



## STAFF REPORT

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**MEETING DATE:** July 26, 2023

**PRESENTER:** Michael Barajas, Public Works Director

**SUBJECT:** First Amendment to Street Sweeping Contract Services Agreement with Sweeping Corp of America of CA, LLC (MB)

**RECOMMENDATION:** Council by motion adopt resolution approving first amendment to street sweeping contract services agreement with Sweeping Corp of America of CA, LLC.

**EXECUTIVE SUMMARY:**

On July 18, 2018, the City entered into a five-year Street Sweeping Contract Services Agreement with Central Valley Sweeping LLC to provide citywide street sweeping services. Central Valley Sweeping LLC now operates as Sweeping Corp of America.

Under the Agreement, the contractor has provided scheduled, on-call, special and emergency street sweeping services on the City's arterial, collector, residential roads and special areas as well as the sweeping of State Route 145 and State Route 180.

The Agreement is scheduled to expire on July 31, 2023, by operation of its own terms, the agreement may be extended for an additional (2) two-year period on the same term and conditions upon written notice given by the City.

City staff has been in communication with SCA regarding the current agreement expiring on July 31, 2023. SCA has expressed they value the current working relationship with the City and would like to extend the current agreement for (2) two-year period.

**FISCAL IMPACT:**

The cost of extending the service for citywide street sweeping services are provided for in the street maintenance account Contract Services – Street Sweeping with \$130,000 to address rate increase to the current contract rates.

**ATTACHMENTS:**

- A. Resolution w/Exhibit
- B. Current Agreement

Attachment 'A'

**RESOLUTION NO. 23-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING FIRST AMENDMENT TO THE STREET SWEEPING CONTRACT SERVICES AGREEMENT WITH SWEEPING CORP OF AMERICA OF CA, LLC**

WHEREAS, the City of Kerman desires to contract for street sweeping services; and

WHEREAS, on July 18, 2018, the City of Kerman (City) entered into an agreement with Central Valley Sweeping (Contractor) for street sweeping services; and

WHEREAS, the existing agreement expires on July 31, 2023, yet, funds were allocated in the FY23/24 City budget to continue the services provided by the Contractor; and

WHEREAS, City and Contractor desire to extend the Agreement with amendments through July 31, 2025.

NOW THEREFORE, the Kerman City Council resolves as follows:

- SECTION 1. The foregoing recitals are true and correct and incorporated by reference.
- SECTION 2. The Council approves the First Amendment to the Agreement with Sweeping Corp of America of CA, LLC attached hereto as Exhibit 'A'.
- SECTION 3. The City Manager or his designee is authorized to execute the First Amendment.
- SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 12<sup>th</sup> day of July 2023, and passed at said meeting by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

The foregoing resolution is hereby approved.

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Maria Pacheco  
Mayor

ATTEST:

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Marci Reyes  
City Clerk

Exhibit 'A'

**CITY OF KERMAN AMENDMENT NO. 1  
TO THE STREET SWEEPING CONTRACT SERVICES AGREEMENT WITH  
SWEEPING CORP OF AMERICA OF CA, LLC.**

This Amendment No. 1 to Agreement between City of Kerman and Sweeping Corp of America of CA, LLC. (Formerly known as Central Valley Sweeping) is entered between the City of Kerman, a Municipal Corporation, ("City") and Sweeping Corp of America of CA, LLC. (SCA).

**RECITALS**

WHEREAS, the City of Kerman desires to contract for street sweeping services; and

WHEREAS, on July 18, 2018, the City of Kerman (City) entered into an agreement with Central Valley Sweeping (Contractor) for street sweeping services Resolution 18-46; and

WHEREAS, the current agreement will end as of July 31, 2023; and

WHEREAS, the City and SCA desire to extend the agreement effective August 1, 2023 with amendments through July 31, 2025; and

WHEREAS, SCA has provided a proposal outlining the scope of services and the costs and conditions for such services; and

NOW, THEREFORE, the City Council of the City of Kerman resolves and the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. Section 4 of the Agreement is amended to extend the agreement for two (2) years and will commence on August 1, 2023 and end on July 31, 2025.
3. Section 1 of the Agreement regarding scope of services is amended as follows:

The City has requested Contractor to eliminate the City Parking Lot sweeping from the service agreement. These are identified as; City Hall Parking Lot, Kerckhoff Parking Lot, Parking Lot behind Valley West Properties, Rotary Park. The City of Kerman will receive a credit of \$1,500 per year by eliminating these lots.

Contractor will continue to perform once-a-week sweeping service of the Industrial Way Cul-da-Sac.

\*Note: SCA of CA requests the option to change/adjust the service schedule in the future. Possible reasons for this include: changes to the waste collection schedule, addition of new streets and/or sub-divisions, etc. This would still be based on the City of Kerman and SCA of Ca being in mutual agreement on these possible changes.

4. Section 2 of the Agreement regarding compensation is amended to read as follows:

Section 2A. Regular Services. City agrees to pay Contractor for services rendered according to the rate of \$9,240.00 per month for the fiscal year 2023-2024 and will pay an adjusted rate each year based upon the United States Department of Labor – Bureau of Labor Statistics – CPI databases. Average Price Data will be used for any such rate increase.

NEW Sub-divisions Additions (Optional).

1. New medians and curb lines @ Siskiyou Ave. & Whitesbridge Rd. total 1.80 curb miles.
2. New Sub-division @ Siskiyou Ave. & Whitesbridge Rd. total 3.5 curb miles.
3. New Sub-division @ 16th & Stanislaus total 2.82 curb miles.

Total Curb Miles to add would be 8.12. The current rate for curb miles is \$68 per curb mile. Total per week cost is \$552.16 x 52 sweeps per year for a total of \$28,712.32 per year. \$28,712.32 divided by 12 months is \$2,392.69 per month.

5. All other terms and conditions in the agreement, as amended, shall remain in full force and effect.

**City of Kerman**

**Sweeping Corp of America of Ca, LLC**

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John Jansons, City Manager  
City of Kerman  
Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Spencer, CEO  
SCA  
Date: \_\_\_\_\_

**ATTEST:**

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Marci Reyes, City Clerk  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hilda Cantu Montoy, City Attorney  
Date: \_\_\_\_\_