CONTRACTOR shall Collect Holiday Trees from all SFD Service Units as part of the SFD Organic Waste Collection Services. CONTRACTOR shall provide this service beginning on the first Work Day after December 25 for a minimum of ten (10) days.

6.07.1 Contaminated Holiday Trees. Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Disposal Facility at the discretion of the CONTRACTOR.

6.07.2 Non-collection. CONTRACTOR shall not be required to Collect any SFD Organic Waste that is mixed with either Refuse, or Recyclable Materials. In the event of non-collection, CONTRACTOR shall affix to the Organic Waste Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

6.08 SFD Bulky Waste Collection Service. This service will be governed by the following terms and conditions:

6.08.1 Conditions of Service. The CONTRACTOR shall provide SFD Bulky Waste Collection Service to all SFD Service Units in the Service Area whose Bulky Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each SFD Service Unit in the Service Area shall be entitled to receive free Bulky Waste Collection Service a maximum of six (6) Collection times per Agreement Year. Bulky Waste Collection Service shall be a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items such as a TV, couch, or water heater. In accordance with the "Additional Bulky Waste Collection" service rate as set in **Exhibit 1**, CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of 1) a single Collection of over four (4) cubic yards, 2) more than four (4) Bulky Waste Collections per year, or more than two (2) individual Large Items during any single Bulky Waste Collection.

**Collection Service Agreement****December 9 , 2013**

6.08.2 Frequency of Service. SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Bulky Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.08.3 Large Items Containing Freon. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations. CONTRACTOR may charge for collecting Large Items containing Freon in accordance with the Maximum Service rates in **Exhibit 1**.

6.08.4 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Large Items collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 6.08.4.1 Reuse as is (where energy efficiency is not compromised)
- 6.08.4.2 Disassemble for reuse or Recycling
- 6.08.4.3 Recycle
- 6.08.4.4 Disposal

6.08.5 CITY Direction of Large Items. CITY reserves the right to direct CONTRACTOR to take Large Items Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or Large Item residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Large Items. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

6.09 SFD Used Oil Collection Service. This service will be governed by the following terms and conditions:

6.09.1 Conditions of Service. In conjunction with the provision of SFD Recycling Collection Service, the CONTRACTOR shall provide SFD Used Oil Collection Service to all SFD Service Units in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

6.09.2 Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Oil or Used Oil Filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the City Representative, either by Fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

**Collection Service Agreement****December 9 , 2013**

6.09.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

6.09.4 Used Oil and Used Oil Filter Containers. To the extent allowed by CONTRACTOR, residents may provide their own Used Oil and Used Oil Filter Containers. However, in the event CONTRACTOR allows the use of resident-provided containers, CONTRACTOR shall assume any and all liabilities related to the use of such resident-provided containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of CITY or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the number requested by the CITY or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

6.09.5 At the time CONTRACTOR Collects Used Oil from a Service Recipient, where such Service Recipient utilizes a Used Oil Container or Used Oil Filter Container provided by the CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

6.09.6 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil and Used Oil Filters Collected pursuant to this Contract segregated from other materials.

6.09.7 Used Oil Processing. CONTRACTOR shall recycle all Used Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

6.09.7.1 CONTRACTOR shall recycle the Used Oil only with persons who are authorized by the State of California to recycle oil. In the event the Used Oil or Used Oil Filters Collected pursuant to this Contract is contaminated to the extent that the Used Oil or Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

6.09.7.2 CONTRACTOR shall notify the City Representative, either by fax or e-mail, of any contamination which renders the Used Oil unacceptable for recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous Waste.

6.09.8 SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.10 SFD Universal Waste Collection Service. This service will be governed by the following terms and conditions:

6.10.1 Conditions of Service. The CONTRACTOR shall provide SFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR

**Collection Service Agreement****December 9 , 2013**

and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.

6.10.2 Frequency of Service. SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.10.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 6.10.3.1 Reuse as is (where energy efficiency is not compromised)
- 6.10.3.2 Disassemble for reuse or Recycling
- 6.10.3.3 Recycle
- 6.10.3.4 Disposal

6.10.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

6.10.5 SFD Universal Waste Drop-off. CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from SFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.

6.11 Hard to Service Areas. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR, at no additional cost, shall manually collect SFD Refuse, Recyclable Materials, Organic Waste, and Bulky Waste from a SFD Service Unit as follows:

6.11.1.1 Where topography, street conditions, or limited street access for police, fire, or safety vehicles prevents CONTRACTOR'S collection vehicle access for Collecting Refuse, Recycling, Organic Waste, and Large Items for Collection.

6.11.1.2 Where Service Units located in the areas and streets as determined by the CITY and CONTRACTOR.

6.11.1.3 Where the City Representative notifies the CONTRACTOR of any additional Service Units requiring service; along with the date such service is to begin.

6.12 Sharps Collection Service. Within one (1) week of request by a SFD Service Unit for Sharps Collection, CONTRACTOR shall deliver to the SFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a SFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each year to seniors.

6.13 SFD Debris Box Collection Service. Upon twenty four (24) hours request by a SFD Service Unit for a Debris Box Container, CONTRACTOR shall provide a Debris Box Container at the Service Unit. Such SFD Debris Box Collection Service shall be on a temporary basis not



**Collection Service Agreement****December 9 , 2013**

to exceed seven (7) days without Collection, emptying, and replacement of the Debris Box Container.

6.13.1 Debris Box Containers shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.

6.13.2 Charges for Debris Box Containers shall be in accordance with **Exhibit 1** of this Agreement.

6.13.3 The CONTRACTOR shall provide SFD Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Box Containers in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.

6.13.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box Container without CONTRACTOR information or with any graffiti visible on the Debris Box Container.

## **ARTICLE 7. MFD Collection Services**

7.01 MFD Collection Services. These services will be governed by all conditions of service as specified in Article 8 of this Agreement, with the following additional services:

7.01.1 MFD Bulky Waste Collection. The CONTRACTOR shall provide MFD Bulky Waste Collection Service to MFD Service Units in the Service Area in a manner agreed to between the CONTRACTOR and the MFD Service Unit management. CONTRACTOR shall provide a maximum of two (2) Collections per Agreement Year at no cost to the MFD Service Unit or MFD management. CONTRACTOR shall be compensated for the cost of Collecting Bulky Waste in excess of two Collections per Agreement Year in accordance with the "MFD Bulky Waste Collection" Maximum Service Rate as set in **Exhibit 1** of this Agreement.

7.01.2 MFD Universal Waste Collection Service. This service will be governed by the following terms and conditions:

7.01.2.1 Conditions of Service. The CONTRACTOR shall provide MFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.

7.01.2.2 Frequency of Service. MFD Service Recipients must call at least forty-eight (48) hours in advance to schedule MFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

7.01.2.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

7.01.2.3.1. Reuse as is (where energy efficiency is not compromised)

7.01.2.3.2. Disassemble for reuse or Recycling

**Collection Service Agreement****December 9 , 2013**

7.01.2.3.3. Recycle

7.01.2.3.4. Disposal

7.01.2.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

7.01.2.5 MFD Universal Waste Drop-off. CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from MFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.

7.01.3 MFD Recycling Tote Bags. During the transition period as outlined in Exhibits 5 and 6, CONTRACTOR shall supply a maximum of 2,000 Recycle Tote Bags at no cost for each MFD Service Unit (at least 3 units or more). After the transition period, and for the remainder of the Term, upon request of MFD Service Units, CONTRACTOR shall supply a maximum of 200 additional Recycle Tote Bags each Agreement Year at no additional cost to the MFD Service Units. The Recycle Tote Bags are intended for MFD Service Recipients to transport Recyclables Materials from their residence to their recycling bin or cart.

7.01.4 Sharps Collection Service. Within one (1) week of a request by a MFD Service Unit for Sharps Collection, CONTRACTOR shall deliver by mail to the MFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a MFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each Agreement Year to seniors. The CONTRACTOR Sharps Collection Service is available by calling (855) 737 – 7871 or [www.republicservices.com](http://www.republicservices.com).

## ARTICLE 8. Commercial Collection Services

8.01 Commercial Collection Services. These services will be governed by the following terms and conditions:

8.01.1 Conditions of Service. The CONTRACTOR shall provide Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, and Commercial Debris Box Collection Service to all Commercial Service Units in the Service Area whose Refuse, Recyclable Materials, and Food Waste are properly containerized in Bins, Carts, or Debris Boxes as appropriate where the Bins, Carts or Debris Boxes are accessible as set forth in Article 8.01.3. CONTRACTOR shall offer Carts in 64 and 96 gallon sizes. CONTRACTOR shall offer Bins in 1, 1.5, 2, 3, 4, 5, and 6 cubic yard sizes. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Service Recipient and the CONTRACTOR. However, the size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste, or Food Waste Materials need be placed outside the Bin, Cart or Debris Box.

8.01.2 Required Capacity - Recycling. CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area. For each



**Collection Service Agreement****December 9 , 2013**

Service Unit, CONTRACTOR shall offer a minimum capacity of Commercial Recycling Collection that meets or exceeds the capacity necessary to comply with AB 341 requirements.

8.01.3 Accessibility. CONTRACTOR shall collect all Refuse, Recycling, or Organic Waste Bins or Carts that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to moving manually or by a specialized "scout" truck the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

8.01.4 Manner of Collection. The CONTRACTOR shall provide Commercial Collection Service with as little disturbance as possible and shall leave any Bin or Cart at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

8.02 Commercial Refuse Collection Service.

8.02.1 Conditions of Service. The CONTRACTOR shall provide Commercial Refuse Collection Service to all Commercial Service Units in the Service Area whose Commercial Refuse is properly containerized in Refuse Bins or Carts, where the Refuse Bins or Carts are accessible.

8.02.2 Disposal Facility. All Commercial Refuse collected as a result of performing Commercial Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.

8.02.3 Size and Frequency of Service. This service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Refuse need be placed outside the Bin or Cart. The CONTRACTOR shall provide containers as part of the Commercial Refuse Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.02.4 Commercial Refuse Overflow. In the case of repeated overflows of Commercial Refuse, CONTRACTOR shall contact the Commercial Service Unit management to arrange for an appropriate change in Refuse Bin or Cart size, Collection frequency or both. In the event, CONTRACTOR cannot successfully contact the Commercial Service Unit management after three attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall advise the City Representative, either by Fax or e-mail, of the details of the Commercial Refuse overages, and the attempts at communication with the Commercial Service Unit management. The City Representative shall respond to CONTRACTOR'S report and make a final written determination. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the Collection Service in accordance with such written determination.

**Collection Service Agreement****December 9 , 2013**

8.02.5 Non-Collection. CONTRACTOR shall not be required to collect any Commercial Refuse that is not placed in a Refuse Bin or Cart unless such Commercial Refuse is outside the Refuse Bin or Cart as a result of overflow. In the event of non-collection, CONTRACTOR shall affix to the Refuse Bin or Cart a Non-collection Notice explaining why Collection was not made.

8.03 Commercial Recycling Collection Service. This service will be governed by the following terms and conditions:

8.03.1 Conditions of Service. The CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins, Carts or Debris Boxes, except as set forth below, where the Recycling Bins, Carts, or Debris Boxes are accessible. CONTRACTOR shall provide up to two (2) 96 Recycling Carts to each Commercial Service Unit and MFD Service Unit at no cost. CONTRACTOR may charge for additional Recycling Carts, or Bins at rates set forth in **Exhibit 1**. Commercial Recycling Collection will occur Monday – Friday, and on Saturdays upon request.

8.03.2 Material Recovery Facility. All Recyclable Materials collected as a result of performing Commercial Recycling Services shall be delivered to the Material Recovery Facility. Failure to comply with this provision shall result in the levy of a liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.

8.03.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Bin, Cart or Debris Box, and that AB 341 requirements are met. The CONTRACTOR shall provide containers as part of the Commercial Recycling Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.03.4 Additional Recycling Bins or Carts. CONTRACTOR shall provide additional Commercial Recycling Bins and Carts to Commercial Service Recipients within five (5) days of request at the Commercial Recycling Collection Service rates set forth in **Exhibit 1**.

8.03.5 Recycling - Improper Procedure. If Recyclable Materials are contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Recyclable Materials. The Recyclable Materials shall then be collected and the Commercial Refuse shall be left in the Recycling Bin, Cart or Debris Box along with a Non-collection Notice of why the Refuse is not considered a Recyclable Material. However, in the event the Recyclable Materials and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Recycling Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Recycling Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for

**Collection Service Agreement****December 9 , 2013**

setting out Recyclable Materials. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Recyclable Materials as part of the next regularly scheduled Commercial Refuse Collection.

8.03.6 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

8.03.7 Recycling – Option to Process. In lieu of providing, or to augment source separated Commercial Recycling Collection Service, CONTRACTOR may elect to Process the entire contents of Containers collected from Commercial Service Units at a Material Recovery Facility; however, all requirements of AB 341 must be adhered to.

8.04 Commercial Green Waste Service. This service will be governed by the following terms and conditions:

8.04.1 Conditions of Service. The CONTRACTOR shall provide Commercial Green Waste Collection Service to all Commercial Service Units in the Service Area whose Green Waste materials are properly containerized in Green Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Green Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Green Waste Collection Service Rates specified in **Exhibit 1** Commercial Green Waste Collection will occur Monday – Friday, and on Saturdays upon request and as necessary.

8.04.2 Organic Waste Processing Facility. All Green Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

8.04.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Green Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.04.4 Additional Green Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Green Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.

8.04.5 . Green Waste - Improper Procedure. If Green Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate



**Collection Service Agreement****December 9 , 2013**

the Commercial Refuse from the Green Waste. The Green Waste shall then be collected and the Commercial Refuse shall be left in the Green Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Green Waste is not collected. However, in the event the Green Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Green Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Green Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Green Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Green Waste as part of the next regularly scheduled Commercial Refuse Collection and dispose of it at the Disposal Facility.

8.05 Green Waste - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Green Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.

8.06 Commercial Food Waste Service. This service will be governed by the following terms and conditions:

8.06.1 Conditions of Service. The CONTRACTOR shall provide Commercial Food Waste Collection Service to all Commercial Service Units in the Service Area whose Food Waste materials are properly containerized in Food Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Food Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Food Waste Collection Service Rates specified in **Exhibit 1** Commercial Food Waste Collection will occur Monday – Friday, and on Saturdays upon request and as necessary.

8.06.2 Organic Waste Processing Facility. All Food Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

8.06.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Food Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.06.4 Additional Food Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Food Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.

**Collection Service Agreement****December 9 , 2013**

8.06.5 . Food Waste - Improper Procedure. If Food Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Food Waste. The Food Waste shall then be collected and the Commercial Refuse shall be left in the Food Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Food Waste is not collected. However, in the event the Food Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Food Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Food Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Food Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Food Waste as part of the next regularly scheduled Commercial Refuse Collection.

8.07 Food Waste - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Food Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.

8.08 Commercial Universal Waste Collection Service. This service will be governed by the following terms and conditions:

8.08.1 Conditions of Service. The CONTRACTOR shall provide Commercial Universal Waste Collection Service to all Commercial Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each Commercial Service Unit in the Service Area shall be entitled to receive three (3) pickups of Universal Waste Collection Service at no charge.

8.08.2 Frequency of Service. Commercial Service Recipients must call at least forty-eight (48) hours in advance to schedule Commercial Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

8.08.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 8.08.3.1 Reuse as is (where energy efficiency is not compromised)
- 8.08.3.2 Disassemble for reuse or Recycling
- 8.08.3.3 Recycle
- 8.08.3.4 Disposal

8.08.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

**Collection Service Agreement****December 9 , 2013**

8.09 Commercial Debris Box Collection Service. Upon request of a Commercial Service Unit, CONTRACTOR shall provide a Commercial Debris Box Collection Service on a temporary basis or permanent basis.

8.09.1 Debris Boxes shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.

8.09.2 Charges for Debris Boxes shall be in accordance with **Exhibit 1** of this Agreement.

8.09.3 The CONTRACTOR shall provide Commercial Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Boxes in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.

8.09.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box without CONTRACTOR information or with any graffiti visible on the Debris Box.

8.10 Commercial Audits and Recycling Technical Assistance. CONTRACTOR will conduct initial and ongoing commercial recycling opportunity assessments for MFD Service Recipients and Commercial Service Recipients and for City Facilities to ensure recycling opportunities are utilized and Food Waste customers are identified and enrolled. CONTRACTOR will provide MFD Service Recipients and Commercial Service Recipients with recycling technical assistance, such as on-site employee and tenant training.

## **ARTICLE 9. CITY Collection Services**

CONTRACTOR has offered to donate the following services as corporate good will, and such provisions of donated services shall have no rate impact of any kind to the CITY, or to any SFD, MFD, or Commercial Service Recipient.

### **9.01 CITY Collection Services.**

9.01.1 CONTRACTOR shall provide Refuse, Recycling, Green Waste, Food Waste, and Debris Box Collection Service to City Service Units as deemed necessary and as determined between the CONTRACTOR and the CITY, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the CITY and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the CITY. CONTRACTOR shall offer Carts in 64 and 96 gallon Cart sizes and Bins in 1 – 6 cubic yard sizes. CONTRACTOR shall not charge for Collection of Recyclable Materials or Green Waste collected in Carts or Bins. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the CITY and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste needs to be placed outside the Bin, Cart or Debris Box. City Service Units are listed in **Exhibit 2**.

9.01.2 Public Containers Collection. CONTRACTOR shall provide Collection, transporting and disposal or processing service to those public Refuse or Recycling containers in place or placed by the CITY, or as designated by the CITY, and other CITY properties during the term of this Agreement. Frequency of Collection shall be no less than three (3) days per



**Collection Service Agreement****December 9 , 2013**

week per Container on Monday, Wednesday and Friday. Contractor shall also collect any spilled waste or litter within a five (5) foot radius of any public containers.

9.01.3 Accessibility. CONTRACTOR shall collect all Carts, Bins and Debris Boxes that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of CITY Collection Services. Push services shall include, but not be limited to, dismounting from the collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

9.01.4 Notification. The CONTRACTOR will notify the City Representative daily, by Fax and e-mail, of all situations that prevent or hinder Collection from any City Service Unit, unless otherwise directed by CITY.

9.01.5 City Sponsored Events. CONTRACTOR shall provide Collections Services at CITY-sponsored events as requested by CITY. Such services shall be provided in such a manner that all Collection, processing and disposal needs, and related staff support and public education materials for the event are adequately and properly provided for by CONTRACTOR. City Sponsored Events are set forth on **Exhibit 4**, attached to and included in this Agreement.

9.01.5.1 Regardless of CONTRACTOR providing services, all CITY events will be attended by CONTRACTOR personnel in order to work more closely with The City to create more awareness and to educate the residents and businesses about the importance of recycling.

9.02 Used Motor Oil Collection. Upon request by the CITY, CONTRACTOR shall collect any Used Motor Oil from the City's public works yard.

9.03 Holiday Tree Debris Boxes. For the two (2) weeks commencing December 26<sup>th</sup>, CONTRACTOR shall provide up to three (3) Debris Boxes (as determined by the City Representative) at locations designated by the City Representative for the drop-off of Holiday Trees.

## ARTICLE 10. Charges and Rates

10.01 CONTRACTOR Billing. The CONTRACTOR shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Service Recipients an amount not to exceed the Maximum Service Rates set by CITY resolution and attached in **Exhibit 1** to this Agreement and as may be adjusted under the terms of this Agreement. The CITY shall approve the format for all Customer bills.

10.01.1 Partial Month Service. If, during a month, a Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in **Exhibit 1** divided by four (4) times the number of actual weeks in the month that service was provided to the Service Unit.

10.01.2 Production of Invoices for Service Units Utilizing Carts. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Carts received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with the City's current utility billing schedule, in which customers are billed in arrears, every two months. The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the end of the 2nd

**Collection Service Agreement****December 9 , 2013**

month of the period for which service is being billed. Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date.

10.01.3 Production of Invoices for Service Units Utilizing Bins. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Bins received under this Agreement in advance but no less than twelve (12) times per year. The CONTRACTOR may invoice the Service Recipient no less than ten (10) days preceding the month for services for which service is being billed.

10.01.4 Production of Invoices for Debris Box Collection Service. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Debris Box Collection Services received under this Agreement in arrears for services during the prior month. Customers utilizing Debris Box Collection Services may be invoiced upon completion.

10.01.5 City Provided Billing Inserts. CITY may provide educational and other material to CONTRACTOR for inclusion in the invoices provided by CONTRACTOR to SFD, MFD and Commercial Customers for Collection Services. CONTRACTOR shall not charge the CITY for the inclusion of additional educational or other materials in the invoices.

10.01.6 Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service or automatic withdrawal from bank account. On-line (E-Pay) bill methods shall be password protected and comply with federal regulations protecting the privacy of Customer credit information. CONTRACTOR shall provide evidence of such security certifications and advise the CITY of CONTRACTOR'S security measures implemented for on-line payment.

10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due. The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting delinquent accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to delinquent accounts. The CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, and reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment. CONTRACTOR may not discontinue providing Refuse Collection Services.

10.02 Adjustments to CONTRACTOR'S Maximum Service Rates. CONTRACTOR'S Maximum Service Rates are as specified in **Exhibit 1** of this Agreement, and are firm and fixed through June 30, 2015. CONTRACTOR shall not be entitled to any compensation that is not listed in **Exhibit 1**. On or after July 1, 2015, and each subsequent July 1<sup>st</sup>, CONTRACTOR'S Maximum Service Rates shall be adjusted as follows:

10.02.1 Financial Information. On or before April 1, 2015, and annually thereafter during the term of this Agreement, CONTRACTOR shall make available to CITY audited copies of the financial information required under Article 16.01.1 for the specific services performed under this Agreement for the preceding Agreement Year. If CONTRACTOR fails to make available the financial information by April 1st, it is agreed that CONTRACTOR shall be deemed to have waived the CPI rate adjustment for that year.

**Collection Service Agreement****December 9 , 2013**

10.02.1.1 Where the financial information made available by the CONTACTOR is marked "Confidential", the CITY will take reasonable measures, subject to the requirements of applicable law, to prevent the dissemination of the financial information to third parties, and will promptly notify CONTRACTOR upon receipt of a request by a third party under the Public Records Act to review or obtain such financial information.

10.02.1.2 If CONTRACTOR'S failure to make available the financial information required under Article 10.02.1 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the CITY, the CITY, at its sole discretion, may consider the request for the CPI rate adjustment.

10.02.2 Adjustments Using the Consumer Price Index (CPI).

10.02.2.1 Adjustments. On April 1, 2015 and each April 1st thereafter, using one-hundred percent (100%) of the twelve (12) month average percentage change in the CPI between December of the most recent year to December of the prior year, CONTRACTOR shall apply the percentage change to approved current Maximum Service Rates and submit the CONTRACTOR'S request for an adjustment in the Maximum Service Rates to the CITY in the same form as **Exhibit 1**.

10.02.2.2 Rounding. Annual adjustments shall be made only in units of one cent (\$0.01) and shall not result in a decrease to the rates currently in effect. Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

10.02.3 CITY Approval of Maximum Service Rates. As of April 1, 2015, and annually thereafter during the term of this Agreement, the CITY Representative shall notify CONTRACTOR of the adjustments to the affected Maximum Service rates to take place on the subsequent April 1<sup>st</sup>. CITY shall take action on the any changes in the Maximum Service Rates in accordance with the CITY'S municipal code.

10.03 CONTRACTOR'S Payments to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee, and such other fees as may be specified in this Article 10.03. Payment to the CITY shall be due, on the fifteenth (15th) day of the month following the month the revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S Gross Receipts collected during the preceding month in sufficient detail to allow for an independent recalculation of payments.

10.03.1 Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S Gross Revenues collected each month under the terms of this Agreement. The franchise fee percentage shall be ten percent (10%) unless otherwise adjusted by the CITY. In the event that the CITY adjusts the franchise fee percentage, the maximum service rates will also be adjusted to incorporate any such changes in the franchise fee percentage.

10.03.2 No acceptance by CITY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by CITY. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to CITY the amount of the underpayment and shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from CITY that such is the case. If, after audit, such recompilation indicates an overpayment, CITY shall notify the CONTRACTOR in writing of the amount of the overpayment, less costs and expenses incurred



**Collection Service Agreement****December 9 , 2013**

in connection with the audit and recompilation. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

10.03.3 Adjustments Due to Changes In Legislation. CONTRACTOR agrees that no extraordinary adjustment shall occur or rate adjustment be provided unless and only if changes to local, State, or Federal regulations or laws occurring on or after February 15, 2014 result or will result in additional costs exceeding the CPI for the fee or additional service required under the legislative or regulatory change, or different services to be provided by CONTRACTOR which are not otherwise covered by the terms and conditions in Article 25 and have directly resulted or will result in changes to CONTRACTOR'S operations and have caused or will cause CONTRACTOR'S total operation costs to increase. The CITY may request from the CONTRACTOR such further information as it deems necessary to fully evaluate the CONTRACTOR'S request for extraordinary adjustment and make its determination. The CITY shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within sixty (60) calendar days of receipt of the written request and all other additional information requested by the CITY. Any such change will be implemented within an agreed upon time between the CITY and CONTRACTOR.

10.03.4 Reimbursement of Fees. As specified in the CITY'S Request for Proposals dated July 22, 2013, The CONTRACTOR shall reimburse the CITY the following amounts:

10.03.4.1 Within 30 days after execution of the Agreement award, a one-time payment of **One Hundred and Fifty Thousand Dollars (\$150,000)** for the cost of procuring Collection Services.

10.03.4.2 No later than February 15, 2014, and annually thereafter during the term of this Agreement, CONTRACTOR shall submit an annual Contract Management Fee to the City, or the City's designated contractor in the amount of **Fifty Thousand Dollars (\$50,000)**. Beginning February 15, 2015, this amount shall be increased annually at the same percentage change as adjustments to the Maximum Service Rates as specified in Section 10.02.

10.03.5 Transition Fee. CONTRACTOR shall pay an amount not to exceed **Sixty Thousand Dollars (\$59,100)** for transition assistance to the CITY'S designated transition assistance contractor. Such payment shall be based on monthly invoices submitted directly to CONTRACTOR by the CITY'S designated transition contractor. Transition assistance shall end on July 30, 2014, unless extended by mutual agreement between the CITY and CONTRACTOR.

## **ARTICLE 11. Collection Routes**

11.01 Collection Routes. Sixty (30 days prior to commencement of Collection Services, the CONTRACTOR shall provide the CITY with maps precisely defining collection routes, together with the days and the times at which collection shall regularly commence. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY.

11.02 Subsequent Collection Route Changes. The CONTRACTOR shall submit to the CITY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY. The CONTRACTOR shall not implement any route changes to SFD Service

**Collection Service Agreement****December 9 , 2013**

Recipients without the prior review of the City Representative. If the route change will change the collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

11.02.1 Collection Route Audits. The CITY reserves the right to conduct audits of CONTRACTOR'S collection routes. The CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents, designated by the City Representative, to ride in the collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the City Representative to conduct such audits.

## ARTICLE 12. Collection Vehicles

12.01 General Provisions. All collection vehicles used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. At the start of this Agreement, all route collection vehicles utilized by CONTRACTOR pursuant to this Agreement shall be new 2013/2014 manufactured vehicles or refurbished vehicles as specified in **Exhibit 11**.

12.02 Vehicle Registration, Licensing and Inspection. On or before January 1, 2014 and upon request by the CITY thereafter during the term of this Agreement, CONTRACTOR shall submit documentation to the CITY Representative to verify that each of the CONTRACTOR'S collection vehicles is in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements. Each vehicle shall comply, at all times, with all applicable statutes, laws or ordinances of any public agency. Routine inspections by the California Highway Patrol will be required bi-annually and certificates for said inspection shall be filed with the CITY upon request.

12.03 Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall provide its collection vehicles to be in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air pollution control

12.04 Fuel Type. CONTRACTOR shall utilize compressed natural gas (CNG) as the fuel type for all its collection vehicles, and CNG, bio-diesel or hybrid electric for all its support vehicles.

12.05 Global Positioning Systems (GPS). CONTRACTOR shall provide all route collection vehicles equipped with fully functioning on-board GPS with direct and real-time linkages to CONTRACTOR'S Customer service system.

12.06 Vehicle Noise Level. All Collection operations shall be conducted as quietly as possible and must comply with U.S. EPA noise emission regulations currently codified at 40 CFR Part 205, and other applicable State, County, and City noise control regulations.

**Collection Service Agreement****December 9 , 2013**

12.07 Safety Equipment. All collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time. All collection vehicles shall be equipped with audible back-up warning devices and back-up warning devices.

12.08 Vehicle Signage and Painting. Collection vehicles shall have signage in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle that clearly states the CONTRACTOR'S name, the CONTRACTOR'S Customer service telephone number and the number of the vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Waste programs. CONTRACTOR shall repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the City Representative.

12.09 Vehicle Maintenance. CONTRACTOR shall maintain collection vehicles in a clean condition and in good repair at all times and ensure that no Collected materials, oil, grease, or other substances will blow, fall out, escape or leak out of the vehicle, with the exceptions of vehicle emission. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to CITY. CONTRACTOR shall wash all collection vehicles at least once a week.

12.10 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all collection vehicles. The log shall at all times be accessible to CITY by physical inspection upon request of City Representative, and shall show, at a minimum, each vehicles' CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

12.11 Equipment Inventory. On or before January 1, 2014, and January 1st annually thereafter, CONTRACTOR shall provide to CITY an inventory of collection vehicles and major equipment used by CONTRACTOR for collection or transportation and performance of services under this Agreement. The inventory shall indicate each collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance status. CONTRACTOR shall submit to the City Representative, either by Fax or e-mail, an updated inventory annually to the CITY or more often at the request of the City Representative. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all collection vehicles meet the requirements of this Agreement.

12.12 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

## **ARTICLE 13. Customer Service**

13.01 Customer Service Program. CONTRACTOR shall develop, implement, and maintain a Customer Service Program approved by the CITY to ensure that all services



**Collection Service Agreement****December 9 , 2013**

provided under this Agreement are provided a high quality. CONTRACTOR'S Customer Service Plan is attached as **Exhibit 9** of this Agreement.

13.02 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office that provides toll-free telephone access to residents and businesses of the CITY and is staffed by trained and experienced Customer Service Representatives (CSRs). Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 8:00 a.m. to 5:00 p.m. on regularly scheduled Work Days (Monday through Friday) and when service is scheduled to be provided on Saturdays. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day morning.

13.03 City Hall Billing Kiosk. The CONTRACTOR shall provide a CSR, at City Hall, to assist in billing related inquiries, accept customer payments, and provide any other assistance to CITY or customers beginning January 15, 2014 and ongoing through the term of this agreement. CONTRACTOR may rent a full workstation from CITY at a rate mutually agreed upon by CONTRACTOR and CITY. The CSR shall be at City Hall during normal CITY business days and office hours on a work schedule mutually agreed upon by CONTRACTOR and City.

13.04 Emergency Contact. The CONTRACTOR shall provide the City Representative with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours with a two (2) hour response time.

13.05 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and such other languages as CITY may reasonably direct. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

13.06 Service Recipient Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least ten (10) incoming calls at one (1) time. CONTRACTOR shall record all calls including any inquiries, service requests and complaints into a Customer service log.

13.06.1 Response to Calls. All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Service Recipient can leave a message. CONTRACTOR'S Customer service representative shall return Service Recipient calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR shall make minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

13.07 Website. CONTRACTOR shall develop and maintain a state-of-the-art website "San Fernando Recycles" dedicated to services provided in the CITY that is accessible by the public. The web site shall include answers to frequently asked questions, rates for Collection Services, listing and description of Recyclable Materials and Organic Waste, Collection Service

**Collection Service Agreement****December 9 , 2013**

schedules and maps, and other related topics. CONTRACTOR shall arrange for the CITY'S website to include an e-mail link to CONTRACTOR and a link to CONTRACTOR'S website. The CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and request services or service changes. CONTRACTOR's website shall also promote reuse and recycling and other materials as requested by the CITY. The CITY shall review and approve CONTRACTOR'S website.

## **ARTICLE 14. Public Outreach Services**

**14.01 Public Outreach Services.** CONTRACTOR, at its own expense, shall prepare, submit and implement an annual (Agreement Year) Public Education and Outreach Plan that incorporates key features of CONTRACTOR'S Public Education Plan (**Exhibit 6**). The proposed action plans must be submitted annually for CITY approval no later than April 1, 2015, and no later than April 1<sup>st</sup> each Agreement Year thereafter. The program must include a specific steps designed to increase diversion and participation, for the City's residents, businesses, and Public Schools. Campaigns should target certain diverted materials or "problem" areas of the CONTRACTOR'S Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the City Representative and CONTRACTOR staff. The CONTRACTOR shall provide space in CONTRACTOR'S public outreach materials, such as mailers, flyers and newsletters, for the CITY to include announcements, community information, articles, and photographs. The Public School campaigns shall correspond with the school year and should target student, faculty and staff participation in the diversion of Recyclable Materials.

**14.02 Community Involvement.** In consideration of the rights granted by this Agreement, CONTRACTOR has agreed to and shall provide the following community services:

**14.02.1 Earth Day Tree Event.** CONTRACTOR shall donate at least 100 trees per year in the City as part of the Tree City USA activities. Contractor will work closely with CITY staff to provide readily available oak trees or select the most appropriate tree types and specifications for planting within the City.

**14.02.2 Garden Project Support.** CONTRACTOR will provide to CITY expertise and resources in planned San Fernando garden projects, streetscape projects, and designated tree focus areas throughout the following procedures: Soil technicians will gather solid samples from growing areas designated by CITY and send them to a state-certified lab for analysis and resting; laboratory results will be forwarded to a listed PCA Agronomist to provide written recommendations for improving soil quality and matching soil quality (fertility, organics, ph, etc.) to appropriate plantings. As a follow up petiole (leaf) samples will be analyzed at a State-certified lab to verify that the plant is healthy and receiving all nutritional components. All of the above mentioned activities and services will be funded at Contractors expense.

**14.02.3 Special Event Support.** CONTRACTOR will provide, at no charge to the CITY, Debris Boxes and Bins at CITY sponsored special events that may arise during the term that are in addition to the events identified in **Exhibit 5**.

**14.02.4 Education Packets.** CONTRACTOR will provide education packets, including but not limited to Recycling Rosie Curriculum and availability and content of a once annual Republic recycling assembly for grades preschool through Grade 3, for all private and public elementary schools in San Fernando, to increase awareness of and support for the



**Collection Service Agreement****December 9 , 2013**

residential recycling program, as well as to increase understanding of the benefits of recycling and the cyclical nature of the environment. Contractor will completely fund the design and printing of these packets and distribute them annually to teachers with additional information available for download from CONTRACTORS website.

14.02.5 Compost and Woodchips Delivery. As needed and identified by CITY staff, CONTRACTOR will annually provide compost and woodchips for City sites such as local parks, and planned City garden projects. Contractor will also donate compost and wood chips annually to San Fernando schools based on needs identified by school maintenance and landscape staff. In some cases, these donations will be linked with LAUSD and State Education Department Garden programs.

14.03 Recycling Coordinator / CSR. CONTRACTOR will provide for the equivalent one (1) full-time Recycling Coordinator / CSR dedicated to the CITY. CONTRACTOR may use an Approved Subcontractors as listed in **Exhibit 4** to perform some or all the duties normally assigned to the Recycling Coordinator.

14.04 Cesar Chavez Scholarship Program. CONTRACTOR will fund and run an annual scholarship program for college-bound high school seniors, with up to \$1,000.00 for each recipient.

14.05 Neighborhood Watch Clean-up Events. CONTRACTOR will team with local police department and/or other organizations and City departments to assist in running Neighborhood Watch Clean-up Events. Field-trips. CONTRACTOR will conduct regular field trips for all students, residents, business owners and seniors at its local facilities, including its new education center at Sunshine Canyon Landfill.

14.06 Residential Star and Community Zone Recycling Rewards Program. CONTRACTOR will develop a My Republic Residential Star Rewards Program for CITY residents that incentivizes recycling and provides a total reward amount estimated to be \$3,500.00 annually to be provided as gift cards to be used in San Fernando businesses. In addition, CONTRACTOR will also organize a Community Zone Recycling Rewards Program that will provide a total of \$1,000 for local charities based each Community's Zones that recycles the most material per Agreement Year. CONTRACTOR and CITY will agree on the Community Zones. The value of the Recycling Rewards Program is estimated to reach \$5,000 annually.

14.07 Books Recycling Programs. CONTRACTOR shall promote and provide Books Recycling Programs as specified in **Exhibit 6**.

14.08 Annual Large Green Waste Shred Day Events. CONTRACTOR shall sponsor and conduct One (1) Annual Large Green Waste Shred Day Event each Agreement Year. The Annual Shred Day will allow the CITY and Customers shredding services for Large Green Waste. The CITY and CONTRACTOR shall work together to coordinate the Annual Large Green Waste Shred Day Event on a date, time, and terms with the Quarterly Community Drop-off Events and the Annual Paper Shred Day Events.

14.09 Semi-Annual Paper Waste Shred Day Events. CONTRACTOR shall sponsor and conduct two (2) Annual Paper Shred Day Events each Agreement Year. The Annual Paper Shred Day will allow the CITY and Customers shredding services for personal documents. The CITY and CONTRACTOR shall work together to coordinate the Annual Paper Shred Day Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Quarterly Community Drop-off and Compost Donation Events.

**Collection Service Agreement****December 9 , 2013**

14.10 Quarterly Community Drop-Off and Compost Donation Events. CONTRACTOR will conduct quarterly drop off events where residents may drop off Bulky Waste, Universal Waste, reusable clothing, E-waste, or Green Waste. CONTRACTOR will provide compost to residents during these events. CONTRACTOR will coordinate with local charities and non-profit groups for the use of any usable items dropped off at the events. CITY and CONTRACTOR shall work together to coordinate the Quarterly Community Drop-off and Compost Donation Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Annual Paper Shred Day Events.

14.11 Los Angeles Unified School District (LAUSD) Education and Outreach. CONTRACTOR will extend education and outreach curriculum to all schools in CITY, including non-LAUSD schools, as specified in **Exhibit 6**.

14.12 Backyard Compost and Worm Bin Promotion. CONTRACTOR will promote backyard composting and underwrite 50 percent of the cost of compost and worm bins for CITY residents. CONTRACTOR will provide a minimum of two (2) Composting Workshops per year, as specified in **Exhibit 7**.

14.13 Ongoing Diversion and Education Program Management. CONTRACTOR will incorporate a monthly program management report which will include a timetable for implementation of diversion and education and outreach program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key initiatives.

14.14 Local Vendors. To the extent possible, CONTRACTOR will utilize local San Fernando vendors to purchase good and services such items such as printing, and vehicle parts, and fuel.

14.15 Use of CITY CNG Fuel Station. To the extent possible and when available, CONTRACTOR will utilize the CITY's CNG fuel station to fuel CONTRACTOR's collection vehicles. The cost of fuel will be negotiated between the CITY and CONTRACTOR and/or will not exceed CONTRACTOR's then current fuel charge.

14.16 Annual Collection Service Notice. Each Agreement Year during the term of this Agreement, the CONTRACTOR shall publish and distribute separate notices to all SFD Service Units regarding the SFD Collection Service, to all MFD Service Units regarding MFD Collection Service, and to all Commercial Service Units regarding Commercial Collection Service. To the extent appropriate, based on the category of Customer receiving the notice, it shall contain at a minimum: definitions of the materials to be collected, procedures for setting out the materials, Collection and disposal options for unacceptable materials such as Hazardous Waste, maps of the Service Area indicating the day of the week that Collection Service will be provided, and the CONTRACTOR Customer service phone number and website address. The notice shall be provided in English, and other languages as reasonably directed by the CITY, and shall be distributed by the CONTRACTOR no later than November 1<sup>st</sup> each Agreement Year.

14.17 Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the City Representative. In the event the CONTRACTOR and the City Representative cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

**Collection Service Agreement****December 9 , 2013**

14.18 News Media Relations. CONTRACTOR shall notify the City Representative by Fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the City Representative.

14.18.1 Copies of draft news releases or proposed trade journal articles shall be submitted to CITY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to CITY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

14.18.2 Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

## **ARTICLE 15. Emergency Service Provisions**

15.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the City Representative may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City Representative when it is anticipated that normal routes and schedules can be resumed. The City Representative shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in **Exhibit 1** to this Agreement provided the CONTRACTOR has first secured written authorization and approval from the CITY through the City Representative.

## **ARTICLE 16. Record Keeping & Reporting Requirements**

### **16.01 Record Keeping.**

16.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection. Gross Receipts derived from provision of the Collection Services shall be recorded as revenues in the accounts of the CONTRACTOR. These records shall be separate and segregated from other records maintained by CONTRACTOR for the provision of other services outside the scope of this Agreement as may be provided by CONTRACTOR. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than five (5) years following the close of each of the CONTRACTOR'S fiscal years.

16.01.2 Contractor Payments to the City. CONTRACTOR shall maintain records of all payments made to the CITY for all items listed in Article 10.03.

**Collection Service Agreement****December 9 , 2013**

16.01.3 Tonnage Records. CONTRACTOR shall maintain records of the quantities of (i) Refuse, Recyclable Material, and Green Waste and Food Waste collected, processed, composted, and disposed under the terms of this Agreement, and (ii) Recyclable Materials and Green Waste and Food Waste, by material type, purchased, sold, donated or given for no compensation, and residue disposed.

16.01.4 Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 16 or elsewhere in the Agreement.

16.02 Reporting Requirements. Monthly Reports shall be delivered to the City Representative no later than fifteen (15) calendar days after the end of the prior month. Quarterly reports shall be submitted to the City Representative no later than fifteen (15) calendar days after the end of the reporting quarter and annual reports shall be submitted to the City Representative no later than thirty (30) days after the end of each preceding calendar year. Monthly, quarterly and annual reports shall be submitted in hard copy, and shall be provided electronically via e-mail, or a compact disc using software acceptable to the CITY. Reports shall be submitted in a format mutually agreed upon between the CITY and CONTRACTOR.

16.02.1 Monthly Reports.

16.02.1.1 CONTRACTOR Payments to the City. CONTRACTOR shall report all payments made to the CITY as specified in Article 10.03, and CONTRACTOR'S Gross Revenues received delineated by SFD, MFD, Commercial, and City Collection Service.

16.02.1.2 Collection Service Census Data. CONTRACTOR shall deliver to CITY, Collection Service census data for all Service Units and shall be segregated by type of service and as appropriate, container size, number of containers and frequency of Collection.

16.02.1.3 Tonnage Data. CONTRACTOR shall deliver to CITY a listing of the actual tonnage collected, disposed, recycled, composted, and residue for the preceding month sorted between SFD, MFD Commercial and CITY Service Units, and between Debris Box Containers and all other containers to the extent practical.

16.02.2 Quarterly Reports. Quarterly reports to the CITY shall include:

16.02.2.1 Refuse Data. The number of SFD, MFD, CITY and Commercial Service Units and the number of Refuse Bins, Carts, Debris Boxes and Compactors by size and Service Unit type. A listing of the tonnage from all Collection Services, including Bulky Waste Collection Service, collected, diverted and disposed by the CONTRACTOR at the Disposal Facility for the preceding quarter sorted between SFD, MFD, Commercial and City Service Units. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.2 Recycling Data. The number of gross tons collected by material type for SFD, MFD, City and Commercial Recycling Collection Service, including Recyclable Materials collected as part of Bulky Waste Collection Service, for the preceding quarter. Indicate, by material type (and grade where appropriate), quarterly total of Recyclable Materials processed and sold including facility name and location, average price received per Ton and total Recycling Revenue received for the quarter. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.



**Collection Service Agreement****December 9 , 2013**

16.02.2.3 Green Waste Data. The number of gross tons collected for SFD, MFD, City and Commercial Green Waste Collection Service, including Green Waste collected as part of Bulky Collection Service, for the preceding quarter. Indicate the number of Green Waste Bins, Carts, Debris Boxes, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.4 Food Waste Data. The number of gross tons collected for MFD, City and Commercial Food Waste Collection Service, for the preceding quarter. Indicate the number of Food Waste Carts, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.5 Public Education and Information Activities. CONTRACTOR shall report on all public education and information activities undertaken during the period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services. This report shall discuss the impact of these activities on Recycling and Organic Waste program participation and provide details of events and activities planned for the next period.

16.02.2.6 Processing and Marketing Data. Recycling, Green Waste and Food Waste processing and marketing issues or conditions occurring during the previous quarter (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD, MFD, Commercial and CITY programs.

16.02.2.7 Customer Service Data. A summary narrative of praises, complements, and problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-collection Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant changes in operation, market factors, and publicity conducted and need for publicity. A copy of the customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pickups and responses to such calls.

16.02.2.8 Operational Problems and Actions Taken. Indicate instances of property damage or injury, poaching or scavenging, significant changes in operation, market factors, and publicity conducted and need for publicity. Include description of Organic Waste or Recyclable Materials loads rejected, reason for rejection and disposition of load after rejection.

16.02.2.9 Customer Base Data. CONTRACTOR shall provide, Customer base data consisting of the number of SFD, MFD, and Commercial Service Units billed, and City Collection Services sorted by service type, container size, number of containers, and frequency of Collection.

16.02.2.10 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the month and those planned or proposed for the upcoming quarter.

16.02.2.11 Summary of Contractor Payments to the City. A summary of all payments made to the CITY as specified in Article 10.03, for the reporting period.

16.02.3 Annual Reports. The annual report submitted to the CITY shall include all quarterly reports in Articles 16.02.2.1 through 16.02.2.11 summarized by quarter and

**Collection Service Agreement****December 9 , 2013**

averaged for the calendar year. For all annual reports beginning with the report for the second Agreement Year, the CONTRACTOR shall also include a historical comparison of the last calendar year and the average of all calendar years.

16.02.3.1 Gross Revenues and Franchise Fees. A summary of the prior year's Gross Revenues received and franchisee fees paid broken down by SFD, MFD and Commercial Service Units.

16.02.3.2 Account Data. Account data for SFD, MFD, Commercial Service Units and City Service Units including the total number of accounts serviced, and the number of accounts, account names and addresses of Collection locations per each service category.

16.02.3.3 Equipment Inventory. Updated complete inventory of collection and major processing equipment including stationary, rolling stock and collection containers by type and size.

16.02.3.4 Public Education and Information Activities. Public education and information activities undertaken during the year, including distribution of newsletters, billing inserts, other notices, collection notification tags, community information and events, tours and other activities related to the provisions of services.

16.02.3.5 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the year and those planned or proposed for the upcoming year. CONTRACTOR shall provide information describing if the activity was undertaken in the previous Agreement Year or not and if not why it was added. For those activities that are not being continued, CONTRACTOR shall describe the reason the activity has been discontinued and the activity that is replacing it.

16.03 Additional Reporting. The CONTRACTOR shall furnish the CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

## **ARTICLE 17. Nondiscrimination**

17.01 Nondiscrimination. In the performance of all work and services under this Agreement, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

## **ARTICLE 18. Service Inquiries and Complaints**

18.01 CONTRACTOR'S Customer Service. CONTRACTOR shall at all times provide office staff and office hours, including personnel to answer phones and phone answering capabilities when CONTRACTOR'S office is closed, as specified in Article 13 of this Agreement. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt, courteous, and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the City Representative.

**Collection Service Agreement****December 9 , 2013**

18.01.1 The CONTRACTOR will utilize a customer service log to maintain a record of all inquiries and complaints in a manner prescribed by the CITY.

18.01.2 For those complaints related to missed Collections that are received by 12:00 noon on a Work Day, the CONTRACTOR will return to the Service Unit address and collect the missed Carts or Bins before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, the CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.

18.01.3 CONTRACTOR agrees that it is in the best interest of the CITY that all Refuse, Recyclable Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally be collected as set forth herein regardless of the reason that the Collection was missed. However, in the event a Service Recipient reports missed Collection Service more than two (2) times in any consecutive two (2) month period the City Representative will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify the City Representative, either by Fax or e-mail. The City Representative will investigate all disputed complaints and render a decision.

## **ARTICLE 19. Quality of Performance of Contractor**

19.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use to the extent feasible.

19.02 Service Supervisor. CONTRACTOR has designated a supervisor to be in charge of the Collection Service within the Service Area. At least thirty (30) calendar days prior to replacing the designated supervisor CONTRACTOR shall notify CITY in writing of the name and qualifications of the new service supervisor to the extent possible. CONTRACTOR shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the City Representative through the use of a mobile telephone at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The service supervisor shall provide the CITY with an emergency phone number where the supervisor can be reached outside of normal business hours.

19.03 Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, CITY, and CITY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to CITY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent



**Collection Service Agreement****December 9 , 2013**

reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to CITY, Customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CITY Initial Here \_\_\_\_\_

CONTRACTOR Initial Here 

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

<b>LIQUIDATED DAMAGES</b>		
<b>Item</b>		<b>Amount</b>
a.	Failure or neglect to respond to each complaint by the close of the next working day.	\$100 per incident per Service Recipient.
b.	Failure to maintain equipment in a clean, and sanitary manner not cured within 24 hours of notice from the CITY.	\$100 per incident per day.
c.	Failure to have a vehicle operator properly licensed.	\$100 per incident per day.
d.	Failure to maintain office hours as required by this Agreement.	\$100 per incident per day.
e.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	\$100 per incident per day.
f.	Failure to display CONTRACTOR'S name and customer service phone number on collection vehicles.	\$100 per incident per day.
g.	Failure to collect a missed Collection by close of the next Work Day upon notice to CONTRACTOR.	\$100 per incident per day.
h.	Failure to repair or replace damaged Carts or Bins within the time required by this Agreement.	\$100 per incident per day.
i.	Failure to deliver or exchange Carts or Bins within the time required by this Agreement.	\$100 per incident per day.
j.	Failure to meet vehicle noise requirements.	\$100 per incident per day.
k.	Failure to maintain Collection hours as required by this Agreement.	\$250 per incident per day.



**Collection Service Agreement****December 9 , 2013**

<b>LIQUIDATED DAMAGES</b>		
<b>Item</b>		<b>Amount</b>
l.	Failure to offer and provide adequate processing capacity of Recyclable Materials and Organic Waste for MFD and Commercial Service Units.	\$250 per incident per day.
m.	Failure to have CONTRACTOR personnel in proper uniform.	\$250 per incident per day.
n.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel within 30 days of agreed on repair.	\$500 per incident per location.
o.	Failure to repair damage to CITY property caused by CONTRACTOR or its personnel within 30 days of agreed repair.	\$500 per incident.
p.	Failure to repair damage to City Streets directly caused by CONTRACTOR beyond normal operating wear and tear within 30 days of agreed repair.	\$500 per incident and the actual cost of repair to CITY'S satisfaction — no cost to CITY.
q.	Failure to clean up spillage or litter caused by CONTRACTOR within 24 hours.	\$500 per incident per location.
r.	Failure to properly cover materials in collection vehicles.	\$500 per incident.
s.	Changing residential Collection days without proper notification to the City Representative.	\$500 per incident per day.
t.	Commingling Refuse with Recyclable Materials.	\$500 per incident.
u.	Failure to provide adequate primary and alternate capacity to accept and process Recyclable Materials or Organic Waste.	\$500 per day.
v.	Disposal of Recyclable Materials or Organic Waste in the Disposal Facility without first obtaining the required permission of the CITY.	\$500 per load.
w.	Failure to deliver any Collected materials to the CITY approved Disposal Facility, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000 each failure.
x.	Delivery to the Disposal Facility of any Refuse collected outside of the City boundaries of San Fernando commingled with that collected as part of this Agreement.	\$5,000 each delivery.

**Collection Service Agreement****December 9 , 2013**

<b>LIQUIDATED DAMAGES</b>		
<b>Item</b>		<b>Amount</b>
y.	Commingling of Refuse materials collected inside and outside the City of San Fernando.	\$1,000 per incident.
z.	Failure to meet minimum annual Diversion Guarantee	The current disposal cost/ton for each ton under the diversion guarantee.
aa.	Failure to meet minimum annual Diversion Guarantee for two consecutive years.	May result in the denial of an extension to this Agreement.
bb.	Failure to provide Sharps in the manner set out in this Contract.	\$150 per incident per day

19.04 Procedure for Review of Liquidated Damages. The City Representative may assess liquidated damages pursuant to this Article on a monthly basis. At the end of each month during the term of this Agreement, the City Representative may issue a written notice to CONTRACTOR ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

19.04.1 The assessment shall become final unless, within thirty (30) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the City Representative to present evidence that the assessment should not be made.

19.04.2 The City Representative shall schedule a meeting between CONTRACTOR and the City Manager or the City Manager's designee as soon as reasonably possible after timely receipt of CONTRACTOR'S request.

19.04.3 The City Manager or the City Manager's designee shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

19.04.4 In the event CONTRACTOR does not submit a written request for a meeting within thirty (30) calendar days of the date of the Notice of Assessment, the City Representative's determination shall be final and CONTRACTOR shall submit payment to CITY no later than fifteen (15) calendar days following final determination. Or at the sole option of CITY, if monies are owed to CONTRACTOR, CITY may deduct the liquidated damages from amounts otherwise due to CONTRACTOR.

19.04.5 CITY'S assessment or collection of liquidated damages shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR'S failure to perform the work and services in the manner set forth in this Agreement.

19.05 Lockouts. Because it is the intent of this Agreement that CONTRACTOR shall consistently provide the highest level of services to the residents of San Fernando,

**Collection Service Agreement****December 9 , 2013**

CONTRACTOR shall never institute a lockout of any or all of its employees unless CONTRACTOR has previously provided an alternate plan of continuing the highest level of services during the entire possible period of such a lockout with ample fully trained substitutes for all such locked out employees, and CITY has approved such alternate plan in writing prior to such lockout being instituted by CONTRACTOR. In addition, CONTRACTOR shall fully defend, indemnify and hold harmless CITY against anything whatsoever related to any such lockout as provided in Article 23 hereof, including but not limited to any claims, proceedings, or suits against CITY relating to any such lockout. Compliance with this Article shall in no way prevent the imposition of liquidated damages pursuant to Articles 19.03 and 19.04 hereof if CONTRACTOR fails to meet the standards or violates any provision as set forth in Article 19.03 a. through z. and aa. hereof.

## ARTICLE 20. Billing Audit and Performance Reviews

### 20.01 Billing Audit and Performance Review

20.01.1 Selection and Cost. In addition to the Performance Review as described in Article 2.01.1, The CITY may conduct two (2) Billing Audit and Performance Reviews ("review") of the CONTRACTOR'S performance during the initial term of this Agreement. The review will be performed by a qualified firm under contract to the CITY. The CITY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from the CONTRACTOR. The CONTRACTOR shall be responsible for the cost of the review up to a maximum of **Seventy-Five Thousand Dollars (\$75,000.00)** for each review.

20.01.2 Purpose. The review shall be designed to meet the following objectives:

20.01.2.1 Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

20.01.2.2 Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to the CITY.

20.01.2.3 Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Collection Service Agreement.

20.01.2.4 Verify the diversion percentages reported by the CONTRACTOR.

20.01.3 CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested data, including operational data, financial data and other data requested by the CITY within thirty (30) Work Days. Failure of the CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

20.01.4 Additional Billing Audit and Performance Review. In the event that a review concludes that CONTRACTOR is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, the CITY may conduct an additional Billing Audit and Performance Review (in addition to the two (2) reviews already allowed and in addition to the Performance Review described in Article 2.01.1) to ensure that CONTRACTOR has cured any such area of non-compliance. CONTRACTOR shall be responsible for the cost of any such Additional Billing Audit and Performance Review.

**Collection Service Agreement****December 9 , 2013**

20.02 City Requested Program Review. The CITY reserves the right to require the CONTRACTOR to periodically conduct reviews of the SFD and MFD and Commercial Refuse, Recyclable Materials, and Organic Waste Collection programs to assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per Customer, average volume of Green Waste and/or Food Waste per setout per Customer, participation level, contamination levels, etc. Prior to the program evaluation review, CITY and CONTRACTOR shall meet and discuss the purpose of the review and agree on the method, scope, and date to be provided by the CONTRACTOR.

20.03 Cooperation with Other Program Reviews. If the CITY wants to collect program data, perform field work, conduct route audits to investigate Customer participation levels and setout volumes and/or evaluate and monitor program results related to Refuse, Recyclable Materials and Organic Waste collected in the CITY by the CONTRACTOR, the CONTRACTOR shall cooperate with the CITY or its agent(s). CONTRACTOR shall also cooperate with any waste generation studies conducted by the CITY or its agent(s).

## ARTICLE 21. Performance Bond

21.01 Performance Bond. A performance bond must be furnished by the CONTRACTOR within fifteen (15) calendar days of notification to the CONTRACTOR that the Agreement has been executed. The CONTRACTOR shall furnish to the CITY, and keep current, a performance bond in a form with language that is acceptable to the CITY, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of **Five Hundred Thousand Dollars (\$500,000.00)**.

21.02 Renewal. Beginning April 1, 2015, and each April 1<sup>st</sup> thereafter, CONTRACTOR shall have the performance bond renewed annually and be executed by a surety company that is acceptable to the CITY; an admitted surety company licensed to do business in the State of California; has an "A:VII" or better rating by A. M. Best or Standard and Poors; and is included on the list of surety companies approved by the Treasurer of the United States.

21.03 Letter of Credit. As an alternative to the performance bond required by Article 21.01, at CITY'S option, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Article 21.01. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the CITY'S name, and be callable at the discretion of the CITY. Nothing in this Article shall, in any way, obligate the CITY to accept a letter of credit in lieu of the performance bond.

## ARTICLE 22. Insurance

22.01 Insurance Policies. CONTRACTOR shall secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with CONTRACTOR'S performance of work or services under this Agreement. CONTRACTOR'S performance of work or services shall include performance by CONTRACTOR'S employees, agents, representatives and subcontractors.

22.02 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

22.02.1.1 Commercial General Liability: Insurance Services Office (ISO) Occurrence Form CG 0001 or, if approved by CITY, Claims Made Form No. CG0 0002. Automobile Liability: Insurance Services Office Form No. CA 0001, code 1 "any auto".



**Collection Service Agreement****December 9 , 2013**

22.02.2 Workers' Compensation Insurance as required by the State of California and Employers Liability Insurance.

22.02.3 Hazardous Waste and Environmental Impairment Liability Insurance.

22.02.4 Employee Blanket Fidelity Bond.

22.03 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

22.03.1 Commercial General Liability: **Five Million Dollars (\$5,000,000.00)** combined single limit per occurrence **Ten Million Dollars (\$10,000,000.00)** annual aggregate; including products and completed operations coverage.

22.03.2 Automobile Liability: **Three Million Dollars (\$3,000,000.00)** combined single limit per accident for bodily injury and property damage.

22.03.3 Workers' Compensation and Employers Liability: Workers' Compensation insurance as required by the State of California, with statutory limits, and Employers Liability insurance with limits of **One Million Dollars (\$1,000,000.00)** per accident.

22.03.4 Hazardous Waste and Environmental Impairment Liability: **Three Million Dollars (\$3,000,000.00) each occurrence/Ten Million Dollars (\$10,000,000.00)** policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of CITY, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.

22.04 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, CITY. CITY shall not withhold approval of any Deductible or Self-Insured Retention amounts where CONTRACTOR can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.

22.05 Endorsements. The liability policies are to contain, or be endorsed to contain, the following provisions:

22.05.1 The CITY, its officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; liability arising out of work or operations performed by or on behalf of the CONTRACTOR, including material parts or equipment furnished in connection with such work or operations; and with respect to Hazardous Waste, Pollution and/or Environmental Impairment Liability.

22.05.2 CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

22.05.3 The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

22.05.4 The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, or documentation that the CONTRACTOR carries

**Collection Service Agreement****December 9 , 2013**

environmental pollution liability coverage for solid waste transported by the CONTRACTOR. The Automobile Liability policy shall also be endorsed to add the Motor Carrier act endorsement (MCS-90) TL 1005, TL 1007 and /or other endorsements required by federal or state authorities.

22.06 Waiver of Subrogation CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

22.07 Cancellation. Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the CITY and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR'S obligations to CITY, its officers, officials, employees, agents or volunteers.

22.08 Claims Made Coverage. If General Liability or Hazardous Waste and Environmental Impairment Liability coverage is written on a claims-made from:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the CITY for review.

22.09 Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in California with a current A.M. Best's rating of no less than A:VII. If pollution and/or Environmental Impairment and/or errors and omission coverage are not available from an admitted insurer, the coverage may be written with the CITY's permission, by a non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher

22.10 Verification of Coverage. CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

22.11 Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

**Collection Service Agreement****December 9 , 2013**

22.11.1 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the CITY.

**City Representative or His/Her Designee  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340**

22.12 Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by the CITY, in writing, upon the request of CONTRACTOR if the CITY determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

## ARTICLE 23. Indemnification

23.01 Indemnification of the CITY. CONTRACTOR shall defend, with counsel acceptable to the CITY, indemnify and hold harmless, to the fullest extent allowed by law, CITY, its officers, officials, employees, volunteers agents and assignees (indemnities), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the operation of the CONTRACTOR, its agents, employees, contractors, and/or subcontractors, in exercising the privileges granted to it by this Agreement; (ii) the failure of the CONTRACTOR, its agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and (iii) the acts of CONTRACTOR, its agents, employees, contractors, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit injury, death or damage is also caused in part by any of the indemnitees' negligence.

23.02 The CONTRACTOR's obligation to defend, hold harmless, and indemnify shall not be excused because of the CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable to the claimant. The CONTRACTOR must respond within thirty (30) days to the tender of a claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If the CONTRACTOR fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the CONTRACTOR by virtue of this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until final disposition has been made or the claim or suit for damages, or until the CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnities.

23.03 Hazardous Substances Indemnification. The CONTRACTOR shall indemnify, defend with counsel acceptable to the CITY, protect and hold harmless the CITY, its officers, officials, employees, agents, assigns and any successor or successors to the CITY's interest from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages) injuries, hazardous materials response mediation and

**Collection Service Agreement****December 9 , 2013**

removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against CITY or its officers, officials, employees, agents, assigns, or contractors arising from or attributable to acts or omissions of CONTRACTOR, or its agents, including but not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes at any place where CONTRACTOR transports, stores, or disposes of Refuse pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code Section 25364, to defend insure, protect, hold harmless and indemnify the CITY from liability.

23.04 CalRecycle Diversion Goals. CONTRACTOR agrees to protect, indemnify, hold harmless, and defend CITY with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery ("CalRecycle") if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the CITY with respect to the materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement.

23.05 Maximum Service Rates. CONTRACTOR shall defend, with counsel acceptable to CITY hold harmless, and indemnify CITY, its officers, officials, employees, volunteers, agents and assignees from and against any loss, liability, penalties, forfeiture, claims, damages, demands, actions, proceedings or suits, in law or equity, of every kind and description, arising from the CITY's setting of Maximum Service Rates for Collection Services under this Agreement and/or in connection with the application of Article XIII C and Article XIII D of the California Constitution to the imposition, payment, or collection of Maximum Service Rates and fees for services provided by CONTRACTOR under and/or in connection with this Agreement, provided, however, that such obligation to defend, hold harmless and indemnify shall not apply to the imposition or payment of Solid Waste Fund Administrative Fees, Franchise Fees, or any other amounts payable to CITY under this Agreement.

23.06 Separate Counsel. CITY may elect to have separate legal counsel from CONTRACTOR at any time at its sole discretion, and in such case CONTRACTOR will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.

23.07 Consideration. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

23.08 Obligation. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 22 above.

23.09 Subcontractors. The CONTRACTOR shall require all subcontractors to enter into an Agreement containing the provisions set forth Articles 23.01, 23.02, 23.03, 23.04, 23.05,



**Collection Service Agreement****December 9 , 2013**

23.06, 23.07, and Article 22 in its entirety and in the preceding subsection in which Agreement the subcontractor fully indemnifies the CITY in accordance with this Agreement.

23.10 Exception. Notwithstanding Articles 23.01, 23.02 and 23.03, CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, its officers and employees shall not extend to any loss, liability, penalty, plain, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the CITY its officers or employees.

23.11 Damage by CONTRACTOR. If CONTRACTOR'S employees or subcontractors cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs, CONTRACTOR shall reimburse CITY for CITY'S cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTOR'S sole cost and expense.

## ARTICLE 24. Default of Agreement

24.01 Termination. The CITY may cancel this Agreement, except as otherwise provided below in this Article, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 41, upon the happening of any one of the following events:

24.01.1 The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

24.01.1.1 By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

24.01.2 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

24.01.3 The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due the CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

24.01.4 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

**Collection Service Agreement****December 9 , 2013**

24.01.5 In the event that the monies due the CITY under Article 24.01.3 above or an unsatisfied final judgment under Article 24.01.4 above is the subject of a judicial proceeding, the CITY may, at its option call the Performance Bond, or hold the CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the City Attorney; or

24.01.6 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory conformance with the requirements of Article 20, the service levels prescribed herein, or any of the rules and regulations promulgated by the CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the City Representative relative thereto; provided that said default is not cured within thirty (30) calendar days of receipt of written notice by the CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute concerning failure to remedy or diligence in pursuing a cure, the CONTRACTOR shall have the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day the CITY may secure the CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of the CITY under this Agreement to the CONTRACTOR shall cease and this Agreement may be deemed terminated by the CITY, and the CITY shall retain equipment, records and other property used in providing Collection Services on an interim basis until the CITY has made other suitable arrangements for the provision of Collection Services, which may include award of the Agreement to another contractor. Notwithstanding any other provision in this Agreement to the contrary, CITY's right to take interim possession of, or make use of, any of CONTRACTOR's equipment, including, without limitation, vehicles, Carts, Bins and containers, shall not allow the CITY to assign ownership of such vehicles, Carts, Bins and containers to another contractor and CITY acknowledges that the CONTRACTOR'S lender has a security interest in such equipment.

24.01.7 The CONTRACTOR has defaulted, by failing or refusing to deliver Refuse to the CITY's contracted Disposal Facility or the CITY'S contracted Organic Waste Processing Facility without prior written approval by the CITY to use an alternative disposal facility.

24.01.8 In the event that the Agreement is terminated, CONTRACTOR shall furnish the CITY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.

24.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR regardless of whether the CONTRACTOR has corrected each individual condition of default, the CITY in its sole discretion

**Collection Service Agreement****December 9 , 2013**

determines that the CONTRACTOR shall be deemed a "habitual violator", in which case the CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement. A history of liquidated damages imposed pursuant to Article 19 may be used as a basis for deeming the CONTRACTOR to be a habitual violator; however, any failure to have imposed liquidated damages where applicable shall not prevent use of the CONTRACTOR'S underlying failures from consideration for determining a habitual violator. In the event of any such subsequent default, the CITY may terminate this Agreement upon giving of final written notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Agreement.

**24.03 Effective Date.** In the event of the aforesaid events specified above, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR for failure to perform shall reimburse the CITY all direct and indirect costs of providing interim Collection Services.

**24.04 Immediate Termination.** CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Agreement, or if CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, or if CONTRACTOR fails to provide the proof of insurance as required by this Agreement, or if CONTRACTOR offers or gives any gift prohibited by CITY administrative policy.

**24.05 Termination Cumulative.** CITY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

**24.06 Force Majeure.** The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by CITY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall not include power outages, fuel shortages, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or any of its subcontractors. Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which



**Collection Service Agreement****December 9 , 2013**

merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.

## **ARTICLE 25. Modifications to the Agreement**

**25.01 Agreement Modifications and Changes in Law.** The CITY and the CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Refuse, Recyclables, or Organic Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Service Recipients of the CONTRACTOR located within the Service Area; provided, however that the CITY will not amend the Municipal Code in a way that is inconsistent with the Agreement unless compelled to do so by federal or state law. In the event any future change in law, modifications to the CITY Municipal Code, or directed changes by the CITY materially alters the obligations of the CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the CITY and the CONTRACTOR shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Article. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

**25.01.1 Compensation Adjustments.** In the event of a change in laws or regulations of any governmental agency that will require additional or different services to be provided by CONTRACTOR which are not otherwise covered by this Agreement, CONTRACTOR shall provide CITY with a written rate increase request for additional compensation to CONTRACTOR based on such additional or different services. If the proposed rate increase exceeds five percent (5%) and CITY does not agree with such rate increase, CITY, in addition to negotiating with CONTRACTOR may submit the matter to non-binding mediation upon the following terms and conditions in Article 25.06.1.

**25.02 City-Directed Changes.** CITY may direct CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 4 of this Agreement, direction of Refuse to a Disposal Facility other than that originally selected by the CITY, direction of Recyclable Materials or Organic Waste to a processing facility other than that selected by the CONTRACTOR, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of collection vehicles, and/or new requirements for Service Recipients are included among the kinds of changes which CITY may direct. CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

**Collection Service Agreement****December 9 , 2013**

25.03 Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from the CITY, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

- 25.03.1 Collection methodology to be employed (equipment, manpower, etc.).
- 25.03.2 Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- 25.03.3 Labor requirements (number of employees by classification).
- 25.03.4 Type of Carts or Bins to be utilized.
- 25.03.5 Provision for program publicity, education, and marketing.
- 25.03.6 Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

25.04 CONTRACTOR acknowledges and agrees that CITY may permit other contractors or companies besides CONTRACTOR to provide additional Collection Services and such other services not otherwise contemplated if CONTRACTOR and CITY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when CITY first requests a proposal from CONTRACTOR to perform such services.

25.05 Monitoring and Evaluation. If the CITY requests, the CONTRACTOR shall meet with the CITY to describe the progress of each new program and other service issues. If applicable, CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by the CONTRACTOR and/or CITY necessary to evaluate the performance of each program.

25.05.1 At each meeting, the CITY and CONTRACTOR shall have the opportunity to discuss revisions to the program. The CITY shall have the right to terminate a program if, in its sole discretion, the CONTRACTOR is not cost effectively achieving the program's goals and objectives. Prior to such termination, the CITY shall meet and confer with the CONTRACTOR for a period of up to ninety (90) calendar days to resolve the CITY'S concerns. Thereafter, the CITY may utilize a third party to perform these services if the CITY reasonably believes the third party can improve on CONTRACTOR'S performance and/or cost. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

25.06 Dispute Resolution. All disputes relating to service or compensation changes as specified in Articles 25.01, 25.02 or 25.03 of this Agreement shall be resolved by the following procedures:

25.06.1 Mediation. The parties shall first participate in non-binding mediation of any dispute arising under this Agreement (whether contract, tort, or otherwise), as provided hereafter:

25.06.1.1 The party desiring mediation shall first give written notice thereof to the other party to this Agreement, specifying the dispute to be mediated.

**Collection Service Agreement****December 9 , 2013**

25.06.1.2 The mediation shall be held at San Fernando, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and a mediator chosen pursuant to the rules of the American Arbitration Association.

25.06.1.3 At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to negotiate on behalf of the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation.

## **ARTICLE 26. Legal Representation**

26.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

## **ARTICLE 27. Financial Interest**

27.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the CITY has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

## **ARTICLE 28. Contractor's Personnel**

28.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

28.01.1 The CITY may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

28.01.2 CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

28.01.3 Each driver of a collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

**Collection Service Agreement****December 9 , 2013**

28.01.4 Each driver of a collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

28.01.5 CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CITY.

28.01.6 The CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all collection vehicles.

## **ARTICLE 29. Exempt Waste**

29.01 The CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations.

## **ARTICLE 30. Independent Contractor**

30.01 In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, Workers Compensation benefits, or any other compensation or benefits, which accrue, to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such compensation or benefits.

## **ARTICLE 31. Laws to Govern**

31.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and shall govern the interpretation of this Agreement.

## **ARTICLE 32. Consent to Jurisdiction**

32.01 The parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Southern District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

## **ARTICLE 33. Assignment**

33.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the CITY shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately



**Collection Service Agreement****December 9 , 2013**

terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

33.02 The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the City Representative to subcontract such services and the City Representative has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The City Representative shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in **Exhibit 4** to this Agreement are hereby approved by the CITY.

33.03 For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty-one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

33.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY'S residents and businesses, and that CITY has selected CONTRACTOR to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its Refuse, Recyclable Materials and Organic Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Refuse, recycling and Organic Waste management practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

## **ARTICLE 34. Compliance with Laws**

34.01 In the performance of this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Municipal Code of the City of San Fernando.



**Collection Service Agreement****December 9 , 2013**

34.02 CITY shall provide written notice to CONTRACTOR of any planned amendment of the CITY Municipal Code that would substantially affect the performance of CONTRACTOR'S services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

**ARTICLE 35. Permits and Licenses**

35.01 CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City Representative.

**ARTICLE 36. Ownership of Written Materials**

36.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by CITY or CONTRACTOR in connection with the services to be performed under this Agreement, whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of CITY without limitation or restrictions on the use of such materials by CITY. CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Representative. This Article does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

**ARTICLE 37. Waiver**

37.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies, which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

**ARTICLE 38. Prohibition Against Gifts**

38.01 CONTRACTOR represents that CONTRACTOR is familiar with CITY'S prohibition against the acceptance of any gift by a CITY officer or designated employee. CONTRACTOR shall not offer any CITY officer or designated employee any gifts prohibited by the CITY.

**ARTICLE 39. Point of Contact**

39.01 The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the City Representative.

**ARTICLE 40. Conflict of Interest**

40.01 CONTRACTOR shall comply with CITY requirements for conflict of interest and will file all required disclosure statements.

**Collection Service Agreement****December 9 , 2013****ARTICLE 41. Notices**

41.01 Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the CITY:

**City Representative or his/her designee**  
**San Fernando City Hall**  
**117 Macneil Street**  
**San Fernando, CA 91340**  
**Telephone: (818) 898-1201**  
**Fax: (818) 361-7631**  
**E-mail:**

As to the CONTRACTOR:

**James Pledger, General Manager**  
**Republic Services, Sun Valley Division**  
**9200 Glenoaks Blvd, Sun Valley, CA 91352**  
**Telephone: (818) 683-1616**  
**Fax: (310) 323-6063**  
**E-Mail: [jpledgerIII@republicservices.com](mailto:jpledgerIII@republicservices.com)**

41.02 Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. Receipt is deemed to have taken place within three (3) working days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

41.03 Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent as required above by the end of the Work Day.

**ARTICLE 42. Transition to Next Contractor**

42.01 In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Carts and Bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of Carts and Bins, as appropriate, to CITY; including transporting such containers to a location designated by the City Representative; coordinating Collection of materials set out in

**Collection Service Agreement****December 9 , 2013**

new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

## **ARTICLE 43. Contractor's Records**

43.01 CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

43.02 CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

43.03 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Representative, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the CITY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

43.04 Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

## **ARTICLE 44. Entire Agreement**

44.01 This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

## **ARTICLE 45. Severability**

45.01 If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

## **ARTICLE 46. Right to Require Performance**

46.01 The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**Collection Service Agreement****December 9 , 2013****ARTICLE 47. All Prior Agreements Superseded**

47.01 This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, contracts and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, Agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, Agreements or contracts, whether oral or written.

**ARTICLE 48. Headings**

48.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

**ARTICLE 49. Exhibits**

49.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

**ARTICLE 50. Representations and Warranties**

The CONTRACTOR, by acceptance of this Agreement, represents and warrants the conditions presented in the Article.

50.01 Corporate Status. The CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of the State of California ("State"). It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

50.02 Corporate Authorization. CONTRACTOR has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of CONTRACTOR (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of CONTRACTOR represents and warrants that they have the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the CONTRACTOR.

50.03 Agreement Will Not Cause Breach. To the best of CONTRACTOR'S knowledge after responsible investigation, the execution or delivery of this Agreement or the performance by CONTRACTOR of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to CONTRACTOR; or (ii) any term or condition of any judgment, order, decree, of any court, administrative agency or other governmental authority, or any Agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of its properties or assets are bound, or constitutes a default hereunder.

50.04 No Litigation. To the best of CONTRACTOR'S knowledge after responsible investigation, 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 decided,



**Collection Service Agreement****December 9 , 2013**

pending or threatened against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate would:

50.04.1 Materially adversely affect the performance by CONTRACTOR of its obligations hereunder;

50.04.2 Adversely affect the validity or enforceability of this Agreement; or

50.04.3 Have a material adverse effect on the financial conditions of CONTRACTOR, or any surety or entity guaranteeing CONTRACTOR'S performance under this Agreement.

50.05 No Adverse Judicial Decisions. To the best of CONTRACTOR'S knowledge after responsible investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

50.06 No Legal Prohibition. To the best of CONTRACTOR'S knowledge after reasonable investigation, there is no Applicable Law in effect on the date CONTRACTOR signed this Agreement that would prohibit the CONTRACTOR'S performance of its obligations under this Agreement and the transactions contemplated hereby.

50.07 CONTRACTORS Statements. The CONTRACTOR'S proposal and other supplemental information submitted to the CITY, which the CITY has relied on in awarding and entering this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

50.08 CONTRACTOR'S Investigation. CONTRACTOR has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. CONTRACTOR has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

50.09 Ability to Perform. CONTRACTOR possesses the business, professional, and technical expertise to collect, Transport, and Process the Refuse, Recyclable Materials, Organic Waste, and Bulky Waste generated in the CITY. CONTRACTOR possesses the ability to secure equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

50.10 Voluntary Use of Approved Disposal Location and Approved Composting Site. The CONTRACTOR, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facility for the purposes of Disposing of all Refuse collected in the CITY and Approved Composting Site for Composting all Organic Waste collected in the CITY. Such decision by CONTRACTOR in no way constitutes a restraint of trade notwithstanding any Change in law regarding flow control limitations or any definition thereof.

50.11 Recognizing Labor Rights. CONTRACTOR recognizes, and agrees to continue to recognize, the right of its employees to peacefully organize and to file a valid petition seeking a lawful election conducted by the National Labor Relations Board. Such secret ballot election would determine if a majority of the subject employees want a labor organization to be their

**Collection Service Agreement****December 9 , 2013**

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exclusive representative in collective bargaining with the CONTRACTOR. CONTRACTOR agrees to engage in good faith negotiations with any current and duly elected labor organization of the subject employees, and to meet at reasonable times to discuss wages, hours and other terms and conditions of employment. CONTRACTOR also represents that during negotiations with such duly elected labor organization, if necessary, it would support the use of a federal mediator and a reasonable cooling off period, if requested in writing by either party.

**ARTICLE 51. Effective Date**


This Agreement shall become effective at such time as it is properly executed by the CITY and the CONTRACTOR and the CONTRACTOR shall begin Collection Services, as covered herein, as of February 15, 2014.

**Collection Service Agreement****December 9 , 2013**

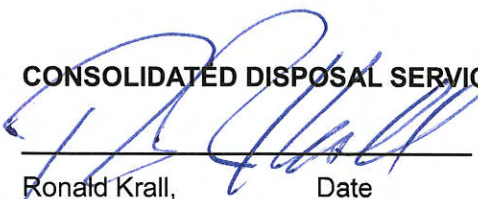
IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

**CITY OF SAN FERNANDO**

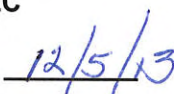
Donald E. Penman  
Interim City Manager



Date

**CONSOLIDATED DISPOSAL SERVICE, LLC**

Ronald Krall,  
Vice President



Date



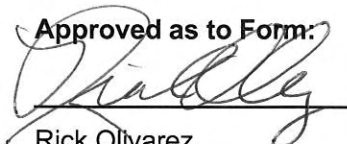
City of San Fernando Business License Number

**The foregoing Agreement has been reviewed and approval is recommended:**

Resolution No.

Approved by City Council

**Approved as to Form:**




Rick Oliyarez  
City Attorney

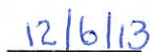


Date

**Attest:**



Elena G. Chavez  
City Clerk



Date

**Collection Service Agreement****December 9, 2013**

Exhibit 1a MAXIMUM SERVICE RATES – SFD SERVICES		
Processing / Disposal Cost Per Ton		Facility Name
<u>\$30.00</u> /Ton Refuse Disposal		<u>Sunshine Canyon Landfill</u>
<u>\$0.00</u> /Ton Processed Recyclable Material		<u>Sun Valley Paper Stock</u>
<u>\$44.00</u> /Ton Processed Organic Waste		<u>Conservation Station</u>
<b>A. BASE SERVICE – SFD CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION IN 64 GALLON CARTS)</b>		
<b>A1</b>	<b>STANDARD MONTHLY SOLID WASTE COLLECTION RATE – CURBSIDE</b>	<b><u>\$14.99</u></b>
<b>B. ADDITIONAL SERVICES – AT CUSTOMER REQUEST</b>		
<b>B1</b>	<b>MONTHLY SOLID WASTE COLLECTION RATE – BACKYARD</b>	<b><u>\$19.99</u></b>
	Additional <b>Curbside</b> Refuse Cart (added to Line A1)	<b><u>\$5.00</u></b>
	Additional <b>Backyard</b> Refuse Cart (added to Line B1)	<b><u>\$5.00</u></b>
	Additional <b>Curbside</b> Recycling Cart (added to Line A1)	<b><u>\$0.00</u></b>
	Additional <b>Backyard</b> Recycling Cart (added to Line B1)	<b><u>\$0.00</u></b>
	Additional <b>Curbside</b> Organic Waste Cart (added to Line A1)	<b><u>\$0.00</u></b>
	Additional <b>Backyard</b> Organic Waste Cart (added to Line B1)	<b><u>\$0.00</u></b>
	Additional Cart Exchange	<b><u>\$5.00</u></b> each additional cart/occurrence
	Additional Cart Replacement	<b><u>\$5.00</u></b> each additional cart/occurrence
	Additional Bags/Lifts Collection in excess of 1 per quarter	<b><u>\$3.75</u></b> each cubic yard/bag
	Additional Large Item Collection	<b><u>\$5.00</u></b> each cubic yard/occurrence (Note SFD Service Units have six (6) free collections per Agreement year)
<b>C. OPTIONAL SERVICE</b>		
	<b>Option 1: Food Waste included in Organic Waste Collection</b>	<b><u>13.4%</u></b> Adjustment to line A1 and B1



**Collection Service Agreement****December 9, 2013**

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
Processing / Disposal Cost Per Ton					Facility Name	
\$30.00/Ton Refuse Disposal					Sunshine Canyon Landfill	
\$0.00/Ton Processed Recyclable Material					Sun Valley Paper Stock	
\$0.00/Ton Processed Mixed Waste					N/A	
\$44.00/Ton Processed Green Waste					Conservation Station	
\$65.00/Ton Processed Food Waste					Community Recycling	
REFUSE COLLECTION						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
65 Gallon	\$28.27	\$56.55	\$84.82	\$113.09	\$141.37	\$169.65
96 Gallon	\$42.21	\$84.82	\$127.23	\$169.64	\$212.05	\$254.46
1 CY	\$84.82	\$169.64	\$254.46	\$339.28	\$424.10	\$508.92
1.5 CY	\$87.32	\$174.65	\$261.97	\$349.30	\$436.62	\$523.94
2 CY	\$89.83	\$179.66	\$269.48	\$359.31	\$449.14	\$538.97
3 CY	\$94.84	\$189.67	\$284.51	\$379.34	\$474.18	\$569.01
4 CY	\$99.84	\$199.68	\$299.53	\$399.37	\$499.21	\$599.05
5 CY	\$104.85	\$209.70	\$314.55	\$419.40	\$524.25	\$629.10
6 CY	\$109.86	\$219.71	\$329.57	\$439.43	\$549.29	\$659.14
8 CY	\$115.35	\$230.70	\$346.05	\$461.40	\$576.75	\$692.10
RECYCLING COLLECTION (60% of Refuse)						
65 Gallon (each additional cart over 2)	\$16.80	\$33.59	\$50.39	\$67.18	\$83.94	\$100.78
96 Gallon (each additional cart over 2)	\$25.19	\$50.39	\$75.58	\$100.78	\$125.97	\$151.16
1 CY	\$50.89	\$101.78	\$152.68	\$203.57	\$254.46	\$305.35
1.5 CY	\$52.39	\$104.79	\$157.18	\$209.58	\$261.97	\$314.37
2 CY	\$53.90	\$107.79	\$161.69	\$215.59	\$269.48	\$323.38
3 CY	\$56.90	\$113.80	\$170.70	\$227.60	\$284.51	\$341.41



**Collection Service Agreement****December 9, 2013**

Exhibit 1b						
MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
4 CY	<u>\$59.91</u>	<u>\$119.81</u>	<u>\$179.72</u>	<u>\$239.62</u>	<u>\$299.53</u>	<u>\$359.43</u>
5 CY	<u>\$62.91</u>	<u>\$125.82</u>	<u>\$188.73</u>	<u>\$251.64</u>	<u>\$314.55</u>	<u>\$377.46</u>
6 CY	<u>\$65.91</u>	<u>\$131.83</u>	<u>\$197.74</u>	<u>\$263.66</u>	<u>\$329.57</u>	<u>\$395.49</u>
8 CY	<u>\$69.21</u>	<u>\$138.42</u>	<u>\$207.63</u>	<u>\$276.84</u>	<u>\$346.05</u>	<u>\$415.26</u>
GREEN WASTE/FOOD WASTE COLLECTION (75% of Refuse)						
65 Gallon	<u>\$21.20</u>	<u>\$42.41</u>	<u>\$63.61</u>	<u>\$84.82</u>	<u>\$106.03</u>	<u>\$127.24</u>
96 Gallon	<u>\$31.81</u>	<u>\$95.42</u>	<u>\$95.42</u>	<u>\$127.23</u>	<u>\$159.04</u>	<u>\$190.84</u>
1 CY	<u>\$63.62</u>	<u>\$127.23</u>	<u>\$190.85</u>	<u>\$254.46</u>	<u>\$318.08</u>	<u>\$381.69</u>
1.5 CY	<u>\$65.49</u>	<u>\$130.99</u>	<u>\$196.48</u>	<u>\$261.98</u>	<u>\$327.47</u>	<u>\$392.96</u>
2 CY	<u>\$67.37</u>	<u>\$134.75</u>	<u>\$202.11</u>	<u>\$269.48</u>	<u>\$336.86</u>	<u>\$404.23</u>
3 CY	<u>\$71.13</u>	<u>\$142.25</u>	<u>\$213.38</u>	<u>\$284.51</u>	<u>\$355.64</u>	<u>\$426.76</u>
4 CY	<u>\$74.88</u>	<u>\$149.76</u>	<u>\$224.65</u>	<u>\$299.53</u>	<u>\$374.41</u>	<u>\$449.29</u>
5 CY	<u>\$78.64</u>	<u>\$157.28</u>	<u>\$235.91</u>	<u>\$314.55</u>	<u>\$393.19</u>	<u>\$471.83</u>
6 CY	<u>\$82.40</u>	<u>\$164.78</u>	<u>\$247.18</u>	<u>\$329.57</u>	<u>\$411.97</u>	<u>\$494.36</u>
8 CY	<u>\$86.51</u>	<u>\$173.02</u>	<u>\$259.54</u>	<u>\$346.05</u>	<u>\$432.57</u>	<u>\$519.07</u>
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet	
	N/C	<u>\$5.00</u>	<u>\$5.00</u>	<u>\$10.00</u>	<u>\$10.00</u>	
Cart or Bin Cleaning Each Occurrence			Cart	1 – 4 CY Bin	5+ CY Bin	
			<u>\$20.00</u>	<u>\$40.00</u>	<u>\$80.00</u>	
Additional Bin Exchange (each additional bin/occurrence)		<u>\$10.00</u>	Additional Cart Exchange (each additional cart/occurrence)		<u>\$5.00</u>	
Additional Bin Replacement (each additional bin/occurrence)		<u>\$10.00</u>	Additional Cart Replacement (each additional cart/occurrence)		<u>\$5.00</u>	
MFD and Commercial Bulky Waste Collection			<u>\$25.00</u> Each cubic yard/occurrence (Note MFD Service Units have two (2) free collections per Agreement year)			
MFD and Commercial Overage Waste Collection			<u>\$21.00</u> Each cubic yard/occurrence			
Additional Universal Waste Pick-up			<u>\$25.00</u> Each additional item/occurrence			

**Collection Service Agreement****December 9, 2013**

Exhibit 1c Maximum Service Rates – SFD, MFD and Commercial Debris Box Services						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
10 CY Box <sup>1</sup>	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
20 CY Box <sup>1</sup>	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
30 CY Box <sup>1</sup>	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
40 CY Box <sup>1</sup>	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
10 CY Lowboy <sup>1</sup>	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
Compactor <sup>1</sup>	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
<sup>1</sup> All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs. The total customer rate will be the total cost for the collection and disposal.						

Exhibit 1d MAXIMUM SERVICE RATES – EMERGENCY SERVICE RATES - EMPLOYEES	
Labor Position	Hourly Rate
<u>DRIVER</u>	<u>\$46.60</u>

Exhibit 1e MAXIMUM SERVICE RATES -- EMERGENCY SERVICE RATES - EQUIPMENT		
Labor Position or Equipment Type	Make & Model	Hourly Rate
<u>Vehicle - Front Load - COM/MFD</u>	<u>McNeilus Pacific Series</u>	<u>\$60.00</u>
<u>Vehicle - Automated Side Loader - SFD</u>	<u>McNeilus Auto Reach</u>	<u>\$60.00</u>
<u>Vehicle - Roll Off</u>	<u>AutoCar AMRO-H22</u>	<u>\$60.00</u>



**Collection Service Agreement****December 9, 2013**

### Exhibit 2a CITY FACILITIES

This Exhibit describes the services that CONTRACTOR shall provide to CITY facilities. For each of the debris box services described below, the Collection schedule will be determined by the operational needs of CITY, and CITY personnel will periodically call CONTRACTOR with requests for service. Refuse and Recyclable Materials from San Fernando Recreation Park, Las Palmas Park, Pioneer Park, and Layne Park will be collected and transported by CITY personnel to the Public Works Yard for Collection by CONTRACTOR.

- CITY Hall (117 Macneil Street) – CONTRACTOR shall Collect from 120 Macneil Street (across the street from CITY Hall, in the parking lot behind the building):
  - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
  - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Police Department (910 First Street) – CONTRACTOR shall Collect:
  - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
  - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Public Works Yard (601 First Street) – CONTRACTOR shall Collect:
  - The following number of maximum Debris Box loads per month. For loads that exceed the number of maximum loads the CONTRACTOR may charge the CITY for the maximum rates shown in Exhibit 1:
    - 40-yard Refuse - 16 loads per month.
    - 30-yard for sweeper spoils – 4 loads per month.
    - 50-yard for Bulky Waste collected by CITY – as needed, unlimited basis.
    - 10-yard low boy for C&D materials – 9 loads per month.
    - 40-yard Green Waste – 4 loads per month.
    - 15-yard Green Waste (used by CITY's landscape contractor) – 4 loads per month.
  - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- San Fernando Recreation Park (208 Park Avenue) Refuse two (2) 3CY Bins, three (3) days per week.

**Collection Service Agreement****December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
1	N/W	corner	Seventh	&	Maclay		1
2	S/W	corner	Seventh	&	975 Maclay		1
3	N/W	corner	Maclay	&	Glenoaks	(on Maclay)	1
4	N/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
5	S/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
6	S/E	corner	Maclay	&	Glenoaks	(on Maclay)	1
7	S/W	corner	704 Glenoaks	&	Griswold		1
8	N/W	corner	Glenoaks	&	Arroyo	(on Glenoaks)	1
9	S/E	corner	456 Glenoaks	&	Arroyo		1
10	S/W	corner	Maclay	&	Fifth	(on Maclay)	1
11	N/E	corner	Maclay	&	Forth	(on Maclay)	1
12	S/W	corner	Maclay	&	Forth	(on Maclay)	1
13	E/B		Truman		(Before Mission)		1
14	W/B		Truman		(After Mission)		1
15	E/B		Truman		(Between Maclay & Brand)		1
16	N/E	corner	Truman	&	Maclay	(on Truman)	1
17	N/W	corner	Truman	&	Brand	(on Truman)	1
18	S/E	corner	Brand	&	Truman Parking Lot N2	2 receptacles each level	4
19	S/W	corner	Truman	&	Wolfskill	(on Truman)	1
20	711		Truman				1
21	1100	Block	Celis		(North side)		1
22	301	S.	Maclay		(on Celis)		1

**Collection Service Agreement****December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
23	N/W	corner	Mission	&	Truman	(on Mission)	1
24	E	Side	Mission		(between Celis & Pico)		1
25	W	Side	Mission		(between Celis & Pico)		1
26	501		S. Brand				1
27	502		S. Brand				1
28	S/W	corner	S. Brand	&	Celis	(on S. Brand)	1
29	302		S. Brand				1
30	218		S. Brand				1
31	120		S. Brand				1
32	S/E	corner	S. Brand	@	Truman		1
33	N/E	corner	Truman	&	Hubbard	(on Truman)	1
34	N/E	corner	Hubbard	&	San Fernando	(on San Fernando)	1
35	806		San Fernando				1
36	803		San Fernando				1
37	N/E	corner	San Fernando	&	S. Brand	(on San Fernando)	1
38	820		San Fernando				1
39	901		San Fernando				1
40	900		San Fernando				1
41	912		San Fernando				1
42	913		San Fernando				1
43	1012		San Fernando				1
44	1015		San Fernando				1



**Collection Service Agreement****December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
45	1016		San Fernando				1
46	101		San Fernando				1
47	1033		San Fernando				1
48	1040		San Fernando				1
49	1048		San Fernando				1
50	1049		San Fernando				1
51	1102		San Fernando				1
52	1101		San Fernando				1
53	1123		San Fernando				1
54	1122		San Fernando				1
55	1140		San Fernando				1
56	1135		San Fernando				1
57	1147		San Fernando				1
58	1148		San Fernando				1
59	1203		San Fernando				1
60	N/E	corner	S. Brand	&	O'Melveny	(on Brand)	1
61	S/W	corner	Mission	&	O'Melveny	(on Mission)	1
62	N/E	corner	Mission	&	O'Melveny	(on Mission)	1
63	S/E	corner	Mission	&	Mott	(on Mission)	1
64	N/E	corner	Mission	&	Griffith	(on Mission)	1
65	N/W	corner	Mission	&	Griffith	(on Mission)	1
66	N/E	corner	Mission	&	Hewitt	(on Mission)	1
67	N/W	corner	Mission	&	Hollister	(on Mission)	1



**Collection Service Agreement****December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
68	S/E	corner	Glenoaks	&	Harding	(on Glenoaks)	1
69	N/W	corner	Workman	&	Truman	(on Truman)	1
70	S/E	corner	Kalisher	&	Pico	(on Kalisher)	1
71	N/E	corner	Kalisher	&	Kewen	(on Kalisher)	1
72	N/E	corner	Hubbard	&	Alley of Second St.	(on Hubbard)	1
73			Hubbard	&	Between 2 <sup>nd</sup> and 1 <sup>st</sup>		1
74	S/E	corner	Seventh	&	Orange Grove		1

**Collection Service Agreement****December 9, 2013**

Exhibit 3a APPROVED FACILITIES – DISPOSAL	
1. Name of Disposal Facility.....	<u>Sunshine Canyon Landfill</u>
2. Location of Disposal Facility.....	14747 San Fernando Rd., Sylmar, CA 91342
3. Proposer's role in the Disposal Facility .....	Owned and Operated by CONTRACTOR Services
4. Other contracting parties.....	N/A
5. Name, telephone number and address of Disposal Facility owner .....	CONTRACTOR Services, Inc. 18500 N. Allied Way, Phoenix, AZ 85054
.....	480-627-2700
.....	
6. Types of materials accepted .....	Municipal Solid Waste
.....	
.....	
7. Quantity of materials permitted by material type (tpd and tpy) .....	Permitted CapaCITY: 12,000 tpd
.....	Current Throughput: 8,500 - 9,100 tpd
.....	Estimated Life: 2037
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-2000
9. Local Land-use Permit Number .....	<u>00-194-(5)</u>
10. Per ton disposal fee (by material type).....	<u>\$59.88</u>

**Collection Service Agreement****December 9, 2013**

Exhibit 3a APPROVED FACILITIES – DISPOSAL	
10. Name of Disposal Facility.....	<u>Chiquita Canyon Landfill</u>
11. Location of Disposal Facility.....	<u>29201 Henry Mayo Drive</u> <u>Castaic, CA 91384</u>
12. Proposer's role in the Disposal Facility .....	N/A
13. Other contracting parties.....	N/A
14. Name, telephone number and address of Disposal Facility owner .....	<u>Chiquita Canyon Inc.</u> <u>29201 Henry Mayo Drive</u> <u>Castaic, CA 91384</u>
15. Types of materials accepted .....	<u>Municipal Solid Waste</u>
16. Quantity of materials permitted by material type (tpd and tpy) .....	<u>MSW 6,000 TPD</u>
17. CalRecycle Permit Type and Number.....	<u>SWIS No. 10-AA-0052</u>
18. Local Land-use Permit Number .....	_____
11. Per ton disposal fee (by material type).....	<u>\$59.88</u>

**Collection Service Agreement****December 9, 2013**

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility .....	<u>Sun Valley Paper Stock</u>
2. Location of Processing Facility .....	11166 Pendleton Street, Sun Valley, CA 91352
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner .....	Sun Valley Paper Stock TS & MRF 8701 San Fernando Rd., Sun Valley, CA 91352 818-767-8984
6. Types of materials accepted .....	Recycables
7. Quantity of materials permitted by material type (tpd and tpy) .....	Max. permitted throughput 750 tpd Permitted CapaCITY 1,250 tpd
8. CalRecycle Permit Type and Number.....	PR#0271
9. Local Land-use Permit Number .....	<u>SWIS No. 19-AR-1227</u>
10. Per ton processing fee (by material type) ..	<u>\$46.00</u>



**Collection Service Agreement****December 9, 2013**

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility .....	<u>Conservation Station</u>
2. Location of Processing Facility .....	20833 Santa Clara St. , Santa Clarita CA 91351
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner .....	Randfam, Inc. PO Box 4463, Chatsworth, CA 91311 818-709-5296
6. Types of materials accepted .....	Construction and Demolition
7. Quantity of materials permitted by material type (tpd and tpy) .....	Max. permitted throughput 199 tpd Permitted CapaCITY 72,635 tons/year
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-1096
9. Local Land-use Permit Number .....	<u>SWIS No. 19-AR-1227</u>
10. Per ton processing fee (by material type) ..	<u>\$50.00</u>

**Collection Service Agreement****December 9, 2013**

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility .....	<u>Commerce Refuse-to-Energy Facility</u>
2. Location of Processing Facility .....	5926 Sheila St., Commerce, CA 90040
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner .....	County of LA Sanitation Dist. PO Box 4998 whittier, CA 90607 562-908-4288
6. Types of materials accepted .....	Mixed Municipal and Industrial
7. Quantity of materials permitted by material type (tpd and tpy) .....	Max. permitted throughput 1000 tpd Permitted CapaCITY 1000tpd
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-0506
9. Local Land-use Permit Number .....	_____
10. Per ton processing fee (by material type) ..	<u>\$49.00</u>

**Collection Service Agreement****December 9, 2013**

Exhibit 3c APPROVED FACILITIES – ORGANIC WASTE	
1. Name of Processing Facility .....	<u>Conservation Station</u>
2. Location of Processing Facility .....	29833 Santa Clara St., Santa Clarita, CA 91351
3. Proposer's role in the Processing Facility...	n/a
4. Other contracting parties .....	n/a
5. Name, telephone number and address of Processing Facility owner.....	Randfam, Inc PO Box 4463, Chatsworth, CA 91311 818-709-5296
6. Types of materials accepted .....	Green Waste
7. Quantity of materials permitted by material type (tpd and tpy) .....	Max permitted throughput 199 tpd Permitted CpaCITY 72,635 tons/year
8. CalRecycle Permit Type and Number .....	SWIS No. 19-AA-1096
9. Local Land-use Permit Number .....	
10. Per ton processing fee (by material type)...	<u>\$35.00</u>



**Collection Service Agreement****December 9, 2013**

Exhibit 3c APPROVED FACILITIES – ORGANIC WASTE	
1. Name of Processing Facility .....	<u>Community Recycling</u>
2. Location of Processing Facility .....	9147 De Garmo Ave. Sun Valley, CA 91352
3. Proposer's role in the Processing Facility...	n/a
4. Other contracting parties .....	n/a
5. Name, telephone number and address of Processing Facility owner.....	Community Recycling and Resource Center
.....	9147 De Garmo Ave. Sun Valley, CA 91352
.....	818-767-6000
6. Types of materials accepted .....	Organic Waste
.....	
.....	
7. Quantity of materials permitted by material type (tpd and tpy) .....	Max permitted throughput 1700 tpd
.....	Permitted CapaCITY 1700 tons/year
.....	
8. CalRecycle Permit Type and Number .....	SWIS No. 19-AR-0303
9. Local Land-use Permit Number .....	_____
10. Per ton processing fee (by material type)...	<u>\$60.00</u>

**Collection Service Agreement****December 9, 2013**

Exhibit 3d APPROVED FACILITIES – TRANSFER STATION	
1. Name of Transfer Station Facility.....	N/A
2. Location of Transfer Station Facility.....	
3. Proposer's role in the Transfer Station Facility.....	
4. Other contracting parties.....	
5. Name, telephone number and address of Transfer Station Facility owner .....	
.....	
.....	
6. Types of materials accepted .....	
.....	
.....	
7. Quantity of materials permitted by material type (tpd and tpy).....	
.....	
8. CalRecycle Permit Type and Number.....	
9. Local Land-use Permit Number .....	
10. Per ton transfer fee (by material type) .....	\$0.00

**Collection Service Agreement****December 9, 2013**

**Exhibit 4**  
**CITY-SPONSORED EVENTS**

The following is a schedule of the services that are to be provided by CONTRACTOR at CITY sponsored Special Events. At each event, according to the schedule below, CONTRACTOR shall provide an adequate number of Carts or Bins for recyclables and garbage, distributed and retrieved by CONTRACTOR, and serviced by CONTRACTOR OR CITY's crews. CONTRACTOR shall furnish the Carts or Bins, and service them at least once each day of the respective events.

Cesar Chavez (March)	Relay of Life
Heritage Days (June)	Little League (by request)
Fourth of July	Composting Workshops
Summer Concerts (August)	School Fundraising Activities (by request)
El Grilo (Sept)	E-Waste Recycling Collection Event
Menudo-Cook Off (Oct)	Paper Shred Day
Christmas Tree Lighting	Earth Day Celebration



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN****General Approach to Services**

CONTRACTOR will provide all labor, supervision, materials, and equipment necessary to provide for the automated collection and disposal of refuse, and the automated collection and processing of recyclable materials and green waste or organic waste from single- (SFD), multi-family (MFD) and commercial cart customers. A residential sideloader, will be utilized for the collection of materials contained in wheeled carts of every specified size. These CNG vehicles have been specifically selected to reduce emissions, traffic, and wear and tear on streets.

Automated collection of all materials (refuse, recyclable materials, and green waste or organic waste) will occur per the service frequencies and per the minimum standards described in the Agreement. As is the current case, each resident will be supplied with a set of three containers—wheeled carts—for refuse, recyclable materials, and green waste. The default cart size for all customers, all waste streams, is 65 gallons, and CONTRACTOR notes that most SFD customers currently subscribe to 65-gallon refuse service. Containers will be provided in a consistent color scheme as the current system.

Cart collection services will be conducted in the same manner for MFD and commercial cart customers as for SFD customers. CONTRACTOR will also continually promote recycling participation at every opportunity to all customers through the methods indicated in our Public Education Plan.

CONTRACTOR will operate at all times in compliance with the CITY's desire to implement an environmentally progressive collection, diversion and public education plan that meet AB939 and AB431 requirements.

Commercial and multi-family bin customers will have their materials collected through use of the CNG frontloaders and heavy-gauge metal frontloader bins in contract-specific sizes. Customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of frontloader and cart service. All commercial and multi-family customers will receive integrated recycling services via the initial site visits/audit that will take place prior to the start of service. Customers will be supplied with recycling services as indicated in our Diversion Plan, and Collection Operations Plan.

Industrial or debris box customers will have their materials collected through the use of the CNG roll-off vehicle and standard rectangular roll-off containers in contract-specific sizes. Similar to commercial customers, industrial customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of debris box or frontloader service.

All vehicles meet and exceed the highest equipment specifications and safety standards in

**Collection Service Agreement****December 9, 2013**

### Exhibit 5 TRANSITION PLAN

the industry. CONTRACTOR ensures all vehicles are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193.

Service interruptions due to mechanical breakdowns on route will be further minimized due to use of a standardized frontloaders. The CONTRACTOR's solid waste, recycling, and green waste routes, all generator types, are serviced by the same type of collection vehicle (identical cab, body, engine, etc.), which means that all trucks in the fleet will be available to provide back-up for either type of service to any generator.

#### Staffing Plan

CONTRACTOR will use only highly qualified personnel to perform all duties associated with this contract. CONTRACTOR will also seek to recruit San Fernando residents for open positions wherever possible and appropriate.

#### Number of Employees

The following staffing chart identifies the number of drivers and helpers that CONTRACTOR anticipates employing for the CITY contract, as well as the pool of departmental resources that we will draw upon in a number of relevant operational and administrative areas in order to service the CITY contract. As you can see, CONTRACTOR has the existing administrative and general operational infrastructure base already in place to service the CITY contract.

#### Staffing Chart

<b>Collection Personnel</b>	
Residential Refuse, Recyclables and Green Waste/Organics	3
Commercial Refuse, Recyclables and Green Waste/Organics	3
Bulky Item Collection	1
Industrial/Debris Box	1
Supervisory	.5
Container Delivery	.25
<b>Maintenance</b>	
Mechanics Pool	14
<b>Call Center /Billing Representatives</b>	
Customer Service Representatives <i>Local call center.</i>	48
<b>Local Office – Dedicated Staff</b>	
Billing/CSR/Outreach	1

#### Transition Plan Description



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

A smooth transition is a critical element to the success of a new program and in building confidence and rapport with customers. A summary description of CONTRACTOR's past experience with new program and contract start-ups is included in *CONTRACTOR's* proposal.

The key personnel involved in the transition and the specific duties and responsibilities of each team member are delineated below.

To ensure a smooth and orderly transition, our Implementation Plan, particularly for the areas of for customer service and public information and educational outreach, commences upon the execution of our contract and extends well beyond the date of commencement of service. A preliminary Implementation Timeline reflecting the tasks identified below and corresponding target timeframes, is included in this section.

**Key Personnel and Transition Team Members**

At CONTRACTOR, the transition team leaders include **Ron Krall**, the CONTRACTOR's Area President; **James Pledger**, General Manager; and **Susanne Passantino**, Senior Area Municipal Services Manager, and **Vanessa Mapula**, Municipal Relationship Manager who, together, bring years of transition experience from some of the largest and most challenging municipalities in California.

Mr. Pledger will be responsible for rolling out the new services and working with German Hernandez, Operations Manager; Operations Supervisor; and CONTRACTOR's Field Route Supervisors (see *Staffing Chart*), regarding routing, collection schedule development, and service implementation and coordination, the Maintenance and Safety team, regarding equipment procurement, and Terri Boatman, Area Human Resources Manager, regarding any new employee hires, transfers and related employee training. This team will work with CITY Staff and service recipients to ensure a smooth and orderly transition to the new programs. Vanessa Mapula, Municipal Marketing Liaison, will serve as liaison to the CITY after the initial start-up phase.

Mr. Pledger, Ms. Mapula, and Operations Manager, along with the support of Ms. Passantino will administer the franchise, act as liaisons to the CITY, and work with CITY staff regarding contract administration, compliance and contract negotiations. They will also serve as contract representatives after the initial start-up phase.

La Lena Culberson, Division Controller, and Lisa Frazier, Billing Manager, will be responsible for developing the customer database, billing interface, and work order system and Duc Diep, Customer Service Manager, will implement all customer service procedures and related training programs.

**Transition Planning and Organization**



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN****Initial Scoping Session**

Immediately upon contract award the key transition team members (referenced above) will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto. An overall detailed implementation and transition plan, based on the above and the general Implementation Plan included in this section will be developed the week following contract award, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract.

**Transition Team Responsibilities**

This transition team will be responsible for implementing the transition plan and ensuring a smooth service expansion into the service area(s). The plan will include finalizing routes, procuring the quantity and type of vehicles and equipment needed, identifying and training personnel, planning and coordinating the distribution of containers, preparing informational and educational materials for residential and commercial customers, rolling-out a public education and informational program during the start-up period (and thereafter), developing and implementing customer service programs and conducting CSR and employee training, surveying and accurately identifying customers and customer account information including service levels, billing and service address information, contact persons, etc., and setting up accounts for work-order processing, billing purposes and reporting to the CITY.

**A key component of the plan will relate to the cooperative coordination with other current haulers in the service area(s) relating to obtaining customer account and route information, written communications with customers, and the actual container delivery and exchange process prior to the start of service. CONTRACTOR wishes to assure the CITY that we are committed to working flexibly with the outgoing service provider to accomplish a smooth transition.**

In addition to implementation responsibilities, our key personnel will maintain ongoing involvement with community relations activities, civic organizations, public education, and program promotion in order to further the program objectives and maintain visibility and a good standing as a responsible and involved corporate citizen.

CONTRACTOR's key transition team members will meet once a week (or more frequently, depending upon the circumstances) throughout the start-up phase of the transition to ensure that all goals, objectives, and timelines are met and adhered to. CONTRACTOR's designated contractor representatives will meet and/or communicate with the CITY weekly, with updates regarding the implementation and transition process.

CONTRACTOR will also develop a Continuous Improvement (CI) local team. This team will



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

have a representative from each key department (i.e., the team is composed of a customer service representative, a driver, a public education staff person, a maintenance team member, a representative from the landfill and recyclables processor, etc.). The CI team will meet on a regular basis to ensure that all program objectives are met and to ensure that CONTRACTOR QA/QC objectives are met.

**Customer Service during the Transition****General**

CSRs will handle service and billing-related inquiries and customer concerns and requests with the utmost courtesy, promptness, and efficiency. CONTRACTOR CSR undergo extensive training, upon hire, and on an ongoing basis to ensure the highest quality of service to our customers. CONTRACTOR representatives are trained in customer service techniques, know how to navigate the required phone systems, follow the required protocols for customer call backs, understand CONTRACTOR's protocol and policies for responding to any service and billing-related calls, use the automated customer call log and work order system (InfoPro) to log all calls made and received, as necessary, and process and close all work orders produced through the system. A CSR supervisor is available at all times to handle unusual or difficult situations.

**CSR Reference Manual**

The members of the transition team will develop a Customer Service Training Manual that incorporates all key program and contract information, issues discussed during transition team meetings, input from the CITY, and public education and outreach materials. These materials will contain everything the CSR needs to know to work with San Fernando customers (i.e. customer courtesy, program details, processing work orders) and will outline how to access and use CONTRACTOR's computerized customer call log and work order system as it relates to any unique requirements of the new program.

**CSR Training for New Program Implementation**

Prior to program implementation, CONTRACTOR undertakes extensive training and cross training of all CSRs and dispatch personnel. The customer service training also involves drivers, supervisors, billing clerks, additional personnel and general department heads that may have communication with customers or the CITY. CONTRACTOR's implementation plan includes regular staff meeting dates that will be held prior to the start-up of service. However, due to the importance of the customer service function, ongoing meetings, in-between these regular staff meetings, will take place with our Customer Service Department and upper management to ensure that these important team members have a comprehensive understanding of all aspects of the program.

In addition, CONTRACTOR dedicates an additional employee to the customer service effort



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

during the transition, to act as expediter for dealing with transitional issues, including making site visits to customers or the CITY to resolve any issues that may arise. The procedures used at the commencement of a new contract are as follows:

- 1) Every CSR gets a copy of key contract provisions (contract abstract) relevant to their responsibility and, subsequently, receives training by senior managers. This includes, for instance, information regarding rates, service types, billing and payment procedures, pick-up schedules, hours of collection, container set out requirements, procedures regarding additional containers and container replacement, extra pick-ups, special services/bulky item collection procedures, overage allowances, drop-off programs (if applicable), information regarding the proper materials preparation, the list of recyclable material and acceptable green waste, qualifications for fee discounts and the application process (if applicable), holiday schedule, scavenging issues, and the general do's and don'ts of solid waste, recycling, and green waste. CSR's are also educated about waste reduction and diversion promotion, re-use programs (and the non-profit organizations involved), commercial/multi-family recycling programs (as applicable), and other related topics. All of the above items are also included as part of the ongoing training (including the quarterly training sessions) of CSRs.
- 2) All CSRs are included in the initial review of all program materials prior to distribution including the preparation of the introductory mailer and instructional brochures (as applicable).
- 3) All CSRs are supplied with a surplus of mailers and brochures to be distributed to customers upon request.
- 4) The CSRs are supplied with the phone number and address of previous contractors, if necessary, for referral regarding prior billing issues or old container pickup, for example.
- 5) **CONTRACTOR CSR in-house language capabilities include English, Spanish, and Mandarin.**
- 6) All CSRs have on-line access to the CONTRACTOR customer data base and InfoPro system which includes billing information/aging, owner and service address information, contact person, service levels (i.e. number and size of containers, and frequency/pick-up days of each container, etc.), special service requirements (i.e. special pick-up times, remote controls, scout, push-out, backyard service, etc.), recycling services, dwelling units per service address, and, of course, customer comments that have been inputted into the system for each individual customer as well as the customer's work order history (i.e. dates and types of complaints or inquiries, service requests and the corresponding resolution thereof). As such, there is generally no need for a CSR to transfer a customer from one department to another to get an issue resolved. This helps to ensure a smooth transition and quick resolution of a customer's issue during the critical period at the commencement of new programs and services in the CITY as well as ensuring a quick and complete service response thereafter. **In San Fernando, CONTRACTOR will also**



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

have a dedicated Recycling Coordinator/CSR that can accomplish the aforementioned billing and customer service functions.

**Equipment Acquisition****Vehicles**

CONTRACTOR will have all of the necessary vehicles in place to commence franchise services in the Service Area., in accordance with the *Agreement*.

CONTRACTOR will coordinate with the CITY to ensure the vehicles reflect all signage and painting requirements as specified in the *Agreement*. By starting this process early in the transition phase, the CITY can be assured that the trucks will reflect the proper look and message when collection operations begin, and throughout the life of the contract.

Under a swift timeline, such as indicated in the *Transition Plan*, CONTRACTOR will allocate collection vehicles from its existing fleet, and any new CNG vehicles will be procured as needed.

**Carts**

CONTRACTOR will be able to have all carts and bins delivered to the customer on time, according to the timeline indicated in *Transition Plan*.

Initial orders will be based upon customer response to CONTRACTOR's Level of Service Confirmation outreach, the current quantities/sizes of containers in place, as well as CONTRACTOR projections of cart size migration based on new rate information and CONTRACTOR experience. CONTRACTOR maintains a surplus inventory of approximately five percent, with quantities of particular sizes and colors scaled to match customer demand.

**Cart Delivery**

CONTRACTOR will conduct house-to-house cart delivery by teaming with MBE subcontractor, Container Management Group. CONTRACTOR supervisors will accompany the cart delivery personnel in order to perform a quality control check and verification that the correct container size is being delivered to the correct address.

A simple cart delivery approach that is not inconvenient or confusing to residents will be developed with the CITY. Containers will be delivered in geographic/route clusters over a condensed time period. CONTRACTOR estimates carts will be delivered within a period of two to three weeks. Customers will be notified via a postcard of their delivery week informing customers that cart deliveries will take place on their scheduled collection day, to place old carts at the curb for the exchange to take place on that day, and that as soon as they receive their new carts they may begin to use them. CONTRACTOR understands that, under this scenario, the outgoing contractor may then be servicing the new CONTRACTOR-owned carts until the operations start date. The postcard will also inform customers that unless the



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

CONTRACTOR hears from them, 65-gallon carts for each waste stream will be delivered on that day. The post-card will also ask customers if they would like to request additional recycling or green waste/organics carts at this time.

CONTRACTOR or its subcontractor, working behind the outgoing contractor's collection crews, will retrieve the old carts and deliver them to a staging area. Residents will also receive an informational flyer on container placement, program dos and don'ts, CONTRACTOR's contract start date, and contact information attached to their cart at the time of delivery. CONTRACTOR will come back through each delivery route at the end of each day to do a final sweep, picking up old stray carts and ensuring that each customer has a full contingent of new carts.

**Bins and Bin Delivery**

Bin sizes initially ordered will reflect existing service levels with some migration due to any rate changes, initial assessments, and the implementation of SSR recycling collection services. As commercial/MFD initial assessments are conducted, bin or cart sizes and the customer database will be refined. This information will be sent to bin manufacturers as an update. CONTRACTOR will work with the outgoing contractor to develop a schedule to ensure customers are not left without a container. Once new containers arrive, they will be delivered to commercial customers on collection day after containers are serviced. **CONTRACTOR will deliver new trash and recycling containers and pull in old, empty containers removing them to an agreed upon staging area from which the outgoing contractor will remove them. This arrangement is always agreeable to the previous service provider as it saves them a tremendous amount of time and expense in managing the retrieval of their own containers.**

All container deliveries, carts and bins, will be managed by a dedicated Container Delivery Manager who will be responsible for ensuring timely and accurate containers deliveries. This individual will follow up to ensure that the customer database accurately reflects the containers ordered and delivered. This information will be reported to the CITY in the form of a weekly status report. Once the project is complete, the CITY will receive a final report and recap of the new customer database, if desired.

**Route and Customer Database Development**

As a key component to our start-up and transition, CONTRACTOR will conduct a route survey and field audit throughout the service area. CONTRACTOR personnel have already conducted a preliminary field survey in the service area(s) as a precursor to submitting this proposal. This preliminary fieldwork will be expanded as part of the full audit to be conducted by CONTRACTOR during the pre-startup phase.

As may be necessary, CONTRACTOR will work with the CITY and out-going contractors to



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

receive customer information as soon as possible following contract award.

**Preliminary Customer Database Information**

Initially, CONTRACTOR will use the customer account information received from the CITY and outgoing hauler to create a preliminary database suitable for routing the residential service sector and to create our preliminary customer database that will form the basis for future billing and work order preparation. CONTRACTOR plans to complete this step through receipt of data files from the CITY and the existing hauler.

**Development of Routing System and Route Sheets**

Prior to commencement of collection service, CONTRACTOR will create a routing system to enable the production of route sheets and route maps to be used (daily) by our drivers (and updated daily for service level changes). Through the use of our RouteSmart routing system (which accepts down-loaded data from InfoPro), CONTRACTOR will create optimal sequential routing, route entry and exit points, and sequential routing printouts (route sheets) and computerized route and base maps for the areas to be served. The routing information will be up-loaded back into InfoPro which will then create a route number for each service recipient account in our database (which will, among other things, facilitate future automated work order preparation). For residential cart service route sheets for each driver will be created and updated periodically as needed. Any modifications to the previous week's route will be reflected on an updated route sheet.

CONTRACTOR will design and develop routes in an effort to minimize impacts on service recipients and to reduce emissions, and wear and tear on CITY streets. To the extent possible, CONTRACTOR will develop route patterns and schedules in view of the current collection schedules to minimize service interruptions and unnecessary confusion to residential and multi-family accounts. However, **our proposed collection schedule as outlined below is currently based on the CITY's goal to reduce SFD service dates, which CONTRACTOR is pleased to have accomplished.** A goal will be to develop route entry and exit points to avoid highly congested areas and peak traffic times, as well as all safety sensitive areas including schools, as much as possible. Routes will be provided to the CITY 60 days prior to the commencement of CITY Services and will provide map data in a GIS format that is compatible with the format used by the CITY, to the extent possible.

In addition to the above, CONTRACTOR will pay close attention to the following issues when developing routes:

- **Hours of operation.** CONTRACTOR determines the number of vehicles to be utilized and the ways in which these vehicles will be routed given the parameters of collection hours that are specified by the Agreement.
- **Traffic patterns.** CONTRACTOR attempts to design routes that are opposite to peak traffic patterns within the service area(s), to the extent possible or applicable. This is not

**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

*only beneficial to the service area thereby reducing vehicle idling and emissions, but increases CONTRACTOR's collection efficiencies.*

**Coordination with Street Sweeping Schedule**

All new routes will be developed on coded CITY parcel maps and accompanied by sequential routing printouts. Street sweeping services will be coordinated to the CITY's Collection services schedule.

**Customer Transition Period Outreach**

CONTRACTOR will utilize the following outreach components to initiate services.

**Written Notices and Outreach Materials**

Ongoing outreach materials are discussed in *Public Education Plan*. This section deals strictly with the distribution of materials during the transition phase. The information contained in these collateral materials shall be based on the *Agreement* specifications and the outcome of a collaborative process between the CITY and CONTRACTOR. The CONTRACTOR will distribute materials prior to program commencement and on an as-needed basis to customers. All outreach materials will be printed in English and Spanish, in color, will be approved by the CITY, and shall include but not be limited to all or a combination of the following information:

- *Service Area Name*
- *CONTRACTOR Contact Information/Public Works Contact Information*
- *Regular and Special Collection Services Available (including bulky item, universal waste, used-oil collection service, and Sharps) with pictures of acceptable recyclable and green waste material and "how to" instructions*
- *Collection Schedule/Holiday Collection Schedule*
- *Other Pertinent Information*

The following information will be developed and approved by the CITY for distribution.

**Service Transition Postcard**

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

**Service Transition Mailer**

After the customer data base information is retrieved from the CITY and the outgoing contractor and in addition to the Postcard mentioned above, the next step will be to send the



**Collection Service Agreement****December 9, 2013****Exhibit 5  
TRANSITION PLAN**

Service Transition Mailer to all service recipients, introducing CONTRACTOR Services. This mailer will be submitted to the CITY in draft form for approval, prior to distribution. The Service Transition Mailer will announce the new program (with all pertinent details related thereto), start-up dates, and other key transitional information, as well as to introduce CONTRACTOR (with all relevant address and telephone information for customer service, hours of operation, etc.). Transition Mailers will include references to the detailed Instructional How-to Packets that will be distributed just prior to program start-up, which will include additional details regarding the new programs and requirements.

**Community Meetings/Workshops**

Prior to contract commencement, CONTRACTOR will conduct community meetings to inform all customers—of the new automated collection services. Two weeks prior to the community meetings CONTRACTOR will publish meeting information by written notice. The focus of the meetings will be to inform customers of pertinent program information including service enhancements. (CONTRACTOR will work with key community and business organizations to increase awareness regarding these meetings.)

**Commercial/MFD Outreach**

Additionally, commercial/MFD customers will receive initial site visits which will include recycling opportunity assessments, which are further described in *Exhibit 7 – Diversion Plan*.

**Transition Timeline**

The weekly transition timeline on the following pages reflects the elapsed time necessary for each of the items discussed in this section. The work-around for this compressed schedule for containers and collection vehicles have been described in this section. CONTRACTOR is completely confident in its ability to implement new services according to the currently scheduled start date.

**Schedule of Key Operations Tasks To be Completed Prior to Start of Service**

This schedule anticipates time requirements to accomplish tasks. It can be programmed to accommodate any contract award date and adjusted to reflect subtasks. Unless otherwise noted, all tasks are to be completed prior to the start of collection service.

- **Execute Agreement with CITY.** The official ramp up period begins, which triggers all other tasks, below.
- **Procure and Distribute Equipment.** CONTRACTOR procures collection vehicles and containers for the Service Area.
- **Conduct Route Shadowing.** Follow and document residential collection routes not currently operated by CONTRACTOR. Other information such as cart sizes and numbers will also be captured.
- **Conduct Commercial/MFD Initial Audits.** CONTRACTOR will audit all commercial/MFD premises to ensure an accurate database, and assess recoverability



## Collection Service Agreement

December 9, 2013

### Exhibit 5 TRANSITION PLAN

of the waste stream in order to offer the correct mix of services optimized toward recycling, green waste and/or food waste.

- **Database Matching/Finalize Routes and Route Maps.** Database information gleaned from route shadowing and auditing is matched against account information obtained from the previous contractor and/or the CITY.
- **Driver and Customer Review Sessions.** CONTRACTOR will conduct driver and customer review training sessions to ensure everyone understands service parameters.

#### Schedule of Key Administrative Tasks

- **Develop Public Education and Outreach and Other Collateral Materials.** The CONTRACTOR anticipates beginning coordination efforts with the CITY on an effective outreach campaign based on some or all of the ideas presented in this submittal. A review of all materials, including standard forms. The chart indicates an abbreviated period of two weeks to develop and print essential materials—which represents CONTRACTOR's minimum requirement.
- **Print Collateral Materials.** As soon as all collateral materials are developed and approved, printing will be expedited. This will allow CONTRACTOR to be ready to go to make the transition timeline.
- **Mail Introductory Packets.** Based on decision reached with the CITY, direct mail of introductory packets will be either at once, or in waves by route. Date indicated on implementation schedule is mailing start date.

Task	Nov			Dec				Jan				Feb			
		X													
Coordination Meetings		X													
		»													
Establish Local Office at CITY Hall								X	X						
									»						
Employee Training				X	X			X	X	X	X	X			
Develop Materials			X	X	X	X	X								
Approval/Printing					X	X									
						»									
Develop/Launch Website				X	X	X	X	X	X	X	X				
Conduct Outreach Campaign				X											
				»											
Initial Site Audits – Training				X	X	X	X								
Initial Site Audits – Perform									X	X	X	X			

**Collection Service Agreement****December 9, 2013**

### Exhibit 5 TRANSITION PLAN

Route Shadowing										X	X	X	X				
Final Updates/Database									X	X	X	X					
Route Mapping										X	X	X	X				
Issue POs for Containers			X														
Update orders based on site assessment and subscription results				X	X	X	X										
Container Production and Transport								X	X	X	X	X	X				
Deliver Carts												X	X	X			
Deliver Bins											X	X	X	X	X		
Start Service																X	

### Establishing a Local Kiosk for Billing and Customer Support

CONTRACTOR will provide a local kiosk offering residents, businesses and CITY staff with the transition to our billing system including local customer service assistance, public outreach, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall, where residents currently can make a payment, ensure customers and CITY staff may easily redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. Further information is provided in Exhibit 8 – Customer Service Plan



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN****Public Education and Outreach**

The objective of this section is to a) convey to the CITY of San Fernando CONTRACTOR's competency in developing and managing public education programs; b) relay CONTRACTOR's proposed plan for outreach during the transition period and beyond; and c) illustrate the CONTRACTOR's willingness to become involved in the community through a menu of ideas that serve as a starting point for ongoing conversations about public outreach and diversion objectives with the CITY of San Fernando.

All transitions and program changes require clear, consistent messaging to customers. The tact CONTRACTOR takes with public education and outreach is the same it takes with all facets of operations: practical and effective. People are generally inundated with information and heavily burdened with responsibilities. Key to program success is breaking information down into practical and digestible chunks—presented simply and colorfully, and simultaneously providing customers with motivating reasons for cultivating new recycling behaviors. It is also important to point the way to additional resources and information for those who may be interested, which CONTRACTOR will accomplish through its recycling coordinator, links to resources posted on its website, and through distribution of general environmental content distributed at events and through presentations.

Even though it is known that a consistent message repetitively delivered via a variety of mediums in an abbreviated, creative way is most effective, once the desired behavior is adopted by the majority of customers, it must be regularly reinforced to sustain changes long-term. Finally, it is helpful to highlight the positive difference one person's good recycling practices makes. CONTRACTOR will do this through recycling reports which will be provided to the CITY and may be posted to its quarterly, website and or communicated to customers through newsletters.

**Proposed Outreach Theme – “San Fernando Recycles”**

In the CITY of San Fernando, CONTRACTOR is proposing to introduce, through a variety of advertising mediums, a program called “**San Fernando Recycles**” – San Fernando's new and enhanced menu of recycling programs and opportunities. “San Fernando Recycles” is a program designed for keeping trash rates low by supporting the community to take advantage of opportunities to increase recycling, raise awareness about conserving natural resources and making the CITY of San Fernando more sustainable community. The newsletters may also serve as an outlet to additional CITY Sponsored Events and more.

**“San Fernando Recycles” Program Components**

The following components comprise CONTRACTOR's friendly education and outreach



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

campaign, which addresses all generator types. New versions of all materials described will be tailored to meet the specific needs of San Fernando generators serviced under this contract: single-family, multi-family, and commercial or industrial. *All collateral material will be published in Spanish and printed on recycled paper.* CONTRACTOR is providing one (1) full-time Recycling Coordinator dedicated to the CITY of San Fernando.

**Commitment to Putting San Fernando First**

CONTRACTOR is committed to reducing wear and tear on CITY streets at all levels and has identified areas to partner with local businesses to do business within the CITY and keep our services local such as printing of outreach materials, which are further identified throughout this section. CONTRACTOR will continue to actively recruit vendors from San Fernando to generate additional monies into the community.

**“San Fernando Recycles” Web Site/Web Page**

Because CONTRACTOR's website is key to communicating with all customers about all programs, it is considered here as a prelude to the remainder of the section. The following upgrades are being planned for the new website. A “San Fernando Recycles” web page will be established with a link within the Cities website to promote the program.

Per the *Agreement*, the website will include frequently asked questions, access to rates for collection services, listing and description of recyclable materials and organic waste, collection service schedules, and maps. Key customer service components of the website will include the ability to e-mail complaints and request services or service changes. Additionally, CONTRACTOR envisions the Customer Service and Billing Kiosk located at CITY Hall, described further in *Exhibit 8- Customer Service Plan*, to have web access such that they can assist customers directly with the website. Additionally, CONTRACTOR's Customer Service department is well versed and equipped to support customers with the website.

The website will also feature activities designed for children to learn more about the environment and recycling using puzzles, games, and/or word searches. There will be a link to CONTRACTOR's school education programs, discussed later in this section.

**Single Family Program (SFD) Campaign Components**

The following components will be part of the collateral materials CONTRACTOR develops for its single-family customers. These same materials will be utilized for multi-family customers who reside in complexes of two through five units. All collateral materials will continue to be published in Spanish. Please note CONTRACTOR does offer many cities outreach in multiple languages and can offer this to the CITY as an option.

- **Initial Post Card Mailing – (Cart Transition)**



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

- **Initial Post Card and Mailing – (Upgrade in Service and “San Fernando Recycles” Introduction)**

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail an initial mailing to all customers explaining the transition from the existing to new programs, describe the new program enhancements, and provide an introduction to “San Fernando Recycles.” The mailing will highlight recycling and diversion programs available, special services available, holiday collection schedule, proper handling and disposal of HHW, and CONTRACTOR contact information, at least. The initial mailing will be tailored to meet the collection specifics of each generator type.

- **Instructional How-To Packets (“San Fernando Recycles” Handbook and Brochure)**

Based on the customer database records obtained from the CITY/previous hauler which have been verified by CONTRACTOR, customers will receive an introductory packet delivered with their new carts/containers (transition) or via direct mail (new customers, ongoing) prior to the start date that will briefly introduce CONTRACTOR, explain the transition, and ask customers to confirm their level of service. Key transition dates, such as container delivery and start of service will be provided in the mailing, as will referrals for more information. These packets will be used primarily for transition, however, service guides will be used when new service is established for any customer, and will be updated from time to time with program changes.

- **Billing Inserts**

As per the Agreement, CONTRACTOR will prepare, print, and distribute inserts with CITY approval. CONTRACTOR proposes to align and incorporate the distribution of inserts and or newsletters with quarterly drop-off events, key CITY Sponsored events, and other community involvement activities. Inserts will be focused on generating increased diversion and CONTRACTOR will utilize observations of trends and common collection challenges to inform its topic choices and approach.

***In addition to the above, contract-required outreach efforts and initiatives, CONTRACTOR will also produce the following enhanced customer outreach components which are, in the CONTRACTOR’s estimation, important components of any program.***



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

- Quarterly Newsletters**

*CONTRACTOR will provide quarterly newsletters as program enhancement in the CITY of San Fernando, newsletters will feature on-going "how to" promotions to encourage residents to maximize the "San Fernando Recycles" program offerings. CONTRACTOR's San Fernando Recycling Coordinator will reach out to CITY staff to receive any information, articles, and announcements or photographs to incorporate in the newsletters. Additionally, as part of the annual contract management process, the Recycling Coordinator will the calendar CITY Sponsored Events.*

- "San Fernando Recycles" Corrective Action Notice (Oops Tag)**

*Corrective Action Notices are tags that drivers leave that indicate set-out problems, and are tailored to residential and commercial generator types. These tags can be used as a courtesy notice, or as a notice of non-collection when so marked. When used as a courtesy notice, the materials in question are taken, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper set-out for next collection. When used as a non-collection notice, the cart in question is not collected, and the customer is advised of the exact problem. The problem must be corrected prior to the following week's service. Use of *Oops Tags* are an important component of developing good recycling behavior amongst customers.*

*CONTRACTOR's Corrective Action Notice, or Oops Tag, will be utilized in one of two ways, depending upon CITY of San Fernando preference. The tag can be utilized regularly by drivers, whenever improper set-outs are observed, or it may be used as part of a campaign, where, for example, one route will be focused on per month, and *Corrective Action Notices* issued during collections in that month. The one exception to limited *Corrective Action Notice* distribution via campaign would be in cases where serious or unacceptable, recurring set-out problems by a particular customer or household are observed by the route driver. Naturally, *Corrective Action Notices* will be used a whenever a collection is unacceptable for health and safety reasons or due to an unpermissible level of contamination is observed in either the recyclables or green waste cart, which warrants the attention of the customer to clean up the materials or have the materials disposed of as MSW. When drivers turn in their *Corrective Action Notices*, the information is input into a database, and used for detecting behavioral patterns or trends that need correcting via CONTRACTOR's public education and outreach program.*

#### **Multi-Family Program Campaign Specifics – Compliance with AB 818**

Multi-family residents are generally more transitory than the single-family population, and therefore require a specialized approach and materials to make collection programs effective. Also, each complex is under unique management, and so CONTRACTOR suggests a tailored approach to its MFD public education and outreach program. Reviewers



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

should note that CONTRACTOR will supply ongoing recycling technical assistance to its multi-family customers as indicated at the conclusion of this section. First, information gathered during the audit process will be helpful in ascertaining the way in which MFD owners/managers prefer to work. Some managers prefer that information flow through them to tenants, some prefer the CONTRACTOR take the lead in communicating directly with residents. In either case, program elements will be the same; how such elements are distributed will comprise the variances in program logistics by complex. Emphasis will always be placed on educating people at the collection point. Not only is this an area the CONTRACTOR can easily have influence over, but it is a common area within the complex, and the place residents must frequent to dispose of their waste. The following additional program elements will be developed with the CITY's approval:

- **Complex Manager Information**

An information flyer will be developed especially for MFD complex managers providing a brief synopsis of program and corresponding contact information. This flyer will include information on regular service features: refuse, recycling and green waste collection services, but will also include information on special services such as holiday tree and bulky item collection services. As specified in the Agreement, complex managers will receive this general information annually—specifically information pertaining to the bulky item program.

- **Container Labels**

Frontloader containers, carts and debris boxes will be labeled in accordance with the Agreement. These will include warning and acceptable content labels. For example, recycling bins will be labeled as forbidding refuse, and will display a label describing acceptable contents. All labels will employ simple line graphics to convey general messages.

- **Collection Point Posters**

It is common to receive, from MFD managers, requests for program information to post at collection points or other common areas. This is an effective outreach mechanism since the message is posted at the place of materials discard, and often there is room for posting, such as on an enclosure wall. Posters will be laminated and posted by CONTRACTOR at collection points, with complex permission, just prior to transition between contractors. Route supervisors will inspect collection points to ensure collection point signage (including container labels) is maintained. Also, CONTRACTOR drivers will be asked to replace posters as needed.

- **MFD Recycling Technical Assistance**

CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional,



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

- **Recycling Workshops**

CONTRACTOR's Recycling Coordinator (or Public Outreach Specialist) will assist in the establishment and maintenance of MFD and commercial recycling programs and will help supply on-site recycling technical assistance and workshops. In addition to following up with MFD managers to address their questions, concerns, and any real or perceived obstacles to full participation in CONTRACTOR's MFD recycling program, the Specialist will also offer on-site workshops for interested residents to instruct them on "how to" use the recycling program, relay the benefits of recycling, and answer questions.

- **Multi-Family Recycling Tote Bags**

In conjunction with the initial outreach efforts, to be conducted within the start of the new service implementation, CONTRACTOR will supply bags at no additional cost for each multi-family unit (at least 3 units or more with a maximum of 2,000 bags) to utilize to transport materials from their residence to their recycling bin or cart. These bags are purposed to make recycling as convenient as depositing trash into a receptacle and offer a collection container to areas that may be space constrained. The Multi-Family Tote bags have been beneficial tools for many multi-family municipal customers and can be designed in conjunction with the CITY for distribution at the inception of the contract.

**Commercial Program Campaign Components**

Commercial generators are more receptive to recycling programs when two elements are present: a) the opportunity to save money; and b) when the program is easy to use, such that staff time to manage waste is minimal. Knowing this, CONTRACTOR auditors will emphasize these points during CONTRACTOR's initial recycling opportunity assessments. Outreach materials will be combined in a manner that addresses customer need, and submitted to customers during the audit process or in a subsequent mailing. Materials will be mailed if personal contact cannot be made between CONTRACTOR auditors and business managers during the initial assessment process.

- **Informational Flyers**

CONTRACTOR will develop a new set of informational flyers, one each addressing the following business types: a) retail; b) business office; c) restaurant and bar; and d) manufacturing. Each flyer will highlight recycling opportunities for the applicable business

**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

type, and will discuss program logistics—both for refuse and recyclable materials. Also, a specific flyer will be developed for roll-off customers that details recycling options, debris box sizes and the like.

- **Service Agreement and Rate Matrix**

A standard service agreement will be provided to San Fernando businesses. A rate matrix will be developed depicting the published rates for commercial refuse and recycling based on container size and frequency of service. During the initial recycling opportunity assessment period, garbage and recycling options will be presented, with heavy emphasis on recycling. *The goal will be to demonstrate to customers the benefits of recycling by educating commercial customers on the deep rate reductions available with CONTRACTOR's proposed rate structure, which is highly motivated by increasing recycling service.*

- **Container Labels**

FEL bins or MFD/commercial carts will be labeled in the same manner described above.

- **Recycling Workshops**

As mentioned in *Multi-Family Program Components*, above, recycling workshops will be offered to those businesses with a need for or that request such a service.

- **Miscellaneous Collateral Materials**

It has been CONTRACTOR's experience that often a particular business may need specialized outreach materials, such as information flyers to post in lunch rooms, or directives to send to each employee. The CONTRACTOR is committed to developing such materials, as requested by customers on a case-by-case basis. Generally, if is within the CONTRACTOR's power to produce an item that will make recycling programs success, CONTRACTOR will produce and deliver that item to its customer.

- **Commercial/MFD Recycling Technical Assistance**

CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional, and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

## **CONTRACTOR's Good Corporate Citizenship**

### **Public Education and Community Enhancements**



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN****Earth Day**

In celebration of Earth Day (or on Arbor Day depending on the CITY's preference) CONTRACTOR will donate 100 oak trees grown at Sunshine Canyon Landfill to the CITY. CONTRACTOR's Sunshine Canyon Landfill has one of the largest nurseries in the county and grows oak trees from seedlings. CONTRACTOR proposes to work with the CITY to select oak trees or other tree types for growing in our nursery and planting within the CITY.

CONTRACTOR will also work with the CITY and provide expertise and resources for San Fernando garden projects, streetscape projects, and designated tree focus areas as specified in the *Agreement*. CONTRACTOR agrees to fund the aforementioned activities and services in accordance with the *Agreement*.

**Neighborhood Watch Clean-Up**

CONTRACTOR proposes to develop and support a vibrant and engaging community effort in San Fernando, by partnering with local Police Department or other organizations and CITY Departments, to create an annual Neighborhood Watch Clean-Up. The focus of this event will be to engage the entire community to participate in a neighborhood cleanup, provide a unique opportunity to collaborate with the community and work with Lead Officers within the Police Department and the CITY's Department of Public Works. CONTRACTOR will provide roll-off boxes to collect recyclables, bulky item and green waste material as needed, gloves, rakes and essential tools for participants. CONTRACTOR will recruit volunteers, including its very own local team of volunteers to aid in a large-scale community clean-up and neighborhood watch experience. CONTRACTOR proposes to target the North and South End of the CITY for the 2014 clean-up event.

**Community Recycling Rewards Block Party**

Following the clean-up or perhaps to compliment the My CONTRACTOR Rewards Program, CONTRACTOR proposes to offer a Community Recycling Rewards Block Party to recognize and celebrate the community's environmental stewardship. Provided below is an example of an event CONTRACTOR hosted with the San Fernando Recreation Center. The event was a huge success; students played a game called "What Goes Where" and the "Ultimate Recycling Machine" designed to engage students and the community to think: reduce reuse recycle, and understand more clearly recycling do's and don't's.

**Community Involvement**

CONTRACTOR has identified the following current CITY sponsored events, and additional community events, organizations, and projects to assist with in the Service Area and will work directly with the CITY Council and CITY to seek out additional opportunities to contribute. Assistance may take the form of donated service; educational programs, presentations, and demonstrations; school-related events and projects; and other in-kind



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

contributions. Again, CONTRACTOR is committed to being a partner the CITY can count on.

**Current Sponsored Events:**

- Cesar Chavez (Mar)
- Heritage Days (Jun)
- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)

**CONTRACTOR Proposed Events & Organizations:**

- Cesar Chavez Scholarship & Commemorative Events
- Little Leagues (by request)\*
- Composting Workshops\*
- School Fundraising Activities\*
- Paper Shred Day\*
- Earth Day Celebration\*
- Composting Workshops\*

**Community Investment Fund – Recycling Revenue Sharing**

***CONTRACTOR proposes to establish a recycling revenue share program with the CITY where CONTRACTOR will return \$10,000 annually from the proceeds from the sale of recyclable materials to the CITY towards an annual community investment fund.*** On an annual basis CONTRACTOR proposes that each CITY Councilmember will select an annual event, program and/or CITY organization to provide \$2,000 (or alternatively the entire will council allocate the funding all at once annually.) Programs may include any of the aforementioned CITY Sponsored Events, Community Involvement activities or new programs established in the CITY. The goal of the program is to encourage recycling from all sectors and provide a stable source of monetary contributions to support San Fernando to thrive and become a more prosperous and sustainable CITY.

**Cesar Chavez Scholarship**

CONTRACTOR will contribute \$1,000 annually, to college-bound seniors through the Cesar Chavez Scholarship Program. The criteria for winning a scholarship could be an essay to discuss the cultural importance of the Cesar Chavez movement specific to San Fernando or Cesar Chavez's impact on the environment or other such themes. CONTRACTOR would extend its scholarship through the CITY Council or Cesar Chavez Committee to judge the received scholarship applications and essays to determine winners.

**Facility Tours**

CONTRACTOR will offer and promote free educational tours of any of its local facilities to community and school groups. Most recently CONTRACTOR has unveiled its new education center at Sunshine Canyon Landfill and a new Eco-Center at CONTRACTOR Services Recycling Complex located in Anaheim.

**Community Safety Initiative – We're Looking Out for You**

*We're Looking Out for You* is CONTRACTOR's crime prevention and safety watch program. The program enlists the active participation of CONTRACTOR collection personnel in



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

cooperation with law enforcement and emergency services to reduce crime and maintain neighborhood safety.

**Education for Schools**

**CONTRACTOR is the only service provider that services all of the grade schools, Colleges and Universities identified on the CITY of San Fernando website** including elementary, middle, high school, Cal State University Northridge, Los Angeles Mission College, Los Angeles Valley College and adult and continuation schools. CONTRACTOR's rich experience and tenure serving the San Fernando Valley and servicing the aforementioned schools is a testimony to the Companies expertise and commitment to provide education and outreach curriculum focused on waste reduction strategies. CONTRACTOR's school recycling education programs are uniquely designed to bolster diversion and institute innovative and environmentally sustainable programs for students, faculty and staff's environmental enrichment.

Although CONTRACTOR offers tailored waste reduction strategies for higher education institutions, as described above, the focus of this section will be on grade school education and outreach programs, as it is our belief the earlier we engage students to recycle and protect the planet the sooner recycling becomes second nature.

**Extending CONTRACTOR's State-of-the-Art LAUSD Programs to ALL San Fernando Schools**

In 2012, CONTRACTOR was awarded the exclusive solid waste management contract for the Los Angeles Unified School District (LAUSD,) the second largest school District in the nation, consisting of over 900 schools and facilities. The District asked CONTRACTOR to help meet ambitious recycling and cost reduction goals including reducing garbage volume and cost by 20% and getting recycling in every classroom.

Since this time, CONTRACTOR has implemented a training and education program that offers some of the most innovative and comprehensive programs in schools cafeterias, maintenance areas, lunch areas, and classrooms designed to introduce green measures for all audiences and maximize recoverability from the waste stream. Through CONTRACTOR's established partnership with LAUSD the CONTRACTOR is charged with supporting the District's goals to become the "greenest school District in the nation." CONTRACTOR is incredibly committed to the success of LAUSD's aforementioned goal. CONTRACTOR firmly believes sustainability of the planet is in the hands of future generations. As such, schools recognize the necessity to play a leadership role in environmental education and action.

CONTRACTOR understands the majority of the CITY's grade schools are a part of the LAUSD system, however working with the CITY, CONTRACTOR proposes to engage all of San Fernando's grade schools, including those that are not comprised within the LAUSD

**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

structure, in sustainability efforts and offer them the tools to be as green as LAUSD. The following is a list of menu items CONTRACTOR provides to the District that CONTRACTOR will offer to all of San Fernando's schools:

**Recycling Education and Training Program**

CONTRACTOR will extend the support and resources of our 8 dedicated LAUSD Recycling Trainers and offer the same advanced training and technical support to the students, teachers and faculty at all of San Fernando's grade schools. In fact, San Fernando and all schools located in the District's North Educational Service Center will have direct access to their own dedicated LAUSD Recycling Trainer. CONTRACTOR's ultimate goal is to encourage that each school implement a recycling program and generate ongoing participation to increase diversion for not only LAUSD but for San Fernando.

**Key Recycling Education Program Components**

- In classroom containers
- Additional Classroom Recycling Carts
- Recycling Education Tools
- Lunchtime Recycling
- Cafeteria Recycling
- Office Area Recycling
- Breakfast in the Classroom Recycling Program – *prevalent at ALL San Fernando Schools*
- Innovative Incentive Programs
- Support with School Recycling Fundraisers
- Community Presentations for Parents, Families and the Community
- Large Venue Recycling Event Assistance

CONTRACTOR will commit to providing recycling education to San Fernando Schools that are not part of the LAUSD system with an emphasis on elementary schools. LAUSD students will also receive scholarship opportunities; however **CONTRACTOR has established an additional Scholarship opportunity specifically for San Fernando residents, through this proposal.**

**Elementary Schools Program – and Organics Opportunities**

Prior to the start of each school year, CONTRACTOR will send a letter to the elementary schools in San Fernando providing information and details pertaining to the availability and content of a once annual CONTRACTOR recycling assembly for grades preschool through Grade 3. In addition, the letter will highlight the availability of recycling curriculum and other classroom tools to engage students to recycle.

CONTRACTOR will also utilize this opportunity to engage schools to establish an organics



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

composting program, via CONTRACTOR's Recycling Trainers. Through CONTRACTOR's active experience at each school, CONTRACTOR understands that Morningside Elementary has an active garden club and is primed for such a program. CONTRACTOR is interested in providing compost/worm bins, composting workshops, and or compost/wood chips to engrossed schools. Due to the time commitment involved in developing, implementing and maintaining a successful organics composting program, CONTRACTOR will work with each school to tailor organics programs such that they are supported by the School's administration, faculty, advisors, teachers and staff.

**Assemblies with MRFY—The Recycling Robot**

CONTRACTOR's *MRFy – The Recycling Robot* will be available to grades K-3 for assemblies and special events. MRFy is a fully automated Recycling Robot made from recycled parts whose purpose is to provide a fun and interactive approach to recycling. The presentation begins with a CONTRACTOR Services associate providing a short introduction and some fun facts about the CONTRACTOR, its services and the upcoming show. It then quickly follows with a re-cycle chant so MRFy knows it's show time. Once MRFy hits the stage he takes the lead through song, interactive questions and also inviting audience members on stage to identify pieces of recyclable materials.

After MRFy's presentation, a short video is shown. This Video is narrated by MRFy and shows where recycling material is sorted and what happens to it after it is thrown in the garbage. The presentation is then completed with questions and answers.

CONTRACTOR proposes to offer MRFY assemblies for an incentive/reward for Principals to engage students not only in recycling but academic performance, leadership and/or environmental stewardship.

**Recycling Rosie Curriculum**

CONTRACTOR proposes to offer use of its award winning Recycling Rosie curriculum to elementary schools, and will also offer assemblies, as well as other resources, to teachers.

The full curriculum is 86 pages and provides complete lesson plans for teachers. Curriculum objectives include:

- Introduce students to solid waste management systems and problems that arise when waste is not properly managed;
- Help students learn about the cyclical nature of the environment;
- Teach the three Rs of the solid waste disposal solution (reduce, reuse, recycle); and
- Encourage students to participate in recycling programs and to create additional solutions.

The full curriculum is available at:

**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

<http://www.CONTRACTORservices.com/Documents/recycle-rose-education-curriculum.pdf>.

**Recycling Education for All Grade Levels**

For all, including older school-aged children, there are additional resources downloadable for free from CONTRACTOR Services website, including a collection of 20 environmentally-themed videos, such as *A Cereal Box Goes Full Circle*, which traces the life cycle of a cereal box from market shelf, to CONTRACTOR's recycling processing facility, and back to market. *Cookie Wrapper Kite* shows creative uses for cookie wrappers, such as building a kite.

Another such video provides composting how-to information which would provide a hands-on learning experience for science teachers and students.

Videos are available to watch at:

<http://www.CONTRACTORservices.com/Corporate/EnvironmentEducation/recycling-videos.aspx>

Several other resources are available on CONTRACTOR's website, such as

- Kids Zone
- Recycle-Bowl Competition
- A national K-12 recycling competition with rich educational materials and group activities
- Waste In Place
- The flexible K-6 curriculum featuring 33 lessons on litter prevention, waste reduction, recycling, landfills, and more.
- Clean Sweep U.S.A.
- A fun and engaging educational site designed to supplement middle school environmental education curriculum.
- Toolbox for Community Change
- Offers full-color classroom posters, such as the "236 Million Tons of Trash" poster.

CONTRACTOR will provide links to all of its free educational resources in its annual letter to principals at the beginning of each year.

**Summary of Approach**

CONTRACTOR will focus on increasing the diversion of various reusable, recyclable, and compostable materials from these sectors, in accordance with the CITY's waste diversion and resource conservation goals. CONTRACTOR's aim is to maximize tons diverted and level of participation while minimizing materials contamination.

CONTRACTOR will provide practical advice, encouragement, and positive reinforcement to customers in support of these goals. CONTRACTOR will develop collaborative working



**Collection Service Agreement****December 9, 2013****Exhibit 6****PUBLIC EDUCATION PLAN**

relationships with the CITY of San Fernando and customers.

**Conclusion**

The elements conveyed in this section by generator type serve primarily as a starting point for development of diversion, education, and outreach program elements and collateral materials that align to the CITY's new diversion goals and new contract. These proposed elements are based on CONTRACTOR's present familiarity and experience in San Fernando, and will be designed to provide customers with the information they need in an abbreviated format that is appropriate and will appeal to the generator type in question, as well as provide good incentive for recycling. The objective of the program is to bring customers in line with the CITY's vision of sustainability with a bottom line result of a practical and achievable level of increased diversion.

CONTRACTOR cannot emphasize enough the fact that mining the MFD and commercial generators for recyclable materials is key to a steady increase in diversion over the term of the contemplated contract period. The objective of steadily increasing diversion cannot be met without a reasonable and ongoing effort to remind customers of their recycling options and the benefits of recycling, coupled with the necessary tools to perform recycling activities. CONTRACTOR believes the above outline encompasses all the basic elements to accomplish CITY objectives, and is open to the evolution of these ideas prior to the initial transition period and throughout the term of the *Agreement*.

***Provided below, is a detailed summary of the Public Education and Outreach programs designed and tailored for the CITY's specific diversion program goals***



## Collection Service Agreement

December 9, 2013

Exhibit 6 PUBLIC EDUCATION PLAN					
Public Education Programs * Enhancements are noted in red	Obligatory	SFD	MFD	Comercial	Schools
Website	Y	X	X	X	X
Postcard Initial Mailing	Y	X			
Introduction letter	Y	X	X	X	
How to Packet/Brochure	Y	X	X	X	
Billing Inserts	Y	X	X	X	
Quarterly Newsletter	N	X	X	X	
Oops Tag	N	X			
Complex Manager Information	N		X		
Container Labels	Y	X	X	X	
Collection Point Posters	N		X		X
Recycling Workshops	Y	X	X	X	
Multi-Family Tote Bags	N		X		
Informational Flyers by Business Type	N			X	
Service Agreement Matrix	N		X	X	
Commercial/MFD Technical Assistance	N		X	X	
School Education and Outreach	Y - enhanced				X
School Recycling Trainers	N				X
School Assemblies with MRFy the Robot	N				X
Scholarship Program	N	X	X		X
Public Education Enhancements					
Earth Day Celebration - 100 Trees!	Y - enhanced	X	X	X	X
Neighborhood Watch Clean-Up	N	X	X	X	
Community Recycling Block Party	N	X	X	X	
Community Involvement	N	X	X	X	
Community Investment Fund	N	X	X	X	X
Facility Tours	N	X	X	X	X
Community Safety Initiative	N	X	X	X	X

**Collection Service Agreement****December 9, 2013****Exhibit 7**  
**DIVERSION PLAN**

CONTRACTOR is committed to providing the CITY with top-notch programs that will deliver increased diversion in a safe, efficient, and low-cost manner, and that also enrich the community. The chart below provides the basis for CONTRACTOR's diversion projections by line of business and overall minimum diversion rate guarantee of 50 percent on material collected by the hauler as per *Article 4 of the Agreement*.

It is important to note that Cal Recycle no longer reports diversion in percentages for Cities. Beginning in 2007, Cal Recycle implemented the **per capital disposal rate which is used as one of several factors in determining a cities compliance with AB939, and allows Cal Recycle to set their primary focus on successful implementation of diversion programs. The CITY's most current per resident disposal rate target (PPD) is 8.9.** By achieving a PPD of 8.9 the CITY would thereby be achieving 50% diversion of the CITY's municipal solid waste from the landfill. **San Fernando has consecutively surpassed the State mandated 50% diversion rate by exceeding Cal Recycle's PPD by nearly half; in 2011 the PPD was 4.6, thereby reaching an estimated overall diversion rate of 65%.** Although San Fernando is well exceeding the state's target, CONTRACTOR's diversion plan proposes to not only meet the cities overall minimum diversion guarantee of 50% and 85% for C&D, but also offer additional diversion and public education and outreach program enhancements that will increase the CITY's overall diversion and augment the number of diversion programs that CITY will report to Cal Recycle beginning in 2014. Furthermore, CONTRACTOR guarantees throughout the term of the *Agreement* the CITY will meet all State mandated regulations: AB 341, AB 32, and AB 818.

To accomplish this and the CITY's sustainability objectives, CONTRACTOR will, through its initial recycling opportunity assessments of all commercial/MFD premises, offer each customer unlimited recycling collection at significantly reduced rates (nearly 60% less than refuse rates). The service level offered will be calculated through the use of experienced audit staff and Cascadia Consulting Group's EcoDiversion Calculator Tool—described later in this section. Recycling container size and type will be based on customer need, customer preference, and site/access constraints, but in any case will consist of a minimum of a 65-gallon cart or bin of adequate size. All customers will be offered instructional materials specific to their generator/business type.

All customers will receive follow up monitoring to ensure optimal use of recycling programs by employees and tenants and customer satisfaction. CONTRACTOR will deliver on-site technical assistance, training, or workshops to any customer who requests it. CONTRACTOR will report to the CITY customer participation as per the reporting requirements of the *Agreement*.

Included is an explanation of how the CONTRACTOR arrived at our projections. 2012 tonnage figures, annualized, were used in CONTRACTOR's projections except where noted.



## Collection Service Agreement

December 9, 2013

## Exhibit 7

### DIVERSION PLAN

The chart on the following page also highlights CONTRACTOR's minimum recovery rate for processed bin refuse, debris box, SFD, MFD, Commercial, and CITY services materials.

A *Waste Flow Chart* follows, which shows the flow of waste through CONTRACTOR's proposed facilities.

Following the *Waste Flow Chart* is additional information about each named facility. **The Proposal reflects the CONTRACTOR's commitment to reduce the impact on the CITY's roads and air quality and improve current collection services meanwhile decreasing costs, by proposing facilities based on efficiency and proximity: CONTRACTOR always seeks to minimize its carbon footprint.** CONTRACTOR owns and operates Sunshine Canyon Landfill and has established Agreements with the other proposed facilities and guarantee's capacity for the term of the agreement. CONTRACTOR will also provide actual copies of facilities permits upon the CITY's request.

Lastly, CONTRACTOR has provided methods used for diversion programs by program type (SFD, MFD, Commercial, Debris Boxes or Industrial, and CITY Recycling) and has also provided a schedule showing specific program tasks, milestones and time frames for meeting the diversion requirements of the Agreement.

#### San Fernando Waste Flow and Tonnage Information

Line of Business	Collected Tons	Diverted Tons	Residual Tons	Diversion Percentage
SFD	9,631	7,915	1,716	82%
MFD	7,351	1,485	5,866	20%
Commercial	2,100	924	1,176	44%
Debris Boxes	6,072	3,164	2,908	52%
CITY Services	4,319	1,108	3,211	26%
<i>Grand Totals</i>	<i>29,473</i>	<i>14,596</i>	<i>14,877</i>	<i>50%</i>

#### Recycling and Diversion Methodology by Sector

As evidenced in the preceding *Waste Flow and Tonnage Chart*, CONTRACTOR has captured tonnage estimates for year one of service and guarantees that the recycling and diversion programs and enhancements to meet the diversion obligations of 50% overall and 85% percent for C&D, as well as stand in full compliance with current and future recycling legislation. CONTRACTOR's has captured the diversion program enhancements on the following pages of this section, which are provided as at *no additional cost*.

#### San Fernando's Waste Stream



**Collection Service Agreement****December 9, 2013****Exhibit 7**  
**DIVERSION PLAN**

CONTRACTOR's current familiarity with San Fernando's waste stream is based upon the information provided by the CITY and the incumbent hauler. The CITY's current collection conditions have enabled CONTRACTOR to develop and outline a practical program that is certain to return the intended diversion outcome of 50 percent diversion of the waste materials it is responsible for collecting and processing, thereby allowing the CITY of San Fernando to meet and exceed State diversion mandates as calculated according to those State regulations and according to the *Agreement*.

**Residential Diversion Programs and Enhancements**

CONTRACTOR's intention for San Fernando residents is not only to provide an exceptional level of outreach to engage customers in order to increase recycling participation and diversion but also to provide convenient recycling and diversion program enhancements that make a real difference in diversion primarily because of their ease of use and tremendous value. CONTRACTOR is confident through its proposed diversion and education and outreach program that we will be able to increase recycling participation and also achieve the CITY's 50% diversion goal by the end of 2014.

**Residential Recycling Rewards Program - Enhancement**

To provide recycling motivation to San Fernando residents, CONTRACTOR, in conjunction with the CITY, will create a Recycling Awards program called My Republic Rewards. The goal of the My Republic Rewards program is to educate single-family residents on the importance of recycling and the materials that should be diverted. Additionally, the program is designed to reward single-family residents for enhanced recycling efforts. Each quarter a Recycling Star will be awarded to residential customers. Included with Recycling Star will be a gift card to a local San Fernando business. Eligibility for the single-family dwelling (SFD) recycling awards program will require each customer to sign up via the My CONTRACTOR Rewards website. Residential customers will be divided into geographic areas as determined by the CITY and CONTRACTOR. **CONTRACTOR will provide an estimated \$3,500 in incentives back to residents by way of gift cards.**

CONTRACTOR trucks, upon completion of service, will weigh the recycling contents from each of the zones and at the end of each quarter every resident in the winning zone will receive the Recycling Star and a gift card for use in a local San Fernando business. At the end of each year 3 SFD customers will be selected as the residential Recycler of the Year and will receive free solid waste and recycling collection services for one-year. CONTRACTOR will announce the recipients of the annual Recycler of the Year via news releases, on the website, and at a special event to be developed in partnership with the CITY, please find event information in the *Public Education Plan*. In addition, the residential community zone that recycles the most each year as determined by the tons of recycled material each week will receive \$1,000 towards a community project in their neighborhood.



**Collection Service Agreement****December 9, 2013****Exhibit 7****DIVERSION PLAN**

***CONTRACTOR envisions our total My CONTRACTOR Rewards to reach \$5,000 annually.***

**Quarterly Drop Off and Compost Donation Event – Enhancement**

CONTRACTOR will sponsor and conduct a quarterly drop off event whereby residents may also be provided with free compost or mulch. As an enhancement, to increase participation and raise awareness about the CITY's new diversion opportunities CONTRACTOR proposes quarterly drop off events may be purposed for one or more of the following purposes: bulky item, universal waste, reusable clothing, e-waste and or green waste material. As an enhancement, CONTRACTOR will coordinate with several local charities such as Valley Family Center, Goodwill and/or Salvation Army for reuse of materials collected to the extent possible. Outreach efforts will be made to local organizations and other nonprofit programs that may be able to use furniture as well. Nothing will be disposed of in a landfill until every reasonable attempt has been made to recycle it back into use.

**Books Recycling Program - Enhancement**

There is a solution to recycling books with a little shelf life left in them: CONTRACTOR will team up with the San Fernando Library to collect and re-purpose landfill-bound books and donate them to the Library's After School Programs which support CITY programs and also Gridley and Morningside elementary schools. San Fernando residents will be able to leave their books at the Library and at School in CONTRACTOR provided receptacles. Recycled books will be donated to the program and for students to take home. The Library currently purchases books and salvages any books available for students to take home. CONTRACTOR proposes to coordinate this effort and support the Library with this important CITY funded After School Program.

**Semi-Annual Community Paper Shred Days- Enhancement**

CONTRACTOR will host two annual shred days each year of the *Agreement*. The CONTRACTOR will contract with a document shredding service, the equipment will be brought to a designated drop-off site within the service area, and residents will be able to have their personal documents shredded. This service is provided at no additional charge to the resident or the CITY.

***Green Waste Diversion Program:*****Backyard Composting Program- Enhancement**

CONTRACTOR will promote backyard composting through underwriting 50 percent of the cost of compost and worm bins for San Fernando residents. Information will be made available on the CONTRACTOR's website and quarterly newsletters.

**Composting Workshops- Enhancement**



**Collection Service Agreement****December 9, 2013****Exhibit 7**  
**DIVERSION PLAN**

CONTRACTOR will provide composting workshops, a minimum of two composting classes per year, with the objective of raising resident awareness as to the benefits of closing the loop through home composting produced from kitchen food scraps and returning composted material to their gardens to enrich the nutrient content of the soil.

**MFD and Commercial Diversion Program Enhancement**

CONTRACTOR will achieve a higher level of diversion in the MFD and commercial waste stream through 1) source separated recycling of commercial business and MFD complexes; 2) Taking additional solid waste to the Commerce Refuse-To-Energy Facility, resulting in 25% of the MFD/commercial waste stream being diverted; 3) CONTRACTOR will promote MFD and commercial recycling through the methods described in this section, moving more tons of dry/recyclable waste from the commercial trash to the recycling stream. 25% percent of those collected tons will be recovered through the single stream sort line at SVP and through incineration at the Refuse-To-Energy Facility. Making these programs available to commercial and MFD customers, promoting these programs, providing monitoring, training, and technical assistance guarantees compliance with AB 341 and AB 818.

Single stream/commingled recycling will be offered at 60% less than the current refuse rates to San Fernando MFD/commercial customers as an added incentive to enroll in the program.

**Initial Recycling Opportunity Assessments**

To identify opportunities and promote new and expanded commercial recycling in San Fernando, CONTRACTOR will conduct a waste and recycling assessment at each business and institution located in the CITY during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes to ensure that commercial customers are receiving the least-cost service that meets their disposal and recycling needs. During the assessment, customers with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

Additional diversion programs provided to compliment the MFD and commercial diversion goals as outlined in this section include but are not limited to: **Ongoing Recycling Technical Assistance, Recycling Workshops and MFD Recycling Tote Bags.**

**Food Waste Diversion Program**

CONTRACTOR will implement a program to divert food waste collected from commercial businesses in San Fernando. To accomplish this, and ensure maximum participation, CONTRACTOR will offer a streamlined cart collection system consistent with the CITY's existing program. Commercial businesses will dispose of their food waste in CONTRACTOR



**Collection Service Agreement****December 9, 2013****Exhibit 7  
DIVERSION PLAN**

provided carts. After their weekly collection, provided once a week, food waste will be sorted out at Crown Disposal and transferred to Crown's Community Recycling facility located in Kern County, for processing into compost or mulch. To collect organics from commercial businesses that generate higher food waste volumes, such as sit-down restaurants, CONTRACTOR will provide 65- gallon food waste containers. CONTRACTOR will work with commercial food service establishments, kitchen staff, and janitorial staff to provide training on proper collection of food waste.

CONTRACTOR will identify food waste program candidates during the initial recycling opportunity assessments indicated above. The program will be promoted in all commercial promotional materials. Food waste customers will be monitored closely to ensure maximum program participation and that contamination is mitigated. CONTRACTOR will be proactive in providing training where unacceptable contamination is evident, and where food waste is not being diverted through the program.

**CITY Collection Diversion Program Enhancements****Initial Recycling Opportunity Assessments**

To identify opportunities and promote new and expanded CITY recycling in San Fernando, CONTRACTOR will also conduct a waste and recycling assessment for CITY services during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes upon receiving CITY approval, to ensure that the CITY's service meets their disposal and recycling needs and that the CONTRACTOR is supporting the CITY to maximize recoverability from the waste stream. During the assessment, CITY facilities with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

**CITY Sponsored Events Collection Services – Enhanced Offering**

In addition to its regular CITY Public Containers Collection services, CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events and additional events as deemed by the CITY and in Exhibit 4 of the Agreement.

As an enhancement, CONTRACTOR will supply its coordinator to work with the CITY and other community/civic groups to assist in the planning and preparation of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during



**Collection Service Agreement****December 9, 2013****Exhibit 7**  
**DIVERSION PLAN**

events. CONTRACTOR's commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least. CONTRACTOR has special expertise to share relative to several of the current and additional proposed events as listed in the *Agreement*.

**Anti-Scavenging – Enhancement**

CONTRACTOR will introduce an "Anti-Scavenging Unit" for San Fernando, to support the Cities current Anti-Scavenging Ordinance, for purposes of patrolling the service areas during peak scavenging hours to ensure the CITY receives credit for the diversion of all recyclables generated within the CITY. CONTRACTOR Services proposes to support the existing efforts and work closely with the CITY of San Fernando to develop and institute an effective program and will institute any feasible measures to discourage scavenging of recyclable solid waste from the residential solid waste stream. Although CONTRACTOR understands scavenging is not a present high concern in the CITY, our program is offered as an enhancement to add value and to support existing CITY Services where CITY resources may be constrained. CONTRACTOR has partnered with other Cities to implement such a program and we are pleased to offer this service to the CITY.

**Sharps Collection– Enhancement for Seniors**

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customers residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. **As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for seniors.** CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

**San Fernando's Dedicated CONTRACTOR Recycling Coordinator Roles and Responsibilities**

CONTRACTOR envisions the Recycling Coordinator to be instrumental in the fulfillment of each of the aforementioned tasks, act as the champion for the "San Fernando Recycles" program and support the public and education outreach programs as described in this *Proposal*. **The Recycling Coordinator will be the responsible for managing the Diversion Program Timeline as described on the following pages of this proposal, which is designed for year one activities to increase recycling participation and to reach the CITY's 50% diversion goal.**



**Collection Service Agreement****December 9, 2013****Exhibit 7**  
**DIVERSION PLAN**

The Recycling Coordinator will also act as the CITY's liaison to other CONTRACTOR Departments. CONTRACTOR envisions his/her role will be to work as the Customer Service/Billing Kiosk and support customer service and billing functions as half of the role and work with CONTRACTOR's Municipal Relationship Representative for the other half. He/She will consistently evaluate and stay on target with the Transition, Collection Operation, Customer Service, Public Education and Diversion Plan's as outlined in this *Agreement*. He/she will ensure all reports, newsletters and education and outreach are produced timely and accurately in a manner that reflects the quality product that is CONTRACTOR and that the CITY deserves.

**Summary of Tasks to be Undertaken**

With the support of San Fernando's Dedicated Recycling Coordinator, CONTRACTOR will provide the following services (these specific programs are provided in further detail with tasks and timeframes for meeting the year one diversion goals, on the *Diversion Program Timeline*):

- *Customer screening, targeting outreach.*
- *On-site Recycling Opportunity Assessments.*
- *Customer training.*
- *Customer monitoring, troubleshooting, and follow-up.*
- *Reinforcement for cross-program education and use.*
- *Program analysis and recommendations.*

**Summary of Services to be Provided**

Captured below is a summary of services to be provided with the support of San Fernando's Dedicated Recycling Coordinator:

- Assist in identifying and screening customers for opportunities where a significant diversion potential is possible.
- Conduct or assist in on-site recycling opportunity assessments, off-site audits of compactor loads, program assessments, staff and/or tenant training, on-site implementation assistance, and follow-up monitoring of customer performance.
- Evaluate and present options for recovering or substituting difficult-to-recycle, compost, or reuse materials, such as identifying opportunities to use compostable or recyclable food service ware or packaging.
- Develop outreach materials about waste reduction, recycling, and composting; distribute such materials when meeting with customers.
- Assist in gaining management support and dedication of staff resources from customers for program implementation.
- Identify and promote other program or recognition opportunities such as potential

## Collection Service Agreement

December 9, 2013

## Exhibit 7

### DIVERSION PLAN

Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.

- Develop program tracking measures and prepare progress reports on impacts of program implementation, such as waste diversion, participation levels, contamination, cost savings, generator satisfaction, and recommendations.
- Other tasks as requested by customers and/or the CITY.

### Diversion Program Timeline

DIVERSION PROGRAMS <i>*Note: Enhancements noted in red</i>	DIVERSION TASK and MILESTONES	SCHEDULE	CONTRACT REQUIREMENT	SID	MFD	COMM	CITY	SCHOOLS
<b>My Republic Rewards</b>	Immediate action will be to prepare a separate implementation plan within 60 days of start of service. Republic will present this plan to City for approval. Goal will be to increase SFD diversion year over year and increase program participation via the website year over year.	Start of Service, Ongoing	N	X				
<b>Quarterly Drop Off</b>	Confirm quarterly schedule; Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Quarterly	Y - enhancement	X	X	X	X	
<b>Books Recycling Program</b>	Republic to implement within 90 days from start of service. Recycle more books year over year.	Ongoing	N	X	X	X	X	X
<b>Semi-Annual Community Paper Shred Days</b>	Confirm schedule; Incorporate in quarterly newsletters; Recycle more paper year over year	Semi-Annual	N	X	X		X	
<b>Initial Recycling Opportunity Assessments</b>	City / Outgoing hauler to provide customer lists; Republic to conduct prior to start of service; Distribute education and outreach; monitor AB341 compliance	Start of Service	N		X	X	X	
<b>Ongoing Technical Assistance</b>	Recycling coordinator to conduct annually with emphasis on MFD/Commercial accounts with no recycling service; Distribute education and outreach; Monitor AB341 compliance	Annually	N		X	X	X	X
<b>Sharps Collection - enhanced for Seniors</b>	Incorporate in annual brochure and newsletter (see Transition Plan); Recycle more Sharps year over year	Ongoing	Y-enhanced	X	X		X	
<b>City Sponsored Events Collection -enhanced</b>	City Representative to confirm in finalized Agreement. Monitor year over year diversion for improvement.	Annually	Y-enhanced	X	X	X	X	X
<b>Anti-Scavenging</b>	City Representative to confirm in finalized Agreement; Republic to implement with Public Works and/or other City Departments. Monitor quarterly for reduced scavenging activity.	Ongoing	N	X	X	X	X	X
<b>Green Waste Diversion Programs</b>								
<b>Backyard Composting</b>	Republic to incorporate in annual brochures and newsletters to increase composting participation. Track annual compost bin purchases through 50% rebate for year over year improvement.	Ongoing	N	X	X	X	X	X
<b>Composting Workshops</b>	Republic to schedule in conjunction with school outreach and confirm with City Representative. Monitor program participation for year over year improvement.	Semi-Annual	N	X	X		X	X
<b>Annual Green Waste Shred Day; Compost and Mulch Giveaway</b>	City Representative to confirm quarterly schedule; Republic to incorporate in quarterly newsletters. Compost and mulch provided to City upon request.	Annually	Y	X	X	X	X	X
<b>Curbside Diversion Programs</b>								
<b>Curbside Bulky Item Pick Up</b>	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y-enhanced	X-extra	X-extra	X	X	
<b>High Diversion Bulky Item Collection</b>	See above	Ongoing	N	X	X		X	
<b>Holiday Tree Collection - Enhanced for MFD</b>	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Annually	Y	X	X-extra		X-drop off	
<b>Universal Waste</b>	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y	X	X		X	
<b>Used Oil and Filters</b>	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y	X	X		X	
<b>Food Waste Diversion</b>	Republic to incorporate via initial audits according to Transition Timeline. Additional education will be included in annual brochures and ongoing education; Monitor diversion for year over year improvement	Ongoing	Y	Alternative		X	X	X

Other specific collection programs as mentioned in the contract will be detailed in Section 4B- Collection Operations Plan. A schedule showing specific programs, task, milestones and timeframes is also provided in Section 5A-Diversion Plan for meeting diversion requirements.

### Monthly Diversion Education Program Management

As part of our commitment to be a partner the CITY can count on, CONTRACTOR will incorporate a monthly program management report which will include a timetable for



**Collection Service Agreement****December 9, 2013**

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**Exhibit 7****DIVERSION PLAN**

implementation of Diversion and Education and Outreach Program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key activities as established by CONTRACTOR and the CITY Representative. The CONTRACTOR Services Diversion Education Program Management tool is a new resource utilized by CONTRACTOR Services to ensure we are meeting and exceeding our recycling education and diversion goals.

**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

All customer service standards, initiatives, and training programs revolve around the five R's of CONTRACTOR's Star and the CONTRACTOR's Mission and Customer Service Goals.

CONTRACTOR also understands that each CITY represents a unique blend of cultures, ideas, and perspectives. That uniqueness is valued and respected, and factored into the refinement of local customer service policies and procedures.

**CITY Requirements**

CONTRACTOR proposes two offices dedicated to serving the CITY of San Fernando—a local kiosk and a regional Customer Service Contact Center. CONTRACTOR's San Fernando kiosk is proposed to be housed at CITY Hall. The San Fernando kiosk is a convenient location for customers to make payments and for CONTRACTOR's dedicated staff to respond to service inquiries, further details are provided in the following pages of this section. Additionally, CONTRACTOR has a Customer Service Contact Center located in Santa Fe Springs, California, and features a staff of over 40 full-time highly-trained customer service representatives and employs a state of the art Cisco telephone system which identifies customers when their calls are received, automatically pulls up customer records, and provides for a full range of advanced reporting features—allowing the CONTRACTOR to track and report specific data sets for the cities CONTRACTOR serves.

**Staffing Levels and Abilities**

CONTRACTOR has a highly accurate staffing level forecasting tool it uses to gauge staffing level needs on an ongoing basis. This tool ensures that a live person will answer each phone call within three rings. The tool utilizes the following criteria to determine ideal staffing levels:

- *Monthly peak volume call intervals*
- *Event information calls*
- *Scheduled Customer Service Representative (CSR) vacations*
- *Absenteeism projection*
- *Inclement weather or disaster information*
- *Breaks and lunches (scheduled during low call volume periods)*
- *Program implementation.*

**Multi-Lingual Call Center**

CONTRACTOR customer service has the following language capabilities in-house: English, Spanish, Cantonese, Vietnamese and Mandarin. All education and outreach will be provided in English and Spanish, additional languages maybe be provided as the CITY may reasonably direct.



**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN****Dedicated Phone Line and CSR**

In addition to our Customer Service Center (and toll-free telephone lines) CONTRACTOR will install a dedicated phone line with a San Fernando phone number and station a Customer Service Representative (CSR) at the local office for customer convenience. This is intended to help put a face to the CONTRACTOR, make CONTRACTOR approachable for San Fernando residents and business managers, and facilitate ongoing communication regarding service in order to continually tailor and improve service delivery to all customer types within the CITY.

CONTRACTOR's customer experience is defined by "one call resolution." CONTRACTOR is proud that when a customer calls the customer service call center they are quickly connected with the appropriate representative who will be able to resolve their needs from beginning to end. When calling, customers are prompted to respond to two main menus of information to get them to the appropriate customer service representative:

**Menu 1:** Establish Line of Business- Customers are prompted to select a line of business (residential, commercial, industrial.) Once a customer makes this selection they automatically are prompted by the second menu.

**Menu 2:** Type of Request-Customers are prompted to select what type of service they are calling about (payment, billing question, missed pick, extra pickup, new service request, etc.). After making this last selection they will be directed to a customer service representative who will be able to respond to their service needs without needing to transfer to another representative. This is what we mean by "one call resolution."

**Customer Service Standards**

The following basic customer service principles are maintained at CONTRACTOR:

- 1) All new residential customers receive the option of getting literature in hard copy or paperless, for garbage, recyclable materials, and green waste collection. All collateral material will also be posted to the CONTRACTOR's new website.
- 2) CSRs will process and accurately enter to InfoPro, customer related documentation, route sheets, equipment work orders and other paperwork on a same-day basis and we will provide error-free invoices.
- 3) All customer complaints are resolved to the customer's satisfaction, (or a customer agreed plan exists to solve the complaint), within one business day of the receipt. CONTRACTOR's closed loop process must be maintained.
- 4) Commercial/residential on-call service is provided on the date requested by the customer. Roll-off service requires same day service if the request is received by noon local time, or service by noon the next day if the request is received after noon local time.
- 5) Clean, decaled containers and carts are delivered and/or placed on time and exactly



**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

to CONTRACTOR customer requirements.

- 6) Customer site conditions are left in a clean, orderly fashion – litter picked up, lids and gates closed and locked, and carts are left neatly on the curb.
- 7) All dispatched services are completed on the day assigned with zero misses.
- 8) Professional CSRs will answer each customer phone call within 25 seconds and no more than three rings.

These Customer Service Standards are evaluated on a regular basis. The Customer Service Manager must report every Monday on the previous weeks' misses, container management progress, unscheduled requests and the speed of answer and abandon rate for the customer service department. The data then populates a weekly summary and trends can be evaluated. In addition, an explanation or action steps must be provided when a goal is not met.

**The following page provides a summary of CONTRACTOR's Division Service Standards, which *guarantee* the CITY, and its residents and businesses the quality of service that CONTRACTOR is committed to provide.**

### **Procedures for Handling Common Customer Requests**

When fielding a call, CSRs immediately access the customer's account information in InfoPro. The CSRs can access all pertinent information, including service address, pick-up day, rate per month, service level, and a complete history of service requests and resolution.

After determining the customer's need, the CSR will input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order. The timing for responding to these work orders will be as specified in the Collection Services Agreement.

- *If the inquiry is simply for information or clarification about CONTRACTOR programs, the CSR will answer the question and close the file.*
- *If the request requires action on the part of CONTRACTOR, the CSR will enter a work order for the appropriate department to address the matter, end the telephone call, and produce an online work order in InfoPro, which must be closed out within two days.*

Each time a customer calls CONTRACTOR, CSRs enter into a daily record all questions and complaints; each call input includes date, time, customer's name and address if they are willing to provide this information, and the nature, date and manner of the resolution. Under the new contract, any calls received via answering service will be inputted and entered no later than the following day, other than Saturday, Sunday and Holidays, when calls will be input on the next work day. All e-mails are currently logged and the customer is contacted within 24 hours.

Dispatch maintains a log of all orders requiring driver action. Upon receipt of the work order



**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

needing completion that day, dispatch contacts the appropriate driver and provides instruction as to what is needed to complete the order. In addition, each driver contacts the dispatch after they've completed their assigned route. At this time, the dispatcher will relay any orders the driver needs to complete and will also advise the driver if their assistance is needed in the event of a breakdown on another route.

Depending on the nature of the customer concern, and if the issue has been flagged as a priority, the Dispatch Office radios the Supervisor in charge of the specific route in question, who in turn contacts the driver for resolution of the complaint. CONTRACTOR route supervisors are in the field working in their assigned area, which enables them to meet a driver at the customer's location to resolve the issue as quickly as possible.

Drivers will document all same-day service orders on their route sheet and note each one as completed when they turn in their paperwork at the end of their shift.

**Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection**

After processing a work order for a missed pick-up, late setout, or spills and litter resulting from collection, the CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the route supervisor and/or driver radios back to the CSR that the task has been completed.

To provide an efficient and effective mechanism to monitor the work orders, a summary report of all open work orders daily is printed and distributed to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by route supervisor area and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CSR and all notes are closed within two business days.

**Containers in Need of Repair, Replacement, or Exchange**

Drivers are charged with reporting all containers in need of repair. Once reported, either by customer or driver, a work order is entered into InfoPro and forwarded online to the container delivery department. Then either a supervisor vehicle or a container delivery vehicle will be directed to the customer address for container delivery. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

**Customer Service Training and Monitoring**

CONTRACTOR has developed comprehensive customer service training that has been



**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

specifically tailored to the Los Angeles Area market and even further tailored to individual communities CONTRACTOR serves. There are two primary components to this training: 1) training schedule; and 2) accompanying materials and resources.

Before new CSRs are allowed to handle phone calls on their own, they undergo an extensive training course that orients them to the general business, to the specific services CONTRACTOR provides, and to their roles and responsibilities in meeting CONTRACTOR's commitments to the CITY of San Fernando and its residents and businesses. This strong training foundation is pivotal to CONTRACTOR's local success at achieving above-average call response and call waiting metrics. All Customer Service staff receives quality-based performance reviews and ongoing training in the most advanced customer service techniques. Interactive training tools and resources for Customer Service Managers are located on CONTRACTOR's internal website.

The training program is entitled Element K and includes in-depth training modules such as Building Strong Customer Relationships, and Customer Service Via Phone and E-mail, as well as Excellence in Technical Customer Service. Each module contains several components. Additionally, as indicated previously, all CSRs are monitored for their call quality, where calls are recorded, evaluated, and reviewed with management. During the review, Supervisors coach employees on soft skills including courtesy, how to be more pro-active, and one-call resolution

**State of the Art Telephone System**

In 2008 CONTRACTOR Services invested in a new state of the art Internet Protocol (IP) Telephony network, powered by Cisco Systems Inc., which included a new telephone system for the Santa Fe Springs contact center. Immediately after its deployment, the center substantially improved telephone reliability, contact center reporting, and quality assurance (call monitoring). Statistically the center made significant increases to its center metrics, grade of service by 11 percent in 2009 and average speed of answer decreased by 5 seconds, while the abandoned call rate declined to less than 3 percent; In 2011, Santa Fe Springs established itself as a leader among CONTRACTOR Services contact centers and provides superior customer experiences to its customer base.

The Cisco phone system provided new and improved reporting features, including real time data thru Cisco Supervisor Desktop and Webview historical reporting. These functions are crucial to managing contact centers and play a key role in meeting metrics. Most recently the center has achieved a less than 9 second average speed of answer and an 87 percent year to date grade of service.

The new phone system also made significant improvements to monitoring capabilities and quality assurance. Leadership staff now benefit from the ability to monitor real time calls or capturing calls for coaching purposes. Previously, monitoring calls was a manual process

**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

with a digital recorder; which caused barriers between capturing and coaching. Agents at the Santa Fe Springs contact center benefit from weekly coaching and quality assurance development. With Cisco monitoring features, supervisor and agent collaborate to improve overall customer experiences.

**Performance Measures**

CONTRACTOR's customer service performance is measured by four programs:

**1. External Secret Shopper Program**

CONTRACTOR hired BARE International to be third-party secret shoppers. The review form can be found later in this section and further details at <http://www.bareinternational.com>

**2. Customer Service Monitoring – Customer Service Manager**

The local Customer Service Manager monitors each CSR at least once each month. A review form can be found later in this section.

**3. Customer Service Monitoring – Customer Service Supervisors**

CONTRACTOR Customer Service Supervisors listen in on at least five calls each month. It provides them with an opportunity to hear the types of calls coming in and ways that the supervisors can better instruct drivers – our first line of customer service. A review form can be found later in this section.

**4. Customer Surveys**

Cicero is a CONTRACTOR that uses a sampling methodology to survey our customers in all of our divisions. Key performance indicators include:

- *Service Delivery: Missed Pick Up, Extra Pick Up, Container Satisfaction, Container placement, Container Area Cleanliness, and Container movement (Delivery, Exchange, and Removal).*
- *Problem Resolution: 1st Call Resolution, Communication, Representative Concern, Problem Resolved Satisfactorily, Time Spent on hold, Ease of Contact*
- *Communication: Customer Service Knowledge, CSR Courtesy, Needed Information is Provided, Billing Accuracy, Billing Readability.*

The above provides measurement of service standard success from the customer point of view. Delivery teams can develop and implement corrective action plans and service delivery data fosters a shared ownership of customer satisfaction with customer service, sales, and operation delivery teams.

The customer surveys are reported on a quarterly basis to all Division General Managers and to be shared with the management team.

**Service Call Response Matrix**

CONTRACTOR is proud of the service it provides to customers. At a minimum,



**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

CONTRACTOR customer service standards are as follows, with the goal to always meet these metrics.

- *Answer customer calls within five rings (about 25 seconds).*
- *Have a call abandon rate of less than three percent.*
- *Have a "one call" resolution experience*

To receive monitoring scores of 90 percent or greater, calls are monitored for quality daily, and scored immediately. Coaching and feedback is provided the same day.

All new accounts will be personally contacted after their first month of service, after they have received scheduled service and an invoice. CSRs verify they are right-sized with their container, verify driver courtesy and overall service.

CONTRACTOR produces a scorecard every week to chart our customer service response and delivery. Management analyzes the information and works to identify and solve any roadblocks to success.

**Customer Account Management**

Aside from its professionally trained and supported dedicated employees, the backbone of CONTRACTOR's customer service management is its customized account management software application, InfoPro. There are several modules built into InfoPro, including:

**Customer Maintenance.** This is the main customer database. Billing information, service location, container specifications, and rate information are the primary components of it. The information contained in this module generally drives the other modules.

**Customer Service.** This module is used by CSRs to allow easy access to almost any part of the InfoPro system so that customer inquiries can be answered expediently without a transfer to a specialist. Call in service requests are entered here.

**Dispatch.** This module allows for daily dispatching of scheduled, permanent routes and container delivery.

**Routing.** From the information keyed in to Customer Maintenance, a routing record is created based on input from CONTRACTOR's routing program, Route Editor.

**Vehicle Maintenance.** All pertinent information regarding vehicles is entered into this module, such as vehicle make, model, serial number, number of axles, axle capacity (weight distribution), engine type and number, and fuel tank capacity. Vehicle maintenance activities are recorded against the respective vehicle in this module.

InfoPro captures and uses data to produce a number of helpful reports. Examples of InfoPro production reports include:

- *Route Productivity Analysis*
- *Route Downtime Analysis*

**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

- *Customer Service History*
- *Customer Service Report*
- *Daily Operating Summary*
- *Blocked/No Service Report*
- *Daily Fuel Report*

Container inventory is tracked and managed in InfoPro as well. Inventory is broken down into container type, size, numbers in inventory that are available for use, number in inventory in need of repair, and number in inventory stored at a remote location. This component is automatically updated by the dispatching module as container delivery/removal routes are updated.

InfoPro also produces a number of Divisional management reports to assure each Division is meeting or exceeding performance quotas and corporate standards.

**Billing Procedures**

CONTRACTOR has extensive experience in residential, multi-family and commercial billing and currently bills several of its Cities for solid waste collection services similarly to San Fernando. CONTRACTOR has the infrastructure and billing system for direct billing to any type of residential, multi-family and commercial customer along with any special detail or billing messages requested by the CITY. CONTRACTOR bills are easy to understand, detailing service levels and corresponding charges, and contain self-addressed envelopes for payment. Listed in *Section 3-Qualifications* are numerous municipal references (including those of comparable size to the CITY's service area) in which CONTRACTOR provides residential, multi-family and commercial billing services.

As indicated in the *RFP, the Agreement* and corresponding addenda, residential and multi-family and commercial cart customers will receive billing every two months for the preceding service period. If during a month a service unit is added or deleted CONTRACTOR will prorate the bill based on the weekly service rate. Multi-family and commercial bin customers will receive billing monthly and debris box customers will be invoiced upon completion of service.

Invoices will include a notification message with important reminders, holiday schedules, and any other information the CITY would like conveyed. Special education and outreach materials may be included with invoices. Customers will have the means to pay bills through cash, checks, credit cards, through the website (with password protection).

CONTRACTOR will develop and maintain a state-of-the art **website** for the CITY inclusive of all the information required in the *Agreement*.

**Collection Procedure**



**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

As is the current procedures, all invoices are due and payable within 30 days. If payment has not been received within 45 days a reminder notice will be sent. This letter will notify the resident that a late fee will be applied to the account on the first of the following month, approximately 61 days from the initial invoice date.

If an account remains unpaid after 60 days, CONTRACTOR will send the customer notice that all service none other than refuse service will be suspended if payment is not made within an additional 30 days. Notice will be on a form approved by the CITY. CONTRACTOR understands the CITY is not responsible for nor will assist with the collection of delinquent accounts. In the event of a billing dispute or to avoid negatively impacting the public health or safety, CONTRACTOR will continue to provide service to any customer if directed to do so by the CITY, without regard to the status of the account. Additionally, CONTRACTOR may report to the CITY Representative on a monthly basis SFD customers whose account is 90 days past due and MFD accounts 45 days past due.

**Establishing a Local Kiosk for Billing and Customer Support**

CONTRACTOR understands and appreciates the CITY's concern for a smooth transition that is least disruptive to the residents and business but also CITY Staff. CONTRACTOR has listened to this concern and proposes to address this by providing a local customer service and billing kiosk offering residents, businesses and CITY staff additional support with the transition, and ongoing. CONTRACTOR's proposes to rent a full workstation from the CITY at a rate to be agreed upon by the CITY and CONTRACTOR. CONTRACTOR's kiosk will provide local billing assistance including receiving cash payment, provide direct customer service assistance, access to public outreach information, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall to ensure residents and businesses can easily make payments and also provide customers and CITY staff the opportunity to redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. During the transition and on an ongoing basis the goal of this representative will also be to support the "San Fernando Recycles" program to ensure customers are educated and invigorated about the new recycling programs and opportunities.

CONTRACTOR proposes the following kiosk service hours (these hours may be revised by CONTRACTOR and the CITY):

- Monday through Friday - 4 hours per day from January to March 2014
- Monday, Wednesday, Friday – 4 hours per day after April 2014

Customer payment methods will include: cash, check, credit card, internet payment service or automatic withdrawal from a bank. CONTRACTOR's primary Customer Service Center, as specified throughout this section, is also available for additional hours.

Invoices will be produced in InfoPro and transferred to CONTRACTOR to a specialty



**Collection Service Agreement****December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

contractor for printing and mailing. Invoicing is integrated with InfoPro's general ledger and accounts receivable modules. Invoicing features allow for tax and fee administration, such as for franchise and late fees.

CONTRACTOR is familiar with San Fernando's customer billing requirements. CONTRACTOR will work with the CITY with respect to its billing requirements, such that the Agreement outlines specific requirements for billing customers in arrears for two months service.

**CITY Provided Billing Inserts**

The CONTRACTOR understands that CITY may provide educational and other material for inclusion in the invoices and will provide this service free of charge to the CITY, such that the inclusion of such materials does not exceed the cost for standard postage for mailing. CONTRACTOR will also provide quarterly newsletters to residents as an enhancement at no additional charge.

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

Most important to note is that CONTRACTOR is proposing a program that will position the CITY over the long-term to meet the State's 75% diversion goal by the year 2020. CONTRACTOR is committed to supporting the CITY in its goal to restore fiscal solvency, and to be sustainable, not only programmatically and environmentally but for the entire CITY's long-term prosperity. To meet this goal, CONTRACTOR is committed to a two-bin Source Separated Recycling (SSR) system or commingled recycling, as referenced in the RFP, for multi-family dwelling (MFD) and commercial bin customers as its *Base Proposal* for several reasons:

- A two-bin system with SSR generates clean loads of recyclable materials, which is in keeping with a highest and best use philosophy. Cleaner recyclables allow for high-grading of commodities, which generate higher revenues. This helps to offset and stabilize customer rates.
- A two-bin system creates opportunities for recycling awareness and good recycling behaviors amongst residents. CONTRACTOR is especially concerned about the message a one-bin system (with waste and clean recyclables,) sends to children, who are being taught to understand the consequences associated with landfilling materials. A one-bin system with backend processing of waste is out of alignment with environmental curriculum.
- Most importantly, given CONTRACTOR's in depth waste management experience we believe, in this scenario it is of utmost importance to be able to dissect the CITY's waste stream in order to analyze and further ascertain opportunities to increase diversion and augment recycling participation within each CITY sector, in order to reach 75% diversion 6 years from the contract start date, *by 2020*. The Diversion and Public Education Plan's provided in this *Proposal* align with this approach.

*Charts A, B, and C*, which follow, confirm CONTRACTOR's understanding of the scope of work to be done and to convey the collection methodology and additional collection programs it will use to accomplish the scope of work outlined in this *Collection Operations Plan*

Chart A: Residential Service

Requirement	CONTRACTOR Approach
Weekly automated <b>Refuse</b> collection services with 65-gallon carts.	CONTRACTOR will deploy one Compressed Natural Gas (CNG) automated sideloader collection vehicle listed in <i>Section 4B- Collections Operations</i> with new <u>grey/black</u> carts for consistency with current service, serviced Monday through Thursday only.
Smaller sized 32-gallon and larger 96-gallon <b>Refuse</b> container upon customer request. Up to (2) 96 gallon carts at no cost.	CONTRACTOR will make a full range of solid waste containers available to customers. With the increased outreach planned and described in <i>Section 5B</i> , there is a real possibility of customer migration to smaller MSW containers.
Weekly automated <b>Recyclable material</b> collection services with 65-gallon cart.	CONTRACTOR will implement with CNG automated sideloader collection vehicles and a new 65-gallon <u>blue</u> cart, serviced Monday through Thursday only.



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

Larger size 96-gallon <b>Recyclable material</b> cart upon customer request, for a maximum of (2) 96 gallon carts at no additional cost.	CONTRACTOR will make a full range of recyclable waste containers available to customers. With the increased outreach planned and described in <i>the Public Education Plan</i> , there is a real possibility of customer migration to additional Recycling containers.
Weekly automated <b>Green/Organic waste</b> collection services with 65-gallon carts.	CONTRACTOR will implement with CNG automated sideloader collection vehicles listed in <i>Section 4B- Collections Operations</i> with a new <b>green</b> cart for consistency with current service, serviced Monday through Thursday only.. Holiday trees collection service are collected by the green waste route and per contract specifications. Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle.
Larger 96-gallon <b>Green/Organic waste</b> container upon customer request, for a maximum of (2)-96 gallon carts at no additional cost.	CONTRACTOR will make a full range of green waste containers available to customers. Should the CITY approve the organics collection program alternative, the container specifications will remain the same.
Four (4) on-call Bulky Item Collections not to exceed two (2) items per pick-up and four (4) cubic yard.	CONTRACTOR will provide six (6) unlimited bulky item pick-ups with a flatbed vehicle in conjunction with the service day.
Used Motor Oil and Filters Collection Service	CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used oil and filters at the CONTRACTOR's yard.
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers annually for seniors, as specified in <i>the Diversion Plan</i> .
<b>Diversion/Education Enhancements</b>	<ul style="list-style-type: none"> <li>• <b>My CONTRACTOR Rewards Program, Books Recycling</b></li> <li>• <b>Neighborhood Watch Clean-Up and Community Recycle Rewards Block Party</b></li> <li>• <b>Compost Workshops and Compost Bin Discount</b></li> <li>• <b>Free Sharps for Seniors</b> (limit 100) and Semi-Annual Community Paper <b>Shred Days</b></li> <li>• <b>Annual Cesar Chavez Scholarship Program</b> for San Fernando College bound student</li> <li>• Bulky item collection programs feature non-compaction equipment to facilitate reuse or recycling.</li> <li>• Enhanced <b>good corporate citizen</b> involvement.</li> </ul>

Chart B: Multi-Family/Commercial Service

<b>Requirement</b>	<b>CONTRACTOR Approach</b>
At least weekly automated <b>Refuse</b> collection services with frontloader bins in sizes 1.5, 3, 4, and 6 cubic yards or carts.	CONTRACTOR will implement with two Compressed Natural Gas (CNG) frontload collection vehicles and specified bins. Service frequency and container size is based on a number of factors including waste generation rates, customer preference, collection point access, and space constraints. CONTRACTOR will achieve contract diversion rates through the plans described in <i>the Diversion Plan</i> . Cart service will be offered same as SFD.
Assembly Bill 341 and Commercial <b>Recycling</b> Ordinance	CONTRACTOR guarantees compliance with all Federal, State, and Local regulations and requirements governing recycling programs and diversion. Recycling and diversion plans are described in <i>the Diversion Plan</i> . Service frequency and container size is based on a number of factors including recycling generation rates, customer preference, collection point access, and space constraints.



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

<b>Green waste</b> collection service	CONTRACTOR will implement with Compressed Natural Gas (CNG) collection vehicles with bins or new <b>green</b> carts for consistency with current service.
<b>Food waste</b> collection service	Through the initial recycling opportunity assessments, CONTRACTOR will target businesses generating significant amounts of food waste to offer enrollment with its food waste program. The program will be carted and serviced with the automated collection equipment indicated in subsection A – <i>Vehicles</i> , ensuring each enrolled customer has adequate capacity.
<b>Bulky</b> item collection	CONTRACTOR will provide 2 free bulky item collection events for MFD customers and commercial customers for an additional cost, utilizing the bulky item collection.
<b>Universal waste</b> collection Service	CONTRACTOR will provide unlimited free curbside universal waste collection for MFD Customers and Commercial customers will receive 3 free of charge, on regularly scheduled collection days. Both MFD and Commercial customers will receive free universal waste pick-up service at the CONTRACTOR's yard.
<b>Holiday tree</b> drop-off (MFD customers only)	Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle. As an enhancement, CONTRACTOR will also offer MFD customers free curbside collection of holiday trees upon request.
Sharps collection service (MFD customers only)	CONTRACTOR will provide Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in the <i>Diversion Plan</i> .
<b>Diversion/Education Enhancements</b>	<ul style="list-style-type: none"> <li>CONTRACTOR will personally visit all MFD and commercial businesses and perform <b>recycling opportunity assessments</b> during the transition period to investigate the waste stream and provide information on green waste, food waste diversion and single stream recycling options available.</li> <li>CONTRACTOR will target commercial customers with significant amounts of recyclable materials in the waste stream to increase levels of single stream recycling in the MFD/commercial sector.</li> <li>CONTRACTOR will provide <b>on-site workshops and technical assistance/employee training</b> where needed or requested by customer.</li> <li>MFD customers will also receive <b>FREE Recycling Tote Bags</b> at the contract onset</li> <li>All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent.</li> </ul>

**Chart C: CITY Services/Other Collection Services**

<b>Requirement</b>	<b>CONTRACTOR Approach</b>
Weekly <b>Refuse</b> collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in <i>Section 4B-Collections Operations</i> with new <b>grey/black</b> carts for consistency with current service, bins or debris boxes.
Weekly <b>Recyclable material</b> collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in <i>Section 4B-Collections Operations</i> and new <b>blue</b> carts for consistency with current service, bins or debris boxes.
<b>Green waste</b> and/or <b>Organic material</b> Collection Service with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in <i>Section 4B-Collections Operations</i> with new <b>green</b> carts for consistency with current service, or bins or debris boxes. Organic material will be carted.
<b>Public Containers Collection at 78 Locations</b> three days per week (Including liners, enclosures and surrounding debris)	CONTRACTOR will implement with CNG sideloader collection vehicles to service public containers. In addition to the required locations, CONTRACTOR will also service CITY sponsored events and other community events, as described in the <i>Education Plan</i> .
Special event solid waste collection service/large item/bulky item collection/CITY Projects/Holiday Trees	CONTRACTOR will offer and provide carts, bins, debris boxes or cardboard boxes for CITY sponsored events and other CITY projects as indicated in the Agreement. Debris boxes will also be provided for holiday tree drop off service for the two weeks following



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

	December 26 <sup>th</sup> .
Used Motor Oil and Filters Collection Service	CONTRACTOR will implement unlimited used motor oil and filter collection service with CITY approved container, at the CITY's corporation yard.
Annual Green Waste Shred Day	CONTRACTOR will sponsor an annual shred day for customers shredding of large green waste material. CONTRACTOR will work with the CITY to coordinate and provide free compost and mulch. Additional Earth Day events are proposed, offering up to 100 trees to plant or provide to residents or schools, as indicated in the <i>Public Education Plan</i> .
Quarterly Drop-off and Compost Donation Event	CONTRACTOR will sponsor and conduct quarterly drop off and or compost donation events for additional recyclable waste material as described in the <i>Diversion Plan</i> .
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in the <i>Diversion Plan</i> .
<b>Diversion/Education Enhancements</b>	<ul style="list-style-type: none"> <li>• CONTRACTOR currently provides LAUSD with recycling education and outreach and will continue to provide this for current LAUSD schools and will extend to non-LAUSD Schools in the CITY. For this contract, CONTRACTOR will also:</li> <li>• <b>Annual \$10,000 towards Community Investment Fund</b></li> <li>• <b>Annual Cesar Chavez Scholarship Program</b> for college bound student</li> <li>• <b>Dedicated Customer Service/Outreach/Billing Kiosk at CITY Hall</b></li> <li>• <b>Annual Community Recycling Block Party and Neighborhood Watch Clean-Up</b></li> <li>• <b>Books Recycling, Compost Workshops and Compost Bin Discount</b></li> <li>• <b>Free Sharps for Seniors</b> (limit 100) and Semi-Annual Community Paper Shred Days</li> <li>• Anti-Scavenging Programs</li> <li>• Provide additional collection as needed by the CITY for CITY projects and events at no additional charge.</li> <li>• All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent.</li> <li>• Enhanced <b>good corporate citizen involvement</b>.</li> </ul>

**Other Specific Collection Services**

CONTRACTOR will provide the specific collection services listed below according to the specifications in the *Agreement* and also referenced in the previous *Charts A, B, C*. Additionally, because CONTRACTOR is a partner the County can count on, and as further evidence that CONTRACTOR is offering service additional services above and beyond the requirements of the *Agreement*, CONTRACTOR offers the service enhancements conveyed in Charts A, B and C, in addition to all services identified in the CITY's *Agreement*. Other specific collection services are described in the narrative that follows. For additional information about how customers will be educated on the "how to's" for all proposed collection services please refer to-*Public Education Plan*.

**Six On-Call Bulky Item Pickups per Year Without Additional Cost – Residential**



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Two On-Call Bulky Item Pickups per Year Without Additional Cost – Multi-Family****Quarterly Bulky Item Drop Off Events**

Per the *Agreement* CONTRACTOR will provide the above listed scheduled bulky collection services for unlimited amounts of the following materials, within 24 hours advance notice by the customer.

- Bulky Items: Furniture, bedding, mattresses, box springs, lumber, tires, and so forth.
- Covered and Consumer Electronic Devices: Covered e-waste such as computers, computer peripherals, telephones, answering machines, radios, stereo equipment, and so forth.
- Major Appliances/White Goods: Refrigerators, water heaters, stoves, and so forth.

CONTRACTOR will provide collection of these materials at the customer's designated set-out site on the customer's regularly scheduled collection day. CONTRACTOR will use a combination of frontloaders and flatbed vehicles for the collection of the above materials, the specifications of which are outlined in subsection *A-vehicles* located within this Section.

**High Diversion Bulky Item Waste Collections**

Bulky item collections for SFD and MFD customers, will be conducted according to the above listed schedule. Bulky Item collection to the extent feasible will take place without the use of compaction equipment to preserve the value of the materials for potential reuse.

**Universal Waste Curbside Collection Program**

CONTRACTOR will take any amount of U-waste set at the curb for recycling. Small electronic waste items such as cell phones may be placed on top of the recycling cart so they are not missed. Larger items may be placed next to the recycling cart. Should collection crews encounter large amounts of e-waste, workers will radio dispatch to send a bulky item collection crew out right away to pick up the materials. Residents may place household batteries and compact fluorescent light bulbs in ziplock baggies on top of their recycling carts for collection. All drivers will have secondary containment on their trucks to store small quantities of batteries and light bulbs during route collection activities. Batteries will be deposited into larger containers/drums at the Sun Valley facility for collection by CONTRACTOR's battery removal vendor.

**Used-Oil and Filters Collection**

CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used-oil and filters at the CONTRACTOR's yard.

**Holiday Tree Collection**

Beginning December 26<sup>th</sup> and extending for the first ten regularly scheduled collected days annually, CONTRACTOR will provide curbside collection of all holiday trees. All holiday trees are collected utilizing regular collection equipment and personnel during this period. To remind customers about the holiday tree collection program and to convey guidelines, the CONTRACTOR may send out holiday tree collection information in billing statements or in newsletters, in the period just prior to the holiday season.



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

As an enhancement, CONTRACTOR will collect holiday trees from multi-family premises from regular collection points upon request. The CONTRACTOR will also provide a holiday tree drop off for the first two weeks following December 26<sup>th</sup> at a location designated by the CITY Representative for additional holiday tree collection.

**Sharps Collection– Enhancement for Seniors**

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customer's residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. **As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for Seniors.** CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

**CITY Services****CITY Facilities Collection**

The implementation and collection of refuse, recyclables, green waste, food waste, used oil and debris boxes from CITY facilities will be managed identically to commercial/MFD customers. Also, these facilities are blended in to the routing/collection assumptions included in this section.

**CITY Sponsored Events**

CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events or other events as deemed by the CITY in Exhibit 4 of the Agreement.

CONTRACTOR will supply a coordinator to work with the CITY and other community/civic groups to assist in the planning of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during events. CONTRACTOR's commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least; CONTRACTOR has special expertise to share relative to several of the events, marked with an asterisks.

**Current Sponsored Events:**

- Cesar Chavez (Mar)
- Heritage Days (Jun)

**Additional CONTRACTOR Proposed Events:**

- Relay for Life\*
- Little Leagues (by request)\*



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)
- Green Waste Shred Event
- Composting Workshops\*
- School Fundraising Activities\*
- E-Waste Recycling Collection Event
- Paper Shred Day\*
- Earth Day Celebration\*

**CITY Street Receptacles and Public Collection**

Public containers will be collected utilizing the bulky item collection crew and equipment. CONTRACTOR has allocated sufficient room in its routing for the collection of the public receptacles. The collection crew will scan the area for litter cans that require service first thing each morning 3 days per week on Monday, Wednesday, and Friday. CONTRACTOR will ensure that refuse is separated from recyclables to optimize diversion. This will be accomplished with a front loader, they will have a broom and shovel to clean any refuse dropped. Before departing the CITY they will check in with their supervisor/dispatch so any litter cans that require an additional service will serviced at end of day.

The Route Supervisor will also be on hand to inspect for any overflow and will dispatch the nearest residential route to service overflowing containers immediately.

**Annual Green Waste Shred Day**

CONTRACTOR will sponsor and coordinate with the CITY Representative a green waste shred day for customers shredding of large green waste material. CONTRACTOR will offer residents free compost and mulch during the event at no additional cost. Mulch and compost will be provided in roll-off containers and CONTRACTOR's team will be on-hand and available to offer residents the compost and mulch individually. CONTRACTOR will also provide free compost and wood chips for CITY sites as needed.

**Emergency Collection and Disposal Services**

This value-added program is well-developed, fully operational, and ready to implement; it is discussed at the conclusion of this section.

**A. VEHICLES**

All vehicles meet and exceed the highest equipment specifications and safety standards in the industry. CONTRACTOR ensures all vehicles meet all specifications set forth in the *RFP* and this proposal, and are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193. **For this contract, frontline collection equipment for solid waste, recyclable materials, and green waste and/or organics will consist of alternative fuel vehicles – compressed natural gas (CNG).**



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

CONTRACTOR will allocate a combination of 7 frontline vehicles and an adequate number of support vehicles to meet the unique needs of the residents and Service Area, as indicated in the *Equipment Chart* located at the end of this subsection. **All of CONTRACTOR's frontline equipment for this contract will be CNG-powered.** CONTRACTOR's Sun Valley Division has a CNG fueling station installed on its premises. Other items of note that pertain to all collection vehicles, regardless of line of business include:

- Frontline collection vehicles will be labeled/identified as per the CITY's *Agreement*.
- All collection vehicles are stored in a secure and sanitary location: CONTRACTOR's Sun Valley Division operations yard.
- Regarding service, containers will be returned, upright, to their original set-out location.
- Drivers are also required, through CONTRACTOR policy and consistent with *Agreement* terms and conditions, to clean up any litter attributable to collection activity.

**Equipment**

The chart below indicates the frontline vehicles CONTRACTOR will utilize to make collections in the CITY of San Fernando, including vehicle type, model, year of manufacture, and anticipated remaining useful life as of the date of inventory.

**Equipment List**

Line of Business	No. of Units	Vehicle Type	Make	Model	Engine	Body Model	Year	Remaining Life
<b>Residential/Cart Customers</b>								
Trash	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Recyclables	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Organics	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
<b>Commercial/MFD Bin Customers</b>								
Trash	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Recyclables	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Organics/ Food Waste	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
<b>Industrial</b>								
Roll-Off*	1	R/O	Autocar	Amrep	Cummins	Amrep	2013	12
<b>Special Services</b>								
Bulky Item Collection	1	Stake-Bed	Navistar	4300	International DT	Maxin	2006	6
Total Size of Dedicated Fleet	7	-	-	-	-	-	-	-

**Delivery Guarantee**

CONTRACTOR will utilize 2011 vehicles to commence franchise services in the Service.

**Vehicle Specifications**



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

Vehicle Type	Fuel	Axels	Gross Weight	Maximum Load Capacity	Turning Diameter	Number of Collection Compartments
Residential Equipment	CNG	3	34540	54999	N/A	1
Commercial Equipment	CNG	3	38140	54999	N/A	1
Roll-Off	CNG	3	28000	32000	N/A	1
Flatbed	DIESEL	2	8000	10000	N/A	1

**Benefits of Proposed Collection Vehicles****Residential Automated Curbside Collection: CNG Residential Automated Sideloaders**

The residential side-loading collection vehicles specified are ideally suited for the solid waste and recyclable materials collection tasks required for the CITY's residential single family dwelling (SFD) and multi-family dwelling (MFD) cart customers, maximize productivity, and therefore increases the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the residential collection applications contemplated in this proposal. These automated sideloaders will be used in the Service Area to collect residential refuse, recyclables, and green waste /organic material. In compliance with the *RFP* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections. Also as outlined in the previous subsection, these vehicles will accommodate the following collection applications:

- **Fully Automated Collection:**

This procedure involves the collection of carts placed at curbside and not obstructed, such that collection can be made in a fully-automated manner, without the driver dismounting the vehicle.

**Commercial Collection: CNG Frontloaders**

The commercial front-loading collection vehicles specified are specifically selected for the solid waste, recyclable and green waste/organics materials collection tasks required for the CITY's commercial and multi-family dwelling (MFD) bin customers, maximize productivity and are lightweight, and therefore increase the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the commercial collection applications contemplated in this proposal. These automated front loaders will be used in the Service Area to collect commercial refuse, recyclables, and green waste or organic material. In compliance with the *Agreement* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections.

**Industrial Collection: CNG Roll-Off Vehicle**



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

CONTRACTOR will operate one CNG roll-off vehicle for the CITY of San Fernando industrial collection service. The Roll-off vehicle selected will be manufactured by Autocar with Amrep frames. The vehicle will be equipped with automatic tarps for fast and complete covering of open top containers prior to transport. The roll-off truck will be equipped with a revving cylinder system (as opposed to a wench system) for lifting boxes onto the truck frame. This system is faster, stronger, and safer than the traditional wench system included with many roll-off units.

**Bulky Item Collection, Universal Waste and Other Ancillary Collection Applications: Flat Bed Truck**

CONTRACTOR will operate one flat bed vehicle with a lift gate for the collection of bulky items that cannot be compacted, such as white goods, e-waste, and covered electronic devices, as well as for cart delivery and exchange requests. The vehicle specified is a 24-foot flatbed trucks.

**Maintenance Vehicles/Pick-Up Trucks**

CONTRACTOR will utilize fully equipped road call maintenance vehicles to provide service in the field in order to respond to collection vehicle calls for assistance or repair. The cab and chassis will be manufactured by Ford and the truck will be fully equipped with compartments, tools, supplies, an air compressor, and other items to provide quick response and dependable road call service as needed.

**Environmental Benefits of Proposed Collection Vehicles**

The aforementioned information captures the benefits of the collection equipment CONTRACTOR has specifically selected for the CITY of San Fernando. The information provided below is intended to address the CITY's request to provide information on how the vehicles proposed will reduce air emissions, and reduce wear and tear on CITY streets.

- **Right-Sizing Service:** CONTRACTOR will right-size services levels/container capacity such that collection points look consistently clean and neat. This collection system creates an aesthetic appearance whether or not containers are placed within an enclosure. This collection system also ensures routing is optimized such as to reduce traffic and wear and tear on streets by ensuring service is consistent with customer needs.
- **Maximum Legal Payloads:** Routes are configured and wheel weight distributions expertly engineered to maximize payloads/efficiency and minimize CONTRACTOR's carbon footprint.
- **Quiet :** Ten CNG vehicles produce less noise while idling than one diesel collection vehicle idling. CNG-powered vehicles also reduce greenhouse gas emissions by approximately 23 percent over diesel models. **CONTRACTOR is proud to convey all of the frontline equipment, comprising of 7 total vehicles, selected for San Fernando are CNG.**
- **Routing:** All route activities will be conducted during the District's specified hours. The operations base from which each route is dispatched is determined based primarily upon optimizing efficiency, however, CONTRACTOR's thorough, dynamic routing approach also enhances worker/public safety, reduces carbon inventories, and minimizes street wear and tear. There are two components to routing: mapping and data confirmation, and route balancing.



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

**Mapping and Data Verification:** CONTRACTOR uses a sophisticated software program called *Route Editor* in tandem with its customer database to plot and develop routes. All driver activities and offload sites are taken into consideration in the route development process.

**Route Balancing and Finalization:** Route supervisors review proposed routes to document travel paths. Special treatment is given to areas where children are frequently present; in addition to the schools themselves this also includes playgrounds, parks, community centers, and libraries. Finally, routes are balanced to ensure that volumes/tons collected are equalized between them, and that when all productivity assumptions and driver activities are factored in hours worked are also equalized between drivers to the greatest possible extent. Route Editor technical information will be provided to the CITY upon request.

**Environmental Stewardship**

Additionally, CONTRACTOR's commitment to the environment is evident in its maintenance shop practices, where everything that can be recycled, is recycled, including:

- Motor Oil
- Hydraulic Oil
- Antifreeze
- Oil, Transmission, and Fuel Filers
- Tires
- Metal Parts
- Batteries
- Brakes

**Communications to Track and Monitor Collection**

Each vehicle has two-way radio and monitoring equipment with Network Fleet Global Positioning System (GPS) for efficient communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Network Fleet is accessible from any computer, easy to use, customizable, and offers data access management features for unlimited users. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel.

Field communications are conducted utilizing Nextel cellular phones/two-way radios. Field communications are directed through Dispatch to Field Supervisors and Drivers. The CONTRACTOR's workorder system ensures all requests are completed.

CONTRACTOR's Nextel phones employ Nextmail technology, which allows for the transmission of a voicemail message in the form of an email to an individual or group. This feature is based on walkie-talkie technology—providing additional reliability. To use the feature, Dispatchers press the talk button on their handset and record their message, which is then transferred to the driver(s) as an email with an embedded link to click on to listen to their message. This allows for the transmission of global messaging



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

to all drivers, to select drivers, or to a single driver. CONTRACTOR has communications protocols in place to ensure all requests are closed each day.

**Vehicle Maintenance and Safety**

All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. CONTRACTOR vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime. These procedures, along with CONTRACTOR's route optimization program and quick disposal turn-around, translates into fewer trucks and truck time on the streets, less air and noise pollution, less wear and tear on the infrastructure, less traffic congestion on public streets, and an enhanced level of safety in the community.

CONTRACTOR has a well-established vehicle maintenance program that includes tracking and recording detailed maintenance history of every piece of rolling stock. The CONTRACTOR keeps accurate and detailed maintenance logs—available to CITY personnel for inspection upon request—identifying each vehicle by unique identification number, date purchased, dates of routine maintenance, dates of any additional maintenance, as well as a description of the maintenance performed. Recently, CONTRACTOR has implemented a new maintenance initiative entitled *One Fleet*. Information about the program is included in an attachment located at the conclusion of this subsection. **If for any reason a vehicle cannot be repaired in a reasonable amount of time an alternate vehicle will be deployed to complete the route. Due to the CONTRACTOR's close proximity to the CITY, CONTRACTOR has the ability to deploy a vehicle within a half hour.**

**Tracking and Reporting of Equipment Maintenance and Repairs**

CONTRACTOR's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to CONTRACTOR policies relative to such is called *Dossier*, which enables CONTRACTOR to produce weekly reports that are used by the Division Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with CONTRACTOR policy and procedure. Some of the maintenance-related reports the *Dossier* system produces and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Vehicle Inspection Reports – Vehicle Scheduled Maintenance**

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned driver, and includes both a pre- and post-trip inspection. Drivers check fluid levels, lights, tires, and other safety-related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route. Furthermore, each vehicle undergoes a thorough and comprehensive preventive maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements. The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to: tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, and general overall equipment operation. The vehicle is thoroughly lubricated and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service; repairs that can be are scheduled to be completed at the next service. PMIs are set at different levels ranging from PMI-A to PMI-E. Each level represents a more intense inspection and/or requires different fluid levels changed, e.g. oil, hydraulic, coolant, differential, and so forth.

**Vehicle Scheduled Cleaning, Appearance and Information**

CONTRACTOR maintains its solid waste and recycling collection fleet in clean condition and in excellent repair at all times. All vehicle parts and systems are checked by maintenance staff according to CONTRACTOR's established maintenance procedures and the manufacturer's recommended preventive maintenance schedule to ensure that the vehicles operate properly and safely. CONTRACTOR's route drivers are required to conduct pre- and post-trip vehicles inspections, as referenced previously in this section, as part of the daily routine in order to assure all equipment is operable and safe before use. CONTRACTOR washes all collection vehicles at least once a month at a wash station to ensure vehicles clean appearance conforming to Best Management Practice guidelines for non-point source pollutants, and in accordance with the *Agreement*. CONTRACTOR's vehicles will appear with the following information on the outside: CONTRACTOR name, telephone, vehicle identification number and vehicle driver alert sticker information (further information regarding the driver alert safety program is provided under *Safety*.)

**Vehicle Signs**

As indicated in the draft *Franchise Agreement*, CONTRACTOR's vehicles are equipped with frames that are capable of securing signs in the dimensions provided (at least six inches high on each side and the rear of the vehicle.) Consistent with the *Agreement*, CONTRACTOR will not install signs except those promoting recyclable materials and organics waste programs. CONTRACTOR will work with the CITY and obtain the CITY Representative's approval prior to producing and installing vehicle signage.

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Equipment Safety Features**

All CONTRACTOR collection vehicles are equipped with the following items to assure both public and employee safety during all on-route and off-route operations:

- ABS braking system
- Rear vision camera
- Back-up alarm
- Battery disconnect
- Safety triangles
- Fire extinguisher
- Dual air horn
- Prutsman 7 x 16" West Coast Mirrors
- Dual convex safety mirror
- Body hoist, arm, rear door warning alarms
- Rear working strobe warning light.

The back-up cameras, LED lighting, back-up lights audible warning devices, and yellow hazard lights are activated when the vehicle is forced to maneuver in safety sensitive areas, ensuring the highest level of safety on public streets. In addition, as previously stated each vehicle is equipped with a broom, shovel, spill kit, and emergency equipment to manage most incidents that may occur on-route.

**Reserve Fleet**

CONTRACTOR maintains a reserve fleet comprised of a sufficient number of units to be used in the event that a route truck is removed from service for either routine maintenance or due to downtime for necessary repairs. If a route truck must be removed from service during the collection day, a back-up collection vehicle will be dispatched and put into service within one-half hour of the time the breakdown occurs. Service interruptions due to mechanical breakdowns on route will be further minimized since the CONTRACTOR's solid waste, recycling, and green waste routes are serviced by the same type of collection vehicle (identical cab, body, engine, and capacity), which means that all trucks in the reserve fleet will be available to provide back-up for either type of service.

**B. CONTAINERS****Automated Carts**

CONTRACTOR proposes to procure new residential carts that will be injection molded (with the name of the CITY, type of materials to be collected and with instructions for proper use) and manufactured by Otto Industries meeting CITY Specifications.

CONTRACTOR has secured a guarantee from cart manufacturer Otto Environmental to produce and deliver to CONTRACTOR's Sun Valley Division a sufficient inventory of carts that match the CITY's specifications as outlined in the *Agreement*.



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

CONTRACTOR has outstanding rapport with the manufacturer. See the letter guaranteeing manufacture and delivery of the carts on the following pages of this subsection. Otto Environmental carts meet all specifications outlined in the *Agreement*. Container Specifications are as follows:

**Container Chart**

<b>Automated Cart Specifications</b>	<b>Refuse Carts</b>	<b>Recycling Carts</b>	<b>Green/Food Waste Carts</b>
	<i>Residential Sizes:</i> 65 gallons = default size 96- and 32- gallon also offered.	<i>Residential Size:</i> 65 gallons= default size 96- and 32- gallon also offered.	<i>Residential Size:</i> 65 gallons= default size 96- and 32- gallon also offered.
<b>Color</b>	<b>Dark Grey/Black</b>	<b>Blue</b>	<b>Green</b>
<b>Dimensions for 65 gallon Container</b>	Overall height: 42.3", Loading Height: 39.1", Overall width 25.125", Overall depth: 29.5", Minimum Grip Diameter: 24"		
<b>Dimensions for 65 gallon Container</b>	Overall height: 42.3", Loading Height: 39.1", Overall width 25.125", Overall depth: 29.5", Minimum Grip Diameter: 24"		
<b>Dimensions for 95 Gallon Container</b>	Overall height: 38.5", Loading Height: 36.25", Overall width 18.88", Overall depth: 22.50", Minimum Grip Diameter: 17.7"		
<b>Shape</b>	Contoured body optimized for automated lifting equipment		
<b>Wheel</b>	32g-8", 65 & 95g – 10"		
<b>Base Structure</b>	The bottom of the container has molded in wear ridges that extend around the bottom perimeter. The wear ridges protect the container from abrasive wear on hard surfaces and add structural support to the container base.		

**Benefits of Automated Carts Selected**

**Lids:** Containers have lids which continuously overlap the container body and that:

- Prevent intrusion of water, rodents, and other vectors.
- Prevent odor emissions.
- Enables the complete flow of materials from the container while being emptied.

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

**Body Design:** Containers are engineered such that

- They are weighted to mitigate toppling over while empty due to wind and other factors.
- They are easy to maneuver.

**Recycled Content:** Containers are engineered such that

- They are made of at least 30% after-market recycled material
- They are made of at least 50% of virgin resin to ensure that the plastic has the integrity to withstand the "robust" use it gets from truck lifters and grabbers.

**Manufacturer Warranty:** Containers are covered such that

- The manufacturer's warranty for the carts is ten (10) years against manufacturer defects.
- More specifically, the warranty covers failure in normal and regular use due to improper or inadequate materials or defective workmanship, for a period of 10 years from date of shipment.

### **Bins**

Debris Bins will be provided ranging in size from 1 to 6 cubic yards capacity. The bins will be freshly painted at the start of the new Collection Services Agreement and will be labeled, painted, laminated or embossed with a unique identifications number and the type of materials to be collected.

### **Debris Boxes**

Debris boxes will be provided ranging from 10 to 40 cubic yards to residents and businesses on an as needed basis. Debris boxes will be newly painted, property marketed and in good working order.

### **Container Past Experience**

As inferred in CONTRACTORs *References* and *Experience Citations* provided in the CONTRACTOR's *proposal*, the CONTRACTOR has ample experience in coordinating the delivery, exchange and/or refurbishment of containers through the many local transitions and program start-ups the CONTRACTOR has conducted in Los Angeles County. As the largest holder of exclusive integrated waste management services contracts in Los Angeles County holding long-term exclusive solid waste collection contracts with 27 municipalities in the Los Angeles, CONTRACTOR has experience with every type of cart, bin and debris box container and for the purposes of this contract, CONTRACTOR has specifically selected the identified manufacturers which the CONTRACTOR has extensive experience providing quality, durable and reliable containers. CONTRACTOR services over 225,000 residential curbside accounts and approximately 16,000 commercial/industrial accounts within the 27 exclusive contacts has consistently used the manufactures presented throughout our contracts located in the CITY and County of Los Angeles.

Otto Environmental Systems specifically is selected as the manufacturer of choice for the CITY of San Fernando to make waste and recycling in the CITY a more sustainable process. Throughout many of CONTRACTOR's newly transitioned Cities, CONTRACTOR has witnessed the benefits of utilizing these carts including their level of recycled content, the use of fewer materials in their manufacturing process, the longevity of their products and ease of cleaning. The plastic and steel axels both utilize recycled



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

content which meet the direction of the CITY of San Fernando's goals. Otto carts are also molded and assembled in the USA. Additionally, raw material for recycling bins is sourced 100% domestically.

**Container Capacity**

CONTRACTOR affirms the containers selected provide sufficient capacity based on the requirements in the *Agreement*. Additional container specifications including but not limited to volume capacity and load.

**Container Maintenance, Cleaning, Standard Appearance**

CONTRACTOR will maintain a sufficient inventory during the term of this Agreement for replacements and exchanges. Whenever a container is delivered to a customer, regardless of the situation, it will be clean and in excellent working condition. The container will be labeled as indicated in the *Agreement* with the name of the CITY, type of materials to be collection, and instructions for proper use. All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR will perform an annual inspection and cleaning of bins and debris boxes once each agreement year, at no charge to the CITY or customer. At this time, CONTRACTOR will inspect all bins used for refuse, recycling, organic waste, and debris boxes once a year and will replace those bins or containers needing cleaning or repair with clean bins or containers that are in proper condition and remove the dirty or faulty bins or containers for cleaning or repair.

**Attachment: Container Guarantee**

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Otto Environmental Systems (AZ), LLC**

901 N. Tweedy Road  
Eloy, AZ 85231  
Telephone (877) 385.8460  
Facsimile (520) 466-3463

August 7, 2013

Mr. James Pledger  
General Manager  
Republic Services  
9200 Glenoaks Blvd  
Sun Valley, CA 91352

Re: City of San Fernando

Dear Mr. Pledger:

This letter confirms Otto Environmental Systems will supply all residential containers needed for Republic Services to be used in the upcoming contract in the City of San Fernando. Otto Environmental Systems' residential containers have a ten year, non-prorated warranty and meet or exceed all requirements pursuant to the RFP documents issued by the City of San Fernando. Otto Environmental Systems has already slotted adequate production time in our Eloy, Arizona manufacturing facility to ensure all containers will be produced within the designated time frame. Should additional containers be needed as the distribution is occurring, we will react accordingly so that all service requirements are met by Republic Services.

Otto Environmental Systems has an Assembly and Distribution plan in place to ensure that all carts are delivered to the residents within the designated contract timeline.

Additionally, Otto Environmental Systems has a history of successfully supplying containers recently used in large scale rollouts throughout Southern California and North America.

As such, we are capable of branding and/or labeling carts in order to meet or exceed all specifications as outlined by the City of San Fernando.

If you have any questions or require additional information please give me a call. Thank you for considering Otto Environmental Systems as your supplier of residential containers for the City of San Fernando.

Respectfully,

Christopher J. Sauritch  
Director of Sales Western Division

*A Subsidiary of Otto Industries North America, Inc.*



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****C. ROUTE OPERATIONS****Number of Vehicles**

CONTRACTOR will allocate a combination of 7 frontline vehicles (all CNG) and an adequate number of support vehicles to meet the unique needs of the residents and businesses in the Service Area

**Routes**

Preliminary routing assumptions are presented in the cart below. CONTRACTOR understands the CITY's interest in reducing service dates and reducing wear and tear on CITY streets. **The following San Fernando Collection Details chart demonstrates that CONTRACTOR has achieved a reduction in the number of SFD collection days, by eliminating Friday as a service collection day.** Collection services will be coordinated to the CITY's street sweeping schedule and parameter as outlined in the *Agreement*.

**San Fernando Collection Details**

Residential Routes			Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total Hours
#s	Type	Truck Type	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	
1	T	RSL	11.5	2	11.5	2	11.5	2	11.5	2					46
1	R	RSL	11	1	11	1	11	1	11	1					44
1	GW	RSL	11	2	11	2	11	2	11	2					44
1	Bulky	RSL	5	1	5	1	5	1	5	1					20
<b>Commercial Routes</b>															
2	T	FEL	22	4	22	4	22	4	22	4	22	4	16	2	126
1	SSR/GW	FEL	10	1	10	1	10	1	10	1	10	1			50
<b>Industrial (Debris Boxes)</b>															
1	All	RO	12	10	12	10	12	10	12	10	12	10	8	6	68

Legend – Route Types: T = Trash; G=Green Waste; SSR = Source Separated Recycling;  
 Legend – Truck Types: RSL = Residential Sideloader; FEL = Frontloader; RO = Roll-Off

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Staffing Chart**

CONTRACTOR will assign one professionally trained driver to each route and more than adequate staffing for all route operations, maintenance and customer service. Based on the current operating assumptions, CONTRACTOR will require one driver per vehicle with 3 passes per account by commodity (MSW, Recycling and Green Waste or Organics.)

The Employees not named in the Organization Chart in the CONTRACTOR's proposal and involved in daily operations that pertain to the route operations, including drivers, mechanics and customer service personnel are included in this Staffing Chart

Activity		Drivers
Residential		3
Commercial/Multi-Family		3
Roll-Off		1
CITY Services		1
<b>Maintenance</b>		
Mechanics		13
<b>Call Center /Billing Representatives</b>		
Customer Service	Representatives	48
<i>Local call center.</i>		
Dedicated Billing	CSR/Outreach	1

**Dedicated Drivers**

CONTRACTOR's experienced drivers have been serving the Greater San Fernando Valley area for many years. These drivers are incredibly familiar with the routing and operations of CONTRACTOR Services cities, and they take pride in serving the community, the neighborhoods, the residents, and customers with unique service needs. CONTRACTOR's drivers are committed to adhering to the safety requirements when traveling within the area. CONTRACTOR honors our drivers not only for their daily commitment to service and for completing our rigorous safety training programs, but the CONTRACTOR also honors and award our drivers for providing value-added service that goes above and beyond their daily charge, as referenced in the additional programs depicted on the following pages in this section.



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Driver Responsibilities:**

- Perform complete pre- and post-operation inspection of the vehicle in accordance with CONTRACTOR policy to ensure tire pressure, fluid levels, safety equipment, gauges, and controls are in proper working order. Report any safety issues on standard reports.
- Safely operate his or her heavy truck along his or her designated route and to the disposal site; read route sheet, follow map and service each customer as identified on the route sheet or as assigned by the dispatcher and/or supervisor.
- Operate manual and/or automatic controls in accordance with CONTRACTOR safety policies and procedures to lift and load refuse, operate compactor and dispose of collected material at the designated facility.
- Courteously interact with all customers, dispatchers and others on a daily basis to ensure all customer routes are serviced in a timely manner.
- Identify unsatisfactory waste containers and tag containers in accordance with applicable departmental procedures.
- Continuously monitor waste for evidence of unacceptable waste.
- Clean area around an accidental waste spill, ensuring adherence to all applicable safety standards and policies.
- Continuously monitor the condition of the vehicle to ensure it is operationally ready at all times to minimize down time; clean waste from the packer blade and truck body on each disposal trip.
- Complete required route/productivity sheets, VCRs and other reports, as required.
- Maintain adherence to required productivity standards for the department to ensure all customers are serviced in a timely and efficient manner.
- Follow all required safety policies and procedures.
- Actively participate in the CONTRACTOR's ReSOP program.
- Perform other job-related duties as assigned.

**Vehicle Advantages/Disadvantages**

***CONTRACTOR is proud to emphasize all of the frontline equipment, comprising of 7 vehicles, selected for San Fernando are CNG.*** CONTRACTOR recognizes ten CNG vehicles produce less noise while idling than one diesel collection vehicle idling. CNG-powered vehicles also reduce greenhouse gas

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

emissions by approximately 23 percent over diesel models. One of the disadvantages of CNG vehicles is the reduction in capacity due to the additional weight of the CNG fuel tanks.

**Communications to Track and Monitor Collection**

Each vehicle has two-way radio and monitoring equipment and Network Fleet Global Positioning System (GPS) for communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel. Provided below is a detailed quality control plan, called *Driver Service Management (DSM)* which has been implemented in the Sun Valley division to ensure extensive driver check-in and provide superior customer service.

**Quality Control**

To ensure extreme reliability and a consistently high level of customer service, the Sun Valley Division has implemented a CONTRACTOR quality control program called *Driver Service Management (DSM)*.

*Driver Service Management* includes an extensive driver check-in process. Regular auditing of paperwork to ensure procedures are consistently and correctly followed provides another tier of monitoring. The program carries a guaranteed commitment to address and completely resolve all driver issues within seven days of discovery. Other key benefits of this program include:

- Increased driver communication and accountability with CONTRACTOR management.
- Improved documentation and resolution of driver issues.
- Improved customer service: for example, reduction in misses and accurate reporting of overages.
- Improved on-route safety.

The program is monitored and conducted by a CONTRACTOR Driver Service Coordinator, whose responsibilities include:

- Conducting pre-route briefing with drivers;
- Conducting post-route briefing with drivers;
- Entering and monitoring DSM issues;
- Running and distributing reports.

Drivers are responsible for observing and recording issues while performing collection duties, and interacting with the Driver Service Coordinator during the pre- and post-route briefings and reporting issues each day.

The following CONTRACTOR department managers receive daily reports from the Driver Service Coordinator each day: customer service, maintenance, operations, sales, and safety. CONTRACTOR's General Manager is responsible for stepping in to expedite resolution of critical issues as necessary.

The objective of the pre-route briefing is to ensure all drivers have the necessary tools to run their routes safely, competently, and with great accuracy each day. The Driver Service Coordinator reviews the following topics during the briefing:



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

- Confirms the driver is wearing the proper uniform and gear: clean uniform and personal protective equipment (PPE).
- Confirms the driver has the necessary route paperwork: sequenced route sheets and special/extra paperwork.
- Confirms the driver has completed the pre-trip vehicle inspection report (VCR).
- Expresses CONTRACTOR expectations that the entire route will be completed that day.

During collection activities, drivers are instructed to make notes on their route sheets throughout the day.

The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the *Driver Check-In* form and drivers must sign the form before clocking out each day. Topics covered are conveyed in the post-route information sheets included at the end of this section.

Finally, Driver Service Coordinators are responsible for entering new issues into CONTRACTOR's computer system on the day the item is reported during the post-briefing. Issues are assigned to the appropriate department in this process. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining to safety items such as low hanging wires or dangerous container locations; and maintenance will be forwarded issues such as container repair/replacement needs.

The Driver Service Coordinators are responsible for generating and distributing reports to the appropriate CONTRACTOR managers for resolution. They are also responsible for follow-up and tracking of open items. Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to a quick resolution. CONTRACTOR's OSC program auditor reviews all documentation and processes regularly to ensure full compliance. The following reports are issued through this program:

1. *Driver Services Issues Cover Sheets* are printed automatically each day for any route that has associated issues and is distributed to drivers along with their daily route sheets.
2. *Open Issue Reports* are run daily by department managers and includes the day's new issues.
3. *Aged Open Issue Reports* are run by the Driver Service Coordinator as needed and is intended to bring awareness to the General Manager of challenging issues that need to be closed out.
4. *Closed Issue Reports* are posted weekly in the driver break room to increase driver awareness.

**List of Vehicle Collection by Material Type**

The Equipment Chart located in Exhibit provides information for the type of material each vehicle will collect.

**D. FACILITIES**

The facilities CONTRACTOR will utilize by program type are listed below, including the facility name, owner, location, capacity and distance from the CITY centroid. CONTRACTOR guarantee's capacity for all commodities between our own facilities and third party facilities listed below.

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Facilities**

<b>Program</b>	<b>Facility/Owner/Location</b>	<b>Distance from CITY</b>	<b>Capacity</b>
Single Stream Recycling	Sun Valley Paper Stock Owner: Allan CONTRACTOR 8701 San Fernando Road Sun Valley, CA 91352	7 miles	750 Tons per day
	Contingency: Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 tons per day
	CVT Recycling Center /MRF Owner: CONTRACTOR Services 1131 N Blue Gum Street Anaheim, CA 92806	51 miles	6,500 tons per day
Municipal Solid Waste Collection	Sunshine Canyon Landfill Owner: CONTRACTOR Services 1131 N Blue Gum St. Anaheim, CA 92806	5 miles	6,500 tons per day
	Contingency: Chiquita Landfill Owner: County of LA 29201 Henry Mayor Drive Castaic, CA 91384	19 miles	6,000 tons per day
Green Waste Collection	Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 Tons per day
	Contingency: Community Recycling Owner: Crown Disposal 9189 DeGarmo Avenue Sun Valley, CA 91352	7 miles	1,700 Tons per day
Organic Waste (Food Green and Waste) Collection	Community Recycling Owner: Crown Disposal 9189 DeGarmo Avenue Sun Valley, CA 91352	7 miles	1,700 Tons per day
Construction and Demolition and Materials Collection	Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 tons per day
	Contingency: Falcon Refuse Center and Transfer Station Owner: CONTRACTOR Services 3031 East I Street Wilmington CA, 90744	39 miles	1850 tons per day



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

Refuse to Energy Facility	Commerce Refuse To Energy Facility Owner: County of LA, Sanitation District 5926 Sheila Street Commerce CA, 90040	30 miles	1000 tons per day
Operations Yard	CONTRACTOR Services, Sun Valley Owner: CONTRACTOR Services 9200 Glenoaks Blvd Sun Valley, CA 91352 *CNG fueling at this location	6 miles	N/A

**E. SAFETY****Safety Requirements: Comprehensive Policies, Procedures and Training**

CONTRACTOR and its employees maintain strict compliance with all applicable Cal-OSHA and Federal, State, and Local safety requirements while performing all work related functions. These requirements include extensive training and testing, maintaining compliance with all relevant on and off-road policies and procedures, and wearing of suitable clothing, gloves, and shoes, and so forth. CONTRACTOR has very low occurrence of incidents/accidents due to its CONTRACTOR-wide emphasis on safety, and the extensive training and on-going educational programs that CONTRACTOR uses and continues to develop. CONTRACTOR requires all of operations personnel to participate in extensive in house (off truck) training and testing as well as on road auditing and policy reinforcement.

**■ ReSOP Program**

This training process includes on route auditing (by a Supervisor) of our drivers and routes through CONTRACTOR's Safety Observation Program (ReSOP). ReSOP auditors use a detailed checklist and program for identifying compliance and non-compliance with a variety of driver and helper vehicle operation and collection operation policies and procedures, with corresponding corrective action steps and follow-up actions.

**■ Zero Tolerance Safety Policy**

CONTRACTOR owes it to customers and employees to take a zero tolerance position with respect to CONTRACTOR safety policies. In addition to standard disciplinary procedures or point policy enforcement of all safety rules listed in the CONTRACTOR's "Driver, Helper, & Equipment Operator Safety Guide", the CONTRACTOR has developed a list of specific safety violations that, when verified, will result in an employee's immediate termination for the first offense. While CONTRACTOR's position may be stricter than some other solid waste companies when it comes to certain of the violations under our zero tolerance policy, CONTRACTOR believes maintaining a zero tolerance stance will in the long term serve the best interests of our customers and our employees on the whole. We would be pleased to answer any questions the County may have regarding our Zero Tolerance Safety Policy.

**■ Safety Meetings**

CONTRACTOR's Operations, Maintenance, and Risk Management departments hold weekly and

**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

monthly safety meetings and CONTRACTOR maintains a performance bonus program based upon the safety records. The amount of the safety rewards are significant and have served to create a tremendous incentive for CONTRACTOR employees to maintain the highest level of safety in the workplace and on County streets.

CONTRACTOR provides intensive safety training for all its employees to develop on-going awareness through a combination of annual training of all supervisory personnel and monthly tailgates for all collection crews. Tailgate topics are developed based on previous accident situations, potential for an accident to occur, or subject matter required under CAL/OSHA regulation. CONTRACTOR prepares well-developed tailgate sessions, provides appropriate translators to engage all employees, encourages open discussion and participation by all, and documents every session. Tailgate topics include, but are not limited to, the following:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry
- Workplace violence prevention

In addition, all CONTRACTOR vehicles are equipped with back-up cameras, LED Lighting, back-up lights, audible warning devices and yellow hazard lights that are activated when our vehicle is forced to maneuver in safety sensitive areas. CONTRACTOR drivers are trained to avoid congested areas and obstructions and to re-route in order to avoid these safety sensitive areas.

**Safety Recognition Program**

The CONTRACTOR Services *Safety Recognizing Excellence* Program is designed to identify, recognize and reward safety-sensitive employees in the CONTRACTOR who are dedicated to safety and excellence in their workplace. This program consists of two tiers that recognize and reward safety-sensitive employees who have excelled in key areas. Employee safety and excellence will be measured with six criteria which include no preventable accidents, no lost time injuries, no safety warning letters, and perfect attendance. Annually each employee who qualifies is recognized and wins an award.

**Drivers' Alert System**

CONTRACTOR is dedicated to continually identifying and correcting unsafe behavior. **All of our drivers**



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

are monitored through the Drivers' Alert System. When any call is made by the public via a phone number and unique truck number identified on a sticker applied to the rear of each vehicle, an alert goes out to the local management, safety and our president identifying the incident. The driver is then counseled and the event logged as part of our driver grading system. This is a closed loop system where once action has been taken to correct the behavior of the employee a report is submitted back to the Drivers' Alert System.

**Driver Grading System**

The Los Angeles Area of CONTRACTOR uses a grading system to rate safe driver performance and to identify those drivers who require additional training and monitoring. Each month any incident or Drivers' Alert is catalogued and evaluated relative to each driver. The frequency of events determines a grade. The organization then identifies at-risk drivers and focuses employee observations, in-cab ride-a-longs and training to correct driving behavior.

**Working Condition Commitments and Policies**

The CONTRACTOR's recent growth has been phenomenal, but the future for the CONTRACTOR and its associates holds even more potential. In order to continue to grow and operate its business effectively, CONTRACTOR places great importance on its human capital — the employees who have helped to bring CONTRACTOR this far. The CONTRACTOR recognizes that its employees are the most important CONTRACTOR asset.

CONTRACTOR endeavors to provide the very best working conditions, including a safe working environment, competitive pay and benefits, and many opportunities for professional growth. In addition, the CONTRACTOR has established a range of corporate policies and programs benefiting our employees in order to continue CONTRACTOR's tradition of excellence in creating a healthy, productive work environment for our employees. Some of these policies and programs are described below.

CONTRACTOR conducts its business according to the highest ethical standards. All CONTRACTOR employees have a right to work in a safe environment and each employee is responsible for insuring that business is being conducted according to applicable laws and regulations and the policies of CONTRACTOR.

**Compliance Program**

CONTRACTOR designed a compliance program to help employees understand both what is expected of them and how to accomplish these expectations. The program consists of a *Compliance Program Guide* that is given to every employee, a *Code of Business Ethics and Conduct* that establishes CONTRACTOR's guiding ethical principles and standards for conducting business, and *Corporate Policies* that are the specific compliance policies to which employees must adhere. This program makes compliance with high standards of business conduct mandatory for every employee. Employees are required to review the program and certify their understanding of their responsibility to abide by it. In addition, a Corporate Compliance Committee has been established to oversee and monitor the Program.



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Corporate Policies**

Summaries of Corporate Policies addressing working conditions include the following:

**■ Alcohol and Drug Abuse**

CONTRACTOR is committed to providing a safe and healthy environment with no tolerance for employees under the influence of drugs or alcohol who jeopardize the CONTRACTOR's commitment and may make driving, operational, or computational mistakes that may cause serious injury, death, or damage to CONTRACTOR or public property. We perform a very important and highly visible public service. We also compete for new business in a changing and competitive market. To do this, our employees must perform their jobs to the best of their abilities and with a clear mind.

**■ Occupational Safety and Health**

All CONTRACTOR employees are expected to follow safe work practices, comply with health and safety standards, and report unsafe conditions.

**■ Non-Discrimination**

It is the aim and responsibility of CONTRACTOR to maintain a fully qualified staff. CONTRACTOR's policy is to give equal opportunity in employment, training, compensation, promotion, termination, and other CONTRACTOR programs without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status, gender, sexual orientation. Employees are selected from qualified potential applicants based on ability, aptitude, education, experience, reliability, skill, training, and physical ability (with reasonable accommodations) to perform the job. Employment decisions shall comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationalization Act, and any other applicable state and federal laws and regulations. Discrimination or harassment will not be tolerated from any employee, including supervisors or managers, or from any outsider dealing with CONTRACTOR. Employees are expected to report such incidents immediately.

**■ Sexual Harassment**

CONTRACTOR's policy is to maintain a work environment free from sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other forms of verbal, visual, or physical conduct of a sexual nature are unacceptable, will not be tolerated, and are expected to be reported immediately. Any employee who feels that the CONTRACTOR has not met its obligation under the policy is urged to contact the director of human resources. An effective No-Harassment Policy depends on all employees working together to address this very important subject.

**■ Wage and Hour Laws**

CONTRACTOR will comply with all federal, state, and local wage and hour law requirements. Employees are required to report promptly all known or suspected violations of the law or the program to their manager, CONTRACTOR's legal department, human resources, or the Corporate Compliance Committee. Reports may be made directly or anonymously through the CONTRACTOR's toll free AlertLine. Reports of suspected violations will be promptly and thoroughly investigated, and employees who make reports in good faith will not be subject to reprisals. To the



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

extent permitted by law, CONTRACTOR will take reasonable precautions to maintain the confidentiality of both the person making the report as well as the person about whom the report is made. Employees who violate the law or CONTRACTOR's Program will be subject to discipline up to and including termination. Discipline is enforced in a fair and consistent manner, while the form of discipline is decided on a case-by-case basis.

**Workplace Violence Prevention**

The CONTRACTOR has a strong commitment to its employees to provide a safe, healthy, and secure work environment. CONTRACTOR maintains a Zero Tolerance policy when it comes to violence in the workplace. While CONTRACTOR has no intention of intruding into the private lives of its employees, it expects all employees to perform their job without violence toward any other individual and report to work without possessing weapons.

All employees are strictly prohibited from making physical, verbal, or written threats or engaging in behavior that is intimidating, threatening, harassing, coercive, abusive, or assaultive against any employee, CONTRACTOR representative, member of the public, vendor, customer, or any individual engaged in a business relationship with CONTRACTOR.

**Assurances of Commitments to Labor Peace**

CONTRACTOR is committed to labor peace. The CONTRACTOR believes the best and most rewarding employee-management relationship results from direct communication between employees and their management representatives. It is CONTRACTOR's practice to deal directly with its employees in the areas of policies, procedures, programs, and benefits.

**Benefits**

One way CONTRACTOR ensures labor peace is by providing appropriate CONTRACTOR benefits to our employees. CONTRACTOR offers a full range of benefits that typically includes group medical, dental, vision, and prescription drug insurance; life insurance; disability insurance; 401K retirement plan; leave of absence policies; medical leave of absence policies (for non-occupational disabilities); Family Medical Leave Act; personal leave of absence; bereavement leave; military leave of absence; jury/witness duty leave; workers disability; paid vacation; sick/personal time off; and paid holidays.

**Job Opportunities**

Another way CONTRACTOR facilitates labor peace is by offering adequate opportunities for job advancement. CONTRACTOR promotes and transfers employees based on our policy of equal opportunity employment. Qualified and experienced individuals who have demonstrated ability to assume greater responsibility will be considered for promotion.

During the introductory period of the new position, employees are involved in several orientation programs designed to acquaint employees with CONTRACTOR policies and procedures, work rules, and benefits; safety procedures; and position-specific skills. The orientation programs are also designed for



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

employees to ask questions regarding their duties and responsibilities.

During the first 90 days on the job, employees are expected to develop the necessary skills to perform the work assigned. The first 90 days are designed to give the CONTRACTOR a fair evaluation of employees' work habits and to give employees a fair chance to demonstrate their desire to become a regular employee. Once employees complete 90 days of service, they are considered regular employees and receive credit for the time already worked.

If the job situation is not beneficial to both parties, the employee may resign or CONTRACTOR may terminate or transfer the employee to another position. Union employees are governed by their specific union contract.

**Performance Evaluations**

It is CONTRACTOR policy to have employee work performance evaluated on an annual basis. Evaluations also serve as a line of communication between employees and supervisors. Supervisors prepare a written evaluation and will discuss the evaluation with employees, after which the evaluation report is placed in the employee's personnel files. Our annual performance review process also includes self-evaluations by CONTRACTOR employees.

**Employee Training**

CONTRACTOR takes great pride in the quality, aptitude, and high employee morale of its employee base and the in-house training and personnel advancement programs that the CONTRACTOR maintains. Throughout this proposal, CONTRACTOR discusses the various types of general training programs that it administers to its employees. CONTRACTOR employee training programs generally fall into four broad categories---(a) Pre-placement, (b) Special Skills, (c) Periodic (i.e., monthly, biannual, annual, and refresher courses, etc.), and (d) Remedial. The types and numbers of individual training procedures and programs that administered to employees, by job classification, are far too numerous to list in a proposal such as this, but the CONTRACTOR would be pleased to share with the County any additional information (including detailed listings of training courses and manuals) upon request. **The amount of time and resources that CONTRACTOR employs in the area of employee training is significant and at a level that it believes is unmatched by any of our competitors.** CONTRACTOR efforts to train and continually educate employees has translated into a higher level of employee morale, one of the best safety track record in the industry, a more productive work environment, better service to customers, a lower cost of operation, and an impeccable compliance record as a CONTRACTOR.

CONTRACTOR has the distinct advantage of having all of its personnel that will be servicing the CITY already in place. As such, CONTRACTOR will train existing personnel who already know the area on the CITY new systems, controls, policies, and procedures. *CONTRACTOR only uses highly trained and qualified personnel to service its jurisdictions.*

**Integrity Interactive Ethics and Compliance Program**

As part of CONTRACTOR overall employee training program and curricula, CONTRACTOR employees



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

are required to complete a variety of web-based interactive training courses in the area of integrity, ethics, and compliance.

The following is a listing of the types of courses that employees are required to complete, with the specific courses for each covered employee being a function of the job classification and duties of the particular employee.

**Integrity Interactive Ethics and Compliance Program**

Antitrust Contact with Competitors	Making the Deal (Compliance Issues in Selling)
Code of Conduct	Preventing Workplace Violence
Confidentiality	Records Management
Conflicts of Interest and Gifts	Records Management
The Consequences of a Cover-Up	Respect and Responsibility
Drug-Free Workplace (Manager version)	Safety and Environment (in the Office/Non-
E-Compliance	Wage and Hour (FLSA)
Financial Integrity	CodeOne
The Government as a Customer	Corporate Citizenship
Government Procurement	Preventing Harassment
Insider Trading	Recognizing Harassment
Managing within the Law	

**Hazardous Waste, E-Waste, and Universal Waste Management Protocol**

The following information is provided in response to the CITY's request for hazardous, e-waste and universal waste management protocols.

CONTRACTOR's top priority is our dedication and commitment to a safety. The Unpermitted Waste Screening Protocol, provided below was established by the CONTRACTOR not only for the protection of our customers, and the communities we serve but also for our employees.

**Unpermitted Waste Screening Protocol**

The purpose of CONTRACTOR's *Unpermitted Waste Screening Protocol* is to prevent forbidden wastes from entering the waste stream through any of the weekly collection services or special services provided by CONTRACTOR, or to manage forbidden wastes inadvertently collected through weekly collection or special services under this *Agreement*. The *Agreement* defines unpermitted wastes as:

1. *Materials that are not Solid Waste, including Universal Waste<sup>1</sup>, household hazardous waste and other hazardous waste, medical waste, radioactive waste;*

<sup>1</sup> Universal Waste means "hazardous wastes that are universal waste (as defined and listed, respectively, in 22 CCR §66273.9, such as batteries thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment tape players/recorders, phonographs, video



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

2. *Waste tires in excess of the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);*
3. *Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.*

**Employee Education**

All new employees will receive training regarding unpermitted waste identification, safety, and notification procedures. Furthermore, local management, drivers, and customer service representatives will receive annual unpermitted waste screening protocol training. Drivers will be reminded about the importance of unpermitted waste screening protocol at each monthly safety meeting, and will receive additional training as needed based on field incidents. CONTRACTOR includes identification training of unpermitted wastes with special emphasis on hazardous wastes, flammable, combustible, and explosive materials. Upon contract award, CONTRACTOR will circulate its draft *Unpermitted Waste Screening Protocol* to the proper local emergency response agencies for review and input such that the final document reflects local agency emergency response policy and procedure.

**Customer Education – Unpermitted Wastes**■ **Education and Reports**

As per the *Agreement*, CONTRACTOR will support the CITY in the development of CalRecycle reporting requirements and educational or public awareness program to educate customers about the identification, management, and proper disposal of unpermitted wastes. These materials will be developed in collaboration with CITY staff and distributed through an agreed upon schedule and distribution plan. This information will also be included in program guidelines and, if necessary, can be the top of any quarterly written materials.

■ **Spot Checks**

Because of the nature of the collection services being bid, CONTRACTOR will perform continual spot checks as it collects illegally dumped waste materials in the service area.

The following is CONTRACTOR's *Unpermitted/Spill Waste Response Plan*.

**Unpermitted Waste and Spill Response Plan**

In the event that any unpermitted waste or hazardous waste is disposed with the solid waste stream, immediate and appropriate action will be taken to contain and remove it. Operations personnel are trained

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cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices) exempt from the hazardous waste management requirements of chapter 6.5 Division 20 of the California Health and Safety Code and subject to the universal waste management requirements of Chapter 23 of Division 20 of the California Health and Safety Code."



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

both in unpermitted/hazardous waste identification and appropriate responses to unpermitted/hazardous waste incidents. Periodic training is provided and recorded in order to ensure skill proficiency. The following procedure is used for identifying and handling unpermitted/hazardous waste:

- Notification of unpermitted/hazardous waste disposed of in the waste stream will be communicated from the driver in the field to the dispatch center.
- Dispatch will notify field supervisor and management for determination of appropriate response level.
- Coordinating instructions will be issued and executed.
- Trained personnel will be assigned the task of inspecting any materials suspected of containing unpermitted/hazardous waste. Inspection involves identification of both labeled and unlabeled unpermitted/hazardous waste containers and materials.
- County emergency response agencies and the Director will be notified for oversight and assistance of public safety.
- An appropriate course of action/customer education based on the seriousness of the waste involved will be decided upon and taken.
- Should the driver determine, without any question or doubt, that the unpermitted waste is not hazardous, the following procedure is used:
  - The unpermitted/nonhazardous item will be removed, placed safely back onto the premises and tagged with a noncollection notice indicating the reason for noncollection.
  - The driver will immediately call the dispatch center and report the incident, including street address and time item was detected.
  - Dispatch relays this information to customer service.
  - A customer service representative will phone the customer to inform them of the event, why the item was left, direct them to proper alternatives for reuse or disposal of the item, and respond to any questions the customer may have.

In addition, since CONTRACTOR utilizes CONTRACTOR-owned transfer stations and landfill facilities for the disposition of material collected on route, the CONTRACTOR has a built-in multi-tier screening process, wherein unpermitted waste that may inadvertently enter the waste stream can be captured and recovered through the mandatory load-check and materials screening processes at these facilities.

**Health and Safety Management Procedures**

Please refer to the preceding pages of this subsection for specific details on CONTRACTOR's health and safety management procedures including, but not limited to CONTRACTOR's ReSOP program, Driver Grading System, and some of the Corporate policies and procedures regarding health and safety.

**F. REPORTING****Detailed AB939 Monitoring and Reporting Program**

CONTRACTOR's CITY Reporting Department is responsible for all CITY reporting including AB939



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

monitoring and reporting, which may be remitted electronically to the CITY. CONTRACTOR's CITY Reporting Department is extremely experienced in the type of reporting required in the *Agreement*, including monthly, quarterly and annual report submissions. The CITY Reporting Department will be responsible for tracking disposal by line of business (residential, multi-family, commercial, industrial or debris boxes and CITY services), and will show diversion by month and by site. In the CITY of San Fernando, additional program offerings will be captured on the reports, including bulky-item, CITY collection services, and proposed diversion programs, providing the CITY and CONTRACTOR an opportunity to monitor and evaluate the success of each diversion program over time, and with the support of full-time dedicated Recycling Coordinator. A *Diversion Program Timeline* is provided in the *Diversion Plan* which demonstrates additional milestones and tasks for monitoring the success of each diversion program. Additionally, because CONTRACTOR is committed to the CITY's success in meeting and exceeding the CITY and the State's diversion goals, the CONTRACTOR will provide a newly developed *monthly* Diversion Education Program Management tool for the CITY's solid waste franchise management.

**Method for Tracking Tonnage**

Each jurisdiction is assigned a separate account in CONTRACTOR's system and all inbound loads of recyclable materials are weighed when they arrive at the facility. The Sun Valley Paperstock facility for instance, similar to CONTRACTOR's Anaheim MRF, periodically takes a sample of mixed materials for each of the inbound jurisdictions. These samples are then sorted to achieve a material composition of the mixed recyclables, including the residual rate. That residual rate is then used to assign residual tonnage.

The function is performed by an employee who can accomplish several characterizations per day. This will allow for the development of metrics to minimize the amount of stray recyclables within the residue and focus market development efforts on potentially recyclable or compostable materials.

CONTRACTOR's CITY Reporting Department then completes disposal reports using the aforementioned reporting methods, including compiling tonnage information by origin. CONTRACTOR's CITY Reporting Department is also expressly familiar with each processing and disposal facility referenced in the *Facilities Chart* located. CONTRACTOR will work closely with each facility to track and monitor tonnage received at each respective location, capture the residual and receive regularly updated information from facility on the facilities average recovery rate, to ensure the CITY is receiving the most up to date diversion percentage for its tonnage.

**Compliance**

CONTRACTOR will identify, educate and monitor all commercial and multi-family customers required to be in AB 341 compliance. As San Fernando has adopted a mandatory minimum diversion guarantee of 50% based on tons collected, CONTRACTOR has developed a recycling plan that supports and educates both the State and CITY requirements to its multi-family and commercial customers. The implementation plan includes updating our website and print materials with information pertaining to both mandatory requirements. CONTRACTOR has partnered with its other local service areas to promote and meet



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

mandatory recycling requirements with success.

**Complaint Log**

CONTRACTOR's CITY Reporting Department will provide a complaint log that details customer complaints such as missed pickups, derived from our InfoPro system, which is further detailed in Exhibit 8 - *Customer Service Plan*. During the transition period, CONTRACTOR's Customer Service Representatives and additional Billing and CITY Reporting staff will be expressly trained in the San Fernando Contract.

**G. EMERGENCY SERVICES**

CONTRACTOR has tremendous experience nation-wide in responding to natural disasters and other emergencies, and will assist the CITY with service requests relating to a major disaster or other emergency such as an earthquake, high winds, storm, tidal wave, riot, or civil disturbance. CONTRACTOR will also cooperate with CITY, state and federal officials in filing information related to a regional, state or federally declared state of emergency or disaster for which we have provided equipment and operations personnel. CONTRACTOR will dedicate its equipment used throughout the CITY as well as any back-up equipment which may be needed from our extensive fleet of route and spare vehicles, including special vehicles (such as flat-bed trucks or transfer trailers) which may be necessary.

CONTRACTOR is in a unique position to provide uninterrupted service to the CITY in these circumstances due to the multiple operating locations from which we can dispatch vehicles and multiple disposal sites (six CONTRACTOR-owned transfer stations and a landfill in LA County). In addition, CONTRACTOR invested significant resources in the development of an emergency response plan for all of its facilities and operation as well as facility and systems upgrades related thereto (i.e. communication equipment, computer fail-safe, back-up generators, vehicle tracking systems, etc.), which would also serve to provide additional systems and controls to ensure our continued operation and ability to assist the CITY in emergency conditions. This plan has been informed through the recent experience CONTRACTOR has gained in coping with large-scale emergencies, beginning with Hurricane Katrina, and most recently, Superstorm Sandy.

All CONTRACTOR management and operations personnel maintain two-way radio and cellular phone access. This access will be available to the CITY (along with home telephone numbers) for specific management personnel to be contacted in the case of an emergency. Upon request, CONTRACTOR will implement an emergency services plan and dispatch vehicles from our Sun Valley facility (or back-up site, if necessary) to service the CITY. CONTRACTOR will maintain continuous contact with designated CITY personnel in order to provide the CITY with status updates. All activities will be recorded and sent by fax or modem to the CITY daily (or more frequently if required under the circumstances). We will also coordinate and work with state, county or federal agencies as required, with particular focus on the identification and handling of hazardous materials that we may identify during the course of CONTRACTOR's emergency services operations.

If so requested, CONTRACTOR will provide the CITY with a detailed Emergency Services Response Contingency Plan, subsequent to contract award, and after meeting with the CITY to obtain additional



**Collection Service Agreement****December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

information that may be relevant to the plan. This might include, for instance, locations and pertinent information related to local utilities, CITY departments that CONTRACTOR will interface with, CITY facility locations, commercial business or other locations in the Service Area that may be highly sensitive or critical in the case of an emergency (i.e. hospitals, government offices, power plants, industrial sites, police and fire stations, schools, etc.).

**Additional Corporate Citizenship Programs Offered by CONTRACTOR****Emergency Collection and Disposal Service**

**A contract with CONTRACTOR also entitles the CITY not only to the emergency collection and disposal services, but the CITY will also be entitled to access CONTRACTOR Services' renowned Blue Crew emergency response team.**

In the event of a major natural disaster, CONTRACTOR has a Disaster Plan that was borne out of CONTRACTOR's exceptional and immediate response to Hurricane Katrina and that continues to pass real tests in the field. In response to a major natural disaster, CONTRACTOR's considerable fleet depth will be pressed into service areas that require additional collection vehicles. In the case of a larger or regional event, spare equipment from other local divisions may not be sufficient. As in the case of Hurricane Katrina, parent CONTRACTOR Collection Services quickly mobilized equipment and personnel from other collection divisions to accomplish what would seem impossible. CONTRACTOR was on site, performing cleanup work in the Gulf Coast Region the day after the event, before any governmental agency was deployed and working.

With five full fleet operations in the Southern California area, CONTRACTOR is positioned to quickly respond to emergencies should they occur. The CONTRACTOR's regional processing facilities infrastructure ensures processing and disposal capacity of the materials collected.

These are some of the resources available to the CITY if it should ever be stricken by a major disaster or other emergency such as an earthquake, high winds, storm, riot or civil disturbance. The CONTRACTOR will also cooperate with CITY, State and Federal officials in filing information related to a Regional, State and/or Federally-declared state of emergency or disaster for which CONTRACTOR has provided equipment and operations personnel.



**Collection Service Agreement****December 9, 2013**

## Exhibit 10

### DISPOSAL PLAN

**1. Rate Stabilization**

Utilization of CONTRACTOR's own landfill facility enables the CONTRACTOR to guarantee that the landfill cost components of customer rates remain stable over the entire term of the *Agreement*.

**2. Guaranteed Capacity**

CONTRACTOR guarantees throughput, processing, and disposal capacity for all of San Fernando's waste stream for the term of the *Agreement*.

**3. Emergency Response Benefits**

Additionally, CONTRACTOR can make an additional commitment that, in case of a natural disaster or other unforeseen large-scale disaster or emergency, CONTRACTOR will be able to draw on its extensive nation-wide network of facilities, equipment, and personnel to respond immediately to any disaster the CITY might suffer.

**Disposal Facility**

Municipal solid waste (MSW) and residual waste from processing operations and trash loads that are not rich in recyclable materials will be direct hauled to Sunshine Canyon Landfill (SCL), located six (6) miles from the CITY of San Fernando centroid. CONTRACTOR projects to dispose 14,877 tons of MSW to SCL.

**Sunshine Canyon Landfill**

14747 San Fernando Road  
 Sylmar, CA 91342  
 Guaranteed Capacity: Yes  
 CONTRACTOR-Owned: Yes  
 Permitted Capacity: 12,100 tons per day  
 Current Throughput: 8,500 – 9,100 tons per day  
 Estimated Life: 2037  
 Posted Gate Rate: \$59.88  
 Cal Recycle Permit Type and Number: 19-AA-2000  
 Local Land Use Permit Number: 00-194-(5)  
 Materials Accepted: Municipal Solid Waste

A landfill gas project is planned for 2012 which will generate green energy and extend landfill life beyond 2037. Sunshine Canyon recovers approximately 15,000 – 20,000 tons per month of recyclable material

**Sunshine Canyon Landfill – Additional Information**

This is a state-of-the-art, Class III landfill. The total permitted acreage is 1,036 acres, 363 of which are dedicated to disposal. Sunshine Canyon's operating hours are Monday through Friday 6 am to 6 pm, and Saturdays 8 am to 2 pm, although permitted hours allow for landfill operations until 9 pm and on-site equipment maintenance commencing as early as 4 am Monday through Saturday. Sunshine Canyon is in total compliance with Federal, State, and

**Collection Service Agreement****December 9, 2013****Exhibit 10****DISPOSAL PLAN**

Local environmental laws and regulations, including Subtitle D (of RCRA). Sunshine Canyon has environmental control systems that can guarantee that waste entering the site is screened for hazardous wastes (including the use of hazardous waste detectors that screen incoming loads for hazardous materials) and that all acceptable waste is placed only on a composite landfill liner

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Automated Side-loaders			
<b>1. Material to be Collected</b>		<input checked="" type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables <input type="checkbox"/> Organic Waste
<b>2. Manufacturer and Model</b> .....		<u>2011 Auto Car (ASL)</u>	
a. Cab and Chassis.....		<u>Auto Car Expeditor</u>	
b. Body.....		<u>Heil</u>	
c. Engine.....		<u>Cummins ISL</u>	
d. Transmission.....		<u>Allison 3000 RDS</u>	
<b>3. Cab and Chassis:</b>			
a. Cab Height .....	<u>100</u>	inches	
b. Number of Axles .....	<u>3</u>		
c. Overall Length With Body Mounted .....	<u>292</u>	inches	
<b>4. Body:</b>			
a. Type of Body.....	<u>Rapid (Heil)</u>		
b. Rated Capacity.....	<u>30</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>30</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>30</u>	cu. yd.	
e. Net Capacity of Each Compartment .....	<u>30</u>	cu. yd.	
f. Overall Body Length.....	<u>261</u>	inches	
g. Body Height .....	<u>162</u>	inches	
h. Body Width .....	<u>99</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>109</u>	inches
	Maximum	_____	inches
<b>5. Weight</b> .....	GVW <u>54,000</u>	lbs.	Tare <u>34,540</u> lbs.
<b>6. Will the vehicles be owned, leased, or</b>		<u>owned</u>	



**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Automated Side-loaders		
other?.....		
7. Purchase cost of each vehicle.....	<u>\$285,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>209 p/month</u>	mpg
10. Average fuel per fill.....	<u>1.84</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO <sub>x</sub> .....	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	



**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Automated Side-loaders			
<b>1. Material to be Collected</b> <input type="checkbox"/> Refuse <input checked="" type="checkbox"/> Recyclables <input type="checkbox"/> Organic Waste			
<b>2. Manufacturer and Model</b> .....		<u>2011 Auto Car (ASL)</u>	
<b>a. Cab and Chassis</b> .....		<u>Auto Car Expeditor</u>	
<b>b. Body</b> .....		<u>Heil</u>	
<b>c. Engine</b> .....		<u>Cummins ISL</u>	
<b>d. Transmission</b> .....		<u>Allison 3000 RDS</u>	
<b>3. Cab and Chassis:</b>			
<b>a. Cab Height</b> .....		<u>100</u>	inches
<b>b. Number of Axles</b> .....		<u>3</u>	
<b>c. Overall Length With Body Mounted</b> .....		<u>292</u>	inches
<b>4. Body:</b>			
<b>a. Type of Body</b> .....		<u>Rapid (Heil)</u>	
<b>b. Rated Capacity</b> .....		<u>30</u>	cu. yd.
<b>c. Practical or Net Capacity</b> .....		<u>30</u>	cu. yd.
<b>d. No. of Collection Compartments</b> .....		<u>30</u>	cu. yd.
<b>e. Net Capacity of Each Compartment</b> .....		<u>30</u>	cu. yd.
<b>f. Overall Body Length</b> .....		<u>261</u>	inches
<b>g. Body Height</b> .....		<u>162</u>	inches
<b>h. Body Width</b> .....		<u>99</u>	inches
<b>i. Loading Height Above Ground</b> .....		Minimum	<u>109</u> inches
		Maximum	_____ inches
<b>5. Weight</b> .....		GVW <u>54,000</u> lbs.	Tare <u>34,540</u> lbs.
<b>6. Will the vehicles be owned, leased, or other?</b> .....		<u>owned</u>	

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Automated Side-loaders		
7. Purchase cost of each vehicle.....	\$285,000	
8. Fuel type.....	CNG	
9. Fuel usage.....	209 p/month	mpg
10. Average fuel per fill.....	1.84	gal/fill
11. Average fills per day.....	1	fills/day
12. Average fills per week (M-F).....	5	fills/week
13. Emissions rating		
a. CO.....	12.4	g/bhp/hr
b. HC (total hydrocarbons).....	na	g/bhp/hr
c. NO <sub>x</sub> .....	0.2	g/bhp/hr
d. Particulate Matter.....	n/a	g/bhp/hr
14. Safety Features.....	See sections 4B	
15. Color.....	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Automated Side-loaders			
<b>1. Material to be Collected</b>		<input type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables <input checked="" type="checkbox"/> Organic Waste
<b>2. Manufacturer and Model</b> .....		<u>2011 Auto Car (ASL)</u>	
a. Cab and Chassis.....		<u>Auto Car Expeditor</u>	
b. Body.....		<u>Heil</u>	
c. Engine.....		<u>Cummins ISL</u>	
d. Transmission.....		<u>Allison 3000 RDS</u>	
<b>3. Cab and Chassis:</b>			
a. Cab Height .....	<u>100</u>	inches	
b. Number of Axles .....	<u>3</u>		
c. Overall Length With Body Mounted .....	<u>292</u>	inches	
<b>4. Body:</b>			
a. Type of Body.....	<u>Rapid (Heil)</u>		
b. Rated Capacity.....	<u>30</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>30</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>30</u>	cu. yd.	
e. Net Capacity of Each Compartment .....	<u>30</u>	cu. yd.	
f. Overall Body Length.....	<u>261</u>	inches	
g. Body Height .....	<u>162</u>	inches	
h. Body Width .....	<u>99</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>109</u>	inches
	Maximum	_____	inches
<b>5. Weight</b> .....	GVW <u>54,000</u>	lbs.	Tare <u>34,540</u> lbs.
<b>6. Will the vehicles be owned, leased, or other?</b> .....		<u>owned</u>	

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Automated Side-loaders		
7. Purchase cost of each vehicle.....	<u>\$285,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>209 p/month</u>	mpg
10. Average fuel per fill.....	<u>1.84</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO <sub>x</sub> .....	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	



**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Front-Loaders			
<b>1. Material to be Collected</b>	<input checked="" type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables	<input type="checkbox"/> Organic Waste
<b>2. Manufacturer and Model</b> .....	<u>Auto Car / McNeilus</u>		
<b>a. Cab and Chassis</b> .....	<u>Auto Car</u>		
<b>b. Body</b> .....	<u>McNeilus</u>		
<b>c. Engine</b> .....	<u>ISL - Gas 320</u>		
<b>d. Transmission</b> .....	<u>Allison</u>		
<b>3. Cab and Chassis:</b>			
<b>a. Cab Height</b> .....	<u>103</u>		inches
<b>b. Number of Axles</b> .....	<u>4</u>		
<b>c. Overall Length With Body Mounted</b> .....	<u>387</u>		inches
<b>4. Body:</b>			
<b>a. Type of Body</b> .....	<u>mcNeilus</u>		
<b>b. Rated Capacity</b> .....	<u>33</u>		cu. yd.
<b>c. Practical or Net Capacity</b> .....	<u>33</u>		cu. yd.
<b>d. No. of Collection Compartments</b> .....	<u>1</u>		cu. yd.
<b>e. Net Capacity of Each Compartment</b> .....	<u>n/a</u>		cu. yd.
<b>f. Overall Body Length</b> .....	<u>300</u>		inches
<b>g. Body Height</b> .....	<u>168</u>		inches
<b>h. Body Width</b> .....	<u>103</u>		inches
<b>i. Loading Height Above Ground</b> .....	Minimum	<u>103</u>	inches
	Maximum		inches
<b>5. Weight</b> .....	GVW <u>57,500</u>	lbs.	Tare <u>38,180</u> lbs.
<b>6. Will the vehicles be owned, leased, or other?</b> .....	<u>owned</u>		

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Front-Loaders		
7. Purchase cost of each vehicle.....	<u>\$310,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>744 p/month</u>	mpg
10. Average fuel per fill.....	<u>37.25</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO <sub>x</sub> .....	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Front-Loaders				
<b>1. Material to be Collected</b>	Refuse	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Organic Waste	
		Recyclables		
<b>2. Manufacturer and Model</b> .....		<u>Auto Car / McNeilus</u>		
<b>a. Cab and Chassis</b> .....		<u>Auto Car</u>		
<b>b. Body</b> .....		<u>mc Neilus</u>		
<b>c. Engine</b> .....		<u>ISL - Gas 320</u>		
<b>d. Transmission</b> .....		<u>Allison</u>		
<b>3. Cab and Chassis:</b>				
<b>a. Cab Height</b> .....		<u>103</u>		inches
<b>b. Number of Axles</b> .....		<u>4</u>		
<b>c. Overall Length With Body Mounted</b> .....		<u>387</u>		inches
<b>4. Body:</b>				
<b>a. Type of Body</b> .....		<u>McNeilus</u>		
<b>b. Rated Capacity</b> .....		<u>33</u>		cu. yd.
<b>c. Practical or Net Capacity</b> .....		<u>33</u>		cu. yd.
<b>d. No. of Collection Compartments</b> .....		<u>1</u>		cu. yd.
<b>e. Net Capacity of Each Compartment</b> .....		<u>n/a</u>		cu. yd.
<b>f. Overall Body Length</b> .....		<u>300</u>		inches
<b>g. Body Height</b> .....		<u>168</u>		inches
<b>h. Body Width</b> .....		<u>103</u>		inches
<b>i. Loading Height Above Ground</b> .....	Minimum	<u>103</u>		inches
	Maximum			inches
<b>5. Weight</b> .....	GVW	<u>57,500</u>	lbs.	
	Tare	<u>38,180</u>	lbs.	
<b>6. Will the vehicles be owned, leased, or other?</b> .....		<u>owned</u>		

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Front-Loaders		
7. Purchase cost of each vehicle.....	<u>\$310,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>744 p/month</u>	mpg
10. Average fuel per fill.....	<u>37.25</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO <sub>x</sub> .....	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	



**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Front-Loaders			
<b>1. Material to be Collected</b>		<input type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables <input checked="" type="checkbox"/> Organic Waste
<b>2. Manufacturer and Model.....</b>		<u>Auto Car / McNeilus</u>	
a. Cab and Chassis.....		<u>Auto Car</u>	
b. Body.....		<u>McNeilus</u>	
c. Engine.....		<u>ISL - Gas 320</u>	
d. Transmission.....		<u>Allison</u>	
<b>3. Cab and Chassis:</b>			
a. Cab Height .....	<u>103</u>	inches	
b. Number of Axles .....	<u>4</u>		
c. Overall Length With Body Mounted .....	<u>387</u>	inches	
<b>4. Body:</b>			
a. Type of Body.....	<u>McNeilus</u>		
b. Rated Capacity.....	<u>33</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>33</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>1</u>	cu. yd.	
e. Net Capacity of Each Compartment .....	<u>n/a</u>	cu. yd.	
f. Overall Body Length.....	<u>300</u>	inches	
g. Body Height .....	<u>168</u>	inches	
h. Body Width .....	<u>103</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>103</u>	inches
	Maximum	_____	inches
<b>5. Weight.....</b>	GVW <u>57,500</u>	lbs.	Tare <u>38,180</u> lbs.
<b>6. Will the vehicles be owned, leased, or other?.....</b>		<u>owned</u>	

**Collection Service Agreement****December 9, 2013**

**Exhibit 11a**  
**Vehicle Specifications: Front-Loaders**

<b>7. Purchase cost of each vehicle.....</b>	<u>\$310,000</u>	
<b>8. Fuel type.....</b>	<u>CNG</u>	
<b>9. Fuel usage.....</b>	<u>744 p/month</u>	mpg
<b>10. Average fuel per fill.....</b>	<u>37.25</u>	gal/fill
<b>11. Average fills per day.....</b>	<u>1</u>	fills/day
<b>12. Average fills per week (M-F).....</b>	<u>5</u>	fills/week
<b>13. Emissions rating</b>		
<b>a. CO.....</b>	<u>12.4</u>	g/bhp/hr
<b>b. HC (total hydrocarbons).....</b>	<u>na</u>	g/bhp/hr
<b>c. NO<sub>x</sub>.....</b>	<u>0.2</u>	g/bhp/hr
<b>d. Particulate Matter.....</b>	<u>n/a</u>	g/bhp/hr
<b>14. Safety Features.....</b>	<u>See sections 4B</u>	
<b>15. Color.....</b>	<u>Blue</u>	
<b>16. GPS Monitoring and Tracking Features</b>	<u>Network Fleet Solutions</u>	

## Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Roll Off			
<b>1. Material to be Collected</b>		<input checked="" type="checkbox"/> Refuse	<input checked="" type="checkbox"/> Recyclables <input checked="" type="checkbox"/> Organic Waste
<b>2. Manufacturer and Model</b> .....		<u>Auto Car/ AMRO</u>	
a. Cab and Chassis.....		<u>Auto Car</u>	
b. Body.....		<u>Amrep</u>	
c. Engine.....		<u>Cummins ISL</u>	
d. Transmission.....		<u>Allison</u>	
<b>3. Cab and Chassis:</b>			
a. Cab Height .....	<u>102</u>	inches	
b. Number of Axles .....	<u>3</u>		
c. Overall Length With Body Mounted .....	<u>406</u>	inches	
<b>4. Body:</b>			
a. Type of Body.....	<u>Amrep / Roll Off</u>		
b. Rated Capacity.....	<u>N/A</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>N/A</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>1</u>	cu. yd.	
e. Net Capacity of Each Compartment .....	<u>N/A</u>	cu. yd.	
f. Overall Body Length.....	<u>299</u>	inches	
g. Body Height .....	<u>N/A</u>	inches	
h. Body Width .....	<u>108</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>55</u>	inches
	Maximum	<u>UNIT 1016</u>	inches
<b>5. Weight</b> .....	GVW <u>54,000</u>	lbs.	Tare <u>26,000</u> lbs.
<b>6. Will the vehicles be owned, leased, or other?</b> .....		<u>owned</u>	

**Collection Service Agreement****December 9, 2013**

Exhibit 11a Vehicle Specifications: Roll Off		
7. Purchase cost of each vehicle.....	<u>\$225,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>736.41 p/month</u>	mpg
10. Average fuel per fill.....	<u>1.84</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO <sub>x</sub> .....	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	



**Collection Service Agreement****December 9, 2013**

### Exhibit 12 Container Specifications

<b>1. Material to be Collected.</b> <div style="display: flex; justify-content: space-between;"> <div> Refuse <input checked="" type="checkbox"/>  Recyclables <input checked="" type="checkbox"/>  Organic Waste <input checked="" type="checkbox"/>  Food Waste <input checked="" type="checkbox"/>  Green Waste <input checked="" type="checkbox"/> </div> </div>				
<b>2. Manufacturer.....</b> <u>Otto Environmental Systems North America, Inc.</u>				
<b>3. Material of Construction</b> <u>HDPE</u>				
<b>4. Recycled Content (percentage).....</b> <u>up to 50%</u>				
<b>5. Manufacturing Method (rotational molding, injection molding, other.) .....</b> <u>Injection Molded</u>				
<b>Container Size</b>	<b>20 gal</b>	<b>32 gal</b>	<b>64 gal</b>	<b>96 gal</b>
<b>6. Color</b>	<u>see above</u>	<u>see above</u>	<u>see above</u>	<u>see above</u>
<b>7. Durability (in service years)</b>	<u>Exceeds Warranty Period</u>	<u>Exceeds Warranty Period</u>	<u>Exceeds Warranty Period</u>	<u>Exceeds Warranty Period</u>
<b>8. Cost of Each Container</b>	<u>n/a</u>	<u>\$37.92</u>	<u>\$51.00</u>	<u>\$57.09</u>
<b>9. Dimensions of Each Container (Length x Width x Height)</b>	<u>38 1/2 h x 19 w x 22 1/4 d</u>	<u>38 1/2 h x 19 w x 22 1/4 d</u>	<u>42 3/8 h x 25 1/8 w x 29 1/2 d</u>	<u>45 3/8 h x 27 1/2 w x 33 1/4 d</u>
<b>10. Wheel Size</b>	<u>8"</u>	<u>10"</u>	<u>10"</u>	<u>10"</u>
<b>11. Manufacturer's warranty (10-year minimum for carts)</b>	<u>10 - year</u>	<u>10 - year</u>	<u>10 - year</u>	<u>10 - year</u>

**Collection Service Agreement****December 9, 2013**

Exhibit 13 APPROVED SUBCONTRACTORS	
Subcontractor	Role
Mariposa Eco Consulting	Recycling Assessments
Container Management Group	Container Roll-Out

**ATTACHMENT "B"**

**CONTRACT NO. 1731(a)**

Amendment No. 1  
to  
Collection Services Agreement

By and Between

City of San Fernando, a Municipal Corporation,

and

Consolidated Disposal Service, LLC, a Delaware Limited Liability Company  
*dba* Republic Services

Amendment No. 1  
to  
Collection Services Agreement  
No. 1731

This Amendment No. 1 ("Amendment") to the Collection Services Agreement ("Agreement") is entered into as of this 15<sup>th</sup> day of June, 2015 by and between the City of San Fernando, a municipal corporation organized and operating under the laws of the State of California ("City"), and Consolidated Disposal Service, LLC, a Delaware Limited Liability Company *dba* Republic Services ("Collector"), collectively "the Parties", as follows:

RECITALS

This Amendment is entered into on the basis of the following facts and understandings of the Parties hereto:

- A. Whereas, the Parties entered into the Collection Services Agreement ("Agreement") on December 13, 2013, attached as Exhibit "A" to this Amendment No. 1, and incorporated by reference herein; and
- B. Whereas, the Parties have met and conferred to determine mutually acceptable modifications to the Agreement; and
- C. Whereas, the Parties desire to now memorialize the modifications to the Agreement by means of this Amendment; and
- D. Whereas, as of the date of this Amendment, Collector and City are in compliance with all terms and conditions of the Agreement.

NOW THEREFORE, the Parties do agree and amend the Agreement as follows:

Amendment No. 1

The Parties hereby agree to the following amendment of the Agreement:

- 1. The Parties hereby incorporate the above Recitals as a material element of this Amendment.
- 2. Amendment to Agreement at section 1.3.6. Section 1.3.6 of the Agreement is amended to read as follows:



1.36 Consumer Price Index (CPI). "CPI" means the index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUUR0000SEHG Water, Sewer and Trash Collection Services, All Urban Consumers for Los Angeles-Riverside-Orange County Area, California.

3. Amendment to Agreement at section 10.01.2. Section 10.01.2 of the Agreement is amended to read as follows:

"10.01.2. Production of Invoices for SFD Service Units. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for SFD Service Recipients received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with its system automated bi-monthly schedule, by which customers are billed for the current month and one month in advance (every two (2) months). The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the billing day (25<sup>th</sup> of every other month). Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date."

4. Amendment to Agreement section 10.01.7 Delinquent Service Accounts. Section 10.01.7 of the Agreement is amended to read as follows:

"10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, (1) a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and (2) a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due ("Delinquent Account"). The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting Delinquent Accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to Delinquent Accounts. The CONTRACTOR may, in its sole discretion, take such action as is legally available to collect or cause collection of such past due amounts from Delinquent Accounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment, or CONTRACTOR may suspend/stop service to the Delinquent Account until such time as the account status is fully restored including any fees or deposits required."

5. Amendment to Agreement section 9.01 City Collection Services. Section 9.01.6 of the Agreement is amended to read as follows:

Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to collect bulky items, including but not limited to: large pieces of yard waste, materials generated as part of CITY's residents' home renovations, Christmas Trees, etc. in consideration for CITY provided CONTRACTOR office space for a

Customer Representative at City Hall. Such collection shall not exceed fifteen (15) items per week. Should the number of items exceed fifteen (15) items per week, the City will be billed \$25 per item over the fifteen (15) item limit.

6. Amendment to Agreement section 9.01 City Collection Services. Section 9.01.2 of the Agreement is amended to read as follows:

Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to provide trash collection services at CITY's bus stop locations for the remainder of the term of this Agreement.

7. Amendment to Exhibit 1b, Maximum Service Rates (MFD & Commercial Services). Exhibit 1b is amended to read as follows:

Add: Locking Lid service rates per customer service requests. Locking lid service rate is \$6.00 per month/per container.

8. Amendment to Exhibit 2a, CITY Facilities. Exhibit 2a is deleted in its entirety, and replaced with the attached revised Exhibit 2a, incorporated by reference as though fully set forth herein, with the following changes:

- a. Add: Rudy Ortega Sr. Park site (2025 Fourth Street) to list of CITY owned and maintained facilities where CONTRACTOR is responsible for providing trash and recycling collection. This site was not listed in the original agreement 2a exhibit.
- b. Add: and increase additional City water sites (see attached)

9. Amendment to Exhibit 3a, Approved Facilities – Disposal. Exhibit 3a is amended as follows:

Add: CONTRACTOR designated landfill/transfer station sites for inert material disposal, C & D Mixed waste recycling and Mixed Food Waste recycling amending the operations plan/approved facilities. Disposal Site Information:

Sun Valley Landfill, (Vulcan Materials) located at 9436 Glenoaks Blvd., Sun Valley, CA 91352. Waste type: Inert (clean concrete, dirt, asphalt), 1,823 permitted maximum tons per day, \$175.00 per load.

East Valley Diversion/Downtown Diversion (WM) located at 11616 Sheldon St., Sun Valley, CA 91352. Waste type: (inert, mixed waste) - \$49.35 per ton. 70% Diversion.

Waste Transfer & Recycling Transfer Station, (WTR-WM) located at 840 S. Mission Road, Los Angeles, CA 90023. Waste type: (mixed food, Organic) - \$64.00 per ton. 85% Diversion.

American Reclamation, located at 4560 Doran St., Los Angeles, CA 90039. Waste type: Mixed C&D - \$45.00 per ton. 70% Diversion.

10. Amendment to Exhibit 4, City Sponsored Events. Exhibit 4 is deleted and replaced in its entirety as follows:

The original Agreement Exhibit 4, "City Sponsored Events" list, is deleted and replaced in its entirety with the attached updated City Sponsored Events list prepared by the City of San Fernando Public Works Department on March 11, 2014.

11. All other terms and conditions of the Agreement to remain in full force and effect.


IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SAN FERNANDO

  
\_\_\_\_\_  
City Manager

7.13.2015  
Date

CONSOLIDATED DISPOSAL SERVICE, LLC  
dba REPUBLIC SERVICES

  
\_\_\_\_\_  
Ronald R. Krall, Vice President

\_\_\_\_\_  
Date


**The foregoing Amendment to the Agreement has been reviewed and approved:**

Approved as to Form:

  
Rick Olivarez, City Attorney

7/20/15  
Date

ATTEST:

  
Elena G. Chávez, City Clerk

7/20/15  
Date



**Exhibit "A"**

**Master Agreement**

**(Please refer to Contract No. 1731)**



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Timothy T. Hou, Director of Community Development

**Date:** April 15, 2019

**Subject:** Consideration to Approve Lease and Memorandum of Lease with The Wildhorse Foundation, Inc., for the City-Owned Property at 828 Harding Avenue

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Lease (Attachment "A" – Contract No. 1911) and Memorandum of Lease (Exhibit "B" of Attachment "A") by and between the City of San Fernando and The Wildhorse Foundation, Inc. ("Foundation"), for the City-owned Property at 828 Harding Avenue ("Lease"); and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. The Healthy San Fernando Campaign is a collaborative effort by the City of San Fernando, Providence Holy Cross Medical Center, San Fernando Community Health Center, Valley Care Community Consortium, California State University at Northridge, and Kaiser Permanente to increase public awareness of obesity-related diseases while educating the community on the prevention of such diseases through healthy eating and active living.
2. The City of San Fernando has pledged to engage in active living with the ultimate goal of becoming the healthiest city in the San Fernando Valley. This includes City-sponsored programs and events featuring nutritional components or physical activity.
3. The Foundation is a not-for-profit corporation that manages the philanthropic activities of Yasiel Puig, a Major League Baseball player who played for the Los Angeles Dodgers from 2013 to 2018. The Foundation is dedicated to providing youth comprehensive health and wellness services to children involved in sporting activities. The foundation was formed in Florida with a branch in Southern California.



**Consideration to Approve Lease Agreement and Memorandum of Lease with The Wildhorse Foundation, Inc., for the City-Owned Property at 828 Harding Avenue**Page 2 of 3

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4. On April 16, 2018, the City Council authorized the City Manager to enter into a partnership with the Foundation to establish a collaboration that would focus on youth health, wellness, nutrition and sports at Pioneer Park.
5. Since that time, staff has worked with representatives from the Foundation to develop a plan for the initial phase of improvements focused on the former single family house located at 828 Harding Avenue to reuse the premises for community service and enrichment programming. The former single family house has been idle and unused in recent years.

**ANALYSIS:**

The Foundation and the City intend to enter this Lease in order for the tenant to perform tenant improvements at their cost and open the premises as a youth-oriented community center providing health and wellness programming. During early discussions, the City and Foundation have given the proposed youth-oriented community center the unofficial moniker, "Puig's House." Over the past several months, the City and Foundation have reached agreement on the following major terms for the Lease:

- Premises: 828 Harding Avenue, San Fernando, CA.
  - Portion of Assessor Identification Number 2516-030-907.
  - Size of Premises: 6,787.5 sq. ft. land (50 ft. width x 135.75 ft. depth).
  - Size of Building: 912 sq. ft.
  - Excluded from Leased Premises: Existing Detached Garage (In use by City).
  - Non-exclusive use of driveway (Shared access by City).
  - Tenant accepts premises as-is.
- Term: 10 years, expiring 2029.
- Options: Two five-year options to extend beyond 2029.
- Base Rent: \$1.00 per year.
- Security Deposit: \$0.

**Consideration to Approve Lease Agreement and Memorandum of Lease with The Wildhorse Foundation, Inc., for the City-Owned Property at 828 Harding Avenue**Page 3 of 3

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- Property Taxes, Utilities, & Insurance: At Tenant's expense.
- Use of Premises: Tenant shall accommodate community service and enrichment programming.
- Tenant Improvements: Tenant to complete at Tenant's expense, subject to prevailing wage compliance and landlord's approval, as outlined in Exhibit "C" of the Lease.
- Additional Consideration: Tenant shall support landlord's efforts to pursue grant opportunities, including but not limited to, letters of support for grant applications.

**BUDGET IMPACT:**

Approval of the proposed Lease will not create any significant budget impacts. While the proposed Lease charges rent of only \$1.00 per year to the tenant, a not-for-profit corporation, the Foundation's proposed tenant improvements have an estimated value exceeding \$125,000. The improvements shall remain property of the City and facilitate reuse of the premises to serve the community. The City will pursue grant opportunities and collaborate with partner agencies to develop and fund the future programming at the premises.

**CONCLUSION:**

It is staff's assessment that the Foundation, as tenant, will provide significant improvements to the former single family house at Pioneer Park and its renovation and use will create a valuable new community center for youth-focused health and wellness programming. The Lease will enable the tenant to continue to provide these important services here in San Fernando through 2029 and beyond.

Thus, staff recommends that the City Council approve the Lease by and between the City and the Foundation for the City-owned property at 828 Harding Avenue and authorize the City Manager to execute all related documents.

**ATTACHMENT:**

- A. Contract No. 1911 – Lease and Memorandum of Lease

Contract No. 1911**FACILITY LEASE**

(Structure Located at 828 Harding Avenue, San Fernando, California)

THIS FACILITY LEASE is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **CITY OF SAN FERNANDO, a municipal corporation** (hereinafter called "**Lessor**"), and **THE WILD HORSE FOUNDATION, INC.**, a Florida not for profit corporation (hereinafter called "**Lessee**"). The capitalized term "Parties" is a collective reference to both Lessor and Lessee and the capitalized term "Party" shall refer to either Lessor or Lessee interchangeably as appropriate.

**RECITALS**

WHEREAS, Lessor is the owner of record for that certain land located in the City of San Fernando, County of Los Angeles, State of California commonly known as 828 Harding Avenue, San Fernando, California, Assessor Identification Number 2516-030-907 (the "Property"); and

WHEREAS, the Property is part of that certain City-owned land commonly referred to as "Pioneer Park" and which is generally depicted in the legal description attached hereto as **Exhibit "A"**; and

WHEREAS, the Property improved with a building covering approximately 912 square feet in area commonly referred to as the Pioneer Park Field House and hereinafter referred to as the "Building";

WHEREAS, Lessor wishes to lease the Building to Lessee, which lease contemplates various tenant improvements and authorization for Lessee to use the premises for certain recreational programming; and

WHEREAS, pursuant to Government Code Section 37380(a), a city may lease property owned, held or controlled by it or any of its departments for a period not to exceed 55 years;

WHEREAS, although the Lease is a "project" within the meaning of the California Environmental Quality Act ("CEQA") it is nevertheless statutorily exempt under CEQA pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines; and

WHEREAS, this Lease was approved by the San Fernando City Council at its Regular meeting of \_\_\_\_\_ 2019 under Agenda Item No. \_\_\_\_\_; and

WHEREAS, upon execution of this Lease by all of the Parties, the City shall have a Memorandum of Lease recorded in accordance with Government Code Section 37393.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLES****ARTICLE ONE****LEASE, TERM AND OPTION TO EXTEND TERM**

1.1 Lease of Premises. For purposes of this Lease, the capitalized term “Premises” shall be a collective reference to the Property, including of the Building and all other existing or future improvements located on the Property. Lessor hereby leases to Lessee, and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, the Premises. (The Premises is more specifically described in the legal description and map attached and incorporated hereto as **Exhibit “A”**).

1.2 Term. This Lease shall have an initial term of ten (10) years (“Initial Term”) commencing on the date the Lease has been fully executed by all of the Parties (the “Lease Commencement Date”) and ending on the tenth anniversary of the Lease Commencement Date (“Lease Expiration Date”), unless extended or sooner terminated as provided under this Lease.

1.3 Extension Options. Unless the Lease has expired or has been sooner terminated, Lessee shall have the right and option (“Extension Option”) to extend the Initial Term for a maximum of two (2) additional five-year extension terms (each hereinafter referred to as an “Extension Term”). Lessee may exercise each Extension Option by giving written notice thereof to Lessee of its election to do so provided that such notice shall be delivered no later than eight (8) months prior to the expiration of the Initial Term or the preceding Extension Term, whichever the case may be. For purposes of this Lease, the unmodified, capitalized word “Term” shall refer to the Initial Term, inclusive of any Extension Terms. Except as otherwise provided under Section 2.2 of this Lease below, the Lease shall be subject to the same terms and conditions set forth in this Lease during any Extension Term.

1.4. Holding Over. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises to Lessor. Lessee will not be permitted to hold over possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor, which consent Lessor may withhold in its sole and absolute discretion. If Lessee holds over after the expiration or earlier termination of the Term with or without the express written consent of Lessor, then, in addition to all other remedies available to Lessor, Lessee shall become a tenant at sufferance only, upon the terms and conditions set forth in this Lease so far as applicable, but at a rent sum equal to Five Hundred Dollars (\$500.00) per month (hereinafter, the “Holdover Rent”). Acceptance by Lessor of Holdover Rent after such expiration or earlier termination shall not constitute consent to a hold over hereunder or result in an extension of this Lease. This Section 1.4 shall not be construed to create any express or implied right to holdover beyond the expiration of the Term or any extension thereof. Lessee shall be liable, and shall pay to Lessor within ten (10) days after demand, for all losses incurred by Lessor as a result of such holdover, including any claim for damages made by a Succeeding Lessee provided that Lessor provides sixty (60) days written notice prior to the expiration or earlier termination of this Lease, and shall indemnify, defend and hold Lessor and the Lessor Parties harmless from and against all liabilities, damages, losses, claims, suits, costs and expenses (including reasonable attorneys’ fees and costs) arising from or relating to any such holdover tenancy, including without limitation, any claim for damages made by a succeeding Lessee. Lessee’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Lease. The foregoing provisions of this Section 1.4 are in addition to, and do not affect, Lessor's right of re-entry or any other rights of Lessor hereunder or otherwise at law or in equity.

1.5 Triple Net Lease. This Lease is intended to be a net to the Lessor and Lessee shall pay to Lessor, net throughout the Term, rent prescribed under Article Two (Rent) free of



any offset, abatement, or other deduction, except as may be expressly set forth herein. Lessor shall not be required to make any payment of any kind with respect to the Premises except as may be expressly set forth herein. Accordingly, Lessee agrees to pay as additional rent all other payments, costs, expenses, charges and other obligations of every kind whatsoever arising from or related to the Premises and the operation thereof, including, but not limited, to all services and utilities, insurance premiums, real property taxes, rates, assessment, and assessment installments as they become due and payable during the Term, except as otherwise described herein. Lessee shall make those payments at whatever time necessary to prevent delinquency or penalty for late payment unless Lessee has duly contested the payments in the manner prescribed in this Lease.

## ARTICLE TWO RENT

2.1 Base Rent. Commencing upon the Lease Commencement Date during the Initial Term of this Lease, Lessee shall pay to Lessor a base rent of One Dollar (\$1.00) per year (“Base Rent”) during the Term of this Lease.

c. Late Payments.

If Lessee fails to pay Base Rent or Additional Rent when due, the unpaid amounts shall bear interest at a three percent (3%) interest rate per annum (but in no event to exceed the maximum lawful rate), commencing ten (10) days from the date the unpaid rent was initially due, to and including the date of payment. In addition, if any installment of Base Rent or Additional Rent is not received by Lessor from Lessee within ten (10) days after the date when due, Lessee shall immediately pay to Lessor a late charge equal to Three Hundred Dollars (\$300.00). Lessor and Lessee agree that this late charge represents a reasonable estimate of the direct and indirect costs, expenses and damages Lessor will incur as a result of Lessee’s late payment (which damages would be impractical and extremely difficult to calculate accurately) and which are based primarily on Lessor’s Community Development staff and Finance staff time, and is therefore fair compensation to Lessor for its loss suffered by reason of late payment by Lessee.

2.4 Security Deposit.

a. Lessor hereby waives the requirement for a security deposit.

## ARTICLE THREE USE OF PREMISES

3.1 Authorized Use. The Premises is leased to Lessee solely for the conduct of community based youth, youth sports and public health programing as more specifically described in the document entitled “Authorized Uses” which is attached and incorporated hereto as **Exhibit “B”**. Lessee shall not use the Premises for any other use(s) without first obtaining the written consent of Lessor, which consent may be granted, conditionally granted or withheld by Lessor in Lessor’s sole and absolute discretion.

3.2 Only Lawful Uses Permitted. Lessee shall not use or permit Premises or any portion of said thereof to be improved, developed, used or occupied in any manner or for any

purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county or local governmental agency, body or entity. Furthermore, Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to said Premises or any portion of said Premises. Lessee shall, at Lessee's sole cost and expense, promptly and properly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, county or municipal government which may in any way apply to the use of, maintenance of, occupation of, and operations on the Building.

3.3 Lessor's Access to Premises. The Parties acknowledge, understand and agree that Lessor and Lessor's duly authorized officials, employees and contractors, shall at all times, and without notice to Lessor, have an absolute right to enter the Premises, including the Building, to inspect the Premise and to verify compliance with the terms of this Lease and other applicable laws. Lessor shall be maintain keys to the Building and other parts of the Premises. Lessee shall not change any locks to the Premises or install any security systems for the Premises without Lessor's prior written approval and without first providing Lessor with copies of all keys and codes to all security systems. Lessor retains exclusive use of the existing detached garage (currently in use by the Lessor), and shared access with the Lessee of the existing driveway as path of access to the garage.

#### ARTICLE FOUR TAXES AND UTILITIES

4.1 Lessee to Pay Taxes. Lessor hereby gives notice to Lessee, pursuant to Revenue and Tax Code Section 107.6 that this Lease may create a possessory interest that is the subject of property taxes levied on such interest, the payment of which taxes shall be the sole obligation of Lessee. Lessee shall advise in writing any sublessee, licensee, concessionaire or third party using the Premises of the requirements of Section 107.6. In addition to the Base Rent, Lessee shall pay any and all applicable taxes, assessments, and other charges of any description or nature levied or assessed during the Term by any governmental agency or entity on or against said Premises by reason of the Development, or any improvements or other property placed by the Lessee in or on said Premises. Lessee, at its sole cost and discretion, may apply for tax exempt status of the Premises, and Lessor shall take such action to assist Lessee with obtaining such designation.

4.2 Proration of Taxes. Except as provided herein, and notwithstanding Section 4.1 of this Lease, Lessee's obligation to pay taxes as provided in Section 4.1 above shall be prorated on the basis of a 365-day year to account for any portion of a fiscal tax year (beginning on July 1 and ending on June 30) included in the Term at the beginning or end of the Term and Lessor shall be obligated to pay any taxes accrued outside the Term of this Lease.

4.3 Payment Before Delinquency. Any and all taxes and assessments and installments of taxes and assessments required to be paid by the Lessee under this Lease shall be paid at least ten (10) days before such tax, assessment, or installment of tax or assessment becomes delinquent and the official and original receipt for the payment of such tax, assessment, or installment shall immediately be given to Lessor.

4.4 Contest of Tax. Lessee shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against said Premises or any part of said Premises; provided, however, that the contest, opposition, or

objection must be filed before the contest, opposition or objection is due and before the tax, assessment, or other charge at which it is directed becomes delinquent. Written notice of the contest, opposition or objection must be given to Lessor at least ten (10) days before the earlier of (i) the date the contest, opposition or objection is due and (ii) the date the tax, assessment, or other charge becomes delinquent. Lessor shall, on written request of Lessee, join in any such contest, opposition, or objection if Lessee determines such joinder is necessary or convenient for the proper prosecution of the proceedings, but Lessor shall not be liable for any costs or expenses incurred or awarded in the proceeding.

4.5 Tax Returns and Statements. During the Term, Lessee shall, as between Lessor and Lessee, have the duty of attending to, preparing, making and filing any statement, return, report or other instrument required or permitted by law in connection with the determination, equalization, reduction, or payment of any taxes, assessments, or other charges that are or may be levied on or assessed against said Premises, any portion of said Premises, any interest in said Premises, or any improvements or other property on said Premises, other than those statements, returns, reports or other instruments directly related to Lessor's interest in the Premises after the Lease Expiration Date.

4.6 Tax Hold-Harmless Clause. In addition to any other duty to indemnify, defend and hold harmless as may be set forth in this Lease, Lessee shall also indemnify, defend and hold Lessor and the property of Lessor, including the Premises and any improvements now or hereafter on the Premises, free and harmless from any liability, loss or damage resulting from any taxes, assessments, or other charges required by this Article to be paid by the Lessee relating to the Premises and from all interests, penalties or other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

4.7 Exemptions in Lieu of Taxes. Lessee's obligation to pay or cause to be paid taxes or assessments levied or charged against the Premises or improvements or against personal property shall not include the following, whatever they may be called: income, or profits taxes levied or assessed against Lessor by federal, state or other governmental agency; estate, gift, succession, inheritance, or transfer taxes of Lessor; or corporation, franchise, profits, personal property, capital levy, capital stock, or revenue taxes imposed on the corporation owner of the fee title of the Premises, or any increase in taxes attributable to the sale of the Premises.

4.8 Installment Payments. If any real estate tax, special tax or assessments are at any time during the Term of this Lease levied or assessed against the Premises, which, upon exercise of any option permitted by the assessing authority, may be paid in installments or converted to an installment payment basis (irrespective of whether interest shall accrue on unpaid installments), Lessee may elect to pay such taxes in installments (with accrued interest thereon, if any). In the event of such election, Lessee shall be liable only for those installments of such tax or assessment which become payable during the Term of this Lease, and Lessee shall not be required to pay any such installment which becomes due and payable after the expiration of the Term or sooner termination of this Lease. Lessor shall execute whatever documents may be necessary to convert any real estate taxes to such an installment payment basis if requested to do so by Lessee.

4.9 Utilities. Lessee shall pay when due or cause to be paid when due, and hold Lessor and the property of Lessor including said Premises free and harmless from, all charges for the furnishing of gas, light, water, electricity, power, telecommunication service, and any other

public utilities to said Premises during the Term of this Lease and for janitorial services for the Premises and for the removal of garbage and rubbish from said Premises during the Term of this Lease.

4.10 Payment by Lessor. Subject to the provisions of Section 4.4 for Lessee to contest taxes, should Lessee fail to pay within the time specified in this Article any taxes, assessments, utilities or other charges required by this Article to be paid by Lessee, Lessor may, without notice to or demand on Lessee, after ten (10) days' written notice to Lessee pay, discharge, or adjust such tax, assessment, utilities, or other charge for the benefit of Lessee. In such event, Lessee shall promptly on written demand of Lessor reimburse Lessor for the full amount paid by Lessor in paying, discharging, or adjusting such tax, assessment or other charge together with interest thereon at the rate of ten percent (10%) per annum from the date of payment by Lessor until the date of repayment by Lessee. Where no time within which any charge required by this Article to be paid by Lessee is specified in this Article, such charge must be paid by Lessee before it becomes delinquent.

## ARTICLE FIVE

### IMPROVEMENTS AND ALTERATIONS

5.1 Lessor's Approval Rights. Except as otherwise provided under this Article, Lessee shall not make or suffer to be made any alterations, additions, or improvements to the Premises or any part thereof or attach any fixtures or equipment thereto (collectively, "Improvements and Alterations") without Lessor's prior written consent, which consent may be granted, conditionally granted or withheld by Lessor in Lessor's sole and absolute discretion. All Improvements and Alterations shall be effected through the use of contractors approved by Lessor in Lessor's sole and absolute discretion. Lessor, in its sole and absolute discretion, may require that Lessee's contractor(s) furnish to Lessor upon demand such performance bonds and labor and material bonds as Lessor may require so as to assure completion of the Improvements and Alterations on a lien-free basis in amounts reasonably established by Lessor in Lessor's discretion. Lessee shall keep the Premises free and clear of any and all mechanic's liens, stop notices or other like encumbrances and shall secure the release of the same at Lessee's sole cost and expense immediately upon Lessor's issuance of written notice demanding the release of any and all such encumbrances, but in no event later than three (3) calendar days from the date Lessor issuance such written notice.

5.2 City Approval of Improvements and Alterations and Construction Documents; Permits.

a. As a precondition to Lessor's consideration and approval of any Improvements and Alterations proposed by Lessee and as a precondition to the commencement of any construction or installation work by Lessee or Lessee's contractors, subcontractors employees, agents or volunteers, Lessee shall submit all completed plans and specifications; blueprints; "As Built" drawings, designs and elevations; all Hazardous Materials and Hazardous Substance abatement plans (including but not limited plans for the safe and legally compliant removal of asbestos and lead-based paint); all contemplated completion schedules (including all critical path schedules); and documentation establishing the education, qualifications and experience of all of Lessor's proposed contractors, subcontractors, project managers and consultants to perform the



work, services and tasks contemplated as part of Lessee's proposed Improvements and Alterations, including but not limited to proof that all of the foregoing hold the requisite licenses and certifications required to perform those services and tasks assigned to them as part of the Alteration effort. The term "Construction Documents" shall be a collective reference to all of the documents described in the preceding sentence. Lessor reserves the right to request such other information as may reasonably be required by Lessor to adequately understand and conceptualize Lessee's proposed Improvements and Alterations and the manner and process by which such Improvements and Alterations will be constructed. Lessor, in its sole and absolute discretion, may approve, conditionally approve, modify or reject, any or all Improvements and Alterations proposed by Lessee; any and all Construction Documents submitted by Lessee; and any contractors, subcontractors, project managers or consultants proposed by Lessee.

b. Within twenty (20) calendar days of Lessor's receipt of Lessee's Construction Documents, Lessor shall notify Lessee in writing as to whether or not the Construction Documents are sufficiently complete and detailed for Lessor to make an informed decision as to whether or not Lessor shall approve, conditionally approve, modify, or reject the proposed Improvements and Alterations and Construction Documents. Within twenty (20) calendar days from the date Lessor issues written notice to Lessee that the Construction Documents are sufficiently complete and detailed for Lessor to make an informed decision as to the proposed Improvements and Alterations, and Construction Documents, Lessor shall issue written notice to Lessee indicating whether or not Lessor will approve, conditionally approval, modify or reject any or all of the proposed Improvements and Alterations or Construction Documents submitted by Lessee or any contractors, subcontractors, project managers or consultants proposed by Lessee. The failure of Lessor to timely deliver such notice shall constitute a rejection of all Improvements and Alterations, Construction Documents, contractors, subcontractors, project managers and consultants by Lessee.

c. Lessee, at Lessee's sole cost and expense, shall obtain, and pay all fees for all permits required by the Lessor or other legal jurisdictions, that are required to undertake any of the Improvements and Alterations proposed by Lessee.

d. [Reserved – No Text]

e. Any and all Improvements and Alterations proposed and constructed by Lessee shall comply with all applicable provisions of the San Fernando Municipal Code, including all zoning and building and safety requirements and restrictions as well as all accessibility requirements under the Americans with Disabilities Act. All construction, installation, testing and demolition work performed by Lessor or Lessor's contractors, subcontractors, project managers or consultants shall comply with all applicable State and federal laws, including laws relating to the safe containment, removal, transport and disposal of construction debris, Hazardous Materials and Hazardous Substances, including but not limited to asbestos and lead-based paint.

f. As of the Lease Commencement Date, Lessee proposes to construct and install those specific Improvements and Alterations to the Premises listed under **Exhibit "C"** of this Lease (hereinafter, the "Initial Improvements"). As of the Lease Commencement Date, Lessee

has not yet submitted the Construction Documents for the Initial Improvements. Notwithstanding anything in this Lease to the contrary, Lessor may unilaterally terminate this Lease without penalty or further obligation immediately upon the issue of written notice to Lessee specifying the effective date of such termination in the event Lessee shall have failed to submit complete and adequate Construction Documents in the manner prescribed under paragraphs (a) and (b) of this Section to Lessor within one (1) year of the Lease Commencement Date.

5.3 Title to Improvements and Alterations. Title to all Improvements and Alterations shall vest in Lessor upon the expiration or termination of the Lease. All permanent buildings, structures, and improvements, including pipelines, storage tanks, pumps, electric controls, and other like facilities and appurtenances, thereto erected or by installed by Lessee hereafter constructed or placed upon the Premises or in rights of way and easements given by Lessor to Lessees, and all alterations, modifications and in enlargements thereof and improvements therein shall not be deemed trade fixtures, but shall become part of the Premises, subject to Lessees rights of possession, use and occupancy during the term of this Lease in accordance with the terms and conditions thereof. All other equipment of such nature as to constitute trade fixtures shall remain the property of Lessee. Upon the expiration or termination of the Lease, Lessee may remove said trade fixtures or Lessor may require that Lessee remove same at Lessee's expense. Lessee agrees and understands that "fixture" is defined as a thing affixed to premises that is bolted, nailed, screwed, cemented and/or plastered; except that furniture, equipment, and furnishings that are bolted or nailed to floors or walls for safety, earthquake protection, or security, or artwork, shall be deemed "trade fixtures" and Lessee shall repair any damage to the Premises as a result of the removal of the same. For the purpose of this Lease, fixtures shall include slat wall, counters and the like, attached to the physical structure of the Premises in any matter whatsoever. Upon the expiration or termination of the Lease, all fixtures, other than those deemed trade fixtures by Lessor, shall become the property of Lessor. Lessee shall be liable to Lessor for Lessor's costs for storing, removing and disposing of any of Lessee's personal property.

5.4 Removable Property and Equipment. At any time during the period that this Lease is in effect, if not in default thereunder, Lessee may remove all or any personal property, title to which is in Lessee, which Lessee theretofore has placed or installed upon the Premises and the cost of which has not been reimbursed by Lessor, provided that upon said removal, shall repair at its own expense any damage resulting therefrom.

5.5 Prevailing Wage Compliance.

a. Lessee acknowledges and agrees that Improvements and Alterations made to the Premises or any portion thereof ("Improvement Work") will constitute "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds..." (California Labor Code Section 1720). Accordingly, Lessee shall comply with applicable labor laws and prevailing wage policies as set forth under applicable California Labor Code requirements pertaining to "public works" (California Labor Code Section 1720 et seq., as amended from time to time and implementing regulations), the Davis-Bacon Act, as amended from time to time and implementing regulations, and all other applicable

decisions, statutes, ordinances, resolutions, decrees, orders, writs, rules, or regulations of any federal, state, regional, county, local or other governmental agency, legislative body, court, authority, administrative agency, regulatory body, commission, joint powers agency or instrumentality addressing the payment of prevailing wages in connection with any Improvement Work (collectively, "Labor and Prevailing Wage Laws"). Lessee shall require the general contractor for any Improvement Work to submit, upon request by Lessor, certified copies of payroll records to Lessor and to maintain and make records available to Lessor and its designees for inspection and copying to ensure compliance with Labor and Prevailing Wage Laws. Lessee shall also include in its general contractor agreement, and in all of its subleases and other contracts, a provision in a form acceptable to Lessor which obligates the general contractor and others as applicable (a) to comply with, and to require that their respective sublessees, contractors and/or subcontractors comply with, Labor and Prevailing Wage Laws, and (b) upon request by Lessor to submit certified copies of payroll records to Lessor and to maintain and make such payroll records available to Lessor and its designees for inspection and copying, during regular City business hours, at the Premises or at another location within the City of San Fernando.

b. In addition to any other duty to indemnify, defend and hold harmless as may be set forth elsewhere in this Lease, Lessee shall defend, indemnify and hold harmless the Lessor Entities, defined under Section 7.1, below, from and against any and all present and future actions, causes of action, claims, cross-claims, disputes, demands, damages (including special and consequential damages), losses, fines, penalties, taxes, costs, loss of service, expenses, liabilities, obligations, attorneys' fees, and debts of whatever kind, character, or nature, in law, equity, contract or tort, or otherwise (collectively, "Labor and Prevailing Wage Claims") arising out of or in any way connected with Lessee's obligation to comply with all Labor and Prevailing Wage Laws with respect to any Improvement Work as provided above, including all Labor and Prevailing Wage Claims that may be made by contractors, subcontractors, State or federal governmental regulators or other third party claimants pursuant to California Labor Code Section 1726 or any other applicable Labor and Prevailing Wage Laws.

## ARTICLE SIX

### MAINTENANCE AND REPAIRS

6.1 "As-Is" Condition. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT LESSOR IS LEASING THE PREMISES TO LESSEE ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT LESSEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM LESSOR OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THE PREMISES, INCLUDING: (i) the quality, nature, adequacy and physical condition and aspects of the Premises, including, but not limited to, landscaping, utility systems, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises, (iv) the development potential of the Premises, and the use, habitability, merchantability, or fitness, suitability, value or adequacy of the Premises for any particular purpose, (v) the zoning or other legal status of the Premises or any other public or private restrictions on use of the Premises, (vi)

the compliance of the Premises or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Materials on, under or about the Premises or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the real property, (ix) the condition of title to the Premises, and (x) the agreements affecting the Premises, including covenants, conditions, restrictions, ground leases, and other matters or documents of record or of which Lessee has knowledge.

6.2 Lessee's Maintenance Obligations. Lessee, at all times during the Term and at Lessee's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair, in a neat and clean condition and in compliance with applicable laws.

6.4. Waivers of Repair Rights. Lessee expressly waives all rights to make repairs at the expense of Lessor or to terminate this Lease because of Lessor's failure to keep the premises in good order, condition, and repair as provided for in Sections 1941 and 1942 of the Civil Code of the State of California.

6.5 Construction-Related Accessibility Standards. The Parties acknowledge and agree that as of the Lease Commencement Date, the Premises have not been inspected by a Certified Access Specialist (CASP). A Certified Access Specialist (CASP) can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Upon Lessee's prior written request, Lessor may permit Lessee to undertake a CASp inspection of the Premises, at a date, time and manner mutually acceptable to the Parties, provided that no such inspection shall occur sooner than thirty (30) days from the date Lessor receives Lessee's written request for such an inspection. The foregoing notwithstanding Lessee shall be solely responsible for all fees, costs and other expenses associated with such an inspection and Lessor shall also be solely responsible for the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6.6 Landlord's Governmental Capacity. All improvements made by Lessee constituting Improvements and Alterations shall be subject to Lessor's approval in its proprietary capacity as the Lessor under this Lease; however, such approval shall not supplant, supersede, waive, or otherwise affect Lessor's rights in its governmental capacity, including Lessor's police power rights under the general laws of the State of California and the California Constitution.

## ARTICLE SEVEN

### WAIVER; INDEMNITY AND INSURANCE

7.1 Waiver. Lessee, on behalf of itself and its assigns, waives its rights to recover from and releases and discharges Lessor and all Lessor Entities and their respective heirs, successors, personal representatives and assigns, from any and all Losses whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way connected with (a) the physical or environmental condition of the Premises or any law or regulation applicable thereto, (b) any damage that may be suffered or sustained by Lessee or any



person whosoever may at any time be using or occupying or visiting the Premises, or (c) any act or omission (whether negligent, non-negligent or otherwise) of Lessee or any of Lessee's officers, employees, contractors, sublessees, agents or volunteers (each a "Lessee Entity"; and collectively "Lessee Entities"), whether or not such Losses shall be caused in part by any act, omission or negligence of Lessor, Lessor's elected or appointed officials, Lessor's employees, agents and volunteers and their successors and assigns (each, a "Lessor Entity"; collectively, "Lessor Entities"), except if caused by the sole gross negligence or willful misconduct of Lessor or a Lessor's Entity. In connection with the foregoing waiver, Lessee expressly waives the benefit of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

7.2 Indemnity. In addition to, and not in limitation of the foregoing, Lessee shall forever indemnify, defend, hold and save Lessor and each Lessor Entity free and harmless of, from and against any and all Losses caused in whole or in part by or arising out of (a) any act or omission of Lessee or any Lessee Entity, (b) Lessee's use of the Premises or operations on the Premises or (c) any default by Lessee or any Lessee Entity hereunder, whether or not Losses shall be caused in part by any act, omission or negligence of Lessor or any Lessor Entity. The foregoing indemnity shall not extend to any Loss caused by the sole gross negligence or willful misconduct of Lessor or a Lessor Entity.

7.3 Losses. For purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs, and court costs), of any kind or nature.

7.4 Immediate Obligation to Defend. Lessee specifically acknowledges that it has an immediate and independent obligation to defend Lessor or the Lessor Entity from any claim which is actually or potentially within the scope of the indemnity provision of this section or any other indemnity provision under this Lease, even if such allegation is or may be groundless, fraudulent or false, and such obligation arises at the time such claim is tendered to Lessee and continues at all times thereafter.

7.5 Notice. Without limiting the foregoing waiver and indemnity, each Party hereto shall give to the other prompt and timely written notice of any Loss coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

7.6 Insurance. Lessee, at its sole cost and expense, commencing on the Lease Commencement Date and continuing for the duration of the Term, shall procure, pay for and thereafter keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

- a. Commercial general liability insurance with coverage limits of no less than Two

Million Dollars (\$2,000,000) for combined single limit for bodily injury, personal injury, death and property damage liability per occurrence or the limit carried by Lessee, whichever is greater, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises or related to the exercise of any rights of Lessee pursuant to this Lease, subject to increases in the amount as Lessor may reasonably require from time to time. All such liability insurance shall include, but not be limited to, personal injury, blanket contractual cross-liability and severability of interest clauses, broad form property damage, independent contractors, owned, non-owned and hired vehicles.

- b. Worker's compensation coverage in an amount adequate to comply with the laws of the State of California and employer's liability coverage with a limit of not less than One Million Dollars (\$1,000,000).
- c. Fire and casualty coverage insurance covering the Premises and all improvements either now or hereafter located on the Premises, against loss or damage by fire or other risks or perils, including fire, smoke, sprinkler leakage, windstorm, hail, explosion, riot, strike, civil commotion, malicious mischief, vandalism in an amount not less than one hundred percent (100%) of the full replacement cost of the Premises and all improvements constructed or erected thereupon.

7.7 Form of Policies. All insurance required by Lessee hereunder shall be pursuant to policies in a form and substance and issued by companies reasonably satisfactory to Lessor. Upon sixty (60) calendar days prior written notice to Lessee, Lessor may, upon reasonable grounds increase or change the required insurance hereunder, provided such additional increase in coverage limits does not exceed an amount equal to one-hundred percent (100%) of the existing insurance coverage limits specified in Section 7.6 above during the entirety of the Term, First Extension Term, and Second Extension Term, in which event Lessee shall obtain such required insurance. Without limiting the generality of the foregoing, all Comprehensive General Liability Insurance, and Comprehensive Automobile Liability Insurance, policies shall be endorsed to provide the following:

- a. Name as additional insured the Lessor and its officers, officials, employees, and volunteers (collectively, "Additional Insureds");
- b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. That the insurance company shall give Lessor thirty (30) days prior written notice or Ten (10) days written notice for non-payment of premiums of cancellation, non-renewal or reduction in coverage or limits, delivered to Lessor.

7.8 Delivery of Policies or Certificates. Within ten (10) business days after Lessor's request, and in any event on or before the Lease Commencement Date, Lessee shall provide to Lessor copies of its insurance certificates thereof evidencing the above insurance. The Lessor

reserves the right to examine Lessee's actual insurance policies on a case by case basis.

7.9 Subrogation. Notwithstanding anything to the contrary herein, Lessee waives any right of recovery against Lessor for any loss or damage to the extent the same is required to be covered by Lessee's insurance hereunder. Lessee shall obtain from its insurer, if possible, a waiver of subrogation the insurer may have against Lessor or any Lessor Entity in connection with any Loss covered by Lessee's property insurance policy.

## ARTICLE EIGHT EMINENT DOMAIN

8.1 Definitions. For purposes of this Article 8 (Eminent Domain), the following capitalized terms shall have the following meanings:

(a) "Award" means all compensation, sums or value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

(b) "Date of Taking" means the earlier of: (i) the date upon which title to the portion of the Premises taken passes to and vests in the condemnor, and (ii) the date on which Lessee is dispossessed

(c) "Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under applicable laws. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

(d) "Total Taking" means a Taking of substantially all of the Premises, or a portion of the Premises that Lessee reasonably believes renders the Premises imprudent or unreasonable to use for Lessee's intended purpose, or if access to the Premises is substantially impaired as a result of any Taking.

8.2 General. If during the Term or during the period between the execution of this Lease and the Commencement Date, any Taking of all or any part of the Premises or any interest in this Lease occurs, the rights and obligations of the Parties hereunder shall be determined pursuant to this Article 8 (Eminent Domain). Lessor and Lessee intend that the provisions hereof govern fully in the event of a Taking and accordingly, the Parties each hereby waives any right to terminate this Lease in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

8.3 Total Taking; Automatic Termination. If a Total Taking of the Premises occurs, then this Lease shall terminate as of the Date of Taking.

8.4 Partial Taking; Election to Terminate. If a Taking of any portion (but less than all) of the Premises occurs, then this Lease shall terminate in its entirety if all of the following exist: (i) the partial Taking renders the remaining portion of the Premises untenable or unsuitable for continued use by Lessee for the Permitted Use; (ii) the condition rendering the Premises

untenantable or unsuitable either is not curable or is curable but Lessor is unwilling or unable to cure such condition; and (iii) Lessor elects to terminate. If a partial Taking of a material portion of the Premises occurs, Lessor shall have the right to terminate this Lease in its entirety. Lessor's elections to terminate this Lease pursuant to this Section shall be exercised by Lessor's giving notice to Lessee on or before the date that is one hundred twenty (120) days after the Date of Taking, and thereafter this Lease shall terminate upon on the thirtieth (30th) day after such notice is given.

8.5 Lessee Monetary Obligations; Award. Upon termination of this Lease pursuant to an election under Section 8.4 (Partial Taking; Election to Terminate) above, then: (i) Lessee's obligation to pay Base Rent shall continue up until the date of termination, and thereafter shall cease, and (ii) Lessor shall be entitled to the entire Award in connection therewith (including any portion of the Award made for the value of the leasehold estate created by this Lease), and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease, provided that Lessee may make a separate claim for compensation, and Lessee shall receive any Award made specifically to Lessee, for Lessee's relocation expenses or the interruption of or damage to Lessee's business or damage to Lessee's personal property.

8.6 Partial Taking; Continuation of Lease. If a partial Taking of the Premises occurs and this Lease is not terminated in its entirety under Section 8.4 (Partial Taking; Election to Terminate) above, then this Lease shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion not taken, and the rights and obligations of the Parties shall be as follows: (i) the Base Rent shall be adjusted by Lessor to reflect the Taking, and (ii) Lessor shall be entitled to the entire Award in connection therewith (including, but not limited to, any portion of the Award made for the value of the leasehold estate created by this Lease). Lessee shall have no claim against Lessor for the value of any unexpired Term of this Lease, provided that Lessee may make a separate claim for compensation. Lessee shall retain any Award made specifically to Lessee for Lessee's relocation expenses or the interruption of or damage to Lessee's business or damage to Lessee's personal property.

8.7 Temporary Takings. Notwithstanding anything to contrary in this Article, if a Taking occurs with respect to all or any part of the Premises for a limited period of time not in excess of one hundred eighty (180) consecutive days, this Lease shall remain unaffected thereby, except to the extent prevented by reason of any order of the condemning authority, and Lessee shall continue to pay Base Rent, and to perform all of the terms, conditions and covenants of this Lease. In the event of such temporary Taking, Lessor shall be entitled to receive any Award, and Lessee may make a separate claim for compensation.

## ARTICLE NINE

### ASSIGNMENT AND SUBLETTING

9.1 No Assignment without Consent. Lessee shall not assign, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, the Premises or any part thereof, or any interest herein, without Lessor's prior written consent, which consent may be granted, conditionally granted or denied in Lessor's sole and absolute discretion (The term



“Transfer” shall mean any such assignment, subletting, encumbrance, or transfer). Lessor’s consent to one Transfer shall not be deemed a consent to subsequent Transfers. Any Transfer made without Lessor’s consent shall constitute a default hereunder and shall be voidable at Lessor’s election.

9.2 Changes in Lessee. The merger of Lessee with any other entity or the transfer of any controlling ownership interest in Lessee, or the assignment or transfer of a substantial portion of the assets of Lessee, whether or not located on the Premises, shall constitute a Transfer. Without limiting the generality of the foregoing, if Lessee is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning twenty-five percent (25%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least twenty-five percent (25%) of the value of the assets of Lessee, shall be deemed a Transfer. If Lessee is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock or membership interests of Lessee, or the sale or transfer of at least twenty-five percent (25%) of the value of the assets of Lessee, shall be deemed a Transfer. The phrase “controlling percentage” means the ownership of, and the right to vote, stock or interests possessing at least twenty-five percent (25%) of the total combined voting power of all classes of Lessee’s capital stock or interests issued, outstanding and entitled to vote for the election of directors. Without limiting the restrictions on asset transfers, this paragraph shall not apply to stock or limited liability company interest transfers of corporations or limited liability companies the stock or interests of which is traded through an exchange or over the counter.

9.3 No Release. In no event will Lessor’s consent to a Transfer be deemed to be a release of Lessee as primary obligor hereunder.

9.4 Subleasing. In not event shall Lessee sublet the Premises or any part thereof.

9.5 Acceptance of Rent. The acceptance of rent by Lessor from any person or entity does not constitute a waiver by Lessor of any provision of this Lease or consent to any Transfer. Lessor’s consent to one Transfer will not be deemed to be consent to any subsequent Transfer. If Lessee defaults in the performance of any of the terms of this Lease, Lessor may proceed directly against the transferor (or if there has been more than one Transfer, then each transferor) without necessity of exhausting remedies against Lessee. Lessor may consent to subsequent Transfers or amendments or modifications to this Lease with transferees, without notifying transferor (or if there has been more than one Transfer, then each transferor) and without obtaining its or their consent thereto and such action shall not relieve any transferor of liability under this Lease as amended.

9.6 Waiver. Lessee waives the provisions of Civil Code Section 1995.310 with respect to remedies available to Lessee should Lessor fail to consent to a Transfer.

## ARTICLE TEN

## DAMAGE OR DESTRUCTION

### 10.1 Partial Destruction of the Premises.

(a) In the event the improvements on the Premises for which Lessee bears all maintenance and repair responsibility pursuant to Section 6.2 are damaged by any casualty which is required to be insured against pursuant to this Lease, then Lessee shall repair such damage as soon as reasonably possible, at its own cost, and this Lease shall continue in full force and effect.

(b) In the event such improvements for which Lessee bears all maintenance and repair responsibility pursuant to Section 6.2 are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Lease, then Lessor may, at Lessor's option, either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within sixty (60) days after the date of occurrence of such damage of Lessor's intention to terminate this Lease. Such termination shall be effective as of the date specified in such notice.

(c) Notwithstanding the foregoing, if such damage is caused by an act or omission to act of Lessee or a Lessee Entity, then Lessee shall repair such damage, promptly at its sole cost and expense.

(d) Notwithstanding anything in the foregoing to the contrary, if Lessor elects to terminate this Lease pursuant to this Section 10.1, Lessee shall have the right within forty-five (45) days after receipt of the required notice to notify Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within the forty-five (45) day period, this Lease shall be terminated as of the date specified in Lessor's notice. Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any paneling, decorations, office fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the Premises by Lessee or at the direct or indirect expense of Lessee, provided sufficient insurance is available to pay for such repairs. Lessee shall be required to restore or replace same in the event of damage.

10.2 Total Destruction of Premises. If the improvements on the Premises are totally destroyed during the Term from any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction.

10.3. Partial Destruction of Building. If fifty percent (50%) or more of the Building shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the Building shall be damaged or destroyed by an uninsured risk, notwithstanding that the remainder of the Premises may be unaffected thereby, Lessee may elect to terminate this Lease by giving notice to Lessor within ninety (90) days from the date of occurrence of such damage or destruction, in which event the Term of this Lease shall expire on a mutually agreed upon date

and Lessee shall thereupon surrender the Premises to Lessor as required hereunder.

10.4 Damage Near End of the Term. If during the last year of the Term, the improvements on the Premises are partially destroyed or damaged, Lessor may at Lessor's option terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within thirty (30) days after the date of occurrence of such damage. In the event Lessor elects to terminate this Lease pursuant hereto, Lessee shall have the right within forty-five (45) days after receipt of the required notice to notify Lessor in writing of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect and Lessee shall proceed to make such repairs as soon as reasonably possible.

10.5 Abatement of Rent; Lessee's Remedies. Except as outlined below, if the Premises are partially destroyed or damaged, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration. Lessee waives California Civil Code Sections 1932(2) and 1933(4) providing for termination of hiring upon destruction of the thing hired. The Parties shall reasonably cooperate to ensure that repairs to the Premises are diligently pursued to completion.

#### ARTICLE ELEVEN DEFAULT; REMEDIES; SURRENDER

11.1 Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Lease and an "Event of Default" hereunder:

(a) Lessee shall fail duly and punctually to pay any possessory interest taxes or utility charges; or

(b) Lessee shall fail to commence all demolition, construction and installation activities for the Initial Improvements within six (6) months of Lessor's written approval or written conditional approval of the Initial Improvements, the corresponding Construction Documents and all contractors, subcontractors, project managers or consultants;

(c) Lessee shall fail to commence any programs contemplated under Exhibit "C" of the Lease or suspends or otherwise ceases to provide such programming for a period in excess of sixty (60) consecutive calendar days or for more than two hundred (200) calendar days total within any single calendar year;

(d) Lessee shall fail to permit Lessor and Lessor's duly authorized officials, employees or contractors with access to the Premises or the Building and such failure to permit access persists for a period in excess of forty-eight (48) hours from time Lessor requests access in writing;

(e) Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a

voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or

(f) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(g) There shall occur a Transfer without the prior approval of Lessor; or

(h) Lessee shall voluntarily abandon, desert or vacate the Premises; or

(i) Any lien shall be filed against the Premises as a result of any act or omission of Lessee, and shall not be discharged, bonded, or contested by Lessee in good faith by proper legal proceedings within thirty (30) days after receipt of notice thereof by Lessee; or

(j) Lessee shall fail to provide, maintain, increase, or replace, the Security Deposit as required herein; or

(k) Lessee shall fail to obtain and maintain the insurance required hereunder, or provide copies of the policies or certificates to Lessor as required herein within ten (10) days written demand; or

(l) Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Lease, and such failure shall continue for a period of more than five (5) days after delivery by Lessor of a written notice of such failure (the "First Notice"); or if satisfaction of such obligation requires activity over a period of time, if Lessee fails to commence the cure of such failure within five (5) days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within one hundred twenty (120) days after the giving of the First Notice; or

(m) Lessee shall use or give its permission to any person to use any portion of the Premises for any illegal purpose, or any purpose not approved by Lessor.

11.2 Statutory Notices. Notwithstanding anything to the contrary in this Article, any written notice, other than as specifically set forth in this Article, required by any statute or law now or hereafter in force is hereby waived by Lessee to the fullest extent available under law. Any notice given by Lessor pursuant to Section 11.1 may be the notice required or permitted pursuant to Section 1161 et seq. of the California Code of Civil Procedure or successor statutes, and the provisions of this Lease will not require the giving of a notice in addition to the statutory notice to terminate this Lease and Lessee's right to possession of the Premises. The periods specified in Section 11.1 within which Lessee is permitted to cure any default following notice from Lessor will run concurrently with any cure period provided by applicable laws.

11.3 Remedies.



a. Upon the occurrence and during the continuance of an Event of Default, Lessor shall have the following rights and remedies in addition to all other rights and remedies available to Lessor at law or in equity: Lessor shall have the rights and remedies provided by California Civil Code Section 1951.2(damages on termination for breach), including the right to terminate Lessee's right to possession of the Premises. In the event this Lease is so terminated, Lessor may recover from Lessee the following damages:

- (i) The "worth at the time of the award" of the unpaid Base Rent earned to the time of termination hereunder;
- (ii) The "worth at the time of the award" of the amount by which the unpaid Base Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and
- (iii) The "worth at the time of the award" of the amount by which the unpaid Base Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and
- (iv) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

b. For purposes of the foregoing, the "worth at the time of award" of the amounts referred to in clauses (i) and (ii) above is computed by allowing interest at the lower of ten percent (10%) per annum and the highest rate legally permitted under applicable law. The "worth at the time of award" of the amount referred to in clause (iii) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1% (one percent). Notwithstanding any other provisions hereof, any efforts by Lessor to mitigate damages caused by Lessee's breach of this Lease shall not constitute a waiver of Lessor's right to recover damages hereunder and shall not affect the right of Lessor to indemnification pursuant to the provisions of Article 7 (Waiver; Indemnity; Insurance) hereof. Lessee agrees that Lessee's obligations under this Lease, including the payment of Base Rent, are independent covenants and are not conditioned on the covenants or warranties of Lessor.

c. Lessor shall have the right and remedy described in California Civil Code Section 1951.4. Lessor may elect not to terminate this Lease and let this Lease continue, in which case Lessor may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon the initiative of Lessor to protect Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession.

d. Lessor shall have the right and power to enter and to sublet the Premises, to collect rents from all sublessees and to provide or arrange for the provision of all services and fulfill all obligations of Lessee (as permitted in accordance with the terms of this Lease) and Lessor is hereby authorized on behalf of Lessee, but shall have absolutely no obligation, to

provide such services and fulfill such obligations and to incur all such expenses and costs as Lessor deems necessary in connection therewith. Lessee shall be liable immediately to Lessor for all costs and expenses Lessor incurs in collecting such rents and arranging for or providing such services or fulfilling such obligations. Lessor is hereby authorized, but not obligated, to relet the Premises or any part thereof on behalf of Lessee, to incur such expenses as may be necessary to effect a relet and make said relet for such term or terms, upon such conditions and at such rental as Lessor in its sole discretion may deem proper. Lessee shall be liable immediately to Lessor for all reasonable costs Lessor incurs in reletting the Premises required by the reletting, and other costs. If Lessor relets the Premises or any portion thereof, such reletting shall not relieve Lessee of any obligation hereunder, except that Lessor shall apply the rent or other proceeds actually collected by it as a result of such reletting against any amounts due from Lessee hereunder to the extent that such rent or other proceeds compensate Lessor for the nonperformance of any obligation of Lessee hereunder. Such payments by Lessee shall be due at such times as are provided elsewhere in this Lease, and Lessor need not wait until the termination of this Lease, by expiration of the Term hereof or otherwise, to recover them by legal action or in any other manner. Lessor may execute any lease made pursuant hereto in its own name, and the lessee thereunder shall be under no obligation to see to the application by Lessor of any rent or other proceeds, nor shall Lessee have any right to collect any such rent or other proceeds. Lessor shall not by any reentry or other act be deemed to have accepted any surrender by Lessee of the Premises or Lessee's interest therein, or be deemed to have otherwise terminated this Lease, or to have relieved Lessee of any obligation hereunder, unless Lessor shall have given Lessee express written notice of Lessor's election to do so as set forth herein.

e. Lessor shall have the right to have a receiver appointed upon application by Lessor to take possession of the Premises and to collect the rents or profits therefrom and to exercise all other rights and remedies pursuant to this Section 11.3.

f. Lessor shall have the right to enjoin, and any other remedy or right now or hereafter available to a landlord against a defaulting Lessee under the laws of the State of California or the equitable powers of its courts, and not otherwise specifically reserved herein. Lessor may elect to terminate any other agreement between Lessee and Lessor, if any.

11.4 Lessor's Right to Perform. All agreements and provisions to be performed by Lessee under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Base Rent. If Lessee shall fail to make any payment or perform any act on its part to be performed hereunder and such failure shall continue for ten (10) days after written notice thereof by Lessor, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as provided in this Lease. All sums paid by Lessor and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Lessor on demand, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of Base Rent.

11.5 Rights Related to Termination. In the event of any termination based on any breach of the covenants, terms and conditions contained in this Lease, Lessor shall have the

option at once and without further notice to Lessee to enter upon the Premises and take exclusive possession of same. Lessor may remove or store any personal property located therein, at the sole cost and expense of Lessee without Lessor being liable to Lessee for damage or loss thereby sustained by Lessee. Upon such termination by Lessor, all rights, powers and privileges of Lessee hereunder shall cease, and Lessee shall immediately vacate any space occupied by it under this Lease, and Lessee shall have no claim of any kind whatsoever against Lessor or any Lessor Entity by reason of such termination, or by reason of any act by Lessor or any Lessor Entity incidental or related thereto. In the event of the exercise by Lessor of such option to terminate, Lessee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Lessee in or on the Premises.

11.6 Cumulative Rights. The exercise by Lessor of any remedy provided in this Lease shall be cumulative and shall in no way affect any other remedy available to Lessor under law or equity.

11.8 Commencement of Legal Actions. Any legal action by Lessor to enforce any obligation of Lessee or in the pursuit of any remedy hereunder shall be deemed timely filed if commenced at any time prior to one (1) year after the expiration or termination of the Term hereof or prior to the expiration of the statutory limitation period that would be applicable except for this Section 11.10, whichever period expires later.

11.9 Waiver of Notice. Except as otherwise expressly provided in this Article, Lessee hereby expressly waives, so far as permitted by law, the service of any notice of intention to enter or re-enter provided for in any statute, or of the institution of legal proceedings to that end, and Lessee, for and on behalf of itself and all persons claiming through or under Lessee, also waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 or 1179, or under any other present or future law, if Lessee is evicted or Lessor takes possession of the Premises by reason of any default by Lessee hereunder.

11.10 Surrender. Lessee shall at the end of the Term surrender to Lessor the Premises and all improvements thereto in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God, or the elements excepted. All Improvements and Alterations and improvements installed in the Premises by Lessee (other than Lessee's trade fixtures), shall, without compensation to Lessee, then become Lessor's property free and clear of all claims to or against them by Lessee or any third person. In the event that Lessee shall fail to remove its personal property, including trade fixtures, on or before the Expiration Date, such personal property shall become Lessor's property free and clear of all claims to or against them by Lessee or any third person. In such event, Lessor shall not be responsible for any Losses related to such personal property, and Lessor may sell or otherwise dispose of such personal property.

11.11 Landlord's Default. Lessor shall not be in default hereunder unless Lessor fails to perform the obligations required of Landlord within sixty (60) days after written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligation; provided however, that if the nature of Landlord's obligation is such that more than sixty (60) days are required for performance, then Lessor shall not be in default in Lessor commences performance

within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Notwithstanding any contrary provision contained in this Lease, Lessor shall not be liable under any circumstances for any indirect or consequential damages or any injury or damage to, or interference with, Lessee's business, including, but not limited to, loss of revenue, loss of rents, loss of business opportunity, loss of goodwill or loss of use; provided, that the foregoing is not intended to be a waiver by Lessee of any rights it may have under this Lease.

## ARTICLE TWELVE HAZARDOUS MATERIALS

12.1 Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, et seq.).

(b) "Hazardous Material" shall physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Building, or in, on, under or about the Property.

(d) "Pre-Existing Condition" means the existence of any Hazardous Materials on the Premises immediately prior to the Commencement Date.

12.2 Lessee's Covenants. Neither Lessee nor any Lessee Entity shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or the Building, or transported to or from the Premises or the Building. Lessee shall handle Hazardous Materials discovered or introduced on the Premises by Lessee during the Term in compliance with all Environmental Laws and such other laws as may be



applicable to the operations authorized under this Lease. Lessee shall protect its employees and the general public in accordance with all Environmental Laws. In the event Lessee becomes aware of the actual or possible Release of Hazardous Materials anywhere on the Premises, Lessee shall promptly give notice of the same to Lessor. Without limiting the generality of the foregoing, Lessee shall give notice to Lessor of any of the following:

(i) notice of a Release of Hazardous Materials given by Lessee, any sublessee, or other occupant to any governmental or regulatory agency;

(ii) notice of a violation or potential or alleged violation of any Environmental Law received by Lessee, any sublessee, other occupant on the Premises from any governmental or regulatory agency;

(iii) any inquiry, investigation, enforcement, cleanup, removal, other action that is instituted or threatened by a government or regulatory agency;

(iv) any claim that is instituted or threatened by a third party against Lessee, any sublessee, or other occupant on the Premises that relates to Hazardous Materials; and

(v) any notice of termination, expiration, or material amendment to any environmental operating permit or license necessary for the use of the Premises. At Lessor's request, Lessee shall provide information necessary for Lessor to confirm that Lessee is complying with the foregoing covenants.

12.3 Environmental Indemnity. In addition to any other duty to indemnify, defend and hold harmless set forth under this Lease, Lessee shall also indemnify, defend, and hold harmless Lessor from and against any and all Losses arising during or after the Term as a result of or arising from:

(a) a breach by Lessee of its obligations contained in the preceding Section 12.2 (Lessee's Covenants), or

(b) any Release of Hazardous Material from, in, on or about the Premises caused by the act or omission of Lessee or any Lessee Entity, or

(c) the existence of any Hazardous Materials on the Premises, except to the extent that Lessee can demonstrate that such Hazardous Materials constitutes a Pre-Existing Condition or was caused by migration from real property other than the Premises.

12.4 Environmental Audit. Upon reasonable notice, Lessor shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to Lessor, an environmental audit or any other appropriate investigation of the Premises for possible environmental contamination. Such investigation may include environmental sampling and equipment and facility testing, including the testing of secondary contamination. No such testing or investigation shall limit Lessee's obligations hereunder or constitute a release of Lessee's obligations therefor. Lessee shall pay all costs associated with said investigation in the event

such investigation shall disclose any Hazardous Materials contamination as to which Lessee is liable hereunder.

### ARTICLE THIRTEEN GENERAL PROVISIONS

13.1 Notices. Except as otherwise specifically provided in this Lease, any notice, consent, request, demand, or other correspondence given under this Lease shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or overnight courier, return receipt requested, with postage prepaid, to:

<b>To Lessor:</b>	<b>To Lessee:</b>
City of San Fernando 117 Macneil Street San Fernando, CA 91340 Attn: Timothy Hou, Director of Community Development (818) 898-7316	The Wild Horse Foundation, Inc. 9350 Dixie Hwy Suite, 1440 Miami, FL 33156 Attn: Lisette Carnet, Executive Director Phone: _____

Or such other address as either Lessee or Lessor may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received and effective two (2) days after the date when it is mailed, if sent by first-class, certified mail, one day after the date when it is mailed if sent by overnight courier, or upon the date personal delivery is made.

13.2 No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other party under this Lease or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver.

13.3 Entire Agreement. The parties intend that this Lease (including all of the attached exhibits, which are made a part of this Lease) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease.

13.4 Amendments. Except as specifically provided herein, neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The forgoing notwithstanding, no such amendment shall be valid unless

approved by the San Fernando City Council prior to execution by the City.

13.5 Interpretation of Lease. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Lease. Provisions in this Lease relating to number of days shall be calendar days. Use of the word "including" shall mean "including, without limitation." References to statutes, sections, ordinances or regulations are to be construed as including all statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section, ordinance or regulation. Whenever the singular number is used in this Lease and when required by the context, the same includes the plural, the plural includes the singular, and the masculine gender includes the feminine and neuter genders, and the word "person" shall include corporation, partnership, firm, limited liability company, and association. Whenever a deadline date for delivering notices, reports or Base Rent or any other monetary sums falls on a date in which the City of San Fernando is closed for business, said deadline shall be extended to 5:30pm of the next day immediately following in which the City of San Fernando is open for business. Whenever a deadline date for providing Lessor access to the Premises or the Building falls on a date in which Lessor is not open for business, Lessor shall still be provided access on said deadline date notwithstanding the fact that Lessor is closed for business.

13.6 Nature of Lease. Under no circumstances will Lessor be expected or required to make any payment of any kind with respect to Lessee's use or occupancy of the Premises, except as may be otherwise expressly set forth herein. Except as may be specifically and expressly provided otherwise in this Lease, no occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, shall relieve Lessee from its liability to pay all of the sums required by this Lease, or relieve Lessee from any of its other obligations under this Lease, or give Lessee the right to terminate this Lease in whole or in part. Lessee waives any rights now or hereafter conferred upon it by any existing or future Law to terminate this Lease or to receive any abatement, diminution, reduction, or suspension of payment of such sums, on account of such occurrence or situation.

13.7 Successors and Assigns. Subject to the provisions of Article 9 (Assignment or Subletting), the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Lessee and Lessor and, except as otherwise provided herein, their personal representatives and successors and assigns.

13.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Lease.

13.9 No Joint Venture. It is expressly agreed that Lessor is not, in any way or for any purpose, a partner of Lessee in the conduct of Lessee's business or a member of a joint enterprise with Lessee, and does not assume any responsibility for Lessee's conduct or performance of this Lease.

13.10 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, nor any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his/her claim shall be responsible for such commission or fee and shall indemnify, defend, and hold harmless the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination or expiration of this Lease.

13.11 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the full extent permitted by law.

13.12 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California.

13.13 Attorneys' Fees. In the event that either Lessor or Lessee fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. Without limiting the generality of the foregoing, Lessee shall also pay all costs and expenses incurred by Lessor related to Lessor's participation in or monitoring of any Lessee bankruptcy, insolvency, or similar proceeding involving creditors' rights generally and any proceeding ancillary thereto. This Section shall survive expiration or earlier termination of this Lease.

13.14 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

13.15 Time of Essence. Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

13.16 Reservations by Lessor. Lessor may (a) at any time, upon reasonable advance written or oral notice, enter the Premises to show the Premises to prospective purchasers, lessees or other interested parties, to post notices of non-responsibility, to re-measure the Premises, to repair any part of the Premises or adjoining areas, to install equipment for adjoining areas, and for any other lawful purpose; (b) without advance notice, enter the Premises to conduct an environmental audit, operational audit, or general inspection, or in an emergency. Lessor shall use reasonable efforts to minimize disruption in Lessee's business. Such entry shall not constitute a forcible or unlawful entry into or a detainer of the Premises, or an eviction, actual or constructive of Lessee from the Premises. Lessor reserves the exclusive right to use all areas of the Property not comprising the Premises, and the exterior walls and roofs the Premises. Lessor



reserves the exclusive right to use such areas together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, columns, and structural elements serving other parts of the Building in and through the Premises. This reservation in no way affects maintenance obligations imposed in this Lease.

13.17 Survival of Indemnities. Expiration or termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it effect any provision of this Lease that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Lease, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee. Further, Lessee's obligation to make payments to Lessor in respect of accrued charges (including those which have not yet been billed) and to make repairs (including those relating to the return of the Premises to Lessor) which are accrued at the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease.

13.18 Quiet Enjoyment and Title. Lessee, upon paying the Base Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Term as against all persons or entities claiming by and through Lessor. Lessee expressly acknowledges that Lessee's right to quiet possession of the Premises does not preclude Lessor's right to make changes and additions to the Premises, including the Building, and to do work in the Premises as permitted by this Lease.

13.19 No Right of Redemption. Lessee waives any right of redemption or reinstatement of Lessee under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473 and 1179 and Civil Code Section 3275) in the event Lessee is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution to the statutes specified herein.

13.20 Accord and Satisfaction. The payment by Lessee or the receipt by Lessor of a lesser amount than the rent stipulated in this Lease may be, at Lessor's sole option, deemed to be on account of the earliest due stipulated rent, or deemed to be on account of rent owing for the current period only, notwithstanding any instructions by or on behalf of Lessee to the contrary, which instructions shall be null and void, and no endorsement or statement on any check or any letter accompanying any such check or payment will be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or payment or pursue any other remedy available in this Lease, at law or in otherwise, including possession of the Premises. Lessor may accept any partial payment from Lessee without invalidation of any contractual notice required to be given herein (to the extent such contractual notice is required) and without invalidation of any notice given or required to be given pursuant to applicable law. In such event, if Lessor shall receive any such partial payment after it shall have commenced an action against Lessee, Lessor may amend its action as contemplated by Section 1161.1(c) of the California Civil Code to reflect any such partial

payment, and no such payment shall limit any of Lessor's rights to continue the action.

13.21 Joint and Several Liability. The liabilities hereunder of the entities and/or person(s) comprising Lessee shall be joint and several.

13.22 Estoppel Statements. Within ten (10) business days after receipt of request therefor by a Party, the other Party shall deliver, in recordable form, an estoppel statement certifying that this Lease is in full force and effect; the date of Lessee's most recent payment of Base Rent, and that Lessee has no defenses or offsets outstanding, or stating those claimed, and any other information reasonably requested. Failure to deliver said statement within the specified period shall be conclusive upon Lessee that: (i) this Lease is in full force and effect, without modification except as may be represented by Lessor; (ii) there are no uncured defaults in the requesting Party's performance and Lessee has no right of offset, counterclaim or deduction against Base Rent hereunder; and (iii) no more than one month's Base Rent has been paid in advance. Notwithstanding the conclusiveness of Lessee's failure to deliver such statement, Lessee's failure shall constitute a breach of this Lease.

13.23 Authority. If Lessee signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Lease on behalf of Lessee does hereby covenant and warrant that Lessee is a duly authorized and existing entity, that Lessee has and is duly qualified to do business in California, that Lessee has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Lessee are authorized to do so. Upon Lessor's request, Lessee shall provide Lessor evidence reasonably satisfactory to Lessor confirming the foregoing representations and warranties and confirming that Lessor's undersigned is duly authorized to execute this Lease and bind Lessor to the terms and conditions set forth herein.

13.24 Consents. If Lessor is required to reasonably grant consent or approval, but does not do so, Lessee's sole and exclusive remedy is to seek specific performance and in no event will Lessor be liable for any monetary damages.

13.25 Options Personal. If and to the extent Lessee has an option to extend the Term of this Lease, such option is personal to the original Lessee and may be exercised only by the original Lessee while occupying the Premises who does so without the intent of thereafter making any Transfer, and may not be exercised by or assigned, voluntarily or involuntarily, by or to any person or entity other than Lessee, unless the foregoing prohibition is waived by Lessor. The options, if any, herein granted to Lessee are not assignable separate and apart from this Lease, nor shall any option be separated from this Lease in any manner, either by reservation or otherwise.

13.26 Support for Grants. Lessee shall support Lessor's efforts to pursue grant funding opportunities to support Pioneer Park, including but not limited to, submitting letters of support for grant applications.

13.27 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the

same instrument.

13.28 Memorandum of Lease. A Memorandum of Lease, in a form and content similar to that contained in **Exhibit “D”** shall be recorded by the Parties promptly upon execution of this Lease. Upon execution by both Parties, the Memorandum of Lease shall be recorded in the office of the Clerk-Recorder, as required by Government Code Section 37393.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate as of the date first above written.

**LESSOR:**

**City of San Fernando, a municipal corporation**

By: \_\_\_\_\_

Nick Kimball

Title: City Manager

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

**LESSEE:**

**The Wild Horse Foundation, Inc., a Florida not for profit corporation**

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTEST**

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Exhibit "A"****Legal Description of Leased Premises**

LAND DES IN DOC NO 240, 74-10-15 THE MACLAY RANCHO LOT COM SW ON SE LINE OF HARDING AVE 344.21 FT FROM SW LINE OF LUCAS ST TH SW ON SD SE LINE 50 FT WITH A UNIFORM DEPTH OF 135.75 FT S.

Also known as a portion Assessor Identification Number 2516-030-907, with street address 828 Harding Avenue, San Fernando, CA 91340.

Note: Leased Premises excludes the existing detached garage (in use by lessor), and provides lessee with non-exclusive use of the existing driveway.



## **Exhibit “B”**

### **Authorized Uses**

As referenced under Section 3.1 of the Lease document to which this Exhibit “B” is attached, this document shall set forth those activities and uses which Lessee may undertake on the Premises as the term “Premises” is defined under the Lease. Lessee’s authorized uses are described as follows:

1. The Premises is leased to Lessee solely for the conduct of community based youth, youth sports and public health programing which is more specifically described as follows:
  - a. Community Service and Enrichment Programming. Lessee, in partnership with the Lessor will provide programs and services that advance the quality of life of individuals, families, and the San Fernando community at large. The aim of the collaboration is to engage the San Fernando community through lasting, positive and skill building programs design to provide knowledge and tools for personal growth and development.
  - b. The enrichment programs shall be conducted on the Premises. During the Term of the Lease or any extension term, the Building may be referred to as “Puig House” in facility signage and for the promotion of services and activities undertaken on the Premises.
  - c. The activities and services provided by Lessee shall be undertaken with assistance of partnering Community Based Organizations (CBO’s). All programs will be presented as workshops, as classes or as individual sessions, and operate between 2:00 P.M. and 9:00 P.M. on weekdays. However, dependent on a CBO’s availability hours of service may be modified, subject to approval by City in City’s sole and absolute discretion. The program categories that will be offered include, but will not limited to, nutritional and health education, tutoring, mental and emotional aide, parenting skills and financial literacy.
  - d. All programming proposed by Lessee shall be subject to prior review and approval by City in City’s sole and absolute discretion. City’s review may, among other things, consider the programs compliance with applicable building and safety standards; compliance with applicable health and safety laws and standards; City’s exposure to legal liability given the nature of the programming; the impact of such programming on the City’s staffing obligations and budgeting limitations; and consistency with City’s overall mission of safeguarding the health, safety and welfare of the general public. City reserves the right to impose conditions and other requirements and restrictions on any programming proposed by Lessee or any CBO as a condition to approving any such programming.

e. Objectives and description of the programming the CBO's will provide to the community are highlighted below:

- Nutritional and Health Education – Sessions will build on child nutrition programs that increase access to healthy food, and promote overall child wellness. Participants will be taught nutritional meal guidelines, food preparation and promote healthy food alternatives. The end and combat the region's epidemic of obesity and childhood diabetes is the target goal of Health-related services. These programs will emphasize physical activity as a means to battle the ill effects of the diseases.
- Tutoring - Afterschool programs give kids a chance to interact with peers in a different environment. The afterschool programs will focus on academics and provide extra help to kids who need it. The program will be built around fun activities such as dance, sports and drama. The programming will combine academics and extracurricular activities. Encourage interaction and opportunities to socialize.
- Mental and Emotional Aid – Programs will focus on providing tools for children and parents alike. The focus will be placed on establishing a collaborative effort between child, school, family and counselor when dealing with issues affecting the child. Counseling session issues may include but not limited to Bullying, Self-Esteem, Economic issues, family violence, behavioral problems, unstable family environments, peer pressure, community violence and family drug/alcohol addiction.
- Parenting Skills and Financial Literacy - Positive parenting skills will underline the workshops being offered and will focus on tools to change the mindset from punishing bad behaviors to actively and creatively modeling and teaching children about positive behaviors. The sessions dealing with Financial Literacy will focus on providing tools so that children and parents avoid money pitfalls. Sessions include but not limited to: the difference between wants and needs, how credit works, making money mistake, investing, and how to delay instant gratification.

[END OF EXHIBIT]



**Exhibit "C"**  
**Improvements and Alterations to the Premises**

PROPOSAL

ERIC DEL VALLE  
 33831 COPPER LANTERN # B  
 DANA POINT, CA 92629

Home Improvement Maestro  
[Ericdelvalle4u@yahoo.com](mailto:Ericdelvalle4u@yahoo.com)

8/1/18

TO: WILD HORSE FOUNDATION

FOR: PUIG'S HOUSE 1

DESCRIPTION	LABOR	MATERIAL ALLOWANCE	AMOUNT
Refinish existing hard wood floors	\$2400.00	\$575.00	2975.00
Kitchen tile approx. 96 sf	\$1356.00	575.00	1931.00
Bathroom floor tile approx. 75 sf	932.00	495.00	1427.00
Tile front door exterior landing 95 sf.	570.00	665.00	1235.00
Handicap ramp front door	1775.00	1300.00	3075.00
Handicap ramp front door	1775.00	1300.00	3075.00
Handicap wrought iron railings for ramps 70lf.			2450.00
Kitchen cabinets installed			6000.00
Kitchen counter tops			3000.00
Commercial kitchen hood			2500.00
Commercial stove 42 "	125.00	6000.00	6125.00
Dish washer	120.00	350.00	470.00
Pantry door	120.00	180.00	300.00
Plumbing .. waste line and pex			7500.00
Tankless hot water heater	800.00	1500.00	2300.00
Stackable washer and dryer	180.00	1200.00	1380.00
Bath cabinet with stone top, fixture and sink	475.00	800.00	1275.00
TOTAL			47,018.00

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PROPOSAL

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[Ericdelvalle4u@yahoo.com](mailto:Ericdelvalle4u@yahoo.com)

8/29/18

TO:THE WILD HORSE FOUNDATION

FOR: PUIGS HOUSE 2

DESCRIPTION	LABOR	MATERIAL ALLOWANCE	AMOUNT
Add 36 recessed lights as needed			5400.00
Add plugs as needed through out			800.00
Add 6 light fixtures			900.00
Drywall repair for electrical work			2700.00
Stucco repair			800.00
Misc. framing as needed	800.00	300.00	1100.00
New front door	240.00	600.00	840.00
New back door	240.00	600.00	840.00
Counselor room door	180.00	200.00	380.00
Closet doors 1 set	150.00	225.00	375.00
Toilet handicap	180.00	350.00	530.00
Toilet grab bars	120.00	350.00	470.00
Paint interior			5000.00
Paint exterior			7000.00
Windows 11 retrofit	2200.00	3700.00	5900.00
Security bars windows and doors			4100.00
TOTAL			\$37,135.00

**ERIC DEL VALLE**  
**33831 COPPER LANTERN # B**  
**DANA POINT, CA 92629**

**PROPOSAL**

Home Improvement Maestro  
[Ericdelvalle4u@yahoo.com](mailto:Ericdelvalle4u@yahoo.com)

8/29/18

**TO: THE WILD HORSE FOUNDATION****FOR: PUIGS HOUSE 3**

DESCRIPTION	LABOR	MATERIALS ALLOWANCE	AMOUNT
Mailbox			120.00
Intercom			1200.00
Central heating and air (HVAC)			15,000.00
Water filtration system			600.00
Security cameras	375.00	860.00	1235.00
Architect fees			3500.00
Permit fees			3500.00
Tent fumigate			2900.00
Smoke and carbon monoxide	375.00	250.00	625.00
Concrete driveway approx. 700 sf			
Demo and haul away			3200.00
Install new concrete			8400.00
Baseboards through out	875.00	700.00	1575.00
Outside storage room 19x16= 304 sf.			15,200.00
			57,055.00

**Make all checks payable to Eric Del Valle.**

**THANK YOU FOR YOUR BUSINESS!**

**ERIC DEL VALLE**  
**33831 COPPER LANTERN # B**  
**DANA POINT, CA 92629**

## PROPOSAL

Home Improvement Maestro  
[Ericdelvalle4u@yahoo.com](mailto:Ericdelvalle4u@yahoo.com)

8/2918

**TO: WILD HORSE FOUNDATION**

**FOR: PUIGS HOUSE 1,2,3**  
Invoice totals

DESCRIPTION	LABOR	MATERIALS ALLOWANCE	AMOUNT
Invoice puig's house1			\$47,018.00
Invoice puig's house 2			\$37,135.00
Invoice puig's house 3			\$57,055.00
			\$141,208.00

Make all checks payable to Eric Del Valle.

**THANK YOU FOR YOUR BUSINESS!**



September 13, 2018

Schedule and rough timeline for "Puig's House" Project

All demolition will be performed first. The "Demo" will run about 2 weeks. For example windows and cement. 1 week.

The window and security bars should be one of the first, to secure the building. 1 week

Electrical and plumbing should follow. This should take about 2-3 weeks.

A variety of tasks will be performed simultaneously. For example all the exterior concrete work including driveway and handicap ramps (2 weeks).

The storage room will take 3-4 weeks.

Kitchen and bathroom will be done simultaneously about 2 weeks.

All the interior doors 1 week.

Drywall repair 1 week.

Stucco repair 1 week.

Finish carpentry 1 week.

The HVAC system can be done simultaneously as well 1-2 weeks.

Interior paint 1 week.

Exterior paint 1 week.

This project should take from start to finish approximately 4 to 6 months.

[End of Exhibit]

**EXHIBIT "D"****RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Director of Community Development

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(Space Above This Line For Recorder's Use)  
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

**MEMORANDUM OF LEASE**

(Structure Located at 828 Harding Avenue, San Fernando, California)

This Memorandum of Lease ("Memorandum") is dated \_\_\_\_\_, 2019, and is made between the CITY OF SAN FERNANDO, a municipal corporation ("Lessor" or "City") and THE WILD HORSE FOUNDATION, INC., a Florida not for profit corporation ("Lessee"), concerning the Premises described in Exhibit "A" attached hereto and by this reference made a part hereof.

**RECITALS**

WHEREAS, Lessor is the owner of record for that certain land located in the City of San Fernando, County of Los Angeles, State of California commonly known as 828 Harding Avenue, San Fernando, California, Assessor Identification Number 2516-030-907 (the "Property"); and

WHEREAS, the Property is part of that certain City-owned land commonly referred to as "Pioneer Park" and which is generally depicted in the legal description attached hereto as Exhibit "A"; and

WHEREAS, the Property improved with a building covering approximately 912 square feet in area (hereinafter, the "Building")(For purposes of this Memorandum, the capitalized term "Premises" shall refer to the Property, inclusive of the Building and all other existing or future improvements located on the Property); and

WHEREAS, Lessor wishes to lease the Premises to Lessee, which lease contemplates certain tenant improvements and authorization for Lessee to use the Premises for certain recreational programming; and

WHEREAS, pursuant to Government Code Section 37380(a), a city may lease property owned, held or controlled by it or any of its departments for a period not to exceed 55 years; and

WHEREAS, this Lease was approved by the San Fernando City Council at its Regular meeting of \_\_\_\_\_ 2019 under Agenda Item No. \_\_\_\_\_.

### SUMMARY OF LEASE TERMS

1. **Lease.** For good and adequate consideration, Lessor hereby leases to Lessee, and Lessee hereby leases and accepts from Lessor, the Premises described in the Lease for a term commencing on \_\_\_\_\_ 2019 and ending on \_\_\_\_\_ 2029 (the "Initial Term") for the consideration set forth in the Lease and upon certain other terms and conditions set forth in the Lease, which are incorporated herein by reference. The Lease has an initial term of ten (10) years. Under the Lease, Lessee also has the right and option ("Extension Option") to extend the Initial Term for a maximum of two (2) additional 5-year extension terms, at the rental rates and upon the other terms and conditions set forth in the Lease.
2. **Purpose.** This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease's provisions. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern and control.
3. **Counterparts.** This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first written above.

**LESSOR:**

**City of San Fernando, a municipal corporation**

By: \_\_\_\_\_

Nick Kimball

Title: City Manager

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

**LESSEE:**

**The Wild Horse Foundation, Inc., a Florida not for profit corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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







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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** April 15, 2019

**Subject:** Receive a Presentation Regarding the Existing Assessments Paid by Downtown Businesses

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a report regarding the existing assessments paid by downtown businesses; and
- b. Provide staff direction, as appropriate.

### BACKGROUND:

1. On November 22, 1965, the City adopted Ordinance No. 912 (Attachment "A"), establishing Parking and Business Improvement Area A, fixing the boundaries of the area, establishing benefit zones, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in the area. The Ordinance established the following allowable use of proceeds generated by the Area A:
  - a. Pay for necessary and reasonable maintenance and operation costs of the district parking places and necessary and reasonable on-street parking meter expenses.
  - b. The principal, interest and reserve payments on the bonds as such shall become due and payable (the bonds issued to acquire and construct the surface lots within the district were repaid prior to 1983).
  - c. All payments required to meet any other obligations of the city which are charges, liens or encumbrances upon or payable from the gross revenues from on-street parking meters or gross revenues from the operation of the district parking places.
  - d. Pay as rental for such off-street parking lots in Parking District No. 1 such additional sums as may be required from time to time to meet and pay any other financial



**Receive a Presentation Regarding the Existing Assessments Paid by Downtown Businesses**Page 2 of 5

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- obligations of Parking District No. 1 of the city, as such obligations are set forth and contained in Resolution No. 3193, adopted July 6, 1959.
- e. Any excess proceeds remaining after meeting the financial obligations set forth in this section shall be used for the acquisition, construction and maintenance of new or additional vehicle parking facilities within such area.
2. On November 4, 1968, the City adopted Ordinance No. 973 (Attachment "B"), establishing Parking and Business Improvement Area B, fixing the boundaries of the area, establishing benefit zones, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in the zones. The Ordinance established the following allowable use of proceeds generated by the Area B:
- a. *Purpose A*: The general promotion of retail trade activity, including, but not limited to, the cleaning and maintenance of the San Fernando Road Pedestrian Mall, general advertising and promotion, sales promotion activity, and special promotional literature.
  - b. *Purpose B*: The furnishing of music in public places.
  - c. *Purpose C*: The promotion of public events, including, but not limited to, art shows, festivals and public ceremonies, which are to take place on or in public places.
  - d. *Purpose D*: The decoration of any public place, including, but not limited to, Christmas decorations and other decorations.
  - e. *Other Purposes*: After deducting the administration fee paid to the City as the cost of collection and administration (i.e., five percent of the amount collected), the remaining will be used the by City to pay the entity contracted to carry-out and perform Purposes A – D.
3. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering the parking and business improvement district established by Ordinance No. 973.
4. On December 17, 1984, the City executed Contract No. 768 (Attachment "C") with Mall Assessment District, Inc. ("Corporation"), to perform the work and render the services called for in Purposes A, B, C and D set forth in Ordinance No. 973, except for the mall maintenance included in Purpose A, which was reserved to the City. A summary of the primary contract requirements follows:
- a. Prior to November 15<sup>th</sup> of each calendar year, Corporation, shall submit to the City Council for its approval a program and budget for the expenditure of the funds to be

**Receive a Presentation Regarding the Existing Assessments Paid by Downtown Businesses**Page 3 of 5

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received for Purposes A – D, covering the period of January 1<sup>st</sup> through December 31<sup>st</sup> of the following year.

- b. All payments are to be made upon a claim or demand presented (i.e., on a reimbursement basis).
- c. Corporation shall, on or before the first day of January and first day of July of each calendar year, submit to the City Council a report describing its activities for the preceding six-month period. Said report shall be submitted within 45 days of the close of the reporting period.
- d. City shall advance funds to Corporation for the purposes of maintaining a cash fund, not to exceed \$1,000, to cover current operating expenses.
- e. Corporation may engage in fundraising activities.

**ANALYSIS:**

As previously mentioned, the Downtown area Parking and Mall Maintenance Assessment districts were formed in the mid-late 1960's and the existing agreement with the Mall Association (referred to as "Corporation" in the agreement) to provide services has remained unchanged since 1984. As it currently stands, the City receives the funds generated from the Parking Lot Maintenance district (approximately \$45,000 per year) and Mall Maintenance district (approximately \$85,000 per year) and, in return, is responsible for maintenance and upkeep, including capital improvements, in the downtown area. The Mall Association has access to the Mall Association Promotional Fees (approximately \$30,000 per year) on a reimbursement basis to create marketing programming and special event management.

The current assessments can be convoluted and complicated to understand for business owners as well as City staff. Additionally, the Mall Association has limited control over the funds generated by their members as their Agreement with the City precludes the Mall Association from contracting for general maintenance services. Some of the maintenance activities provided by the City include:

- Emptying concrete trash receptacles in the Pedestrian Mall and the surface parking lots that are not compatible with the City's solid waste provider's automated collection system.
- Landscape maintenance in the Pedestrian Mall and surrounding surface parking lots.
- Steam cleaning of the Pedestrian Mall on San Fernando Road.

**Receive a Presentation Regarding the Existing Assessments Paid by Downtown Businesses**Page 4 of 5

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- Maintaining and replacing street lights in the parking lots.

The schedule of regular maintenance activities is included as Attachment “E.”

In addition to the ongoing regular activities identified above, City staff has provided additional trash services to supplement service gaps in the downtown area resulting from a number of factors, including, but not limited to, a significant number of businesses that were either not signed up for service or did not have the appropriate level of service, illegal dumping in the trash enclosures, and overflowing trash bins. Please refer to the agenda item to review the Franchise Agreement with Republic Services presented on April 15, 2019, for additional information related to solid waste services in the downtown area.

The City also recently replaced all the High Pressure Sodium pedestrian oriented lights on San Fernando Road with higher quality Light Emitting Diode (LED) lighting. This improved nighttime safety and walkability on the Pedestrian Mall.

Staff has been meeting with the Mall Association over the last few months in an effort to provide more effective maintenance services and ensure that the City is providing value to the Mall merchants and business owners that are funding that additional maintenance. As a result of this increased collaboration, staff is offering the following recommendations:

1. Account for the Mall Maintenance levy in a separate fund rather than in the General Fund to improve accountability.
2. Reduce parking lot maintenance costs by removing excess concrete trash receptacles at the public parking lots in the Downtown area and reduce to a minimal number of trash receptacles that are compatible with the City’s solid waste provider’s automated system. The decorative concrete receptacles in the Pedestrian Mall on San Fernando Road(?) will remain.
3. Further reduce parking lot maintenance costs by removing the current vegetation in the medians at the surface parking lots (3, 4, 8, 10, and 11). Overgrown vegetation will be removed and replaced with mulch, similar to the current landscaping at parking lot 5. Appropriate trees will be planted where adequate irrigation currently exists.
4. Institute a six-month pilot program to consolidate the six trash enclosures in the alley between San Fernando Road and Truman Street to two or three enclosures.
5. Increase code enforcement activity to ensure that business owners in the Downtown area follow proper solid waste procedures by breaking down boxes and placing all solid waste in the appropriate bins.

## Receive a Presentation Regarding the Existing Assessments Paid by Downtown Businesses

Page 5 of 5

6. Use time saved from reduced parking lot maintenance to increase frequency of steam cleaning and landscaping efforts on San Fernando Road.

### BUDGET IMPACT:

The table below outlines a five-year history of revenue generated from each assessment. The Mall Maintenance Levy (authorized by Ordinance No. 973 in 1968) is recorded as revenue directly into the General Fund to offset the maintenance activities provided by City staff.

The Mall Association Promotional Fees (also authorized by Ordinance No. 973 in 1968) are not recorded as revenue. Instead, they are held in a deposit account until the Mall Association submits a reimbursement request. The reimbursement is fulfilled from the deposit account. There is currently a balance of approximately \$83,350 in unused Promotional Fees.

The Parking Lot Maintenance fee (authorized by Ordinance No. 912 in 1965) is accounted for in a separate Parking Fund (029), which also includes parking meter revenue collected in the Downtown area. Related staff time and operating expenses are charged directly to this fund.

Description	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Estimated
Mall Maintenance Levy	\$95,417	\$66,026	\$85,742	\$115,378	\$85,000
Mall Association Promotional Fees	\$30,046	\$27,930	\$32,269	\$41,828	\$30,000
<u>Parking Lot Maintenance</u>	<u>\$46,629</u>	<u>\$42,413</u>	<u>\$49,518</u>	<u>\$62,170</u>	<u>\$45,000</u>
<b>Total Assessment Funding</b>	<b>\$172,092</b>	<b>\$136,369</b>	<b>\$167,529</b>	<b>\$219,376</b>	<b>\$160,000</b>

The significant increase in fees received in 2018 are a result of delinquent prior year receipts resulting from the business license amnesty program approved by City Council as well as discovery efforts by HdL.

### CONCLUSION:

Staff recommends that the City Council receive the presentation and direct staff to implement recommendations 1 through 6 to better allocate staff maintenance efforts in the Downtown area.

### ATTACHMENTS:

- A. Ordinance No. 912
- B. Ordinance No. 973
- C. City Contract No. 768
- D. Map of Mall Assessment District
- E. Schedule of Mall Maintenance Activity



## ATTACHMENT "A"

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF THE LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken in this proceeding are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4040, adopted on the 25th day of October, 1965, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", FIXING THE TIME AND PLACE FOR HEARING, AND GIVING NOTICE THEREOF." which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4040 was published and mailed as provided by law, and a hearing thereon was held by the City Council on November 15, 1965 at the hour of 7:30 o'clock P.M. in the Council Chambers of the City Council of said City of San Fernando, in

the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4040 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said area have not been made by businesses in the proposed area which pay a majority of the taxes within the area under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area A of the City of San Fernando" hereby created and established is:

Beginning at the intersection of the centerline of Truman Street, 80 feet wide, with the northeasterly prolongation of centerline of Mission Boulevard, 60 feet wide, as described in final order of condemnation entered in Case No. SF C-472 Superior Court of Los Angeles County, a certified copy of said final order being recorded in Book 36483, pages 416-418 Official Records of said County; thence southeasterly along the centerline of said Truman Street to a point of intersection with the northeast prolongation of the Southeast line of Lot 14, Block "C", Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, Pages 65 & 66 of Miscellaneous Records in the Office of the County Recorder of said County; thence southwesterly along said northeasterly prolongation and along said southeast line and southwest prolongation thereof to centerline of San Fernando Road, 80 feet wide; thence northwest along said centerline of San Fernando Road to the northeasterly prolongation of the southeast line of Lot 17, Block 2,

Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, pages 65 & 66 of Miscellaneous Records of said County; thence southwesterly along said prolongation and along the southeast line of Lots 17 and 24 in said Block 2, and continuing southwesterly parallel to Chatsworth Drive to centerline of Pico Street, 60 feet wide; thence southeasterly along said centerline to northeast prolongation of southeast line of Lots 8, 9, 10, and 11, Block 22 of said Porter Land & Water Co.'s Resurvey; thence southwesterly along said northeasterly prolongation, along said southeast line and the southwesterly prolongation thereof to centerline of Coronel Street, 60 feet wide; thence northwesterly along said centerline to northeast prolongation of southeast line of Lots 1, 2, and 3, Tract 1803, as per map recorded in Book 21, page 113 of Maps, Records of said County; thence southwesterly along said prolongation and said southeast line to northeast line of Lot 4 of said Tract No. 1803; thence northwesterly along said northeast line, 32.5 feet; thence southwesterly parallel with Chatsworth Drive, to centerline of Hollister Street, 60 feet wide; thence northwesterly along said centerline of Hollister Street to the centerline of Maclay Avenue, 60 feet wide, formerly Newmark Street, as said Avenue is shown on map of Porter Land & Water Co.'s Resurvey of Town of San Fernando recorded in Book 34, pages 65 & 66 of Miscellaneous Records in said office of County Recorder; thence northeast along said centerline of Maclay Avenue, 60 feet wide, to the southeasterly prolongation of the southwest line of Lots 1 to 20, Block 25 of said Porter Land & Water Co.'s Resurvey; thence northwesterly along said southeasterly prolongation and said southwest line, and along the northwesterly prolongation thereof to the centerline of Mission Boulevard, 80 feet wide, as shown on map of Tract 5247, recorded in Book 58, page 14 of Maps in said office of County Recorder; thence northeast along said centerline of Mission Boulevard, to centerline of San Fernando Road, 80 feet wide; thence southeast along said centerline of San Fernando Road to centerline of Mission Boulevard, as described in said final order of condemnation in Case No. SF C-472; thence northeast along said centerline of Mission Boulevard to point of beginning.

SECTION 8: Businesses Subject to Additional Tax. All businesses within the boundaries of said Area as described herein, not exempt by law, will be subject to the provisions of the additional tax imposed by this ordinance.

SECTION 9: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of the business license tax on all businesses conducting their activities in the "Area", which is in addition to the ordinary license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" is hereby fixed and

established at the rates as set forth by the following schedule:

(1) CLASS I BUSINESSES:

- a. Retail Businesses
- b. Wholesale Businesses
- c. Manufacturing Businesses
- d. Manufacturing Dealers
- e. Telephone Service Businesses
- f. Savings and Loan Associations
- g. Card Rooms, Social Card Rooms, and Card Schools

Businesses in this class shall be taxed three times their ordinary business license tax or Fifty Dollars (\$50.00), whichever is greater, with a maximum license tax of One Thousand Dollars (\$1,000.00).

(2) CLASS II BUSINESSES:

- a. Independent Contractors
- b. Detective Agencies
- c. Employment or Booking Agencies
- d. Freight Forwarders or Warehousemen
- e. Leasing or Renting Tangible Personal Property
- f. Masseurs
- g. Auto and Appliance Repair Shops
- h. Trade and Business Schools
- i. Hotels, Apartment Houses, Motels, Rooming or  
Boarding Houses
- j. Advertising Agencies
- k. Undertakers
- l. Contractors

Businesses in this class shall be taxed twice their ordinary business license tax or Fifty Dollars (\$50.00), whichever is greater, with a maximum of One Thousand Dollars (\$1,000.00).



(3) CLASS III BUSINESSES:

- a. Laundries, Self-Service Laundries, Cleaning and Dyeing Businesses or Agents therefor
- b. Non-Profit Organizations Selling New and/or Used Merchandise
- c. Music Teachers
- d. Shoe Repair Shops
- e. Newspapers and Job Printing Plants
- f. Personal Loan Companies
- g. Pawn Brokers

Businesses in this class shall be taxed one time their ordinary business license tax, if any, or Fifty Dollars (\$50.00), whichever is the greater.

(4) CLASS IV BUSINESSES:

- a. Pool and Billiard Rooms
- b. Bowling Alleys
- c. Amusement Arcades
- d. Theatres

Businesses in this class shall be taxed in the amount of Two Hundred Dollars (\$200.00).

SECTION 10: Area Constituted and Established. Said "Parking and Business Improvement Area A of the City of San Fernando" is hereby fully constituted and established.

SECTION 11: Uses of Proceeds. The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of license tax, as herein provided, will be put are:

- (1) Pay rental for the offstreet vehicle parking lots located in "Parking District No. 1 of the City of San Fernando" sufficient in amount that after making due allowance for contingencies and error in estimates,

the "gross revenues from the operation of district parking places" and the "gross revenues from offstreet meters" as such phrases are used in Resolution No. 3193, adopted July 6, 1959, will together be an amount at least sufficient to pay when due the financial obligations of said "Parking District No. 1 of the City of San Fernando", including obligations set forth and referred to in Covenant 11 of Section 20 of said Resolution No. 3193, which obligations are to pay the following:

(a) "Necessary and reasonable maintenance and operation costs of the district parking places" and "necessary and reasonable onstreet parking meter expenses";

(b) The interest on the bonds as the same shall become due and payable;

(c) The principal of the bonds as the same shall mature and fall due;

(d) All payments required to be made into the Reserve Fund as required by Section 18 of said Resolution No. 3193;

(e) All payments required to meet any other obligations of the City which are charges, liens, or encumbrances upon or payable from the "gross revenues from onstreet parking meters" or "gross revenues from the operation of the district parking places".

(2) To pay as rental for the said offstreet parking lots in said Parking District No. 1 such additional sums as may be required from time to time to meet and pay any other financial obligations of "Parking District No. 1 of the City of San Fernando" as such obligations are set forth and contained in Resolution No. 3193, adopted July 6, 1959.

(3) Any excess proceeds remaining after meeting the financial obligations set forth in the preceding paragraphs shall be used for the acquisition, construction, and maintenance of new or additional vehicle parking facilities within said "Area".

SECTION 12: Definitions and Classifications of Businesses.

The definitions and classifications of businesses referred to in this ordinance shall be determined by the definitions and classifications as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 13: Credit. Any business referred to in this ordinance which is liable for an increase or additional levy of license tax hereunder shall be entitled to a credit against such increase or additional levy of license tax equal to one-half the amount of such increase or additional tax if such business:

(1) Provides free offstreet vehicular customer parking in full conformance with the vehicle parking requirements specified under zoning Ordinance No. 423, adopted December 26, 1945, as amended; or

(2) Payment for said business has been made in full into the in lieu parking fund for vehicle parking as required by said Ordinance No. 423.

SECTION 14: Collection of Additional Tax. The collection of the increase or additional levy to the license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of license tax imposed hereunder shall be computed in the manner provided in said Chapter 12 for each business, but according to the schedule set forth herein, and shall be due and payable as provided in said Chapter 12 of said Code.

SECTION 15: New Business in Area. Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the tax levied hereunder shall be prorated in accordance with the proportion that the number of

months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 16: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the additional license tax levied hereunder has been paid, the Council, upon written application therefor, may refund to the person who paid the same that proportion of such additional license tax so paid that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the twelve months of the year.

SECTION 17: Exemption - Voluntary Contribution. Any business, person, or institution located within the said "Area", which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. Such contribution shall be used for the purposes provided in this ordinance.

SECTION 18: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

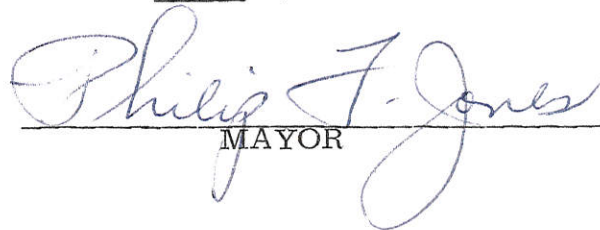
SECTION 19: Effective Date. This ordinance shall take effect on January 1, 1966.

SECTION 20: Publication. The City Clerk shall certify to the



passage of this ordinance, and prior to the expiration of fifteen (15) days from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 22nd day of November, 1965.

  
MAYOR

ATTEST:

  
CITY CLERK OF THE CITY OF  
SAN FERNANDO.


STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) ss.  
CITY OF SAN FERNANDO         )

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and signed by the Mayor of said City at a regular meeting of the Council held on the 22nd day of November, 1965, and that the same was passed by the following vote, to wit:

AYES:       Arps, Harper, Jones, Macey and Schmidt-5

NOES:       None-0

ABSENT:    None-0

  
LEILA EDWARDS, CITY CLERK  
OF THE CITY OF SAN FERNANDO.

## ATTACHMENT "B"

ORDINANCE NO. 973

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, ESTABLISHING BENEFIT ZONES, CLASSIFYING BUSINESSES THEREIN, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA AND ZONES.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken herein are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4298, adopted October 7, 1968, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS 'PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO', FIXING THE TIME AND PLACE FOR HEARING, AND ORDERING THE GIVING OF NOTICE THEREOF", which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4298 was published and mailed as provided by law, and a hearing thereon was held by

the City Council on October 29, 1968, at the hour of 7:30 o'clock p.m. in the Council Chambers of the City Council of said City of San Fernando in the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4298 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said "Area" have not been made by businesses in the proposed "Area" which pay a majority of the taxes within the "Area" under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area B of the City of San Fernando" hereby created and established is:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along

the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687 as per map recorded in Book 62, page 37 of Maps, in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

SECTION 8: Benefit Zones. For the hereinafter set forth purposes separate benefit zones, based upon the degree of benefit derived from the purpose, are hereby created and established, which benefit zones shall be known respectively as "Zone 1" and "Zone 2", and which zones are respectively described as follows:

A. ZONE 1:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract No. 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674 as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue, 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674, to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence



Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

**B. ZONE 2:**

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along

the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

EXCEPT that portion thereof within the following described boundaries:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674, as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674 to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its

Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando, as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

#### SECTION 9: Uses of Proceeds in Respective Zones - Purposes.

The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, as herein provided, will be put, and in which zone or zones of said "Area" are as follows:

A. Purpose A. The general promotion of retail trade activity including but not limited to the cleaning and maintenance of the San Fernando Road Pedestrian Mall and the San Fernando Road Pedestrian Mall Addition No. 1 (hereinafter collectively sometimes referred to as Pedestrian

Mall), general advertising and promotion, sales promotion activity, and special promotional literature in the following enumerated zones of said "Area" (sometimes hereinafter referred to as Purpose A): Zone 1 and Zone 2.

B. Purpose B. The furnishing of music in public places in the following enumerated zone or zones in said "Area" (sometimes hereinafter referred to as Purpose B): Zone 1.

C. Purpose C. The promotion of public events including but not limited to such activities as art shows, festivals, and public ceremonies, which are to take place on or in public places in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose C): Zone 1 and Zone 2.

D. Purpose D. The decoration of any public place including but not limited to Christmas decorations and other decorations in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose D): Zone 1 and Zone 2.

E. Other Purposes. After first deducting two per cent (2%) from all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, except for the proceeds realized from additional levy to the business license tax under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance, as the cost of collection, and the proceeds of the additional levy of tax derived under paragraph (e) of subdivision 1 of subsection A of Section 12 hereof, for maintenance of the Pedestrian Mall, the balance of all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax shall be used by the City to pay contract fees to the San Fernando Chamber of Commerce to carry out and perform all other purposes enumerated in subsections A through D inclusive of this section.

The two per cent (2%) of the proceeds retained by the City



shall be used for the purpose of defraying the cost of collection of the rate of increase or additional levy of or to the license tax and the proceeds derived under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance shall be used by the City to defray the cost of cleaning and maintenance of the Pedestrian Mall.

SECTION 10: Classification of Businesses and Appeals.

A. Classification of Businesses Generally. For the purpose of the rate of increase or additional levy of or to the license tax, the various businesses located in the "Area" are classified in accordance with the following schedule:

CLASS I - RETAIL BUSINESSES, includes all businesses licensed under Chapter 12 of "The Code of the City of San Fernando, California 1957" as retail establishments, except in those instances where they are otherwise classified in this section.

CLASS II - PROFESSIONAL BUSINESSES, includes all those businesses generally recognized and considered as professional, including but not limited to attorneys at law, doctors, dentists, optometrists, and accountants, except in those instances where such businesses are otherwise classified in this section.

CLASS III - SERVICE BUSINESSES, includes barbers, beauticians, beauty parlors, utilities, real estate brokers, service stations, photographers, contractors, cleaners, laundries, garages and auto repairs, and other such similar service businesses, unless otherwise specifically set forth and classified in this section.

CLASS IV - MISCELLANEOUS BUSINESSES, includes financial institutions, recreation activities, hotels and motels, apartments, insurance agents, bars, manufacturers and wholesalers, and all other businesses which do not fall into Classes I through III inclusive, or which do not have business licenses under Chapter 12 of "The Code of the City of San Fernando, California 1957".

B. Classification in Case of Dispute. Any questions arising as to the classification of any business shall be determined by the City Clerk.

C. Appeals. Any person aggrieved by any decision of the City Clerk with respect to such classification may appeal to the Council by filing a notice of appeal with the Clerk of the Council within five (5) days from the date of the decision by the City Clerk. The Council shall thereupon fix a time and place for hearing such appeal. The Clerk of the Council shall give notice to such person of the time and place of hearing by serving said notice personally or by depositing it in the United States Post Office in San Fernando, postage prepaid, addressed to such person at his last known address. At the time of the hearing the Council shall determine and rule upon the appeal and its decision shall be final.

SECTION 11: Businesses Subject to Additional Tax. All businesses within the boundaries of said "Area" described herein, not exempt by law, shall be subject to the provisions of the tax or additional tax imposed by this ordinance.

SECTION 12: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of or to the business license tax for each of the purposes set forth in subsections A through D inclusive of Section 9 hereof, on all businesses conducting their activities and on all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places in each of said zones in the "Area", which is in addition to the ordinary business license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" and in addition to the increase or additional levy of license tax imposed by Ordinance No. 912, adopted November 22, 1965, for the purpose of "Parking and Business Improvement Area A of the City of San Fernando", is hereby fixed and established at the rates as set

forth in the following schedule:

A. For Purpose A of Section 9:

1. ZONE 1:

(a) Class I Businesses: 1.25 times their ordinary business license tax.

(b) Class II Businesses: 0.30 times their ordinary business license tax.

(c) Class III Businesses: 0.55 times their ordinary business license tax.

(d) Class IV Businesses: 0.25 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$1.50, whichever is the greater.

(e) In addition to the rate of increase or additional levy of or to the business license tax set forth above, all businesses and all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places having frontage and/or abutting on the Pedestrian Mall shall be taxed and shall pay an additional sum determined by and equal to the number of feet said business, office, quarters, or meeting place fronts and/or abuts on said Pedestrian Mall, multiplied by \$2.50, which additional levy shall be applicable to all classes of business set forth above; provided, however, that as to any business or person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on any floor other than the ground floor in any building fronting or abutting on the

Pedestrian Mall the tax shall be \$5.00 per year.

2. ZONE 2:

(a) Class I Businesses: 1.0 times their ordinary business license tax.

(b) Class II Businesses: 0.133 times their ordinary business license tax.

(c) Class III Businesses: 0.30 times their ordinary business license tax.

(d) Class IV Businesses: 0.125 times their ordinary business license tax or a sum determined by and equal to the number of feet such business fronts on a public street, multiplied by \$0.75, whichever is the greater.

B. For Purpose B of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.1 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.084 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on said Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

Increase or additional levy of or to business license tax on businesses in this zone: None.



C. For Purpose C of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.25 times their ordinary business license tax.

(b) Class II Businesses: 0.15 times their ordinary business license tax.

(c) Class III Businesses: 0.15 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.15 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by \$0.375, whichever is the greater.

D. For Purpose D of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.4 times their ordinary business license tax.

(b) Class II Businesses: 0.2 times their ordinary business license tax.

(c) Class III Businesses: 0.2 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.183 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by \$0.375, whichever is the greater.

E. Upstairs Businesses. Any business conducting its activities or any person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on a floor other than the ground floor of any building fronting or abutting on the Pedestrian Mall or fronting on any public street shall be liable for the increase or additional levy of or to the business license tax imposed by this ordinance to the same extent as though located on the ground floor; provided, however, that as to the additional levy of or to the business license tax under paragraph (e) of

subdivision 1 of subsection A of this section the amount of tax shall be \$5.00 per year.

F. Maximum:

1. One or First Place of Business. In the event the total rate of increase or additional levy of or to the business license tax imposed by this ordinance, under any one subsection or any combination of subsections of this Section 12, excluding however the additional levy of or to the business license tax under paragraph (e) of subdivision 1 of subsection A of this section, for any one place of business, shall equal or exceed the maximum for any one place of business hereinafter specified, then such business shall be only liable for and pay the said maximum:

Located in Zone 1	Maximum \$500.00 per year
Located in Zone 2	Maximum \$300.00 per year

2. Additional Places of Business in "Area". In the event any person, firm, or corporation operates more than one place of business in the "Area", then the place of business with the greatest gross receipts shall be considered for the purpose of this subsection F as the first place of business and shall be liable for the maximum prescribed in subdivision 1 above, but as to each additional place of business in the "Area" the same will be governed by subdivision 1 hereof provided, however, for each such additional place of business the maximum shall be:

Located in Zone 1	Maximum \$150.00 per year
Located in Zone 2	Maximum \$ 90.00 per year

SECTION 13: Area Constituted and Established. Said "Parking and Business Improvement Area B of the City of San Fernando" is hereby fully constituted and established.

SECTION 14: Definitions and Classifications. The definitions and classifications of businesses, as hereinabove set forth, except as herein otherwise provided, shall be determined by the definitions and classifications

as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 15: Due Date and Penalty for Nonpayment of Additional Tax When Due. The increase or additional levy of or to the business license tax as herein provided for shall be due and payable at the same time and in the same manner as the ordinary business license tax, all as provided in Chapter 12 of "The Code of the City of San Fernando, California 1957", and upon failure to pay the same when due, the same shall bear the same type of penalties as prescribed by said Chapter 12 for the nonpayment of the ordinary business license tax.

SECTION 16: Collection of Additional Tax. The collection of the increase or additional levy of or to the business license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of or to the business license tax shall be computed in the manner provided in said Chapter 12 for each business but according to the schedule set forth herein.

SECTION 17: New Business in "Area". Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the increase or additional levy of or to the business license tax levied hereunder shall be prorated in accordance with the proportion that the number of months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 18: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the increase or additional levy of or to the business license tax imposed hereunder has been paid, the Council, upon written application therefor, may



refund to the person who paid the same that proportion of such increase or additional license tax that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the 12 months of the calendar year.

SECTION 19: Exemption - Voluntary Contribution. Except as herein otherwise provided, any business, person, or institution located within the said "Area" which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. There is specifically excepted from the exemption contained in this section and nothing contained herein shall be construed to exempt any business from the increase or additional levy of or to the license tax levied and assessed under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance (cleaning and maintenance of Pedestrian Mall). Any voluntary contribution made pursuant to this section shall be used for the purposes provided in this ordinance.

SECTION 20: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 21: Effective Date. This ordinance shall be in full force and effect on and after January 1, 1969.

SECTION 22: Publication. The City Clerk shall certify to the passage of this ordinance and prior to the expiration of fifteen (15) days

from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 4th day of November, 1968.

Manuel S. Flores  
MAYOR

ATTEST:

Leila Edwards  
CITY CLERK OF THE CITY  
OF SAN FERNANDO.

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) ss.  
CITY OF SAN FERNANDO       )

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and was signed by the Mayor of said City at a regular meeting of the City Council held on the 4th day of November, 1968, and that the same was passed by the following vote, to wit:

AYES:           Allenbaugh, Arps, Flores, Jones and Macey-5

NOES:           None-0

ABSENT:       None-0

Leila Edwards  
LEILA EDWARDS, CITY CLERK  
OF THE CITY OF SAN FERNANDO

AGREEMENT

THIS AGREEMENT is made this 17th day of December, 1984, by and between the CITY OF SAN FERNANDO, a municipal corporation ("City"), and the MALL ASSESSMENT DISTRICT, INC., a California non-profit mutual benefit corporation ("Corporation").

R E C I T A L S :

1. On November 4, 1968, the City adopted Ordinance No. 973, establishing a parking and business improvement area, fixing the boundaries thereof, establishing benefit zones, classifying businesses therein, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in such area and zones, which ordinance became effective January 1, 1969.

2. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering said District.

3. The City desires to contract with the Corporation to perform the work and render the services called for in purposes A, B, C and D of said Ordinance No. 973, except for the mall maintenance which is reserved to the City, and for the payment for such services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto do agree as follows:

1. The City hereby hires and retains Corporation to render and perform and Corporation covenants agrees to render and perform for the consideration herein specified the work and services herein set forth.

2. Corporation agrees to render all services, perform all work, and bear all expenses within the limits of the funds paid it therefor by the City to carry out the following purposes:

- (a) Purpose A of Section 9 of Ordinance No. 973, except for the cleaning and maintenance of the San Fernando Road Pedestrian Mall.
- (b) Purpose B of Section 9 of Ordinance No. 973.
- (c) Purpose C of Section 9 of Ordinance No. 973.
- (d) Purpose D of Section 9 of Ordinance No. 973.

3. The area within which Corporation agrees to render the service and perform the work for the City is Parking and Business Improvement Area B of the City of San Fernando, more particularly described and delineated in Section 7 of Ordinance No. 973.

4. The City Council shall cause to be prepared not later than the 15th day of March of each year an estimate of all proceeds of the additional tax revenue to be realized each year from the rate of increase or additional levy of or



to the license tax under Ordinance No. 973 and for each of the purposes set forth in Section 12 of said ordinance. After first deducting an amount to be determined by resolution of the City Council to cover the costs of collection and deducting those proceeds realized from additional levy to the business license tax under paragraph 12(A)(1)(e) of Ordinance No. 973 (for maintenance of the pedestrian mall), the balance of the proceeds realized from the increase or additional levy of or to the business license tax under Ordinance No. 973 for each of the purposes set forth in Section 3 above, shall be budgeted for payment to Corporation for rendering the service and performing the work required for each of said purposes within said area.

5. Corporation, prior to November 15th of each calendar year, shall submit to the City Council for its approval a program and budget for the expenditure of the funds to be received by it for each of those purposes listed in Section 3 above, said budget to cover the period of January 1st to December 31st of the following year.

6. Whenever the City allocates to Corporation sums of money or otherwise from time to time appropriates or pays any money to Corporation for the work and services to be performed hereunder, all such payments, except as otherwise specified, at the time said payments are made, shall be and are hereby agreed to be in consideration of the services

rendered by Corporation on behalf of the City specified in this Agreement. The consideration to be paid hereunder for the work performed and services rendered by Corporation shall be paid by the City to Corporation or the vendor contracting with Corporation within thirty (30) days following the month during which said work was performed and services were rendered unless otherwise ordered by the City Council, and all such payments shall be subject to the following conditions:

(a) All payments are to be made upon a claim or demand presented, audited, and paid as in the case of other claims against the City as provided by law.

(b) When such allocations or payments are made, Corporation shall, on or before the 1st day of January and the first day of July of each calendar year, submit to the City Council a report describing its activities for the preceding six month period, ending respectively December 31 and June 30, particularly setting forth services rendered in connection with each of the purposes listed in Section 3. Said report shall be submitted within 45 days of the close of the reporting period.

(c) The amount allocated in the annual budget for the expenditure of the proceeds of the increase or additional levy of or to the business license tax under

Ordinance No. 973, or otherwise, from time to time appropriated by the City for the services to be rendered hereunder by Corporation, shall not be a fixed or binding obligation upon the City to continuously thereafter pay the Corporation said sum, but shall be dependent upon the filing of proper claims and reports evidencing the services rendered as required by subdivisions (a) and (b) of this section, and shall be further dependent upon the availability of continuing the appropriation of the same for said purposes as determined by the City Council and the availability of such proceeds realized from the increase or additional levy of or to the business license tax set forth above.

Notwithstanding the above, City shall, from time to time, advance funds to Corporation for the purpose of maintaining a cash fund, not to exceed One Thousand Dollars (\$1,000.00), to cover the current operating expenses incurred in performing those services listed in Section 3 above.

7. It is understood and agreed by and between the parties hereto that this Agreement and all obligations thereunder can be terminated and cancelled by either party hereto upon written notice to be given to the other at least sixty (60) days prior to the date of termination. Upon such termination, all obligations of the City hereunder shall immediately cease and terminate.

8. Corporation may, from time to time, engage in fundraising and other activities in the course of its activities under this Agreement. Any profit realized from such activities shall be utilized by Corporation to serve those purposes listed in Section 3 above.

9. Corporation shall indemnify and hold harmless City from and against any and all claims arising from Corporation's activities under this Agreement, and shall further indemnify and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligation on Corporation's part to be performed under the terms of this Agreement, or arising from any negligence of Corporation, or any of Corporation's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of such claim, Corporation, upon notice from City, shall defend the same at Corporation's cost.

10. Corporation agrees to take and maintain in full force and effect public liability and property damage insurance with City named as insured for liability or financial loss resulting from injuries occurring to persons or to property arising out of the services performed under



this Agreement, the amount of said insurance to be not less than One Million Dollars (\$1,000,000.00) for bodily injury for any one person on account of any one incident and for property damage. Corporation shall provide City with certificates of insurance evidencing compliance with the foregoing, and such certificates shall provide for a written obligation on the part of Corporation's insurance carrier to notify City in writing thirty (30) days prior to the cancellation of or material change in the policy. If Corporation fails to take out and maintain the aforesaid insurance, this Agreement shall terminate.

11. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Agreement or arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

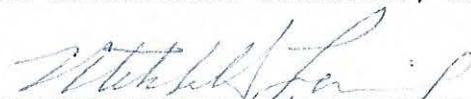
CITY OF SAN FERNANDO

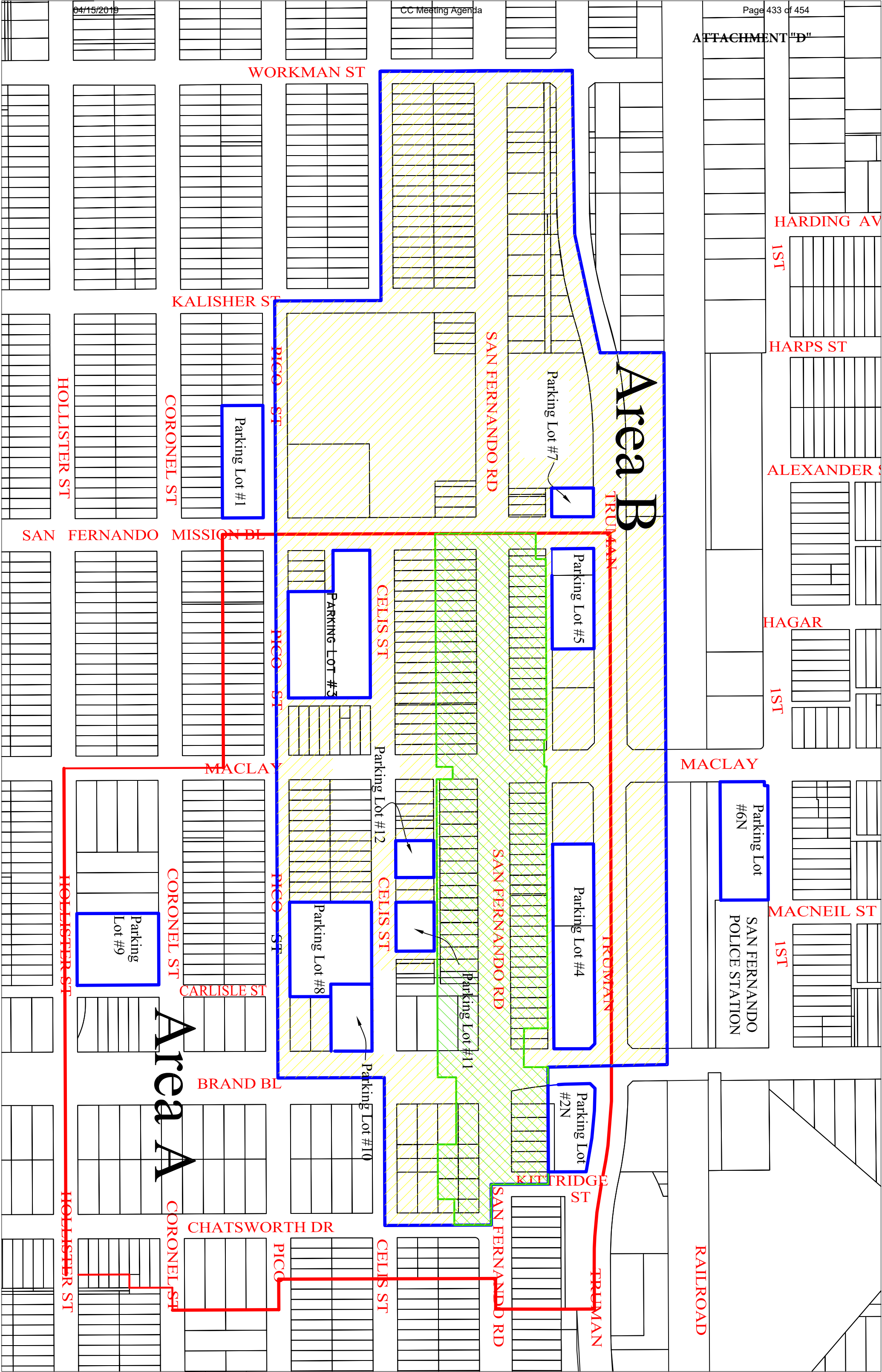
By   
Mayor Pro Tem

ATTEST:

By   
City Clerk

MALL ASSESSMENT DISTRICT, INC.

By   
President



**Public Works - Mall Maintenance Program  
Account #001-341**

Work Tasks Charged to Account 001-341	M	T	W	TH	F	SA	SU	Weekly	Monthly	Quarterly	Semi-Annual	Annual	TOTAL Hours per Category	PW MWkr Crew Size-Weekdays	PW Sr MW Crew Size-Weekends	Court Volunteer Crew Size
Mall Washdown												2	2	0	2	0
Alley Washdown												6	6	0	2	0
Tree Trimming (3 times/year/ 70 palms/16 trees = 86 total)												150	150	2	2	2
Hedge Trimming								2					2	2	0	2
Street Sweeping & Blower								3					3	2	0	2
Mall High Pressure Steam Cleaning												20	20	0	2	0
Weed Abatement of Planters & Tree Wells								4					4	2	0	2
Tree Ammendments & Soil Turnover											12		12	2	1	2
Holiday Decorations & Banners (Christmas & Special Events)												45	45	2	0	1
Flags (30 total) - Memorial Day, 4th of July, Labor Day, President's Day, Veteran's Day; Half-Mast as needed (5 flagpoles)												10	10	2	0	0
Spot Cleaning (biohazards - blood, vomit, feces)								1.5					1.5	2	0	0
Mall Trash & Debris Cleanup, Dumping of Waste Receptacles	3	3	3	3	3	3	3						21	2	0	2
Trash Enclosure Cleanup				3									3	0	3	0
Irrigation Maintenance								2					2	2	0	1
<b>TOTAL HOURS per YEAR by CATEGORY</b>	<b>156</b>	<b>156</b>	<b>156</b>	<b>312</b>	<b>156</b>	<b>156</b>	<b>156</b>	<b>650</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>233</b>		<b>20</b>	<b>12</b>	<b>14</b>
<b>TOTAL HOURS per YEAR</b>	<b>2,155</b>															

Annual	Hours	Labor Cost	No. of Workers	TOTAL
PW Maint Worker (Mon-Fri - reg)	936	51	2	\$95,472.00
PW Senior Maint Worker (Sat & Sun - OT)	312	78	1	\$24,336.00
<b>Semi-Annual</b>				
PW Maint Worker (Mon-Fri - reg)	24	51	2	\$2,448.00
<b>Annual - Tree Trimming</b>				
PW Senior Maint Worker (reg)	150	52	2	\$15,600.00
<b>Annual - Mall High Pressure Steam Cleaning</b>				
PW Senior Maint Worker (early mornings - OT)	20	78	2	\$3,120.00
<b>Annual - Holiday Decos &amp; Banners / Flags</b>				
PW Maint Worker (as needed - reg)	55	51	2	\$5,610.00
<b>TOTAL ANNUAL LABOR COSTS</b>				<b>\$146,586.00</b>





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** April 15, 2019

**Subject:** Receive a Presentation Regarding Property Based Improvement Districts

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file an informational presentation from Urban Place Consulting regarding a Property Based Improvement District ("PBID"); and
- b. Provide staff direction related to assisting with the process to form a Property Based Improvement District in San Fernando.

### BACKGROUND:

1. In 2010, formation of a business improvement district was studied to help improve and promote downtown San Fernando and a portion of North Maclay Avenue. As part of that process, a steering committee was formed which defined a program of services, established preliminary boundaries, developed assessment formula options and budget scenarios, and suggested "zones of benefit" to differentiate assessments and level of services. The group also retained a consultant to assist them with this process. The San Fernando Redevelopment Agency funded this work.
2. The Steering Committee adopted a Draft Management Plan and the consultant partially completed the District Management Plan and Engineer's Report (boundaries, assessment formula, budget).
3. In early 2011, due to issues with the City, work was suspended on the PBID project.
4. In early 2013, business representatives active in the PBID formation process approached the City about restarting the process.
5. On March 18, 2013, the City Council conducted a study session, at which time members of the Steering Committee and their consultant, Steve Gibson from Urban Place Consulting,

**Receive a Presentation Regarding Property Based Improvement Districts**Page 2 of 5

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provided the City Council with an update on the progress to date and steps needed to complete the formation. At this meeting the City Council provided conceptual approval for the City to fund one-half, or \$7,500, of the \$15,000 needed to complete the process, with the Mall Association (formerly Mall Assessment District, Inc.) providing the other \$7,500.

6. On April 2, 2013, the City Council approved the City's participation in the PBID conceptually, which included the Civic Center (i.e., City Hall, Police Station, Public Works Yard, and Parking Lot 6N) and downtown properties, though indicated they wanted a final opportunity to determine if the City supported inclusion of those parcels in the final proposed PBID.
7. On April 15, 2013, the City Council approved the contribution of \$7,500 from the Administration budget to the Mall Association to be used to pay the consultant for PBID study and formation purposes.
8. On May 6, 2013, the City Council supported inclusion of the Civic Center and downtown properties in the PBID boundaries and authorized the Interim City Administrator to sign the petition in favor of the PBID on behalf of the City.
9. Due in part to the condensed timeline, the process was not completed prior to the August 2013 deadline to file with the Los Angeles County Assessor's Office and did not move forward.
10. In 2017, Mall Association Board Members ("Proponents") engaged City staff to discuss reviving efforts to establish a PBID in the City's Downtown and Maclay commercial districts.
11. In response to the Proponent's renewed efforts, the City Council included additional study of a proposed PBID as part of the Fiscal Year 2018-2019 budget priorities.
12. Since July 1, 2018, the Proponents have re-engaged Urban Place Consulting and held a number of meetings with City staff to discuss a possible timeline and next steps, which included providing an informational presentation to City Council.
13. On April 8, 2019, City staff mailed a "Notice of City Council Agenda Item – Property Based Improvement District Presentation" (Attachment "A") to all businesses and property owners located in the Downtown and Maclay commercial districts.

**ANALYSIS:**Purpose and Uses for PBIDs:

Over the past several decades, Business Improvement Districts ("BIDs"), including Property Based Improvement Districts ("PBIDs") have become an increasingly common feature of

**Receive a Presentation Regarding Property Based Improvement Districts**Page 3 of 5

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downtowns and other commercial areas. Successful PBIDs provide localized marketing, sanitation, security, maintenance, and other services. A successful PBID also benefits city government as it leverages investment of general fund tax dollars to “liven up” an aging commercial area, especially in the post-redevelopment era when cities have very limited resources to invest in commercial and blighted areas.

There are two basic statutory authorities for establishing BIDs: 1) the Parking and Business Improvement Area Law of 1989, and 2) the Property and Business Improvement District Law of 1994. BIDs created pursuant to the former are funded solely by assessments against businesses. BIDs created pursuant to the latter are funded by assessments against businesses, property, or a combination of the two. The proposed PBID being discussed in this report would be pursuant to the Property and Business Improvement District Law of 1994.

It is important to note that a PBID is not a special district. A PBID does not have a separate legal existence from the cities that establish them, nor are PBIDs political subdivisions that have their own governing board. Instead, a PBID is a form of assessment district that is established and formed by a city that provides a special benefit by the properties that fund the assessment. Therefore, it is important that City staff are involved in the establishment and management if the PBID is to be successful.

PBIDs most commonly fund services such as additional security, maintenance, sanitation, and marketing services. However, as long as the services properly benefit the assessed business or property, the scope of services that can be provided is essentially unrestricted. PBIDs may also acquire, construct, install, and maintain improvements. Examples of this type of use includes bus benches, trash receptacles, street furniture, and signage.

The services and improvements funded by the PBID may be provided directly by the city, however, it is more common for services and improvements to be provided by either an existing non-profit (such as a chamber of commerce) or a nonprofit organization formed specifically to serve the PBID, typically called an “owners’ association.”

Owners’ associations (“Association”) are governed by their articles of incorporation and bylaws. A board of directors is elected by the property owners subject to the assessment. Associations usually have an administrative staff, that may be a professional management firm, and often contract with specialized firms to provide the services and improvements identified in the management plan. Association meetings must comply with the Ralph M. Brown Act.

**Process for Establishing a PBID:**

In addition to the afore-mentioned statutory authority to establish BIDs, there are a number of additional state laws that set forth the process for establishing a PBID, namely Propositions 218 and 26. However, the basic process involves the following steps:



**Receive a Presentation Regarding Property Based Improvement Districts**Page 4 of 5

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1. Proponents circulate a petition and obtain signatures of support from property owners who represent more than 50 percent of the assessment to be paid.
2. The City Council adopts a “resolution of intention” to establish a PBID.
3. The City conducts a property-owner assessment ballot proceeding pursuant to Proposition 218. This involves mailing a notice and ballot to each affected property owner at least 45 days prior to the public hearing.
4. At the end of the 45-day period, the City Council holds a public hearing.
5. If more than 50 percent of the ballots, weighted by the amount of the assessment obligation of the parcel, oppose formation of the district, the city council must abandon the proceedings.
6. If more than 50 percent of the ballots, weighted by the amount of the assessment obligation of the parcel, favor formation of the district, the city council may (but is not required to) adopt a resolution of formation that establishes the PBID.
7. If the city council adopts a resolution of formation, the assessment amount for each parcel in the district must be transmitted to the Los Angeles County Assessor by August. The City would start receiving funds from the district in December.

**BUDGET IMPACT:**

The Proponent’s received a proposal from Urban Place Consulting to manage the entire process for establishing a PBID for \$35,000. The Proponents have paid \$5,000 from Mall Association funds for PBID services provided to date. There are sufficient Mall Association funds available for the Proponents to fund the total cost of the process to establish a PBID. If the City were to participate in funding the process for establishing a PBID, it will require an appropriation of General Funds. If the City’s participation exceeds \$25,000, it will require a formal bid process.

The impact to the City will ultimately depend on the boundaries of the district, total square feet of City-owned property within the boundaries of the PBID, and the total cost of services to be provided through the PBID. Estimates from the 2013 effort identified a City contribution of approximately \$25,000 per year.

Additionally, the Proponents have proposed that the PBID replace the existing mall assessments (see April 15, 2019 City Council Agenda Item titled “Receive a Presentation Regarding the Existing Assessments Paid by Downtown Businesses” for additional detail on current mall assessments). If the PBID assessment replaces the current Parking Maintenance and Mall

**Receive a Presentation Regarding Property Based Improvement Districts**Page 5 of 5

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Maintenance assessments, the City will lose approximately \$130,000 per year in revenue (\$85,000 in Mall Maintenance and \$45,000 in Parking Maintenance). However, City staff will no longer provide those maintenance services, which will free them up to focus on other tasks in the City, including city-wide park, street and tree maintenance.

Lastly, the current Parking Maintenance and Mall Maintenance assessments are assessed on businesses based on gross receipts (i.e., income). This is a variable assessment that increases (or decreases) as business revenues increase (decrease). The assessments are capped at \$1,000. A property based assessment is a flat assessment based on size of the property and is assessed on the property owner rather than the business. However, many property owners will pass this assessment through to tenants on the annual tax bill. Although this is not necessarily an impact to the City, the likelihood that the assessment will be a pass through should be made clear to businesses during the process.

**CONCLUSION:**

City staff is seeking direction from the City Council regarding interest in moving forward with the process to establish a PBID. If the City Council directs staff to move forward, the next steps include:

1. Engaging Urban Place to work with the Proponents.
2. Begin outreach to property owners to gauge support for a PBID.
3. Establish a Steering Committee of business and property owners to assist with:
  - a. Drafting a district management plan; and
  - b. Determining the boundaries of the PBID.

If directed to move forward, staff will return to the City Council to report on the steps identified above before moving to the election process.

**ATTACHMENTS:**

- A. Notice of City Council Agenda Item – Property Based Improvement District Presentation
- B. PBID presentation by Urban Place Consulting – To be provided under separate cover

# THE CITY OF SAN FERNANDO

CITY COUNCIL

April 8, 2019

MAYOR  
JOEL FAJARDOVICE MAYOR  
SYLVIA BALLINCOUNCILMEMBER  
ROBERT C. GONZALESCOUNCILMEMBER  
ANTONIO LOPEZCOUNCILMEMBER  
HECTOR ANDRES PACHECO

## NOTICE OF CITY COUNCIL AGENDA ITEM PROPERTY BASED IMPROVEMENT DISTRICT (PBID) PRESENTATION

Dear Property and/or Business Owner:

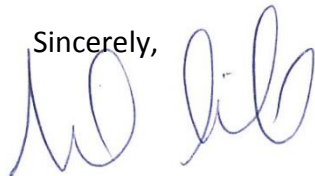
Please be advised that the San Fernando City Council will be hosting an informational presentation on possible formation of a Property Based Improvement District (PBID) that may have a financial impact to your property and/or business. This informational presentation will be held on:

Monday, April 15, 2019, at 6 pm  
San Fernando City Council Chambers  
117 Macneil Street  
San Fernando, CA 91340  
Comments may also be emailed to [Info@sfcity.org](mailto:Info@sfcity.org)  
Spanish interpreters will be available.

The purpose of a PBID assessment is to improve and promote the City's commercial area within a defined district which may include properties in and around downtown San Fernando, as well as the Maclay Commercial Corridor. The agenda for this public meeting will be available via the City's website, 72 hours prior to the meeting (<http://ci.san-fernando.ca.us/city-council/>).

I hope to see you on the 15<sup>th</sup>! Should you have any questions, please feel free to contact my office at (818) 898-1202.

Sincerely,



Nick Kimball  
City Manager

ADMINISTRATION  
DEPARTMENT117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340OFFICE OF THE  
CITY MANAGER  
(818) 898-1202

WWW.SFCITY.ORG

# LA CIUDAD DE SAN FERNANDO

CONCILIO DE LA CIUDAD 8 de abril del 2019

ALCALDE  
JOEL FAJARDO

VICE ALCALDE  
SYLVIA BALLIN

CONCEJAL  
ROBERT C. GONZALES

CONCEJAL  
ANTONIO LOPEZ

CONCEJAL  
HECTOR ANDRES PACHECO

## **NOTIFICACIÓN DE TEMA INCLUIDO EN LA AGENDA DEL CONCILIO PRESENTACIÓN SOBRE EL DISTRITO DE MEJORAMIENTO DE PROPIEDADES (PROPERTY BASED IMPROVEMENT DISTRICT- CONOCIDO POR SUS SIGLAS EN INGLÉS COMO PBID)**

Estimado Propietario y/o Dueño de Negocio:

Se le notifica que el Concilio de la Ciudad de San Fernando hablara sobre la posible formación de un distrito de mejoramiento de propiedades (PBID) que pudiese impactar económicamente a su propiedad y/o negocio. La Ciudad será anfitriona de una presentación de información el:

lunes, 15 de abril del 2019 a las 6 p.m.,

sala del concilio

117 Macneil Street, San Fernando, CA 91340

También puede mandar sus comentarios por correo electrónico a  
[Info@sfcity.org](mailto:Info@sfcity.org)

Habrán intérpretes en español disponibles.

El propósito de la evaluación del PBID es mejorar y promover el área comercial dentro de un distrito definido que puede incluir propiedades en el centro de San Fernando y sus alrededores al igual que el corredor comercial de Maclay. La agenda para esta reunión pública estará disponible por medio de la página web de la ciudad, 72 horas antes de la reunión (<http://ci.san-fernando.ca.us/city-council>).

Esperamos verle el 15! Si tiene cualquier pregunta, por favor de contactar a mi oficina al (818) 898-1202.

Sinceramente,



Nick Kimball  
Gerente Municipal

DEPARTAMENTO DE  
ADMINISTRACIÓN

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

OFICINA DEL  
ADMINISTRADOR  
MUNICIPAL  
(818) 898-1202







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## AGENDA REPORT

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**To:** Vice Mayor Sylvia Ballin and Councilmembers

**From:** Mayor Joel Fajardo

**Date:** April 15, 2019

**Subject:** Discussion of Mechanisms for City Council to Receive Timely Information Regarding Planning Commission Decisions and for Staff to Provide Regular Updates to City Council on Current Construction in the City

### **RECOMMENDATION:**

I would like to discuss providing direction to staff to provide summary information of Planning Commission decisions to City Council promptly after Planning Commission meetings as well as provide regular updates on construction throughout the City.

### **BUDGET IMPACT:**

Will depend on City Council direction, however, there would be minimal cost associated with providing regular information regarding construction and Planning Commission decisions.







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## AGENDA REPORT

**To:** Vice Mayor Sylvia Ballin and Councilmembers

**From:** Mayor Joel Fajardo

**Date:** April 15, 2019

**Subject:** Consideration to Adopt a Resolution Appointing Sylvia Ballin to the Metropolitan Water District's Board of Directors

### RECOMMENDATION:

I have placed this item on the agenda for City Council consideration and recommend that the City Council adopt Resolution No. 7913 (Attachment "A") appointing Sylvia Ballin to the Metropolitan Water District's Board of Directors.

### BACKGROUND:

1. On May 7, 2007, Sylvia Ballin was appointed by the City Council to serve as City representative and liaison to the Metropolitan Water District's Board of Directors (MWD).
2. On October 15, 2018, Sylvia Ballin reported that she would be resigning and recommended the appointment of Director of Public Works/City Engineer Yazdan T. Emrani as City Council representative and liaison to MWD effective November 13, 2018. The City Council voted 4-0 (Councilmember Gonzales was absent) to approve Mr. Emrani's appointment.
3. On October 18, 2018, MWD requested that the City provide a resolution appointing Mr. Emrani to the MWD Board. MWD also reported that due to the Veteran's Day holiday, the next Board meeting would be held on November 6, 2018 (not November 13, 2018) and Mr. Emrani would not be sworn in until possibly December 2018.
4. In April 2019, Mr. Emrani announced that he accepted a new position and would be leaving the City of San Fernando at the end of the month.

### ANALYSIS:

The adoption of Resolution No. 7913 would allow staff to provide MWD with immediate and necessary documentation and ensure no disruption in the City's representation to MWD.

**Consideration to Adopt a Resolution Appointing Sylvia Ballin to the Metropolitan Water District's Board of Directors**

Page 2 of 2

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**BUDGET IMPACT:**

There is no budget impact associated with the appointment of a City Council Liaison to the MWD.

**ATTACHMENT:**

A. Resolution No. 7913

**ATTACHMENT “A”****RESOLUTION NO. 7913****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, APPOINTING SYLVIA  
BALLIN TO THE METROPOLITAN WATER DISTRICT’S BOARD  
OF DIRECTORS**

**WHEREAS**, the Metropolitan Water District of Southern California (MWD) is a regional wholesaler that delivers water to 26 member public agencies, 14 cities, 11 municipal water districts, one county water authority;

**WHEREAS**, MWD in turn provides water to 19 million people in Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura counties;

**WHEREAS**, to supply the more than 300 cities and unincorporated areas in Southern California with reliable and safe water, MWD owns and operates an extensive water system including: the Colorado River Aqueduct, 16 hydroelectric facilities, nine reservoirs, 819 miles of large-scale pipes and five water treatment plants;

**WHEREAS**, MWD is governed by a 38-member board of directors who represent their respective member agencies ensuring each member agency is part of the governance of MWD;

**WHEREAS**, the City of San Fernando is a member agency on the Board of Directors of the MWD;

**WHEREAS**, pursuant to Section 11.2 of the San Fernando City Council Procedural Manual, the Mayor, with the consent of the majority of the City Council, may appoint new liaisons to the various governmental associations of which the City is a participating member;

**WHEREAS**, these assignments allow the City to have consistent and appropriate representation on these boards and agencies; and

**WHEREAS**, the current City representative and liaison to MWD, Yazdan T. Emrani, is leaving the City of San Fernando effective April 19, 2019.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That Sylvia Ballin, Vice Mayor for the City of San Fernando, be appointed as the City’s representative and liaison to the MWD Board, effective May 1, 2019.

**SECTION 3:** That the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Joel Fajardo, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES       ) ss**  
**CITY OF SAN FERNANDO         )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 15<sup>th</sup> day of April, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk