

# **AGENDA CITY OF WATSONVILLE CITY COUNCIL MEETING**

*Opportunity Through Diversity; Unity Through Cooperation.*



*Working with our community to create positive impact through service with heart.*

**Rebecca J. Garcia, Mayor, District 5**  
**Trina Coffman-Gomez, Mayor Pro Tempore, District 6**

**Felipe Hernandez, Council Member, District 1**  
**Aurelio Gonzalez, Council Member, District 2**  
**Lowell Hurst, Council Member, District 3**  
**Francisco Estrada, Council Member, District 4**  
**Ari Parker, Council Member, District 7**

**Matt Huffaker, City Manager**  
**Alan J. Smith, City Attorney**  
**Beatriz Vázquez Flores, City Clerk**

## **SPECIAL MEETING**

**MEETING ADJOURNED TO MARCH 23, 2020 AT 2:00 PM**

*City Council Chambers  
275 Main Street, Top Floor  
Watsonville, CA 95076*

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**Spanish language interpretation is available**

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### **Americans with Disabilities Act**

The City of Watsonville, in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access and/or participate in City Council meetings, please call the City Clerk's Office at least three (3) days in advance of the meeting to make arrangements. The City of Watsonville TDD number is (831) 763-4075.

Meetings are televised live on Charter Cable Communications Channel 70 and AT&T Channel 99 and re-broadcast on Thursday at 5:00 p.m. and Saturday at 8:00 a.m. the same week of the meeting.

For information regarding this agenda or interpretation services, please call the City Clerk's Office at (831) 768-3040.

**THE COUNCIL ADJOURNED THE MEETING AND WILL BE  
TAKING ACTION ON ITEM 7.A. ONLY ON MARCH 23, 2020  
AT 2:00 PM**

**[AGENDA PACKET](#)**

**Attachments:**      [Agenda Packet](#)

**[AGENDA EN ESPAÑOL](#)**

**Attachments:**      [Agenda en Español](#)

**10:00 a.m.**

**Notice of Teleconferenced Meeting**

Pursuant to Governor Newsom's Executive Order N-29-20 regarding COVID-19, members of the Watsonville City Council and staff may participate in this meeting by teleconference. To reduce the spread of COVID-19, members of the public are encouraged to view the meeting from their homes by video streaming at <https://watsonville.legistar.com/> or on Channel 70 (Charter) and Channel 99 (AT&T). Public may provide comments during the meeting by calling (831) 831-768-3527 while the item is being considered. You may also submit written comments in writing by 8:00 a.m. on March 20, 2020. Those attending the meeting in person will be required to maintain appropriate social distancing.

To submit a comment in writing, please email [citycouncil@cityofwatsonville.org](mailto:citycouncil@cityofwatsonville.org) and write "Public Comment" in the subject line. Include the item number and title of the item in the body of the email and your comments. If you would like the comment to be read out loud at the meeting (not to exceed three minutes), please write "Read Out Loud at Meeting" at the top of the email. All comments received by 8:00 a.m. will be included as in the Council Packet on the City's website before the meeting. Those comments received after 8:00 a.m. will be added to the record of the meeting.

**Anyone Addressing the City Council is asked to fill out a blue card and leave it at the podium for recording purposes**

**(IF YOU CHALLENGE ANY ACTION APPEARING ON THIS AGENDA IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC MEETING DESCRIBED ON THIS AGENDA, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY CLERK BY 3:00 P.M. ON THE MEETING DATE, OR DURING THE PUBLIC MEETING.)**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PRESENTATIONS & ORAL COMMUNICATIONS

*This time is set aside for members of the general public to address the Council on any item not on the Council Agenda, which is within the subject matter jurisdiction of the City Council. No action or discussion shall be taken on any item presented except that any Council Member may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Council will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. ALL SPEAKERS ARE ASKED TO FILL OUT A BLUE CARD & LEAVE IT AT THE TABLE DESIGNATED NEAR THE PODIUM, GO TO THE PODIUM AND ANNOUNCE THEIR NAME AND ADDRESS IN ORDER TO OBTAIN AN ACCURATE RECORD FOR THE MINUTES.*

**A. [ORAL COMMUNICATIONS FROM THE PUBLIC](#)**

**B. [ORAL COMMUNICATIONS FROM THE COUNCIL \(2 MINUTES EACH\)](#)**

**4. REPORTS TO COUNCIL -- No Action Required**

**A. [COVID-19 ESSENTIAL SERVICES UPDATE](#)**

**Requested by:** City Manager Huffaker

**Attachments:** [COVID19 Presentaion](#)

- 1) Oral Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Input

**5. CONSENT AGENDA**

*All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one consensus motion. Any items removed will be considered immediately after the consensus motion. The Mayor will allow public input prior to the approval of the Consent Agenda.*

**Public Input on any Consent Agenda Item**

**A. [MOTION DIRECTING CITY ATTORNEY TO PREPARE RESOLUTION APPROVING PAYMENT FOR REPAIR OF THE D8-CATERPILLAR BULLDOZER SERVING THE CITY OF WATSONVILLE LANDFILL IN THE AMOUNT OF \\$111,371.65](#)**

**Requested by:** Public Works & Utilities Director Palmisano

**Attachments:** [Approve Payment for Repair of Bulldozer - Report](#)

- B.** [RESOLUTION AUTHORIZING PURCHASE OF THREE 2020 PETERBILT MODEL 520 ROLL-OFF COLLECTION VEHICLES TO BE USED BY THE SOLID WASTE DIVISION FROM RUSH TRUCK CENTERS OF CALIFORNIA, INC., THROUGH THE PURCHASING AUTHORITY OF THE CITY OF LOS ANGELES, IN AN AMOUNT NOT TO EXCEED \\$806,746.80 \(\\$537,831.20 WILL BE FUNDED BY SOLID WASTE ENTERPRISE FUND FOR FY2018/2019 & \\$268,915.60 WILL BE FUNDED BY THE SOLID WASTE ENTERPRISE FUND FOR FY2019/2020\)](#)

**Requested by:** Public Works & Utilities Director Palmisano

**Attachments:** [Purchase of Roll-Off Vehicles - Report](#)  
[Purchase of Roll-Off Vehicles - Resolution](#)

- C.** [RESOLUTION AUTHORIZING PURCHASE OF ONE \(1\) 2021 TYMCO MODEL 600 STREET SWEEPER UNIT TO BE USED BY SOLID WASTE DIVISION FROM GCS ENVIRONMENTAL EQUIPMENT SERVICES, INC., THROUGH THE PURCHASING AUTHORITY OF THE CITY OF SELMA, IN AN AMOUNT NOT TO EXCEED \\$282,397.05 \(FUNDED BY THE SOLID WASTE ENTERPRISE FUND FOR FY2019/2020\)](#)

**Requested by:** Public Works & Utilities Director Palmisano

**Attachments:** [Purchase of Tymco Sweeper - Report](#)  
[Purchase of Street Sweeper - Resolution](#)

- D.** [RESOLUTION ACCEPTING \\$30,000 GRANT FROM MONTEREY PENINSULA FOUNDATION FOR THE WATSONVILLE ENVIRONMENTAL SCIENCE WORKSHOP & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND](#)

**Requested by:** Public Works & Utilities Director Palmisano

**Attachments:** [Grant Acceptance from Monterey Peninsula Foundation - Report](#)  
[Grant Acceptance Monterey Peninsula Foundation - Resolution](#)

## **6. ITEMS REMOVED FROM CONSENT AGENDA**

## **7. PUBLIC HEARINGS, ORDINANCES, & APPEALS**

- A.** [CONSIDERATION OF UNCODIFIED URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RESIDENTIAL AND COMMERCIAL RENT FOR TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS \(COVID-19\)](#)



**Attachments:**     [Temp Moratorium on Evictions - Report](#)  
[Eviction Moratorium Revised Staff Report](#)  
[Findings and Introduction of Ordinance](#)  
[Temp Moratorium on Evictions - Urgency Ordinance](#)  
[EMail - Moratorium on Evictions for COVID-19 Now!](#)  
[Evictions Ordinance Correspondence](#)  
[Covid-19 Urgency Eviction Moratorium Presentation](#)  
[Emails 3 20 to 3 23 morning](#)

- 1) Staff Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Hearing
- 4) Motion Whether to Approve Staff Recommendation:

ADOPTING UNCODIFIED URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RESIDENTIAL AND COMMERCIAL RENT FOR TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)

- 5) City Council Deliberation on Motion(s)

## **8. EMERGENCY ITEMS ADDED TO AGENDA**

## **9. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS**

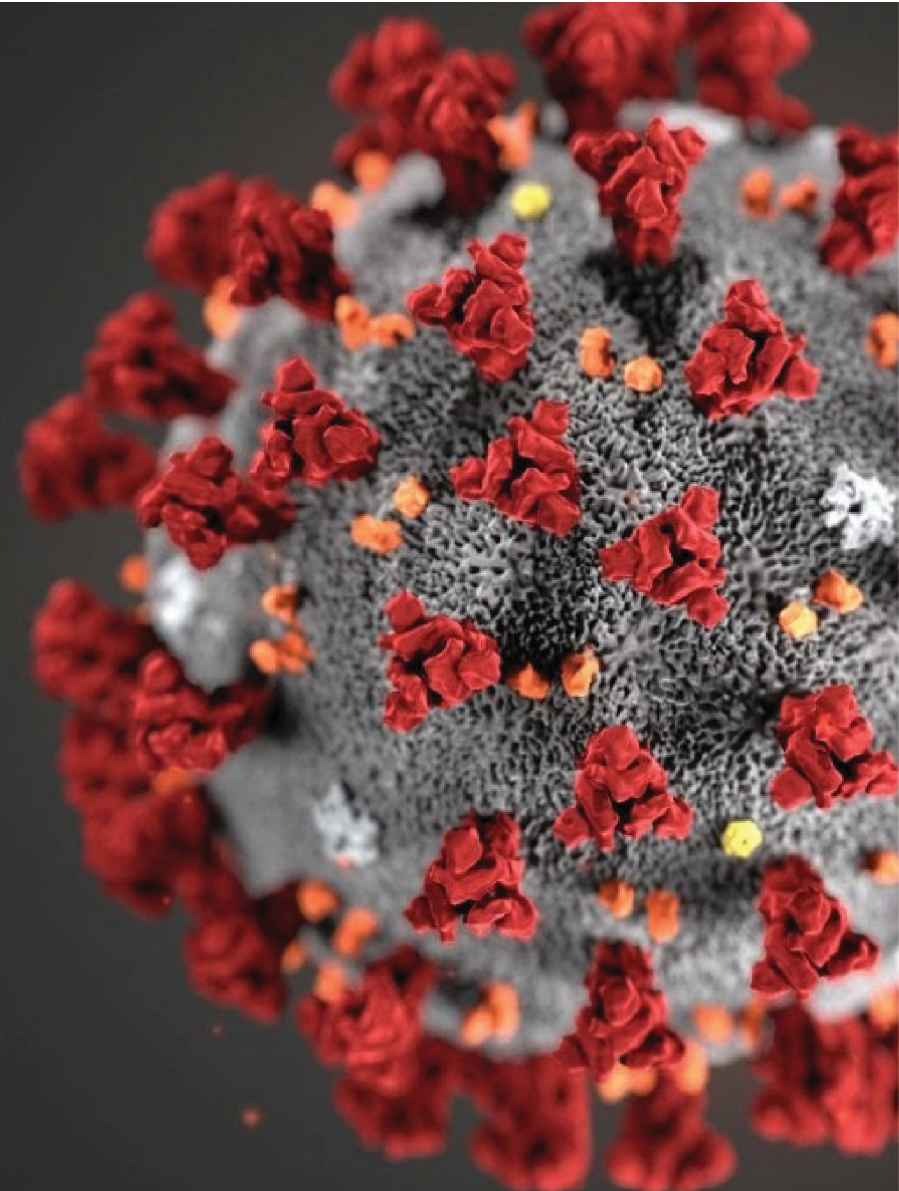
## **10. ADJOURNMENT**

*Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day and on the City of Watsonville website at [www.cityofwatsonville.org](http://www.cityofwatsonville.org).*

*Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office (275 Main Street, 4th Floor) during normal business hours. Such documents are also available on the City of Watsonville website at [www.cityofwatsonville.org](http://www.cityofwatsonville.org) subject to staff's ability to post the document before the meeting.*

# COVID-19

City of Watsonville Update



## COVID-19 OVERVIEW

- An outbreak of respiratory disease caused by a novel (new) coronavirus
- Coronaviruses are a large family of viruses that are common in people and many different species of animals, including camels, cattle, cats , and bats
- The disease was first detected in China and has now been detected in more than 100 locations internationally, including the United States

## COVID-19 OVERVIEW

### Common Influenza vs. COVID-19

Common Influenza	COVID-19
Mortality Rate: 0.1%	Mortality Rate: 2-3%
Treatment Available	No Treatment Available
Vaccine Available	No Vaccine Available
Immunity	No Immunity
Known Transmission Routes	Pending Transmission Routes

[COVID-19 Map FAQ](#) →

Coronavirus COVID-19 Global Cases by the Center for Systems Science and Engineering (CSSE) at Johns Hopkins University (JHU)



Total Confirmed

244,517

Confirmed Cases by  
Country/Region/Sovereignty

81,193 China  
41,035 Italy  
18,407 Iran  
18,077 Spain  
15,320 Germany  
14,250 US  
11,010 France  
8,652 Korea, South  
4,164 Switzerland  
2,716 United Kingdom  
2,468 Netherlands  
2,013 Austria

Country/Region/Sovereignty

Last Updated at (M/D/YYYY)

3/19/2020, 8:13:18 PM



Cumulative Confirmed Cases

Active Cases

160

countries/regions

Lancet Inf Dis Article: [Here](#). Mobile Version: [Here](#). Visualization: JHU CSSE. Automation Support: [Esri Living Atlas team](#) and [JHU APL](#). Contact [US](#). [FAQ](#).

Data sources: WHO, CDC, ECDC, NHC, DXY, 1point3acres, Worldometers.info, BNO, state and national government health department, and local media reports. Read more in this [blog](#).

Total Deaths

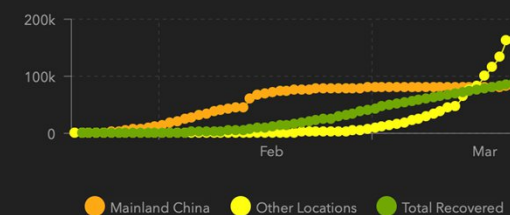
10,030

3,405 deaths  
Italy3,132 deaths  
Hubei China1,284 deaths  
Iran833 deaths  
Spain372 deaths  
France137 deaths  
United Kingdom

94 deaths

Total Recovered

86,025

58,381 recovered  
Hubei China5,979 recovered  
Iran4,440 recovered  
Italy1,540 recovered  
Korea, South1,322 recovered  
Guangdong China1,250 recovered  
Henan China1,219 recovered  
Zhejiang China

Actual

Logarithmic

Daily Cases

# Critical Dates

- **March 11** - City Council declared Public Health Emergency
- **March 12** - City Closed Rec Programs and Library & Suspended all public meetings with 50+
- **March 12** - C.O.E. announced School Closures until March 20
- **March 13** - City closed all non-essential services until March 20
- **March 14** - P.V.U.S.D. announced 2 week school closure
- **March 16** - C.O.E. announced school closures until April 10
- **March 17** - County Health Official Issued Stay in Place Order until April 7, 2020
- **March 19** - California Governor issues Stay in Place Order



# City Essential Services

**STAY INFORMED:** FB - @Watsonvillecity IG - @CityofWatsonvilleGov

**Most City facilities are closed to the public. Members of the public may still contact City services remotely.**

**City Administration Offices** - Administration offices remain operational.

**Police & Fire** - Remain fully operational and staffed.

**Community Development Department** - Permits, plan checks, code enforcement and plan review services. Please call (831) 768-3050

or email [cdd@cityofwatsonville.org](mailto:cdd@cityofwatsonville.org) Inspection line (831)768-3060 to schedule an appointment.

## **Public Works**

Engineering/Transportation - Active construction projects, signal and street light issues . Please call (831) 768-3100

Public Works Customer Services Center - Call (831) 768-3133 (Water, Garbage services)

Utility Services - Residential and commercial billing customer service and water turn-ons. Please call (831) 768-3455

Online bill pay - Available at: <https://www.onlinebiller.com/watsonville/>

Public Drop Off - Located at 320 Harvest Drive will be open from 9 am - 12 pm Monday-Friday.

**Airport** - Open 8:00 am to 5:00 pm (services may be limited)

# City Essential Services continued...

**Library Watsonville Main Library and Freedom Library** - eBooks, eAudiobooks, streaming video, magazines, newspapers, accessible 24/7

**Parks and Community Services** - Recreation programs are closed until further notice.

Watsonville Senior Center is closed.

Classes, events, programs and facility rentals are canceled or postponed.

Parks and fields remain open at this time. If you visit a park, please practice good hygiene and social distancing.

Parks & Recreation Virtual Center - Visit [watsonvillerec.com](https://www.watsonvillerec.com) for fun and educational resources.

**Police Reports** - Reports that are not urgent can be made online at: <https://www.cityofwatsonville.org/291/Online-Reporting>



# Canceled Meetings

**MELLO JPA**  
CM CONFERENCE ROOM

03/16/2020

4PM

**LOCAL HAZARD  
MITIGATION PLAN**  
COMMUNITY ROOM

03/19/2020

**CDBG PUBLIC  
COMMENT MTG**  
COUNCIL CHAMBERS

03/23/2020

5PM

**CITY COUNCIL  
MEETING**  
COUNCIL CHAMBERS

03/24/2020

4PM

**PARKS & REC  
COMMISSION**  
COUNCIL CHAMBERS

04/06/2020

3PM

**PLANNING  
COMMISSION**  
COUNCIL CHAMBERS

04/07/2020

4PM

**EGG-STRAVAGANZA**  
PINTO LAKE CITY PARK

04/11/2020

**CINCO DE  
MAYO**  
COUNCIL CHAMBERS

05/3/2020

# Coordination and Community Outreach



**Working with CAO office and other municipalities in the County**

**Social Media – City and Police**

Facebook - @Watsonvillecity

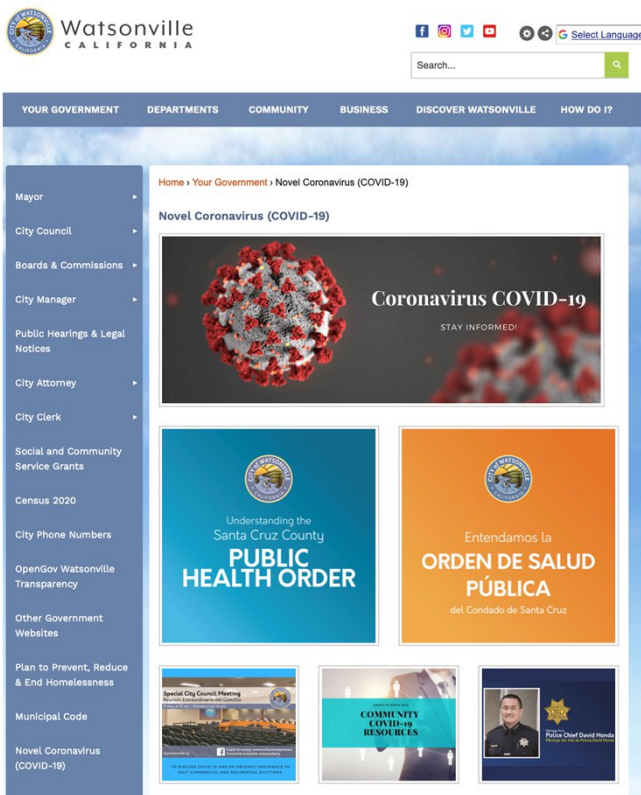
Instagram - @CityofWatsonvilleGov

**Bilingual Videos**

**Maintained contact with our Community Partners**

**FB Live Council meetings English/Spanish**

# Resources Available



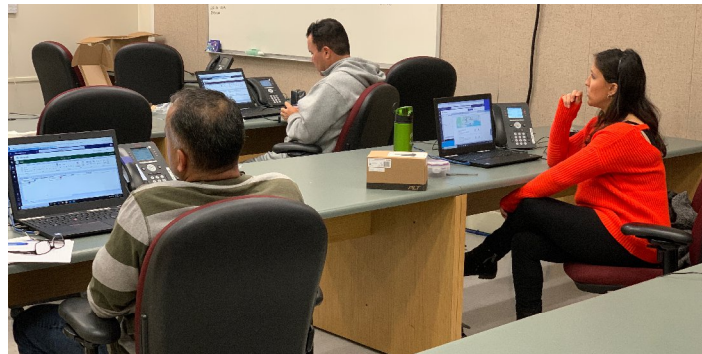
**Santa Cruz County Call Center**  
(831)454-4242

**City of Watsonville Website**

**Social Media – City and Police**

Facebook - @Watsonvillecity

Instagram - @CityofWatsonvilleGov



# Outlook

- City remains open for business
- Continue to provide essential services critical for the health and wellbeing of the community
- Committed to proactively communicate with our community during this rapidly changing situation.
- National crisis affecting all segments of society
- Continue to work closely with our local, state and federal partners to identify relief measures.
- Safety and wellbeing of our community is our most important goal.
- As a community we are responding to this crisis, we are resilient, and we will weather this storm.

Questions?

**City of Watsonville  
Public Works Department**



**M E M O R A N D U M**

**DATE:** March 3, 2020

**TO:** Matthew D. Huffaker, City Manager

**FROM:** Steve Palmisano, Director Public Works & Utilities  
Mike Rivera, Solid Waste Division Manager

**SUBJECT:** Motion directing the City Attorney to prepare resolution  
Approving Payment for Repair of the D8-Caterpillar Bulldozer  
serving the City of Watsonville Landfill in the amount of  
\$111,371.65

**AGENDA ITEM:** March 20, 2020 City Council

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**RECOMMENDATION:**

Staff recommend that the City Council by motion direct the City Attorney to prepare resolution approving payment in the amount of \$111,371.65 for the repair of the City of Watsonville Landfill's D8-Caterpillar bulldozer.

**PROGRAM BACKGROUND:**

In March 2019, the City of Watsonville received approval from CalRecycle of a 9-foot height extension of the landfill's phase III cell from 325' to 334'. This increase added an additional 11,000 tons of airspace to the Phase-III cell. The last day of acceptance of waste into phase-III is December 31, 2020. Closure of phase-III begins December 31, 2021.

To prepare the landfill to handle the additional waste, the city dozer was in need of maintenance and repair of the undercarriage. At a disposal rate of \$36.88 per ton to Monterey Regional Waste Management District for Municipal Solid Waste disposal, diverting the city waste to our landfill would save significant dollars for the city. In 2019, 7,000 tons of solid waste was disposed in the City of Watsonville landfill for a diversion \$258,160 that would have been paid to Monterey Regional Waste Management District for disposal.

With our repaired dozer and approximately, 4,000 tons of airspace remaining, the city will begin diverting our trucks to fill the landfill before the December 31, 2020 waste acceptance deadline. After this date, all waste trucks must dispose of waste at Monterey Regional Waste Management District. The landfill will still receive yard/woodwaste for processing. **During and after the closure of phase III, the dozer will still be required on-site for maintenance and monitoring work/projects at the landfill.**

**DISCUSSION:**

In August 2019, the D8-Caterpillar dozer was transported to Peterson Caterpillar in San Martin, CA for replacement of the undercarriage. This included the installation of new dozer tracks, sprockets, wheels and shoes. Due to the age of the dozer, the original tracks were no longer available. A wider track was used which increased the original invoice cost.

During the equipment replacement and repair, it was discovered that additional items were worn and required replacement. Final cost for all work performed increased to \$111,371.65. The dozer is a necessary piece of equipment for the landfill to maintain compliance, safety and operational efficiency.

**STRATEGIC PLAN:**

This equipment repair supports the City council's strategic plan Goals in Focus Area 3, Infrastructure and Environment.

**FINANCIAL IMPACT:**

The \$111,371.65 cost for repair will come out of the Solid Waste Funds operating budget under Repair and Maintenance ( 0740 575 7324 00000).

**ATTACHMENTS:**

None

cc: City Attorney

City of Watsonville  
Public Works

MEMORANDUM



**DATE:** March 18, 2020

**TO:** Matthew D. Huffaker, City Manager

**FROM:** Steve Palmisano, Director of Public Works and Utilities  
Enrique Vasquez, Municipal Services Operations Manager  
Mike Rivera, Solid Waste Manager

**SUBJECT:** Authorization for the purchase of three (3) Roll-Off vehicles for the Solid Waste Division in the amount of \$806,746.80

**AGENDA ITEM:** March 20, 2020 City Council

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**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the purchase of three (3) 2020 Peterbilt Model 520 Roll-Off collection vehicles for use by the Solid Waste Division.

**DISCUSSION:**

The Solid Waste Division will utilize the Roll-Off vehicles to service the City's commercial businesses in the collection of their solid waste and recyclables. The purchase of these vehicles was included in the approved Capital Improvement budget for both FY2018-19 and FY2019-20.

Staff recommends that the City Council waive the formal competitive bidding procedure and authorize to use "piggyback" pricing from a June 2019 Peterbilt Model 520 purchase by the City of Los Angeles. Rush Truck Centers of California, Inc. was awarded the contract (See attachment) and is honoring the same cost for the City of Watsonville.

**STRATEGIC PLAN:**

Goal 3: Infrastructure and Environment. Long-Range Capital Improvement Plan.

**FINANCIAL IMPACT:**

The purchase price for each vehicle (which includes freight and sales tax) is \$268,915.60. One is to be paid out of the FY2019-20 budget from the following account: 740-912-7805-14421. The two other trucks are to be funded via a carryover from the FY2018-19 budget in the amount of \$537,831.20 and also to be appropriated from account 740-912-7805-14421.



**ALTERNATIVES:**

City Council may decide not to approve the purchase request, however, the current vehicles in use have reached their useful life cycle (five years) and a continuation of their deployment would most likely adversely affect service delivery as breakdowns begin to occur more frequently.

**ATTACHMENTS:**

1: Peterbilt – Rush Truck Centers of California, Inc. – Price Quote dated 06.11.2019

cc: City Attorney

**City of Watsonville**  
**Amrep Roll-Off**  
**Non Standard Body Items**  
**Required Specification**

1. Inside/outside controls with outside throttle control button.
2. Wire and program outside throttle.
3. 20lbs. fire extinguisher mounted on tarping system.
4. (1) Grote mini beacon mounted on tarper over cab.
5. (1) Grote emergency triangle kit.
6. All Lights to be L.E.D.
7. Furnish and install Lockmaster 3400 lockout system.
8. (1) lockable 20"x 36" x 18" tool boxes.
9. LED Mid body turn signals.
10. Wire Mesh Screen mounted on tarping system.
11. LED work lamps mounted on the mesh screen.
12. LED FULL FENDERS Minimizer composite type.
13. Pioneer 4500 Tarping system.
14. Hydraulic ICC bar.
15. Wet line at rear on left side of bumper.
16. Transmission mounted P.T.O. and pump.
17. 2 year standard warranty, Items covered on warranty are complete hoist rails, hydraulic cylinders pumps and valves, All pins, bushings bearings rollers and tarping system.
18. Body Factory inspection of vehicle prior to paint for 2-3 City employees.



**Rush Truck Centers of California, Inc.**

8830 E. Slauson Ave., Pico Rivera, CA 90660 Phone (800) 776-3647 Fax (866) 473-225

City of Watsonville  
Enrique Vazquez  
320 Harvest Drive  
Watsonville, CA 95076  
(831) 768 - 3141

June 11, 2019

Re: **2020 Peterbilt** with New Amrep Roll-Off Hoist – City of Los Angeles PO# 190000301949-1  
dated 6/6/19

Dear Mr. Vazquez:

The City of Los Angeles issued a Purchase Order for a new Peterbilt model 520 and Amrep body that you might consider if you wish to “tag on” for your own needs. The specifications would be modified to match Watsonville requirements as follows:

City LA model 520 price (LA PO)	\$ 234,579.50
Amrep Body with all options (LA PO)	\$ 48,400.00
Extended Warranty (on PO)	\$ 8,992.00
Tire Fee	\$ 17.50
Total (Sales Tax separate)	\$ 291,989.00
Delete the Cummins ISX12n (Nat Gas)	(\$ 34,549.00)
Delete CNG Fuel System 80 DGE SM CNG (dual 40's) w/ methane det.	(\$ 31,135.00)
Add Paccar MX-11 355hp	\$ 10,627.00
Transport to Watsonville	\$ 1,450.00
Scales per previous delivered	\$ 7,765.00
Pre Tax Total	\$ 246,147.00
Sales Tax (Watsonville 9.25% 4-1-19)	\$ 22,768.60
TOTAL	\$ 268,915.60

As previously submitted, the price is the same as the last trucks and the change to the Watsonville fleet is the Paccar MX in place of the Cummins ISX since Cummins is not currently engineered for this specification.

City of Watsonville

June 11, 2019

Enrique Vazquez

Re: **2020 Peterbilt** with New Amrep Roll-Off Hoist – City of Los Angeles PO# 190000301949-1  
dated 6/6/19

I am including the proposed specifications with this and am pleased to answer any questions you might have. The current chassis build schedule is in mid/late August and a completed truck would be to you January/February 2020. I have a buffer in this to ensure I will be earlier or at worst on time!

As before, the City of LA package includes extended coverage as follows / MX for you:

1. MX 5 yr/300k Plan 1
2. MX After treatment 5yr/300k
3. Allison 5 yr/ unlimited miles
4. Peterbilt base cab/chassis extended 3 year/100k
5. Amrep 2 year body ext coverage (Inc with City LA)

As always, I want to thank you for your patience and business. Please review the attached and let me know any questions. I will do my best to answer them quickly.

Respectfully,



Kevin Voss

Rush Truck Centers of California



Rush Pblt Truck Centers (S990)  
P.O. Box 223  
Pico Rivera, California 90660

Kevin Voss  
Phone: (909)434-6407  
Email: vossk@rush-enterprises.com

City Of Watsonville  
320 Harvest Dr  
Watsonville, California 95076  
United States of America

ENRIQUE VASQUEZ  
Phone: 831-234-5183  
Email: enrique.vazquez@cityofwatsonville.org

520  
ORANGE  
KV  
6/11/19  
Ro Hoff

## Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	44000
Description 1:	WATSONVILLE ORANGE CAB	G.C.W. (lbs):	64000
Description 2:	WATSONVILLE -MX -ORANGE CAB		
Application		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	85
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	15
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Roll-Off		6
Length (ft):	24	Wheelbase (in):	210
Height (ft):	13.5	Overhang (in):	60
Max Laden Weight (lbs):	17000	Fr Axle to BOC (in):	0.1
		Cab to Axle (in):	209.9
		Cab to EOF (in):	269.9
Trailer		Overall Comb. Length (in):	327.6
No. of Trailer Axles:	0		
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions		Special Req.	
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

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

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2019  
Deal: WATSONVILLE ORANGE CAB  
Printed On: 6/11/2019 11:25:08 AM

Date: June 11, 2019  
Quote Number: QUO-440964-H6Q1V9





Sales Code	Std/Opt	Description	Weight
<b>Base Model</b>			
0005201	S	<b>Model 520</b> Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
0091180	S	<b>Refuse, Scrap, Recycling</b>	0
0093040	O	<b>Refuse/Landfill</b> Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0
0095090	O	<b>Roll-Off</b> A rectangular open top dumpster which utilizes wheels and a hydraulically operated bed to roll the dumpster off the truck body onto the ground. Commonly used to transport construction, demolition waste, and other waste types.	0
0098010	O	<b>California Registry</b> California Registry Required for all vehicles that will be registered in the State of California.	0
<b>Configuration</b>			
0200700	S	<b>Not Applicable</b> Secondary Manufacturer	0
<b>Frame &amp; Equipment</b>			
0514160	O	<b>10-3/4" Steel Rails 306-342"</b> 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	161
0601500	O	<b>Full Steel Inner Liner</b>	660
0644090	S	<b>EOF Square without Crossmember</b> For use with body builder installed crossmember.	0
0651090	S	<b>Omit Rear Mudflaps and Hangers</b>	0
<b>Front Axle &amp; Equipment</b>			
1011360	O	<b>Dana Spicer D2000F 20,000 lb, 3.5 in. Drop</b> Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance	0

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Sales Code	Std/ Opt	Description	Weight
		intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	
1114040	O	<b>Taper Leaf Springs, Shocks 23,000 lb</b> Standard with Heavy Resistance Shocks.	193
1243010	S	<b>Power Steering Sheppard M100 Dual</b> For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
1354840	O	<b>PHP10 Iron PreSetPLUS Hubs</b> PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	84
1380230	O	<b>Dana Spicer 5" Drop IPO 3.5", Front Axle</b> 5" drop (127 MM) provides lower chassis suspension and profile.	0
1380240	O	<b>Dana Spicer Wide Track IPO Standard</b> Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	15
1380280	O	<b>Bendix Air Cam Front Drum Brakes 16.5x7</b> For use with 16,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
1391390	O	<b>Long Stroke Brakes, Front Axle</b> Long Stroke Brakes have 3" long-stroke chambers can provide improved braking efficiency and increased reserve stroke.	0
1391410	O	<b>Gusseted Cam Brackets, Steer Axle</b>	0
1392970	O	<b>Heavy Duty Cam Bushings, Steer Axle</b>	0
<b>Rear Axle &amp; Equipment</b>			
1523330	O	<b>Dana Spicer DSH44 44,000 lb, High Performance 44</b> Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-311
1616290	O	<b>PHP10 Aluminum PreSet PLUS Hubs</b>	0
1632650	S	<b>Long Stroke Parking Brakes, Drive Axle(s)</b>	0
1680280	O	<b>Bendix Smart ATC Traction Control</b>	2
1680440	O	<b>Refuse Service Brakes, Steer And Drive Axles</b>	0

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Sales Code	Std/ Opt	Description	Weight
1680450	O	Rear Brake Camshaft Reinforcement	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	35
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687020	O	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	0
1704630	O	Ratio 4.63 Rear Axle	0
1824240	O	Hendrickson Haulmax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating	-64
1921470	O	Shock Absorbers For HMX Suspension	31

### Engine & Equipment

2072504	O	PACCAR MX-11 355@1600 GOV@2200 1250@900 (2017 EMISSIONS) N20740 N015 NO....Enable MX Retarder in Neutra N20780 N001 16....Minimum Speed to Turn Cruise N20800 N002 19....Min Speed to Automatically T N20790 N003 19....Minimum Cruise Control Speed N20700 N006 55....Max Cruise Speed (N006) N20770 N013 4.....Downhill Speed Limiter Vehic N20760 N014 2.....Auto Retard Vehicle Speed Of N20750 N019 0.....Delay in Engine Brake Activa N20710 N052 650...Idle Target (N052) N21680 N055 780...RPM Set Point 1 (N055) N21690 N056 1030...RPM Set Point 2 (N056) N20940 N072 1900..Maximum Fast Idle Control En N21980 N076 2000..Max Accelerator Controlled E N20990 N078 ON....PTO Mode Disabled w/ Clutch N21010 N079 ON....PTO Mode Enable Only w/ Park N21020 N080 1.....PTO Vehicle Speed Limit (N08	0
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Sales Code	Std/ Opt	Description	Weight
		N21110 N086 2000..Maximum Engine Speed During	
		N21100 N087 1100..RPM Set Point (N087)	
		N21030 N089 ON....PTO Mode Enable Only w/ Tran	
		N21000 N101 ON....PTO Mode Disabled w/ Service	
		N21320 N106 650...Minimum Engine Speed During	
		N20690 N162 64....Maximum Accelerator Pedal Ve	
		N21310 N170 155...Standard Maximum Speed Limit	
		N21640 N179 YES...Enable Park Brake Reset (N17	
		N21910 N182 30....Coolant Temperature Overrule	
		N20870 N184 80....High Ambient Temperature Ove	
		N20860 N185 40....Low Ambient Temperature Over	
		N20900 N186 5.....Timer Setting When in PTO Mo	
		N20840 N187 5.....Timer Setting Non-PTO Mode w	
		N20850 N188 5.....Timer Setting Non-PTO Mode w	
		N20910 N190 YES...Reset EIST Timer Based on En	
		N21170 N191 NO....Overrule EIST Timer Based on	
		N21230 N197 YES...Enable Accelerator Pedal Res	
		N21240 N198 YES...Enable Service Brake Reset (	
		N21250 N199 YES...Enable Clutch Pedal Reset (N	
		N21260 N200 YES...Allow EIST Timer Overrides i	
		N21930 N224 0.....Maximum Vehicle Speed Bonus	
		N21940 N227 -2....Maximum Vehicle Speed Penalt	
		N21950 N246 4.....Minimum Vehicle Speed for DS	
		N21960 N247 1.....Lowest Gear that DSA will be	
		N21970 N248 10....Highest Gear that DSA will b	
		N21990 N307 OFF...Cab Accelerator Active in Re	
		N20830 N039 OFF...Allow Multi-Torque Only When	
		N20930 N071 ON....FIC Enable/Disable (N071)	
		N21900 N073 0.....Cab Accel Pedal Type in PTO	
		N21160 N110 1.....Enable Set Point w/ Set/Acce	
		N21670 N164 252...Reserve Speed Function Reset	
		N21920 N219 3.....Offset mode (N219)	
		N21300 N169 0.....Expiration Distance (N169)	
		N21190 N193 0.....Expiration Distance (N193)	
		N21280 N163 0.....Maximum Cycle Distance (N163	
		N21650 N173 0.....Reserve Speed Offset (N173)	
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092012	O	Typical Operating Speed 55 MPH	0
2092031	O	Powertrain Optimized for Fuel Economy Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time.	0

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Sales Code	Std/ Opt	Description	Weight
2092075	O	Enable MX Retarder Auto Retard (Engine Parameter)	0
2092082	O	<b>Engine Monitoring Protection - Derate</b> (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0
2140150	O	<b>Remote PTO and Throttle Provision</b>	0
2140200	S	<b>CARB Engine Idling Compliance</b> PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2513060	S	<b>PACCAR 160 Amp Alternator, Brushed</b> PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2522080	O	<b>PACCAR Premium Starter - MX Engines Only</b> PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	0
2535040	O	<b>3 Optima DT31T Batteries 2700 CCA Threaded</b> Stud type terminal. AGM (Absorbent Glass Material). Stranded copper battery cables are double aught (00) or larger to reduce resistance.	-6
2539740	O	<b>Kissling Battery Disconnect Switch, 300 amp</b> Mounted on battery box	3
2621000	S	<b>2-Speed Fan Clutch For Frequent Start/Stops</b>	0
2738410	O	<b>WABCO 25.9 CFM Air Compressor, MX only</b>	7
2811160	O	<b>Compression Brake, MX</b> The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
2921110	S	<b>PACCAR Fuel/Water Separator Standard Service</b> PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	<b>No Fluid Heat Option for Fuel Filter</b>	0
2921310	S	<b>No Electric Heat Option for Fuel Filter</b>	0
3114270	S	<b>High Efficiency Cooling System</b> Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to	0

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Sales Code	Std/ Opt	Description	Weight
		prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	
3120320	O	<b>Bugscreen-Removable Type Grille Mtd</b> Additional clips at bottom of bugscreen.	0
3120450	S	<b>Stainless Steel Grille</b>	0
3261980	S	<b>Heavy Duty Air Cleaner</b> Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365300	S	<b>Exhaust Vertical LH</b> DPF/SCR LH Back of Cab Vertical (2017).	0
3381770	O	<b>Curved Tip Standpipe(s)</b>	1
3387890	O	<b>36" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)</b>	4

### Transmission & Equipment

4052420	O	<b>Allison 4500 RDS-P Transmission, Gen 5</b> Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).	390
4210190	O	<b>1810 HD Driveline, 1 Midship Bearing</b> 4.5in x .180 wall tubing	15
4216590	O	<b>1710 Driveline Interaxle</b> For tandem rear axles	-50
4252890	O	<b>Allison FuelSense 2.0 Not Desired</b>	0
4252950	O	<b>Omit Allison Neutral At Stop</b>	0
4256020	S	<b>Console Mounted Push Button Shifter</b> Allison transmissions	0
4256740	O	<b>Allison 6-Speed Configuration, Wide Ratio Gears</b> Allison 4500 transmission only	0
4256870	O	<b>Allison Output Function S Neutral Indicator</b> For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0

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Sales Code	Std/Opt	Description	Weight
4256910	O	<b>Allison Transmission Fluid Test Port</b> Remote coupler. The fluid test port provides easy access to transmission fluid for testing from its location under the hood on the right-hand frame rail.	0
4256990	O	<b>Rolling Direction Change Shift Inhibit Feature</b> Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0

#### Air & Trailer Equipment

4510330	S	<b>Bendix AD-IS EP Air Dryer, Heater</b> Coalescing filter, extended purge	0
4540220	O	<b>Wire Braid Brake Hose, Rear</b>	15
4540420	S	<b>Nylon Chassis Hose</b>	0
4541600	O	<b>Wire Braid Brake Hose, Front</b>	4
4542320	O	<b>Central Location For Air Tank Drain Valves</b> Wire braid hose to air tanks. (Not available with optional drain valves.)	4
4543320	S	<b>Steel Painted Air Tanks</b> All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0

#### Tires & Wheels

5064010	S	<b>FF: BR 20ply 315/80R22.5 M870</b> Diameter= 42.8 inches; SLR= 19.9 inches	0
5164010	O	<b>RR: BR 20ply 315/80R22.5 M870</b> Diameter= 42.8 inches; SLR= 19.9 inches	376
5190008	S	<b>Code-rear Tire Qty 08</b>	0

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Sales Code	Std/ Opt	Description	Weight
5220520	O	FF: Alcoa 89U637 22.5X9.00 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-110
5320530	O	RR: Alcoa 89U647 22.5X9.00 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-216
5390008	S	Code-rear Rim Qty 08	0

#### Fuel Tanks

5556100	O	26" Aluminum 70 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	11
5604070	O	Location LH BOC 70 Gallon	0
5650710	O	Locate BOC Fuel Tanks Forward As Far As Possible May result in filler neck under sleeper	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left-hand cab fender	0
5652940	O	PACCAR MX Engine Fuel Cooler	15
5652990	S	Standard DEF to Fuel Ratio 2:1 Or Greater	0
5655069	S	DEF Tank 520	0

#### Battery Box & Bumper

6011080	O	Aluminum Battery Box RH Frame Mtd Back Of Fender 8" Below top of frame	0
6030150	O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only	2
6121710	O	Steel Bumper Channel Chromed Includes two front tow eyes with pins	0
6132900	O	Screen Over Air Intake Opening In Bumper	2

#### Cab & Equipment

6501080	S	53in LCF ProBilt Cab LH Drive Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection	0
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Sales Code	Std/ Opt	Description	Weight
		behind header cover, rear cab corner windows, 18in bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals	
6540020	O	<b>Key All Units Alike</b> Please add your 3 digit key code number in the key code field.	0
6541250		<b>KEY G250</b>	0
6800500	S	<b>4.5" Rubber Flares on Cab</b> and Wheel Well Fenders	0
6914090	O	<b>Sears C2 Plus Driver Seat</b> Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	0
6924090	O	<b>Sears C2 Plus Passenger Seat</b> Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	0
6939400	O	<b>Air Ride Driver</b>	43
6939430	O	<b>Mid Back Driver</b>	0
6939470	S	<b>Vinyl Driver</b>	0
6939500	O	<b>Air Ride Passenger</b>	43
6939530	O	<b>Mid Back Passenger</b>	0
6939570	S	<b>Vinyl Passenger</b>	0
7000000	S	<b>Gray Interior Color</b> Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0
7001520	S	<b>Adjustable Steering Column - Tilt/Telescope</b>	0
7001620	S	<b>Steering Wheel With Peterbilt Logo</b> Steering Wheel with embossed Peterbilt logo over horn button.	0
7040060	O	<b>Diamond Plate Floor Covering LH/RH ipo Floormat</b> In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	13
7220130	S	<b>Rear Window Back of Cab Standard Tint</b> 18.5in X 54in	0
7230350	S	<b>2-Piece Flat Windshield</b>	0
7322010	S	<b>Combo Fresh Air Heater/Air Conditioner</b> With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0

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Sales Code	Std/ Opt	Description	Weight
7330920	O	(2) Defroster Fan On Rear Header	60
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7564120	O	Chromed LH/RH Dual Plane Mirrors, Heated, Motorized, Mounted to Doors. Chrome Mirror Shell / Black Arms. Mirror Includes Fold-Away Option for Access to Tight Areas. Requires Mirror Mounted Convex Mirrors (7564160).	-5
7564160	O	Add'l Convex Mirrors, Mounted Top of LH/RH Dual Plane Mirrors	0
7610020	S	(1) Air Horn 15" Painted Mounted under cab.	0
7725725	O	ConcertClass w/CD, Bluetooth Phone and Audio Includes AM/FM, WB, USB and MP3.	10
7725740	O	Midlevel Speaker Package For Cab (4) Speakers	6
7726010	O	Radio Mute When Allison Transmission In Reverse	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on Models 579, 567, 389, 367 and 365.	0
7851330	O	Cab Tilt Pump Air Assist	0
7851870	O	Rain Gutters Over Driver and Passenger Doors	8
7852150	S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7901090	O	Ecco DS-1500 Reverse Motion Sensor Use with backup alarm	1
7901140	O	Backup Alarm (87-112 DB) Variable adjusting	6
8011400	S	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
8021315	S	Air Restriction Indicator	0

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Sales Code	Std/Opt	Description	Weight
		Mounted on exhaust stanchion	
8070010	O	<b>Up To (4) Additional Electric Switches</b> Without wiring	1
8110090	S	<b>Headlights Single Rectangular Halogen</b>	0
8120570	S	<b>(5) LED Clearance With (2) LED Marker Lights</b> Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
8133900	S	<b>None Furnished Stop/Tail/Backup Lights</b> Available with full truck only, not available with tractor	0
8133960	O	<b>Daytime Running Lights</b> Required on all Canadian vehicles	0
8140690	O	<b>Brake Lights Activated by Park Brake</b> Requires option 7726010	0
8153100	O	<b>(1) F/O Load Light, Switch, 10' Wire Coil</b> Under / in cab / sleeper baggage compartment	2
<b>Paint</b>			
8500700	O	<b>Non-Performing Paint Color Selection</b> Cab/Hood/Sleeper-No Warranty <i>Narr N2550EY</i>	0
8530770	O	<b>(1) Color Axalta Two Stage - Cab/Hood</b> Base Coat/Clear Coat N85020 A - L9999EY NON PERFORMING PAINT N85500 CAB ROOF L9999EY NON PERFORMING PAINT N85200 FRAME L0001EA BLACK  <i>Narr OMAHA ORANGE COLOR</i>	0
8531320	O	<b>Axalta Two Stage Effect - Metallic/Pearl</b> Cab/Hood & Sleeper Only	0
<b>Shipping Destination</b>			
8999989	O	<b>Shipping Destination To Dealership</b> C642 3382 East Gila Ridge Dr Yuma 85365	0
<b>Options Not Subject To Discount</b>			
9400090	S	<b>Peterbilt Class 8 Standard Coverage</b> 1 year/100,000 Miles (160,000 km)	0
9400092	O	<b>PACCAR MX Standard Coverage</b> 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9400598	O	<b>No Warranty-Non-Performing Cab/Hood/Sleeper</b> <i>Narr N2550EY</i>	0
9401694	O	<b>Heater/Air Conditioner - U.S. (3/300)</b> Three Years/300,000 Miles. Heater/Air Conditioner Warranty includes all HVAC system except: receiver-dryers, refrigerant leaks at o-rings, loose fittings or rubber hoses, or other maintenance-related items.	0

Price Level: January 1, 2019  
Deal: WATSONVILLE ORANGE CAB  
Printed On: 6/11/2019 11:25 08 AM

Date: June 11, 2019  
Quote Number: QUO-440984-H5Q1V9





Sales Code	Std/ Opt	Description	Weight
9402055	O	<b>Chassis to Receive Extended Warranty</b> 3 Year Towing on EW Vehicle or MX - U.S.	0
9402068	O	<b>Basic Vehicle - U.S. (3/100)</b> Three Years/100,000 Miles. All components covered in the Standard Basic Vehicle Warranty schedule plus Heater/Air Conditioner Warranty which includes all HVAC system except receiver-dryers, refrigerant leaks at o-rings, loose fittings or rubber hoses, or other maintenance-related items. Radiator/ATAC Warranty which includes radiator assembly and air-to-air aftercoolers only. Excludes leaks at hoses, hose connections and outlet neck gasket, mounting hardware and bushings, and radiator cap. Peterbilt Rear Suspension Warranty which includes brackets, beams, tie rods, track rods, air bags, and leveling valves. Excludes shocks, bushings, alignment, and fitting air leaks. General exclusions of Extended Warranty Program in all categories excludes batteries, chrome, paint, loose fitting leaks and wiring connections, fluids, component wear, and other items excluded from the Peterbilt standard warranty.	0
9404131	O	<b>PACCAR MX-11/13 Premium Coverage (5/300)</b> 5 Years/300,000 Miles(480,000 KM), 455HP And Under, 2017	0
9404907	O	<b>PACCAR MX-11/13 Premium Aftertreatment (5/300)</b> 5 years/300,000 miles reqs premium-2017. 455HP and under.	0
<b>Miscellaneous</b>			
9409800	O	<b>2017 EPA Emissions Engine Warranty Only</b>	0
9409869	O	<b>Presentation Created With SmartSpec</b>  C642 3382 East Gila Ridge Dr Yuma 85365	0

#### Promotions

#### Order Comments

Price Level: January 1, 2019  
Deal: WATSONVILLE ORANGE CAB  
Printed On: 6/11/2019 11:25:08 AM

Date: June 11, 2019  
Quote Number: QUO-440964-H6Q1V9



Total Weight

17,964

## Prices and Specifications Subject to Change Without Notice.

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Unpublished options may require review/approval.

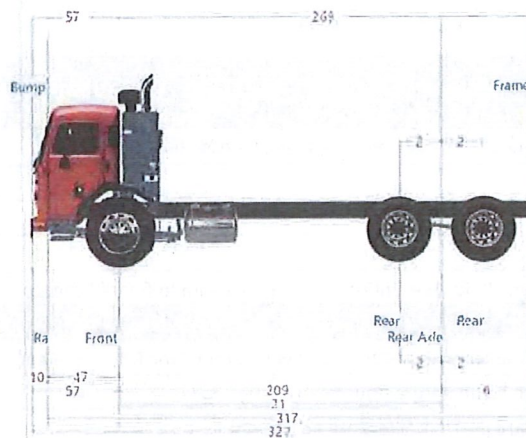
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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### **PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur; therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

## HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	183	237
Bumper to Back of Cab	57.7	57.6	0.1
Bumper to Front Axle	57.6	57.6	0
Bumper to Front Frame	10.3	57.6	47.3
Cab to End of Frame	269.9	0.1	270
Cab to Rear Axle	209.9	0.1	210
Effective Bumper to Back Of Cab	57.7	57.6	0.1
Frame Length	317.3	47.3	270
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47.3	47.3	0
Load Space	269.9	0.1	270
Overall Length	327.6	57.6	270
Overhang	60	210	270
Pusher Offset #1	0	183	210
Pusher Offset #2	0	183	210
Pusher Offset #3	0	183	210
Tag Offset	0	210	237
Wheelbase	210	0	210

ATTACHMENT B  
RFB 190000910089  
MARKET REVIEW

## AMREP AMRO-H-22/24 Roll-Off Specifications

<b>Type:</b>	<b>AMRO-H-24 Roll-Off - 60,000lb Capacity, Outside Rail, Cable Hoist</b>
Body Length:	23'6"
RO System:	Reeving
Hoist Style:	Cable Hoist
Hoist Cylinder Mounting:	Outside Frame Rails (See Option for CNG Style with In-Board Cylinders)
<b>Hydraulics / Lubrication</b>	
Hydraulic Tank:	Standard 40 gallon with In-Tank Strainer Filter (In-Tank Filter optional)
Hydraulic Tank Sight Gauge:	Bolt On With Temperature Gauge
Hydraulic Filter:	None Standard (In-Tank Filters are an Option)
Breather Cap:	Schroeder 130-0005 Standard (Options Available)
Hydraulic Hose - 1/2":	Parker Two Wire Hydraulic (Options Available)
Hydraulic Hose - 3/8":	Parker Two Wire Hydraulic
Power Source:	FEPTO or Transmission Mounted PTO
PTO Model:	Chelsea (Model to Match/Fit Application)
Pump Model:	Commercial Gear Pump (Model to Match/Fit Application)
Valve Sections:	Hoist
	Reeving
Hydraulic Oil:	Chevron AW46
Hydraulic Tubing:	Zinc Dichromate
Hoist Cylinder:	5-1/2" Bore x 62-5/8" Stroke x 3" Chrome Rod, Single Stage, Double Acting
Reeving Cylinder:	6" Bore x 83-5/8" Stroke x 3" Chrome Rod, Single Stage, Double Acting
<b>Controls</b>	
Inside Controls:	Air Over Hydraulic
Outside Hoist Controls:	Street Side Back of Cab - Manual Lever on Valve
Outside Throttle Control:	Push Button Style, Wired and Programed When Available
Control Type:	Air over Hydraulic / Manual Lever on Valves
<b>Body / Structural</b>	
Rails:	12" x 4" x 3/8" Standard (See Options for Other Heights and Thickness)
Body Rail Spacing:	34" Standard
Front Container Lock Pin:	One Street Side Standard, Gravity Style
Rollers:	Three Per Side - 4.5" Steel Rollers With Grease Zerk
Rear Roller:	None (See Option for Eight Inch Roller Between end of Rails)
Wear Strip End of Rails:	3/8" Chromium Wear Plate
Hook Design:	Fixed 1" Steel Hook Stop Front, and set of Adjustable Slide-In stops
Cable Size:	7/8"
Cable End:	Pear Link
Rear Rail Tiedowns:	Winch Each Rail at Rear With Two Straps
ICC Bumper Type:	Fixed or Manual Folding Standard
Trailer Hitch:	None Standard (See Options for Trailer Hitch, Connections and Types)
Rear Pivot Pin Size:	2" Steel Pin Standard
Tarp Basket:	None Standard (See Options for Basket and Locations)
Fenders:	Front: Stainless Quarter Fenders (See Options for All Fenders)
	Rear: Steel Quarter Fender on Light Bar (See Options for All Fenders)



**City of Los Angeles**  
**Amrep Roll-Off**  
**Non Standard Body Items Requested**  
**and Provided In HGAC Specification**  
**Proposal**

1. Inside/outside controls with outside throttle control button.
2. Wire and program outside throttle.
3. 20lbs. fire extinguisher mounted on tarping system.
4. (1) Grote mini beacon mounted on tarper over cab.
5. (1) Grote emergency triangle kit.
6. All Lights to be L.E.D.
7. Furnish and install Lockmaster 3400 lockout system.
8. Two lockable 20"x 36" x 18" tool boxes.
9. LED Mid body turn signals.
10. Wire Mesh Screen mounted on tarping system.
11. LED work lamps mounted on the mesh screen.
12. LED FULL FENDERS Minimizer composite type.
13. Pioneer 4500 Tarping system.
14. Hydraulic ICC bar.
15. Pioneer box locks.
16. Wet line at rear on left side of bumper.
17. Roll Off Modifications necessary for CNG side mounted fuel system.
18. Stinger (Extendable rails at rear).
19. Special clean air vehicle mud flaps with LA sanitation logo.
20. Transmission mounted P.T.O. and pump.
21. 2 year standard warranty, Items covered on warranty are complete hoist rails, hydraulic cylinders pumps and valves, All pins, bushings bearings rollers and tarping system.
22. 30. 3 (8 hour) training courses (operator and mechanic) conducted at L.A. facilities.



## CITY LOS ANGELES - Roll-Off Specifications

Type:	60,000lb Capacity, Outside Rail, Cable Hoist
Body Length:	23'6"
RO System:	Reeving
Hoist Style:	Cable Hoist
Hoist Cylinder Mounting:	Outside Frame Rails (See Option for CNG Style with In-Board Cylinders)
Hydraulics / Lubrication	
Hydraulic Tank:	Standard 40 gallon with In-Tank Strainer Filter (In-Tank Filter optional)
Hydraulic Tank Sight Guage:	Bolt On With Temperature Gauge
Hydraulic Filter:	None Standard (In-Tank Filters are an Option)
Breather Cap:	Schroeder 130-0005 Standard (Options Available)
Hydraulic Hose - 1/2":	Parker Two Wire Hydraulic (Options Available)
Hydraulic Hose - 3/8":	Parker Two Wire Hydraulic
Power Source:	FEPTO or Transmission Mounted PTO
PTO Model:	Chelsea (Model to Match/Fit Application)
Pump Model:	Commercial Gear Pump (Model to Match/Fit Application)
Valve Sections:	Hoist
	Reeving
Hydraulic Oil:	Chevron AW46
Hydraulic Tubing:	Zinc Dichromate
Hoist Cylinder:	5-1/2" Bore x 62-5/8" Stroke x 3" Chrome Rod, Single Stage, Double Acting
Reeving Cylinder:	6" Bore x 83-5/8" Stroke x 3" Chrome Rod, Single Stage, Double Acting
Controls	
Inside Controls:	Air Over Hydraulic
Outside Hoist Controls:	Street Side Back of Cab - Manual Lever on Valve
Outside Throttle Control:	Push Button Style, Wired and Programed When Available
Control Type:	Air over Hydraulic / Manual Lever on Valves
Body / Structural	
Rails:	12" x 4" x 3/8" Standard (See Options for Other Heights and Thickness)
Body Rail Spacing:	34" Standard
Front Container Lock Pin:	One Street Side Standard, Gravity Style
Rollers:	Three Per Side - 4.5" Steel Rollers With Grease Zerk
Rear Roller:	None (See Option for Eight Inch Roller Between end of Rails)
Wear Strip End of Rails:	3/8" Chromium Wear Plate
Hook Design:	Fixed 1" Steel Hook Stop Front, and set of Adjustable Slide-In stops
Cable Size:	7/8"
Cable End:	Pear Link
Rear Rail Tiedowns:	Winch Each Rail at Rear With Two Straps
ICC Bumper Type:	Fixed or Manual Folding Standard
Trailer Hitch:	None Standard (See Options for Trailer Hitch, Connections and Types)
Rear Pivot Pin Size:	2" Steel Pin Standard
Tarp Basket:	None Standard (See Options for Basket and Locations)
Fenders:	Front: Stainless Quarter Fenders (See Options for All Fenders)
	Rear: Steel Quarter Fender on Light Bar (See Options for All Fenders)





Line	Commodity Code	CL Description	Quantity	UOM	Unit Price	Sub Total	Sales Tax	Line Total
1	25101503	RCV, ROLL-OFF, 6X4	1	EA	\$234,579.50	\$234,579.50	\$22,285.05	\$256,864.55
<b>Extended Description:</b> Year, Make & Model Chassis: 2020 Peterbuilt Model 520  GVWR: 58000 pounds WB: 215 C/A: 215  Engine: Cummins Cyl: 8  Gross HP: 350 @ 1700 RPM Net Torque: 1450 @ 1200 RPM  Make & model body quoting: Amrep Amro H 22/24 60,000 lb.  Transmission quoting: Allison 4500 RDS  Transmission cooler quoting: Modine  Radiator quoting: Behr  Front axle quoting: Dana 2000F Rear axle quoting: Dana DSH44 44,000 lb.  Rear axle ratios offered: 5.57*, 4.88, 5.29, 6.17  Chassis Frame: SM: 17.8 PSI: 120,000 RBM: 2,136,000  Power steering quoting: Sheppard M100 Dual  Brakes: Front drums: 16.5 x 7 diameter Rear drums: 16.5 x 8.6 diameter  Rear chamber: 30/30 sq. in.  Tires: Front: 315/80 R 22.5 BR M870 Rear: 315/80 R 22.5 BR M870  Fuel tank quoting: CNG gallons Bodge Equix  TV video camera quoting: 3rd eye  Mobile radio quoting: N/A  Refuse collection body: Amrep  Legal payload quoting: 10 tons  Body installed to chassis at: Ontario, CA  Size of collection body: 24 ft.  Hydraulics: Pumps: P75 PTO: Chelsea 877  Reservoir: 40 gallons Filters: Single Schroeder  <b>Delivery Date:</b> 04-29-20								
2	25101503	Option: AMREP	1	EA	\$48,400.00	\$48,400.00	\$4,598.00	\$52,998.00
<b>Extended Description:</b> Option: AMRO-H-22-24, 60,000 lb Capacity Roll-off Hoist (Per Attachment B) <b>Delivery Date:</b> 04-29-20								
3	25101503	Extended Warranty	1	EA	\$8,992.00	\$8,992.00	\$0.00	\$8,992.00
<b>Extended Description:</b> Cummins, Allison, Dana, Peterbuilt (Package) <b>Delivery Date:</b> 04-29-20								
5	761224080001	Tire fee	1	EA	\$17.50	\$17.50	\$0.00	\$17.50
<b>Extended Description:</b> FEES,RECYCLING,TIRE,IMPOSED BY THE STATE BOARD OF EQUALIZATION,EFFECTIVE JANUARY 1, 1997 <b>Delivery Date:</b> 04-29-20								

# CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012



## ONE-TIME PURCHASE ORDER

Purchase Order Number	Record Date	Requester Name
OPO 82 190000301949 1	06-06-19	Christopher Isordia
Payment Terms	Freight Terms	Ship Via
0% Net 30	FOB Dest, Freight Prepaid	Vendor
Ship To	Vendor	Bill To
GS DEPT FLT SERV 7TH ST EAST 2310 E 7TH STREET LOS ANGELES, CA 90023	RUSH TRUCK CENTER OF CA INC. 000003477 8830 E. SLAUSON AVE PICO RIVERA, CA 90660	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

### Additional Info

Please include this first page with your shipment.

This Purchase Order is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the Houston-Galveston Area Council (HGAC) Contract/Agreement Resolution Number HT06-18 & RH08-18.

**Issuer:** Lydia Chagolla

Phone Number: (323) 526-9204

Email Address: Lydia.Chagolla@lacity.org

### Line Items

Line	Commodity Code	CL Description	Quantity	UOM	Unit Price	Sub Total	Sales Tax	Line Total
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## Terms and Conditions

Line Item Provisions

Document Provisions

Supporting Documents

Section intentionally left blank.

Line	Commodity Code	CL Description	Quantity	UOM	Unit Price	Sub Total	Sales Tax	Line Total
							Sub Total:	\$291,989.00
							Sales Tax:	\$26,883.05
							Total PO Amount:	\$318,872.05

## CITY OF LOS ANGELES PURCHASE ORDER CONDITIONS

By accepting this Purchase Order, the Supplier hereby agrees to and is bound by the General Terms and Conditions for City of Los Angeles Purchasing Agent Contracts (GTC) and Supplemental Conditions and Requirements (SCR), or "Attachment A" - Request for Quotation Bidder Instructions and General Terms and Conditions for City of Los Angeles Purchasing Agent Contracts. Questions regarding the GTC and SCR or "Attachment A" shall be directed to the City Purchasing Agent's Office, to the attention of the Buyer listed on the Purchase Order, or the Procurement Analyst listed on the parent contract for Contract Purchase Orders.

"Attachment A" may be downloaded from the Internet at [www.lacity.org/gsd/bidder%20instructions.pdf](http://www.lacity.org/gsd/bidder%20instructions.pdf).

If delivery of the product(s) or service(s) cannot be made exactly as specified and at the price shown, notify the City Purchasing Agent immediately. Do not make delivery without the Purchasing Agent's written approval. Any correspondence other than invoices relating to this order must be sent to the Purchasing Agent.

Prices on the order include inside delivery to the Department unless otherwise specified on the order.

All materials furnished on this order will be subject to test and inspection and, if rejected, will be held for return to the supplier subject to order of shipper and subject to accrued charges.

Overshipments will not be accepted unless authorized or approved by the Buyer in advance and in writing.

The FOB point, terms, order number, name and address of the ordering department must appear on all invoices. All shipments, shipping papers and correspondence must be identified with the order number. All cartons must be marked with the order number and be accompanied by a detailed packing list. Materials must be packed and shipped in conformity with tariff or classification requirements.

The City of Los Angeles will not be responsible for equipment, materials or supplies delivered or furnished to the City without a valid Purchase Order or prior written authorization from the Purchasing Agent.

In accordance with Los Angeles Municipal Code, Chapter 2, Article 1, Section 21.00 et seq., the City requires that each Supplier shall maintain or obtain as necessary a Tax Registration Certificate Account Number (TRC) from the City Office of Finance. The Supplier's assigned TRC shall appear on every invoice for products or services delivered to the City. Delays in payment may occur for invoices that do not include the Supplier's valid TRC. Contact the Office of Finance at (213) 473-5901 for further information regarding this requirement.

This order may not be assigned or transferred to any entity or individual without the Purchasing Agent's written approval.

Payment discount period will be calculated from the date of receipt of invoice, or receipt of product(s) or service(s), whichever is later.

All products or services delivered shall meet the requirements of the City of Los Angeles Municipal and Administrative Codes, including but not limited to those stated in the GTC and SCR, "Attachment A", and these Conditions.

The Supplier shall hold the City of Los Angeles, its officers, agents and employees harmless from liability of any nature or kind on account of any copyrighted composition, secret process, patented or unpatented invention, article, materials or appliances furnished or used under this order.

The prices, terms and conditions of the parent contract are applicable and binding on all Contract Purchase Orders. Suppliers that have not received payment in accordance with the terms of this order should immediately contact City of Los Angeles Payment Services, in writing, at 555 Ramirez Street, Space 312, Los Angeles, CA 90012. Notice shall include the order number, City Department receiving delivery, and if available, City employee contact name and telephone number at the delivery point.

  
\_\_\_\_\_  
Authorized By

BDV

Document ID	Document Phase	Document Description	Page 6
190000301949	Final	RCV, ROLL-OFF, 6X4 with Body Option - CPA HGAC	of 30

You are hereby notified of the award of this Purchase Order (PO) with the City of Los Angeles, as per HGAC HT06-18 and RH08-18 (RQS 190000601109). The Attachment A, specifications and any items thereof, addendums, and general conditions comprise the PO. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

The PO is awarded for the following:

**\*\* RCV, ROLL-OFF, 6X4 with Body Option\*\***

Ordering Department Contact Name: Christopher Isordia

Telephone No.: (323) 526-9204

E-mail Address: [christopher.isordia@lacity.org](mailto:christopher.isordia@lacity.org)

**Payment Terms: Net 30 Days**

**Delivery: 330 Days ARO**

**OFF-PEAK DELIVERY AND PICK-UP HOURS/DELIVERY INSTRUCTIONS:**

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

**ENVIRONMENTALLY PREFERABLE PRODUCTS:**

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section

<b>Document ID</b> 190000301949	<b>Document Phase</b> Final	<b>Document Description</b> RCV, ROLL-OFF, 6X4 with Body Option - CPA HGAC	<b>Page 7</b> of 30
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10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

**ADDITIONAL QUANTITIES:**

The supplier states it will accept orders for additional quantities at the same prices, terms and conditions, providing the City exercises the option before **6/30/2020**.

Any extension(s) beyond above stated expiration date shall be upon mutual consent between the City and the supplier. In addition, any extension(s) agreed upon by both parties shall not exceed three (3) months after the original expiration date.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects:    **Standard 1-year Base. Extended Coverage included per bid**

Warranty for labor/workmanship defects:    **Standard 1-year Base. Extended Coverage included per bid**

In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

**DELIVERY TIME EXTENSION:**

An extension of time for completion of delivery of the vehicles may be granted by the City, but only upon the written application to and approval of the City Purchasing Agent.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the execution of this RFQ, and which are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omission of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantine restrictions, or freight embargoes.

**INCREMENTAL DELIVERY SCHEDULE:**

Delivery of completed units, ready for service, is desired as follows:

Prototype to be delivered 60 days after award of contract.

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190000301949	Final	RCV, ROLL-OFF, 6X4 with Body Option - CPA HGAC	of 30

12 units to be delivered 120 days after award of contract.

12 units to be delivered every 30 days after the first 13 units have been delivered until all units have been delivered.

Contractor shall state the earliest delivery schedule possible. Liquidated damages for late delivery will apply to the delivery schedule established in the contract.

#### SERVICE AND PARTS:

Successful bidder shall maintain adequate parts and service facilities in Southern California to properly service the RCV, ROLL-OFF, 6X4 (as per HGAC HT06-18 and RH08-18) throughout the time the equipment is in use by the City. Failure to have such facilities may result in rejection of the Quotation.

#### DEALER SERVICE:

The equipment furnished under this contract shall be completely serviced locally by the supplier prior to delivery. It shall be ready for operation when delivered. Any further servicing by the supplier will not be required, except in connection with repairs or adjustments covered by the manufacturer's or dealer's warranty.

#### EXPERIMENTAL EQUIPMENT PROHIBITED:

Supplier shall furnish equipment that is established as reliable through successful operation. Any experimental or unproven design is not acceptable. The manufacturer shall have not less than three years of experience in the production of RCV, ROLL-OFF, 6X4 (as per HGAC HT06-18 and RH08-18), of the size and capacity specified. The City will be the sole judge in determining acceptability of equipment offered.

#### EQUIPMENT EVALUATION:

The apparent successful bidder shall be required to provide one unit of the same capacity and configuration as unit offered for evaluation by the City within 20 days after the RFQ opening date and prior to the award of a contract. The City will be the sole judge in determining the acceptability of the unit offered.

#### PRE-PRODUCTION MEETING:

Upon award of contract, a pre-production meeting shall be scheduled between the successful bidder and the City of Los Angeles. Meeting shall be held at a time and place of mutual agreement to both parties. All costs, including transportation, lodging, meals, and typical business travel related expenses, for four (4) City representatives to attend this meeting shall be the responsibility of the supplier. However, all such costs shall be within the guidelines established under City of Los Angeles Administrative Code Division 4, Chapter 5, Article 4, Section 4.242.1 et seq.

#### NOTIFICATION FOR 4 INSPECTIONS:

The contractor shall notify the City at (323) 526-9204 not less than five (5) days in



<b>Document ID</b> 190000301949	<b>Document Phase</b> Final	<b>Document Description</b> RCV, ROLL-OFF, 6X4 with Body Option - CPA HGAC	<b>Page 9</b> of 30
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advance that the vehicle is ready for the following inspections:

1. Chassis before alterations.
2. Chassis after frame modification.
3. Body after installation on chassis, but before painting.
4. Completed vehicle before delivery.

**MICLA VEHICLE LICENSE:**

The contractor shall make all necessary applications and complete all transfer papers, including applying for exempt license plates. License plates (hard plates) shall be installed on the vehicle at time of pre-delivery inspection.

The registered owner shall be shown exactly as outlined below on all forms where the registered owner is listed (use abbreviations exactly as shown):

Los Angeles City  
c/o Purchasing Agent  
555 Ramirez St., Space B-10  
Los Angeles, CA 90012

The lien holder shall be shown exactly as outlined below on all forms where the lien holder is listed (use abbreviations exactly as shown):

Municipal Improvement Corp.  
of Los Angeles (Proj. CP-14)  
555 Ramirez St., Space B-10  
Los Angeles, CA 90012

Note: Prior to applying for exempt license plates, the contractor shall contact the City's Equipment Inspector at (323) 526-9204 to obtain a City of Los Angeles equipment identification number for each vehicle/equipment item. This number must appear on the final registration certificate.

**CONVEYANCE TO FINANCING INSTITUTION:**

At the direction of the City, the successful bidder shall convey legal title to the vehicles, at the quoted price and terms, to any responsible party or parties which may be selected by the City for the purpose of financing the cost of the vehicles.

**EXTENDED WARRANTY:**

The following items shall be guaranteed against defects in materials and workmanship for the stated period of time. (Warranty shall commence with date unit is placed in service. Contractor will be notified in writing when unit is placed in service.)

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Automatic transmission: 36 months

Engine: 36 months

Spring brake air chambers: 24 months

Chassis frame: 60 months

Remainder of chassis and components: 12 months or 12,000 miles

Body, hydraulic pump and P.T.O. drive: 12 months or 2,000 hours

Labor and parts charges to the dealer, if any, for replacement or repair of warranty items shall be preapproved by dealer. Warranty adjustment referred to the dealer must be made within 72 hours of notification on each unit requiring attention.

Extended warranty shall apply to all chronic warranty adjustments not repaired during the warranty period and shall remain in effect until repairs are satisfactorily completed on all units.

Bidder shall state the actual warranty being offered. Failure to supply this information may result in the Quotation being deemed non-responsive.

a. Transmission, engine and air chambers: 60 months

b. Chassis frame: 72 months

c. Remainder of chassis and components: 36 months

d. Body, hydraulic pump, and P.T.O. drive: 24 months

e. Other: **CNG-Agility** 24 months  
**3rd Eye System** 60 months

#### TIRE FEE:

State California Tire Recycling Fee (If Any): \$17.50 per Vehicle.

#### SUPPLIER CONTACT:

Contact Person: Jerry Conrad

Telephone No.: (800) 776-3647

E-Mail Address: [conradj@rushenterprises.com](mailto:conradj@rushenterprises.com)

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## **ATTACHMENT A**

### **REQUEST FOR QUOTATION BIDDER INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS FOR**

### **CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

**REVISED 4/23/18**

### **READ CAREFULLY**

### **ON-LINE BIDDER INFORMATION AND FORMS**

All companies wishing to bid on City of Los Angeles purchases are directed to the Los Angeles Vendor Self Service (LAVSS) – [www.lavss.lacity.org](http://www.lavss.lacity.org) – and the Los Angeles Business Assistance Virtual Network – [www.labavn.org](http://www.labavn.org) – to register as bidders and to complete the City's Equal Benefits Ordinance; First Source Hiring Ordinance; and Slavery Disclosure Ordinance Affidavits.

Questions regarding the Affidavits and compliance with the City's requirements should be directed to the Bureau of Contract Administration, (213) 847-2625 or (213) 847-2631, or via e-mail to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

### **BIDDER INSTRUCTIONS (BI)**

All communications regarding the Request for Quotation (RFQ) shall be directed in writing to the Central Purchasing contact listed. Written communication may be made via e-mail, facsimile, U.S. Mail, or delivery service.

#### **BI-1. Request for Quotation Bidder Responsiveness:**

In order to be responsive, bidders shall complete and submit all Quotation documents requested by the City, including addenda, specifications, drawings and all forms

It shall be the bidder's responsibility to provide one (1) original, as requested, of the completed Quotation documents. The original shall include all Quotation documents requested by the City including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the City prior to the Quotation closing date and time.

Any bidder who fails to respond to RFQ's for a period of three (3) years may be removed from the City's Supplier Database.

If you are receiving RFQ's for commodities or services that you are unable to provide to the City, it shall be your responsibility to inform the Purchasing Agent, in writing and on company letterhead, requesting that your company be removed from the commodity listing.

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**CENTRAL PURCHASING:**

Contact: Melizza Estur

Phone: (213) 978-6905

E-mail: [melizza.estur@lacity.org](mailto:melizza.estur@lacity.org)

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## **BI-2. Form of Quotation and Signature:**

The Quotation must be made on the City form only. Telegraphic quotations are not acceptable. Facsimile/Email Quotations may be submitted only when requested by the City Purchasing Agent, as a Request for Fax Quotation. The Quotation should be enclosed in a sealed envelope, showing the Quotation number in the lower left corner, and addressed to the Los Angeles City Purchasing Agent, as indicated in the RFQ. The Quotation must be signed with the firm corporate name and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. **All prices must be firm unless the specifications provide for adjustment.**

## **BI-3. New and Unused:**

The equipment/products/materials furnished shall be new and unused, but may contain recycled materials in compliance with City, State, and Federal materials recycling guidelines and requirements.

## **BI-4. Cost of Preparing Quotations:**

The City is not liable for any costs incurred by bidders in the preparation and presentation of Quotations submitted in response to this RFQ.

## **BI-5. Taxes:**

Do not include any Sales Taxes or Federal Excise Tax in prices quoted unless the specifications require that Sales Tax be included. Sales Tax will be added by the City at time of award/order. Federal Excise Tax Exemption Certificate will be furnished to the supplier upon request, or IRS Identification No. 95- 6000735 may be used to claim the tax exemption. Any other taxes must be included in the Quotation prices.

## **BI-6. Delivery Costs:**

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles.

## **BI-7. Payments:**

Payment terms are NET 30 Days unless bidder otherwise quotes cash discount terms. Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating Quotations. All cash discounts shall be taken and computed from the date of the

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City's acceptance of the material or service, or from the date of receipt of invoice by General Services Payment Services, whichever is latest.

The City will make partial payments in accordance with actual deliveries made and accepted by the City. Partial payments will in no way relieve the supplier of its responsibility for completing delivery of the entire order.

#### **BI-8. Safety Requirements - OSHA and CALOSHA:**

Any equipment or material furnished must conform with the current safety code of the California Division of Industrial Safety and all OSHA requirements, where applicable.

Supplier agrees to comply with the provisions of the California Occupational Safety and Health Act of 1973, or its latest revision, and the standards and regulations issued thereunder. Supplier further certifies that all items furnished under this contract will conform to and comply with said standards and regulations.

Supplier further agrees to indemnify and hold harmless the City of Los Angeles for all damages assessed against the City as a result of supplier's failure to comply with the Act and the standards and regulations issued thereunder, and for the failure of the items furnished under this contract to so comply.

#### **BI-9. Safety Approval and Certification:**

Items delivered to the City must conform to the safety orders/codes of the California Division of Industrial Safety, CalOSHA, and OSHA where applicable.

Any required certification necessary to place equipment or other items into service shall be the supplier's responsibility. A copy of the certification shall be delivered with the equipment or items.

All Electrical items shall have Underwriter's Laboratory Listing or Approval.

#### **BI-10. "Or Equal":**

Whenever a particular product or brand name is specified it shall be deemed to be followed by the words "or equal".

#### **BI-11. Specifications and Deviations from Specifications:**

Specifications in the RFQ may consist of design, performance, or brand name specifications, or any combination thereof. The specifications are descriptive and indicate the quality, design and construction of the equipment or materials desired, and are not intended to be restrictive.



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Quotations will be considered for equipment or materials deviating from the specifications if such products comply substantially with the specifications. Each deviation from the specifications must be stated in a letter attached to your quotation. Where specific brand, make, and/or model numbers are referenced, bidders quoting on other brands, makes and/or models must indicate so in the line item space provided. The specified brand, make and/or model must be furnished unless otherwise indicated by the bidder.

If provisions of the specifications restrict bidder from bidding, bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Agent at least two (2) calendar days before the Quotation Closing Date. All bidders will be notified by Addendum of any approved changes in the specifications.

City of Los Angeles staff shall be the sole determiner of substantial compliance with the specifications. Failure to submit or disclose deviations from the RFQ specifications will make your Quotation non-responsive.

#### **BI-12. Illustrative and Technical Data, Drawings and Printed Literature:**

Bidder shall submit complete illustrative and technical data, drawings, and /or printed literature for the materials or equipment quoted. Deviations from specifications contained within printed literature will not be accepted. Only separately stated written deviations will be considered and/or accepted. Failure to furnish such data, drawings or literature may void your quotation.

#### **BI-13. Hazardous Substances/Chemicals:**

Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections 6380- 6386, require Safety Data Sheets (SDS) be prepared in compliance with Title 8, California Code of Regulations, Section 5194. SDS shall accompany this Quotation.

Chemicals shall be free of known carcinogens, and shall comply with the current Safety Code of the California Division of Industrial Safety, and with all OSHA requirements.

If any ingredient in the product quoted is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available. A copy of the SDS shall accompany each product shipment to a City facility. Products/chemicals shall be delivered in containers labeled with the product's common chemical name and the common or technical name of each of the product's chemical ingredients, together with a statement of precautions to be taken in product use.

A copy of the SDS shall be available at location of use in the performance of the contract.

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#### **BI-14. Withdrawal of Quotations:**

Bidder may withdraw Quotation in writing at any time prior to the RFQ Closing Date. Faxed/ Emailed withdrawals will be accepted. A written request signed by an authorized representative of the bidder must be submitted to the Procurement Analyst. After withdrawing a previously submitted Quotation, the bidder may submit another Quotation any time up to the RFQ Closing Date.

#### **BI-15. Waiver of Irregularities, Informalities, and Rejection of Quotations:**

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Quotation.

The City also reserves the right, as the interest of the City requires, to reject any or all Quotations, to reject unapproved alternate Quotations, and the right to reject the Quotation of any bidder that has previously failed to perform competently in any prior business relationship with the City, as determined through a Supplier Responsibility Hearing.

The rejection of any or all Quotations shall not render the City liable for costs or damages.

#### **BI-16. Quotations Property of City/Proprietary Bid Material:**

All Quotations submitted shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other proprietary information that the bidders claim are exempt from the California Public Records Act (California Government Code Section 6350 et seq.).

Bidder hereby warrants and represents that in submitting its Quotation, it has not included or disclosed any intellectual property rights of any third party without authorization or license from the respective third party intellectual property rights owner(s). Bidder hereby further warrants and represents that in performing the contract, if awarded, Bidder would not directly or contributorily infringe upon any intellectual property rights of any third party, including without limitation trademarks, copyrights, patents, trade dress, trade secrets, know-how and proprietary information.

In the event a bidder claims such an exemption, the bidder is required to state in the Quotation the following: "The bidder will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, intellectual property rights or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a bidder's right to exemption from this disclosure.

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#### **BI-17. Lowest Bid Price, Lowest Ultimate Cost, or Best Overall Value to the City:**

The award of the contract will be to the bidder(s) deemed to offer the material and/or service at the lowest bid price, lowest ultimate cost, or best overall value to the City based on responsive quotation(s) meeting the specifications set forth in the RFQ. The City's determination of lowest ultimate cost and best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the City's inventory carrying costs, ordering lead times, equipment maintenance costs, and items typically identified with and relating to a "Life Cycle Cost Analysis".

#### **BI-18. Quotation Acceptance and Contract Award:**

Quotation shall be subject to acceptance by the City for a period of three (3) months. The City may make combined award of all items completely to one bidder or may award separate items or groups of items to various bidders.

#### **BI-19. Appeal of Award:**

In the event the Purchasing Agent proposes to award a contract to other than the lowest responsive monetary bidder, the Purchasing Agent will, prior to such award, notify each of those bidders submitting lower monetary quotations which have conformed to the specifications set forth in the Request for Quotation.

Upon issuance of such notification, each bidder submitting a lower responsive monetary Quotation may, within two (2) working days, request a hearing before the Purchasing Agent. Upon such request, the Purchasing Agent will furnish such bidder with a written statement setting forth the reasons for the proposed award. A hearing shall be provided no sooner than three (3) calendar days after the request for hearing, unless the time period is waived by the bidder.

At or prior to the hearing, the bidder may present evidence as to why the contract should be awarded to said bidder. After the close of the hearing, the Purchasing Agent shall make a determination with respect to the responsibility of the bidder or bidders involved, and thereafter shall award the contract accordingly or shall reject all Quotations. The determination of the Purchasing Agent shall be final.

## **END OF BIDDER INSTRUCTIONS FOR CITY OF LOS ANGELES PURCHASING AGENT REQUEST FOR QUOTATION**

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## GENERAL TERMS AND CONDITIONS (GTC) FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS

### GTC-1. Integrated Contract:

This contract sets forth all the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous contracts, agreements or understandings, whether written or oral, relating thereto. This contract may only be amended by written mutual agreement of the supplier(s) and the City Purchasing Agent. No oral representations made by any City employee or representative will vary the terms of the written contract.

### GTC-2. Applicable Law, Interpretation and Enforcement:

Performance under this contract shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws that affect employees. This contract shall be enforced and interpreted under the laws of the State of California. The supplier shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

If any part, term or provision of this contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract, the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

### GTC-3. Prevailing Wage Ordinance:

In accordance with City of Los Angeles Administrative Code Section 10.7 et seq., the supplier agrees to comply with applicable sections of the California State Labor Code pertaining to labor and the prevailing wage rates. Where labor is required for public work as a part of this contract, the supplier shall pay no less than the Prevailing Wage as determined by the California Department of Industrial Relations.

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Bidders may contact the Department of Public Works, Office of Contract Compliance for current prevailing wage information at (213) 847-2629.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance, in accordance with Section 1776 of the California State Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the State Labor Code.

#### **GTC-4. Equal Benefits Ordinance:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders shall complete and upload the Equal Benefits Ordinance Affidavit (2 pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000 or more. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded to the City's BAVN. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### **GTC-5. Nondiscrimination, Equal Employment Practices and Affirmative Action Program:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Procurements by the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3., Equal Employment Practices Provisions. All Bidders shall complete and upload the Non-Discrimination/Equal Employment Practices Affidavit (2 pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN, but no later than the time when an individual Bid is submitted. Bidders with Certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

Procurements by the City for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders agree to adhere to the Nondiscrimination, Equal Employment Practices and Affirmative Action program for the duration of the contract and acknowledge their responsibility to comply with both the ND/EEP and AA provisions by affixing its signature to a contract.



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Bidders seeking additional information regarding the requirements of the Non-Discrimination, Equal Employment Practices and Affirmative Action Programs may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### **GTC-6. Child Support Assignment Orders Ordinance:**

City of Los Angeles Administrative Code Section 10.10 requires all suppliers and sub-suppliers to fully comply with all applicable Federal and State employment reporting requirements for the supplier or sub-supplier's employees.

**By signing the Signature Page, the bidder certifies and agrees that if it is awarded a contract with the City of Los Angeles, the bidder will:**

1. Fully comply with all applicable Federal and State employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings
4. Assignment Orders and Notices of Assignment applicable to them personally.
5. Certify that the business will maintain such compliance throughout the term of the contract.
6. Include all language in this section in any contracts, agreements or understandings the bidder creates or has with sub-suppliers providing goods or services under a contract awarded by the City of Los Angeles.

Failure of a supplier or sub-supplier to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the supplier or sub-supplier or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

#### **GTC-7. Small Local Business Ordinance:**

In accordance with City of Los Angeles Administrative Code Section 10.25 et seq., any supplier who qualifies as a "Small Local Business" (SLB) and is a responsible bidder shall be granted a preference as to all contracts of \$100,000.00 or less, for which quotations were solicited, in an amount equal to 10% of the quotation of the lowest and best responsible bidder, if that latter bidder has not qualified as a SLB. If, after deduction of the 10% preference from the quotation of the SLB, the quotation is equal to or less than the lowest quotation, the quotation of that SLB shall be deemed to be the lowest quotation.

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In order to be given preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the RFQ Closing Date, and approved prior to the RFQ award date.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

1149 S. Broadway Street, Suite 300 Los Angeles, CA 90015

Certification as a Small Local Business is valid for one calendar year from the date of approval. SLB's must be recertified annually by the Office of Contract Compliance, Centralized Certification Section. Questions concerning the Small Local Business Program should be directed to the Office of Contract Compliance at (213) 847-2625.

#### **GTC-8. Environmentally Preferable Products Purchasing Program:**

In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities (e.g., Energy Star, Green Seal, EPA Recycled Materials Advisory Notice (RMAN) Purchasing Guidelines, Federal Electronic Product Environment Assessment Tool (EPEAT) program guidelines for electronics, State Agency Buy Recycled Campaign (SABRC)).

Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible.

Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post- Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

#### **GTC-9. Service Contract Worker Retention and Living Wage Ordinances:**

Unless otherwise exempt in accordance with the provisions of the Ordinances, this contract is subject to the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles City Administrative Code, as amended from time to time. The Ordinances require that all employers under contracts primarily for furnishing services to or for the City that involve an expenditure in excess of \$25,000 and a contract term of at least three months shall provide the following: (a) retention by a successor supplier for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated supplier or sub-supplier, if any, as provided for in the SCWRO; (b) payment of a minimum initial wage rate to employees as defined in the LWO, and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

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Unless pre-empted by the California State Labor Code pertaining to Prevailing Wage in Item GTC-3 above, any supplier who enters into a service contract of \$25,000 or more with the City agrees to comply with applicable sections of the Los Angeles City Administrative Code pertaining to the Living Wage. Under the provisions of Section 10.36(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the supplier violated the provisions of the referenced Code section. Contact the Bureau of Contract Administration, Office of Contract Compliance for living wage rules and regulations at (213) 847-2625.

### **GTC-10. Contractor Responsibility Ordinance:**

City of Los Angeles Administrative Code Section 10.40 et seq. provides that every Request for Quotation (RFQ) is subject to the provisions of the Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Code.

The Code requires that all bidders complete and return, with their RFQ, the responsibility questionnaire included in this solicitation. Failure to return the completed questionnaire may result in the bidder being deemed non-responsive.

Pursuant to the Code, by executing a contract with the City, the supplier pledges, under penalty of perjury, to comply with all applicable Federal, State and local laws in performance of the contract, including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

The Code also requires that if a contract is awarded pursuant to this procurement, the supplier must update responses to the questionnaire within thirty calendar days after any changes to the responses previously provided, if such change would affect contractor's fitness and ability to continue performing the contract.

The supplier further agrees to:

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the supplier is not in compliance with all applicable Federal, State and local laws in performance of this contract;
2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the supplier has violated the provisions of Section 10.40.3 (a) of the Code;
3. Ensure that its subcontractor(s) working on the supplier contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on supplier's City contract comply with the requirements of the Pledge of Compliance and the requirement to notify awarding authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has

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found that the subcontractor(s) has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

#### **GTC-11. Slavery Disclosure Ordinance:**

Unless otherwise exempt in accordance with the provisions of Section 10.41 et seq. of the Los Angeles Administrative Code, any contract awarded pursuant to this RFQ will be subject to the City's Slavery Disclosure Ordinance.

All Bidders shall complete and upload the Slavery Disclosure Ordinance Affidavit (1 page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### **GTC-12. Sweat-Free Procurement Ordinance:**

This Agreement is subject to the Sweat-free Procurement Ordinance, Section 10.43, et seq. of the Los Angeles Administrative Code, as amended from time to time, unless otherwise exempt in accordance with its provisions. The Ordinance requires the Contractor to sign under oath and comply with the City's Contractor Code of Conduct, thereby promising the following:

1. Contractor shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace discrimination.
2. Contractor shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
3. Contractor shall take good faith measures to ensure, to the best of Contractor's knowledge, that Contractor's subcontractors also comply with the City's Contractor Code of Conduct.
4. Contractor shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel, and related accessories, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted

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to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power Index.

### **GTC-13. First Source Hiring Ordinance:**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time. Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of the FSHO.

Unless otherwise exempt, contractor shall, prior to the execution of the contract, provide a list of anticipated employment opportunities that contractor estimates it will need to fill in order to perform the services under the contract. Contractor further pledges that it will, during the term of the contract, a) at least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) interview qualified individuals referred by CDD; and c) prior to filling any employment opportunity, the contractor shall inform the City of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the contractor interviewed and the reasons why referred individuals were not hired. Any subcontract entered into by the contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the City has determined that the contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor has violated provisions of the FSHO.

Contact the Bureau of Contract Administration, Office of Contract Compliance for further information at (213) 847-2625.



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#### **GTC-14. Local Business Preference for Procurements in Excess of \$150,000**

In accordance with City of Los Angeles Administrative Code Section 10.47 et seq., Awarding Authorities shall grant an eight percent (8%) Local Business Preference for Contracts involving consideration in excess of \$150,000.00 to any supplier who qualifies as a "Local Business" and is a responsible bidder.

The Awarding Authority shall provide a preference of up to five percent (5%) to a bid submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7

The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. The Bid Preference shall not exceed one million dollars (\$1,000,000.00) for any Bid. An Awarding Authority may, before the award of a Contract, determine that it is not in the City's best interest to grant a Bid preference and award the Contract to the bidder eligible for the award without consideration of the provisions of this Article.

This Article shall not apply to Contracts that involve the expenditure of funds that are not entirely within the City's control, such as state and federal grant funds, that due to legal restrictions prohibit its application.

Questions concerning the Local Business Preference Program should be directed to the Office of Contract Compliance at (213) 847-2625.

#### **GTC-15. Contract Purchase Orders:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

#### **GTC-16. Most Favorable Government Prices:**

The prices charged the City of Los Angeles on any contract shall not exceed those charged any other government agency.

In the event of a price decline, or if the supplier sells the same products or services to other government agencies under similar quantity and delivery terms and conditions at prices below those stated herein, the supplier shall immediately extend such lower prices to the City of Los Angeles. A current price list must be available in the supplier's local office at all times for audit by the City.

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#### **GTC-17. Price Reductions:**

After the award of a contract, or during the contract term, any material, equipment, or product cost or price list reductions to the supplier shall be offered to the City in a corresponding price reduction.

Periodically the City may request the supplier to certify in writing that any and all material, equipment, and product cost and price list reductions to the supplier are reflected in the City's prices.

#### **GTC-18. Retention of Records, Audits and Reports:**

Supplier shall maintain records at the supplier's facility, including records of financial transactions, pertaining to the performance of this contract, in accordance with requirements prescribed by the City.

These records shall be retained for a period of no less than three years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. The said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the three years following the final payment made by the City hereunder or the termination date of this contract, whichever occurs last. Supplier shall provide any price lists, invoices and/or reports requested by the City regarding performance of this contract.

#### **GTC-19. Contract Termination:**

The contract may be terminated in whole or in part by the City for its convenience, without penalty, provided that the contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of orders fulfilled or work performed.

The City has the right to cancel the contract for cause at any time.

#### **GTC-20. Termination for Non-appropriation:**

The City's obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

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#### **GTC-21. Assignment:**

The supplier shall not assign or transfer by operation of law any obligation without prior submission and approval of a properly completed City of Los Angeles Contract or Payment Assignment Form to the Purchasing Agent.

#### **GTC-22. Restocking Fee:**

Supplier shall be entitled to a 5% (five percent) restocking fee that will be charged the City of Los Angeles for return of goods ordered in error.

Restocking fee shall not apply to shipping errors by the supplier, damaged or defective items, overshipments, production overruns, late shipments, or any other shipping/delivery related errors.

#### **GTC-23. Care and Custody:**

The supplier accepts full responsibility for any loss or damage to City equipment or materials while in the supplier's possession or its agents' possession. Supplier shall reimburse the City for any loss or damage to City equipment or materials while in the supplier's or its agent's care and custody.

#### **GTC-24. Default by Supplier:**

In case of default by supplier, the City reserves the right to procure the items or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

#### **GTC-25. Breach and Waiver of Breach:**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

A waiver of a breach of any part, term or provision of this contract shall not be construed as a waiver of any succeeding breach of the part, term or provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.

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#### **GTC-26. Claims for Labor and Materials:**

The supplier shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property, against the supplier's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### **GTC-27. Americans with Disabilities Act:**

The supplier hereby certifies that it will comply with the Americans with Disabilities Act (ADA), 42, U.S.C. Section 12101 et seq., and its implementing regulations. The supplier will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of ADA. The supplier will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person of disability. Any sub-contract entered into by the supplier, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### **GTC-28. City Tax Registration Certificate:**

The supplier shall obtain and maintain a Tax Registration Certificate (TRC) and all such certificates required of it and shall not allow any such certificates to be revoked or suspended while any contract is in effect.

Contact the Office of Finance, Tax and Permit Division at 213-473-5901 for compliance requirements and general information.

#### **GTC-29. Force Majeure:**

Notwithstanding any other provisions hereof, neither the Supplier nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond Supplier's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargoes or delays in transportation, and changes in federal, state or local laws.

#### **GTC-30. Patent Rights:**

The person, firm, or corporation to whom this contract is issued does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this contract agrees to indemnify and hold the City of Los Angeles harmless from any and

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all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

#### **GTC-31. Indemnification:**

Except for the active negligence or willful misconduct of the City, supplier undertakes and agrees to defend, indemnify and hold harmless the City and any and all of the City's Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including supplier's employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Contract on the part of supplier or sub-supplier of any tier. The provisions of this paragraph shall survive termination of this Contract.

#### **GTC-32 Intellectual Properties:**

The supplier represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade dress, trade secrets, right of publicity and proprietary information (Intellectual Property). This provision shall survive expiration or termination of this Contract.

The supplier, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees, experts' fees and cost of litigation, damage or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any Intellectual Property rights (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by supplier in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by supplier under the Contract.

Supplier's defense of the CITY shall be consistent with Los Angeles City Charter Sections 271, 272 and 273. Rights and remedies available to the CITY hereinabove are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This provision shall survive expiration or termination of this Contract.

In addition to the foregoing, if supplier has information or reasonably believes that (1) any of the Work Products allegedly or actually infringes or is likely to infringe upon any third-party Intellectual Property rights, or (2) any of the Intellectual Property licenses procured on behalf of the CITY under this Contract are to expire, to be terminated or enjoined, supplier shall immediately notify CITY of such alleged, actual or potential infringement or license status. Upon CITY'S request, supplier shall, at supplier's own expense:



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1. procure for the CITY the right or license to continue using the Intellectual Property at issue; or
2. replace the Intellectual Property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY, or diminish the intended benefits and use of the Work Products by the CITY under the specifications herein.

Unless otherwise provided for herein, all Work Products originated or prepared by supplier or its subcontractors of any tier under this Contract shall be and remain the property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Supplier hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by supplier under this Contract. Supplier further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein. This provision shall survive expiration or termination of this Contract.

Supplier shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by supplier relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of supplier to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject supplier to damages paid to the CITY and the imposition of any and all sanctions allowed by law, including but not limited to termination of supplier's contract with the CITY.

For all Intellectual Property (1) that have already been created, legally perfected or reduced to practice by whomever prior to the performance of this Contract (Pre-existing Intellectual Property) and (2) that are enmeshed in or discretely made part of the Work Products, supplier hereby grants and/or will cause the third-party Pre-existing Intellectual Property right owner to grant CITY, including its agents and consultants a royalty-paid, perpetual, irrevocable license to use such Pre-existing Intellectual Property so as to maximize the City's benefits from and use of the Work Products.

## END OF GENERAL TERMS AND CONDITIONS FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS

**RESOLUTION NO. \_\_\_\_\_(CM)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING THE PURCHASE OF THREE (3) 2020 PETERBILT MODEL 520 ROLL-OFF COLLECTION VEHICLES TO BE USED BY THE SOLID WASTE DIVISION FROM RUSH TRUCK CENTERS OF CALIFORNIA, INC., THROUGH THE PURCHASING AUTHORITY OF THE CITY OF LOS ANGELES, IN AN AMOUNT NOT TO EXCEED \$806,746.80, WHICH INCLUDES FREIGHT AND SALES TAX (\$537,831.20 WILL BE FUNDED BY THE SOLID WASTE ENTERPRISE FUND FOR FY2018/2019 AND \$268,915.60 WILL BE FUNDED BY THE SOLID WASTE ENTERPRISE FUND FOR FY2019/2020)**

**WHEREAS**, Section 3-5.04 of the Watsonville Municipal Code authorizes the purchase of contracting for specified supplies, services, and equipment on a competitive bidding basis independently of the purchasing officer upon approval of the City Council; and

**WHEREAS**, Resolution No. 119-92 (CM) adopted by City Council on April 14, 1992, authorizes the City Manager to participate in the purchasing authority of other California public agencies using a competitive bid process similar to that of the City of Watsonville; and

**WHEREAS**, City staff has evaluated the bid process used by the City of Los Angeles and determined that its bid process is similar to that of the City of Watsonville.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:**

That the Council hereby authorizes the purchase of three (3) 2020 Peterbilt Model 520 Roll-Off collection vehicles to be used by the Solid Waste Division of Public Works and Utilities from Rush Truck Centers of California Inc., through the purchasing authority of the City of Los Angeles, in an amount not to exceed \$806,746.80 funded

by the Solid Waste Enterprise Fund [0740] for FY2018/2019 and FY2019/2020.

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**City of Watsonville  
Public Works and Utilities**

**M E M O R A N D U M**



**DATE:** March 18, 2020

**TO:** Matthew D. Huffaker, City Manager

**FROM:** Steve Palmisano, Director of Public Works and Utilities  
Enrique Vasquez, Municipal Services Operations Manager

**SUBJECT:** Authorization for the purchase of a street sweeper unit for the  
Solid Waste Division of Public Works and Utilities in the  
amount of \$282,397.05

**AGENDA ITEM:** March 20, 2020 **City Council**

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**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the purchase of one new TYMCO Model 600 street sweeper unit to be used by the Solid Waste Division of Public Works and Utilities in the amount of \$282,397.05.

**DISCUSSION:**

The Solid Waste Division will utilize the new TYMCO Model 600 sweeper unit to replace an old 2004 TYMCO street sweeper which will be retired and auctioned off, as it is coming to the end of its useful life.

The proposed purchase will utilize a low bid from the City of Selma (BID # RFP 10-28-19, purchase order number PW 18-7060GCS) to purchase the street sweeper from Environmental Equipment Services Inc. through the piggyback policy authorized by City ordinance.

**STRATEGIC PLAN:**

The purchase of the street sweeper unit is consistent with the City Council Strategic Plan, Goal 3 Infrastructure and Environment.

**FINANCIAL IMPACT:**

This purchase was identified in the Capital Improvement Projects and budgeted for the 2019-20 fiscal year in account 740-912-7805-14355. It will be paid from the Solid Waste Enterprise Fund.

**ALTERNATIVES:**

City Council may decide not to approve the purchase request or it may direct staff to continue utilizing the current aging street sweeper.

**ATTACHMENTS:**

- 1) GCS Environmental Equipment Services Inc. piggyback letter

cc: City Attorney





**February 24, 2020**

**City of Watsonville  
320 Harvest Drive  
Watsonville, CA 95076  
Attention Mr. Enrique Vazquez, Operations Manager  
Phone 831-234-5138 Email: [Enrique.vazquez@cityofwatsonville.org](mailto:Enrique.vazquez@cityofwatsonville.org)**

**GCS Environmental Equipment Services Inc. will allow the City of Watsonville to purchase additional New TYMCO Model 600 off of the City of Selma Bid.**

**Bid # RFP 10-28-19  
Purchase Order Number PW 18-7060**

**Itemized list of optional equipment:**

**TYMCO Model 600  
High Capacity Dust Separator  
Hopper Split Screen  
Abrasion Protection Package  
Stainless Steel Limb Guard Curb Side  
Auxiliary Hydraulic System  
Double DUO Skid Shoes w/3" Ramps  
Pick-Up Head Hydraulic Curtain Lifter (heavy Leaf removal)  
Pressure Transition Clean Out Port for Turning Vanes  
Gutter Broom Tilt Adjusters Left & Right Sides  
Variable speed gutter brooms  
COMDEX Extra Water Capacity 330 gallons  
Low Emission Package PM10 Certified Per Rule 1186  
Dump Switch in Cab  
AOD Heavy Duty Water System  
Auto Sweep Interrupt System w/Overspeed  
Leaf Pressure Bleeder with gauge  
Gutter Broom Tilt L&R  
LED Floodlights each gutter broom  
LED Floodlight 1 curb side pick-up head  
Amber Beacon LED Rear w/L360BGB Guard  
Pick-Up Head Water Blast System  
Spare Tire and Wheel  
Three Camera's and Colored Monitor / Provision 3<sup>rd</sup> eye.**

**Truck Chassis Freightliner Model M2-106 Year 2021 / Dual Steering  
260 HP Engine / 12,000 lb. front axle  
Allison 3500 RDS Transmission**

**Factory Installed A/C  
AM/FM Stereo System  
Two (2) Air Ride Seats  
Air Horns  
Chassis Engine Hour Meter  
Cleaning Tool Bracket  
LED Lights – Stop/Turn/Tail/Clearance  
LED Rear Lights  
Traffic Directional Light – LED  
Back Up Alarm  
Chrome Package  
Sweeper Operator Manuals  
Sweeper Parts / Services Manuals  
Sweeper Training DVD**

**City of Watsonville Piggy Back Price Per above specifications  
Sale \$258,487.00  
Sales Tax @ 9.25% \$23,910.05  
Total Sale Price \$282,397.05**

**FOB: Watsonville Ca  
TERMS: Net 30  
DELIVERY: Estimate 150-180 Days ARO**

We appreciate the opportunity to present this proposal and look forward to being further and continued service.

Sincerely,

Tracy R. Pinkston / CEO  
GCS Environmental Equipment Services Inc.  
121 East Street Woodland, CA 95776  
Office (530) 402-1850  
Fax (530) 402-1851  
Mobile (530) 681-1752  
Email: [tracygcs@aol.com](mailto:tracygcs@aol.com)  
Web Site: [gcsees.com](http://gcsees.com)

RESOLUTION NO. \_\_\_\_\_(CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING THE PURCHASE OF ONE (1) 2021 TYMCO MODEL 600 STREET SWEEPER UNIT TO BE USED BY THE SOLID WASTE DIVISION FROM GCS ENVIRONMENTAL EQUIPMENT SERVICES, INC., THROUGH THE PURCHASING AUTHORITY OF THE CITY OF SELMA, IN AN AMOUNT NOT TO EXCEED \$282,397.05 (FUNDED BY THE SOLID WASTE ENTERPRISE FUND FOR FY2019/2020)**

**WHEREAS**, Section 3-5.04 of the Watsonville Municipal Code authorizes the purchase of contracting for specified supplies, services, and equipment on a competitive bidding basis independently of the purchasing officer upon approval of the City Council; and

**WHEREAS**, Resolution No. 119-92 (CM) adopted by City Council on April 14, 1992, authorizes the City Manager to participate in the purchasing authority of other California public agencies using a competitive bid process similar to that of the City of Watsonville; and

**WHEREAS**, City staff has evaluated the bid process used by the City of Selma and determined that its bid process is similar to that of the City of Watsonville.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:**

That the Council hereby authorizes the purchase of one (1) 2021 TYMCO Model 600 street sweeper unit to be used by the Solid Waste Division of Public Works and from GCS Environmental Equipment Services Inc., through the purchasing authority of the City of Selma, in an amount not to exceed \$282,397.05 funded by the Solid Waste Enterprise Fund [0740] for FY2019/2020.

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**City of Watsonville  
Public Works and Utilities**

**M E M O R A N D U M**



**DATE:** February 24, 2020

**TO:** Matthew D. Huffaker, City Manager

**FROM:** Steve Palmisano, Public Works and Utilities Director  
Darren Gertler, Environmental Science Workshop Coordinator

**SUBJECT:** Acceptance of a \$30,000 grant from the Monterey Peninsula Foundation on behalf of the Chevron Eagles for Education to support the City's Science Environmental Workshop

**AGENDA ITEM:** March 20, 2020

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**RECOMMENDATION:**

Staff recommends that City Council accept a \$30,000 grant from the Monterey Peninsula Foundation on behalf of the Chevron Eagles for Education Grant to support the operation of the Environmental Science Workshop.

**DISCUSSION:**

The Environmental Science Workshop (ESW) located on Second Street has been a valuable community resource since 1997. Every year the ESW serves over 5,000 youth. The grant funds will go to support the employment of part-time staff, including the teenage employees that make the ESW such a successful program.

**STRATEGIC PLAN:**

This grant supports the strategic plan, Goal 5.G.1 Community Engagement & Well-Being - Science Workshop

**FINANCIAL IMPACT:**

This \$30,000 grant will provide part time staff to bolster the ESW 2nd Street Workshop. No General Funds are used.

**ALTERNATIVES:**

If this grant is denied the Science Workshop would need to pursue alternate funding sources in order to sustain the current programs.

**ATTACHMENTS:**

None

cc: City Attorney

RESOLUTION NO. \_\_\_\_\_ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ACCEPTING THE \$30,000 GRANT FROM MONTEREY PENINSULA FOUNDATION, A NON-PROFIT CORPORATION, FOR THE WATSONVILLE ENVIRONMENTAL SCIENCE WORKSHOP; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND**

**WHEREAS**, the City of Watsonville was awarded a \$30,000 grant from Monterey Peninsula Foundation through their partnership with Chevron and the Eagles for Education program for the Watsonville Environmental Science Workshop which will be used to cover cost of part-time staff.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:**

1. That the \$30,000 grant from Monterey Peninsula Foundation, a non-profit corporation, for the Watsonville Environmental Science Workshop to be used to cover cost of part-time staff, is hereby accepted.

2. That the City Manager of the City of Watsonville is hereby authorized and directed to execute in the name of the City of Watsonville, any and all documents required by Monterey Peninsula Foundation including any extensions or amendments thereof in order to implement this agreement.

3. That the \$30,000 grant is hereby appropriated to the Special Grants Fund [0260].

\*\*\*\*\*



**City of Watsonville  
City Attorney**

**M E M O R A N D U M**



**DATE:** March 18, 2020  
**TO:** City Council  
**FROM:** Alan J. Smith, City Attorney  
**SUBJECT:** COVID-19 CAUSED EVICTIONS  
**AGENDA ITEM:** March 20, 2020

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**RECOMMENDATION:**

Staff recommends adopting the attached uncodified ordinance prohibiting evictions in the City of Watsonville to the extent attributable to the consequences of COVID-19 and directing that utilities not be disconnected or late fees charged for the consequences of COVID-19

**RECENT EVENTS**

On January 30, 2020, the World Health Organization declared COVID-19 a public health emergency of international concern.

On January 31, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency.

On March 4, Governor Newsom signed Executive Order N-25-20 proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19

On March 10, 2020, the Council declared a public health emergency from COVID-19.

On March 13, 2020 the County Superintendent of Schools closed all schools in the County of Santa Cruz.

On March 16, Governor Newsom signed Executive Order N-28-20 restricting residential evictions.

Also, on March 16, Santa Cruz County Health Officer Gail Newel issued a shelter in place order enforceable by the Santa Cruz County Sheriff's Office and local police chiefs. The Order directed all individuals to shelter in their place of residence unless they must obtain or perform vital services. All businesses, except essential businesses (as defined), are required to cease all activities at facilities located within the County. The order is effective on March 17, 2020 and will remain in place until April 7, 2020.

As of March 17, there are 13 confirmed COVID-19 cases in Santa Cruz County. The number of cases is expected to grow rapidly.

## DISCUSSION:

Due to directives from federal, state and local health officials, public and private events have been cancelled, schools have been closed, and residents have been advised to avoid public gatherings and work from home to prevent the spread of this disease.

Restaurant and retail business has significantly declined, and parents miss work to care for home-bound school-age children, resulting in workers being impacted by lost wages and layoffs. The loss of wages caused by the effects of COVID-19 will impact a tenant's ability to pay rent when due, leaving tenants vulnerable to eviction and homelessness.

Beginning around the second week of March, many local governments throughout the country passed resolutions, executive orders, and ordinances to protect local tenants – both residential and small businesses. On March 16<sup>th</sup>, Governor Gavin Newsom signed Executive Order N-28-20, which avoided a state-wide response to the issue, and instead allowed local governments to “impose substantive limitations on residential or commercial evictions” related to COVID-19.

This report lays out various aspects of an eviction for nonpayment moratorium to be considered by the Council and compares how other California cities have addressed these issues.

## DURATION OF MORATORIUM

Given the rapidly changing and unpredictable nature of this crisis, the proposed Ordinance simply states that it will be in effect for the duration of the local emergency. If a specific time limit is placed on it, it could place an unnecessary burden on the Council to renew it after, for example, 30 days, or repeal it if the time limit placed ends up being longer than necessary.

Table 1	
Examples of duration of eviction moratorium	
Hermosa Beach	Unclear – over 30 days
Los Angeles	Duration of the local emergency
Sacramento*	Duration of the local emergency
San Francisco	30 days or end of local emergency, whichever comes first
San Jose	6-month ordinance, but the resolution must be renewed every 30 days
Santa Monica	Duration of the local emergency
State Executive Order	Until May 31st

## AFFECTED PROPERTIES

While most cities only protect residential tenants, the proposed Ordinance protects residential and commercial tenants. The City's commitment to maintaining a vibrant local economy is not possible without supporting small business owners. Governor Newsom's March 16 Executive Order<sup>1</sup> notes that “local jurisdictions may also determine, based on their particular needs, that promoting stability amongst *commercial tenancies* is also conducive to public health[.]”

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<sup>1</sup> Executive Order N-28-20

<b>Table 2</b>	
<b>Examples of types of tenants protected</b>	
Hermosa Beach	Commercial properties only
Los Angeles	Residential properties only
Sacramento	Residential properties only
San Francisco	Residential properties only
San Jose	Residential properties only
Santa Monica	Does not specify, but appears to be only residential
Executive Order N-28-20	Both

## **CIRCUMSTANCES/PROOF REQUIRED TO QUALIFY FOR PROTECTION**

The language in the proposed Ordinance draws from the Governor’s Executive Order N-28-20, which states that circumstances for “affected tenants” can be defined as including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and the decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (I) was caused by the COVID-19 pandemic, or by any local, state, or federal occupation thereof.

Cities range in the types of documentation that could be used to verify financial impacts. While it helps to be clear about what qualifies, it should be taken into consideration that this is a busy and confusing time for all, and it may be difficult for tenants to collect appropriate and cohesive documentation in a short amount of time. Including language that notes that the list is “not limited” helps to address these concerns. Additionally, staff could prepare outreach materials for both tenants and landlords that give more detail about the process.

<b>Table 4</b>	
<b>Examples of documentation/process required to qualify for eviction protection</b>	
Hermosa Beach	Appropriate documentation to support the claim
Los Angeles	Documentation not specified
Sacramento*	To take advantage of the protections afforded under this subsection D, a tenant must do all the following: a. Notify the landlord in writing before the day rent is due that the tenant has a covered reason for delayed payment; b. Provide the landlord with verifiable documentation to support the assertion of a covered reason for delayed payment; and c. Pay the portion of rent that the tenant is able to pay.
San Francisco	The tenant must provide notice to the landlord within 30 days after the date that rent was due that the tenant is unable to pay rent due to financial impacts related to COVID-19. Within one week of providing notice, the tenant shall provide the landlord documentation. If the tenant does not provide evidence of financial impacts related to COVID-19, the landlord may attempt to proceed [with eviction].
San Jose	1. Letter from employer citing COVID-19 as a reason for reduced work hours or termination; 2. Employer paycheck stubs; 3. Bank statement.

	(not exclusive)
Santa Monica	The tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim.
<i>State Executive Order</i>	<i>Documentation not specified.</i>

## REPAYING PAST-DUE RENT

This Ordinance does not deny landlords the rent they are due, it simply defers payment for a period of time so that tenants may be more financially stable and able to pay.

Tenants (both commercial and residential) will probably not be able to pay all past rent immediately upon returning to work. Depending on the length and severity of this crisis, this piece of the Ordinance may need to be amended in the future; if tenants are out of work for several months, it might take more than six months to repay their delinquent rent, and a more sophisticated repayment plan and procedure may prove necessary. For now, this piece is included in order to alert landlords and tenants that rent is expected to be paid.

Table 5	
Examples of requirements and timeline for paying past-due rent	
Hermosa Beach	N/A
Los Angeles	Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent.
Sacramento*	The tenant must pay rent in the amount net of their income loss and to pay back rent within 120 days after the end of our local emergency declaration. Landlords could still impose late fees.
San Francisco	Up to six months before the landlord may recover possession due to those missed rent payments. The tenant shall pay the rent in one month if able to do so; however, if the tenant remains unable to pay rent due to the financial impacts related to COVID-19, the tenant may provide the landlord another notice and additional documentation pursuant to subsections (a) and (c) and thereby extend the payment date [in essence, tenant must resubmit documentation every month for the 6 months].
San Jose	None – will be addressed in a future ordinance
Santa Monica	The landlord may seek the unpaid rent after the expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delated for the reasons state in this order.
<i>State Executive Order</i>	<i>Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.</i>

## OTHER CONSIDERATIONS:

Some municipalities have also included provisions for water, sewer and solid waste utilities to waive late fees or prohibit utility shut offs. The precedent for this comes from other cities as well as Governor's Newsome's Executive Order. The City has already implemented proactive measures administratively to waive late fees and freeze utility shut-offs for the duration of the local emergency. However, utility customers will

continue to be responsible for paying for their utility services, including any late payments that may occur during this state of emergency.

**EMERGENCY ORDINANCE:**

This ordinance is an urgency ordinance that will go into effect immediately and not require a second reading. The authority for this is Section 602 of the City Charter<sup>2</sup> This Ordinance requires five affirmative votes to pass.

**Links:**

1. [Hermosa Beach](#)
2. [Los Angeles](#)
3. Oakland – voted to send a letter to Alameda County Superior Court asking the court to pause all ongoing eviction cases and reject new filings until the council's next meeting on April 7, ordinance will be brought to that meeting.
4. [Sacramento](#) \*Had not yet been voted on – meeting on 3/17
5. [San Francisco](#)
6. [San Jose](#)
7. [Santa Monica](#)
8. [Governor Newsom's Executive Order N-28-20](#)

**Attachment(s):**

- 1) Table 7 – Matrix of California Cities' Tenant Protection Measures for COVID-19 affected tenants.

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<sup>2</sup> SECTION 602. ORDINANCES: EMERGENCY. Any ordinance declared by the Council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if passed by at least five (5) affirmative votes.

**Table 7****Matrix of California cities' tenant protection measures for COVID-19 affected tenants**

<b>City</b>	<b>Duration</b>	<b>Type of Tenant</b>	<b>Defining "Affected Tenants"</b>	<b>Repayment of missed rent</b>
<b>Hermosa Beach</b>	Unclear – over 30 days	Commercial properties only	Appropriate documentation to support the claim	N/A
<b>Los Angeles</b>	Duration of the local emergency	Residential properties only	Documentation not specified	Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent.
<b>Sacramento*</b>	Duration of the local emergency	Residential properties only	To take advantage of the protections afforded under this subsection D, a tenant must do all the following: a. Notify the landlord in writing before the day rent is due that the tenant has a covered reason for delayed payment; b. Provide the landlord with verifiable documentation to support the assertion of a covered reason for delayed payment; and c. Pay the portion of rent that the tenant is able to pay.	The tenant must pay rent in the amount net of their income loss and to pay back rent within 120 days after the end of our local emergency declaration. Landlords could still impose late fees.
<b>San Francisco</b>	30 days or end of local emergency, whichever comes first	Residential properties only	The tenant must provide notice to the landlord within 30 days after the date that rent was due that the tenant is unable to pay rent due to financial impacts related to COVID-19. Within one week of providing notice, the tenant shall provide the landlord documentation. If the tenant does not provide evidence of financial impacts related to COVID-19, the landlord may attempt to proceed [with eviction].	Up to six months before the landlord may recover possession due to those missed rent payments. The tenant shall pay the rent in one month if able to do so; however, if the tenant remains unable to pay rent due to the financial impacts related to COVID-19, the tenant may provide the landlord another notice and additional documentation pursuant to subsections (a) and (c) and thereby extend the payment date [in essence, tenant must resubmit documentation every month for the 6 months].
<b>San Jose</b>	6-month ordinance, the resolution must be renewed every 30 days	Residential properties only	1. Letter from employer citing COVID-19 as a reason for reduced work hours or termination; 2. Employer paycheck stubs; 3. Bank statement. (not exclusive)	None – will be addressed in a future ordinance



**Table 7****Matrix of California cities' tenant protection measures for COVID-19 affected tenants**

<b>City</b>	<b>Duration</b>	<b>Type of Tenant</b>	<b>Defining “Affected Tenants”</b>	<b>Repayment of missed rent</b>
<b>Santa Monica</b>	Duration of the local emergency	Does not specify, but appears to be only residential	The tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim.	The landlord may seek the unpaid rent after the expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delated for the reasons state in this order.
<b>State Executive Order</b>	Until May 31st	Both	<i>Documentation not specified.</i>	<i>Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.</i>

**City of Watsonville  
City Attorney**

**M E M O R A N D U M**



**DATE:** March 23, 2020  
**TO:** City Council  
**FROM:** Alan J. Smith, City Attorney  
**SUBJECT:** COVID-19 CAUSED EVICTIONS  
**AGENDA ITEM:** March 20, 2020

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**RECOMMENDATION:**

Staff recommends adopting the attached uncodified ordinance prohibiting evictions in the City of Watsonville to the extent attributable to the consequences of COVID-19 and directing that utilities not be disconnected or late fees charged for the consequences of COVID-19

**RECENT EVENTS**

On January 30, 2020, the World Health Organization declared COVID-19 a public health emergency of international concern.

On January 31, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency.

On March 4, Governor Newsom signed Executive Order N-25-20 proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19

On March 10, 2020, the Council declared a public health emergency from COVID-19.

On March 13, 2020 the County Superintendent of Schools closed all schools in the County of Santa Cruz.

On March 16. Governor Newsom signed Executive Order N-28-20 restricting residential evictions.

Also, on March 16, Santa Cruz County Health Officer Gail Newel issued a shelter in place order enforceable by the Santa Cruz County Sheriff's Office and local police chiefs. The Order directed all individuals to shelter in their place of residence unless they must obtain or perform vital services. All businesses, except essential businesses (as defined), are required to cease all activities at facilities located within the County. The order is effective on March 17, 2020 and will remain in place until April 7, 2020.

As of March 17, there are 13 confirmed COVID-19 cases in Santa Cruz County. The number of cases is expected to grow rapidly.

## DISCUSSION:

Due to directives from federal, state and local health officials, public and private events have been cancelled, schools have been closed, and residents have been advised to avoid public gatherings and work from home to prevent the spread of this disease.

Restaurant and retail business has significantly declined, and parents miss work to care for home-bound school-age children, resulting in workers being impacted by lost wages and layoffs. The loss of wages caused by the effects of COVID-19 will impact a tenant's ability to pay rent when due, leaving tenants vulnerable to eviction and homelessness.

Beginning around the second week of March, many local governments throughout the country passed resolutions, executive orders, and ordinances to protect local tenants – both residential and small businesses. On March 16<sup>th</sup>, Governor Gavin Newsom signed Executive Order N-28-20, which avoided a state-wide response to the issue, and instead allowed local governments to “impose substantive limitations on residential or commercial evictions” related to COVID-19.

This report lays out various aspects of an eviction for nonpayment moratorium to be considered by the Council and compares how other California cities have addressed these issues.

## DURATION OF MORATORIUM

Given the rapidly changing and unpredictable nature of this crisis, the proposed Ordinance simply states that it will be in effect for the duration of the local emergency. If a specific time limit is placed on it, it could place an unnecessary burden on the Council to renew it after, for example, 30 days, or repeal it if the time limit placed ends up being longer than necessary.

Table 1	
Examples of duration of eviction moratorium	
Hermosa Beach	Unclear – over 30 days
Los Angeles	Duration of the local emergency
Sacramento*	Duration of the local emergency
San Francisco	30 days or end of local emergency, whichever comes first
San Jose	6-month ordinance, but the resolution must be renewed every 30 days
Santa Monica	Duration of the local emergency
State Executive Order	Until May 31st

## AFFECTED PROPERTIES

While most cities only protect residential tenants, the proposed Ordinance protects residential and commercial tenants. The City's commitment to maintaining a vibrant local economy is not possible without supporting small business owners. Governor Newsom's March 16 Executive Order<sup>1</sup> notes that “local jurisdictions may also determine, based on their particular needs, that promoting stability amongst *commercial tenancies* is also conducive to public health[.]”

Table 2
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<sup>1</sup> Executive Order N-28-20

<b>Examples of types of tenants protected</b>	
Hermosa Beach	Commercial properties only
Los Angeles	Residential properties only
Sacramento	Residential properties only
San Francisco	Residential properties only
San Jose	Residential properties only
Santa Monica	Does not specify, but appears to be only residential
Executive Order N-28-20	Both

### **CIRCUMSTANCES/PROOF REQUIRED TO QUALIFY FOR PROTECTION**

The language in the proposed Ordinance draws from the Governor’s Executive Order N-28-20, which states that circumstances for “affected tenants” can be defined as including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and the decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (I) was caused by the COVID-19 pandemic, or by any local, state, or federal occupation thereof.

Cities range in the types of documentation that could be used to verify financial impacts. While it helps to be clear about what qualifies, it should be taken into consideration that this is a busy and confusing time for all, and it may be difficult for tenants to collect appropriate and cohesive documentation in a short amount of time. Including language that notes that the list is “not limited” helps to address these concerns. Additionally, staff could prepare outreach materials for both tenants and landlords that give more detail about the process.

<b>Table 4</b>	
<b>Examples of documentation/process required to qualify for eviction protection</b>	
Hermosa Beach	Appropriate documentation to support the claim
Los Angeles	Documentation not specified
Sacramento*	To take advantage of the protections afforded under this subsection D, a tenant must do all the following: a. Notify the landlord in writing before the day rent is due that the tenant has a covered reason for delayed payment; b. Provide the landlord with verifiable documentation to support the assertion of a covered reason for delayed payment; and c. Pay the portion of rent that the tenant is able to pay.
San Francisco	The tenant must provide notice to the landlord within 30 days after the date that rent was due that the tenant is unable to pay rent due to financial impacts related to COVID-19. Within one week of providing notice, the tenant shall provide the landlord documentation. If the tenant does not provide evidence of financial impacts related to COVID-19, the landlord may attempt to proceed [with eviction].
San Jose	1. Letter from employer citing COVID-19 as a reason for reduced work hours or termination; 2. Employer paycheck stubs; 3. Bank statement. (not exclusive)

Santa Monica	The tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim.
<i>State Executive Order</i>	<i>Documentation not specified.</i>

## REPAYING PAST-DUE RENT

This Ordinance does not deny landlords the rent they are due, it simply defers payment for a period of time so that tenants may be more financially stable and able to pay.

Tenants (both commercial and residential) will probably not be able to pay all past rent immediately upon returning to work. Depending on the length and severity of this crisis, this piece of the Ordinance may need to be amended in the future; if tenants are out of work for several months, it might take more than six months to repay their delinquent rent, and a more sophisticated repayment plan and procedure may prove necessary. For now, this piece is included in order to alert landlords and tenants that rent is expected to be paid.

Table 5	
Examples of requirements and timeline for paying past-due rent	
Hermosa Beach	N/A
Los Angeles	Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent.
Sacramento*	The tenant must pay rent in the amount net of their income loss and to pay back rent within 120 days after the end of our local emergency declaration. Landlords could still impose late fees.
San Francisco	Up to six months before the landlord may recover possession due to those missed rent payments. The tenant shall pay the rent in one month if able to do so; however, if the tenant remains unable to pay rent due to the financial impacts related to COVID-19, the tenant may provide the landlord another notice and additional documentation pursuant to subsections (a) and (c) and thereby extend the payment date [in essence, tenant must resubmit documentation every month for the 6 months].
San Jose	None – will be addressed in a future ordinance
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<i>State Executive Order</i>	<i>Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.</i>

## OTHER CONSIDERATIONS:

Some municipalities have also included provisions for water, sewer and solid waste utilities to waive late fees or prohibit utility shut offs. The precedent for this comes from other cities as well as Governor's Newsome's Executive Order. The City has already implemented proactive measures administratively to waive late fees and freeze utility shut-offs for the duration of the local emergency. However, utility customers will continue to be responsible for paying for their utility services, including any late payments that may occur during this state of emergency.

## **SUPPLEMENTAL INFORMATION AND COMMUNITY INPUT**

In the course of the public hearing at the City Council's Special Meeting on Friday, March 20, 2020, several property owners and landlords submitted written and oral communications expressing significant concerns regarding the financial implications of the proposed ordinance. Many of the individuals that submitted comments also cited concerns with making their mortgage and loan payments if their tenant(s) stopped paying rent or only paid partial rent, and concerns were raised regarding the lack of state and federal financial assistance for landlords and property owners. The input also highlighted concerns for the long-term impacts on renters and property owners, if rent was deferred for an extended period.

In addition to public input received from property owners, there were also several written and oral communications from residents and business tenants sharing examples of how the COVID-19 event is negatively affecting their financial position and requesting assistance or interim relief measures. Letters were also received requesting that mobile homes be more explicitly included in the ordinance, and the requirement for a tenant to provide verifiable documentation of a financial hardship to be removed to account for renters that may not have access to such documentation.

**All written comments received in advance of and during the public meeting, as well as correspondence received following the meeting, have been added to the agenda packet for the Council's and community's reference.**

## **EMERGENCY ORDINANCE:**

This ordinance is an urgency ordinance that will go into effect immediately and not require a second reading. The authority for this is Section 602 of the City Charter<sup>2</sup> This Ordinance requires five affirmative votes to pass.

### **Links:**

1. [Hermosa Beach](#)
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3. Oakland – voted to send a letter to Alameda County Superior Court asking the court to pause all ongoing eviction cases and reject new filings until the council's next meeting on April 7, ordinance will be brought to that meeting.
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<sup>2</sup> SECTION 602. ORDINANCES: EMERGENCY. Any ordinance declared by the Council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if passed by at least five (5) affirmative votes.



**Attachment(s):**

- 1) Table 7 – Matrix of California Cities' Tenant Protection Measures for COVID-19 affected tenants.

**Table 7****Matrix of California cities' tenant protection measures for COVID-19 affected tenants**

<b>City</b>	<b>Duration</b>	<b>Type of Tenant</b>	<b>Defining "Affected Tenants"</b>	<b>Repayment of missed rent</b>
<b>Hermosa Beach</b>	Unclear – over 30 days	Commercial properties only	Appropriate documentation to support the claim	N/A
<b>Los Angeles</b>	Duration of the local emergency	Residential properties only	Documentation not specified	Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent.
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<b>San Jose</b>	6-month ordinance, the resolution must be renewed every 30 days	Residential properties only	1. Letter from employer citing COVID-19 as a reason for reduced work hours or termination; 2. Employer paycheck stubs; 3. Bank statement. (not exclusive)	None – will be addressed in a future ordinance

**Table 7****Matrix of California cities' tenant protection measures for COVID-19 affected tenants**

<b>City</b>	<b>Duration</b>	<b>Type of Tenant</b>	<b>Defining "Affected Tenants"</b>	<b>Repayment of missed rent</b>
<b>Santa Monica</b>	Duration of the local emergency	Does not specify, but appears to be only residential	The tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim.	The landlord may seek the unpaid rent after the expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delated for the reasons state in this order.
<b>State Executive Order</b>	Until May 31st	Both	<i>Documentation not specified.</i>	<i>Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.</i>

# Memo from City Attorney

To: City Council

Re: Findings and Ordinance Amendment

Memo dated March 19, 2020

Special Meeting of March 20, 2020

[NOT ATTORNEY CLIENT PRIVILEGED]

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## Executive Summary

Two questions have been asked since the 3/20/2020 10:00 AM Special Meeting Agenda was posted. This memo is intended to answer two questions: (1) what findings, if any, are required to adopt this ordinance, and (2) may this ordinance be introduced, amended and adopted on the same night.

The short answers are that (1) only urgency findings are required but no substantive findings, and (2), yes, this ordinance may be amended and adopted the same night. Below the questions are repeated and answered with explanations.

### Question 1. Required Findings

Question 1: Are findings required to adopt the eviction ordinance and if so what kind?

Answer to Question 1. The ordinance to suspend evictions is a legislative, not adjudicative act. Its a bit like a zoning text amendment. It affects a broad class of people equally, unlike a use permit or application to approve a subdivision. The decision to suspend evictions is pure Council policy. Because it is a legislative act, no substantive findings are required for the eviction issues.

### Question 2. Ordinance Amendment on Night Introduced

The second question is whether the ordinance to suspend evictions can be amended on the night of introduction when non-emergency ordinance ordinances cannot be amended and adopted on the night of introduction. It can be amended the same night because the Charter allows it. I have highlighted the relevant Charter provisions in yellow.

Here are the relevant sections of the Charter. Read together, these sections say an urgency ordinance may be introduced, amended and adopted at the same meeting.

## Article VI: Legislation

**SECTION 601. ADOPTION OF ORDINANCES.** Each ordinance shall be introduced in writing. With the sole exception of ordinances which take effect upon adoption, referred to in this Article, no ordinance shall be adopted by the Council on the day of its introduction, nor within six (6) days thereafter, nor at any time other than a regular or adjourned regular meeting, nor until such ordinance shall have been published as required by this Charter. In the event that any ordinance is altered after its introduction, the same shall not be finally adopted except at a regular or adjourned regular meeting held not less than six (6) days after the date upon which such ordinance was so altered. The correction of typographical or clerical errors shall not constitute the making of an alteration within the meaning of the foregoing sentence.

**SECTION 602. ORDINANCES: EMERGENCY.** Any ordinance declared by the Council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if passed by at least five (5) affirmative votes.

**SECTION 607. PUBLICATION OF ORDINANCES.** The City Clerk shall cause at least the title and a summary of each proposed ordinance, with the exception of those ordinances which take effect upon adoption referred to in this Article, to be published in a newspaper of general circulation in the City at least three (3) days prior to its adoption. The City Clerk shall cause at least the title and a summary of each ordinance which takes effect upon adoption to be published at least once in the official newspaper of the City within fifteen (15) days after its adoption.

**SECTION 608. ORDINANCES: EFFECTIVE DATE.** No ordinance adopted by the Council shall become effective until thirty (30) days from and after the date of its adoption, except the following, which shall take effect upon adoption:

- (a) An ordinance calling or otherwise relating to an election;
- (b) An improvement proceeding ordinance adopted under some law or procedural ordinance;
- (c) An ordinance declaring the amount of money necessary to be raised by taxation, or fixing the rate of taxation, or levying the annual tax upon property;
- (d) An emergency ordinance adopted in the manner provided for in this Article;
- (e) An ordinance annexing areas to the City; or
- (f) An ordinance providing for a tax levy or appropriation for the usual current expenses of the City.

END OF MEMO

ORDINANCE NO. \_\_\_\_\_ (CM)

**AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF WATSONVILLE ENACTING A TEMPORARY MORATORIUM  
ON EVICTIONS DUE TO NONPAYMENT OF RESIDENTIAL AND  
COMMERCIAL RENT FOR TENANTS WHERE THE FAILURE TO PAY  
RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL  
CORONAVIRUS (COVID 19)**

**[Urgency Ordinance Requires 5 Affirmative Votes<sup>1</sup>]**

**EFFECTIVE IMMEDIATELY<sup>2</sup>**

**WHEREAS**, on March 4, 2020, the Governor proclaimed a State of Emergency in California due to the threat of Coronavirus Disease 2019 (“COVID-19”); and

**WHEREAS**, on March 10, 2020, the Council declared a public health emergency in the City of Watsonville due to COVID-19; and

**WHEREAS**, due to directives from federal, state, and local health officials, the public has been advised to avoid public gatherings and stay at home to prevent the spread of this disease; and

**WHEREAS**, the City has been impacted by the health crisis of this global pandemic. Sporting events, concerts, plays, and conferences have been cancelled. School closures have occurred and continue to be in effect. As of March 17, 2020, many employees have been restricted to their home by Santa Cruz County’s shelter in place directive. As a result, restaurant and retail business has significantly declined and many workers and businesses have been impacted by lost income, wages and layoffs. Parents must miss work to care for home-bound school-age children. As the virus spreads, workers may have to stay home for extended periods; and

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<sup>1</sup> Section 602 of Watsonville Municipal Code

<sup>2</sup> supra



**WHEREAS**, over fifty-eight percent (58%) of residential households in Watsonville are renters and many tenants have experienced sudden income loss, and further income impacts are anticipated. The loss of wages caused by the effects of COVID-19 may impact tenants' ability to pay rent when due, leaving tenants vulnerable to eviction; and

**WHEREAS**, providing tenants with a short-term protection from eviction due to the inability to pay rent will help avoid increasing the homeless population, stabilize the rental housing market by reducing displacement, and help to protect the health and well-being of the whole community during this state of emergency; and

**WHEREAS**, during this state of emergency, and in the interests of protecting the public health and preventing transmission of the coronavirus, it is essential to avoid unnecessary displacement of commercial and residential tenants. Prohibiting evictions on a temporary basis is needed until the spread of the virus can be minimized and the emergency restrictions lifted.

**THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES  
HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. ENACTMENT.**

No landlord shall endeavor to evict a tenant, commercial or residential, for nonpayment of rent if the tenant, in accordance with this Section 1, demonstrates that the inability to pay rent is due to the Coronavirus Disease 2019 (COVID-19), the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions. A tenant's loss of income must be due to any one or more of the following:

(a) tenant was sick with COVID-19 or caring for a household or family member who is sick with COVID-19;

(b) tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19 or the state of emergency;

(c) tenant's compliance with a recommendation from a government agency to stay home, self-quarantine, or avoid congregating with others during the state of emergency; or

(d) tenant's need to miss work to care for a home-bound school-age child.

(e) tenant's need to miss work to care for a family member that is deemed high risk of severe illness from COVID-19.

To qualify for the protections afforded under subdivision (d) above, a tenant must do three of the following:

(a) Notify the landlord in writing before rent is due that the tenant has a covered reason for delayed payment. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text;

(b) Provide the landlord with verifiable documentation to support the assertion of a covered reason for delayed payment. Any financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim; and

(c) Pay all that portion of rent that the tenant is able to pay.

If a tenant complies with the requirements of this Section, a landlord shall not serve a notice pursuant to California Code of Civil Procedure sections 1161 and 1162, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise endeavor to evict the tenant for nonpayment of rent.

The tenant is not relieved of liability for the unpaid rent after expiration of this moratorium. Tenants who were afforded eviction protection under this ordinance shall have up to six (6) months after the City of Watsonville proclaims the termination of the local public health emergency to pay their landlord all unpaid rent.

This Order shall be punishable as set forth in Chapter 2 of Article 1 of the Watsonville Municipal Code. In addition, this Order grants a defense if an unlawful detainer action is commenced in violation of this Order.

## **SECTION 2. PUBLICATION.**

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

## **SECTION 3. EFFECTIVE DATE.**

The City Council of the City of Watsonville hereby finds that there is a current and immediate threat to the public health, safety and/or welfare and a need for immediate preservation of the public peace, health, or safety. The directives from health officials to contain the spread of COVID-19 have resulted in loss of business, furloughs, loss of wages, and lack of work for employees. This emergency measure is warranted to protect tenants who are unable to pay rent due to wage losses caused by the effects of COVID-19.

Because of its urgency, this ordinance shall be in force and take effect immediately. It shall remain in effect until the local public health emergency declared by the Watsonville City Council on March 10, 2020 is terminated.

\*\*\*\*\*



The City Council received over 250 emails similar since Monday, March 16, 2020.

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## Moratorium on Evictions for COVID-19 Now!

1 message

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**Kiernan Colby** <[REDACTED]>  
Reply-To: [REDACTED]  
To: citycouncil@cityofwatsonville.org

Mon, Mar 16, 2020 at 7:37 PM

Watsonville City Council,

In light of this public health crisis, when it's imperative that families be stably housed, I call on you, our elected officials, to enact the following measures for as long as all residents of Santa Cruz County, regardless of immigration status, are substantially affected by COVID-19:

- 1) An Immediate Moratorium on Rent Increases and Evictions
- 2) Immediate End to Displacing Unhoused Encampments
- 3) Emergency Rental or Mortgage Assistance
- 4) Prevent Utility Shut-Offs and Halt Fees
- 5) Immediately Deploy More Public Hand Washing Stations and Port-a-Potties

Kiernan Colby

[REDACTED]  
[REDACTED], California 95060

---

**Public Comment for 7.A**

1 message

**Jenni Veitch-Olson** <[REDACTED]>

Thu, Mar 19, 2020 at 4:36 PM

To: [REDACTED]

Cc: Irwin Ortiz [REDACTED]

READ OUT LOUD AT MEETING

Public Comment for 7.A

Good morning, Mayor and Councilmembers, I'm Jenni Veitch-Olson, and I live and work in Watsonville. I would like to offer my sincerest gratitude to our city staff for their rapid response in order to keep all members of our community safe in this unprecedented time. Specifically, I commend the City Manager's Office, police department, and fire department for their outreach and education efforts to share accurate and reliable information with our community on social media. I would also like to thank you, Mayor and Councilmembers, for your acknowledgment of the severity of impact that this crisis has on our city, and for your swift action today to aid our residents and businesses. Based on the report and additional documents included in the agenda, there is widespread community support for eviction protections for residential properties, and I also support these protections for all people who reside here.

Furthermore, I ask that you enact eviction protections for commercial properties as well. We will only be able to maintain our vibrant local economy by supporting our business owners, and this new coronavirus reality presents long term, sustained challenges to their viability. Local business owners should be able to provide reasonable circumstances related to the impact of COVID-19 in order to qualify for the eviction protection. For example, the business owner can notify the landlord in writing prior to the due date that the tenant will need to delay the rent payment. Please do not make the process confusing or overly burdensome. Our business owners are also our neighbors, and are now depending on you in this time of crisis. In closing, I would like to remind everyone that most of your favorite places are accepting online and phone orders for curbside pick-up and even delivery. Your local pizza shop, brewery, skate shop, taqueria, sushi place, and coffee shop to name a few need your business now more than ever. Thank you

---

## Proposed Uncodified Ordinance

1 message

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Neva Hansen <

Thu, Mar 19, 2020 at 3:03 PM

To:

These are definitely unprecedented times for us ALL! We are ALL trying to figure out what our temporary new normal looks like and how are we going to exist. As you know COVID-19 is affecting EVERYONE not just some of us. Governor Newsom's Executive order N-28-20 seems to only address a specific segment of our society and ignores a very important segment being the property owners that are now left to carry the load for many. We too are going to be GREATLY affected by these unprecedented times. We rely on our tenants rent payments to make our loan payments on the properties the renters both residentially and commercially occupy. Why are we not part of this executive order and why do WE NOT MATTER? This executive order only addresses 50% of the emergency here. How are property owners to make loan payments to the bank? What about the credit rating we take very serious! What about the banks who have these loans? Property Owners are not evil people and the enemy as often portrayed. We are American Citizens, doing our part, paying taxes, investing in our communities. This Country was founded on individual property rights. President George Washington understood the importance of private property and its unique place in American society. This attempt to impose illegal restrictions on private citizens may bode well politically although this is not a time for politics and not in alignment with our founding fathers. Again where is the assistance for the other half of the conversation.

Thank you for your time and understanding!

Sincerely,

Neva J. Hansen, Developer  
PACIFIC COAST DEVELOPMENT  
[800 East Lake Avenue](#)  
[Watsonville, CA. 95076](#)  
Tel. 831.   
Fax.



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From: **Henry Martin** <hmartin@wlc.law>  
Date: Fri, Mar 20, 2020 at 7:06 AM  
Subject: COMMENT / Request to Consider Amendment - 7.A. Eviction Moratorium  
To: [REDACTED]

Please find attached Watsonville Law Center's support for and request for amendment to Item 7.A., the City of Watsonville Temporary Moratorium on Evictions.

Our comments, the same as Attached, are in text below.

I'm sorry if there were meetings or an earlier opportunity to comment I missed.

I understand you may not have time at this point to consider requests for amendment.

Thank you,

Henry

Henry Martin

Director

Watsonville Law Center · [315 Main Street, Suite 207, Watsonville, CA 95076](#)

Direct telephone: (831) [REDACTED]

For client services, telephone: (831) [REDACTED]



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**California Campaign for Justice!** Join the State Bar of California's Office of Legal Services, the Legal Aid Association of California, and partners statewide supporting equal access to justice! **Visit:** <http://www.caforjustice.org/>

March 20, 2020

Sent by email:

MARCH 20, 2020 10:00 A.M. CITY OF WATSONVILLE CITY COUNCIL MEETING

AGENDA ITEM 7.A. EVICTION MORATORIUM

**Re: Support for Eviction Moratorium, with Amendment**

Dear Counsel of the City of Watsonville and Honorable Mayor:

The City of Watsonville and its Departments have been leaders in ensuring equitable consideration of the impacts of public action on the most vulnerable within the City. Thank you for proposing a Moratorium on Evictions within the City of Watsonville ("Moratorium") to protect the public in response to the COVID-19 public health emergency.

We respectfully request, for the reasons stated below, deletion or significant amendment of the requirement that tenants provide "verifiable documentation" to receive the protections of the Moratorium.

We also recommend: including mobilehome park residents in the protection of the Moratorium; and, prohibiting retaliation against tenants protected by the City's Moratorium.

The Watsonville Law Center ("WLC") is a nonprofit legal aid provider with many years of experience collaborating with the City of Watsonville and the County of Santa Cruz to protect low-income and vulnerable families in the Pajaro Valley.

**As presently stated, the requirement for "verifiable documentation" will defeat the public health purpose of the Moratorium; will conflict with both public and private duties under the Order of the Health Officer of the County of Santa Cruz Directing All Individuals Living the County to Shelter at Their Place of Residence ("Order to Shelter"); and, will disproportionately negatively impact certain classes of individuals based on legally-protected characteristics including race, national origin, age, disability, and gender.**

The proposed requirement for "verifiable documentation" (Proposed Ordinance at Page (3), paragraph (b) lower page) states, in relevant part, tenants must: "Provide the landlord with verifiable documentation to support the assertion of a

covered reason for delayed payment.”

The Social Factors Putting Households at Risk are also Barriers to Producing Verifiable Documentation of Harm

A plain language reading of the “verifiable documentation” requirement is that tenants would be required to provide either financial documentation or employment-related documentation, in writing, to their landlord, and the landlord would determine the adequacy of the documentation.

A requirement of financial or employment documentation would be a barrier for the vulnerable households most likely to need the City's protection.

Seniors, Hispanics, Blacks or African-Americans, single female heads of household, Spanish-speaking households, immigration-vulnerable households, and disabled individuals are far less likely than the general population to have adequate access to banking services (a condition generally called “unbanked” and “underbanked”).<sup>[1]</sup> Many unbanked households will be unable to provide “verifiable documentation” such as bank statements or a coherent history of income.

Unbanked and economically vulnerable households will have difficulty showing that their inability to pay rent in the months of May or April was exactly and incontrovertibly due to the public health emergency.

Many of these households will have similar barriers to producing employment documentation. City of Watsonville residents with multiple jobs, unstable work histories, or who are paid in cash are likely to be unable to produce “verifiable documentation”.

Strict means-testing and a narrow application of the Moratorium will exclude the tenant families who are most likely to suffer from eviction and least likely to obtain adequate replacement housing during or immediately after the public health emergency.

WLC's expertise is exclusive to residential tenants, but it appears these same factors would also affect commercial tenancies of small business owners and family-owned businesses.

The City of Watsonville, in both Health and Economic Impact, is Best Served by a Broad Moratorium on Evictions during the Public Health Emergency.

Preventing the spread of the COVID-19 virus is our shared priority. The public is best protected by preventing the scattering of vulnerable families and preventing the increase of our population of persons suffering from homelessness in the middle of an emergency. Public resources are already dangerously overburdened.

There is no reason for the City of Watsonville to adopt the thoughtless “verifiable documentation” language of certain other cities. Some cities have left the “documentation” requirement purposely broad or have simply not included “documentation” in their ordinances and require only fair “notice” to landlords.

“Means-testing” is Inappropriate when a Broadly Applied Moratorium is Required to Protect the Public from the Spread of the COVID-19 Virus and Prevent further Burdens on Public Resources

Means-testing is a tool for benefits programs to ration or narrowly allocate relief to only the most worthy or needy. A Moratorium protects the public by broadly stopping involuntary homelessness during and immediately after a public health emergency, even if the evicted families cannot provide “verifiable documentation.”

The City gains nothing by narrowly tailoring Moratorium relief. The Moratorium loses effectiveness if it excludes our most vulnerable neighbors. As discussed below, the threat of future eviction proceedings and the extraordinary burden of eviction credit reporting and eviction judgments are sufficient to prevent “abuse” of the Moratorium by tenants. Further, as explained below, landlords are neither permanently economically harmed nor extraordinarily disadvantaged by a temporary Moratorium.

Strict means-testing for access to the Moratorium will result in the continued eviction of tenants who either cannot produce documentation or whose documentation is determined insufficient by their landlords. These individuals will be evicted, with little hope of obtaining new housing during or immediately after a public health emergency. They will become homeless, separated, crowded-in with other families, or worse.

Families attempting to avoid eviction by moving will face extraordinary challenges attempting to move in an emergency and also comply with the Order to Shelter.

Individuals changing residences must attend open houses, view rental properties, obtain public storage, rent moving trucks and enlist the help of movers or friends and family, and obtain move-out cleaning supplies, among other activities. All of this would be carried out while many businesses are closed and most individuals are under public order to shelter in place. Further, packing up your home and family to move must be done while:

- maintaining social distancing of six feet from other individuals,
- washing your hands for 20 seconds with soap and water as frequently as possible, and,
- avoiding contact with high-touch surfaces unless they are cleaned with appropriate cleansers.

Moving and complying with COVID-19 public safety protocols will not be possible for most families.

Any family, and especially vulnerable families, suffering eviction during the public health emergency will be extraordinarily harmed. Searching for housing in Santa Cruz County is a difficult and expensive task in ordinary times. During a public emergency, it is certain many evicted families will become dependent on public resources for their health and basic necessities. Some will certainly require homelessness services.

Scattering families during a public health emergency creates greater risk of contracting and spreading the COVID-19 virus for those individuals and therefore creates greater threat of contagion for the entire community.

**Whether the reason for nonpayment of rent can be verifiably documented in a public health emergency is less important than the fact of the eviction.**

The enabling authority for the enactment of local eviction moratoria, California Governor Executive Order N-28-20, states as a primary purpose:

“[B]ecause homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing stability for Californians to protect the public health.”

Legal Processes, Superior to the Eviction Process, will Remain Available to Protect Landlords in Extraordinary Danger

Landlords who fear physical harm or extraordinary economic harm from tenants have access to civil Temporary Restraining Orders, which are issued for both personal safety and extraordinary economic harm. This process is no more burdensome than the Unlawful Detainer (eviction) process and offers more immediate relief for landlords in fear for their safety or property.

**Such actions by landlords against tenants are extremely rare in Santa Cruz Superior Court.** It is highly unlikely such process will be required during the Moratorium. However, in the event any landlord is concerned they would be unfairly endangered by a Moratorium, sufficient legal process already exists to protect their safety and property.

Landlords and the Rental Housing Market Will Not Suffer Permanent Economic Harm from the Eviction Moratorium

Regarding ordinary economic damages, an eviction moratorium is not a rent amnesty. An eviction moratorium does not prevent landlords from recovering legal damages, including costs resulting from delays in rent payments. Sufficient legal remedies are already available to prevent or compensate for economic harm for individual landlords and the rental housing market collectively.

Under present law, landlords routinely seek recovery of economic damages including weeks or months of unpaid rent. The legal system already has well-established processes to allow landlords to collect any marginal temporary losses suffered during the brief term of a Moratorium.

Landlords may resume eviction proceeding against tenants should tenants not pay rent after the close of the Moratorium terms.

If a tenant is not able to pay rent during the public health emergency, the Moratorium is not creating additional costs for the landlord. A Moratorium does not cause the tenant's inability to pay rent. Nor does it create any opportunity for casual abuse.

The consequences to a tenant of failing to pay rent are severe and long-lasting. These include the consumer reporting of an eviction for seven years, a record of a judgment against them in civil court, and civil liability for damages and interest collectable through wage garnishment and bank levies. These consequences are sufficient to prevent tenants from casually "abusing" the Moratorium.

In weighing the balance of interests, we encourage you to consider the public interest the highest priority. A broadly applied Moratorium is within the power of the City and is the best tool available to achieve the goals of preserving and increasing housing stability to protect the public health, stopping involuntarily homelessness within the City during the public emergency, and ensuring the benefits of the City's Moratorium are shared equitably.

Recommendations

-

WLC respectfully submits the following recommendations regarding the text of the Moratorium:

1. The Proposed Ordinance should strike the requirement for “verifiable documentation”, leaving in place the requirement for notice and to pay what rent the tenant can afford to pay. For example:

[Proposed City of Watsonville Ordinance, page 3, paragraph b lower page]

~~(b) Provide the landlord with verifiable documentation to support the assertion of a covered reason for delayed payment. Any financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim; and~~

2. The Proposed Ordinance should expressly include mobilehome park residents, so it is not mistakenly read to exclude them. The City of San Jose has included mobilehome park residents expressly. For example (addition in capitals):

[Proposed City of Watsonville Ordinance, page 2, Section 1]

“No landlord shall endeavor to evict a tenant, commercial or residential, INCLUDING A MOBILEHOME RESIDENT OR MOBILEHOME OWNER, for nonpayment of rent if the tenant, in accordance with this Section 1...”

3. The Proposed Ordinance should protect tenants from landlord retaliation for accessing the City’s protection. WLC has assisted renters whose landlords changed locks, turned off water, blocked driveways, took personal property or removed mail “in payment,” harassed family members for payment, demanded sexual favors as “late fees”, and other actions other than eviction intended to collect money or drive tenants out of housing. WLC recommends amending to include a prohibition on any such “alternative debt collection” activities during the stay on evictions. For example (addition in capitals):

[Proposed Ordinance page 3, para. (c) bottom of page] “...a landlord shall not serve a notice pursuant to California Code of Civil Procedure sections 1161 and 1162, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise endeavor to evict the tenant OR ENGAGE IN ANY OTHER FORM OF RETALIATION OR DEBT COLLECTION for nonpayment of rent.”

If the Watsonville Law Center may provide any additional information, please do not hesitate to contact us. Thank you for considering this comment.

Respectfully Submitted,

Henry Martin

Director

Watsonville Law Center

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Regarding the Watsonville Law Center’s qualifications to comment on this issue, the Watsonville Law Center (WLC) is a nonprofit legal aid provider, qualified and partially funded by the State Bar of California Legal Service Provider Trust Fund Program. WLC has been an active partner of the City of Watsonville and this community for more than sixteen years.

WLC staff have extensive knowledge of the needs of low-income and vulnerable households in the Parajo Valley, and the needs of Spanish-speaking and immigration-vulnerable families in particular. WLC has expertise in housing "habitability", which is the area of law concerned with the quality of housing and the impact of unhealthy housing on tenant wellbeing. WLC has expertise in state and federal consumer protection law, including consumer reporting which is the area of law concerned with credit reports, landlord-tenant background checks, employment background checks, fair banking, fair debt collection, and preventing discrimination in the evaluation of individuals for housing, employment, and economic benefits. WLC has partnered closely with the City of Watsonville, County of Santa Cruz, and County of Monterey, and is familiar with public benefits programs in the region including programs assisting low-income renters with rental assistance, eviction prevention, post-eviction resources, and remediation of unhealthy living conditions. WLC also has experience advising low- and moderate-income landlords, homeowners, and first-time homebuyers whose mortgage maintenance depends on income from tenants. WLC has experience in educating first-time homebuyers and preserving low-income homeownership

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[1] Data of the United States Federal Deposit Insurance Corporation (FDIC) detailing "unbanked" status among various categories of households in California including age, race, gender, language spoken, national origin, and disability and showing significant disparities in access to mainstream banking. [https://www.economicinclusion.gov/surveys/2017household/documents/tabular-results/2017\\_banking\\_status\\_California.pdf](https://www.economicinclusion.gov/surveys/2017household/documents/tabular-results/2017_banking_status_California.pdf) (visited 3/19/2020).



**Comment- WLC on Moratorium - 3.20.2020 -pdf - .pdf**  
300K

# Covid-19 Urgency Eviction Moratorium Ordinance

March 20, 2020



# Background

- Recent Events (from City Manager presentation)
- Policy Highlights
  - Moratorium deferring evictions and payment of rent (subject to proof) during Council declared emergency to the extent caused by COVID-19.

# Legislative action | Alternatives

1. Motion to Adopt staff version
2. Motion to Amend staff version and, if approved, adopt
3. Motion fails | Not adopt
4. Motion to Table
5. Motion to continue to date certain

# Duration of Moratorium

- Table 1
  - Until Council terminates its March 10 Proclamation
  - 30 days
  - Duration of emergency
  - Until 5/31

# Affected property

- Table 2
  - Residential
  - Commercial
  - Both

# Proof of Qualification

- Table 4
  - Appropriate
  - Not stated
  - Specified or equivalent

# Rent Repayment

- Table 5
  - Six months after moratorium expires
  - 120 days
  - TBD
  - Expiration of emergency

# Other considerations

## Utilities

- Administrative
- Legislative

## Emergency Introduction

- Five votes required (Charter 602)



# New Ordinance Summary Page One

- No eviction upon demonstration of inability to pay caused by
  1. Caring for household
  2. Lay off or other income reduction
  3. Comply with quarantine order
  4. Child care
  5. Care for severely ill family member

# New Ordinance Summary Page Two

- Tenant requirements
  - Notify landlord
  - Document covered reason
  - Pay what they can despite emergency
  - Repay all within six months of termination

# Council alternatives | legislative action

1. Motion to Adopt staff version
2. Motion to Amend staff version and, if motion(s) to amend approved, adopt amended Motion
3. Motion fails | No adoption
4. Motion to Table
5. Motion to continue to date certain

# End



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**Public Comment: 7A Eviction Moratorium**

1 message

**Maria Cadenas** <[REDACTED]>

Fri, Mar 20, 2020 at 10:24 AM

To: "citycouncil@cityofwatsonville.org" &lt;citycouncil@cityofwatsonville.org&gt;

Dear City Council –

Thank you for your time and accommodations for today's meeting. I wanted to take a moment to express SCCV's support for the efforts to implement an Eviction Moratorium and provide much needed tenant protections. A moratorium will help ensure alleviate the stress in the community and ensure people are more likely to stay at home during this crisis - ensuring the health of our community.

At SCCV we did a study that showed that over 66% of households in Watsonville were facing a high rent burden and that 65% of the population were at risk of poverty due to loss of jobs. Any support will ensure people stay housed and the local businesses can best navigate these difficult times. Recently, SCCV also did a study on the role of predatory lending in the area, and we are concerned that delay of any visible relief many tenants to increase use of predatory lenders, further endangering the economic stability of the region.

In the interest of these efforts, SCCV also strongly urges that the council reconsider its "verifiable documentation" requirement as it would only limit the impact of the moratorium and delay its effectiveness. I thank you for your consideration and your time. If there are any questions, I may be reached at 831.421.1352

Sincerely,

Maria T. Cadenas  
Executive Director  
Santa Cruz Community Ventures  
[Web](#) | [Twitter](#) | [Facebook](#) | [Donate](#)

Support our work in creating compassionate local economies where all are valued, valuable, and worthy

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 **2016\_watsonville\_glance\_1.pdf**  
755K



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**Public comment**

1 message

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**Jennifer Schacher** <[REDACTED]>  
To: Citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 10:29 AM

**Dear City Council,**

Thank you City Council and Mayor Garcia for calling this important meeting during this time of crisis. Thank you to all of the PVUSD staff that are keeping our district running and feeding our community. I have spoken to our PVUSD Board President Daniel Dodge. I support him in creating a adhoc committee for communication directly to federal government. I think it is important to work in conjunction with the City of Watsonville in it's partnership with the National League of cities, And the National Schoolboard Association. PVUSD is a title 1 school receiving funds many federal funds. We need to stay in direct communication in order to serve our community.

Thank you,  
Jennifer Schacher  
PVUSD Board of Trustees

**Beatriz Flores** <beatriz.flores@cityofwatsonville.org>

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**Council meeting**

1 message

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**Iusila mayen** <[REDACTED]>  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 10:34 AM

Hi my name is Lucy I have a question I do apologize if I am not doing this properly the question is if you cannot pay the rent or you cannot pay your bills can they evict you from your house can they shut the services of the bills you cannot pay and how or what way can the city of Watsonville help us not just me but a lot of people that have this problem that does not have no income coming in the household is there going to be a place where you can go to find out about these questions



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**COVID-19 meeting**

1 message

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**Jennifer Ortiz** [REDACTED] >

Fri, Mar 20, 2020 at 10:36 AM

To: "citycouncil@cityofwatsonville.org" &lt;citycouncil@cityofwatsonville.org&gt;

To whom it may concern:

I am very concerned over the lack of precautions many people are taking in the City of Watsonville. I purchased groceries at Target last week and I was surprised to see how many families and children there was at Target. This shelter in place is not a vacation, and I think many people do not yet understand that. My own father does not believe in the harm the virus can do to us despite our diligence in trying to convince him to take precautions.

On another note, I am also concerned about the people who are still in the workforce. Many of my family members are blessed to still have their jobs because this means we still have a source of income coming in. However, they are still getting exposure to the virus by going to work every day because they are still interacting with thousands of people each day. My husband is a merchandiser at a store and he has been seeing all the chaos in our community. Not only is he exposing himself, he is also exposing our family, my 5 year old daughter with asthma. Is there anything we can do to lower, or decrease their exposure to the virus-- such as give them gloves, hand sanitizer, face masks, etc.? If not, all the people who continue to work deserve to be earning overtime or a higher pay rate for their courage in continuing to provide for our community.

One of my other concerns is the people who continue to be exposed and have no health insurance and are not covered by medi-cal. Is there anything in place for people who do not have health insurance to still be seen by a doctor at no cost?

Before ending this email, I would like to thank the City of Watsonville for the precautions they are taking. Thank you to the city for continuing to serve our community and to all the people-- law enforcement, green waste workers, store clerks, and everyone in the health field-- who continue to work to provide for the people in our community.

Warm regards,  
Jennifer Ortiz



**Beatriz Flores** <beatriz.flores@cityofwatsonville.org>

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**Council meeting**

1 message

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**Manuel Gonzalez** <[REDACTED]>  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 10:36 AM

Gracias por tomarse el tiempo de esta junta tan importante. Que está haciendo la ciudad para que la comunidad tome esto en serio? Sigo viendo muchos niños en la calle y en el parque de patineta. El propósito de que los niños no fuera a la escuela era para que se cuidaran no para que estuvieran en la calle.

Gracias ,

Manuel Gonzalez



Beatriz Flores <beatriz.flores@cityofwatsonville.org>

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## Council meeting

1 message

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**Manuel Gonzalez** [REDACTED] >  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 10:36 AM

Thank you for taking the time of this important meeting. What is the city doing to make the community take this seriously? I still see many children on the street and in the skate park. The purpose of the children not going to school was to take care of themselves, not to be on the street.

Thank you,

Manuel Gonzalez



Beatriz Flores <beatriz.flores@cityofwatsonville.org>

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## Rent eviction

1 message

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**Nelly Bxby** <[REDACTED]>  
To: Citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 10:54 AM

Can u guys hold on rent and mortgage lots of people out of work and have no savings speak on this please



Beatriz Flores <beatriz.flores@cityofwatsonville.org>

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## Los pequeños negocios

1 message

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**Noemi Navarro** [REDACTED]  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 11:09 AM

Los pequeños negocios van a tener alguna ayuda del gobierno. Tuve que cerrar mi negocio y los pagos de luz y gas, renta no me esperan.



Beatriz Flores <beatriz.flores@cityofwatsonville.org>

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## Small businesses

1 message

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**Noemi Navarro** <[REDACTED]>  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 11:09 AM

Small businesses are going to have some help from the government. I had to close my business and the electricity and gas payments, rent are not waiting for me.

**Beatriz Flores** <beatriz.flores@cityofwatsonville.org>

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## Question and comment

1 message

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**Mariza Mendoza** <[REDACTED]>  
To: "citycouncil@cityofwatsonville.org" <citycouncil@cityofwatsonville.org>

Fri, Mar 20, 2020 at 11:16 AM

Thank you for hosting this meeting, I hope you continue these meetings. I also hope that you take these questions and comments very serious. I'm concerned that the flee-market is being reopened. Tell me how you plan on ensuring people are 6 feet apart? How will you assume that there is less than 10 people?

Also, I'm concerned about the people who are not working and might be evicted.

Kind regards  
Mariza



**Beatriz Flores** <beatriz.flores@cityofwatsonville.org>

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**(no subject)**

1 message

---

**Lupe Medrano** <[REDACTED]>

Fri, Mar 20, 2020 at 11:34 AM

To: citycouncil@cityofwatsonville.org

Hello,

I have a question as a landlord who is helping the landlord make the mortgage payment on their rentals?

Sent from my iPad



Beatriz Flores <beatriz.flores@cityofwatsonville.org>

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**(no subject)**

1 message

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**Lupe Medrano** [REDACTED]  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 12:00 PM

My question is who is helping the landlord make the mortgage payment at the bank if you are not receiving rent from the rental?

Sent from my iPad





**Beatriz Flores** <beatriz.flores@cityofwatsonville.org>

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**(no subject)**

1 message

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**Lupe Medrano** [REDACTED] >

Fri, Mar 20, 2020 at 12:03 PM

To: citycouncil@cityofwatsonville.org

I have a question about housing authority if the tenant is not able to pay their portion is housing authority going to help pay the difference?

Sent from my iPad



Beatriz Flores <beatriz.flores@cityofwatsonville.org>

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## email meeting 3/20/20

1 message

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**selenavillanueva** <[REDACTED]>  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 12:41 PM

Hello,

Good morning, thank you for taking the time to read my email. I have this case, and feel I am not the only one. Would like for information on how to proceed this.

I had an event taking place on April 4th and due to virus and shelter and place, this event can not take place. Now, the people I had contact with are not willing to give me my deposit back. Who can I reach out to?

Thank you  
selenavillanueva



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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## Agenda Item 7.A.3 Public Hearing

1 message

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Accounting Department [REDACTED] >

Fri, Mar 20, 2020 at 12:08 PM

Reply-To: [REDACTED]

To: citycouncil@cityofwatsonville.org

Cc: [REDACTED]

PLEASE READ THE BELOW INTO THE MINUTES FOR THE RECORD

Madam Mayor, City Council Members and City Staff:

I hope all of you are doing well given the unprecedented events we are amidst at the moment! I hope all of you are doing well and you are keeping yourselves and your families safe.

The proposed Uncodified Urgency Ordinance appears to be attempting to assist tenants, both commercial and residential, during this Global Pandemic. I applaud the efforts of the City Council

in their efforts to protect the citizens of our beautiful City of Watsonville. I truly believe assistance via in place programs should be promoted to assist our collective citizens. I urge the local

non-profit agencies to assist with any and all potential economic hardships tenants, both commercial and residential, may be facing. Commercial tenants facing reduced retail sales and/or loss

of their workforce and residential tenants facing unemployment will further stress our economy.

I believe the City Council should address this situation from a holistic approach. Assisting residential tenants with their economic hardship should be immediately addressed. State and Local Government

Housing assistance would appear to be the most prudent way to quickly assist with the economic hardships some of our community members will be facing. Federal and State assistance with the local

Housing Authority would provide a backstop for this current dilemma. Deferring the residential rental payments will create an undue hardship for the very individuals this Uncodified Urgency Ordinance

is attempting to assist. The financial burden of up to six months of back rent will create a lasting financial obligation some will not be able to overcome. The individuals credit and future ability to rent will be

affected in both the short and long term. Commercial tenants should be encouraged to communicate directly with their respective landlords and develop a plan specific to their individual needs. I'm certain

the commercial tenants and landlords will be able to mutually agree on a specific plan to meet their individual needs.

The majority of Residential and Commercial property owners rely heavily upon the monthly rental payments to satisfy their respective financial obligations. Interrupting the rental stream has a domino effect

on our local and regional economies. Should the rental stream be interrupted to the Commercial and Residential property owners the payments to Banks, City Utilities, County Property Taxes, Insurance,

Landscapers, Maintenance, Security, PG&E and employees servicing the properties will cease. The default to the various vendors will initiate credit deterioration and contractual defaults. This component

of the conversation needs to be addressed simultaneously. The proposed Uncodified Urgency Ordinance addresses one side of the equation and does not address the equally important other half.

I strongly urge the City Council address this unprecedented event from both sides of the conversation to avoid further exacerbating this unprecedented event. Thank you for your consideration!

Sincerely,

William J. Hansen, Developer

**PACIFIC COAST DEVELOPMENT**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
ped  
[REDACTED]

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Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**we need a moratorium on commercial and residential rents as well....**1 message

---

**steve trujillo** [REDACTED]

Fri, Mar 20, 2020 at 1:52 PM

To: "citymanager@cityofwatsonville.org" <citymanager@cityofwatsonville.org>, "mayor@cityofwatsonville.org" <mayor@cityofwatsonville.org>, "citycouncil@cityofwatsonville.org" <citycouncil@cityofwatsonville.org>

THE CODIGA BROTHERS HELPED RUN JOHN, THE OWNER OF ROGERS DINER, OUT OF BUSINESS LAST YEAR.

THEY RAISED HIS RENT \$10,000 A MONTH. HIS EMPLOYEES TOLD ME. GOUGE, GOUGE , GOUGE !  
THE CODIGAS ARE IN IT FOR THEMSELVES. THEY ARE GREEDY. THEY COULD CARE LESS ABOUT THEIR BUSINESS TENANTS. SHAME ON THEM.

we need a moratorium on rents. Aurelio is CORRECT. and it should last until december of this year. for both business and residential tenants.

The Codigas are not demi gods. stop treating them as such. they are wannabe trumps.

DO THE RIGHT THING !!!

STEVE TRUJILLO, EL TERRIBLE

**Beatriz Flores** <beatriz.flores@cityofwatsonville.org>

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**City of Watsonville Landlords**

1 message

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**Rosa Lopez** <[REDACTED]>  
To: Citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 4:39 PM

Dear Counsil Members,

While we understand you are trying to help and alleviate a difficult situation for tenants by allowing them to hold off on rent payments plus utilities payment for the next 6 months. We want you to keep in mind that many of us landlords are just like the rest of the tenants living day to day. For example, in my case my rent payment goes directly to the mortgage payment therefore if tenant does not pay it means I would not be able to make mortgage payment THERE IS NO WAY I'M ABLE TO MAKE 2 MORTGAGE PAYMENTS!! . In the long run this is going to affect not only me but my tenant as well because if I eventually loose my house and my tenant is going to end up without a place to live. This is the case for many landlords in Watsonville and other people who their only source of income are their rents.

While you are doing what you believe to be best for some people you need to consider other options because you are only working into putting people more in debt.

Thank you



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**Rent**

1 message

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**Tony Messina** [REDACTED]  
To: citycouncil@cityofwatsonville.org

Fri, Mar 20, 2020 at 8:00 PM

Hello, as a retired, disabled landlord we really feel that this sort of enactment would devastate our financial position when we have saved and sacrificed our whole lives. We offer fair rent in a highly maintained condominium where maintenance costs this year were horrible. In one unit we had to replace a furnace, dishwasher and hot water heater. We also have ongoing HOA fees of \$425 per month and insurance and taxes.

If this is how people who have worked hard their whole lives are treated, I will be selling my units as soon as possible and invest elsewhere. Do not create a condition for renters much worse than it is now by hurting landlords so that they all sell out.

I also believe that this should not be a blanket coverage. Each individual should have to prove that they are not working and NOT getting unemployment benefits, don't have a savings or a retirement account that could be accessed and don't have any other assets that could be liquidated.

I believe that people should not be tossed out on the street but all the responsibility should not be put on the shoulders of the landlords. Perhaps the city government should pay the rent that the tenants are in arrears so that they won't be evicted, and the city could collect after several months of non payment. You have much deeper pockets than a old retired couple who saved and sacrificed their whole lives to be self sufficient in their old age. My wife and I only have 2 units in the Apple Hill development which we purchased with my retirement fund. This is our old age pension that you will be stealing!!! all the while the HOA fees, maintenance must be maintained, utilities paid for. Wheres the money to come from if these problems arise in our other unit???

Last year one of our units was so damaged that it took 4 months to repair. Not only did we lose the rent but over \$30,000 in materials to repair it. Insurance didn't cover it because they damaged it over time. To top it off, most of the security deposit went towards unpaid rent.

Sincerely, Tony and Cassandra Messina



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

## Emergency Ordinance teamwork

1 message

Kathy Oliver &lt;[REDACTED]&gt;

Sat, Mar 21, 2020 at 12:40 PM

To: "citymanager@cityofwatsonville.org" <citymanager@cityofwatsonville.org>, "mayor@cityofwatsonville.org" <mayor@cityofwatsonville.org>, "cityclerk@cityofwatsonville.org" <cityclerk@cityofwatsonville.org>, "aurelio.gonzalez@cityofwatsonville.org" <aurelio.gonzalez@cityofwatsonville.org>, "lowell.hurst@cityofwatsonville.org" <lowell.hurst@cityofwatsonville.org>, Ari Parker <ari.parker@cityofwatsonville.org>, "rebecca.garcia@cityofwatsonville.org" <rebecca.garcia@cityofwatsonville.org>, "francisco.estrada@cityofwatsonville.org" <francisco.estrada@cityofwatsonville.org>, "felipe.hernandez@cityofwatsonville.org" <felipe.hernandez@cityofwatsonville.org>, Trina Coffman <trina.coffman@cityofwatsonville.org>

Hello everyone,

For those who don't know me, my name is Kathy Oliver and I am a lifelong citizen of the City of Watsonville, a former tenant, a licensed REALTOR(r), a business owner of Oliver Property Management, a landlord and a property manager. I completely understand the reason for your emergency ordinance, however, the process needs more research and discussion before hastily voting on an ordinance that has many holes and potential lawsuits connected to it.

I am a firm believer of teamwork and finding a win win situation in anything, including this crisis', so I wanted to send you information to look at and perhaps find a better solution to reach a goal for both landlords and tenants.

I know there are many "bad" landlords out there, as well as tenants who would take advantage of any "free" situation, and what your current proposed ordinance would possibly create is an atmosphere of punishing the good landlords and giving certain tenants the idea that they can live rent free for six months with no consequences. Meanwhile, your mom and pop landlord would be financially harmed with this current ordinance and potentially lose their home these tenants are living in.

Would you please take the time to look at what the City of San Jose is proposing. Here is the link to their emergency ordinance:

<https://www.sanjoseca.gov/your-government/departments-offices/mayor-and-city-council/mayor-s-office/san-jos-strong/protecting-renters>

There is time, as well, to create a team (consisting of residential and commercial landlords, homeowners, business owner tenants, residential tenants, attorneys, city employees, etc) to have an ad hoc committee work on word smithing your emergency ordinance. Together, both sides can voice their concerns and there will not be a seemingly one sided emergency ordinance. I have been in property management for 37 years, experienced property management when the canneries were closing down in the 70's and experienced the aftermath of the Loma Prieta Earthquake in 1989; so, if you would like me on this ad hoc committee, I would be honored to serve.

There are a lot of factors still on the table and a six month ordinance would carelessly not take these final actions in consideration. These factors include, but are not limited to:

- EDD is allowing employees to file for unemployment or family paid leave with no grace period. What are the details of this?
- There are SBA emergency funding for small businesses who need help with their business being closed down or adversely affected by the shelter at home order. What are the details of these loans?
- The United States Government is going to "fund direct payments to American taxpayers. The sum would be doled out in two separate \$250 Billion allocations beginning of April 6 and May 18th," according to a Treasury document obtained by The Washington Post. The amount that they are currently proposing could help to cover any rents due. They are currently proposing \$1,000 for each adult and \$500 for each child of a household. What are the final details of this going to be?



- Employers will be able to pay employees direct sick pay and family leave with out any money out of their pocket, according the the President's address today. What are the details of this offer?
- And there are others that I am unable to think of at this moment.

So, you see, there is no reason to create a long term emergency ordinance until we have more answers and can then properly create something that will be short term and a benefit for all good. Please either table your emergency ordinance for a week, or remove it completely, to allow time to get more details and make a well informed proper decision.

I appreciate your attention and thank you for your time in reading my email. I trust you will all think strongly about what is right for all your taxpayers. Thank you for your dedication to our community and for your consideration.

With respect,

***Kathy Oliver***

***CalDRE Lic#01116175***

***Broker/Owner - Oliver Property Management***





Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**Public Comment - Residential Rental Eviction**

1 message

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**Joe Hutchins** [REDACTED] >  
Reply-To: Joe Hutchins [REDACTED] >  
To: citycouncil@cityofwatsonville.org

Sat, Mar 21, 2020 at 3:24 PM

Read Out Loud at Meeting

Food and housing are essential to everyone and as a community/country we should make sure that all that are affected by financial hardships related to COVID-19 should be assisted. Some residential tenants will specifically need rental assistance. But the help should come from governmental agencies not from the backs of small business owners that may own a triplex, 4-plex or small apartment complex. Apartment owners are small businesses just like the corner grocery store, the laundromat, a plumber or roofer. We have expenses such as mortgages, property taxes, utilities and maintenance that must continue to be paid. No one is asking the grocer, laundromat or plumber to defer payment for goods or services. Tenants' hardships may last for months. If two out of three or two out of four of my tenants stop paying rent then I'm going out of business and there will be fewer rentals available. If tenants need food assistance they apply and receive assistance. If a tenant needs housing assistance they should be able to apply and receive that assistance as well. "We are all in this together" and the assistance should come from "all of us." As a community we should be making sure that apartment owners are able to stay in business and provide the housing that our community needs.

Virus-free. [www.avast.com](http://www.avast.com)



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**City of Watsonville City Council Meeting 3-23-2020 2:00 p.m.**

1 message

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**PACIFIC COAST DEVELOPMENT** <[REDACTED]>

Sun, Mar 22, 2020 at 2:43 PM

Reply-To: [REDACTED]

To: citycouncil@cityofwatsonville.org

Cc: [REDACTED]

**PLEASE READ ALOUD INTO THE MINUTES FOR THE RECORD OF THE COW COUNCIL  
MEETING March 23, 2020 2:00 p.m.**

I hope all of you are doing well given the crazy unprecedented events we are amidst at the moment! Hopefully each of you were able to find some peace over the weekend. Please keep your families and yourselves safe during this time and remember we will get through this together. Keeping "togetherness" in mind will help with all of the important decisions each of you have upon you at the moment.

Immediate assistance is required for tenants, both commercial and residential, during this Global Pandemic. The majority of landlords understand this and are already discussing workout arrangements with their respective tenants. I applaud the efforts the various Federal, State and Local Governments are planning although we need action. We need to attack this from a holistic approach considering all parts of the equation. Assistance for residential and commercial tenants with their economic hardships should be immediate. State and Local Government Housing Programs as well as the Small Business Administration would appear to be the most prudent way to quickly assist with these economic hardships. Suspending rental payments to the property owners only contributes to the economic shutdown. We have all heard about boots on the street although now we need to have dollars on the street. When a natural disaster hits we respond with FEMA and Insurance Adjusters with blank checks. Federal and State assistance with the local Housing Authority and the Small Business Administration would appear to provide a backstop for this current situation. We need to have financial assistance to the individuals suffering from layoffs and reduction in their hours as well as the loss of income to the small businesses.

The majority of Residential and Commercial property owners rely solely upon the monthly rental payments to satisfy their respective financial obligations. Interrupting the rental stream has a domino effect on our local and regional economies. Should the rental stream be interrupted the respective Commercial and Residential property owner's payments to Banks, City Utilities, County Property Taxes, Insurance, Landscapers, Maintenance, Security, PG&E and employees servicing the properties will cease. The default to the various vendors will initiate credit deterioration and contractual defaults. This component of the conversation needs to be addressed. The below is copied directly from the County of Santa Cruz Treasurers-Tax Collector's website.

# April Property Tax and COVID-19 Frequently Asked Questions

We understand and share the public's anxiety and concern about the impacts of the 2020 COVID-19 pandemic. While we cannot change the April 10 deadline for the Second Installment of Property Taxes because the deadline is set by State Code, we can waive penalties, costs or other charges resulting from tax delinquency due to reasonable cause and circumstances related to this crisis.

**Remember that critical county services needed during this time are dependent on those scheduled revenues. We appreciate your cooperation in remitting your tax payments on time.**

Does the County feel their appeal to the property owners has a different tone? I believe the vast majority of property owner's, based on proposed legislation to suspend rental income, find their plea insulting. We all need to work together to find a solution addressing both sides of the conversation. The proposed action by City Council of the City of Watsonville only addresses 50% of the equation. This is not a political issue. The City Council must be prepared to look at the entire issue and not just half of the issue with blatant disregard for the other half. Politically it may sound good to propose an ordinance to "help" some of our community although the other portion of our community would be greatly harmed.

Retailers can easily show reduction in their sales. Employees of legitimate businesses will easily show reduced and/or nonexistent earnings. Employees of under the table payroll would be able to ask their employers for a letter documenting their hardship. If the COW, by their proposed action, supports

"no documentation" they are in part guilty of criminal facilitation. Does the COW want to involve themselves in this potential illegal activity? Cities throughout the State of California establishing this type of ordinance all require documentation i.e. "proof" of loss or reduction of income. DO NOT think this is an immigration issue. The proposed "No Documents Required" Uncodified Urgency Ordinance will create a marketing campaign for both retailers and individuals. Many will consider this an opportunity to "quit" paying their rent without any repercussions. This hurried decision could further exacerbate an already fragile economy. In hindsight I believe reasonable minded people will view this as careless and obviously one sided. Taking of property, as contemplated by the proposed ordinance, is in direct conflict of the 14th Amendment providing for "EQUAL PROTECTION UNDER THE LAW". Let's take our time and work in a collaborative manner to develop a solution for ALL. I welcome the opportunity to work with City staff, City Council, Tenants, Retailers, Property Owners and Community members to develop a strategy to deal with this issue. Thank you for your time, consideration, understanding and willingness to listen to another's perspective!

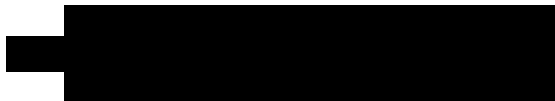
Sincerely,

William J. Hansen, Developer

**PACIFIC COAST DEVELOPMENT**

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**2 attachments**

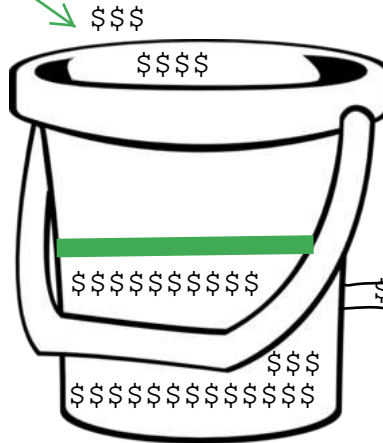
**William Hansen.vcf**  
2K



**Sustainable Economic System.pdf**  
278K

## Sustainable Economic System

Rental Payments aka Dollars In



COW Utilities  
Utilities  
Maintenance  
Insurance  
Mortgage Obligations  
Employees  
Property Taxes  
Misc. Operating Exp.  
aka DOLLARS OUT

April Property Tax and COVID-19 Frequently Asked Questions  
We understand and share the public's anxiety and concern about the impacts of the 2020 COVID-19 pandemic. While we cannot change the April 10 deadline for the Second Installment of Property Taxes because the deadline is set by State Code, we can waive penalties, costs or other charges resulting from tax delinquency due to reasonable cause and circumstances related to this crisis.

<http://www.co.santa-cruz.ca.us/Departments/TaxCollector/AprilFAQs.aspx>

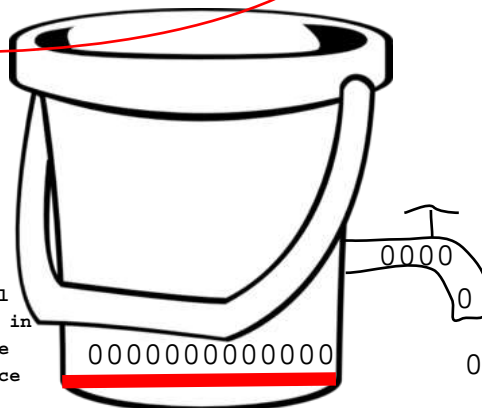
Remember that critical county services needed during this time are dependent on those scheduled revenues. We appreciate your cooperation in remitting your tax payments on time.

\*Statements copied directly from the County of Santa Cruz County Treasurer-Tax Collector website. As per above link.

## Unsustainable Economic System

~~Rental Payments aka Dollars In~~

~~\$0~~



~~COW Utilities  
Utilities  
Maintenance  
Insurance  
Mortgage Obligations  
Employees  
Property Taxes  
Misc. Operating Exp.  
aka DOLLARS OUT~~

Why no \$\$ in? No documentation of loss of retail sales or payroll reduction. Why? Retailers can easily show reduction in their sales. Employees of legitimate businesses will easily show reduced and/or nonexistent earnings. Employees of under the table payroll would be able to ask their employers for a letter documenting their hardship. If the COW, by their proposed action, supports "no documentation" they are in part guilty of criminal facilitation. Does the COW want to involve themselves in this potential illegal activity? City's throughout the State of California establishing this type of ordinance all require documentation i.e. "proof" of loss or reduction of income. DO NOT think this is an immigration issue.

The proposed "No Documents Required" Uncodified Urgency Ordinance will create a marketing campaign for both retailers and individuals. Many will consider this an opportunity to "quit" paying their rent without any repercussions. This hurried decision could further exacerbate an already fragile economy. In hindsight I believe reasonable minded people will view this as careless and obviously one sided. Taking of property, as contemplated by the proposed ordinance, is in direct conflict of the 14th Amendment providing for EQUAL PROTECTION UNDER THE LAW". Let's take our time and work in a collaborative manner to develop a solution for ALL.



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**FW: March 24, 2020 City Council Meeting, Item 15**

1 message

Sun, Mar 22, 2020 at 3:23 PM

To: citycouncil@cityofsantacruz.com, citycouncil@cityofwatsonville.org, cityclerk@cityofwatsonville.org

Dear Honorable Mayor and City Council,

No owner wants to evict a good tenant that is not causing trouble but has fallen on rough times, especially when everyone is now falling on rough times. The crisis clearly calls on everyone to work together. A landlord versus tenant ordinance that makes rental property owners the exclusive source of rent-relief is exactly the wrong message. I think a better approach is a sixty (60) day stay on evictions for any cause, excepting causes that are criminal and threaten the life and safety of other surrounding residents. A stay on evictions will keep folks in place while both owners and renters try to get a handle on what is going on and what to do going forward. I also think each County should create a body of arbitrators available to owners and renters that are in disagreement about payment. There could be a sliding-scale fee schedule, by which the parties pay in accordance with their current income.

If you must stay the course, please consider the changes below.

**Drop the inclusion of commercial properties.**

The proposed rent and eviction moratorium interferes in commercial contracts between parties of potentially equal standing. Commercial real estate law is exceptional as compared to residential real estate law. Commercial law has its own widely held principles. One of these is that the parties in a commercial contract are considered to be of equal standing. The parties have outlined their mutual covenants and considerations and have come to mutually-agreeable terms. Unlike people seeking a place to live, commercial businesses do not feel captive. They can choose from a variety of alternatives. Commercial businesses will walk and/or seek legal remedies if they feel hard done by. Legal and financial equality is often a characteristic of commercial rental relationships. A city seeking to cut off the rent from only one side of the relationship, the property owner, is significantly unequal and unjust.

**Make sure ambiguity is minimized and the terms and conditions for residential rent relief are clearly specified, equitable, and just.**

The Ordinance must state it only applies to rent and eviction due to non-payment of rent. Clarify that the Ordinance is for a rent deferral and not a rent cancellation. Specify deadlines and timelines.

New law that is poorly worded and highly ambiguous will lead to expensive and time-consuming legal challenges. Make sure the Ordinance has a clear beginning and end date. Terms like "significant" need to be defined otherwise who knows whether the meaning is significant to the City, the rental property owner, the tenant, or all the parties?

Do not sweep under the carpet the fact that a large percentage of commercial businesses have far greater cash flow and resources than the rental property owner. Is there a way to allow for that as a consideration? For example, a millionaire can stop paying rent by simply showing that they had a "significant loss of income" due to COVID. To them, a significant loss is \$10,000. They can now take a rent holiday and pay no rent to a retired veteran that depends almost entirely on the rental income. I think the Ordinance should only apply where the verified monthly income of the tenant is now equal to or less than fifty percent (50%) of the monthly rent.

Businesses cannot survive when ambiguity is dominant. The City does not do its revenue collections without detailed payment schedules and terms. It is not fair to expect rental property owners to risk zero

rent for basically any drop in a renter's income and have only the vaguest of language regarding time lines for repayment, late fees, and interest.

There should be a time frame for the tenant to pay back the deferred rent and a provision for at least a late fee of \$50 per month, if not a fair interest rate, if repayment does not commence within ninety (90) days of the end of shelter-in-place orders. This is especially critical for commercial property. Commercial businesses have access to a large variety of resources that are not available to the property owner, for example, bridge loans, revolving credit, investor pools, alternative selling arrangements to increase income, such as online sales, etc.

**Avoid language that implies tenants can cause damage and chaos without fear of eviction.**

Many owners have experience with commercial and residential tenants that were or are engaging in criminal activity and/or posing a serious threat to the peace and well being of their neighbors, including psychological and physical violence. These parties are often difficult to evict. They often have no qualms about subtly and even overtly threatening others to remain silent. They have no qualms about taking advantage of a government and advocacy that assumes all landlords are criminal and all tenants are angels.

**Beware language that divides and angers.**

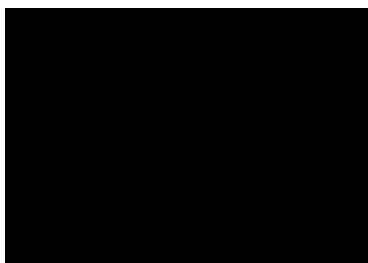
Many advocates for the end of something, such as rent, evictions, private property, landlords, etc., see this as an opportunity to create conflict and take advantage of government distraction and disequilibrium. So do advocates for complete commercial freedom from government. Avoid language that builds stable platforms from which these factions can set to work to advance their agenda at the expense of some other group. Any persons using shock doctrine to take advantage should be relieved of their ability to do so, and that especially means people in positions of power endowed with the public's trust and police or military powers.

In closing, the **government should be looking at all avenues of relief and assistance for all people** based on actual need and not on whether the person or business is a renter or a landlord. Consider that within your own City a large multi-national corporation might now have the opportunity to pay no rent to a mom and pop property owner for no other reason than a loss of some income.

Thank you for reading,

Mike

Michael Cox







Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**Eviction moratorium**1 message

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**Anita** [REDACTED] >

Sun, Mar 22, 2020 at 4:25 PM

Reply-To: Anita &lt;[REDACTED]&gt;

To: citycouncil@cityofwatsonville.org

I am a single woman 67 years old. I am a renter living on Tuttle Ave. I have no savings. No family. My only source of income is a small shop that has been closed due to Covid-19 shut downs. I will be homeless if the City Council does not enact a moratorium on evictions immediately.

Please do not be the cause of myself and so many others become helpless and homeless on your streets. Please pass a moratorium on evictions! We need some hope and stability!

Thank you,  
Anita Gabriele  
[REDACTED]



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**Public Comment "Read Out Loud at Meeting"**

1 message

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**j.sigismondi@me.com** <[REDACTED]>

Sun, Mar 22, 2020 at 6:05 PM

To: citycouncil@cityofwatsonville.org

Cc: trina.coffman@cityofwatsonville.org, rebecca.garcia@cityofwatsonville.org, felipe.hernandez@cityofwatsonville.org, aurelio.gonzalez@cityofwatsonville.org, lowell.hurst@cityofwatsonville.org, francisco.estrada@cityofwatsonville.org, citycouncil@cityofwatsonville.org, cityclerk@cityofwatsonville.org

“Read Out Loud at Meeting”

Dear Council Members,

I have been reading ordinance 20-318, which aims to protect residential and commercial tenants from eviction stemming from financial hardships caused by Covid 19.

As an employee of Berman Enterprises & Statewide Properties, I am opposed to allowing **commercial renters** an opportunity to avoid rent payments for six months. It is possible that this situation could cause a domino-effect with dire results to **commercial landlords** who may be unable to keep their properties safe and in good repair. Furthermore, **employees** and property managers of **commercial landlords** could face lay-offs and termination, thereby compounding the problem and causing more hardship in this uncertain time.

Sincerely,

John Sigismondi

Watsonville California



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**City Council Meeting 3.23.20**

1 message

**Raeid Farhat** <[REDACTED]>

Sun, Mar 22, 2020 at 6:59 PM

To: citycouncil@cityofwatsonville.org

Please Read aloud and include in the minutes please.

Good Afternoon, Mayor and Council Members

I want to begin by thanking our Police and Fire Department, our nurses, Dr.'s, as well as those in the medical field. Also, all our teachers that will need to adapt/and learn a new way of teaching our children. They are ALL Heroes!

I also want to thank City staff and All Council-members for working diligently for our community and for being a voice for our most vulnerable community members.

I agree that assistance is needed for our Commercial and residential tenants during these challenging times. I have spoken with many landlords in Watsonville, and have been hearing the same thing over and over. How can we help? Is the question that I keep hearing? We as landlords need to step up, and we will step up to help our tenants.

However, as written, the proposed ordinance only looks at the issue from one perspective (the tenants). It fails to take into consideration the landlords' perspective. If we can NOT collect our rent, we can NOT pay our mortgages, taxes, insurance; we won't be able to pay our employees to maintain our properties, which would mean our neighborhoods would deteriorate. Is that the image we want for Watsonville, when we have been working so hard to clean it up?

Below is the text from Santa Cruz County Tax Collector:

"We understand and share the public's anxiety and concern about the impacts of the 2020 COVID-19 pandemic. While we cannot change the April 10 deadline for the Second Installment of Property Taxes because State Code sets the deadline, we can waive penalties, costs, or other charges resulting from tax delinquency due to reasonable cause and circumstances related to this crisis".

Taxes will not be waived or deferred.

I am sure the city of Watsonville needs ALL residents to continue to pay utility bills. Is the city planning on allowing all tenants NOT to pay these?

Insurance premiums will not be waived or deferred.

Are we supposed to lay off our contractors, handymen, electricians, plumbers, landscapers, painters, office staff, and everyone who works with us to help us keep our buildings safe and clean?

When we need to obtain financing for our properties, the banks require us to prove our income. I am appalled that some would think everyone should be able to get relief without needing to show proof that they were affected by COV-19. How does that make sense? This idea would cause harm on multiple levels. Would those who are not affected stop going to work since they know if they don't go to work, they won't have to pay rent? Would this affect those industries that are "essential" and need their employees to show up to work? Would people stop working!

I URGE you to think long and hard before making a decision that can be catastrophic. Ask yourselves, are we all looking at this from every angle?

Instead of making a rash decision today, I encourage you to slow down and think this through. I understand the urgency, but I also feel this is important enough to be thought out from all aspects.

I believe an Adhoc committee consisting of landlords, tenants, City Staff, Council-members, non-profits is needed. That way, it brings all stakeholders to the table, so that we can work together to come up with the best solution for all.

Regards

Raeid Farhat  
Watsonville Rental Company Inc.



Beatriz Flores <beatriz.flores@cityofwatsonville.org>

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## Public Comment

1 message

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**Carol Kuzdenyi** [REDACTED]

Mon, Mar 23, 2020 at 12:26 AM

To: citycouncil@cityofwatsonville.org

Read Out Loud at Meeting

Item 7.A.:

ADOPTION OF UNCODIFIED URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RESIDENTIAL AND COMMERCIAL RENT FOR TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)

Please adopt this ordinance. The way to make people — and their families — sick, and keep them sick, is to make them homeless.

Sincerely,  
Carol Kuzdenyi  
8 [REDACTED]



Beatriz Flores &lt;beatriz.flores@cityofwatsonville.org&gt;

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**executive order N-28-20**

1 message

**Mark Schwenne**

Mon, Mar 23, 2020 at 7:58 AM

To: citycouncil@cityofwatsonville.org, cityclerk@cityofwatsonville.org

Dear Mayor and Watsonville City Council,

**Please do NOT adopt any form of rent deferral.**

I was born, raised and graduated from Watsonville high. My family has provided jobs for our community and more recently along with my grown children have purchased, renovated and now rent some homes in Watsonville.

N-28-20 or any form you may desire to pass, besides not being constitutional, will cause grave damage to our local Real Estate market and economy for years to come for the following reasons:

1. Property owners have loans, property taxes, insurance, ongoing repairs and maintenance, management fees, along with many additional monthly expenses.
2. Property owners have just recovered from the 2009-16 recession and this could be the straw that breaks the real estate market for years.
3. A loss of revenue will lead to many bankruptcies that will take over a decade to recover.
4. Many renters can not or will not save and pay back the property owners.
5. Many renters do not need immediate help, but only need to know we will work with them if things get worse.
6. Foreclosures will cost the city precious tax revenue in the near and far future.
7. Future home, apartment and commercial construction will suffer greatly as investors like myself will be reluctant to take on additional risk of a city changing the rules (unconstitutional and without out congressional votes or court orders) for real estate investment.
8. Passing any decisions to defer rent may cost the city of Watsonville millions in legal fees

**Suggestions:**

1. Publicly request and allow us to continue working with our renters on an individual basis (our renters appreciate we are already working with them) Don't make us adversaries.
2. Allow landlords to deduct, defer or eliminate their Real Estate local property and related taxes in proportion to rent not being paid.
3. Have the city, county or state reimburse us for lost rent where renters can not or will not pay later.
4. Let people go back to work after one more week. Let us quarantine the sick and those we have evidence and can proven to be sick. Encourage us who are not sure to self quarantine until proof of our health can be obtained.

Our family and many others like us are a part of the 80% of small businesses that support our cities, counties, state and country. We faithfully serve our family, our community, pay our taxes and follow the laws. We are honest citizens who provide high quality rental houses in Watsonville city and Santa Cruz county at under-market-rates. We have been in retail all our lives and more recently have invested in Real Estate, which we hoped would provide for our retirement and for future generations. Your decision and that of our local governments will cause many investors to make difficult decisions whether to hold onto or sell our investments, businesses and move any remaining money or ourselves to more business friendly states. My family loves our county and state (born and raised in Watsonville) and would love to stay, but we need your help.

Sincerely,

Mark Schwenne