

Elizabeth Alcantar, Mayor
Jose R. Gonzalez, Vice Mayor
Chris Garcia, Council Member
Jack M. Guerrero, Council Member
Blanca Lozoya, Council Member



REMOTE TELECONFERENCE AND ELECTRONICALLY

This meeting will be conducted telephonically and electronically pursuant to the State of California Executive Order No. 29-20.

Teleconference Phone Number:

1 (253) 215-8782

Meeting ID: 880 7412 7441

<https://us02web.zoom.us/j/88074127441>

AGENDA

**A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, September 1, 2020 – 6:30 P.M.**

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection at www.cityofcudahy.com

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.

Rules of Decorum

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screaming or yelling during another audience member's public comments period;
- Profane language directed at individuals in the meeting room;
- Throwing objects at other individuals in the meeting room;
- Verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted three-minute public comment period granted.

When a person's or group's conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)

1. CALL TO ORDER

2. ROLL CALL

Council / Agency Member Garcia
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez
Mayor / Chair Alcantar

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. CLOSED SESSION PUBLIC COMMENTS

(Each member of the public may provide a public comment telephonically or electronically if he or she wishes to address the City Council on closed session matters. During this time, members of the public are permitted to speak for three (3) minutes concerning only items on closed session.)

RECESS TO CLOSED SESSION

At this time, City Council will meet in closed session to go over items of business on the closed session agenda. Closed session discussion will end at 7:30 p.m. At that time, City Council will have the option to continue discussing closed session items after deliberating on all agenda items or continue the discussion to the next regular meeting. Once closed session is complete and the City Council returns from closed session into open session, members of the public may then rejoin the proceedings.

6. CLOSED SESSION

- A. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – Three Matters

RECONVENE TO OPEN SESSION

7. CLOSED SESSION ANNOUNCEMENT

8. PUBLIC COMMENTS

(Each member of the public may provide a public comment telephonically or electronically if he or she wishes to address the City Council. Members of the public are permitted to speak for three (3) minutes concerning items under the City Council’s jurisdiction, including items on the council agenda.)

(Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403).)

9. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

(This is the time for the City Council / Agency to comment on any topics related to "City Business," including announcements, reflections on city / regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval / consent of the City Council majority members present, regarding staff directives). Each Council / Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

10. CITY MANAGER REPORT (information only)

11. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

12. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.)

(COUNCIL / AGENCY)

Recommendation: Approve the Waiver of Full Reading of Resolutions and Ordinances.

13. CONSENT CALENDAR

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council / Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of June 2020 (page 7)

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2020 in the amount of \$7,607,124.65.

- B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of June 2020 *(page 11)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of \$1,018,634.63 including Cash and Investment Report by Fund for the month of June 2020.

- C. Consideration to Review and Approve the Draft Minutes of August 18, 2020, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission *(page 19)*

Presented by Assistant City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for August 18, 2020.

- D. Adoption of a Second Amendment Agreement for Street Sweeping Services, Amending the Current Scope of Work and Compensation *(page 29)*

Presented by Interim City Manager

Recommendation: The City Council is requested to review and approve the proposed Second Amendment Agreement with Nationwide Environmental Services (NES) for Street sweeping Services, amending Section 2 (scope of work), and Section 3 (compensation).

- E. Adoption of a Proposed Resolution No. 20-30, Extending the Continuation of a Citywide Program to Allow Permitted Overnight On-Street Parking in Designated Parking Areas between July 1, 2020 to June 30, 2021 (Fiscal Year (FY) 2020-21) *(page 111)*

Presented by Interim City Manager

Recommendation: The City Council is requested to review and approve proposed Resolution No. 20-30, extending the continuation of a Citywide overnight parking program (the "Parking Program") that allows permitted overnight on-street parking in designated parking areas for the period between July 1, 2020 to June 30, 2021.

14. PUBLIC HEARING - NONE

15. BUSINESS SESSION

- A. Consideration and Adoption of an Ordinance Enacting a Temporary Moratorium on Evictions Due to the Nonpayment of Rent (*page 119*)

Presented by City Attorney's Office

Recommendation: The City Council is recommended to adopt an Ordinance enacting a temporary moratorium on evictions due to the nonpayment of rent for tenants after the expiration of both State and County eviction protections. The proposed Ordinance has a six-month term and a six-month repayment period for unpaid rent.

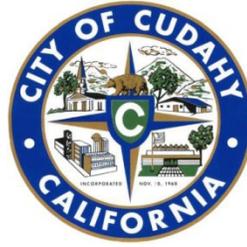
16. ADJOURNMENT

I, Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 28th day of August 2020


Richard Iglesias
Assistant City Clerk

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Item Number 13A

STAFF REPORT

Date: September 1, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Henry Garcia, interim City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Approval of the Local Agency Investment Fund (LAIF) for the Month of June 2020**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2020 in the amount of \$7,607,124.65.

BACKGROUND

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.
2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California's local governments and special districts. The LAIF continues today under State Treasurer Fiona Ma's administration.
3. On June 1, 2020, the balance in LAIF was \$7,607,124.65 (See Attachment).
4. On June 30, 2020, the balance in LAIF was \$7,607,124.65 (See Attachment).

ANALYSIS

The voluntary program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian.

Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

CONCLUSION

Once the City Council approves the June 2020 LAIF, the LAIF ending balance of \$7,607,124.65 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENT

A. Local Agency Investment Fund (LAIF) Balance

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

| | | |
|--------------------------------------|---------------|-------------------------|
| Beginning Balance as of | June 01, 2020 | \$7,607,124.65 |
| Transfer from City operating account | | <hr/> |
| Ending Balance as of | June 30, 2020 | \$7,607,124.65 ===== |

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Item Number 13B

STAFF REPORT

Date: September 1, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Henry Garcia, Interim City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of June 2020**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$1,018,634.63 including Cash and Investment Report by Fund for the month of June 2020.

BACKGROUND

1. On December 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicating, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."
2. On June 2020, the following demands and payroll have been audited by the Finance Department:

| | |
|------------------|------------------------------------|
| Demands | \$ 761,457.94 (Attachment A) |
| Payroll Warrants | \$ 136,874.79 (Attachment B) |
| | \$ 70,528.68 (Attachment B) |
| | \$ <u>49,773.22</u> (Attachment B) |
| Total: | \$ 1,018,634.63 |

ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund June 2020 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of June 2020, (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2019-20, and (Attachment E) a summary of cash received and disbursed by month during FY 2018-19.

Cudahy Municipal Code Section 3.04.070 indicates, "...Budgeted demands paid by warrant prior to audit by the council shall be presented to the council for ratification and approval..."

CONCLUSION

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval in accordance with Cudahy Municipal Code Section 3.04.070.

FINANCIAL IMPACT

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of \$1,018,634.63 were distributed between the funds of the City.

ATTACHMENTS

- A. Check Register Report
- B. Payroll Warrants including payroll taxes and insurance premiums
- C. Cash and Investment Report by Fund June 2020
- D. Summary of Cash Receipt / Disbursement by Month FY 2019-20
- E. Summary of Cash Receipt / Disbursement by Month FY 2018-19

Date: 08/27/2020

Time: 4:30 pm

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

| Check Number | Check Date | Status | Void/Stop Date | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|--------------------------------|------------|---------|----------------|----------------|---------------|--------------------------------|-------------------------------|------------|
| WELLS FARGO BANK Checks | | | | | | | | |
| 51055 | 06/11/2020 | Printed | | | 8021 | AT & T MOBILITY | MOBILITY BILL 4/3-5/2/20 | 823.32 |
| 51056 | 06/11/2020 | Printed | | | 0057-2 | AT & T PHONE SERVICE | ACCT 1522 APR-MAY | 2,975.73 |
| 51057 | 06/11/2020 | Printed | | | 4546 | CENTRAL BASIN MUNICIPAL WATER | WTR SVC MAR 20 | 432.81 |
| 51058 | 06/11/2020 | Printed | | | 2289 | CONSOLIDATED DISPOSAL | REFUSE ASSESS MAY 2020 | 49,675.87 |
| 51059 | 06/11/2020 | Printed | | | 10005 | DAPEER, ROSENBLIT & LITVAK | CODE ENFORCEMENT APR 2020 | 403.70 |
| 51060 | 06/11/2020 | Printed | | | 2304 | DAVE'S TROPHIES | PLAQUE-SANTOR NISHIZAKI | 63.80 |
| 51061 | 06/11/2020 | Printed | | | 10446 | EJMA PLANNING | PROJECT MTGS MARCH 2020 | 25,160.00 |
| 51062 | 06/11/2020 | Printed | | | 10179 | EMPIRE CLEANING SUPPLY | SUPPLIES MAR 24, 2020 | 1,108.65 |
| 51063 | 06/11/2020 | Printed | | | 6087 | FIRST AMERICAN DATA TREE | SERVICES FOR MAY 2020 | 99.00 |
| 51064 | 06/11/2020 | Printed | | | 2712 | GEORGE A. PEREZ | PEHMCA - MAY 2020 | 914.24 |
| 51065 | 06/11/2020 | Printed | | | 10560 | GLOBAL URBAN STRATEGIES INC. | SERVICES FOR 4/1/20-4/30/20 | 7,248.20 |
| 51066 | 06/11/2020 | Printed | | | 0126-1 | GOLDEN STATE WATER COMPANY | WATER SERVICE MAY 2020 | 1,401.13 |
| 51067 | 06/11/2020 | Printed | | | 10053 | HAULAWAY STORAGE CONTAINERS | STORAGE MAY 2020 | 74.20 |
| 51068 | 06/11/2020 | Printed | | | 10106 | HR DYNAMICS & PERFORMANCE MGNT | CONSULTNG SVCS APR-MAY 2020 | 24,850.00 |
| 51069 | 06/11/2020 | Printed | | | 8382 | IGLESIAS RICHARD | MILEAGE REIMB 3/10/20-3/13/20 | 66.58 |
| 51070 | 06/11/2020 | Printed | | | 1338-1 | METROPOLITAN TRANSPORTATION | METRO 30 DAY CV APR 2020 | 1,772.00 |
| 51071 | 06/11/2020 | Printed | | | 10542 | MV CHENG & ASSOCIATES INC. | CONSULTING SVCS MAY 2020 | 14,826.25 |
| 51072 | 06/11/2020 | Printed | | | 7014 | NATIONWIDE ENVIRONMENTAL | STR/PRK SVCS MAY 2020 | 7,296.00 |
| 51073 | 06/11/2020 | Printed | | | 1978-2 | OFFICE DEPOT | OFFICE DEPOT MAY 11, 2020 | 1,097.19 |
| 51074 | 06/11/2020 | Printed | | | 10201-1 | OLIVAREZ MADRUGA LEMIEUX | MEETINGS FOR MARCH 2020 | 70,118.50 |
| 51075 | 06/11/2020 | Printed | | | 5537 | PSI PRINTING SYSTEM INC. | LASER CHKS APR 2020 | 481.41 |
| 51076 | 06/11/2020 | Printed | | | 10081-2 | QUADIENT FINANCE USA, INC. | POSTAGE MAR 2020 | 400.00 |
| 51077 | 06/11/2020 | Printed | | | 5949 | QUINN COMPANY | SEMI ANNUAL INSPECT JUN 20 | 855.92 |
| 51078 | 06/11/2020 | Printed | | | 10471 | RANGEL ANDRES | SPRING 2020 TUITION REIMB | 10,000.00 |
| 51079 | 06/11/2020 | Printed | | | 2802 | SAM'S CLUB | MEMBERSHIP RENEWAL MAY 20 | 230.05 |
| 51080 | 06/11/2020 | Printed | | | 2378-2 | SOUTH CITY GAS | VEHICLE FUEL 6/1-6/7/2020 | 841.72 |
| 51081 | 06/11/2020 | Printed | | | 0070 | SOUTHERN CALIFORNIA EDISON | ACCT 0275 4/17-5/19/20 | 15,385.42 |
| 51082 | 06/11/2020 | Printed | | | 8363 | TIME WARNER CABLE | INTERNET SVCS 5/23-6/22/20 | 186.97 |
| 51083 | 06/11/2020 | Printed | | | 2208 | WEST COAST ARBORISTS, INC. | 19-20 TREE MNTCE 5/1-5/15-20 | 26,460.00 |
| 51084 | 06/11/2020 | Printed | | | 9951 | WILLDAN | PLNG SVCS MAY 2020 | 3,465.00 |
| 51085 | 06/25/2020 | Printed | | | 8021 | AT & T MOBILITY | SVC PERIOD 5/3/2020-6/2/2020 | 857.96 |
| 51086 | 06/25/2020 | Printed | | | 0057-2 | AT & T PHONE SERVICE | MAY 8 THRU JUNE 7 2020 | 765.56 |
| 51087 | 06/25/2020 | Printed | | | 7019 | BUSINESS CARD | May 5, 2020 - June 4, 2020 | 7,784.20 |
| 51088 | 06/25/2020 | Printed | | | 10013 | CENTRAL FORD | REPAIR FOR UNIT 36 MAY 2020 | 300.10 |
| 51089 | 06/25/2020 | Printed | | | 10005 | DAPEER, ROSENBLIT & LITVAK | CODE ENFORC SVCS FEB 2020 | 3,556.00 |
| 51090 | 06/25/2020 | Printed | | | 10162 | DE SANTIAGO SUSANA | BEDWELL RNTAL RFND MAR 2020 | 200.00 |
| 51091 | 06/25/2020 | Printed | | | 10517 | DELL FINANCIAL SERVICES LLC | COMPUTER LEASE JULY 2020 | 1,176.68 |
| 51092 | 06/25/2020 | Printed | | | 10072 | DEPARTMENT OF TOXIC SUBSTANCES | CURRENT CHGS JAN-MAR 2020 | 1,596.00 |
| 51093 | 06/25/2020 | Printed | | | 9723 | IT SYSTEM HOUSE, LLC | OUTSOURCING MAY 2020 | 3,200.00 |
| 51094 | 06/25/2020 | Printed | | | 0197 | LA COUNTY SHERIFF'S DEPARTMENT | LAW ENFORCEMENT APRIL 2020 | 340,680.30 |
| 51095 | 06/25/2020 | Printed | | | 10580 | LAZARO, MONICA | BEDWELL RNTL RFND MAR20 | 325.00 |
| 51096 | 06/25/2020 | Printed | | | 0092-7 | LEAGUE OF CALIFORNIA CITIES | MEMBERSHIP DUES FY2021 | 1,018.50 |
| 51097 | 06/25/2020 | Printed | | | 1978-2 | OFFICE DEPOT | OFFICES SUPPLIES JUNE 2020 | 156.68 |
| 51099 | 06/25/2020 | Printed | | | 10201-1 | OLIVAREZ MADRUGA LEMIEUX | SUCCESSOR AGENCY JAN 2020 | 3,315.00 |
| 51100 | 06/25/2020 | Printed | | | 10498 | R3 CONSULTING GROUP | NEGOTIATIONS ASSIST MAY 2020 | 3,547.50 |
| 51101 | 06/25/2020 | Printed | | | 10568 | RS CONSTRUCTION & DEVELOPMENT | PROGRESS INV FOR MAY 2020 | 40,551.70 |
| 51102 | 06/25/2020 | Printed | | | 0071-1 | SO CAL GAS | 5/7/20-6/8/2020 Service Dates | 106.84 |
| 51103 | 06/25/2020 | Printed | | | 2378-2 | SOUTH CITY GAS | PAYMENT FOR 6/8-6/14/2020 | 215.09 |

Check Register Report

Date: 08/27/2020

Time: 4:30 pm

Page: 2

City of Cudahy

BANK: WELLS FARGO BANK

| Check Number | Check Date | Status | Void/Stop Date | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|--------------------------------|------------|---------|----------------|----------------|---------------|-----------------------------------|------------------------------|-----------|
| WELLS FARGO BANK Checks | | | | | | | | |
| 51104 | 06/25/2020 | Printed | | | 7076 | TNT FIREWORKS | JULY 4 2020 FIREWORKS STAND | 6,500.00 |
| 51105 | 06/25/2020 | Printed | | | 10401 | WILLDAN FINANCIAL SERVICES | COST ALLOC PLAN - MAY 2020 | 6,112.00 |
| 51106 | 06/25/2020 | Printed | | | 10575 | ELENAA'S GARMENT INC. | CLOTH MASKS JUNE 2020 | 375.00 |
| 51107 | 06/25/2020 | Printed | | | 10485 | ENTERPRISE FM TRUST | VEHICLE LEASES JULY 2020 | 3,856.35 |
| 51108 | 06/25/2020 | Printed | | | 9983 | FIESTA TAXI COOPERATIVE, INC. | SVCS RENDERED MAY 2020 | 4,449.90 |
| 51109 | 06/25/2020 | Printed | | | 2712 | GEORGE A. PEREZ | PEHMCA REIMB APRIL 2020 | 914.24 |
| 51110 | 06/25/2020 | Printed | | | 10560 | GLOBAL URBAN STRATEGIES INC. | SVCS FOR MAY 2020 | 7,653.00 |
| 51111 | 06/25/2020 | Printed | | | 2724 | HOME DEPOT CREDIT SERVICES | SUPPLIES BILLED 4/29-6/27/20 | 1,213.92 |
| 51112 | 06/25/2020 | Printed | | | 0197 | LA COUNTY SHERIFF'S DEPARTMENT | PROPERTY MNTCE APRIL 2020 | 5,099.95 |
| 51113 | 06/25/2020 | Printed | | | 6038 | LGP EQUIPMENT RENTALS | TEMP FENCE RNTL JUNE 2020 | 2,956.50 |
| 51114 | 06/25/2020 | Printed | | | 10583 | LUCERO'S IRON WORK | ADVANCE ON IRON WORK | 1,825.00 |
| 51115 | 06/25/2020 | Printed | | | 10582 | LUIS ALVARADO | SVCS FOR APRIL 2020 | 17,650.00 |
| 51116 | 06/25/2020 | Printed | | | 10584 | NEWACME LLC | PPE PRODUCTS JUNE 2020 | 760.00 |
| 51117 | 06/25/2020 | Printed | | | 9717 | PCAM, LLC | SHUTTLE SVCS MAY 2020 | 14,556.24 |
| 51118 | 06/25/2020 | Printed | | | 10483 | PRESS-TELEGRAM | CLASSIFIED ADDS MAY 2020 | 5,418.30 |
| 51119 | 06/25/2020 | Printed | | | 10555 | REGENTS U C | TRNG R IGLESIAS MAR 2020 | 150.00 |
| 51120 | 06/25/2020 | Printed | | | 10585 | SUPPLY SOLUTIONS | PPE PRODUCTS JUNE 2020 | 3,270.77 |
| 51121 | 06/25/2020 | Printed | | | 5631 | WELLS LOCK & KEY | LOCK REPLACE APRIL 2020 | 630.00 |

Total Checks: 66 **Checks Total (excluding void checks): 761,457.94**

Total Payments: 66 **Bank Total (excluding void checks): 761,457.94**

Total Payments: 66 **Grand Total (excluding void checks): 761,457.94**

CITY OF CUDAHY
 Payroll Warrants including payroll taxes and insurance premiums:

| | June 4, 2020 | June 18, 2020 | June 28, 2020 |
|---|----------------------|---------------------|---------------------|
| Issued Warrants Number | 26192 to 26246 | 26247 to 26291 | 26292 to 26330 |
| Voided Warrants | 26230 to 26237 | None | None |
| Issued Warrants Amount | \$ 5,863.51 | \$ 2,201.04 | \$ - |
| Direct Deposits (a)(e) | 49,533.52 | 49,935.05 | 49,773.22 |
| CalPERS Direct Deposit (b) | 55,412.57 | \$ - | |
| CalPERS Direct Deposit (c) | 15,732.83 | \$ 7,618.42 | |
| Payroll taxes (d) | 10,332.36 | 10,774.20 | - |
| Total Amount | \$ 136,874.79 | \$ 70,528.71 | \$ 49,773.22 |
| Note (a) - Employees / Council Members / Commissioners | | | |
| Note (b) - Payments for CalPERS medical insurance | | | |
| Note (c) - Payments for CalPERS retirement contributions | | | |
| Note (d) - Federal and State payroll taxes | | | |
| Note (e) - Employees received on 7/2/2020, Bank held money form 6/30/2020 to 7/2/2020 | | | |

CITY OF CUDAHY
Cash and Investment Report by Fund June 2020

| | July 1, 2019 | Inflow YTD | Outflow YTD | June 30, 2020 | Receipts June 2020 | Disbursements June 2020 |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|----------------------------|
| 001 General Fund | 2,895,777.84 | 7,681,345.66 | 8,382,570.62 | 2,194,552.88 | 550,029.86 | 781,623.61 |
| 201 State Gas Tax | 631,966.22 | 1,086,575.70 | 762,793.21 | 955,748.71 | 87,572.32 | 67,917.32 |
| 235 Other Grants | (162,526.63) | 699,261.04 | 623,537.17 | (86,802.76) | 20,900.46 | - |
| 240 Prop 1 B - Local Street Improv. | 84,079.95 | 1,506.37 | 1.08 | 85,585.24 | - | - |
| 251 Prop C | 443,401.66 | 443,480.61 | 339,553.62 | 547,328.65 | 27,856.38 | 21,529.61 |
| 252 Prop A | 702,029.88 | 529,920.94 | 606,901.33 | 625,049.49 | 33,583.20 | 8,182.01 |
| 253 Measure R | 1,359,519.99 | 345,333.33 | 103,360.92 | 1,601,492.40 | 20,768.86 | 4,969.52 |
| 254 Measure M | 609,897.73 | 342,889.74 | 43,151.12 | 909,636.35 | 23,557.79 | - |
| 255 TDA | - | - | - | - | - | - |
| 257 AQMD | 75,845.82 | 32,615.06 | 16,667.57 | 91,793.31 | - | 1,256.37 |
| 260 Used Oil | 1.43 | 0.04 | - | 1.47 | - | - |
| 261 California Beverage Container | 6,473.27 | 115.98 | 0.08 | 6,589.17 | - | - |
| 265 Recycling Grant | 14,755.67 | 264.36 | 0.19 | 15,019.84 | - | - |
| 270 C.O.P.S | 80,409.13 | 157,947.37 | 81,856.25 | 156,500.25 | - | 5,099.95 |
| 280 County Park Bond | 27,073.98 | 530.20 | 0.47 | 27,603.71 | - | - |
| 300 CAL Home | 99,857.20 | 7,138.80 | 1.30 | 106,994.70 | - | - |
| 350 Street Lighting Fund | (38,072.01) | 83,444.40 | 99,176.66 | (53,804.27) | 1,803.47 | 7,544.01 |
| 390 Quimby Act Fund | 64,976.64 | 1,164.12 | 0.84 | 66,139.92 | - | - |
| 510 CDBG | (82,014.14) | 468,513.52 | 490,373.28 | (103,873.90) | 157,742.00 | 65,744.85 |
| 515 Federal STPL | 803,956.50 | 14,368.92 | 2,848.31 | 815,477.11 | - | - |
| 610 Successor Agencies | 5,584,480.82 | 2,262,779.10 | 3,386,640.65 | 4,460,619.27 | 1,064,314.10 | - |
| 710 Youth Foundation | 12,813.18 | 14,001.18 | 5,894.41 | 20,919.95 | - | - |
| 730 Refuse Assessment | - | 430,252.03 | 424,600.21 | 5,651.82 | 5,917.99 | 49,675.87 |
| | <u>13,214,704.13</u> | <u>14,603,448.47</u> | <u>15,369,929.29</u> | <u>12,448,223.31</u> | <u>1,994,046.43</u> | <u>1,013,543.12</u> |
| LAIF- CITY | 5,984,107.03 | 2,623,017.62 | 1,000,000.00 | 7,607,124.65 | - | - |
| Wells Fargo | 7,230,597.10 | 15,723,385.75 | 18,112,884.19 | 4,841,098.66 | 1,994,046.43 | 1,013,543.12 |
| TOTAL | <u>13,214,704.13</u> | <u>18,346,403.37</u> | <u>19,112,884.19</u> | <u>12,448,223.31</u> | <u>1,994,046.43</u> | <u>1,013,543.12</u> |

Total cash disbursements per May and Payroll Reports

| | |
|--|---------------------|
| AP disbursements | 761,457.94 |
| Payroll - June 4, 2020 | 136,874.79 |
| Payroll - June 18, 2020 | 70,528.68 |
| Payroll - June 28, 2020 | 49,773.22 |
| Sub-Total | <u>1,018,634.63</u> |
| Add: Total Bank charges in June 2020 | 247.60 |
| Subtract: Checks held at 6/30/2020 | (7,025.00) |
| Add: Credit card charge - Insurance | 1,685.89 |
| Total Cash Disbursements per June Cash & Investment Report | <u>1,013,543.12</u> |

City of Cudahy

Summary of Cash Receipt/Disbursement by Month - FY 2019-20

| Date | All Funds | |
|----------------|--------------------|------------------|
| | Cash Receipts | Disbursement |
| July 2019 | \$ 941,452.89 | 1,457,035.28 (a) |
| August 2019 | 853,284.53 | 1,163,911.34 (b) |
| September 2019 | 630,557.64 | 2,788,258.46 (c) |
| October 2019 | 1,039,549.28 | 1,094,154.20 |
| November 2019 | 1,129,199.54 (d) | 839,527.34 |
| December 2019 | 1,169,820.86 | 2,879,103.92 |
| January 2020 | 3,371,576.13 (e,f) | 719,097.08 |
| February 2020 | 1,145,152.26 | 1,044,722.67 |
| March 2020 | 701,012.42 | 1,138,188.84 |
| April 2020 | 1,076,894.04 | 1,174,140.46 |
| May 2020 | 1,845,621.31 (g) | 1,352,965.29 |
| June 2020 | 1,994,046.43 | 1,013,543.12 |
| Total: | \$ 15,898,167.33 | 16,664,648.00 |

Note (a) - City liab. and workers comp insurance, and PERS unfunded pension liab.

Note (b) - Design cost for Atlantic Blvd and 2 sheriff payments

Note (c) - Successor Agency Debt Service Payment

Note (d) - Prop A exchange

Note (e) - Return of funds relating to 2018 Tax Allocation Bonds for future distribution by County

Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu

Note (f) - Bi-annual motor-vehicle-in-lieu and ROPS bond payoff

Note (g) - Bi-annual motor-vehicle-in-lieu

| Date | General Fund | |
|--------------------|------------------|------------------|
| | Cash Receipts | Disbursement |
| July 2019 | \$ 1,866,520.76 | 2,435,791.50 (1) |
| August 2019 | 523,008.55 | 944,706.98 (2) |
| September 2019 | 344,846.17 | 1,093,211.56 (3) |
| October 2019 | 543,373.98 | 417,913.40 |
| November 2019 | 909,708.61 (4) | 756,296.87 |
| December 2019 | 402,756.90 | 595,653.85 |
| January 2020 | 1,935,550.47 (5) | 424,124.13 |
| February 2020 | 615,691.04 | 509,201.42 |
| March 2020 | 379,107.08 | 778,915.72 |
| April 2020 | 582,851.08 | 864,621.79 |
| May 2020 | 1,621,354.21 (5) | 1,011,798.85 |
| June 2020 | 550,029.86 | 781,623.61 |
| Total: | \$ 10,274,798.71 | 10,613,859.68 |
| Average Per Month: | 856,233.23 | 884,488.31 |

Note (1) - City liab. & workers comp insurance, and PERS unfunded pension liab.,

Note (2) - 2 sheriff payments

Note (3) - Virtual City Hall Software first installment

Note (4) - Prop A Exchange

Note (5) - Bi-annual motor-vehicle-in-lieu

City of Cudahy

Summary of Cash Receipt/Disbursement by Month - FY 2018-19

| Date | All Funds | |
|----------------|------------------|------------------|
| | Cash Receipts | Disbursement |
| July 2018 | 691,772.52 | 923,546.53 |
| August 2018 | 600,224.95 | 1,355,964.47 (a) |
| September 2018 | 671,668.80 | 3,057,462.54 (b) |
| October 2018 | 810,382.01 | 645,124.72 |
| November 2018 | 522,560.70 | 1,549,730.19 (c) |
| December 2018 | 1,121,529.12 (d) | 424,080.59 |
| January 2019 | 3,785,470.66 (e) | 1,208,844.24 (f) |
| February 2019 | 674,683.44 | 724,770.19 |
| March 2019 | 687,121.16 | 1,074,540.91 (g) |
| April 2019 | 1,256,634.02 (h) | 902,870.53 |
| May 2019 | 3,908,451.88 (i) | 895,863.14 |
| June 2019 | 1,449,768.63 | 991,353.76 (j) |
| Total: | 16,180,267.89 | 13,754,151.81 |

Note (a) - City liab. and workers comp insurance, general plan update, and PERS unfunded pension liab.

Note (b) - Debt service payment and 2 sheriff payments

Note (c) - Prop A exchange and 2 sheriff payments

Note (d) - Prop A exchange and refuse assessment

Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu

Note (f) - 2 sheriff payments, refuse collection, and Maywood police dept furniture

Note (g) - Debt service payment

Note (h) - Cannabis fees, annual franchise fees, and refuse collection

Note (i) - Bi-annual motor-vehicle-in-lieu and ROPS bond payoff

Note (j) - Refuse collection, PARS - OPEB and Retirement Trust

| Date | General Fund | |
|--------------------|------------------|------------------|
| | Cash Receipts | Disbursement |
| July 2018 | 458,761.50 | 736,296.50 |
| August 2018 | 303,501.54 | 1,186,595.26 (1) |
| September 2018 | 336,600.23 | 954,388.46 (2) |
| October 2018 | 403,268.29 | 480,417.07 |
| November 2018 | 274,143.29 | 871,293.61 (3) |
| December 2018 | 686,428.02 | 305,478.17 |
| January 2019 | 1,894,263.76 (4) | 871,964.95 (5) |
| February 2019 | 389,638.59 | 298,175.33 |
| March 2019 | 414,938.14 | 603,339.22 |
| April 2019 | 790,947.57 (6) | 784,443.47 |
| May 2019 | 1,718,423.49 (7) | 530,576.27 |
| June 2019 | 430,702.05 | 747,904.92 (8) |
| Total: | 8,101,616.47 | 8,370,873.23 |
| Average Per Month: | 736,510.59 | 760,988.48 |

Note (1) - City liab. & workers comp insurance, PERS unfunded pension liab., and general plan update

Note (2) - 2 sheriff payments

Note (3) - 2 sheriff payments

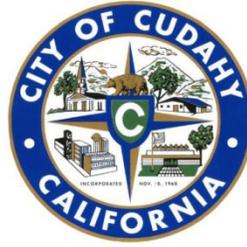
Note (4) - Bi-annual motor-vehicle-in-lieu

Note (5) - 2 sheriff payments and Maywood police dept furniture

Note (6) - Cannabis and annual franchise fees

Note (7) - Bi-annual-motor-vehicle-in-lieu

Note (8) - Payments to PARS Trust Fund (OPEB & Retirement)



Item Number 13C

STAFF REPORT

Date: September 1, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Henry Garcia, Interim City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk

Subject: **Consideration to Review and Approve the Draft Minutes of August 18, 2020, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission**

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for August 18, 2020.

BACKGROUND / ANALYSIS

Historically

The Municipal Clerk is one of the oldest professions in government, dating back to 1272 A.D., originating in England. The record keeper then was called Remembrancer, an English official whose job was to remind the Lord Treasurer and Barons of Court, of business pending.

Years later, in the 1600s, when early colonists came to America, the office of the Clerk was one of the first offices to be established. Over the years, the City Clerk's office has become the core for local government, and the liaison to the residents of the Community. The Municipal Clerk (City Clerk) is the record keeper of a City's recorded history.

William Bennett Munro, a Canadian historian, and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: "No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager (when there is one), and all administrative departments,

without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

Moving forward to the present time, the City Clerk's office today is generally responsible for keeping a record of City Council meetings; agreements; recordings of official documents; legal advertisements; municipal elections; commissions and committees current files; claims against the city; and other legal or official documents.

City Clerks in General Law cities are required to keep a record (minutes) of the proceedings of Council meetings (Government Code Sections 36814 and 40801). Minutes are the official record of a meeting which provides a history of the Council's decisions and actions.

CONCLUSION

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of August 18, 2020 City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

- A. Draft Minutes August 18, 2020
- B. Resolution No. 16-38, approving the City Clerk's use of Summary Action Minutes as the Official Record of the City Council proceedings.

MINUTES

**CUDAHY CITY COUNCIL REGUAR MEETING and
CITY OF CUDAHY AS SUCCESSOR AGENCY and
HOUSING SUCCESSOR AGENCY TO THE CUDAHY
DEVELOPMENT COMMISSION JOINT MEETING**

August 18, 2020 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Alcantar called the meeting to order at 6:35 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Garcia (arrived at 6:40 p.m.)
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez (arrived at 6:45 p.m.)
Mayor / Chair Alcantar

ABSENT: None

ALSO PRESENT: Interim City Manager Henry Garcia, City Attorney, Victor Ponto, Deputy City Attorney, Stephanie Arechiga, Human Resources Manager, Jennifer Hernandez, Assistant City Clerk, Richard Iglesias, Finance Director, Steven Dobrenen, and Parks and Recreation Coordinator, Victor Santiago.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Lozoya.

4. PRESENTATIONS - NONE

5. CLOSED SESSION PUBLIC COMMENTS – NONE

6. CLOSED SESSION

DELIBERATING AS CUDAHY SUCCESSOR AGENCY

A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 1 Elizabeth Street Residential Property
5256 Elizabeth Street APN: 6224-001-014
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer

Under Negotiation: Price and Terms

B. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 2 Atlantic Avenue/Santa Ana Street Commercial Property
4734 Santa Ana Street APN: 6224-018-008
8110 South Atlantic Avenue APN: 6224-018-071
8100 South Atlantic Avenue APN: 6224-018-068
Santa Ana Street APN: 6224-018-070
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

C. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 3 Santa Ana Street Residential Property
4610 Santa Ana Street APN: 6224-019-014

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 4 Atlantic Avenue/Cecilia Street Commercial Property
8135 South Atlantic Avenue APN: 6224-022-001
4629 Cecilia Street APN: 6224-022-004
8201 South Atlantic Avenue APN: 6224-022-002
8221 South Atlantic Avenue APN: 6224-022-012
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 5 Atlantic Avenue/Patata Street Commercial Property
4819 Patata Street APN: 6224-034-014

8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040
Patata Street APN: 6224-034-041

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 6 Atlantic Avenue/Clara Street Commercial Property
4613 Clara Street APN: 6226-022-002
7660 South Atlantic Avenue APN: 6226-022-008
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020
7638 South Atlantic Avenue APN: 6226-022-023
7644 South Atlantic Avenue APN: 6226-022-022
No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

G. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Properties:

– 8100 Atlantic Ave., 4720 Santa Ana St., 8110 Atlantic Ave., 4734 Santa Ana St. (APN 6224-018-068, 069, 070, 071, 008)
– 8135 Atlantic Ave., 4629 Cecilia St., 8201 S. Atlantic, 4633 Cecilia St., 8221 S. Atlantic Ave. (APN 6224-022-001, 004, 002, 003, 012)
– 4819 Patata, 8420 S. Atlantic Ave. (APN 6224-034-014, 032, 040, 041)
– 4613/4615 Clara St., 7630 Atlantic Blvd., 7660 Atlantic Blvd., 7638 Atlantic Blvd., 7644 Atlantic Blvd. (APN 6226-022-002, 019, 020, 008, 021, 022, 023, 024)
– 4610 Santa Ana St. (APN 6224-019-014)

City Negotiators: Interim City Manager, Henry Garcia and City Attorney
Negotiating Parties: Cudahy LF, LLC
Under Negotiation: Price and terms of payment

DELIBERATING AS CITY COUNCIL

H. Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to discuss existing litigation – Cudahy Citizens v. City of Cudahy, et al. (Case No. BS174212)

I. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – One Matter

7. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney Victor Ponto reported that item I was resolved with no reportable action. Regarding items A-H, direction was received, counsel was given, no further reportable action.

Counsel was given for each item, direction was received, no further reportable actions.

8. PUBLIC COMMENTS

Omar Castro, commented on the street's lack of cleanliness, noting that there has been increased debris due to the oversaturation of parked vehicles as well as trash citywide. He further commented on where he could find information on cannabis permits, as well as how permitted companies received those permits. He commented on his interest in making a marijuana dispensary in Cudahy and concluded his comments by asking why he could not obtain a permit to establish a dispensary in the City.

9. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS

Vice Mayor Gonzalez, thanked all in attendance and announced the backpack giveaway as well as commented on the steps the City has taken to address COVID concerns. He further commented on the cities long term transportation projects such as eco-rapid project.

Mayor Alcantar, announced the backpack giveaway as well as other resources that she is coordinating with Speaker Anthony Rendon's office. She further urged residents to participate in the 2020 Census.

10. CITY MANAGER REPORT (information only)

11. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE

12. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

13. CONSENT CALENDAR (COUNCIL MEMBER GUERRERO PULLED ITEMS A-C FOR DISCUSSION)

- A. Consideration to Review and Approve the Draft Minutes of July 14, 2020 and August 4, 2020, for the Special and Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the Assistant City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for July 14, 2020 and August 4, 2020.

Motion: It was motioned by Mayor Alcantar and seconded by Vice Mayor Gonzalez to review and approve the City Council / Successor Agency Draft Minutes for July 14, 2020 and August 4, 2020. The motion carried (4-0-1) by the following roll call vote:

AYES: Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None

ABSENT: Garcia
ABSTAIN: None

B. Update on available rental assistance programs for City of Cudahy residents

Presented by the Human Resources Manager

The City Council is requested to receive and file this report as an update on available rental assistance programs for the City of Cudahy (City) residents.

Motion: It was motioned by Council Member Guerrero and seconded by Mayor Alcantar to receive and file this report as an update on available rental assistance programs for the City of Cudahy (City) residents as well as direct staff to 1.) post the announcement on the city website, be explicit that the program is for one month's rent, up to \$1,600, and 3.) program ranges from September 1 – September 30. The motion carried (5-0-0) by the following roll call vote:

AYES: Garcia, Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: None
ABSTAIN: None

14. PUBLIC HEARING - NONE

15. BUSINESS SESSION

A. Consideration and Approval of the Second Amendment to Contract Services Agreement between the City of Cudahy and Hilda del Socorro Estrada for Spanish Language Interpreter/Translator/Transcriber Services

Presented by the City Manager

The City Council is recommended to approve the Second Amendment to Contract Services Agreement between the City of Cudahy ("City") and Hilda del Socorro Estrada ("Ms. Estrada") for Spanish Language Interpreter/Translator/Transcriber Services, these cost for these services have were included in the 2020-2021 approved City budget.

Motion: It was motioned by Council Member Guerrero and seconded by Council Member Lozoya to approve the Second Amendment to Contract Services Agreement between the City of Cudahy ("City") and Hilda del Socorro Estrada ("Ms. Estrada") for Spanish Language Interpreter/Translator/Transcriber Services and direct staff to go back to service provider to renegotiate terms to \$200.00 per hour beginning 6:30 p.m., capped at \$800.00 per meeting. The motion did not carry (2-3-0) by the following roll call vote:

AYES: Guerrero, Lozoya
NOES: Guerrero, Gonzalez, and Alcantar
ABSENT: None
ABSTAIN: None

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to approve the Second Amendment to Contract Services Agreement between the City of Cudahy ("City") and Hilda del Socorro Estrada ("Ms. Estrada") for Spanish Language

Interpreter/Translator/Transcriber Services. The motion carried (3-0-0) by the following roll call vote:

AYES: Garcia, Gonzalez, and Alcantar
NOES: None
ABSENT: None
ABSTAIN: Guerrero and Lozoya

B. Consideration to Approve a Professional Services Agreement (PSA) with the Human Services Association (HSA) to Provide a Care Manager for Senior Services for Fiscal Year (FY) 2020 - 21

Presented by the Parks and Recreation Coordinator

The City Council is requested to approve a Professional Services Agreement (PSA) between the City and Human Services Association (HSA) to provide a part-time care manager for services to Cudahy senior citizens during Fiscal Year (FY) 2020-21, with a not to exceed limit of \$20,000.

Motion: It was motioned by Mayor Alcantar and seconded by Vice Mayor Gonzalez to approve a Professional Services Agreement (PSA) between the City and Human Services Association (HSA) to provide a part-time care manager for services to Cudahy senior citizens during Fiscal Year (FY) 2020-21, with a not to exceed limit of \$20,000. The motion carried (5-0-0) by the following roll call vote:

AYES: Garcia, Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: None
ABSTAIN: None

16. COUNCIL DISCUSSION - NONE

17. ADJOURNMENT

The City Council / Agency meeting was adjourned at 9:35 p.m.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

RESOLUTION NO. 16-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING THE CITY CLERK'S USE OF SUMMARY ACTION MINUTES AS THE OFFICIAL RECORD OF THE MEETINGS OF THE CITY COUNCIL OF THE CITY OF CUDAHY

WHEREAS, pursuant to Section 2.20.010(1) of the Municipal Code of the City of Cudahy, the City clerk is required to perform such duties as are set forth in the Government Code and in the City's Municipal Code and as the City Council from time to time shall direct or authorize; and

WHEREAS, under Government Code Section 40801, the City Clerk is tasked with keeping accurate records of the proceeding of the legislative body; and

WHEREAS, pursuant to Government Code Section 36814, the City Council shall cause the City Clerk to keep a correct record of its proceedings;

WHEREAS, the City Clerk currently prepares and keeps full written minutes of the City Council's meetings and proceedings; and

WHEREAS, instead of summary minutes, the City Council now wishes for the City Clerk to prepare and keep summary action minutes as the official record of its meetings or proceedings; and

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

SECTION 2. The City Council hereby approves the use of summary action minutes as the official record of its meetings or proceedings in lieu of full form written minutes.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 12th day of December, 2016.



Baru Sanchez
Mayor

ATTEST:



Richard Iglesias
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-38 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 12th day of December, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES: Garcia, Markovich, Hernandez, Sanchez

NOES: None

ABSENT: None

ABSTAIN: Guerrero



Richard Iglesias
Deputy City Clerk



Item Number 13D

STAFF REPORT

Date: September 1, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Henry Garcia, Interim City Manager/Executive Director
By: Brenda Rodríguez, Administrative Analyst

Subject: Adoption of a Second Amendment Agreement for Street Sweeping Services, Amending the Current Scope of Work and Compensation

RECOMMENDATION

The City Council is requested to review and approve the proposed Second Amendment Agreement with Nationwide Environmental Services (NES) for Street sweeping Services, amending Section 2 (scope of work), and Section 3 (compensation).

BACKGROUND

1. On March 6, 2012, Contractor and City entered into an Agreement for Street Sweeping Services and
2. On July 1, 2016, city council or the City amended the master agreement's compensation and termination clause and
3. On July 1, 2019, per the Street Sweeping Agreement, Section 1.6, the City of Cudahy agreed and accepted NES' petition for an adjustment to the rates for an extraordinary increase above and beyond the automatic CPI adjustment. The curb per mile will increase by 6% to a new curb mile rate of \$30.40.

ANALYSIS

Changes to the street sweeping schedule were initiated per public requests and City Council recommendations.

In June 2020, city staff had initial meetings with Nationwide to discuss the possibility and logistics of changing street sweeping hours from night to daytime. Items discussed included:

- Coordination with trash pick-up days
- Accommodating school schedules
- Increase cost
- An additional day of sweeping
- Traffic delays / increased traffic
- Increased pedestrian presence
- Comparison to surrounding cities
- Community Outreach

Subsequent meetings in June and July 2020 included details of the initial issues such as:

- Changing Street sweeping hours to alternate sides of the streets Monday and Tuesdays between 8:30 a.m. – 1:30 p.m. would accommodate trash pick-ups and school schedules, which is more consistent with surrounding cities.
- The increased cost due to an additional day of sweeping is nominal (Attachment C).

Based on community feedback, comparisons to other municipalities in Los Angeles County, Council suggestions, and multiple staff meetings, the current street sweeping schedule is neither consistent with surrounding communities nor beneficial to the community.

The current schedule is as follows:

- Residential sweeping - Monday and Thursdays between 12:00 a.m. – 7:00 a.m.
- Arterial & Median - Monday and Thursdays between 1:00 a.m. – 5:00 a.m.

The Proposed schedule would be:

- Residential - Monday and Thursdays between 8:30 a.m.- 1:30 p.m. on alternate sides of the street.
-
- Arterial & Median - Monday and Thursdays between 1:00 a.m. – 5:00 a.m.

Changes to the route would be beneficial to the community. The revised street sweeping schedule enhances City's cleanliness, reduces debris, and ensures the City is compliant with the National Pollutant Discharge Elimination System (NPDES) guidelines. Vehicles are currently not allowed to park on the streets city-wide on Mondays between 12 a.m. – 7 a.m. to ensure

sweepers effectively clean City streets.

Nighttime street sweeping can cause distress on residents as to where to leave their cars on Mondays. Many residents travel to other cities late at night under unsecured circumstances to not receive a citation; others accept the ticket making it impossible for the street sweeper to clean the streets effectively. Therefore, changes to the street sweeping route would allow street sweeping to proceed appropriately and provide residents a safe alternative to parking during street sweeping times.

Street sweeping would be conducted on alternate sides of the streets Monday and Tuesdays between 8:30 a.m. – 1:30 p.m. allowing residents to buy a parking permit for parking overnight Monday through Sunday abiding by the new street sweeping schedule.

City signage will be updated to reflect the need for a parking permit and new street sweeping hours. The updating of signs were budgeted in the Gas Tax special revenue fund. The new signage would be available in 3-4 weeks, in which City staff can install new signage in approximately 6-8 weeks. The signage posting process would take a total of 8-10 weeks.

Concurrently, as the new signs are installed there will be an outreach effort to inform residents of parking program changes. The City will conduct a three-month campaign to inform residents of parking changes through social media (Instagram, Facebook, Twitter), the city website, physical distribution of information sheets, electronic message boards, and informational signage at all City Hall facilities. New street sweeping changes are set to take effect on November 30th, 2020.

CONCLUSION

City Council is recommended to approve the proposed Second Amendment Agreement with Nationwide Environmental Services (NES) for Street sweeping Services.

FINANCIAL IMPACT

There are two components to the financial impact of this amendment to the contract.

1. Signage -Staff has estimated the cost of new signage to be \$6,000. This cost was budgeted in the Gas Tax Fund of the adopted FY 2020-2021 City-Wide budget. Accordingly, no additional expenses would be incurred for updated signs relating to street sweeping.

2. Cost Difference – The change in current cost per CLM is from \$30.40 to \$32.38. This cost is associated with a change in scope due to the addition \ day, increased traffic, and increased pedestrian presence. Based on an agreed upon estimated 30 CLM per sweeping cycle and two sweeping cycles per week cost difference in street sweeping expenses is \$3,724 for the remainder of the fiscal year (\$532 a month for seven months). Calculations of cost and cost differences are attached. The cost difference of \$3,724/ year was not budgeted for FY 2020-2021. However, the City has negotiated a copier lease for an annual amount of at least \$4,000 less than was budgeted The increased expense of \$3,724 for street sweeping will be covered by the savings created in the General Fund on a newly entered copier lease.

ATTACHMENT

- A. Master Agreement, Request for Proposal, First Amendment, Including Exhibits for Street Sweeping Services
- B. Second Amendment Agreement with Nationwide Environmental Services
- C. Calculations of Cost and Cost difference

Exhibit A



AGREEMENT FOR STREET SWEEPING SERVICES

THIS AGREEMENT FOR STREET SWEEPING SERVICES ("Agreement") is made and entered into this 6th day of March 2012 (hereinafter, the "Effective Date"), by and between the City of Cudahy, a municipal corporation ("CITY") and Nationwide Environmental Services, a div. of Joe's Sweeping, Inc. California corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement City and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

WHEREAS, the CITY desires to contract for street sweeping services and CONTRACTOR desires to provide the Services to the CITY in accordance with this Agreement; and

WHEREAS, CITY has determined that CONTRACTOR possesses the skills, experience and resource capacity to under the services contemplated under this Agreement in a competent, skillful and cost-effective manner; and

WHEREAS, the Parties hereto desire to enter this Agreement in the best interests of the CITY to provide clean and well maintained streets.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.

ENGAGEMENT TERMS

1.1 **SCOPE OF WORK:** The CONTRACTOR will provide all of the Services to the CITY in accordance with this Agreement.

- A. The CONTRACTOR shall provide street sweeping services and other related services and tasks as detailed in the CITY's Request for Proposals/Street Sweeping Services dated as of November 4, 2011 (the "RFP") (Exhibit "A"), CONTRACTOR's November 22, 2011 response proposal entitled "City of Cudahy Street Sweeping Proposal" (the "Proposal") (Exhibit "B"), and the attached maps illustrating the day and time of scheduled sweeping for all CITY streets, medians and centerlines (Exhibit "C"). For purposes of this Agreement, the various services, tasks and operational requirements set forth in Exhibits A, B and C may be referred to collectively as the "Base Scope Services". For the purposes of this Agreement the aforementioned any or all of the individual services and tasks set forth in the Base Scope Services may be referred to individually or collectively by the capitalized term "Work". The Base Scope of Services and the Work are inclusive of all labor, materials, tools, supplies, equipment, subsidiary services and tasks and incidental and customary work necessary to competently perform and timely complete the primary services and tasks set forth in the Scope of Services.
- B. Section 1.1(A) notwithstanding, the Base Scope of Services shall not be deemed to include those specific additional services indicated under page the heading "Additional Sweeping Items" on page 14 of Exhibit B (such non-included services and tasks hereinafter, referred to as the "Supplemental As-Needed Services"). CITY may from time-to-time, as needed require the performance of the Supplemental As-Needed Services or the performance of other services and tasks not specifically set forth under the Scope of Services. For purposes of this Agreement all such additional or supplemental services, including but not limited to, the Supplemental As-Needed Services, may be referred to collectively by the capitalized term "Additional Services".

C. Street sweeping shall not be performed on the following federally recognized holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day-July 4th
Labor Day (first Monday in September)
Thanksgiving Day
Day After Thanksgiving
Christmas Day

1.2 **TERM:** This Agreement shall have a term of seven (7) years commencing from the Effective Date ("Term"). Following the conclusion of the Term, the Agreement shall renew automatically, on the first day of each City Fiscal Year beginning after the expiration of the Term, for a maximum of three (3) one-year extension terms unless prior to the expiration of the Term or any extension term CITY provides CONTRACTOR with written notice of its intent not to renew the Agreement or unless the Agreement is otherwise terminated as provided under Article V of this Agreement. CITY shall provide ninety (90) days written notice to CONTRACTOR prior to the expiration of the initial Term or any subsequent extension term of its intent not to renew the Agreement. CONTRACTOR shall commence with the performance of the Work under this Agreement upon the issuance of a written notice to proceed by the City Representative.

1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Base Scope of Services in accordance with the compensation schedule set forth under the heading "Routine Sweeping Maintenance" of page 15 of the Proposal (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation for the performance of the services and tasks that comprise the Base Scope of Services shall not exceed the aggregate sum of ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000.00) per City Fiscal Year (hereinafter, the "Not-to-Exceed Sum") through the Term of this Agreement. CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. For purposes of this Agreement the capitalized term "City Fiscal Year" means the period of time commencing on July 1st of each calendar year and ending on June 30th of the calendar year immediately following.
- C. To the extent CONTRACTOR requests the performance of any Supplemental As-Needed Services, CONTRACTOR shall be compensated for such services in accordance with the rate schedule set forth under the heading "Additional Sweeping items" on page 16 of the Proposal. Additional Services, other than the Supplemental As-Needed Services shall be billed to CONTRACTOR on a time and materials basis applying CONTRACTOR'S standard rate schedule at the time the request for such Additional Services is made. The City Representatives shall be authorized to request up to THIRTY THOUSAND DOLLARS (\$30,000.00) in the aggregate per City Fiscal Year in Additional Services (including Supplemental As-Needed Services). Any single expenditure for Additional Services that is in excess of \$30,000.00 or that would otherwise cause the total expenditure on Additional Services to exceed \$30,000.00 in a single City Fiscal Year shall first require the approval of the City Council. Any Additional Services requested by CITY shall be requested by way of a written work order and notice to proceed signed by a City Representatives or in the case of expenditures that exceed the City Fiscal Year expenditure limits, signed by both the Mayor and the City Manager.
- D. CONTRACTOR shall not, nor shall it permit any agent, employee, or subcontractor employed by it to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for the sweeping of streets as defined, except such compensation as provided by this Agreement.

1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit an invoice to City setting forth CONTRACTOR's charges for all services and tasks actually and satisfactorily performed by

CONTRACTOR during the recently concluded calendar month under the Base Scope of Services and for any Additional Services actually requested by CITY. CONTRACTOR invoices shall state the area swept by route and the number of curb line miles swept thereon along with the applicable rate as well as the performance of any other services billable as part of the Base Scope of Services. To the extent the invoice includes charges for Additional Services, the invoice must state: the type of Additional Services performed and the rate of compensation associated with each category of Additional Work performed and the name of the authorized City Representative who requested the service. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 AUTOMATIC RATE ADJUSTMENTS: Commencing July 1, 2013 and annually on July 1st of each calendar year thereafter, the Approved Rate Schedule and all other rates for Supplemental As-Needed Services set forth under page 15 of the Proposal shall increase automatically by an amount equal to the lesser of (i) the percentage change in the January Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County Area, All Items, as published by the United States Department of Labor ("CPI") or (ii) three percent (3%). In the event the percentage change in the CPI is zero or less, then the rates shall remain unchanged.

1.6 EXTRAORDINARY RATE ADJUSTMENTS:

- A. CONTRACTOR may from time to time petition the City for a supplemental adjustment to the rates set forth under the Approved Rate Schedule or under the rate schedule applicable to Supplemental As-Needed Service that is above and beyond the automatic adjustment set forth under Section 1.5, above, to reasonably offset significant and material increases in CONTRACTOR's operating costs, which are attributable to extraordinary and unforeseen changes in federal, state, or local laws or regulations that are adopted after the execution of this Agreement, and those that are related to increases in tipping fees and fuel charges. Any such supplemental rate adjustment shall hereinafter be referred to as an "Extraordinary Adjustment". Such Extraordinary Adjustments shall be reviewed by the City Representatives on a case-by-case basis and evaluated in accordance with the unique and compelling facts and circumstances surrounding the request.
- B. No Extraordinary Adjustments shall be requested or granted prior to July 1, 2014 and no such requests shall be submitted within six (6) months from the last automatic rate increase set forth under Section 1.5. Any Extraordinary Increase granted by the City Representatives shall take effect on July 1st of the City Fiscal Year immediately following the City Fiscal Year in which the written request for an Extraordinary Increase was submitted to the City Representatives. CONTRACTOR may not petition for an Extraordinary Adjustment more than one (1) time in a given City Fiscal Year. If CONTRACTOR is granted an Extraordinary Adjustment, CONTRACTOR shall be prohibited from submitting a petition for another Extraordinary Adjustment during the City Fiscal Year in which the most recent Extraordinary Adjustment took effect.
- C. A petition for an Extraordinary Adjustment shall include sufficient documentation for the City Representatives to find that there is clear and convincing evidence to support the Extraordinary Adjustment petitioned for or any lesser amount supported by the evidence. Such documentation shall include a brief written summary explaining the nature of the extraordinary cost which Contractor seeks to recover, and the manner and method by which Contractor's increase calculations have been arrived at. Such documentation shall be accompanied by the following:
 - i. True and correct copies of all legislation, administrative orders or other governmental documents evidencing the legislative or regulatory change or increases in tipping fees and fuel charges that give rise to a significant and material increase in operating costs;
 - ii. A suitably detailed financial analysis which demonstrates the degree to which the legislative and/or regulatory change has caused a significant and material increase in operating costs;
 - iii. Such other documentation, data and/or information as the City Representatives deem reasonably necessary in order to evaluate the merit of CONTRACTOR's request and the accuracy of CONTRACTOR's proposed increase; and/or

iv. Evidence that new City-directed changes to street sweeping requirements have resulted in increased costs to the CONTRACTOR.

D. The City Representatives shall evaluate CONTRACTOR's petition and, in their sole and absolute discretion, may deny the request, approve the request as proposed and/or approve a modified adjustment amount and shall issue written notice of its decision to CONTRACTOR. The CONTRACTOR shall have three (3) CITY business days from the date of the written notice to submit a written objection to the City Representative's determination as to its Extraordinary Adjustment request. The City Representatives may revise their determination in light of CONTRACTOR's objection and, in such event, shall issue a new notice stating the revised determination. If the City Representatives reject the CONTRACTOR's objection or if the CONTRACTOR objects to any revised determination, the CONTRACTOR shall have three (3) CITY business days from the date of the rejection or the date of any notice of a revised calculation to submit a written request for an appeal to the City Council where the matter may be heard and where interested members of the public may submit comment in favor of or in opposition to the proposed Extraordinary Adjustment. The City Council, in its sole and absolute discretion, may approve the request as proposed, approve the request in modified form or deny the request. The appeal request shall state the basis for the appeal and shall include all supporting documentation in support of the CONTRACTOR's position. The City Council's decision on the appeal request shall be final and binding. All written objections and appeals requests shall be submitted to the City Representatives. The foregoing notwithstanding, in no event may CONTRACTOR be granted an Extraordinary Adjustment which, when added to the upcoming annual automatic adjustment set forth under Section 1.5, would cause rates to increase by more than six percent (6%) by the start of a given City Fiscal Year.

1.7 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.8 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Director of Community Services, (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Ani Samuelian, Vice President/Director, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 DEFICIENCIES: If the CITY Representatives or their designee determine that there are deficiencies in the performance of the Work contemplated under this Agreement, the City will provide a written notice to CONTRACTOR to correct the deficiencies within a specified time frame. The written notice shall consist of a description of the deficiency, the location, and the miles to be deducted from the day's performance of Services. Said specified time frame shall be reasonable as determined by CITY in order

to correct the deficiencies within said time frame. Notwithstanding this paragraph, CITY may terminate this Agreement as herein provided.

- 2.4 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.5 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.
 - G. CONTRACTOR's employees and agents (including but not limited to subcontractors) shall possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.
 - H. Employees driving CONTRACTOR's vehicles shall at all times possess and carry a valid State of California Driver's License for the appropriate type, size, weight and use of the vehicle operated by the CONTRACTOR's employee.
 - I. CONTRACTOR's employees shall conform to all City, County, State and Federal drug testing requirements.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.6 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.7 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.9 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.10 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, gender, gender identification, gender expression, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence or Three Million Dollars (\$3,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) per accident for bodily injury and property damage.
- C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than A:VIII. CITY may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR’S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR’s officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY’s financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR’s commencement of any work or any of the Work. Upon CITY’s written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

- 5.1 TERMINATION FOR CONVENIENCE: CITY may terminate this Agreement prior to the expiration of the initial Term at any time for convenience and without cause by giving CONTRACTOR a minimum of two (2) years prior written notice. In the event of such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been completed or performed by CONTRACTOR up to the effective date of the termination. Nothing in this Section shall be interpreted to require CITY to provide a minimum of one year's prior written notice for purposes of declining to extend the

Agreement beyond the initial Term or beyond the expiration of any subsequent one-year extension term; it shall suffice that CITY communicate its intention not to extend the Agreement for any subsequent extension term at any time prior to the expiration of the initial Term or prior to the expiration of any preceding one-year extension term. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may, to the extent applicable, require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable authorized cure period set forth under Sections 5.2.B and 5.2C below. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable authorized cure period or any extended cure period allowed under this Agreement. If this Agreement does not specify a period of time by which the performance of a particular duty, obligation, service or task to be performed by Contractor shall be considered untimely and thereafter become an Event of Default, the deadline period shall be deemed to be a period that is not more than fourteen (14) calendar days from the date of City's written demand that such duty, obligation, service or task be performed by Contractor.
- B. CONTRACTOR shall cure each of the following varieties of Events of Defaults within the following applicable cure periods:
- i. Within ten (10) calendar days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, certifications, plans, information, data, documentation or written work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the initial 10-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within ten (10) calendar days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely pay any sums owed to CITY under this Agreement. (CITY shall be under no obligation to consider or grant any extension of time for the payment of past due sums owed to CITY under this Agreement); or
 - iii. Within (10) calendar days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to procure or maintain the policies of insurance required under this Agreement or CONTRACTOR's failure to timely provide proof of such insurance to CITY as required under this Agreement (CITY shall be under no obligation to consider or grant any extension of time for any failure to procure or maintain required polices of insurance); or
 - iv. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

- C. Sections 5.2.A and 5.2.B of this Agreement notwithstanding, the Parties acknowledge, understand and agree that an Event of Default under this Agreement shall also include, but shall not be limited to the following specific varieties of default:
- i. CONTRACTOR's taking of the benefit of any present or future insolvency statute, or general assignment for the benefit of creditors, or CONTRACTOR's filing of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for CONTRACTOR's reorganization or the readjustment of CONTRACTOR's indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or CONTRACTOR's consent to the appointment of a receiver, trustee or liquidator of all or substantially all of CONTRACTOR's property; or
 - ii. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order shall be made approving a petition filed by any of CONTRACTOR's creditors or by any of the stockholders of CONTRACTOR, seeking CONTRACTOR's reorganization or the readjustment of its indebtedness under Federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
 - iii. 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 CONTRACTOR; or
 - iv. Becomes the subject of or a party to any regulatory enforcement action brought by any federal, State or local governmental agency in connection with its performance of street sweeping services under this Agreement; or
 - v. CONTRACTOR's failure to procure or maintain any and all licenses, permits or other like governmental authorizations required for CONTRACTOR to perform the street sweeping services contemplated under this Agreement.
- D. City shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, any Event of Default arising out of CITY's failure to timely pay any undisputed sums invoiced by CONTRACTOR shall be cured within ten (10) calendar days from the date CONTRACTOR issues written notice to CITY that an Event of Default has occurred; after such 10-day cure period the Event of Default shall constitute a breach of this Agreement.
- E. In addition to any other rights or remedies available to CITY under this Agreement, CITY, in its sole and absolute discretion, may also immediately suspend all or any portion of CONTRACTOR's performance under this Agreement for convenience, for cause or both by issuance of a notice of suspension ("Suspension Notice"). CITY may issue the Suspension Notice at any time. If CONTRACTOR's services are suspended for convenience, the total number of suspension days in a single City Fiscal Year may not exceed one hundred and twenty (120) days total and no single suspension may exceed a period of ninety (90) consecutive days. If CONTRACTOR's services are suspended for cause, such suspension shall be indefinite pending CONTRACTOR's cure of any and all outstanding Events of Default to the reasonable satisfaction of CITY or the termination of this Agreement by CITY, whichever occurs first. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise to such waiver, benefit, privilege or service.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the CITY may immediately terminate or suspend CONTRACTOR's performance under this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
- iii. Call upon any security procured by CONTRACTOR to secure CONTRACTOR's performance under this Agreement;
- iv. Withhold any sums owed CONTRACTOR and apply such sum to any delinquent sums owed to CITY by CONTRACTOR;
- v. Impose any liquidated damages authorized under this Article;
- vi. The CITY may proceed by appropriate court action to enforce or interpret the terms of the Agreement, to recover damages for CONTRACTOR's breach of the Agreement; or
- vii. The CITY may pursue any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

H. In the event CITY is in breach of this Agreement, CONTRACTOR's may pursue any and all remedies available to it at law or in equity.

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all complaint logs, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be

returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650
Attn: Ani Samuelian, Vice President/Director
Phone: (562) 860-0604
Fax: (562) 868-5726
Email: ani@nec-sweeping.com

CITY:
City of Cudahy
Community Services Department
5220 Santa Ana Street
Cudahy, CA 90201
Attn: Community Services Director
Phone: (323) 773-5143
Email: general@cityofcudahy.com

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY FREE TO CONTRACT WITH THIRD PARTIES:** Nothing in this Agreement shall be construed as conferring upon CONTRACTOR an exclusive franchise right to perform any of the services contemplated under this Agreement. At all times relevant under this Agreement, including during any period of suspension referenced under Section 5.2, above, CITY reserves the right to retain other contractors to perform work identical to work contemplated under this Agreement, including work affecting those areas of the City of Cudahy serviced by CONTRACTOR under this Agreement.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior

Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control. In the event of any conflict or inconsistency between the provisions of the RFP and the provisions of the Proposal, the provisions of the RFP shall supersede and control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CUDAHY:

By: _____
Hector Rodriguez, City Manager

**NATIONWIDE ENVIRONMENTAL SERVICES, A
DIV. OF JOE'S SWEEPING, INC. A CALIFORNIA
CORPORATION:**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

EXHIBIT A



CITY OF CUDAHY REQUEST FOR PROPOSALS STREET SWEEPING SERVICES

Sealed Proposals must be submitted by Tuesday, November 22, 2011, no later than 3 p.m. and marked to the Attention of the Deputy City Clerk Angela Bustamante. Any and all proposals submitted after the deadline will not be considered. Proposals will be immediately publicly opened at 3 p.m. prompt, on Tuesday, November 22, 2011.

REQUEST FOR PROPOSAL (RFP)

Consideration for the City Street Sweeping Contract will be conducted through a Request for Proposals; not an open bid.

DESCRIPTION OF DUTIES

The City Street Sweeping Contract will provide street sweeping services of all paved streets, street medians, cul-de-sacs, and street center-lines. All locations are within the city limits of the City of Cudahy. The contractor shall provide all labor, equipment, tools, fuel, materials, dumping, insurance, supervision, and all other items needed to deliver excellent street sweeping services.

PROPOSAL FORMAT

Your Proposal should be submitted in the following format:

- Section 1: Describe your firm, including your area of specialization; number of employees; prior experience performing similar services; current workload; Etc.
- Section 2: Describe your firm's or employee's experience working for or with municipal governments.
- Section 3: Describe how you typically communicate with City staff regarding your status. Please provide any report formats you currently use to keep City staff informed about the status.
- Section 4: Provide the names and backgrounds of the individuals who will be providing the actual services to the City. Include their prior experience providing sweeping services to municipalities and/or other previous experience working with municipalities.
- Section 5: Provide a total annual cost to perform the City's Street Sweeping Services for the activity levels described, as requested in the Proposal Form. This shall be the total amount payable to the Contractor by the City. Amount will be paid monthly. If activity levels exceed those described, the Contractor shall be entitled to additional compensation on a pro-rated basis. Annual CPI will be granted.
- Section 6: Provide any additional information you believe will be helpful to assist the review of your proposal. Include any attachments, exhibits or reports which you feel will help us to gain an understanding of your firm's ability to provide

service to the City of Cudahy. To be considered, proof and/or evidence of equipment in compliance with current regulations must be submitted.

Your Proposal must respond to and conform with the Street Sweeping Specifications (Included as Attachment 1), and the draft Service Agreement For Street Sweeping Services (included as Attachment 2).

SCHEDULE OF EVENTS

The following is the proposed schedule for the selection process:

- Request for Proposals (RFPs) mailed
- RFPs final submittal date
- Evaluation Period
- Contract approval
- Contract Commencement

MISCELLANEOUS PROVISIONS

The following meanings are attached to the following defined words when used in these specifications and the contract. The word "City" means the City of Cudahy, California. The word "Bidder", "Contractor", or "Firm" means the person, firm or corporation submitting a proposal to provide street sweeping services.

This Request for Proposal does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal.

The City reserves the right to cancel in part, or in its entirety, this Request for Proposal (RFP). Initial Contract Term – 1 to 5 year terms (City reserves the right to negotiate with contractor for longer term). Option to renew or extend the Contract is contingent upon negotiation.

Any changes to the Request for Proposal (RFP) requirements will be made by addendum. All addenda shall be signed by bidders and attached to the proposal. Failure to attach any addenda may render the proposal non-responsive and cause it to be eliminated from consideration.

All responses to the Request for Proposal (RFP) become the property of the City of Cudahy. At such time a final award is made, all proposals submitted in response to this Request for Proposal (RFP) become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the bidder as business or "Trade Secret", and is required under the Public Record Act.

SELECTION

All proposals will be reviewed by City Staff. Contractors whose proposals best meet the objectives of the project may be invited to make a presentation. The contract will be awarded to the firm who meets all the City's requirements, offers the most advantageous combination of low price and high ranking for the various components contained herein and whose proposal best serves the interest of the City as determined by the City Council.

Proposals will be evaluated on the basis of the following criteria:

1. Cost; no more than 30 points of the scoring process will be contingent upon the service costs;
2. Responsive bidder not the lowest bidder
3. Meaningful experience providing street sweeping services;
4. Compliance with specifications;
5. Responsiveness and thoroughness of proposal;
6. Past record of performance of contracts with clients, or other governmental agencies;
7. Ease of operation;
8. Personnel proposed to work on the project and the qualifications of those individuals.
9. Review and evaluation of equipment and facilities;
10. Any other factors determined by the City to be relevant to the performance of these services.
11. Local contractor with immediate response time

City of Cudahy STREET SWEEPING SPECIFICATIONS Attachment 1

STREET SWEEPING SERVICE SPECIFICATIONS

Services shall include furnishing all labor, equipment, tools, fuel, materials, dumping, insurance, supervision, and all other items needed to satisfactory perform all work necessary as specified.

I. Services Required

- A. Routine Sweeping Services: The Contractor shall provide street sweeping services as follows; on designated arterial (major), collector, commercial, residential, and industrial streets as indicated by Exhibit "A".

Sweeping hours for streets shall be as designated by City, on Monday and Friday, or as approved schedules deem necessary. All streets are scheduled for sweeping every week (as estimated total of 52 sweeps per year). Exhibit "B" illustrates the day and time of scheduled sweeping for all City streets.

Medians and centerlines are scheduled for sweeping every other week. Exhibit "E" illustrates the medians and centerlines.

- B. Additional Services: Additional services, including emergency call-outs, or assignments requested by the City, including special event sweeping, shall be performed by the Contractor. Payment for such services shall be based upon hourly rate provided in the proposal.
- C. Changes in Services: During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the Contractor. The unit price for change order sweeping shall be the contract unit price.
- D. Emergency Response: The selected Contractor shall respond to the City during the event of an emergency, if so requested. Payment to the Contractor will be measured by the actual hours spent sweeping.

II. Disposal

- A. The Contractor shall transport and dispose all sweepings in accordance with all county, state, and federal requirements.

III. Hours of Operation

Standard operating hours for sweeping under this agreement shall be as agreed to by the City and Contractor, or until sweeping is completed.

IV. Holidays

The following is a list of holidays on which the contract service will not be performed:

New Year's Day
Memorial Day
Independence Day – July 4th
Labor Day (First Monday in September)
Thanksgiving Day
Christmas Day

V. Weather Conditions

The City of Cudahy designated representative reserves the right to be the sole judge if weather is too inclement to sweep the streets. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The City reserves the right to direct schedule changes made necessary due to inclement weather. In the event of a rainy day, the Contractor shall obtain approval from the City representative for alternate day sweeping.

V. Contractor/City Communications

- A. Contractor Contact Person: Throughout the period of this contract, the Contractor shall designate an office and an authorized contact person within close proximity who shall serve as the point of contact for communications with the Contractor.

The contact person will be responsible for inspection of streets being swept and to identify special requirements and deficiencies. At the end of each week, the supervisor shall make contact with the City's representative for the purpose of exchanging information about the week's sweeping, including production and deficiency reports.

The contact person shall notify the City of Cudahy at the start of each Shift, and at the time of the completion of the last sweeper completing the scheduled route(s). The contact person shall be immediately available during each sweeper shift.

- B. City Contact: The overall contract administrator for the City is the Chief Administrative Officer. For daily operations, the point of contact will be the Chief Administrative Officer, or designated representative.
- C. Complaints and Requests for Service: The Contractor's designated office shall have a twenty-four (24) hour telephone service and a responsible

person in charge Monday through Saturday, to receive all complaints/ requests for service forwarded by the employees of the City of Cudahy. All complaints shall be resolved in an expeditious manner within the following twenty-four (24) hour period.

VII. Contract Complaints and Deficiencies

- A. Complaints Received by the City: The City will notify the Contractor by telephone and/or in writing of each contract complaint received.

If there are any complaints of deficiencies on any given day, the City will prepare a report and submit it to the Contractor by 3:30 p.m. on the next City work day.

Inspection reports of unsatisfactory performance will include description of the deficiency, location, and the curb line, miles (or fractions thereof), to be deducted from the day's performance.

- B. Complaints received by the Contractor: The Contractor shall submit to the City all complaints which are received on a daily basis.
- C. Complaint Resolution: The Contractor shall contact the office of CAO within the same working day after receiving a complaint. If requested by the CAO or his/her authorized representative, the Contractor shall personally appear at the City to confer about any calls and act upon all reasonable requests and instructions.
- D. Complaints Log: The Contractor shall keep a log of all complaints and shall submit this log to the City on a monthly basis. The log shall contain information relative to the resolution of each complaint.

VIII. Contractor's Employees

- A. Identification: Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card.
- B. Driver's License: Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of California Driver's License for the appropriate type, size, weight, and use of the vehicle operated by the Contractor's employee.
- C. Drug Testing: The Contractor's employees shall conform to all City, County, State and Federal drug testing requirements.

- D. Conduct: The Contractor's employees, officers, subcontractors shall Not identify themselves as being employees of the City of Cudahy. Employees shall conduct themselves in such a manner to avoid Embarrassment to the City of Cudahy and shall be courteous to the public. If required, the City retains the right to require a particular operator be removed from working on this contract.

IX. Contractor's Equipment

- A. Sweeping Equipment – Type, Quantity, and Condition: The Contractor shall provide and maintain during the entire period of the contract a fleet of alternative fuel vehicles per the South Coast Air Quality Management Board Rule 1186.1 mandates.

Background on Rule 1186.1 – Less-Polluting Sweepers

To reduce air toxic and criteria pollutant emissions, this rule requires certain public and private sweeper fleet operators to acquire alternative-fuel or otherwise less-polluting sweepers when purchasing or leasing these vehicles for sweeping operations undertaken by or for government entities in the jurisdiction of the AQMD.

1. This rule applies to:
 - any federal, state, county, city or governmental department or agency;
 - any special district (such as water, air, sanitation, transit, and school districts);
 - any private individual firm, association, franchise, contractor, user, or owner (who provides sweeping services to a government agency)
 - any of which owns or leases 15 or more vehicles including passenger cars, light-duty trucks, and medium-and heavy-duty on-road vehicles.
2. This rule applies to the acquisition of sweepers over 14,000 pounds-gross vehicle weight rating. The rule exempts the acquisition manufacturer evaluation/test vehicles.

All equipped utilized in the City of Cudahy shall use clean burning alternative fuel, such as Compressed Natural Gas (CNG) or as approved by the City of Cudahy. **Equipment shall be no older than (2) years, unless the condition of the equipment is determined to be acceptable by the City.** The city reserves the right to determine the locations to be swept by each of the types of sweepers mentioned above. **Fleet shall be new models of the latest design and construction and shall not be prototype models. They all must also have a GPS system.** Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the City.

All vehicles must be maintained in good repair, appearance, and sanitary condition at all times. The City reserves the right to audit the contractor's vehicles at any time ascertain said conditions. The City's representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe, unsatisfactory or not AQMD certified during performance of this contract.

The Contractor shall furnish the City with a list identifying all equipment to be used in fulfilling this agreement and notify the City of any additions or deletions.

The Contractor shall utilize a sweeper fleet appropriate for servicing a approximately 50 curb line miles of street sweeping.

- B. Equipment Identification: All vehicles and equipment to be used by the Contractor must be clearly identified with the name of the company, address of local office, and telephone number of local office on each side of the equipment. Also, the words "Under Contract of the City of Cudahy" must be on all equipment, including personnel transportation vehicles. The letter shall be at least (3) inches high and proportionate width.
- C. Equipment Safety Requirement: All equipment must be in accordance with State Laws including hazard lights visible from the rear that operate independently of the brake lights.
- D. Minimum Sweeping Width Required: Equipment must be capable of sweeping a minimum eight (8) foot width as measured with all brooms in the sweeping position. Equipment not able to do this is not acceptable.

X. Water

The Contractor will need to make separate arrangements with Tract 180 and Tract 349 Water Company for water within their service area. The Water companies at their discretion may require at the expense of the Contractor, the attachment of water consumption devices to their machinery.

XI. Standard of Performance

Level of Cleanliness: The Contractor shall remove all debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the takes. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of large size, such as cardboard, palm fronds, large rocks, etc, shall be physically picked up and placed in the sweeper by the operator or other personnel, if possible. The Contractor shall move excessively large items from the area to be swept in to the parkway area and notify the City.

XII. Areas to be Cleaned

- A. Arterial, industrial, residential, and commercial streets, including: shall be swept on the days and within hours indicated in Exhibit "A".
- B. The following City facilities shall be swept at the frequency level indicated:
 - City Hall/Cudahy Park: Parking Lot and adjacent curbs
 - Clara Park: Parking Lot and adjacent curbs
 - Lugo Park: Parking Lot and adjacent curbs
 - River Front Park: adjacent curbs

The City may change from time to time the list of public facilities to be Swept by adding to or deleting from the above list.

- C. All curbs und uncurbed pavement edges shall be swept each time the associated street is swept. Sweeping shall consist of minimum 8-foot wide span from each edge of the street. In no case shall there be any debris remaining on this area after sweeping is completed.

XIII. Sweeping Practices

The Contractor at all times use good sweeping practices and will be responsible to make adjustments to the equipment, as directed by the City representative. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping, or scattering. Sweeping practices include, but are not limited to:

- A. Position gutter brooms at the proper angle to the gutter line, touching the curb.
- B. Set main broom in level position to assure debris pick up. Apply appropriate broom pressure for sweeping conditions to obtain a minimum strike pattern of five (5) inches.
- C. Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.
- D. Center dirt reflector and main drag shoes shall be properly maintained and Adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.
- E. Sweeping speed shall be adjusted to street conditions with a maximum

speed of SIX (6) miles per hour. Crosswalks shall be swept at a maximum speed of THREE (3) miles per hour.

- F. Operate sweepers as close to parked cars and other obstacles as safety
- G. Use common and good judgment at all times.

XIV. Construction Related Problems and Storm Debris

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 500 feet of the construction site. However, the Contractor will be responsible for making four (4) separate passes in front of each site at a speed below the contract limit, regardless of the condition. The Contractor is required to report construction areas daily by using foreman's report to state construction sites. The Contractor will be required to totally clean all debris carried by traffic to areas beyond 1,000 feet from responsibility. Storm clean up and sweeping must be completed as soon as possible. Night sweeping shall be permitted for normal storm clean up, at no additional cost to the City.

XV. Handling of Deficiencies

Deficiencies must be corrected within the same working day as receipt of a verbal or written deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) curb line mile plus one-half of a curb line mile from the next payment. Failure to correct deficiency within the same working day of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned, will be considered a separate deficiency unless located with the same continuous mile section on the same street.

XVI. Measurement for Payment

- A. Regular Service: This service will be measured for payment by the total number of curb line miles swept satisfactorily. The miles shall be calculated to the nearest hundredths of a mile. Intersections shall be measured in both directions when routes cross.
- B. Additional Services: Emergency call outs will be measured by the actual hours spent sweeping plus the shortest travel time either to or from work site. Travel time longer than twenty (20) minutes must be justified on the daily report. The hours will be calculated to the nearest one-quarter hour (15) minutes. Special events sweeping shall be paid for actual hours of Sweeping.

XVII. Payment for Service

- A. Regular Service: The Contractor must invoice the City on a monthly basis for the amount of service actually performed. The Contractor invoices shall state the area swept by route and the number of curb line miles swept thereon. If there are no deficiencies which were not corrected in the specific time, a separate sheet listing shall be submitted. Length of each street or route not completed must be shown.

- B. Additional Services: The contractor must invoice the City on a monthly basis for all additional service. The invoice must state: the type of service (emergency, parking lots, etc.), and the person who requested the service. Upon requested, the Contractor shall submit, along with the monthly payment requests, payroll records of each and every employee who worked in the field on activities associated with execution of this contract. Information submitted shall include name, title, rate of pay, total weekly Pay, hours worked each day, and indication of the number of hours worked During the week by each person on each district activity, whether or not related to this contract.

XVII. Fees and Gratuities

The Contractor shall not, nor shall it permit any agent, employee, or subcontractor employed by it to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for the sweeping of streets as defined, except such compensation as provided by the Agreement.

XIX. License, Permits, Fees, and Assessments

The Contractor shall obtain as its sole cost and expense such license, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold levied, assessed, or imposed against City hereunder.

XX. Insurance

Contractor agrees to indemnify, defend and hold harmless the City of Cudahy and all its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on arising out of, or in any way related to the work undertaken by Contractor hereunder. The liability insurance coverage values shall be:

| | |
|--|---------------------------|
| <u>Insurance Coverage Requirements</u> | <u>Limit Requirements</u> |
| Comprehensive General Liability | \$1,500,000 |

| | |
|-------------------------------------|-------------|
| Product/Completed Operations Hazard | \$1,500,000 |
| Comprehensive Automobile Liability | \$1,500,000 |
| Contractual General Liability | \$1,500,000 |

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits.

The issuer shall be an “admitted surety insurer” duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalents to, A: VIII by A.M. Best & Co Any deviation from this rule shall require specific approval, in writing from the City.

Insurance shall name the City of Cudahy, its officers, agents, and employees, as additional insured by endorsement of the Contractor’s policy. A copy of the endorsement, showing policy limits, shall be provided to the City on or before signing this Contract.

City of Cudahy
Street Sweeping Proposal
PROPOSAL FORM

| Item | Description | Approx. Quantity | Frequency (Sweeps per year) | Unit Cost | Total Cost |
|------|-------------|------------------|-----------------------------|-----------|------------|
|------|-------------|------------------|-----------------------------|-----------|------------|

Routine Sweeping Maintenance

| | | | | | |
|--------------------------|--|-----------|--|-----------|----------|
| 1. | Sweep streets as described in the specifications | 43.70 CLM | | \$ __/CLM | \$ _____ |
| 2. | Sweep arterial streets as described in the specifications | 0.10 CLM | | \$ __/CLM | \$ _____ |
| 3. | Sweep medians and centerlines as described in the specifications | 5.30 CLM | | \$ __/CLM | \$ _____ |
| TOTAL ANNUAL COST | | 1.20 | | \$ __/CLM | \$ _____ |

Additional Sweeping Items

| | | | | | |
|----|---|-----|-----|--------|----------|
| 4. | Emergency Call Out | N/A | N/A | \$ /HR | \$ _____ |
| 5. | Extraordinary rain storm sweeping | N/A | N/A | \$ /HR | \$ _____ |
| 6. | Special event sweeping (Weekends/Holidays) | N/A | N/A | \$ /HR | \$ _____ |
| 7. | Special sweeping (During regular Day sweeping work hours) | N/A | N/A | \$ /HR | \$ _____ |

GRAND TOTAL:

| |
|--|
| |
|--|

CLM = Curb linear mile

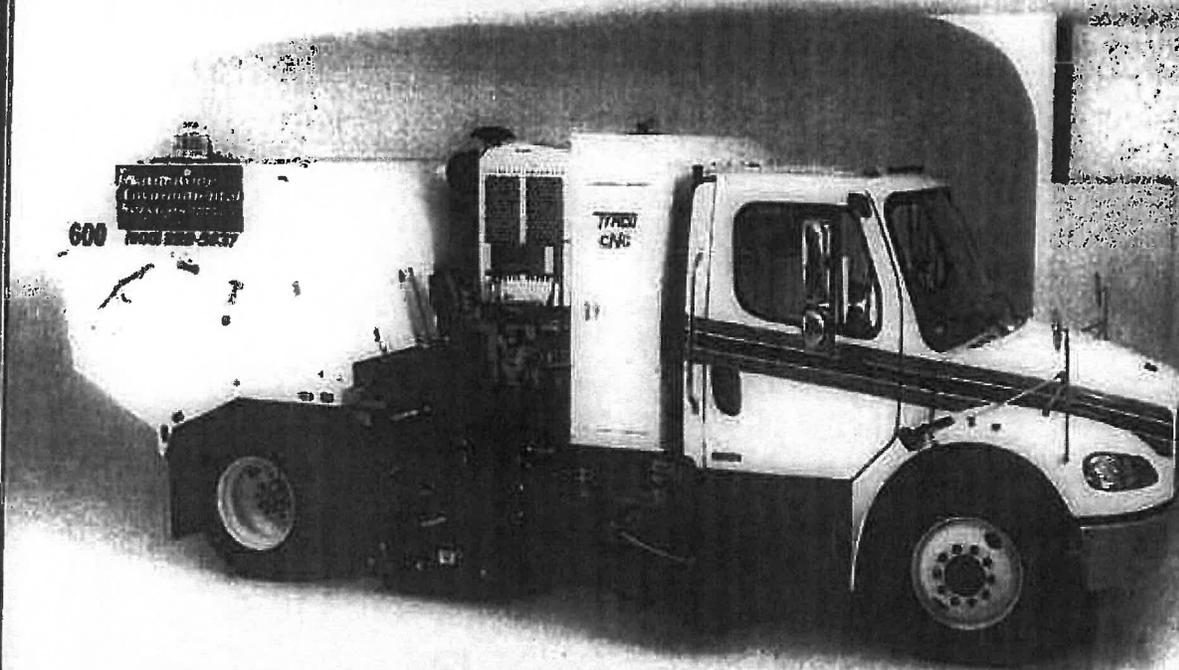
The City reserves the right to increase the miles or hours of sweeping at the above unit price.

EXHIBIT B

ORIGINAL

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



www.nes-sweeping.com

11914 Front Street, Norwalk, California 90650
Office (562) 860-0604 Toll Free (800) 222-5637
Fax (562) 868-5726 info@nes-sweeping.com

Sweeping Since 1968

CITY OF CUDAHY

STREET SWEEPING PROPOSAL

DUE DATE: NOVEMBER 22, 2011 @ 3:00 PM

SUBMITTED BY:



11914 FRONT STREET, NORWALK, CA 90650
PH. (562) 860-0604 • FAX (562) 868-5726
www.ncs-sweeping.com

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



November 22, 2011

Mr. Angel Perales
Asst. City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Re: Street Sweeping Proposal

Dear Mr. Perales:

Nationwide Environmental Services (NES), *one of the first certified street sweeping contractors in the nation* has provided street sweeping services to over 40 municipalities in the Southern California regions since 1968 and has proudly provided street sweeping services to the City of Cudahy since 1996. NES is second generation and a family owned street sweeping contractor providing state-of-the-art street sweeping, graffiti abatement, bus stop maintenance, parking lot sweeping and roll-off services at competitive prices. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES is the leading provider of street sweeping services in Southern California and has one of the largest fleet of alternative fueled street sweepers to assist municipalities in complying with SCAQMD Rule 1186 and 1186.1. NES is committed in providing quality street sweeping services with a dedicated staff to ensure a clean, healthy and safe environment. NES is known for its reliability, reputation and quality services with a courteous and responsive customer service department.

NES understands the requirements of the RFP and the attached proposal illustrates our commitment and understanding of the City's requirements. If you have any questions, please feel free to contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ari Samuelian", written over a circular scribble.

Ari Samuelian
Vice President

11914 Front Street • Norwalk, California 90650 • (562) 860-0604 • Fax (562) 868-5726
www.nes-sweeping.com



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COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., was founded in 1968 by Joe Samuelian to provide parking lot sweeping services. Joe's mission statement at the time was "To provide quality sweeping services utilizing the latest state-of-the-art equipment and creating the highest level of customer service available." From a single sweeper company to a fleet of more than 70 sweeping and cleaning vehicles, serving over 25 municipalities, that mission statement is as true today as it was over 40 years ago.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities (HOA), business parks, parking facilities, construction sites, private companies, various unified school districts and all employee parking lots and bus divisions at various locations for the Los Angeles Metropolitan Transportation Authority. Our current contracts cover street sweeping services within the greater Los Angeles area, and the surrounding areas of Orange County, Ventura, San Bernardino, and Riverside with populations ranging from 10,000 to 200,000.

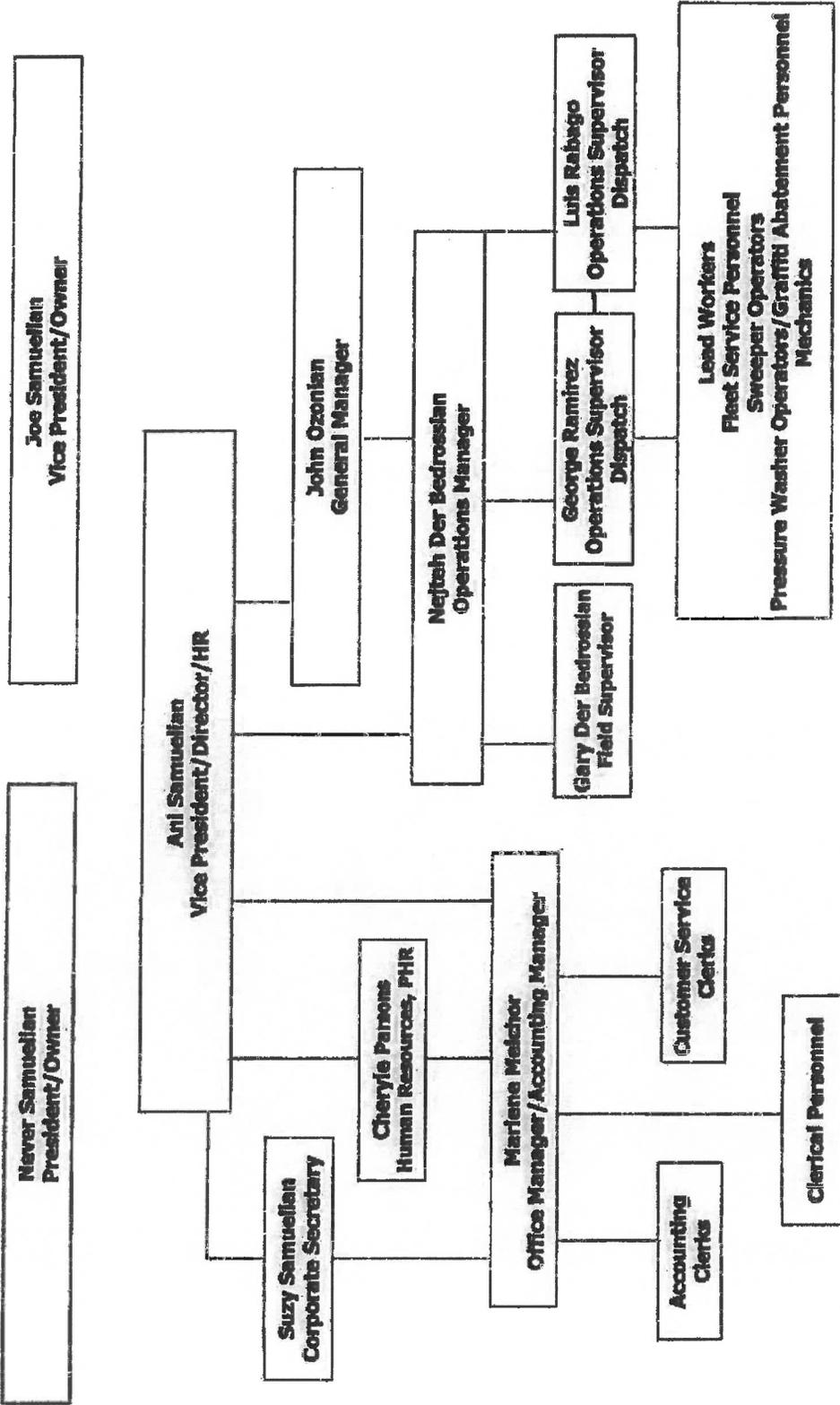
NES has the most technologically advanced software's and the most experienced and dedicated management and personnel. NES is committed to total customer satisfaction by proactively addressing the needs of the communities we serve.

Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES we realize the importance of a clean and dependable fleet. Our vehicles are routinely cleaned and inspected which allows us to consistently present a positive image. Our truck mechanics are highly qualified and every driver is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Our motto is "Service First," which ensures you the client, when a NES truck is in your community it is serious about keeping your community clean.



ORGANIZATIONAL CHART





STAFFING

Executive:

| | |
|-----------------|---|
| Never Samuelian | President/Treasurer |
| Joe Samuelian | Vice President |
| Ani Samuelian | Vice President/Director/HR (Contract Manager) |
| John Ozonian | General Manager |
| Suzy Samuelian | Corporate Secretary |

Administrative:

| | |
|-----------------|-----------------------------------|
| Marlene Melchor | Office Manager/Accounting Manager |
| Cheryle Parsons | Human Resources, PHR |
| | Accounting Clerks |
| | Customer Service Clerks |
| | Clerical Personnel |

Operations:

| | |
|-----------------------|--|
| Nejteh Der Bedrossian | Operations Manager (Project Manager) |
| George Ramirez | Operations Supervisor (Quality Control Rep.) |
| Luis Rabago | Operations Supervisor (Quality Control Sup.) |
| Gary Der Bedrossian | Field Supervisor (Route Inspector) |
| | Lead Workers |
| | Fleet Service Personnel |
| | Sweeper Operators |
| | Bus Stop Maint/Graffiti Abatement Personnel |

Mechanics:

| | |
|-------------|------------------------------|
| Yen Adjolan | Fleet Maintenance Supervisor |
| | Lead Mechanic |
| | Mechanics |



PERSONNEL/EXPERIENCE

NES prides itself on its excellent customer service. All employees at NES are courteous, responsive, timely, equitable and professional. Employees are trained whether in person or on the phone to be pleasant, respectful and professional. Employees give full attention to each customer's needs by asking questions and by providing accurate information. Our customer service representatives offer immediate action to requests and complaints.

NES maintains a drug-free workplace and employs a staff of over 60 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers. All personnel wear company uniforms which include identification patches identifying the company and employee.

At NES, employees are trained, licensed, insured and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, *a basic standard of NES*. NES makes every effort to provide its employees with the tools and resources necessary to provide outstanding customer service. NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. All employees at NES have been screened and selected per NES' Driver Selection and Screening Policy.

NES believes that communication is a key factor in providing quality services, therefore, we have a 24/7 dispatch service available to assist the City with additional, special or emergency requests. In addition, NES will provide the City with NES' 24-hour dispatch telephone number and cellular telephone number of the project manager.

Safety comes first at NES; therefore, all managers, supervisors and employees receive ongoing safety training during their employment. The following is a guideline of our training program:

90 Day Training

- Review Driving Record and verify with DMV printout (Enroll in DMV Pull-Notice Program)
- Reference Check
- Pre-Employment Drug/Alcohol Screening
- Initial Safety Training
- Behind-the-Wheel Training
- Proper Operation of a Street Sweeper
- Defensive Driving Training
- Vehicle Safety Procedures & Precautions



PERSONNEL/EXPERIENCE

Ongoing Training

- Bi-Weekly Safety Meetings (One-on-One with Each Employee)
- Quarterly Safety Meetings
- Random Safety Meetings administered by our Insurance Company
- Random Drug/Alcohol Testing
- Semi-annual refresher training administered by NES.

Sweeper operators have over ten (10) years experience, have completed training by TYMCO on the proper operating procedures of a street sweeper and have the appropriate class driver's license. NES will assign Carlos Ramos as the primary sweeper operator as he is an industry veteran and is the current sweeper operator for the City of Cudahy.

Management personnel have over fifteen (15) years experience and are highly trained in maintaining the highest level of customer service by focusing on guaranteed satisfaction. All employees and management personnel are skilled, experienced and competent and all are capable of communicating in both written and oral English. If necessary, NES has a staff of management personnel, back-up sweeper operators and back-up street sweepers which can be utilized.

NES also has fulltime in-house mechanics available 24/7 to handle any type of mechanical problem, should the need arise. Mechanics are ASE/TYMCO trained and skilled to repair and maintain alternative fuel street sweepers as well as all other types of vehicles.



RESUMES

Never Samuelian/President & Treasurer (Owner)

Never Samuelian is one of the founders of NES and started the company with her husband Joe Samuelian in 1968. Never currently meets with upper management to receive updates on all aspects of the business. Never is responsible for reviewing and analyzing all accounting matters.

Joe Samuelian/Vice President (Owner)

Joe Samuelian is one of the founders of NES and started the company with his wife Never Samuelian in 1968. Joe currently meets with upper management to receive updates on all aspects of the business. Joe is responsible for implementing marketing strategies as well as public relations.

Ani Samuelian/Vice President & Director (Contract Manager)

Ani Samuelian has been employed with NES since 1994 and her responsibilities include: Oversee daily operations, contract management, accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources, Safety and Public Relations.

Ani is bilingual (English/Armenian) and has graduated from Southern California College of Business & Law. Ani is also a proud member of the L.A. Chapter Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa).

Nejteh Der Bedrossian/Operations Manager (Project Manager)

Nejteh Der Bedrossian has been employed with NES since 1991 and his responsibilities include: Oversee and supervise the daily operations of the plant. Responsible for designing new routes and organizing daily service routes and schedules for an effective operation. Managing and overseeing employees. Managing disposal operations; administer and oversee disposal program, including recycling and composting; establish programs with municipalities to meet AB 939 mandates. Monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations.



RESUMES

Nejfeh is multilingual and a proud member of the L. A. Chapter - Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa).

George Ramirez/Operations Supervisor

George Ramirez has been employed with NES since 2007 and his responsibilities include: assisting with the daily operations, organizing daily routes, scheduling, dispatch, field supervision, quality control, GPS monitoring and overseeing and supervising the daily maintenance and cleanliness of all vehicles. George is bilingual (English/Spanish) and has over 10 years experience.

Luis Rabago/Operations Supervisor

Luis Rabago has been employed with NES since 2007 and his responsibilities include: assisting with the daily operations, organizing daily routes, scheduling, dispatch, field supervision, quality control, GPS monitoring and overseeing and supervising the daily maintenance and cleanliness of all vehicles. Luis is bilingual (English/Spanish) and has over 10 years experience.

Gary Der Bedrossian/Field Supervisor

Gary Der Bedrossian has been employed with NES since 1985 and his current responsibilities include: field supervision, quality control, monitoring and inspecting field operations, designing new routes and organizing daily service routes and schedules for an effective operation. Gary started employment with NES as a sweeper operator; therefore, Gary is well aware and knowledgeable of the pattern of sweeping, quality, route design and issues relating to sweeping performance and all other aspects of sweeping. Gary is multi-lingual (English, Armenian, Arabic, and Turkish).

Mariene Melchor/Office Manager

Mariene Melchor has been employed with NES since 2000 and her current responsibilities include: office management, accounts payable, accounts receivable, payroll, scheduling, report administration and overseeing customer service department.



REFERENCES*CONFIDENTIAL*****

NES provides municipal sweeping services to the following jurisdictions. In addition, NES provides pressure washing services for parking lots, parking structures, sidewalks, bus benches/shelters and graffiti abatement services to several of the municipalities.

| Customer Name Address | Type of Service Dates | Contact Person Title | Staffing Fleet Size | Phone # Fax # Email |
|--|--|--|--|--|
| City of Bell Gardens 7100 Garfield Ave. Bell Gardens, CA 90201 | Municipal Street Sweeping 1998-Present | John Oropeza Director of Public Works | 1 Sweeper Operator 1 Back-up Sweeper Operator 1 Street Sweeper 1 Back-up Street Sweeper | Ph. (562) 806-7793 Fax (562) 806-7789 joropeza@bellgardens.org |
| City of Downey 11111 Brookshire Downey, CA 90241 | Municipal Street Sweeping 2003-Present | Tim Graves Public Works Supervisor | 3 Sweeper Operators 1 Back-up Sweeper Operator 3 Street Sweepers 1 Back-up Street Sweeper | Ph. (562) 904-1452 Fax (562) 869-9832 Email: TGraves@downeyca.org |
| City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640 | Municipal Street Sweeping 1989-Present | Jessa Hernandez Street Maintenance Sup. | 2 Sweeper Operators 1 Back-up Sweeper Operator 2 Street Sweepers 1 Back-up Street Sweeper | Ph. (323) 887-4616 Fax (323) 887-4716 Email: jhernandez@cityofmontebello.com |
| City of Norwalk 12700 Norwalk Blvd. Norwalk, CA 90650 | Municipal Street Sweeping 1994-Present | Gary DiCorpo Director of Public Works | 3 Sweeper Operators 1 Back-up Sweeper Operator 3 Street Sweepers 1 Back-up Street Sweeper | Ph. (562) 929-5511 Fax (562) 929-5503 Email: GdiCorpo@ci.norwalk.us |
| City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90560 | Municipal Street Sweeping 1992-Present | Raymond Chavez Analyst | 3 Sweeper Operators 1 Back-up Sweeper Operator 3 Street Sweepers 1 Back-up Street Sweeper | Ph. (562) 801-4368 Fax (562) 801-4765 Email: RChavez@pico-rivera.org |

*****CONFIDENTIAL** ADDITIONAL REFERENCES AVAILABLE UPON REQUEST**



EQUIPMENT

NES has a fleet of over 70 sweeping and cleaning vehicles including back-up street sweepers (see partial vehicle list below). Unit #233 & #234 will be utilized in the City of Cudahy. All street sweepers are equipped with safety features, painted in uniform color and will have logos and/or place cards for proper City of Cudahy Contractor identification. **In addition, all street sweepers will be equipped with GPS (Teletrac) tracking systems.** All equipment will be kept in safe working order and will be licensed and maintained in a safe and proper operating condition. Only sweepers powered by approved alternative fuels in accordance with SCAQMD Rule 1186 (PM10) and Rule 1186.1 will be utilized in the City of Cudahy (see page 17-18, equipment specifications)

| Unit # | Year | Make | Model | Fuel Type | Condition |
|------------|-------------|-------------------|------------------|------------|------------------|
| 218 | 2008 | Freightliner | Tymco 600 | CNG | Excellent |
| 219 | 2008 | Freightliner | Tymco 600 | CNG | Excellent |
| 221 | 2007 | Schwarze | A8000 | CNG | Excellent |
| 225 | 2008 | Freightliner | Tymco 600 | CNG | Excellent |
| 226 | 2008 | GMC C-7500 | Tymco 600 | CNG | Excellent |
| 227 | 2008 | GMC C-7500 | Tymco 600 | CNG | Excellent |
| 228 | 2008 | Freightliner | Tymco 600 | CNG | Excellent |
| 229 | 2008 | GMC C-7500 | Tymco 600 | CNG | Excellent |
| 230 | 2008 | GMC C-7500 | Tymco 600 | CNG | Excellent |
| 231 | 2009 | GMC C-7500 | Tymco 600 | CNG | Excellent |
| 232 | 2009 | GMC C-7500 | Tymco 600 | CNG | Excellent |
| 233 | 2009 | GMC C-7500 | Tymco 600 | CNG | Excellent |
| 234 | 2009 | GMC C-7500 | Tymco 600 | CNG | Excellent |

ADDITIONAL VEHICLE INFORMATION AVAILABLE UPON REQUEST



MANAGEMENT PLAN

Scope of Service

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for the City of Cudahy incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' management will meet with City representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules.

NES will provide street sweeping services on all designated arterial, collector, commercial, residential, industrial streets as well as all City facilities listed in the RFP. NES will provide all labor, equipment, tools, fuel, material, insurance, supervision, waste disposal and all other items necessary to perform municipal street sweeping services.

NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Level of Cleanliness

At NES, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., as many passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area.

Additional Services

NES will provide emergency and special event sweeping based upon the proposed hourly rate.

Disposal

NES will transport and dispose of all sweepings in accordance with all City, County, State and Federal requirements.

Water

NES will make arrangements with Tract 180 and Tract 349 Water Company for water within their service area.

Holidays

NES will not perform sweeping services on the holidays listed in the street sweeping RFP (Page 6 of 14).



MANAGEMENT PLAN

Local Office/Customer Service

NES maintains a local office in Norwalk, CA and has a 24/7 dispatch service available to assist the City with additional, special or emergency requests. **NES will respond to all service requests within 15 minutes.** Complaints will be resolved within a 24 hour period. All complaints will be logged on a complaint form (see page 12, sample complaint form), including details and the resolution. NES will submit all complaints received to the City on a daily basis and will submit logs of all complaints to the City on a monthly basis.

Fueling

NES is proud to state that it is the first street sweeping company in the world to own and operate its own state-of-the-art CNG fueling station located in Norwalk, CA.

Safety

NES is in compliance with all Federal, State, County and Local safety laws, ordinances and regulations.

Regulations

NES is in compliance with all Federal, State, County and Local rules and regulations, including but not limited to NPDES, SCAQMD and OSHA.

Community Outreach

NES prides itself on maintaining great relationships with the communities we serve. NES does its utmost to participate in City organized events & charitable causes. Through our participation NES recognizes and gains insight into the needs and concerns of the communities we serve.

NATIONWIDE ENVIRONMENTAL SERVICES
DIVISION OF JOE'S SWEEPING, INC.
COMPLAINT REPORT

CITY _____

DATE: _____ **TIME:** _____ A.M. P.M.

NAME OF PERSON CALLING _____

ADDRESS & STREET _____

CROSS STREET _____

DAY OF ROUTE _____

NAME OF DRIVER _____

UNIT # _____

COMPLAINT:

RETURN TO LOCATION

TIME _____ A.M. P.M.

NAME OF DRIVER CORRECTING COMPLAINT

REMARKS:



QUALITY ASSURANCE PROGRAM

NES' Quality Control/Quality Assurance Plan consists of the following:

NES will assign George Ramirez as the Quality Control Representative and Luis Rabago as the Quality Control Supervisor. In addition, Gary Der Bedrossian will be conducting route inspections.

The Quality Control Supervisor will complete inspections to ensure contract compliance. The detailed reports (see page 14, sample route inspection form attached) will be completed after each inspection.

The Quality Control Representative and Quality Control Supervisor will be available to meet with City staff to discuss any issues or concerns. The Quality Control Supervisor will complete the following tasks:

- Make sure the routes are started on time
- Identify any problem areas, including but not limited to, low hanging trees, obstructions, and parked vehicles.
- Correct all deficiencies
- Complete daily inspection reports
- Discuss deficiencies with the employees to prevent recurrence
- Provide employees with feedback
- Constantly remind employees about NES' "Clean Sweep" policy, which is making as many passes as necessary to maintain streets free of debris

CITY OF CUDAHY

STREET SWEEPING ROUTE INSPECTION FORM

SUBMITTED BY NATIONWIDE ENVIRONMENTAL SERVICES

Date: _____ Time: _____

Day of Route : Mon. Tue. Wed. Thur. Fri.

Location: _____

Deficiency: Debris Left Behind Area Not Swept
 Poor Quality Excessive Speed
 Equipment Error Operator Error
 Other-Explain: _____

Resolution: Re-Swept the Location Advised the Operator
 Repaired/Inspected the Equipment

Date: _____ Time: _____

Interference to the Sweeper's Right of Way

Low Hanging Tree Raised Curbs & Gutters
 Residential Trash Containers High Volume of Parked Vehicles
 Road Construction Illegally Dumped Large Items
 Other-Explain: _____

Route Inspector: _____ Date: _____

City of Cudahy
Street Sweeping Proposal
PROPOSAL FORM

| Item | Description | Approx. Quantity per year | Frequency (Sweeps) | Unit Cost | Total Cost |
|------|-------------|---------------------------|--------------------|-----------|------------|
|------|-------------|---------------------------|--------------------|-----------|------------|

Routine Sweeping Maintenance

| | | | | | |
|--------------------------|--|-------------|--|-----------------------|----------------------|
| 1. | Sweep streets as described in the specifications | 43.70 CLM | | \$ ___/CLM \$20.84 | \$ 94,713.63 |
| 2. | Sweep arterial streets as described in the specifications | 0.10 CLM | | \$ ___/CLM \$20.84 | \$ 216.74 |
| 3. | Sweep medians and centerlines as described in the specifications | 5.30 CLM | | \$ ___/CLM \$20.84 | \$ 11,487.01 |
| TOTAL ANNUAL COST | | 1.20 | | \$ ___/CLM | \$ 106,417.38 |

Additional Sweeping Items

| | | | | | |
|----|---|-----|-----|---------|----------|
| 4. | Emergency Call Out | N/A | N/A | \$85/HR | \$ 85.00 |
| 5. | Extraordinary rain storm sweeping | N/A | N/A | \$85/HR | \$ 85.00 |
| 6. | Special event sweeping (Weekends/holidays) | N/A | N/A | \$85/HR | \$ 85.00 |
| 7. | Special sweeping (During regular Day sweeping work hours) | N/A | N/A | \$85/HR | \$ 85.00 |

****NES Will Provide 80 Hours of FREE Sweeping Services Annually****

****Please See Attached List of Additional FREE Services****

GRAND TOTAL:

One Hundred Six Thousand Four Hundred Seventeen Dollars and Thirty Eight Cents

CLM = Curb linear mile

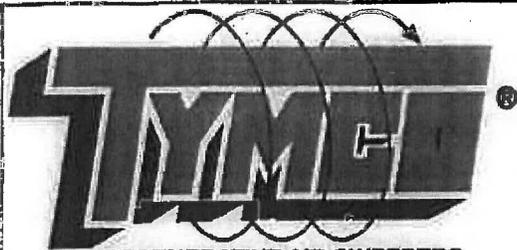
The City reserves the right to increase the miles or hours of sweeping at the above unit price.



ADDITIONAL FREE SERVICES

NES proposes to offer the following cost savings options to the City of Cudahy:

- NES will provide 80 hours of *free* sweeping services per year.
- NES will absorb the cost of living increase for 2012/2013 contract term.
- NES will compost/recycle the debris collected from street sweeping services to increase the City's diversion rate as mandated by the State of California Assembly Bill 939 (AB939).



REGENERATIVE AIR SWEEPERS

MODEL 600® REGENERATIVE AIR SWEEPER® / GENERAL SPECIFICATIONS



Conventional Cab Chassis

SWEEPER AUXILIARY ENGINE

Engine JOHN DEERE 4045T, 4 cyl. (Tier 3)
 Displacement 276 cubic inches (4.5L)
 Horsepower 99 @ 2,400 RPM (74 kW)
 Net torque 261 ft-lb @ 1800 RPM (354 Nm)
 Air cleaner, heavy duty Dry type
 Oil filter, spin on Full flow
 Auxiliary engine shutdown system

BLOWER, Rubber Lined

Aluminum alloy high volume open face turbine
 Purpose Creates blast and suction
 Bearings (2) sealed lifetime lubr. anti-friction
 Bolt-on housing Abrasion resistant, replaceable liner
 Drive Heavy duty power band

DUST SEPARATOR

Type Cyclonic, multipass, centrifugal separation
 Size 20" x 61" cylindrical area (508mm x 1549mm)
 Location Axial to blower within hopper super structure
 Particulate removal Through 61" (1549mm) slimmer slot into hopper
 Inspection Hinged door, opened from hopper exterior
 Housing Abrasion resistant, w/replaceable wear resistant liner

HOPPER

Capacity (volumetric) 7.3 cubic yards (5.6 m³)
 Capacity (volumetric) 6 cubic yards (4.6 m³)
 Construction Welded steel plate with integral stiffeners
 Floor angle 22°
 Dump door opening 64" x 44" I.D. (2134mm x 1118mm)
 Dumping method Hydraulic with take bar
 Dumping height 36" (914mm)

PICK-UP HEAD

Function Air blast and suction chamber
 Width 67" I.D. (2210mm)
 Head area 2,610 sq. inches (1.68m²)
 BAH® area 3,567 sq. inches (2.3m²)
 Suspension 4 springs, 2 drag links
 Skids DUO-SKIDS®
 Suction & pressure hose 14" diameter (356 mm)
 Pressure bleeder Integral for leaf/light material pickup

GUTTER BROOM, DUAL Patented

Standard equipment includes floodlight and parabolic mirrors
 Drive Constant speed non-reversible hydraulic motor
 Adjustment Adjustable for down pressure, pattern and wear
 Down pressure Automatically adjusts to requirement

Flexibility All directions integral anti-damage "swing away" relief valve
 Broom 43" dia. (1.1 m) steel wire, vertical digger

HYDRAULIC SYSTEM

Operates gutter broom(s), dump and pick-up head
 Drive (diesel) Gear driven from auxiliary engine
 Drive (CNG) Belt driven from auxiliary engine
 Capacity 8 GPM (30.3 LPM)
 Reservoir 25 gal (94.6 L) with 80 mesh suction strainer, sight/temperature gauge, cooler
 Filter 10 micron in-line

DUST CONTROL SYSTEM

System of water spray nozzles for airborne dust suppression
 Pump Electric diaphragm
 Reservoir(s) Polyethylene 220 gal. (832.7 L) with hydrant fill hose
 Filter 80 mesh in-line
 Low water shut-off Safety shut-off with low water warning light in cab coupled with liquid level sensor
 Spray nozzles:
 Around pick-up head 4
 Gutter brooms (each) 2
 Hopper (inside) 1

CONTROLS

Inside cab (lighted) Pick-up head, gutter broom(s), ignition and tachometer (auxiliary engine), voltmeter, low water warning system (for dust control system), oil safety lights, hour meter, pressure bleeder
 Outside cab Dump
 Steering Dual

SAFETY WARNING DEVICES

Amber rear mounted alternating flashing warning lights
 Amber high powered strobe light with limb guard
 Back up alarm

OPTIONAL EQUIPMENT

Abrasion protection package
 Auto Sweep Interrupt
 Auxiliary hand hose 6" dia. (203 mm)
 Auxiliary hand hose hydraulic boom assist
 Auxiliary hydraulic system
 Broom Assist Pick-up Head (BAH®)
 Cabover package includes 890 gallon (1249 L) water capacity
 Compressed Natural Gas (CNG) powered
 Dieselless - (Model DST-6™)
 Gutter broom tilt adjuster(s) (right, left or both)
 Gutter broom variable speed
 Gutter broom Drop-Down
 Hi/Low pressure washdown system
 High output water system
 Hopper deluge system

Hopper drain system
 Hose reel, 50' retractable
 Liquid recovery system
 Low emissions package
 Magnet
 Propane LPG powered
 Reverse pick-up head system
 Runway Sweeper - Model HSIF®
 Stainless Steel Hopper
 Color (other than TYMCO standard white)

Special options are available for your individual requirements. Contact your local dealer or TYMCO

CAB/CHASSIS

Minimum Requirements
 Model International 4900 M-7
 GVW 30,000 lbs (13,620 kg)
 Frame 50,000 PSI
 Engine MaxForce 7 365 CID (6.4 L) V8 Diesel - 200 HP
 Transmission Allison 2500 RDS series 5 speed automatic w/external oil filter
 Alternator 110 amp
 Batteries (2) 12V 1900 CCA
 Wheelbase 152" (3861 mm)
 Fuel tank 50 gal. (189 L) shared with sweeper
 Tires (2-front, 4-rear) Tubeless 11R x 22.5
 Steering (Dual) Integral power assisted with tilt
 Brakes Dual Air w/ 19.2 CFM air compressor
 Instruments & lights Full package as required, back-up alarm
 Dual gauge package
 Mirrors Electric remote controlled and heated
 Air conditioned cab
 AM/FM CD stereo radio
 Consult factory for sweeper specifications and other available truck chassis

GENERAL

SWEEPING WIDTH

Pick-up head only 67" (2210 mm)
 With 1 gutter broom 110" (2794 mm)
 With 2 gutter brooms 142" (3606 mm)

OVERALL DIMENSIONS (Approximate)

Length 248" (6299 mm)
 Width 98" (2498 mm)
 Height @ truck 118" (2987 mm)
 Height less strobe light 103" (2616 mm)
 Empty weight* 17,195 lbs (7806 kg)
 Weight (sweeper)* 7,980 lbs (3622 kg)

*Dimensions and weight may vary with equipment

1-800-258-9626
www.tymco.com

AQMD PM10 Certified

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Specifications subject to change without notice



(800) 258-0626

REGISTRATION

P.O. Box 2398
Waco, TX 76703

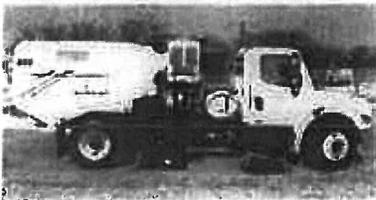
Home > Development > TYMCO Alternative Fuel Powered Street Sweepers

TYMCO Alternative Fuel Powered Street Sweepers

Overview History



TYMCO Model 600[®]-CNG
(Compressed Natural Gas)



TYMCO Model 600[®]-LPG
(Liquefied Petroleum Gas/Propane)

Environmentally Superior Cleaning™

With the ever growing need to address environmental concerns and to meet Federal, State and Municipal air quality requirements, there has been an increasing demand for fleets to add more low emission alternative fuel vehicles (AFVs). TYMCO has been manufacturing alternative fuel street sweepers since 1984. This experience, coupled with our well known reputation for reliability and productivity make TYMCO alternative fuel street sweepers the smart choice. These California Air Resources Board (CARB) verified Ultra Low Emission Vehicles (ULEV), when combined with our proven Regenerative Air System, offer the highest degree of cleaning power available on the market today, while at the same time maintaining and improving the environment.

TYMCO currently offers two forms of alternative fuel for the Model 600, Dedicated CNG (Compressed Natural Gas) and Dedicated LPG (Liquefied Petroleum Gas) - propane, which allows both the sweeper and the chassis engines to operate on alternative fuel, making them CARB and South Coast Air Quality Management District (SCAQMD) Rule 1185.1 compliant.

Street sweepers must be maneuverable in order to get to those hard-to-reach areas. The TYMCO engineered and manufactured alternative fuel powered chassis is designed to provide maximum fuel capacity on the shortest wheelbase available. TYMCO has accomplished this by designing a modular CNG fuel storage rack system and LPG tank that require minimal additional wheelbase, resulting in the tightest turning radius possible, all while providing maximum rear view visibility.

Both the CNG and LPG fuel storage areas are designed to be user friendly. Quick access for fueling, system shut-off valves and pressure reading make the operator's job easier and safer. The large capacity CNG fuel storage cylinders are enclosed for protection, and the roof enclosure is angled and sloped to allow for low hanging tree limbs. Both the CNG and LPG fuel storage areas are mounted in such a way as to allow for maximum sweeper operation. Utilizing the very latest advancements in technology, TYMCO alternative-fuel powered sweepers are specifically engineered to provide the highest degree of performance, safety, and simplicity.

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CITY OF HUNTINGTON BEACH

2000 Main Street ♦ PO Box 190 ♦ CA 92648

Travis K. Hopkins, PE
Director

Department of Public Works
(714) 536-5431

January 27, 2011

Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90850

To whom it may concern:

On behalf of the City of Huntington Beach, I would like to acknowledge Nationwide Environmental Services for the excellent service they have provided to the residents of this City for the past decade.

In 1999, a relationship started between the City of Huntington Beach and Nationwide Environmental Services. NES was contracted to perform street sweeping services on a twice-a-month basis and the service was split in half between in-house street sweeping and NES. It did not take long to realize that the service level NES provided well exceeded the very high expectation level of the City. NES recognizes the importance of strong customer service, attention to detail, industry knowledge, and an equitable partnering approach with an agency as integral facets to a successful street sweeping program. In 2009, the City of Huntington Beach amended its contract with Nationwide Environmental Services to encompass a full street sweeping service on a twice-a-month interval. The transition to a full service contract was easily accomplished by NES and well exceeded the City's expectations.

Nationwide Environmental Services is a leader in the street sweeping industry for others to follow. I would recommend NES to any neighboring City for street sweeping services. It has truly been a pleasure to work with such dedicated professionals who share and understand the same values in public service.

Respectfully,

Dereck Livermore
Supervisor, Street Maintenance
714.374.1732

GORDON STEFENHAGEN
Mayor
JESSE M. LUERA
Vice Mayor
CHERI KELLEY
Councilmember
MICHAEL MENDEZ
Councilmember
RICK RAMIREZ
Councilmember
ERNE V. GARCIA
City Manager



12700 NORWALK BLVD., P.O. BOX 1030, NORWALK, CA 90651-1030 * PHONE: 562/929-5700 * FACSIMILE: 562/929-5773 * WWW.CI.NORWALK.CA.US

January 28, 2011

Nationwide Environmental Services
11914 Front Street
Norwalk, California 90650

To Whom It May Concern:

Nationwide Environmental Services (Nationwide) has been providing street sweeping services to the City of Norwalk for the past thirteen years. During this time frame, the City of Norwalk has experienced an extremely high quality of service from this contractor reflecting clean residential and business roadways throughout the community. Additionally, the City of Norwalk utilizes Nationwide to maintain the parking structures and parking lot facilities at all City properties. All of the work provided by Nationwide reflects a company that is professional and experienced in the field of street sweeping maintenance.

Customer service, reliability, and communication are all hallmarks of the Nationwide team. During their association with the City of Norwalk, Nationwide has proven themselves to be a business friendly contractor whose attitude and response is of the highest regard. Nationwide has also been highly supportive of many City programs and activities, making their presence in the community a very visible and positive one.

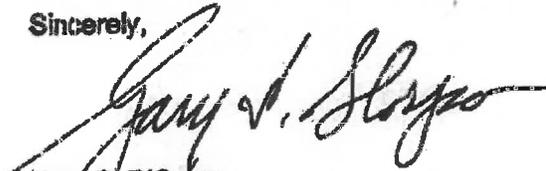
As with all of its contract service providers, the City of Norwalk is continually monitoring and reviewing the safety record of Nationwide Environmental Services as it provides street sweeping services to the community. A superior safety record, including conscientious drivers performing their maintenance duties at safe speeds, quality and well maintained equipment translating into consistent and accountable performance, and no claims for work related incidents is a reflection of the professional nature of Nationwide Environmental Services.

Nationwide Environmental Services
January 28, 2011
Page 2

Finally, each Nationwide employee, from the office personnel, to the field staff on the streets, conduct themselves in a very professional and respected manner. Any special requests from the City of Norwalk have always been handled quickly with quality results. As the Director of Public Services, I hold Nationwide Environmental Services in the highest regard for providing the very best in street sweeping operations, and can honestly recommend them for similar services at any other municipality or private enterprise.

If you would like any additional information regarding Nationwide Environmental Services, please feel free to contact me at (562) 929-5525.

Sincerely,



Gary S. DiCorpo
Director of Public Services



Insurance and Risk Management Specialists

February 07, 2011

Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

To Whom It May Concern:

Nationwide Environmental Services has proven to be an outstanding client of Lockton Insurance Brokers. As a client for the past 8 years, their commitment to safety is reflected across multiple programs implemented to enhance the management's and staff's knowledge of how to reduce injuries and general liability losses.

Some of the most efficient methods of their success are: incentive programs, pre-employment and random drug-screen policy, toolbox safety meetings, new hire orientation, job safety analysis, supervisor training, and their fleet safety program.

As a result of their excellent history record, I found Nationwide Environmental Services to be in compliance with all Federal and State laws.

Once again, please extend my thanks to your management group for their cooperation and support. If you have any questions or require additional assistance, please do not hesitate to contact me at (562) 756-8777 or fax (213) 873-4285.

Sincerely,

Bert Munoz

Bert Munoz, Senior Loss Control Consultant
bmunoz@lockton.com

CC:

Kim Sautter, Lockton

Walter Lee, Lockton

LOCKTON INSURANCE BROKERS, INC.
License#0714705

725 S. Figueroa St., 35th Fl / Los Angeles, CA 90017 / (213) 689-0065 / FAX: (213) 689-0550

Natural Gas Vehicles

Clean Energy for NES Sweepers...

Clean Energy Fuels (NASDAQ:CLNE) last week helped celebrate the opening of a fueling station in Norwalk, Calif. (Los Angeles), for Nationwide Environmental Services.

NES is said to be the first street-sweeping fleet in the country ("Maybe the world," says Clean Energy solid waste business development manager Sean Wine) with a dedicated compressed natural gas fueling installation on site.

The Clean Energy-designed station has an ANGI compressor package with a Vilter screw booster, allowing CNG to be dispensed at better than 400 gasoline gallon equivalents per hour.

"The station has 36 individual time-fill posts and will fuel 36 sweepers overnight," Wine told FeF.

Clean Energy will provide NES with ongoing operation and maintenance services.

NES, Nejtch Der Bedrossian, 800-222-5637 or 562-860-0604; nejtch@nes-sweeping.com; www.nes-sweeping.com

Clean Energy, Sean Wine, 562-493-2804; swine@cleanenergyfuels.com; www.cleanenergyfuels.com

...and for Limousines for Las Vegas

Clean Energy also confirmed last week that it's planning a compressed natural gas fueling station in Las Vegas to support vehicles including first-of-their-kind stretch limousines by Brea, Calif.-based Krystal Enterprises.

Krystal is converting 26 stretch limousines for the new environmentally friendly CityCenter complex in Las Vegas.

The base vehicles are Lincoln Town Cars and the CNG conversion hardware is from BAF Technologies.

Clean Energy, Chad Lindholm, 562-493-2804, ext 247; clindholm@cleanenergyfuels.com; www.cleanenergyfuels.com

BAF (Los Angeles), John Sledge, 714-376-8143; jsledge@baftechnologies.com; www.baftechnologies.com

Krystal Enterprises, Johnny Chen, 714-986-1200 or 800-579-7825; jchen@krystal.cc; www.krystal.cc

Kansas City for First of New ESI Trucks

Kansas City has taken delivery of eight of 19 Navistar International trucks with 24-valve engines converted to dedicated-methane operation by Emission Solutions, Inc.

Approval of the latest version of the 7.6-liter engine for conversion means that ESI can convert new trucks to compressed natural gas (CNG, May 18).

Kansas City will deploy the first of the 19 ESI-powered trucks for storm channel clearing, says municipal fleet manager Sam Sweargin.

ESI, president Jim Moore, 972-369-0092; jimmoore@emissionsolutionsinc.com; www.emissionsolutionsinc.com

Kansas City, Sam Sweargin, 816-313-8356; sam_sweargin@kcmo.org; www.kcmo.org



Omnitek Peru

"Everybody's busy and it's all because of CNG," says Werner Funk, CEO of Los Angeles-based Omnitek Engineering. Programs supporting conversion of taxis to compressed natural gas in Peru, he told FeF, are stimulating all sorts of economic activity. "I'm really happy to see a government supporting it like they do down there."

Which is why Omnitek has formed Omnitek Peru, as a joint venture with local partners, to convert diesels to methane and to re-power trucks and buses with Omnitek methane engines, possibly including new vehicles.

Industry sources estimate that diesel vehicle conversions for buses during the next few years will reach at least 20,000, with truck conversions expected to reach 50,000, Omnitek says. There is a potential market of 500,000 heavy-duty engines in Peru, Funk said.

G&W Group S.A. is Omnitek's distributor in Peru with an initial conversion order valued at \$4.5 million for a fleet of Leche Gloria beverage and milk delivery vehicles.

Omnitek, CEO Werner Funk, 760-591-0089, fax -591-0880, werner@omnitekcorp.com; www.omnitekcorp.com

Ford Gaseous Fuel Prep Option for E-Series

Ford has launched a gaseous fuel prep order option for its E-Series vans, NGV America reports.

"Fleet customers and dealers registered with their web access order bank system can now select the CNG-retrofit-ready option on the full line of E-series vans and wagons with the 5.4 liter engine," the association advises members this week. "Previously, qualified Ford E-series retrofitters would have to order the hardened valve seats and stems."

Ford info, Gerry Koss, 313-248-8280, mobile 313-622-3950; gkoss2@ford.com; www.fleet.ford.com

Hydrogen Fuel Cell Buses

CARB Lifts Deadline

ZEV Bus Requirement for 2011-2012 Delayed As Agency Will Await Data from New AC Trial The California Air Resources Board has postponed its deadline for large transit agencies to introduce zero-emission buses, lifting a requirement that would have taken effect for 15% of deliveries in 2011, or 2012 for agencies already fielding alternative fuel vehicles.

The original requirement was for so-called "diesel-path" agencies to meet the 15% ZEV minimum this year and for "CNG-path" agencies to comply in 2011.

All bets are now off as CARB has set no new deadline but will instead await data from AC Transit's 12 new fuel cell buses from Belgium's Van Hool, now expected to be in service by mid-2010.

The Van Hool purchase includes four hydrogen

more on page 4



One of AC Transit's existing Van Hool fuel cell buses



Press Release For:

Nationwide Environmental Services

For More Company Information Contact: Ani Samuelian, Director
Nationwide Environmental Services
11914 Front Street, Norwalk, CA 90650
Phone: (562) 860-0604
Email: ani@nes-sweeping.com

FOR IMMEDIATE RELEASE

NATIONWIDE ENVIRONMENTAL SERVICES FEATURED AT
WORLDSWEEPER.COM, SWEEPING INDUSTRY'S LARGEST
PROFESSIONAL RESOURCE

Norwalk, California, December 2006 – Nationwide Environmental Services was recently honored as one of only 12 contractors in the U.S. to be named 'Contractor of the Month' for 2006 at WorldSweeper.com, the power sweeping industry's premier information and professional online resource.

Nationwide Environmental Services was chosen from among over 5,000 U.S. sweeping industry contractors for this honor. The reasons cited by the editorial board of WorldSweeper.com included Nationwide Environmental Services' overall contributions to the power sweeping industry, including the company's leadership in becoming one of the first sweeping contractors in the U.S. to become a Certified Sweeping Contractor under the stringent guidelines of the North American Power Sweeping Association.

The honor is also a recognition of professionalism exhibited in Nationwide Environmental Services' approach to providing high-quality level of sweeping services to municipalities, residential communities, business parks, parking facilities, refineries and construction sites in the Los Angeles, Orange, Riverside, Ventura, and San Bernardino Counties.

Nationwide Environmental Services has been in business since 1968 and has become the preferred provider of street sweeping services through their excellent customer support programs and use of the best and newest equipment available in the industry. Customer satisfaction has long been the ultimate goal of everyone at Nationwide Environmental Services.

north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of **Certified Sweeping Company**.

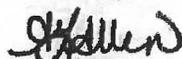
About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, **Nationwide Environmental Services** had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com. From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,



Amy Allen
Administrative Director

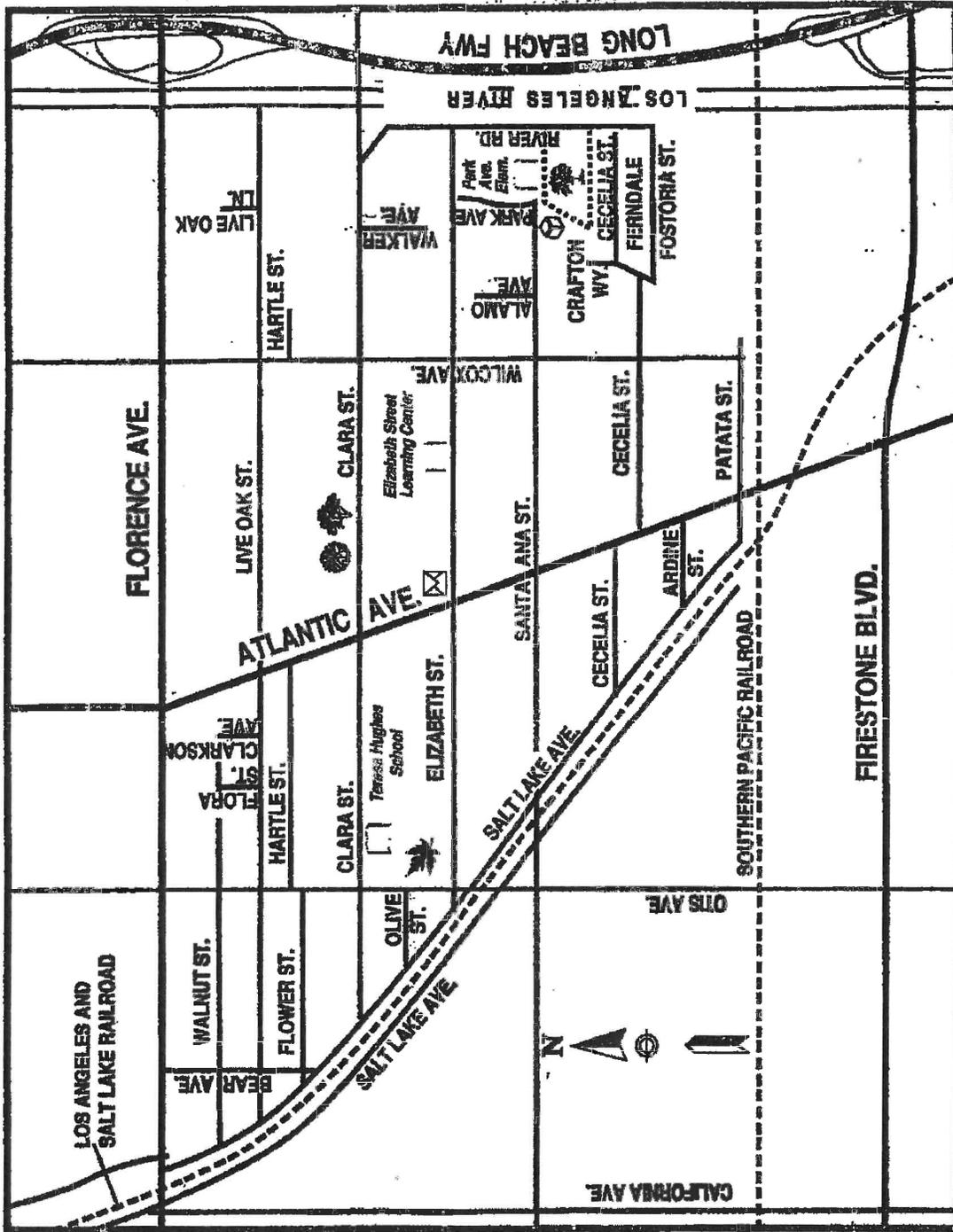


naPSa

PO Box 2114
Kalamazoo, MI 49003
Phone: (269) 363-6693
Fax: (269) 363-6694
www.napesonline.com

EXHIBIT C

Cudahy City Map



LEGEND

 CUDAHY CIVIC CENTER

*City Hall
*Library

 CLARA PARK COMMONS

(Senior Citizen Housing)

 CLARA ST. PARK

 CUDAHY CITY PARK
* Bedwell Hall
* Council Chambers
* Community Center

 LUGO PARK
* Community Center



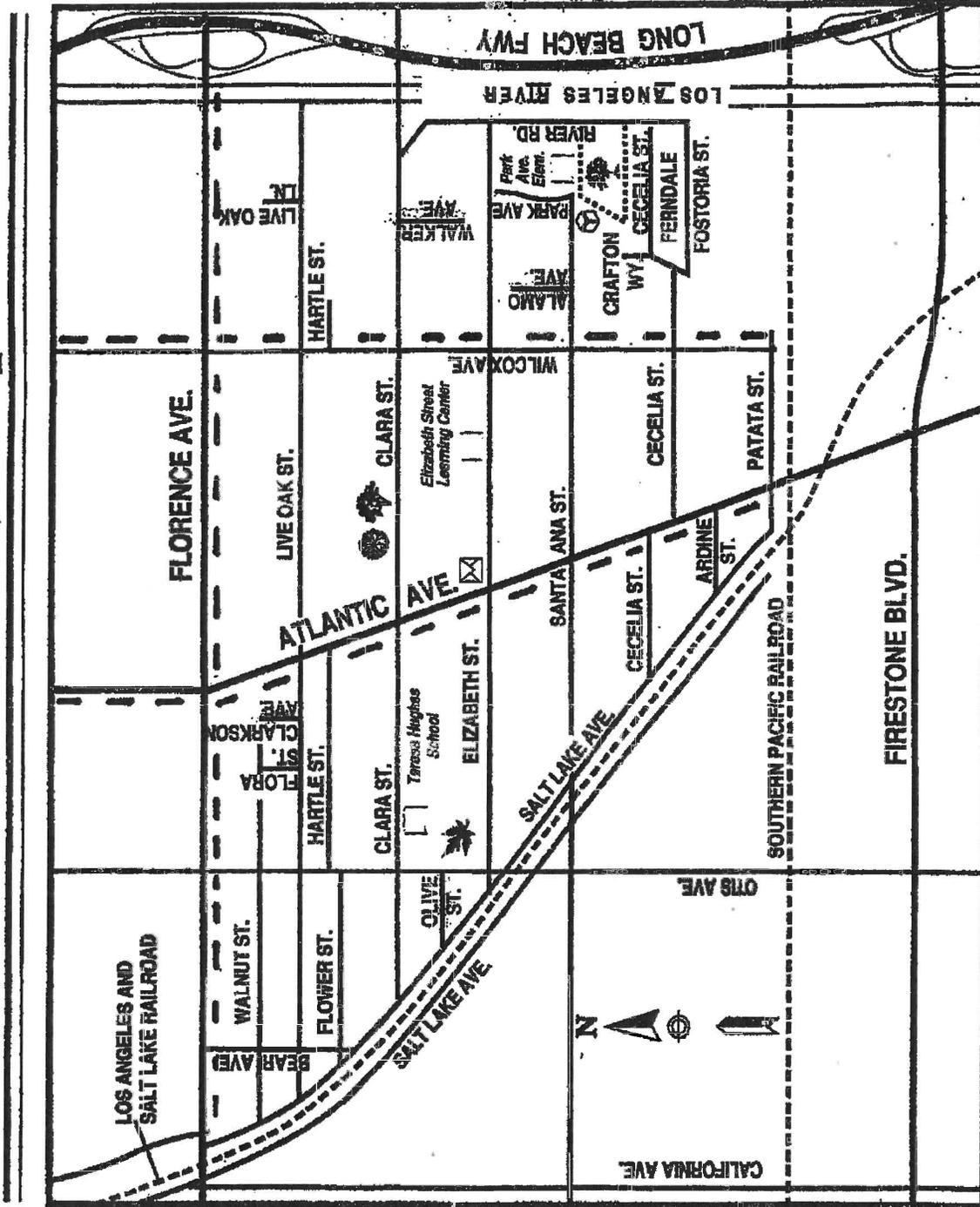
SCHOOLS



POST OFFICE

EVERY MONDAY & THURSDAY (12:00 AM TO 7:00 AM)

Cudahy City Map



LEGEND

 CUDAHY CIVIC CENTER
*City Hall
*Library

 CLARA PARK COMMONS
(Senior Citizen Housing)

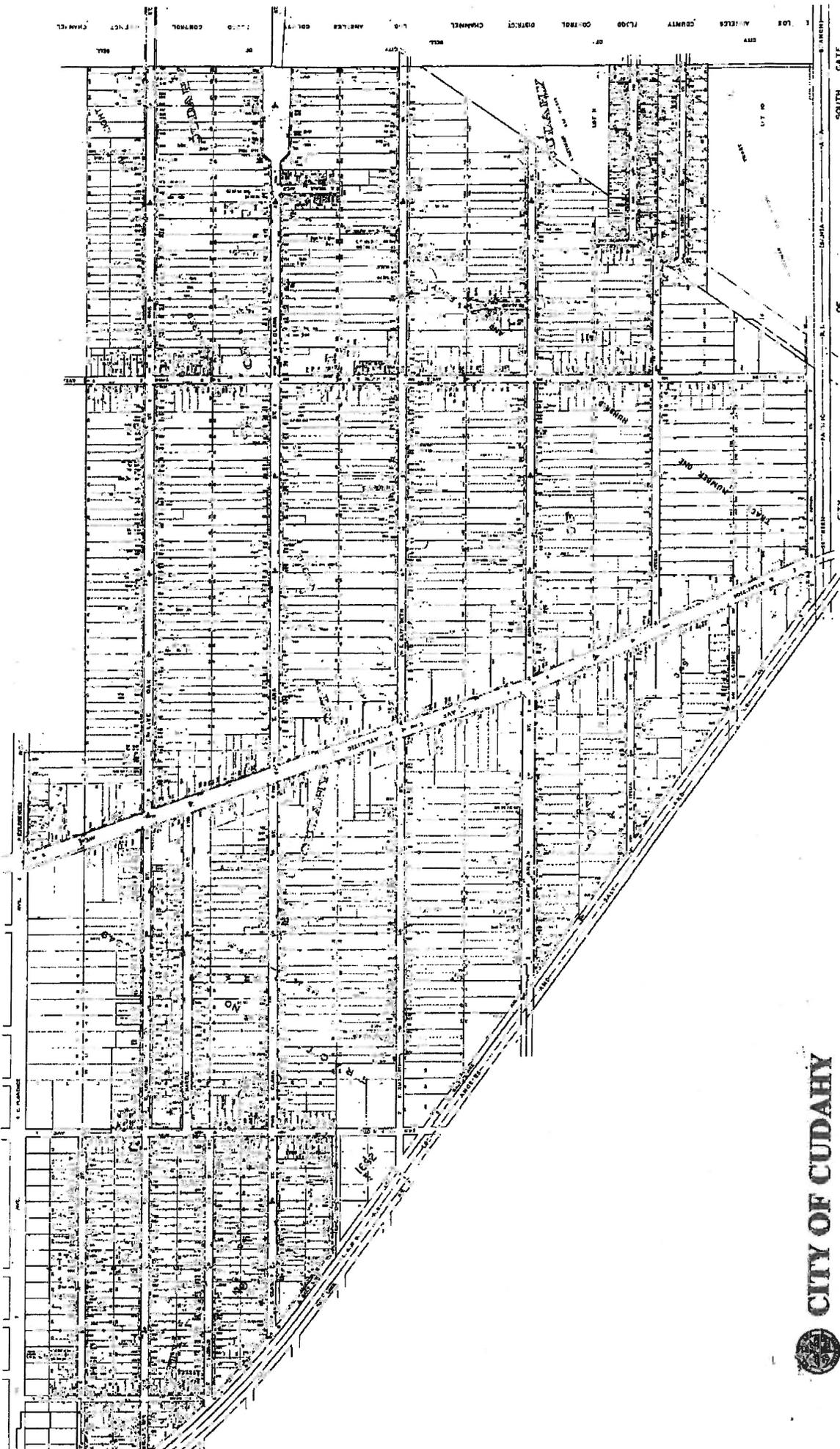
 CLARA ST. PARK
 CUDAHY CITY PARK
* Bedwell Hall
* Council Chambers
* Community Center

 LUGO PARK
* Community Center

 SCHOOLS

 POST OFFICE

(MEDIANS & CENTERLINES) EVERY MONDAY & THURSDAY 1:00 AM TO 5:00 AM



1. LOT 2. ALDERS COUNTY 3. T300 CO. 7801 DISTRICT CHAMBERLAIN 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.


CITY OF CUDAHY

CITY OF CUDAHY, WISCONSIN
 SOUTH GATE

Exhibit B

FIRST AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES (the “First Amendment”) is dated as of July 1, 2016 by and between the City of Cudahy (“City”) and Nationwide Environmental Services, a div. of Joe’s Sweeping, Inc. a California Corporation (“Contractor”) as follows:

– RECITALS –

WHEREAS, Contractor and City entered into an Agreement for Street Sweeping Services dated March 6, 2012 (the “Contract”) (A true and correct copy of the Contract is attached and incorporated as Exhibit “1”); and

WHEREAS, Contractor and City entered into a Settlement Agreement to resolve disputes that have arisen between City and Contractor as to (1) Contractor’s entitlement to compensation, and the measure of that compensation, for services performed prior to the Effective Date of the Settlement Agreement; (2) payment and timely payment by City of amounts owing, or claimed by Contractor to be owing, prior to the Effective Date of the Settlement Agreement; and (3) the Contract’s provision for payments due for services performed prior to and after the Effective Date of the Settlement Agreement (collectively, “Dispute”).

NOW, THEREFORE, the parties to this First Amendment agree as follows:

Section 1. The Contract is attached as Exhibit “1.”

Section 2. **Compensation.** Section 1.3 B. of the Contract shall be amended and replaced with the following:

B. Section 1.3(A) notwithstanding, Contractor’s total compensation for the performance of the services and tasks that comprise the Base Scope of Services shall be at a rate of \$25.50 per Curb Line Mile (“CLM”), plus CPI increases as provided for in the Contract, based on an agreed upon estimated 30 CLM per sweeping cycle (there shall be two sweeping cycle’s per week, with trash) for the period of February 2016 through the remaining Term of the Contract. This rate shall be inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. For purposes of this Agreement the term “City Fiscal Year” means the period of time commencing on July 1st of each calendar year and ending on June 30th of the calendar year immediately following.

Section 3. **Termination.** Section 5 of the Contract shall be amended to add the following additional provision:

5.5 Termination Pursuant to RFP: Contractor agrees that the City may put out a Request for Proposal due to a change in route for a new contract for street sweeping services at any time prior to the end of the Contract term, and should the City put out a Request for

Proposal due to a change in route for a new contract for street sweeping services prior to the end of the Contract term and accept another contractor or this Contractor on that Request for Proposal then the City may terminate this Contract with Contractor at any time thereafter. Other than as set forth herein the provisions of Section 5.1 of the Contract shall remain in full force and effect.

Section 4. Payment of Compensation: Section 1.4 of the Contract shall be amended and replaced with the following:

1.4. Payment of Compensation: Following the conclusion of each calendar month, CONTRACTOR shall submit an invoice to City setting forth CONTRACTOR'S charges for all services and tasks actually performed and satisfactorily performed by CONTRACTOR during the recently concluded calendar month under the Base Scope of Services and for any Additional Services actually requested by CITY. CONTRACTOR invoices shall state the curb linear miles (CLM) swept for the current route is thirty (30) CLM per cycle and the Parties agree for the remainder of the Contract that the current route is an estimated thirty (30) CLM per cycle and CITY shall pay for thirty (30) CLM per cycle for the current route. To the extent the invoice includes charges for Additional Services, the invoice must state: the type of Additional Services performed and the rate of compensation associated with each category of Additional Work performed and the name of the Authorized Representative who requested the service. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments or other authorized deductions from payments made to CONTRACTOR.

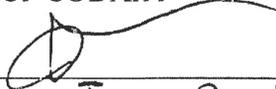
Section 5. Exhibit B to Contract, Page 19 of said Exhibit B (identified as page 14 of 14 on the bottom of said page) is amended by replacing that page with the attached replaced page which removes the portion of said page that describes the "Routine Sweeping Maintenance, items 1, 2 and 3 in their entirety".

Section 4. **No Further Modification.** Except as specifically set forth in this First Amendment, all of the terms and provisions of the Contract shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Contract, the provisions of this First Amendment shall govern and control but only to the extent of such conflict or inconsistency and no further. The Contract as amended by way of this First Amendment constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between the parties prior to the execution of the Contract as amended by way of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Contract as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the parties in the form of a written contract amendment.

IN WITNESS WHEREOF, the City of Cudahy and Nationwide Environmental Services, a div. of Joe's Sweeping, Inc. have caused this First Amendment to be executed as of the date indicated next to the signatures of the authorized officers which appear below:

Dated: 7/21, 2016

CITY OF CUDAHY

By: 
Name: Jose Puellos
Title: City Manager

Dated: 7/26, 2016

NATIONWIDE ENVIRONMENTAL SERVICES,
A DIV. OF JOE'S SWEEPING, INC.

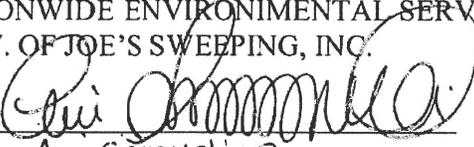
By: 
Name: Ani Samuelian
Title: Vice President

Exhibit C

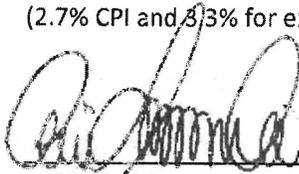


CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

5220 Santa Ana Street
Cudahy, California 90201-6024
(323)773-5143
Fax: (323) 771-2072

Per the Street Sweeping Services Agreement, Section 1.6, effective July 1, 2019 the City of Cudahy agrees and accepts NES' petition for an adjustment to the rates for extraordinary increases above and beyond the automatic CPI adjustment. Effective July 1, 2019, the price per curb mile will increase by 6% (2.7% CPI and 3.3% for extraordinary costs) to a new curb mile rate of \$30.40.


Ani Samuelian
Vice President

7/12/19
Date


Jose Pulido
City Manager

Date

Exhibit D

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



August 26, 2020

Mr. Henry Garcia
City Manager
City of Cudahy
5220 Santa Ana St.
Cudahy, CA 90201

Re: Street Sweeping Services

Dear Mr. Garcia,

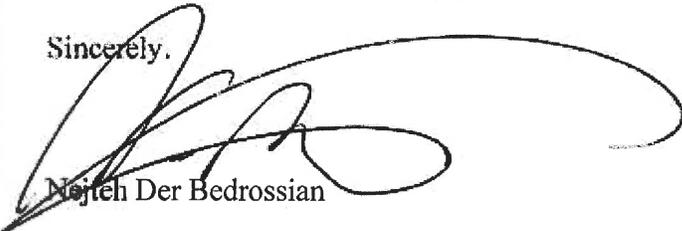
Nationwide Environmental Services (NES) is proud to be contracted with the City of Cudahy. We are committed to providing the City with the most professional and reliable street sweeping service available in the industry.

Per your request, NES proposes to provide street sweeping services based on the redesigned route (See attached map). The route has been redesigned to accommodate day time sweeping of the residential streets once per week, on Mondays and Tuesdays, 8:30 AM to 1:30 PM on an alternate side/alternate day sweeping pattern. Commercial and Arterial streets will remain under the existing frequency and continue to be swept twice per week on Mondays and Thursdays, 12:00 AM to 6:00 AM.

For the aforementioned services, the base monthly lump sum amount will be \$8,740.00. All other terms and conditions will remain unchanged with the contract renewal.

Should you have any questions, please feel free to contact me.

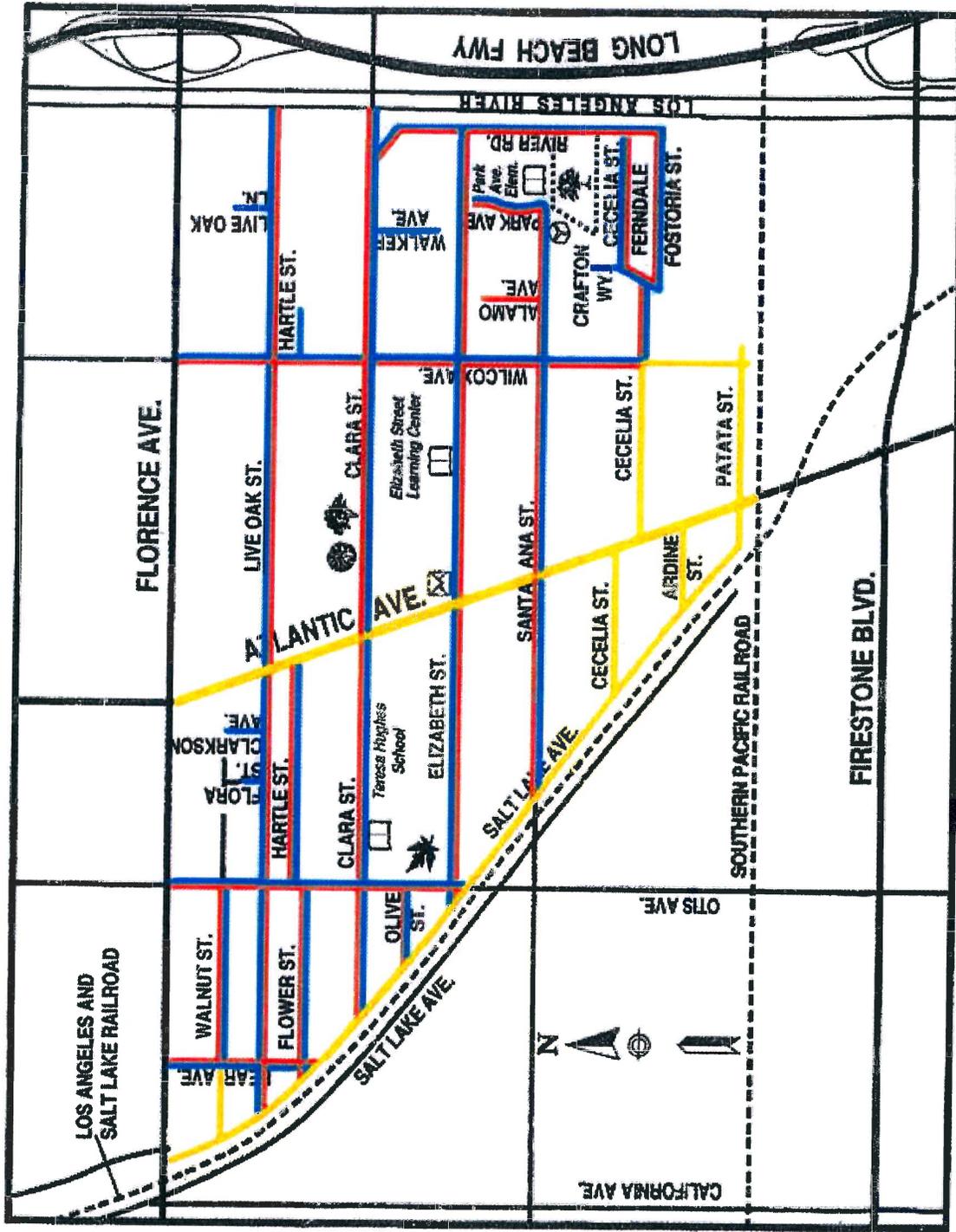
Sincerely,



Nejtch Der Bedrossian

CITY OF CUDAHY

ALTERNATE SIDE & ALTERNATE DAY STREET SWEEPING MAP



ARTERIALS & MEDIANS
MONDAY & THURSDAY
12:00 AM - 6:00 AM



RESIDENTIAL
MONDAY
8:30 AM - 1:30 PM



RESIDENTIAL
TUESDAY
8:30 AM - 1:30 PM



SECOND AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES (the "Second Amendment") is dated as of September 1st , 2020 by and between the City of Cudahy ("City") and Nationwide Environmental Services, a div. of Joe's Sweeping, Inc. a California Corporation ("Contractor") as follows:

RECITALS

WHEREAS, Contractor and City entered into an Agreement for Street Sweeping Services dated March 6, 2012 (the "Contract") (A true and correct copy of the Contract is attached and incorporated as Exhibit " A"); and

WHEREAS, on July 1, 2016, city council or the city amended the master agreement's compensation and termination clause (First Amendment, attached hereto as Exhibit B and incorporated by reference); and

WHEREAS on July 1, 2019, per the Street sweeping Agreement, Section 1.6, the City of Cudahy agreed and accepted NES' petition for an adjustment to the rates for extraordinary increase above and beyond the automatic CPI adjustment (Exhibit C). The curb per mile will increase 6% to a new curb mile rate of \$30.40.

NOW, THEREFORE, the parties to this Second Amendment agree as follows:

Section I. The Contract is attached as Exhibit "A."

Section 2. **Scope of Work** Section A, Exhibit C shall be replaced with attached Exhibit D; the attached maps illustrating the days and times of scheduled street sweeping for all City streets, medians, and centerlines. Exhibit D proposes residential street sweeping to be conducted Monday and Tuesday between 8:30 am – 1:30 pm on alternating sides of the street and Arterial and Median sweeping to be conducted Monday and Thursdays between 12 :00 am – 6:00 am.

Section 3. **Compensation.** Section 1.3 B. of the Contract shall be amended and replaced with the following: B. Section 1.3(A) notwithstanding, Contractor's total compensation for the performance of the services and tasks that comprise the Base Scope of Services shall be at a rate of \$8740.00 per month for the period of December 2020 through the remaining Term of the Contract a letter from NES with proposed rates is attached as Exhibit D. This rate shall be inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the work. For purposes of this Agreement the term "City Fiscal Year" means the period of time commencing on July, 1st of each calendar year and ending on June 30th of the calendar year immediately following.

Section 4. Miscellaneous.

(a) Effect of Amendment. The term "Contract" when used in this Second Amendment or the Contract shall mean the Master Agreement as amended, modified, and supplemented by this Second Amendment unless the context would require otherwise. Except to the extent the Master

Agreement and First Amendment is modified by this Second Amendment, the remaining terms and conditions of the Master Agreement and First Amendment shall remain unmodified and in full force and effect. In the event of conflict, between the terms and conditions of the Master Agreement, First Amendment and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail and control.

(b) Entire Agreement. The Master Agreement, together with this First Amendment, embodies the entire understanding between Contractor and City with respect to its subject matter and can be changed only by an instrument in writing signed by Contractor and City.

(c) Counterparts. This Second Amendment may be executed in one or more counterparts, including facsimile counterparts or electronic-mail counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Second Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Cudahy and Nationwide Environmental Services, a div. of Joe's Sweeping, Inc. have caused this Second Amendment to be executed as of the date indicated next to the signatures of the authorized officers which appear below:

Dated _____, 2020

CITY OF CUDAHY

By: _____
Name: _____
Title: _____

Dated _____, 2020

NATIONWIDE ENVIORNMENTAL SERVICES,
A DIVISION OF JOE'S SWEEPING INC.

By: _____
Name: _____
Title: _____

Cost Calculations

| CLM per Month | |
|---|-----|
| Agreed upon Curb Liner Miles per cycle | 30 |
| *Average of 9 sweep cycles per month (9*30) | 270 |

*based on invoices paid in the last year

| Cost per Month | |
|---|---------------------------------------|
| Current rate \$30.40 per CLM 270* \$30.40 | \$ 8,208.00 |
| Proposed Rate \$8740 per month | \$ 8,740.00 |
| | \$ (532.00) Difference in cost |

| |
|--|
| Annual difference in cost (\$532*12) \$ 6,384.00 |
|--|

* based on proposed rates from NES

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Item Number 13E

STAFF REPORT

Date: September 1, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Henry Garcia, Interim City Manager/Executive Director
Subject: **Adoption of a Proposed Resolution No. 20-30, Extending the Continuation of a Citywide Program to Allow Permitted Overnight On-Street Parking in Designated Parking Areas between July 1, 2020 to June 30, 2021 (Fiscal Year (FY) 2020-21)**

RECOMMENDATION

The City Council is requested to review and approve proposed Resolution No. 20-30, extending the continuation of a Citywide overnight parking program (the "Parking Program") that allows permitted overnight on-street parking in designated parking areas for the period between July 1, 2020 to June 30, 2021.

BACKGROUND

1. On January 1, 2015, the Citywide Parking Program was initiated as a pilot program based on City Council direction.
2. On June 30, 2016, the City Council approved a one-year extension (FY 2016-17) to the Parking Program to enable the development and approval of a new comprehensive ordinance to address permitted overnight parking and allow staff to coordinate a new street sweeping schedule.
3. On January 22, 2018, the City Council adopted Ordinance No. 671, amending Section 10.04.40 of Chapter 10.04 (Traffic Code) of Title 10 (Vehicles and Traffic) of the Cudahy Municipal Code.
4. On July 3, 2018, Council adopted Resolution 18-32, extending the overnight program for one year [(FY 2018-19)].

5. On June 18, 2019, Council adopted Resolution 19-15, extending the overnight program for one year [(FY 2019-20)].

ANALYSIS

The Parking Program was initiated as a pilot program in accordance with public comment and City Council recommendations discussed during the June 8, 2015 City Council meeting and the three corresponding focus group meetings, as well as staff's recommended modifications which included:

- Incorporation of a daily guest permit;
- Relaxed eligibility requirements (proof of residency, registration, etc.);
- Graduated payment structure; and
- Monthly/weekly/annual permit options.

Subsequent to the completion of the initial pilot Parking Program, through the use of the Enabling Just and Sustainable Growth Grant, City staff collaborated with the University of California, Los Angeles, (UCLA) in the preparation and development of the regulatory structure for new development. UCLA researchers provided staff with the recommendation that the City maintain its permit process, with modifications.

The information from this study recommended that the application process be simplified and be more cost effective for residents to utilize. Based on community feedback and comparisons to other municipalities in Los Angeles County, the program should be cost-neutral, with a price structure founded on staff and administrative costs. The proposed guidelines were developed through a series of workshops, travel demand studies, traffic studies, land use studies, and nexus fee studies with a goal that the permanent program's cost was to be recovered through permit fees collection.

The current program originally approved in 2017 addresses inconsistencies and deficiencies that arose from the original Parking Program. One of the issues addressed street sweeping schedule. Vehicles were not allowed to park on the streets citywide on Mondays between 12 a.m. – 7 a.m. to ensure sweepers effectively clean City streets. This caused distress on residents as to where to leave their cars on Mondays. Street sweeping enhances City's cleanliness, reduces debris, and ensures the City is compliant with the National Pollutant Discharge Elimination System (NPDES) guidelines. Therefore, changes to the Overnight Parking Pilot Program presented would take into consideration the new street sweeping hours, as presented in the Second Amendment to Agreement for Street Sweeping Services.

There will be an outreach effort to inform residents of changes to parking program we will have a three-month campaign to inform residents of parking changes through social media (Instagram, Facebook, Twitter), the city website, physical distribution of information sheets, electronic message boards, and informational signage at all City Hall facilities.

The following is the current fee schedule:

- One day guest permit: \$3.00
- Three day guest permit: \$8.00
- Annual resident permit: \$90.00 (no pro-rate)

Additionally, the current program has also equipped staff with the proper resources and internal controls to effectively issue permits, implement an internal system to accurately track permits, and provide resources to address the counterfeiting of permits.

CONCLUSION

It is recommended that the City Council consider and approve proposed Resolution No. 20-30, to extend the Parking Program, which allows permitted overnight on-street parking in designated parking areas between July 1, 2020 to June 30, 2021.

FINANCIAL IMPACT

The overnight parking program is cost neutral. Therefore, the estimated \$100,000 cost is projected to be offset by the program's projected revenue.

ATTACHMENT

A. Resolution No. 20-30

RESOLUTION NO. 20-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A ONE-YEAR EXTENSION TO THE CITY'S OVERNIGHT STREET PARKING PROGRAM

WHEREAS, the City of Cudahy (the "City") through the Cudahy Municipal Code (CMC) regulates vehicle parking, traffic circulation, and the transportation network to protect the public safety and general welfare.

WHEREAS, the City restricts on-street parking throughout the City in order to manage parking availability and ensure public safety and welfare; and

WHEREAS, On January 22, 2018, the City Council adopted Ordinance No. 671, amending Section 10.04.40 of Chapter 10.04 (Traffic Code) of Title 10 (Vehicles and Traffic) of the Cudahy Municipal Code; and

WHEREAS, Section 10.04.010 of the CMC currently prohibits vehicle parking on any highway, street, alley, or public place between the hours of 12:00 a.m. and 7:00 a.m. on Mondays and 3:00 a.m. and 6:00 a.m. Tuesdays through Sundays ; and

WHEREAS, Section 10.08.060 of the CMC authorizes the establishment of parking penalties by ordinance or resolution of the City Council; and

WHEREAS, due to compacted and dense multi-family properties Citywide and insufficient off-street parking, it is necessary to accommodate increased demand for parking throughout the City; and

WHEREAS, on January 1, 2015, a Citywide overnight parking permit pilot program was initiated to determine the effectiveness and feasibility of a permanent overnight parking permit; and

WHEREAS, on June 30, 2016, the City Council extended such program for an additional year and has done so for each subsequent year; and

WHEREAS, the City Council seeks to extend the overnight parking program, with relevant adjustments proposed by staff, for a period of one year and set fees as set forth below.

NOW THEREFORE, THE CITY OF CUDAHY CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The City of Cudahy's overnight parking permit program ("Overnight Parking Program") is hereby extended and modified, effective from July 1, 2020 to July 1, 2021, as follows:

A. Administration of the Overnight Parking Program.

1. City residents may request that a permit for overnight vehicle parking in accordance with the Overnight Parking Program be issued for a specific vehicle and dwelling unit. The registered owner of the car must request the parking permit in person. The vehicle registration and the applicant's driver's license must reflect the same name and address.

2. Guests may request a temporary overnight vehicle parking for up to one week; the vehicle make and license plate number must be provided in order to qualify for said permit.
3. The Public Safety Department shall prescribe forms requesting any information and documentation pertinent to the eligibility requirements, including, without limitation, vehicle registration, driver's license, renter's agreement, and condominium documents. False information on a permit application will subject the permit to immediate revocation.
4. The City may conduct an inspection to verify parking conditions and application information prior to issuing a parking permit.

B. Eligibility.

Resident Overnight Parking Permit

- No more than three (3) annual overnight on-street parking permits maybe issued per dwelling.

Guest Overnight Parking Permit

- Overnight on-street parking permit maybe issued for guest parking.

C. Fee Structure.

This fee structure is for the number of vehicles per dwelling unit. Resident Overnight Parking Permits are sold on a calendar year basis with no applicable proration. Such fees do not include holidays referenced in subsection "E," below

- 1) Annual (Calendar Year) Permits
 - \$90.00 / vehicle, up to three vehicles per property
 - Annual Permit Fee does not pro-rate.
- 2) Three Day Permits:
 - Three Day Guest Permits total \$8.00 excluding holidays referenced in subsection "E," below.
- 3) Daily Permits:
 - Guest Permits total \$3/day excluding holidays referenced in subsection "E," below.

D. General Conditions.

- Must abide to all street sweeping signs
- No more than three annual permits shall be issued per address.
- At the end of the Overnight Parking Program, permit holders must reapply.
- Overnight parking permits will not be issued for parking of motor homes, recreational vehicles, or any commercial vehicles. This includes vehicles with signs, logos, racks, or ladders.
- Parking permits shall be displayed and visible in the outside upper left-hand corner of the rear car window.
- All expired permits must be removed
- Non-operational vehicles will not be issued an overnight parking permit.
- Vehicles shall not park in the same location in excess of 72 hours.

- Vehicles that have unpaid parking citations will not be issued overnight parking permits.
- Annual parking permits are only transferrable if applicant presents the former annual permit sticker, as well as the new registration with applicant's name and Cudahy address.
- All overnight parking permits are non-refundable.

E. Holiday Parking.

Overnight parking enforcement shall be suspended during the period of the Overnight Parking Program in connection with the following National holidays:

- July Fourth: July 3rd – July 5th, 2020
- Labor Day: September 7th, 2020
- Veteran's Day: November 11th, 2020
- Thanksgiving: November 26th – November 30th, 2020
- Christmas: December 24th – 29th, 2020
- New Year's Day: December 30th, 2020 – January 4th, 2021
- Martin Luther King Day: 3rd Monday in January 2021
- President's Day: February 15th, 2021
- Mother's Day: May 8th – 10th, 2021
- Memorial Day: May 31st, 2021
- Father's Day: June 19th – 21st, 2021

SECTION 2. All other parking regulations shall remain in full force and effect, including but not limited to: colored curb markings, no stopping, standing or parking, handicapped parking areas, street sweeping signs, etc. Regardless of possession of parking permit failure to abide to parking regulations may result in issued citations.

SECTION 3. The regulations set forth herein are exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15301(c), because they involve the operation of existing facilities.

SECTION 4. The City Manager has discretion to lift the issuance of overnight parking permits due to unforeseen circumstances as he/she deems appropriate.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 1st of September, 2020.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 20-30 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Assistant City Clerk at a regular meeting of said Council held on the 1st day of September, 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

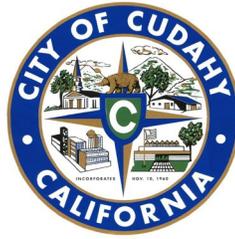
NOES:

ABSTAIN:

ABSENT:

Richard Iglesias
Assistant City Clerk

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Item Number 15A

STAFF REPORT

Date: September 1, 2020
To: Honorable Mayor/Chair and City Council/Successor Agency Members
From: Henry Garcia, Interim City Manager/Executive Director
By: City Attorney's Office
Subject: **Consideration and Adoption of an Ordinance Enacting a Temporary Moratorium on Evictions Due to the Nonpayment of Rent**

RECOMMENDATION

The City Council is recommended to adopt an Ordinance (Attachment A) enacting a temporary moratorium on evictions due to the nonpayment of rent for tenants after the expiration of both State and County eviction protections. The proposed Ordinance has a six-month term and a six-month repayment period for unpaid rent.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION:

On March 4, 2020, in response to the continued spread of Coronavirus (COVID-19), California Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19. On March 16, 2020, Governor Newsom issued Executive Order No. N-28-20 ("N-28-20") putting a temporary moratorium on all evictions throughout the State through May 31, 2020, N-28-20 was later amended by Executive Order No. N-37-20 ("N-37-20"), with the same expiration date. N-28-20 was then extended by Executive Order No. N-71-20 ("N-71-20") providing protections for all tenants throughout the state through September 30, 2020.

In addition to the protection by Governor Newsom, the Los Angeles County Board of Supervisors ("Board of Supervisors") issued an Executive Order ("County Executive Order") that imposed a temporary moratorium on evictions for non-payment of rent by residential or

commercial tenants impacted by COVID-19 commencing March 4, 2020 through May 31, 2020. On April 14, 2020, the Board of Supervisors expanded the County Executive Order to include all incorporated cities within the County of Los Angeles.

The actions taken to contain the spread of COVID-19 have resulted in the unemployment of many residents of the City. Increasing unemployment rates results in residents being unable to pay their rent. At the moment, both N-71-20 and the County Executive Order are offering protection from evictions through September 30, 2020. The City wishes to protect its residents from additional undue hardship during this difficult time and is proposing this additional protection to the tenants of Cudahy.

FISCAL IMPACT

There is currently no fiscal impact on the City's budget.

RECOMMENDATION

Accordingly, it is recommended that the City Council approve the attached Ordinance.

ATTACHMENTS

- A. Ordinance No. 710

ORDINANCE NO. 710

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF CUDAHY, CALIFORNIA ENACTING A
TEMPORARY MORATORIUM ON EVICTIONS DUE
TO THE NONPAYMENT OF RENT**

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of Cudahy (“City”) may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, on March 4, 2020, in response to the continued spread of Coronavirus (COVID-19), California Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order No. N-28-20 (“N-28-20”) putting a temporary moratorium on all evictions throughout the State through May 31, 2020, N-28-20 was later amended by Executive Order No. N-37-20 (“N-37-20”), with the same expiration date; and

WHEREAS, on May 29, 2020, N-28-20 was then extended by Executive Order N-66-20 (“N-66-29”) extending the protection for evictions through July 30, 2020; and

WHEREAS, on June 30, 2020, Executive Order No. N-71-20 (“N-71-20”) later extended the protection for all evictions through September 30, 2020; and

WHEREAS, on March 19, 2020, the Los Angeles County Board of Supervisors (“Board of Supervisors”) issued an Executive Order (“County Executive Order”) that imposed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 commencing March 4, 2020 through May 31, 2020; and

WHEREAS, on April 14, 2020, the Board of Supervisors expanded the County Executive Order to include all incorporated cities within the County of Los Angeles; and

WHEREAS, on July 21, 2020, the Board of Supervisors expanded the County Executive Order through September 30, 2020; and

WHEREAS, displacement through eviction destabilizes the living situation of tenants and impacts the health of the City’s residents by uprooting children from schools, disrupting the social ties and networks that are integral to citizens’ welfare and the stability of communities within the City; and

WHEREAS, displacement through eviction creates undue hardship for tenants through additional relocation costs, stress, and anxiety, and the threat of homelessness due to the lack of alternative housing; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Title. This Ordinance shall be known as the “City of Cudahy’s Eviction Moratorium Ordinance.”

SECTION 3. Definitions

- A. “Affected Tenant” means a Tenant who satisfies one or more of the criteria in paragraph A of Section 8, of this Ordinance below.
- B. “Effective Date” means the day after the expiration of the County Executive Order or N-71-20, or any extension thereto, the later date of the two.
- C. “Health Department” means the County of Los Angeles Department of Public Health.
- D. “Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, Mobilehome or Mobilehome lot, and the agent, representative, or successor of any of the foregoing.
- E. “Mobilehome” means a structure transportable in one or more sections, designed and equipped to contain no more than one dwelling unit, to be used with or without a foundation system.
- F. “Mobilehome Park” means any area or tract of land where two or more mobilehome lots are rented or leased, or held out for rent or lease, to accommodate mobilehomes used for human habitation for permanent, as opposed to transient, occupancy.
- G. “Mobilehome Owner” means a person who owns a Mobilehome and rents or leases the Mobilehome Park lot on which the Mobilehome is located.
- H. “Mobilehome Resident” means a person who rents a mobilehome from a Mobilehome Owner.
- I. “Moratorium Period” means the period beginning on the Effective Date and ending after six (6) months.
- J. “Notice of Termination” shall mean the notice informing a Tenant Household or Mobilehome Resident of the termination of its tenancy in accordance with California Civil Code Section 1946.1 and California Code of Civil Procedure Section 1161, as amended.
- K. “Rental Unit” means: (i) a Mobilehome, building, structure or the part of a structure that is used as a home, residence, or sleeping structure by one person

who maintains a household or by two or more persons who maintain a common household; (ii) a rented lot within a Mobilehome Park where a Mobilehome Owner's Mobilehome coach is located.

- L. "Tenant" means a residential tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement, or by sufferance, to use or occupy a Rental Unit. The term "Tenant" is inclusive of the defined terms "Tenant Household", "Mobilehome Resident" and "Mobilehome Owner."
- M. "Tenant Household" means one or more Tenant(s) who occupy any individual Rental Unit, including each dependent of any Tenant whose primary residence is the Rental Unit.

SECTION 4. Application. This Ordinance applies to Affected Tenants in any Rental Unit and Landlords of Affected Tenants.

SECTION 5. Moratorium on Eviction and Termination of Tenancies for Affected Tenants.

- A. For the period commencing upon the Effective Date and **ending six months after the Effective Date** ("Moratorium Period") a Landlord may not terminate the tenancy of a Tenant who qualifies as an Affected Tenant for non-payment of rent. During the term of the Moratorium Period established under this Ordinance, a Landlord shall not serve a notice pursuant to California Code of Civil Procedure Sections 1161 or 1162, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise endeavor to evict an Affected Tenant for nonpayment of rent.
- B. The Moratorium Period established under this Ordinance is intended to have greater scope and longer duration than the moratorium established under the County Executive Order and N-71-20, or any extension thereto, the later date of the two.

SECTION 6. Just Cause Termination.

- A. The provisions of Section 7 of this Ordinance notwithstanding, a Landlord, subject to compliance with the requirements of this Ordinance may terminate the tenancy of a Tenant who otherwise qualifies as an Affected Tenant if a Landlord can show any of the following circumstances apply thereby rendering the termination a "Just Cause Termination":
 - 1. Nuisance Behavior. The Affected Tenant, after written notice to cease, continues to be so disorderly or to cause such a nuisance as to destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Rental Unit. Such nuisance or disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Rental Unit, and may be further defined in the regulations adopted by the City, including but not limited to regulations established by ordinance or resolution.

2. Refusing Access to the Unit. The Affected Tenant, after written notice to cease and a reasonable time to cure, continues to refuse the Landlord reasonable access to the Rental Unit, so long as the Landlord is not abusing the right of access under California Civil Code Section 1954, as amended.
3. Unapproved Holdover Subtenant. The Affected Tenant holding over at the end of the term of the oral or written rental agreement is a subtenant who was not approved by the Landlord.
4. Ellis Act Removal. The Landlord seeks in good faith to recover possession of the Rental Unit to remove the building in which the Rental Unit is located permanently from the residential rental market under the Ellis Act and, having complied in full with the Ellis Act and any related ordinance of the City, including the provision of relocation assistance as may be required by applicable state law.
5. Owner Move-In. With respect to residential tenancies, the Landlord seeks in good faith, honest intent, and without ulterior motive to recover possession for: a) the Landlord's own use and occupancy as the Landlord's principal residence for a period of at least thirty-six (36) consecutive months commencing within three (3) months of vacancy; or (b) the principal residence of the Landlord's spouse, domestic partner, parent(s), child or children, brother(s), or sister(s) (each an "authorized family member") for a period of at least thirty-six (36) consecutive months and commencing within three (3) months of vacancy, so long as the Rental Unit for the Landlord's authorized family member is located in the same building as the Landlord's principal residence and no other Rental Unit in the building is vacant. It shall be a rebuttable presumption that the Landlord has acted in bad faith if the Landlord or the Landlord's qualified relative, for whom the Tenant was evicted, does not move into the Rental Unit within three (3) months from the date of the Tenant's surrender of possession of the premises or occupy said unit as his/her principal residence for a period of at least thirty-six (36) consecutive months. The Landlord shall have provided relocation assistance as may be required by the Cudahy Municipal Code or applicable state law.
6. Order to Vacate. The Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a court or governmental agency's order to vacate, order to comply, order to abate, or any other City enforcement action or order that necessitates the vacating of the building in which the Rental Unit is located as a result of a violation of the Cudahy Municipal Code or any other provision of law, and provides a notice of the right to reoccupy. The Landlord shall have provided relocation assistance as may be required by the Cudahy Municipal Code or applicable state law.
7. Vacation of Unpermitted Rental Unit. The Landlord seeks in good faith to recover possession of an unpermitted Rental Unit in order to end the unpermitted use. The Landlord shall have provided relocation assistance as may be required by the Cudahy Municipal Code or applicable state law.

8. Criminal Activity.

- a. The Tenant Household, after receiving a written notice to cure (which notice shall include the return provisions listed in subsection d, below) by removing the Violating Tenant (as defined below) from the household, and, where necessary, amending the lease to remove the Violating Tenant's name, fails to do so within a reasonable time, by one of the following methods as further described in the regulations:
 - i. Filing a restraining order or providing evidence to the Landlord of similar steps being taken to remove the Violating Tenant from the household.
 - ii. Removing the Violating Tenant from the household and providing written notice to the Landlord that the Violating Tenant has been removed.
- b. For purposes of this subsection 8, a "Violating Tenant" shall mean an adult Tenant that is indicted by a grand jury or held to answer pursuant to Penal Code Section 872, as amended, for a serious felony as defined by Penal Code Section 1192.7(c), as amended, or a violent felony as defined by Penal Code Section 667.5(c), as amended, which occurred during the tenancy and within 1,000 feet of the premises on which the Rental Unit is located.
- c. The past criminal history of a Tenant shall not be a factor in determining whether the Tenant is a Violating Tenant.
- d. If a Violating Tenant, as defined above, is acquitted from the charges or the charges are dismissed or reduced, he or she may return to the Rental Unit as a Tenant, so long as: 1) the Tenant Household still resides in the Rental Unit; and 2) the Tenant Household consents to the Violating Tenant's return.

B. Relocation Assistance and Deposits.

1. Nothing in this Ordinance shall operate to relieve a Landlord to pay relocation assistance to Affected Tenants where required by applicable state law.
2. Refund of Security Deposit. A Landlord shall refund to the Tenant Household any security deposit paid by the Tenant Household, provided however, that the Landlord may withhold any properly itemized deductions from the security deposit pursuant to California Civil Code Section 1950.5, as amended.

SECTION 7. Affirmative Defense to Eviction; Penalties and Remedies.

- A. Affirmative Defense. Each Landlord that seeks to terminate a tenancy of an Affected Tenant must comply with this Ordinance. Non-compliance with any applicable component of this Ordinance shall constitute an affirmative defense

for an Affected Tenant against any unlawful detainer action under California Code of Civil Procedure Section 1161, as amended. To assert this defense and to establish Affected Tenant status, a Tenant shall have first notified the Landlord in writing before rent is due, or within a reasonable period of time afterwards not to exceed thirty (30) calendar days, that the Tenant needs to delay all or some payment of rent attributable to an inability to pay the full amount due to reasons related to the novel coronavirus (COVID-19) pandemic, including but not limited to the following:

1. The Tenant was unable to work because the Affected Tenant was sick with COVID-19 and hospitalized or otherwise required to stay at home and self-quarantine by written order of the Health Department, or the Affected Tenant was caring for a household or family member who was/is sick with COVID-19; or
2. The Tenant experienced a lay-off, work furlough, reduction in work hours or income reduction resulting from the COVID-19 pandemic and/or related emergency responses of governmental entities, including orders and/or declarations of the Governor of the State of California and the Health Department; or
3. The Tenant needed to miss work to care for a minor child whose school was closed in response to the COVID-19 pandemic and the Tenant was either ineligible to receive paid leave; unable to make use of accrued but unused paid vacation time or exhausted all such leave or vacation time before the minor's school was re-opened

B. Along with the notification referenced under paragraph A of this section, above, the Affected Tenant must also include true and correct copies of verifiable documentation that reasonably corroborate any or all of the permitted reasons for the non-payment of rent under paragraph A of this section, above. The following documentation shall create a rebuttable presumption that the Affected Tenant has satisfied one or more of the permitted reasons for non-payment of rent set forth under paragraph A of this section, above, but are not necessarily the exclusive form of documentation corroborating such reasons:

1. A written notice or like documentation from the Affected Tenant's employer citing COVID-19 as a reason for reduced work hours, work furlough, or termination; or
2. Employer paycheck stubs, payroll checks, bank statements, or medical bills or signed letters or statements from the Affected Tenant's employer or supervisor explaining the Affected Tenant's changed financial circumstances; or
3. Notification from a school declaring a school closure related to COVID-19

C. Civil Remedies

1. Any Landlord that fail(s) to comply with this Ordinance may be subject to civil proceedings for displacement of Affected Tenant(s) initiated by the City or the Affected Tenant Household for actual and exemplary damages.
2. Whoever is found to have violated this Ordinance shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees.
3. Treble damages shall be awarded for a Landlord's willful failure to comply with the obligations established under this Ordinance.
4. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-Tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

SECTION 8. Repayment by Affected Tenant Following Expiration of Moratorium Period. Nothing in this Ordinance shall relieve a Residential Tenant of liability for any unpaid rent following the expiration of the Moratorium Period established under this Ordinance. The foregoing notwithstanding and except as otherwise agreed to in writing by the Affected Tenant and the Landlord, the Affected Tenant shall be given a period of six (6) months after Moratorium Period has expired to pay all rent sums that became due but were not paid by the Affected Tenant during the moratorium period established under the Ordinance or any extension thereto. During this six-month period for the repayment of unpaid back-rent, an Affected Tenant shall continue to be afforded the protections set forth under the Ordinance specific to the payment of rent sums that became during the moratorium period, but which were unpaid. A Landlord shall not assess and the Affected Tenant shall not be liable for the payment of any late fees or penalties for the delay in payment of rent sums that became due but which were unpaid by the Affected Tenant during the period of the moratorium established under the Ordinance or any extension thereto.

SECTION 9. Environmental. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

SECTION 10. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto inconsistent with the provisions of this 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 Ordinance.

SECTION 11. 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 12. Construction. The Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Cudahy Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 13. Publication and Effective Date. The Mayor shall sign, and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this ____ day of September 2020.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CUDAHY) SS:

I, Richard Iglesias, City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No.710 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ___ day of September 2020 and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Iglesias
City Clerk