

**ALL ITEMS FOR CONSIDERATION BY THE CITY COUNCIL AND GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION ARE AVAILABLE FOR PUBLIC VIEWING IN THE OFFICE OF THE CITY CLERK/SECRETARY AND THE CENTRAL LIBRARY**

**Agendas and other writings that will be distributed to the Councilmembers/ Board Members in connection with a matter subject to discussion or consideration at this meeting and that are not exempt from disclosure under the Public Records Act, Government Code Sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, are available for inspection following the posting of this agenda in the City Clerk/Secretary's Office, at Commerce City Hall, 2535 Commerce Way, Commerce, California, and the Central Library, 5655 Jillson Street, Commerce, California, or at the time of the meeting at the location indicated below.**

**AGENDA FOR THE  
CONCURRENT REGULAR MEETINGS OF  
THE CITY COUNCIL OF THE CITY OF COMMERCE AND  
THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO  
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION  
(HEREINAFTER "SUCCESSOR AGENCY")**

**COUNCIL CHAMBERS  
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

**TUESDAY, JANUARY 21, 2014 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Aguilar

**PLEDGE OF ALLEGIANCE**

Vilko Domic,  
Director of Finance

**INVOCATION**

Councilmember/Board Member Baca Del Rio

**ROLL CALL**

Deputy City Clerk Alexander

**APPEARANCES AND PRESENTATIONS**

**PUBLIC COMMENT**

**Citizens wishing to address the City Council and Successor Agency on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.**

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

1/21/2014 – 6:30 p.m.

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To increase the effectiveness of the Public Comment Period, the following rules shall be followed:

No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.

## CITY COUNCIL/SUCCESSOR AGENCY REPORTS

### CONSENT CALENDAR

Items under the Consent Calendar are considered to be routine and may be enacted by one motion. Each item has backup information included with the agenda, and should any Councilmember or Board Member desire to consider any item separately he/she should so indicate to the Mayor/Chairperson. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

#### 1 Approval of Minutes

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Special Meeting of Tuesday, January 7, 2013, held at 3:30 p.m.; Concurrent Regular Meetings of Tuesday, January 7, 2013, held at 6:30 p.m.

#### 2. Approval of Warrant Register Nos. 12A and 12B

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 12A, dated January 21, 2014, and 12B for the period January 8 – January 16, 2014.

#### 3. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement with Elie Farah, Inc., for the Engineering, Design and Construction Management Services for the City of Commerce Bus Shelter Project

Phases I, II and III of the City's bus shelter project have been completed with a combined cost of approximately \$396,291. The Final Phase IV of this project is needed to further meet current ADA requirements; and improve the appearance and public safety at City authorized bus stops.

The **City Council** will consider for approval and adoption a proposed Resolution approving an Agreement with Elie Farah, Inc., for the Engineering, Design and Construction Management Services for the City of Commerce Bus Shelter Project.

#### 4. A Resolution of the City Council of the City of Commerce, California, Approving Contracts for the Home Preservation Grant Program [Project No. 601074-13 Community Development Block Grant (CDBG) Program]

The **City Council** will consider for approval and adoption a proposed Resolution approving Housing Preservation Program Contracts for the Home Preservation Grant Program [Project No. 601074-13 Community Development Block Grant (CDBG) Program].

#### 5. A Resolution of the City Council of the City of Commerce, California Reviewing and Adopting the Policy for the Investments of the City of Commerce Funds

The City of Commerce Investment Policy is reviewed annually by the City Council. The policy is continually reviewed by the Finance Department for

**CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA**

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updating to meet State laws and local suitability. Necessary changes to the policy are presented to the City Council for approval.

The **City Council** will consider for approval and adoption a proposed Resolution reviewing and adopting the Policy for the investments of the City of Commerce Funds.

6. A Resolution of the City Council of the City of Commerce, California, Approving a New Municipal Law Enforcement Agreement with the County of Los Angeles for Sheriff's Department Law Enforcement Services

The **City Council** will consider for approval and adoption a proposed Resolution approving a new Municipal Law Enforcement agreement with the County of Los Angeles for Sheriff's Department Law Enforcement Services.

7. A Resolution of the City Council of the City of Commerce, California, Approving the "Report of the City Council of the City of Commerce of Measures Taken to Alleviate the Conditions Previously Identified and Leading to the Adoption of a Moratorium on the Establishment, Use and Operation of Pawnbroker, Second Hand Dealer, and Money Broker Businesses Within the City of Commerce Pursuant to Government Code Section 65858"

The **City Council** will consider for approval and adoption a proposed Resolution approving the "Report of the City Council of the City of Commerce of measures taken to alleviate the conditions previously identified and leading to the adoption of a moratorium on the establishment, use and operation of pawnbroker, second hand dealer, and money broker businesses within the City of Commerce pursuant to Government Code Section 65858".

8. A Resolution of the City of Council of the City of Commerce, California, Accepting the Work Performed by E.C. Construction Company of El Monte, California, Under the City of Commerce Standard Contract for Cash Contract No. 1113 – State Funded Project No. SR2SL-5362(013) Safe Route to School Improvements in the City of Commerce

The **City Council** will consider for approval and adoption a proposed Resolution accepting the work performed by E.C. Construction Company of El Monte, California, under the City of Commerce Standard Contract for Cash Contract No. 1113 – State Funded Project No. SR2SL-5362(013) Safe Route to School Improvements in the City of Commerce.

9. A Resolution of the City Council of the City of Commerce, California, Approving a Revised Agreement with Integrated Security, Inc. and Repealing Resolution No. 13-141

On December 17, 2013, the City Council approved Resolution No. 13-141, which approved an Agreement with Integrated Security, Inc., for the installation and/or upgrade of a high-definition security system at all public facilities. However, there were additional site proposals from Integrated Security that were inadvertently not included in the Agreement.

The **City Council** will consider for approval and adoption a proposed Resolution approving a revised Agreement with Integrated Security, Inc. and repealing Resolution No. 13-141.

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

1/21/2014 – 6:30 p.m.

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10. A Resolution of the Successor Agency to the Commerce Community Development Commission Approving the Proposed “Roadway, Access and maintenance Easement Deeds” for Washington Boulevard Widening and Reconstruction Project

The **Successor Agency** will consider for approval and adoption a proposed Resolution approving the proposed “Roadway, Access and Maintenance Easement Deeds” for Washington Boulevard Widening and Reconstruction Project.

**PUBLIC HEARINGS** -- None

## **SCHEDULED MATTERS**

11. Partnership Proposal with The Rod Dedeaux Foundation

At the request of Councilmember Altamirano and Councilmember Baca Del Rio, the **City Council** will receive a presentation from Brett Dedeaux of the Rod Dedeaux Foundation, and take the appropriate action as may be deemed necessary with respect to establishing a partnership for the purpose of raising funds for the renovation of the Veterans Park Stadium.

12. Power Point Presentation by Los Angeles County Sheriff’s Department -- Update on Bristow Park Action Plan

The **City Council** will receive a power point presentation on, and thereafter consider and take the appropriate action as deemed necessary with respect to, an update on the Bristow Park Action Plan. Los Angeles County Sheriff’s Captain James Wolak or his designee will make the presentation.

13. Civic and Service Organizations

The **City Council** will consider, and take the appropriate action as may be deemed necessary with respect to, providing policy direction regarding the City’s Civic and Service Organization Program.

14. Status Update on Green Zones Project

The **City Council** will receive a status report on, and thereafter provide appropriate direction as may be deemed necessary with respect to, the Green Zones Project and direction on the next steps.

15. Review of Staffing Model in the Public Information Office – Division of the City’s Administration Department

The **City Council** will receive a report on, and provide appropriate direction as may be deemed necessary with respect to, the review of staffing model in the Public Information Office – Division of the City’s Administration Department.

16. Continued Discussion of Newspaper of General Circulation In The City of Commerce and Guidelines for Public Notice

At the request of Councilmember Robles, the **City Council** will discuss and take the appropriate action as deemed necessary with respect to, the issue of a newspaper of general circulation in the City of Commerce and the City’s posting of notices in the Commerce Comet.

The City Council continued this item from its meeting of December 3, 2013.

**ORDINANCES AND RESOLUTIONS**

17. An Ordinance of the City Council of the City of Commerce, California Repealing Section 2.10.045 (Campaign Contribution Limitations – Non-election Years) of Chapter 2.10 (Limitations on Campaign Contributions In City Elections) of the Commerce Municipal Code - Second Reading

The **City Council** will consider for approval and adoption a proposed Ordinance repealing Section 2.10.045 (Campaign Contribution Limitations – Non-election Years) of Chapter 2.10 (Limitations on Campaign Contributions in City Elections) of the Commerce Municipal Code.

The proposed Ordinance was approved for first reading on December 17, 2013 and continued on January 7, 2014.

**CIP PROGRESS REPORT**

18. Update -- Slauson Avenue Streets/Sidewalk Improvement and Tree Planting Conceptual Project and A Resolution of the City Council of the City of Commerce, California Approving \$2.5 Million of Measure AA Funding for Implementation of Slauson Avenue Street/Sidewalk Improvement and Tree Planting Conceptual Project

The **City Council** will receive a status report on, and provide appropriate direction as may be deemed necessary with respect to, an update on the Slauson Avenue Streets/Sidewalk Improvement and Tree Planting Conceptual Project; **and** thereafter will consider for approval and adoption a proposed Resolution approving \$2.5 Million of Measure AA Funding for implementation of Slauson Avenue Streets/Sidewalk Improvement and Tree Planting Conceptual Project.

**I-710 LOCAL ADVISORY COMMITTEE UPDATE – No Items**

**RECESS TO CLOSED SESSION – No Items**

**ADJOURNMENT**

Adjourn in memory of Zeke Munoz, longtime Commerce resident and husband of former City Councilmember Sylvia Munoz to Tuesday, January 28, 2014, at 4:00 p.m. in the City Council Chambers.

**LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST  
FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY,  
8:00 A.M. - 6:00 P.M.**



**MINUTES OF THE SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF COMMERCE  
TUESDAY, JANUARY 7, 2014  
COUNCIL CHAMBERS  
5655 JILLSON STREET, COMMERCE**

Mayor Aguilar called the special meeting of the City Council to order at 3:39 p.m. **Present:** Councilmembers Altamirano (3:40 p.m.), Baca Del Rio (3:40 p.m.), Robles, Mayor Pro Tem Leon, and Mayor Aguilar; **Absent:** None

## **PUBLIC COMMENT**

There were no individuals who wished to address the City Council.

## **CLOSED SESSION**

The City Council convened to closed session at 3:40 p.m. for the following matters:

1. Pursuant to Government Code §54956.9(b), the City Council will confer with its legal counsel with respect to significant exposure to litigation in two potential cases. **(CITY COUNCIL DID NOT DISCUSS)**
- 2A. Pursuant to Government Code §54957 the City Council considered personnel matters related to the appointment of a Public Works and Development Services Director.
- 2B. Pursuant to Government Code §54957, the City Council interviewed applicants for the position of City Clerk and, thereafter considered personnel matters related to the appointment of a City Clerk.
3. Pursuant to Government Code §54957.6, the City Council conferred with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to:
  - A. The Memorandum of Understanding on behalf of the mid-management and non-management full-time employees.
  - B. Compensation and benefits for the unrepresented full-time executive management employees, including the City Clerk.

Following discussion of the matters listed above, the City Council recessed closed session at 6:34 p.m., and convened the concurrent regular meetings of the City Council of the City of Commerce and the Governing Body of the Successor Agency to the Commerce Community Development Commission (Hereinafter "Successor Agency").

Following adjournment of the concurrent regular meeting at 7:36 p.m., the City Council reconvened consideration of closed session matters.

## **CITY ATTORNEY REPORT**

City Council reconvened to open session at 9:13 p.m., and the City Attorney reported on the above listed matters:

1. City Council did not discuss this item
- 2A, 2B. City Council provided direction to the City Administrator on both matters by unanimous vote (Ayes: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar)
- 3A. City Council provided direction to the City Administrator by unanimous vote (Ayes: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar)
- 3B. No reportable action on this matter

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 9:14 p.m.

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Victoria M. Alexander  
Deputy City Clerk



**MINUTES FOR THE  
CONCURRENT REGULAR MEETINGS OF  
THE CITY COUNCIL OF THE CITY OF COMMERCE AND  
THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO  
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION  
(HEREINAFTER "SUCCESSOR AGENCY")  
TUESDAY, JANUARY 7, 2014  
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

The meeting was called to order at 6:35 p.m. in Council Chambers. **Present:** Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon and Mayor/Chair Aguilar (5); **Absent:** none (0). The Salute to the flag was led by Beatriz Sarmiento, Director of Library Services, followed by an invocation offered by Pastor Robert Ornelas (at the request of Councilmember Altamirano).

## **PUBLIC COMMENT**

The following individuals addressed the City Council on general matters within the Council's jurisdiction: Javier Hernandez, Elaine Silva, and Randy "Sax" Romero. The City Clerk read a letter into the record from Carol Fernandez thanking the Council for their generosity to her family during the holidays.

### **1. REVISION TO CALIFORNIA BROWN ACT EFFECTIVE JANUARY 1, 2014**

The City Attorney presented an overview of a revision to the Brown Act (Government Code Section 54953) effective January 1, 2014, related to actions (votes) taken by the legislative body of a local agency. He noted that this revision requires the legislative body of a local agency to publicly report any action taken and the vote or abstention on that action of each member present for the action. Following the presentation, the City Council decided by consensus that in the future when a motion has been made and seconded for a vote by the Council, the Mayor will state the following: "All in favor, say Aye; all opposed say no; abstain, say abstain. The City Clerk shall record how each member voted on each agenda item in the official minutes of the Council meeting.

## **CONSENT CALENDAR**

Mayor Pro Tem/Vice Chair Leon moved and Councilmember/Board Member Altamirano seconded to approve the Consent Calendar as presented (Items 2-4). Motion carried by the following vote:

AYES: Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor /Chair Aguilar (5)  
NOES: None (0)  
ABSTAIN: None (0)  
ABSENT: None (0)

### **2. MEETING MINUTES**

The City Council and Successor Agency approved respectively, the minutes of the Concurrent Adjourned Regular Meetings of Tuesday, December 3, 2013, held at 5:00 p.m.; Concurrent Regular Meetings of Tuesday, December 3, 2013, held at 6:30 p.m.; Concurrent Special Meetings of Tuesday, December 17, 2013, held at 4:00 P.M.; Concurrent Adjourned Regular Meetings of Tuesday, December 17, 2013, held at 6:30 p.m.

### **3. REGISTER REGISTERS**

The City Council and Successor Agency approved respectively, the bills and claims set forth in Warrant Registers No. 11A, dated January 7, 2014, and 11B for the period December 18, 2013 to December 31, 2013.

**4. RESOLUTION NO. 14-01 –SETTING FINES FOR VIOLATION OF NO SMOKING IN PARKS ORDINANCE**

The City Council adopted Resolution No. 14-01 setting fines for violation of City of Commerce Municipal Code Section 9.060.020 (22) regarding smoking in City parks.

**PUBLIC HEARINGS -- None**

**SCHEDULED MATTERS**

**5. RESOLUTION NO. 14-02 – GRANT APPLICATION TO THE LOCAL SUSTAINABILITY MATCHING FUND OFFERED BY FUNDERS’ NETWORK FOR SMART GROWTH AND LIVABLE COMMUNITIES**

Angelo Logan addressed the City Council in support of this item. Interim Director Alex Hamilton of Public Works and Community Development gave a brief presentation regarding this item. Following City Council discussion, Councilmember Baca Del Rio moved, and Councilmember Altamirano seconded to adopt Resolution No. 14-02 authorizing staff to file/submit a \$50,000 grant application to the Local Sustainability Matching Fund grant offered by Funders’ Network for Smart Growth and Livable Communities. Motion to adopt Resolution No. 14-02 carried by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**6. REWARD FOR INFORMATION LEADING TO THE ARREST OF PERPETRATOR(S) IN BANDINI PARK VANDALISM INCIDENT**

Scott Wasserman gave a presentation to the Council relative to an update on an incident of arson at Bandini Park. Following this presentation, Council discussion ensued. Mayor Pro Tempore Leon and Councilmember Baca Del Rio asked staff to look at the current maintenance schedules for all city trees to ensure they are properly hydrated. Following Council discussion, Councilmember Altamirano moved, and Mayor Pro Tem Leon seconded that a reward in the amount of \$2,000 be offered for information leading to the arrest of the perpetrator(s) in the Bandini Park vandalism incident. Motion was approved by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**7. APPROVAL OF PURCHASE OF FOUR NISSAN PASSENGER VANS**

Director of Transportation Claude McFerguson gave a report on this item. Following his report, Council discussion ensued and members asked for additional information on this item including an agenda report, specifically about the use of vehicles for Camp Commerce. Councilmember Altamirano moved and Mayor Pro Tem Leon seconded to approve the purchase of four (4) Nissan passenger vans from Wondries Fleet Group. The motion was approved by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**ORDINANCES AND RESOLUTIONS**

**8. ORDINANCE REPEALING SECTION 2.20.045 (CAMPAIGN CONTRIBUTION LIMITATIONS – NON ELECTION YEARS) OF CHAPTER 2.10 (LIMITATION ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS)**

At the request of the City Attorney, the second reading of this proposed ordinance was continued to the Adjourned Regular Meeting of January 21, 2014.

**ADJOURNMENT**

The City Council adjourned in memory of Florentina Argao. The Concurrent Adjourned Regular Meeting of the City Council and the Successor Agency was adjourned at 7:36 p.m. to Tuesday, January 21, 2014, at 4:00 p.m. in the Council Chambers.

Following adjournment of the regular meeting, the City Council reconvened at 7:37p.m. to further discuss Closed Session matters scheduled on the Notice of Special Meeting of the City Council of the City of Commerce. (See Special Meeting Minutes of January 7, 2014)

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Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

Meeting Date: January 21, 2014

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE CONTRACT WITH ELIE FARAH, INC., FOR THE ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF COMMERCE BUS SHELTER PROJECT

## RECOMMENDATION:

Adopt the Resolution approving a contract with Elie Farah, Inc., and assign the number next in order.

## MOTION:

Move to approve recommendation.

## BACKGROUND:

On August 17, 2010, the City Council approved the project Request for Proposal (RFP) prepared by staff for the Bus Shelter Project and authorized the Community Development Department to advertise for bids/proposals.

On December 21, 2010, the City Council awarded a professional services agreement for design and engineering services for the City's Bus Shelter Project to Onward Engineering. Phases I, II and III of the City's bus shelter project have been completed with a combined cost of approximately \$396,291.

A summary of the work completed is as follows:

Repaired and/or upgraded seventy-three (73) bus shelters to meet current ADA requirements, installed sixteen (16) new solar powered shelter lights and bus benches, installed twenty-three (23) new trash receptacles, installed ten (10) new bus stop signs, removed 10,300 square feet of concrete, constructed fifteen (15) new ADA curb ramps, and painted over 940 linear feet of curb.

The Final Phase IV of this project is needed to further meet current ADA requirements; and improve the appearance and public safety at City authorized bus stops.

## ANALYSIS:

On December 11, 2013, the following two Architecture and Engineering proposals were received:

- Onward Engineering, Anaheim, CA (\$78,600)
- Elie Farah Inc. (EFI), Corona, CA (\$34,248)

The two proposals were reviewed using a *qualifications-based selection process* required by Federal Transit Administration (FTA) procurement rules for the selection of Architecture and Engineering (A-E) firms<sup>1</sup>. Price is excluded as an evaluation factor,

<sup>1</sup>Brooks Act (40 USC 1102)

and negotiations are conducted with the most qualified firm only. If an agreement cannot be reached on price with the most qualified firm, negotiations are formally terminated with that firm, thereby rejecting that firm's proposal and the grantee cannot return to this firm at a later date to resume negotiations.

Negotiations are then conducted with the next most qualified firm. This process continues until a negotiated agreement is reached which the grantee considers to be fair and reasonable. The two proposals were reviewed and both companies met the requirements outlined in the RFP.

Reference checks with municipalities in Southern California for both companies were positive.

After detailed review of both firms' proposals, Onward Engineering was deemed the most qualified firm for this project. Nevertheless, staff was unable to reach an agreement on price with Onward Engineering and negotiations were formally terminated with the company. Staff was able to negotiate a price with the next most qualified firm, Elie Farah, Inc. (EFI). After making a detailed review of the firm's proposal, City staff negotiated a price not-to-exceed \$34,248 for the project.

**FISCAL IMPACT:**

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2006/07 and FY 2009/10 Capital Improvement Project Budgets.

The entire budget for the bus shelter project (including design and construction) is \$652,562 as follows:

\$522,877	Federal Transportation Administration
<u>\$129,685</u>	<u>PTMSEA Prop. 1-B</u>
\$652,562	Total Project Budget

Phases I, II and III of the City's bus shelter project have been completed with a combined cost of approximately \$396,291, leaving a remaining balance of \$256,271.

The project estimate to complete Phase IV is as follows:

\$215,174	Construction
<u>\$ 41,097</u>	<u>Engineering and Construction Management</u>
\$256,271	Total

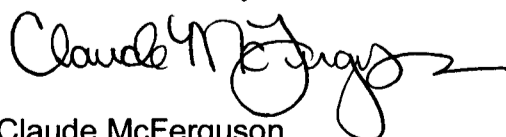
The cost breakdown for this contract is as follows:

\$34,248	Architecture and Engineering (A-E), Elie Farah, Inc.
<u>\$ 6,849</u>	<u>Project Management</u>
\$41,097	Total

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

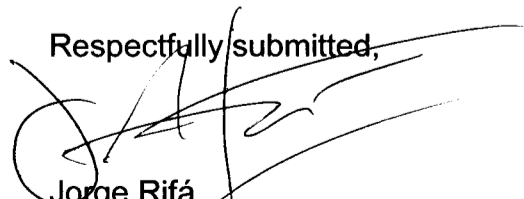
This agenda item relates to the 2012 strategic goal "improve and maintain infrastructure and beautify our community", as the proposed recommendation outlined in this report: 1) Decreases chance of graffiti within the City; 2) Adds new infrastructure; and 3) Provides more protection for transit users.

Recommended by:



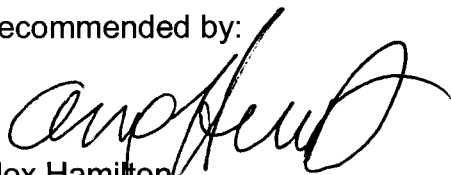
Claude McFerguson  
Director of Transportation

Respectfully submitted,



Jorge Rifá  
City Administrator

Recommended by:



Alex Hamilton  
Assistant Director of Development Services/Public Works

Budget Impact Review by:



Vilko Domic  
Director of Finance

Approved as to Form:



Eduardo Olivo  
City Attorney

Attachment: City Contract, RFP-Bus Shelter Engineering, Design and Construction  
Management Services Agreement





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE CONTRACT WITH ELIE FARAH, INC., FOR THE ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF COMMERCE BUS SHELTER PROJECT

WHEREAS, on August 17, 2010, the City Council approved the project Request for Proposal (RFP) for the Bus Shelter Project and authorized staff to advertise for bids/proposals; and

WHEREAS, on December 21, 2010, the City Council awarded a professional services agreement for design and engineering services for the City's Bus Shelter Project to Onward Engineering. Phases I, II and III of the City's bus shelter project have been completed; and

WHEREAS, the final Phase IV of this project is needed to further meet current ADA requirements and improve the appearance and public safety at City authorized bus stops; and

WHEREAS, on December 11, 2013, the following two Architecture and Engineering proposals were received: Onward Engineering, Anaheim, CA (\$78,600), and Elie Farah Inc. (EFI), Corona, CA (\$34,248); and

WHEREAS, staff was unable to reach an agreement on price with Onward Engineering and negotiations were formally terminated with the company. Staff was able to negotiate a price with the next most qualified firm, Elie Farah, Inc.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE AND ORDERS AS FOLLOWS:

Section 1. The Services Agreement between the City of Commerce and Elie Farah, Inc., is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of January, 2014.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk



PLEASE NOTE

THE AGREEMENT AS IDENTIFIED BELOW, IS NOT AVAILABLE AS OF THE DISTRIBUTION OF THIS AGENDA PACKET HOWEVER, THIS AGREEMENT WILL BE PROVIDED ON TUESDAY, JANUARY 21, 2014.

AGREEMENT WITH ELIE FARAH, INC. FOR THE ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF COMMERCE BUS SHELTER PROJECT





# AGENDA REPORT

MEETING DATE: January 21, 2014

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING CONTRACTS FOR THE HOME PRESERVATION GRANT PROGRAM [PROJECT NO. 601074-13 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM]

**RECOMMENDATION:**

Approve the Resolution approving contracts for the Home Preservation Grant Program [Project No. 601074-13 Community Development Block Grant (CDBG) Program] and assign the number next in order.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

On February 5, 2013, the City Council approved the Fiscal Year 2013/2014 CDBG Program funding budget for the Home Preservation Grant Program in the amount of \$63,000. Since then, an amendment was processed to transfer \$35,000 from the Ferguson Drive ADA Curb Cuts Program to the Home Preservation Grant Program in order to assist more homes and fully expend the grant funds. Expending CDBG funding in a timely manner is an integral part of continuing to keep the City's CDBG Program funding in compliance with the County's requirements.

The CDBG funding allows the City to maintain a core group of vital housing activities for the much needed home improvements that exists Citywide. The City's Public Works and Development Services Department staff has already expended CDBG funding in the amount of \$1,140 to conduct lead and asbestos testing on two (2) homes, in order to prepare the proposed construction contracts for each of these home improvement construction cases. In addition, lead or asbestos were detected on some of the components that will be disturbed during the rehabilitation of the homes. Therefore, staff has already begun soliciting bids for the required abatement. The abatement will be conducted and a clearance report will be obtained prior to the commencement of the rehabilitation. Lead and Asbestos abatement is also an eligible CDBG item, therefore CDBG funds will be used to pay all abatement work necessary.

These proposed home improvement cases involve, but are not limited to the following items: roofing, windows, electrical and other home improvements. The scope of work for each of these home improvement cases was circulated to an approved list of contractors maintained in the City's Public Works and Development Services Department database of licensed contractors and prepared per the City's Planning and Building Department requirements and in compliance with the County of Los Angeles Community Development Block Grant Program guidelines to advertise for bids.

**ANALYSIS:**

The following low bids were received and are being recommended by staff for Council approval:

<b>CONSTRUCTION BIDS</b>			
	<b>Company Name</b>	<b>Property Address</b>	<b>Total Bid Amount</b>
1.	Community Builders Enterprise, Riverside, CA	2566 Fidelia Avenue	\$15,955.00
2.	Community Builders Enterprise, Riverside, CA	4812 Leonis Street	\$14,720.00
		<b>Subtotal:</b>	<b>\$30,675.00</b>

After the evaluation of all bids received, Staff respectfully recommends that two (2) contracts be awarded to the lowest bidder for a grand total of \$30,675 to provide Home Preservation Grant Program construction improvements.

**FISCAL IMPACT:**

There are no expected contingencies for these Home Preservation Grant Program cases. These activities can be carried out with the Federal CDBG funds and do not impact the City's General Fund. The account number that the funds are available in is as follows:

29-2910-71715.10337 – Home Preservation Program Construction CDBG fund

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

The agenda report is in furtherance of Council's strategic goal to "Protect and Enhance Quality of Life in the City of Commerce." The City's ability to maintain its infrastructure in an effective and efficient manner directly/indirectly impact quality of life issues of our community.


**Recommended by:**

  
Alex Hamilton  
Assistant Director of Community Development

**Respectfully submitted,**

  
Jorge Rifa  
City Administrator


**Prepared by:**

  
Viviana Molinar  
Community Development Assistant

**Fiscal impact reviewed by:**

  
Vilko Domic  
Director of Finance

**Approved as to form:**

  
Eduardo Olivo  
City Attorney

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING CONTRACTS FOR THE HOME PRESERVATION PROGRAM [PROJECT NO. 601074-13 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM]

WHEREAS, on February 5 2013, the City Council approved Community Development Block Grant Program funding for the Home Preservation Program (601074-13) to include home improvement activities involving, but not limited to the following items: roofing, windows, plumbing, electrical, painting and other improvements to the homes; and

WHEREAS, the bidding process for these contract awards was conducted in accordance with the City's Home Preservation Program Guidelines and County CDBG Program Guidelines; and

WHEREAS, after careful examination and evaluation of two (2) bids received, City staff determined that the lowest responsible bidder for both of the Home Improvement Grant Program cases (the "Successful Bidder") is as follows:

<b>CONSTRUCTION BIDS</b>			
	<b>Company Name</b>	<b>Property Address</b>	<b>Total Bid Amount</b>
1.	Community Builders Enterprise, Riverside, CA	2566 Fidelia Avenue	\$15,955.00
2.	Community Builders Enterprise, Riverside, CA	4812 Leonis Street	\$14,720.00
		<b>Subtotal:</b>	<b>\$30,675.00</b>

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

Section 1. The recitals set forth above are true and correct.

Section 2. The bids received by the Successful Bidders are hereby accepted. Contracts between the City and the Successful Bidders in the amount of their bids are hereby approved.

Section 3. The Mayor is hereby authorized and directed on behalf of the City of Commerce to execute the two (2) Contracts with the Successful Bidders for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
 Joe Aguilar  
 Mayor

ATTEST:

\_\_\_\_\_  
 Victoria M. Alexander  
 Deputy City Clerk





# HOUSING PRESERVATION PROGRAM AGREEMENT

## CITY OF COMMERCE HOUSING PRESERVATION PROGRAM

# DRAFT

THIS HOUSING PRESERVATION PROGRAM AGREEMENT ("Agreement") which is dated as of \_\_\_\_\_, 2014 (the "Effective Date") is entered into by and between the CITY OF COMMERCE, a public body, corporate and politic ("City") and ("Owner(s)"). Owner and the City agree as follows:

Section 1. Owner(s) acknowledges that (i) Owner(s) received a copy of and read the Housing Preservation Program and (ii) Owner has completed a Housing Preservation Program Application ("Application") and submitted the Application to the City.

Section 2. Owner(s) acknowledges that it has met with the City staff members and Owner agrees that Owner(s)'s home, which is located at \_\_\_\_\_, **Commerce, CA 90040** ("Property"), needs certain repairs and improvements, which are listed in Exhibit 1 to this Agreement ("Work").

Owner(s) agrees that the total estimated cost of completing all the Work is \_\_\_\_\_ **Dollars (\$0 .00)** as described in Exhibit 1 (the "Contract Price") and Owner(s) understands that the City will provide the full amount of these funds in the form of a grant ("Grant") to Owner(s).

Section 3. By filling out the Application provided to Owner(s) by the City when Owner(s) first requested assistance in rehabilitating the Property, Owner(s) provided the City with certain information about Owner(s)'s total income, the names of the person's who will be living on the Property (these people and only these people, are members of Owner(s)'s "household"), and the total income of all of the members of Owner(s)'s household. In addition, Owner(s) represented to City that Owner(s), and all the members of Owner(s)'s household, live at the Property as their primary place of residence. This information is very important to the City and, in fact, the City decided to provide Owner(s) the Grant to complete the Work described in Exhibit 1 based upon this information, which Owner(s) has provided under penalty of law.

If any of the information provided in the Application has changed, it is Owner(s)'s responsibility to inform the City, in writing, of the change prior to signing this Agreement. By signing this Agreement Owner(s) is stating that the information Owner(s) provided the City in the Application was correct at the time Owner(s) filled out the Application and remains correct, or Owner(s) has corrected it, in writing, at the time Owner(s) signs this Agreement.

Section 4. This Agreement is between Owner(s) and the City. Owner(s) specifically agrees to comply with all City ordinances, rules and regulations pertaining to the Property.

Section 5. This Agreement is governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the appropriate California State court in Los Angeles County, California.

Section 6. Notices under this Agreement shall be to the addresses set forth below:

City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

Homeowner Name  
Address Line 1  
Commerce, CA 90040

Section 7. Indemnity. Owner(s) shall defend, indemnify and hold City, its officers, directors, agents, servants, attorneys, employees and contractors harmless from and against any liability, loss, damage, costs or expenses arising from or as a result of the Work carried out or completed on the Property or arising from or as a result of this Agreement.

Section 8. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have reasonable rights of access to the Property, without charge, during day light hours, until the City determines that the Work is complete.

Section 9. Schedule of Performance. Work shall be completed no later than 120 days from the execution of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this agreement as of the Effective Date**

**OWNER(S)**

By: \_\_\_\_\_

**CITY OF COMMERCE**

By: \_\_\_\_\_

Joe Aguilar  
Mayor

Attest:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Eduardo Olivo  
City Attorney

**EXHIBIT 1**

**LIST OF ITEMS TO BE REPAIRED, REPLACED, OR CONSTRUCTED  
AND TOTAL COST OF REHABILITATION  
("WORK")**



**AGREEMENT FOR REHABILITATION**

THIS AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, 2014, by \_\_\_\_\_ ("HOMEOWNER(S)"), \_\_\_\_\_ ("CONTRACTOR"), and the CITY OF COMMERCE ("CITY").

**A. Scope of Work and Compensation**

Contractor agrees to commence and complete the work identified in the Scope of Work set forth in Exhibit 1 (the "Work"), which is attached hereto and incorporated herein by reference, for the Contract Price of \$ \_\_\_\_\_ (**Dollars**). The Work is to be completed for the residence located at **Commerce, CA 90040**. Contractor shall perform the Work in compliance with the City's General Conditions, which are attached hereto as Exhibit 2 and incorporated herein by reference. Contractor shall furnish all permits, labor, materials and supplies necessary to complete the Work in accordance with all plans and specifications. Contractor hereby agrees to commence the Work within 30 consecutive days from the date of this Agreement.

Contractor agrees to complete all Work described in Exhibit 1 within 120 days from the date of this Agreement.

Owner agrees to pay Contractor, through release of funds from a grant provided by the City, within a reasonable amount of time following receipt of an invoice, accompanied by a Material/Labor Lien release form and final permit (if applicable) from Contractor. Contractors may submit up to two progress payments for Work and/or materials totaling up to ninety percent (90%) of the contract amount. A final payment invoice along with a Material/Labor release form and a final permit (if applicable) shall be submitted for payment no later than 10 days after all work has been completed.

**B. Notice to Proceed**

Contractor will receive a Notice to Proceed for the approved Scope of Work after all plans (if necessary) have been reviewed and approved by the City's Planning and Building Departments and Contractor has received all necessary permits. Contractor must provide the City with a copy of such final permits and approved plans in order to receive the Notice to Proceed. Contractor agrees to complete the Work by no later than 120 days from the execution of this Agreement.

**C. Liquidated Damages**

If Contractor fails to complete the Work by the Completion Date specified in the written "Notice to Proceed," Contractor shall pay Owner liquidated damages which will be assessed and deducted from the amount owed to Contractor. The liquidated damages will begin on the fifth calendar day after the Completion Date, at the rate of One Hundred Dollars and 00/100 (\$100.00) per week or any portion thereof, until the Work is completed. The term "complete" shall mean the completion of all line items in the Scope of Work and receipt of final signature from the City of Commerce building

inspector. The parties acknowledge that the delay in completing the Work will have a substantial detrimental impact on the Owner and that it is not possible to precisely fix the damages Owner will incur. The liquidated damages specified by this section are a reasonable estimate of those damages and do not represent a penalty.

Contractor agrees that if the Owner has any complaints about the Work during the 12 month period after completion of the Work (date Notice of Completion is recorded and/or final inspection date of the property), the Owner is to contact the Contractor who shall correct such items that have been inadequately completed as specified within the Scope of Work. **The City should only be contacted if the Contractor fails to make the necessary correction(s) within a reasonable time.** The City shall not be required to correct the Work deficiencies or to fulfill Contractor's obligations.

#### D. Independent Contractor

Contractor is and shall perform its services under this agreement as a wholly independent contractor. Contractor shall not act nor be deemed an agent, employee, officer or legal representative of Owner or the City. This agreement is not intended to and does not create the relationship of partnership, joint venture or association between Owner and Contractor or the City and Contractor.

#### E. Contractor to Provide Required Personnel; Subcontracting

Contractor shall provide and direct the necessary qualified personnel to perform the Work required of and from it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing work of a similar nature at the time the Work is completed. Contractor may not have a subcontractor perform any services required under this agreement unless the subcontractor is first approved and authorized to perform such Work under Exhibit 1.

#### F. Licenses

Contractor warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals performing the Work such as all applicable regulating governmental agencies and are in good standing with such applicable regulating governmental agencies.

#### G. Compliance with Laws

Contractor shall ensure that its employees and its subcontractors, if any, comply with all applicable city, county, state, and federal laws and regulations (including occupational safety and environmental laws and regulations) in performing the Work and shall comply with any directions of governmental agencies and City relating to safety, security, and the like.

#### H. Insurance

Contractor shall maintain insurance required by Section 13 of the General Conditions (Exhibit 2) and provide evidence thereof to the City prior to commencing construction.

#### I. Indemnification

Contractor shall indemnify and hold Owner and the City, and its respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses they hereafter may suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by Contractor's employees, its subcontractors or its agents in the performance of the Work hereunder. Contractor shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused solely from an act of negligence or willful misconduct by Owner or the City, or their respective officials, officers, employees or agents. Upon demand, Contractor shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

#### J. Attorney's Fees and Costs

In the event arbitration or a judicial proceeding is initiated to enforce the terms of this agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

#### K. Governing Law

The validity, performance and construction of this agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any litigation commenced by either party to this agreement shall be brought in Los Angeles County, California.

**IN WITNESS WHEREOF**, the parties hereto have each executed or caused to be executed this agreement as of the Effective Date.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Commerce, CA 90040  
City, State, Zip Code

\_\_\_\_\_  
Contractor's Telephone Number

\_\_\_\_\_  
Owner's Telephone Number

State License No. \_\_\_\_\_

Business License No. \_\_\_\_\_

Federal Income Tax I.D. No. \_\_\_\_\_

CITY OF COMMERCE

\_\_\_\_\_  
Joe Aguilar  
Mayor

Attest:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Eduardo Olivo  
City Attorney



**CITY OF COMMERCE**

**GENERAL CONDITIONS TO THE  
AGREEMENT FOR REHABILITATION**

**EXHIBIT 2**

**1. Definitions.**

Wherever used in the Agreement or these General Conditions, the following meanings shall be given to capitalized terms.

1.1 The term "Agreement" means and shall include the following:

1.1.1 The Agreement for Rehabilitation;

1.1.2 Exhibits (if any);

1.1.3 these General Conditions;

1.1.4 any Addendum to the General Conditions;

1.1.5 any Amendments to any of the above; and

1.1.6 Change Orders.

1.2 The term "Amendment" means the changes, revisions, or clarifications of the Agreement which have been signed by Owner and Contractor, and approved by the City of Commerce (CITY).

1.3 The term "Bid Proposal" means the bid proposal dated \_\_\_\_\_ submitted by the Contractor and accepted by the Owner.

1.4 The term "Change Order" means a revision of the Work signed by Owner and Contractor, and approved by CITY, after the start of the Work.

1.5 The term "Contractor" means the person, firm or corporation entering into the Agreement with Owner to perform the Work.

1.6 The term "Day" means calendar day.

1.7 The term "CITY" shall mean the City of Commerce, a public body, corporate and politic.

1.8 The term "Owner" means the legal owner or owners of the Site where the Work is to be performed.

1.9 The term "Site" means the location of the improvements where the Work is to be performed.

1.10 The term "Work" means the construction and services required by the Agreement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations.

1.11 The term "Working Day" means calendar days excluding weekends and federal and/or state holidays.

## **2. Contractor.**

2.1 **Eligibility.** Contractor represents that: (a) Contractor's California state contractor's license number listed on Contractor's Bid Proposal and the Agreement is current; (b) Contractor has a current City of Commerce business license; (c) Contractor carries insurance in accordance with the requirements of the Agreement and (d) Contractor possesses the skill, experience and expertise necessary to complete the Work in accordance with the Agreement. Contractor further represents that it is not listed on the Disbarred and Suspended Contractor's List of the United States Department of Housing and Urban Development, the City of Commerce, COMMISSION or any other public Agency, and Contractor agrees not to hire any subcontractor or supplier that is so listed.

2.2 **Best Skill.** Contractor shall supervise and direct the Work using its best efforts, skill and attention to ensure the workmanship and materials are of good quality and that the Work is completed in accordance with the Agreement. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures; safety on the job; and coordinating all portions of the Work to be performed by Contractor's laborers, employees and subcontractors, if any.

2.3 **Agents.** Contractor shall be responsible to Owner for the acts and omissions of its employees, subcontractors and their agents and employees, and of all other persons performing any of the Work under a contract with or the control of Contractor.

2.4 **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, protect, and defend Owner, the City of Commerce, and all other persons or organizations engaged or cooperating in the performance of the Work, and each of their officers, directors, shareholders, partners, representatives, employees and agents (all of which persons and organizations are referred to herein collectively or individually as "Indemnities") from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, expenses, liens, judgments or obligations whatsoever, including, without limitation, attorneys', consultants' and experts' costs and fees, resulting from or in any way connected, in whole or in part, with the performance of or failure to perform any obligations under the Agreement, or the acts, errors or omissions of Contractor, any subcontractor, or the officers, partners, employees, consultants or agents of any of them or by anyone for whose acts they may be liable. This indemnity obligation shall apply regardless of whether or not the event-giving rise to the indemnity obligation is caused in part by the negligence of an Indemnities, but shall not apply when the loss is caused solely by the negligence or willful misconduct of an Indemnities. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution, which would otherwise exist as to any party or person pursuant to the Agreement.

## **3. Subcontractors and Employees.**

3.1 **Coordination.** Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to require compliance by each subcontractor with applicable provisions of the Agreement.

3.2 No Contractual Relationship. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner.

**4. Changes in the Work.**

4.1 Signed by Parties. No Change Orders are permitted and/or effective unless signed by Owner and approved by the CITY.

4.2 Change Order. Except for the purpose of affording protection against any emergency endangering life or property, Contractor shall make no change in the Work, nor provide any extra or additional labor, service, or material beyond that actually required for the execution of the Work, unless pursuant to a written order from Owner, which order has been approved by the CITY. No claim for an adjustment of the contract price shall be valid unless so ordered.

4.3 Contents. Each Change Order shall include a detailed description of the change in the Work, the agreed-to change in price and/or time for completion thereof, and a statement that all Work shall be performed in accordance with the Agreement as modified by the Change Order.

4.4 Work after Termination of Agreement. Owner and Contractor shall not enter into any other contract or otherwise undertake any work on the Site not included in the Work or a Change Order executed pursuant hereto until a Notice of Completion has been recorded. Additional Work not included in the Work or a Change Order may be negotiated separately between Owner and Contractor or any other contractor, only after recordation of a Notice of Completion.

**5. Inspection of the Work.**

5.1 Inspection. Owner and Contractor shall permit the CITY to examine and inspect the Work during normal business hours and at any stage of construction.

5.2 THE CITY'S Review. The exercise by the CITY of its right to review the progress of the Work is solely for the purpose of monitoring its conformity with the Agreement and the Program requirements pursuant to which THE CITY'S financial assistance has been provided. Specifically, the CITY may (a) determine whether the work by Contractor is in compliance with the Agreement; (b) stop the work, if reasonably necessary, and (c) reject all work and materials, which do not conform to the requirements of this Agreement. The CITY does not have, and hereby expressly disclaims, the duty for any review of the Work for the purpose of determining compliance with building codes, safety features or standards or for the purpose of determining or approving engineering or structural design, sufficiency or integrity. The CITY'S approval or authorization of a direction or request to change the plans, specifications or drawings submitted by Owner and/or Contractor is not and shall not be a review or approval of the quality, adequacy or suitability of such plans, specifications or drawings, nor of the labor, materials, services or equipment to be furnished or supplied in connection therewith. The CITY does not have and expressly disclaims any right of supervision or control over Owner, Contractor, any subcontractor, trades, or any other persons and professionals responsible for the formulation or execution of the Work. The CITY'S approval of the Agreement or any subsequent amendment of the Agreement is not an endorsement or guarantee by the CITY of Contractor or the Work.

5.3 Right of Access. During normal construction hours, representatives of the CITY shall have the reasonable right of access to the Site without charges or fees for the purpose of inspecting the Work. The CITY hereby agrees to indemnify and holds Owner and Contractor harmless from and against any loss, cost, damage or liability, including, without limitation, reasonable attorneys' fees, which result from the exercise by the CITY, or any party acting under the CITY'S authority, of the rights granted by this Section.

**6. Payment.**

6.1 Not Acceptance. No progress payment, nor any partial or entire use or occupancy of the Site by Owner, shall constitute an acceptance of the whole or any part of the Work.

6.2 Joint Payments. Owner and/or the CITY shall have the right, in their sole discretion, to make payments jointly to the order of Contractor and any subcontractor unless Contractor (a) is not in default and (b) requests Owner not to do so as a result of Contractor's good faith dispute with such subcontractor.

6.3 Withholding Payment. Owner or the CITY may withhold payment if in the opinion of Owner or the CITY the Work has not been performed in accordance with the Agreement. In such case, Owner shall notify Contractor of such deficiency. Owner or the CITY may also withhold payment to such extent as they deem necessary to protect Owner from loss because of:

6.3.1 defective Work not remedied;

6.3.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

6.3.3 failure of Contractor to make payments properly to subcontractors or for labor, materials or equipment;

6.3.4 reasonable doubt that the Work can be completed for the unpaid balance of the contract price;

6.3.5 reasonable evidence that the Work will not be completed within the time agreed upon, and that the unpaid balance would not be adequate to cover actual and liquidated damages, if any, for the anticipated delay;

6.3.6 insufficient documentation, erroneous estimates of the value of the Work performed or other false or incomplete statements by Contractor; or

6.3.7 persistent failure of Contractor to perform any term or condition of the Agreement.

6.4 Withholding by Law. The provisions of this Section shall not lessen or diminish, but shall be in addition to, the right or duty of Owner to withhold any payments under applicable provisions of law respecting the withholding of sums due to contractors.

6.5 Release of Payment. When the above grounds are removed, payment shall be made for amounts withheld because of them.

6.6 Limitation to Withholding. Owner shall not withhold payment from Contractor for any amounts owing and not subject to dispute or offset.

6.7 Retentions. The CITY reserves the right to retain ten-percent (10%) of lump sum or partial payments. Retention payments due Contractor will be paid within 35 to 45 Days after the later of (a) the CITY and Owner complete necessary inspections, (b) a Notice of Completion has been recorded, (c) Owner has received satisfactory releases of liens or claims for liens by Contractor, subcontractors, laborers, and material suppliers for completed Work or installed materials, and (d) all disputes have been resolved.

7. **Stop Order.** If Contractor fails to correct Work which is not in accordance with the requirements of the Agreement, or persistently fails to carry out the Work in accordance with the Agreement, Owner or the CITY, by written order, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Owner and the CITY to stop the Work shall not give rise to a duty on the part of Owner or the CITY to exercise this right for the benefit of Contractor or any other person or entity.

8. **Termination of Agreement.**

8.1 **Diligent Prosecution.** If Contractor refuses or fails to prosecute the Work with such diligence as will ensure its completion within the specified time or otherwise in accordance with the provisions of the Agreement, or if the workmanship is of substandard quality, then Owner, by written notice to Contractor, may declare Contractor in default. If Contractor fails to remedy such default within fifteen (15) days of the date of such notice, Owner shall have the right to terminate the Agreement and select one or more substitute contractors acceptable to the CITY to finish the Work in accordance with Section 8.3.

8.2 **Work Stoppage.** If Contractor ceases to perform actual Work for a period of twenty (20) Days or more without an excusable delay pursuant to Section 9, then Owner, by written notice to Contractor, may terminate the Agreement and Contractor's right to proceed with the Work.

8.3 **Damages.** Upon termination, pursuant to 8.1 or 8.2, Owner may engage a substitute qualified licensed contractor to take over the Work and prosecute the same to ensure completion, and Contractor and its sureties (if any) shall be liable to Owner for any cost above the Contract Price, as described in Section A in the Rehabilitation Agreement, incurred by Owner to complete the Work. Contractor shall pay such amount (if any) to Owner within ten (10) days written demand therefore. Furthermore, payment for a completed portion of the Work performed by the terminated Contractor shall be withheld until the Work is one-hundred percent (100%) completed and shall not be paid until all other costs and claims pertaining to the Work have been paid. If any amount is left over from the Contract Price after all other costs and claims have been paid, that amount shall become payment in full to the terminated Contractor for all its portion of the Work performed, and shall be paid to it within thirty (30) days after satisfactory completion of the Work and payment of all claims. In no event shall said terminated Contractor receive any amount more than is equitable for Work performed as determined by the CITY or any arbitrator, mediator or court of law exercising jurisdiction over the matter, or any amount which will cause Owner additional cost, above the total Contract Price, as determined by the CITY or any arbitrator, mediator or court of law exercising jurisdiction over the matter.

8.4 **Possession of Equipment.** If Contractor's right to proceed is so terminated, Owner may take possession of and utilize in completing the Work such materials as may be on the Site and necessary for the completion of the Work.

9. **Excusable Delays.**

Contractor shall not be charged with liquidated damages for any delays in the completion of the Work, and the date of completion shall be extended for delays, due to:

9.1 Any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency;

9.2 Any acts of Owner;

9.3 Causes not reasonably foreseeable by parties to the Agreement at the time of execution of the Agreement which are beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God or of the public enemy; acts of another contractor in the performance of some other agreement with Owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; or

9.4 Any delay of an authorized subcontractor occasioned by any of the causes specified in Sections 9.1, 9.2, and 9.3 above, provided that Contractor promptly (in any event within ten (10) Days) notifies Owner and the CITY in writing of the cause of the delay.

9.5 If the facts show delay to be properly excusable under the terms of the Agreement, Owner and the CITY shall extend the time for substantial completion of the Work by a period commensurate with the period of excusable delay.

**10. Liquidated Damages for Delay.**

Because actual damages for any delay in completion of the Work which Contractor is required to perform under the Agreement are impracticable and extremely difficult to fix, Owner and Contractor agree that Contractor shall be liable for and shall pay to Owner the sum of one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each Working Day of delay from the date stipulated for completion in Section A of the Agreement for Rehabilitation, or as modified in accordance with Section 4, "Changes in the Work," of these General Conditions until such Work is satisfactorily completed and accepted. Owner is solely responsible for levying and collecting such payment for damages.

**Owner and Contractor further agree that One Hundred Dollars (\$100.00) per Working Week is a fair and reasonable estimate of such damages under the circumstances existing as of the date hereof and that such sum is not construed in any sense as a penalty. The parties further agree that said liquidated damages for delay shall be owners' sole and exclusive remedy for such delay.**

\_\_\_\_\_  
Contractor's Initials

\_\_\_\_\_  
Owner's Initials

**11. General Guarantee and Warranty.**

11.1 Warranty. Contractor warrants to Owner that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, and that the Work will be free from defects. Work not properly approved and authorized may be considered defective. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in the Work. Prior to the release of the final payment, Contractor shall secure, assign to and deliver to Owner written warranties and guaranties, if any, from its subcontractors and suppliers bearing the date of substantial completion or such other date as may be agreed to by Owner and stating the applicable period of warranty. Contractor is responsible for the warranty of the Work as set forth in this Section, whether performed by it or by its subcontractors.

11.2 Title. Contractor warrants the title to the Work will pass to Owner no later than the time of payment. Contractor further warrants that upon final payment all Work shall be free and

clear of liens, claims, security interests or encumbrances in favor of Contractor, its employees, subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

11.3 Guarantee. The Work will be guaranteed for a period of one (1) year from date of final acceptance of all Work required by the Agreement. If during this twelve (12) month period Owner has any complaints concerning the Work, Owner shall contact Contractor directly to correct the items. **DO NOT CALL THE CITY COMMERCE.**

11.4 Prompt Remedy. Contractor shall promptly remedy any defects in the Work and shall pay for any damage to other Work resulting there from which may appear within a period of one (1) year from the date of final acceptance of the Work unless a longer period is specified. Owner will provide notice of observed defects with reasonable promptness.

11.5 No Acceptance. Neither the final payment nor any provision in the Agreement, nor partial or entire use or occupancy of the Site by Owner or resident shall constitute an acceptance of Work not performed in accordance with the Agreement, or relieve Contractor of liability with respect to any express warranties or responsibility for failure to comply with the terms of the Agreement.

## **12. Conciliation / Arbitration.**

12.1 Conciliation. If any dispute, controversy or claim arises out of or relates to the Agreement, and if conciliation would be helpful to resolution of such dispute, the parties agree first to try to settle the dispute by conciliation before resorting to arbitration. The parties agree that if such a dispute arises, they will notify the CITY of such dispute, and meet with the CITY in a good faith effort to settle the dispute by conciliation. Thereafter, any dispute, controversy or claim not resolved by conciliation shall be submitted to arbitration as provided in Section 12.2.

12.2 Arbitration. All claims or disputes between Owner and Contractor arising out of or related to the Work that either were not referred to conciliation or cannot be settled by conciliation shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement, and shall be made within thirty (30) Days after either the recommendation by the CITY that the dispute not be conciliated or termination of the parties' attempt to conciliate the dispute. The matter shall be referred to mediation for arbitration. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum, which is less than that which was offered in settlement by Contractor, the arbitrator may award reasonable costs and attorney's fees in favor of Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by Owner, the arbitrator may award reasonable costs and attorney's fees in favor of Owner. In all other cases, the Owner and the Contractor shall share costs equally. In the event any party refuses to arbitrate or to cooperate with the arbitrator by failing to prepare for an arbitration hearing within a reasonable time not less than thirty (30) days as determined with the discretion of the arbitrator following filing of a notice of demand to arbitrate by the other party pursuant to this Section 12.2, then such party shall be deemed in default of the Agreement and the non-defaulting party may pursue all available remedies at law and/or equity.

## **13. Insurance.**

13.1 Comprehensive General Liability. Contractor shall at all times during the term of the Agreement maintain Comprehensive General Liability insurance written on an occurrence (not claims-made) basis covering all operations on behalf of Owner, including operations under subcontracts, and providing insurance for personal injury liability, bodily injury liability, sickness,

disease or death of any persons and property damage liability, including loss of use, for a Combined Single Limit of \$1,000,000 for general liability, and including coverage for:

- (a) Premises and operations;
- (b) Products and completed operations;
- (c) Contractual Liability insuring the obligations assumed by Contractor in the Agreement;
- (d) Broad form property damage (including completed operations);
- (e) Explosion, collapse and underground hazards;
- (f) Personal injury liability; and
- (g) Independent contractors.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit, where applicable, shall apply separately to Contractor's work under the Agreement.

13.2 Worker's Compensation. Contractor and its subcontractors shall carry or require that there be carried Workers' Compensation for all its employees and those of its subcontractors in form and amount as required by California's Worker's Compensation Laws.

13.3 Evidence of Insurance. The evidence of insurance shall be Certificates of Insurance, with endorsements naming Owner, the City of Commerce, and the CITY as additional insured on said insurance policies. Such certificates shall provide that said policy or policies shall not be canceled or non-renewed until after a minimum of ten (10) Days prior written notice to the CITY.

13.4 Verification of Insurance. If the CITY wishes to verify the existence and effectiveness of the foregoing policies, Contractor agrees to furnish the CITY with the mailing address, or addresses, of such insurance company or companies as is appropriate and, further, consents to allow THE CITY and/or Owner the right to verify such policies.

**14. Permits.**

Contractor shall obtain and pay for all permits and licenses necessary for the execution of the Work.

**15. Codes.**

Contractor shall give all notices required by, and perform all the Work in conformance with, applicable laws, ordinances and codes of the local government, whether or not covered by the specifications and drawings for the Work. Contractor shall not be held responsible for pre-existing violations of any law including, but not restricted to, zoning or building codes or regulations. Before beginning the Work, Contractor shall examine the description of the Work for compliance with applicable laws, ordinances and codes for the new or replaced Work and shall immediately report any discrepancy to the CITY and Owner. Where the requirements of the Work fail to comply with such applicable laws, ordinances or codes for the new or replaced Work, Owner and the CITY shall adjust the Agreement by Change Order to conform to such laws, ordinances, or codes and make



appropriate adjustments to the contract price, unless waivers in writing covering the differences have been granted by the proper authorities.

**16. Safety of Persons and Property.**

16.1 Safety Precautions. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (a) employees on the Work and other persons who may be affected thereby;
- (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's subcontractors; and
- (c) other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Contractor shall cooperate with the Owner in this respect, and shall take all reasonable and necessary steps to minimize any such dirt, noise, dust, fumes, traffic or other problems or damage, to surrounding property or buildings attributable to any action by Contractor.

16.2 Notices. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

16.3 Barriers and Signs. The Contractor shall erect and maintain as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

16.4 Hazardous Materials or Devices. When use or storage of explosives or other dangerous materials or hazardous substances or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

16.5 Remedy of Damage or Loss. Contractor shall promptly remedy damage and loss to the Site or the improvements thereon caused in whole or in part by the Contractor, a subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Agreement except damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**17. Debris.**

Contractor shall keep the Site clean and orderly during the course of the Work and shall remove all debris at the completion of the Work. Materials and equipment that have been removed and replaced as part of the Work shall be removed from the Site promptly and before final payment unless Owner expressly instructs Contractor to the contrary.

**18. Assignment.**

Contractor shall not assign or transfer any of his rights, duties, benefits, obligations, liabilities or responsibilities under the Agreement without the prior written consent of Owner and the CITY. Any request for assignment shall be addressed to Owner and the CITY.

**19. Utility Services.**

19.1 Utilities Available. Any existing home utility service will be available to Contractor without charge, including: electric power; water; and telephone (if available and for local calls only). When Contractor must disconnect or otherwise interrupt such services, including plumbing fixtures, to effect repairs or replacement, the use or availability of such services shall not be deprived to Owner or occupant, unless Owner or occupant has been relocated, except during normal working hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays).

19.2 Disruptions. Where disruptions or disconnections will be other than during normal working hours, Contractor shall obtain approval of Owner and/or occupant, twenty-four (24) hours prior to such interruption.

**20. Occupancy.**

20.1 Site May Be Occupied. The Site may be occupied during the course of the Work unless an addendum stating otherwise is included with these General Conditions. Owner or its tenant will cooperate with Contractor in a reasonable manner to minimize interference with the Work, including abandonment of limited areas as may be essential to the conduct of the Work.



# AGENDA REPORT

**MEETING DATE:** January 21, 2014

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, REVIEWING AND ADOPTING THE POLICY FOR THE INVESTMENTS OF THE CITY OF COMMERCE FUNDS

**RECOMMENDATION:**

Approve and adopt the proposed Resolution reviewing and adopting the policy for the investments of the City of Commerce funds, and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**ANALYSIS:**

The City of Commerce's Investment Policy is reviewed annually by the City Council. The Finance Department continually reviews the policy for updating to meet state laws and local suitability. When changes in policy occur, the Finance Department brings all necessary changes back to City Council for approval. The policy, as presented, contains three changes from the policy that was presented January 22, 2013: 1) Under item XI. Reporting, the phrase "upon request" was added to the end of the first sentence; 2) Under item XI. Reporting, the last sentence "Additionally, as required by the Government Code, the investment reports dated December 31 and June 30 of each year shall be submitted to the California Debt and Investment Advisory Commission within 60 days of the close of the quarter." was deleted since we are no longer required to provide the report; 3) Under item XII. Investment Policy Review, the last sentence "The Investment Policy shall also be submitted annually to the California Debt and Investment Advisory Commission with the investment report." was deleted since we are no longer required to provide the policy.

The investment policy will continue to be reviewed on an annual basis.

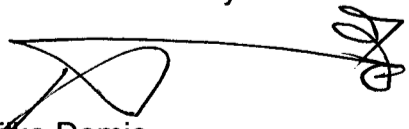
**FISCAL IMPACT:**

This activity can be carried out without additional impact on the current operating budget.

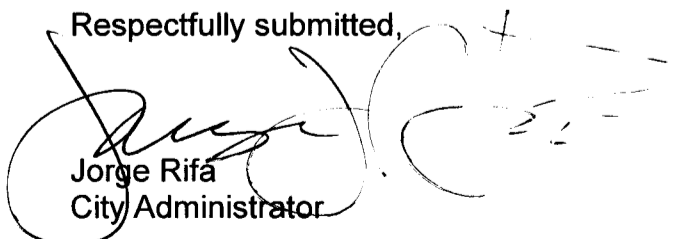
**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

The proposed Resolution is associated with Council's goal of growing revenues to ensure all expenses are being met so that we can remain fiscally responsible.

Recommended by:

  
Vilko Domic  
Director of Finance/City Treasurer

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Approved as to Form

A handwritten signature in black ink that reads "Eddie Olivo" with a stylized flourish at the end.

Eduardo Olivo  
City Attorney

Attachments: Resolution & Investment Policy

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, REVIEWING AND ADOPTING THE POLICY FOR THE  
INVESTMENTS OF THE CITY OF COMMERCE FUNDS

WHEREAS, Section 53646 of the State of California Government Code requires the annual review and adoption of an investment policy statement; and

WHEREAS, the City's investment policy has been written in compliance with all applicable laws and in accordance with guidelines provided by the Municipal Treasurer's Association of the United States and Canada; and

WHEREAS, the City of Commerce City Treasurer and Deputy City Treasurer have reviewed the current policy and determined that certain changes are required.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Commerce as follows:

Section 1. That the policy statement attached hereto is adopted as amended from the January 22, 2013 version by the following:

- a) Adding the phrase "upon request" to the end of the first sentence under XI. Reporting.
- b) Deleting the last sentence "Additionally, as required by the Government Code, the investment reports dated December 31 and June 30 of each year shall be submitted to the California Debt and Investment Advisory Commission within 60 days of the close of the quarter." under XI. Reporting.
- c) Deleting the last sentence "The Investment Policy shall also be submitted annually to the California Debt and Investment Advisory Commission with the investment report." under XII. Investment Policy Review.

Section 2. The City's Investment Policy will be examined and considered for re-adoption on an annual basis.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2014.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk



## CITY OF COMMERCE

### STATEMENT OF INVESTMENT POLICY

#### I. INTRODUCTION

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include the expeditious collection of revenue, cost-effective banking relations, and investment opportunity.

#### II. OBJECTIVES

- A. Safety: It is the primary duty and responsibility of the Treasurer to protect, preserve and maintain cash and investments placed in his/her trust on behalf of the citizens of the community.
- B. Liquidity: An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.
- C. Yield: Yield should become a consideration only after the basic requirements of safety and liquidity have been met.
- D. Prudence: The agency adheres to the guidance provided by the "prudent man rule," "investment shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

#### III. DELEGATION OF AUTHORITY

The City Council has delegated the responsibility of managing the investment program of the City to the City Treasurer. The only officials authorized to undertake investment transactions on behalf of the City are the City Treasurer, Deputy City Treasurer or their designee. Those authorized persons shall establish and carry out written procedures and internal controls for the operation of the investment program consistent with this investment policy.

IV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. The City Treasurer and Deputy City Treasurer are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission.

V. PUBLIC TRUST

Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

VI. INVESTMENT INSTRUMENTS

The authorized investment instruments to be utilized are:

- A. Securities of the U. S. Government, or its agencies.
- B. Certificate of Deposit placed with commercial Banks and Savings & Loans.
- C. Bankers Acceptance
- D. Commercial Paper
- E. Repurchase Agreements
- F. State of California Local Agency Investment Fund (LAIF)
- G. Money Market Mutual funds
- H. Other investments that are or may become legal investments through the California Government Code.

VII. INTERNAL CONTROLS

A system of internal control shall be established and documented in writing. Controls deemed most important include: Control of collusion, separation of duties, separating transaction authority from accounting, clear delegation of authority, minimizing the number of authorized Investment Officials and documentation of transactions.



VIII. BANKERS AND SECURITIES DEALERS

The Treasurer shall consider the credit-worthiness of institutions. The Treasurer shall continue to monitor financial institutions credit characteristics and financial history throughout the period in which agency funds are deposited or invested.

IX. SAFEKEEPING OF SECURITIES

The City shall have a safekeeping financial institution as an independent third party custodian of securities. Collateral should always be at safekeeping. The City shall not purchase from or sell securities to the financial institution responsible for safekeeping of the City's securities. Securities at safekeeping shall be held in the City's name.

X. RISK TOLERANCE

The Government Agency recognizes that investment risks can result from issuer defaults or carious technical complications. Portfolio diversification is employed as a way to control risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio.

XI. REPORTING

The Treasurer shall submit a monthly investment report to the Governing Body upon request. This report shall be submitted within 30 days of the end of the month and shall include all required elements of the monthly report as prescribed by Government Code Section 53646. Additional information may be included in the monthly report but it is not required by the Government Code.

XII. INVESTMENT POLICY REVIEW

The City's independent auditor's shall annually review and make recommendations regarding the City's investment policies to the extent considered necessary as required by generally accepted auditing standards as they relate to the annual financial audit which included cash and investments.

XIII. INVESTMENT POLICY ADOPTION

The City of Commerce Investment Policy shall be adopted annually by resolution of the City Council. The policy shall be reviewed annually by the City Treasurer and any modifications made thereto must be approved by the City Council.

## APPENDIX A GLOSSARY

**BANKERS ACCEPTANCES** are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high grade negotiable instrument. Acceptances are purchased in various denominations for 30 to 180 days. The interest is calculated on a 360 day discount basis similar to Treasury Bills. Local agencies cannot invest more than forty per cent of their surplus money in Bankers Acceptances.

**CERTIFICATES OF DEPOSIT** are time deposits with financial institutions which earn interest at a specified rate for a specified term and not to exceed 30% of surplus funds. Liquidation of the CD prior to maturity incurs a penalty. There is no secondary market for those instruments; therefore, they are not liquid. They are classified as public deposits and financial institutions are required to collateralize them.

Non-negotiable CD's of \$100,000 are insured respectively by the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Share Insurance fund (NCUSIF). Local agencies can now invest in certificate of deposits with banks for more than \$100,000 with full FDIC insurance coverage.

**COLLATERAL** is securities, evidence of deposits or other property which a borrower pledges to secure repayment of a loan. It also refers to securities pledged by a bank to secure deposits of public monies. In California, repurchase agreements, reverse repurchase agreements, negotiable CDs purchased at a California institution, and public deposits must be collateralized. Collateral acceptable to the City must be U.S. Treasury or Federal Agency issues. This type of collateral must equal 110% of the deposit being secured.

**COMMERCIAL PAPER** is a short term, unsecured, promissory note issued by a corporation to raise working capital. These negotiable instruments may be purchased at a discount to par value or interest bearing. Eligible commercial paper is issued by corporations organized and operating within the United States and having total assets in excess of \$500 million. This would include firms such as General Motors Acceptance Corporation, American Express, Bank of America, Wells Fargo Bank, et cetera.

Local agencies are permitted to invest in commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by nationally recognized statistical-rating organization. Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed 25 % of the local agency's surplus funds.

## DEPOSITS

**Interest-bearing active deposits** are money market accounts at a financial institution (i.e., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

A **Passbook savings account** is similar to an inactive deposit but without a fixed term. The interest rate is much lower than CD's, but the savings account allows flexibility. Funds can be deposited and withdrawn according to daily cash needs.

**FEDERAL AGENCY INSTRUMENTS** are issued by U.S. Government agencies or quasi-government agencies. These issues are guaranteed directly or indirectly by the United States Government. Examples of these securities are Federal Home Loan Bank (FHLB) notes, Federal National Mortgage Association (FNMA) notes, Federal Farm Credit Bank (FFCB) notes. Collateralized mortgage obligations issued by a federal agency may not be purchased by the City.

**LIQUIDITY** refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the spread between the bid and asked price is narrow and reasonably sized trades can be done at those quotes. U.S. Treasury bills are very liquid.

**LOCAL AGENCY INVESTMENT FUND (LAIF)** is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$30 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly via direct deposit to the LAIF account. The State keeps an amount for reasonable costs of making the investments, not to exceed one-quarter of one per cent of the earnings.

**MATURITY** is the date upon which the principal or stated value of an investment becomes due and payable.

**MUTUAL FUNDS** are referred to in the Government Code, Section 53601(k), as "shares of beneficial interest issued by diversified management companies." The Mutual Fund must be restricted by its by-laws to the same investments as the local agency by the Government Code. These investments are Treasury issues, Federal Agency issues, Bankers Acceptances, Commercial Paper, Certificates of Deposit and Repurchase Agreements. The quality rating and percentage restrictions in each investment category applicable to the local agency also apply to the Mutual Fund. Other restrictions apply.

**PORTFOLIO** is the term used to describe the collection or group of securities owned by an investor.

**PRINCIPAL** describes the original cost of a security. It represents the amount of capital or money which the investor pays for the investment.

**REPURCHASE AGREEMENTS** are short term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

**U.S. TREASURY ISSUES** are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

**Treasury Bills** are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**Treasury Notes** have original maturities of over one year up to ten years.

**Treasury Bonds** have original maturities of up to 30 years.

Approved by the City Council of the City of Commerce: \_\_\_\_\_



# AGENDA REPORT

MEETING DATE: January 21, 2014

**TO:** HONORABLE MAYOR & CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE CITY-COUNTY MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES

**RECOMMENDATION:**

Adopt the Resolution approving the City-County Municipal Law Enforcement Services Agreement with the County of Los Angeles authorizing the renewal of the Sheriff's Municipal Law Enforcement Agreement effective July 1, 2014 through June 30, 2019.

**MOTION:**

Move to approve the recommendation.

**OVERVIEW:**

Since the City's incorporation as a municipality, the City has preferred to provide law enforcement services through the Los Angeles County Sheriff's Department, its historical service provider prior to the incorporation of the Commerce Community.

Since incorporation, the City has contracted with the Los Angeles County Sheriff's Department through a series of successive agreements.

These agreements have generally included a five year term with an annual appropriation resolution adopted by the Council prior to the beginning of each individual fiscal year included within the current five year term.

The current agreement expires June 30, 2014. The recommended agreement attached to the resolution has a five year term which runs from July 1, 2014 through June 30, 2019.

The recommended agreement includes an administrator's dispute resolution procedure to address deployment (staffing issues). The agreement also identifies that indemnity and liability issues are addressed in separate agreements. Other changes and revisions that were made were largely ministerial.

This is a standard agreement which covers the forty plus cities in the County which have designated the Sheriff's Departments as their municipal law enforcement agency.

**FISCAL IMPACT/ALTERNATIVES:**

The City's current budget allocation for the Sheriff contract (FY 13/14) is approximately 5.796 million. As part of each budget year, the Council reviews the budget proposal from the Sheriff and approves the level of service.

**RELATIONSHIP TO STRATEGIC GOALS:**

The sheriff's law enforcement services are essential to maintain the community's quality of life.

Attachment: Resolution approving Law Enforcement Services Agreement.

Budget Impact Reviewed by:

  
Vilko Domic  
Director of Finance

Respectfully submitted by,

  
Jorge Rifa  
City Administrator

Approved as to Form:

  
Eduardo Olivo  
City Attorney

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE CITY-COUNTY MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES

WHEREAS, the City-Council of the City of Commerce engages the Los Angeles County Sheriff's Department as its general law enforcement agency; and

WHEREAS, the City-County Municipal Law Enforcement Services Agreement (the "Agreement") for such services is renewable in five year increments; and

WHEREAS, the current Agreement, entered into on September 8, 2009, expires on June 30, 2014; and

WHEREAS, the City Council desires to engage the Sheriff's Department as its general law enforcement agency for an additional five-year period.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City-County Municipal Law Enforcement Services Agreement for the period July 1, 2014 through June 30, 2019, is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of January, 2014.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF COMMERCE**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF COMMERCE**

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Los Angeles (hereinafter referred to as "County") and the City of Commerce (hereinafter referred to as "City").

**RECITALS**

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department (hereinafter referred to as "Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, such municipal law enforcement services agreements are authorized and provided for by the provisions of Section 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter,

State of California statutes, and the City municipal codes.

- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County.
- 2.6 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer of said

City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her performance under this agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 City, or its designated City representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.
- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) which may cause impairments in the consistent delivery of services. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify City of this change in advance. In the event that prior notice is not possible, City shall be notified of the change within two City business days. If monthly service

compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and City to discuss compliance and identify a plan for resolution. If City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime and/or staffing adjustments at no additional cost to the City, and/or City-initiated service suspensions. If the City determines it is unnecessary, City may waive either dispute resolution process discussed above.

- 3.4 A new Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto.
- 3.5 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement. The City may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, under the

procedures set forth in Paragraphs 3.4 and 3.5 above.

**4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said City, such local office or building may be used by the Sheriff's Department in connection with the performance of his duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

**5.0 INDEMNIFICATION**

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full

herein.

5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.

5.3 In the event the Board of Supervisors later approves a revised Assumption of Liability Agreement and/or Joint Indemnity Agreement, and the City executes the revised agreement; the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

## **6.0 TERM OF AGREEMENT**

6.1 The term of this Agreement shall be from July 1, 2014 through June 30, 2019, unless sooner terminated or extended as provided for herein.

6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

## **7.0 RIGHT OF TERMINATION**

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the



County.

- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

## **8.0 BILLING RATES**

- 8.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement.
- 8.4 The cost of other services requested pursuant to Paragraph 3.7 of this Agreement and not set forth in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

## **9.0 PAYMENT PROCEDURES**

- 9.1 The County, through the Sheriff's Department, shall render to said City within ten (10) calendar days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay

County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

## **10.0 NOTICES**

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Unit Commander  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Phone #:

10.3 Notices to City of shall be addressed as follows:

City of Commerce  
Attn: Jorge Rifa, City Administrator  
Address: 2535 Commerce Way, Commerce, Ca. 90040  
Phone #: 323-722-4805 ext.2215

#### **11.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 3.0, 4.3, 8.2, and 9.2 of this Agreement.

#### **12.0 AUTHORIZATION WARRANTY**

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

#### **13.0 ENTIRE AGREEMENT**

This Agreement, Attachment A, and any executed Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF COMMERCE**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy

CITY OF COMMERCE

By \_\_\_\_\_  
Mayor  
Joe Aguilar

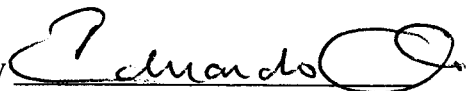
ATTEST:

By \_\_\_\_\_  
City Clerk  
Victoria M. Alexander

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO FORM:  
CITY ATTORNEY

By  \_\_\_\_\_



# AGENDA REPORT

DATE: January 21, 2014

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE "REPORT OF THE CITY COUNCIL OF THE CITY OF COMMERCE OF MEASURES TAKEN TO ALLEVIATE THE CONDITIONS PREVIOUSLY IDENTIFIED AND LEADING TO THE ADOPTION OF A MORATORIUM ON THE ESTABLISHMENT, USE AND OPERATION OF PAWNBROKER, SECOND HAND DEALER, AND MONEY BROKER BUSINESSES WITHIN THE CITY OF COMMERCE PURSUANT TO GOVERNMENT CODE SECTION 65858"

## RECOMMENDATION:

Approve the Resolution which approves the "Report of the City Council of the City of Commerce of Measures Taken to Alleviate the Conditions Previously Identified and Leading to the Adoption of a Moratorium on the Establishment, Use and Operation of Pawnbroker, Second Hand Dealer, and Money Broker Businesses within the City of Commerce Pursuant to Government Code Section 65858", and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

The City of Commerce (the "City") Municipal Code requires updating. Other cities which have previously permitted the establishment of pawnbrokers, second hand dealers, and money broker businesses, and alike, have recognized an increase in crime and have recognized amongst other things, that the market values, and aesthetic and visual qualities of properties near or adjacent to such businesses might be impaired. The City's Planning staff regularly receives inquiries related to the establishment of pawnshops, check cashing businesses, and cash-for-gold facilities. The City's Zoning Ordinance currently lacks the ability to regulate these types of uses. The City must study the potential impacts such facilities may have on the public health, safety, and welfare, and consider adopting regulations for them or prohibit them in the City.

The City Zoning Ordinance is currently set up in a way that allows for pawnbroker, second hand dealer, and money broker businesses to be established by right in the City's Commercial Manufacturing (C/M-1) and Light Industrial (M-1) zones, and pursuant to a Conditional Use Permit in the Heavy Industrial (M-2) zone. City staff has determined that the City's Municipal Code is in need of updating and is recommending that a study be done to recommend new standards as well as revisions to the existing Code sections in order for the City to be able to properly address applications for such uses.

The public process of updating the City's Code and adopting permanent regulations may be lengthy. The further establishment, use and operation of pawnbroker, second hand dealer, and money broker businesses during the process might frustrate the ultimate regulations adopted. Allowing such businesses to establish operations before the aforementioned Zoning Ordinance update process would be counterintuitive and would undermine the effort being undertaken. City staff and the City Attorney believe that it is necessary to preserve the status quo while the City considers permanent regulations.

ANALYSIS:

*Government Code* § 65858 (a) provides that an urgency measure in the form of an initial interim ordinance may be adopted without prior public notice by a four-fifths vote of the City Council. Such measures will be effective for 45 days following the date of adoption. *Government Code* § 65858 (a) further provides that, after notice pursuant to *Government Code* § 65090 and public hearing, the City Council may extend the interim ordinance for 10 months and 15 days and subsequently extend the interim ordinance for one year.

On December 17, 2013, the City Council adopted Urgency Ordinance No. 657, which imposed a 45-day moratorium on the establishment, use and operation of pawnbroker, second hand dealers, and money broker businesses within the City. *Government Code* § 65858(d) requires that the City Council issue a written report at least ten days prior to the expiration of the adoption of an interim ordinance or any extension, which describes the measures taken to alleviate the condition which led to the adoption of the ordinance. The proposed report, entitled "Report of the City Council of the City of Commerce of Measures Taken to Alleviate the Conditions Previously Identified and Leading to the Adoption of a Moratorium on the Establishment, Use and Operation of Pawnbroker, Second Hand Dealer, and Money Broker Businesses within the City of Commerce Pursuant to Government Code Section 65858" describes the measures taken thus far to alleviate the condition which led to the adoption of Ordinance No. 657.

City staff will provide notice pursuant to *Government Code* § 65090 that on February 4, 2014, the City Council will hold a public hearing to determine whether to extend the interim ordinance for 10 months and 15 days. Staff and the City Attorney's Office will prepare an ordinance that will extend the moratorium and will present it on February 4, 2014, for the City Council's consideration after the public hearing is completed.

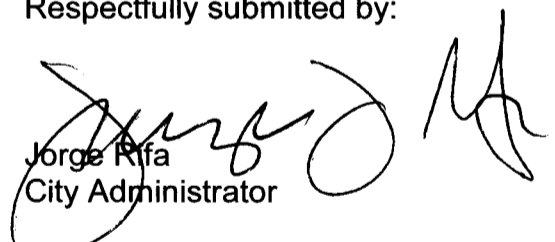
FISCAL IMPACT:

This activity can be carried out without additional impact on the current operating budget.

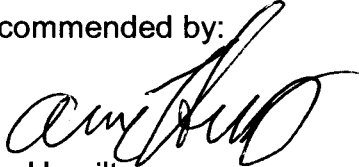
RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda report relates to the 2012 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce".

Respectfully submitted by:

  
Jorge Rifa  
City Administrator

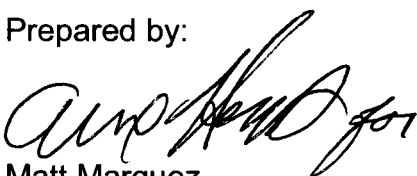
Recommended by:

  
Alex Hamilton  
Assistant Director of Community Development

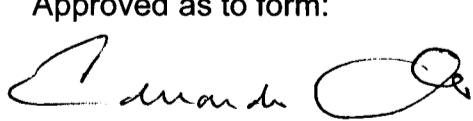
Fiscal impact reviewed by:

  
Villko Domic  
Director of Finance

Prepared by:

  
Matt Marquez  
City Planner

Approved as to form:

  
Eduardo Olivo  
City Attorney

Attachment: Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE "REPORT OF THE CITY COUNCIL OF THE CITY OF COMMERCE OF MEASURES TAKEN TO ALLEVIATE THE CONDITIONS PREVIOUSLY IDENTIFIED AND LEADING TO THE ADOPTION OF A MORATORIUM ON THE ESTABLISHMENT, USE AND OPERATION OF PAWNBROKER, SECOND HAND DEALER, AND MONEY BROKER BUSINESSES WITHIN THE CITY OF COMMERCE PURSUANT TO GOVERNMENT CODE SECTION 65858"

WHEREAS, the City of Commerce (the "City") City Code requires updating. The City's Planning staff regularly receives inquiries related to the establishment of pawnshops, check cashing businesses, and cash-for-gold facilities. The City's Zoning Ordinance currently lacks the ability to regulate these types of uses. The City must study the potential impacts such facilities may have on the public health, safety, and welfare, and consider adopting regulations for them or prohibit them in the City; and

WHEREAS, *Government Code* § 65858 (a) provides that an urgency measure in the form of an initial interim ordinance may be adopted without prior public notice by a four-fifths vote of the City Council. Such measures will be effective for 45 days following the date of adoption. *Government Code* § 65858 (a) further provides that, after notice pursuant to *Government Code* § 65090 and public hearing, the City Council may extend the interim ordinance for 10 months and 15 days and subsequently extend the interim ordinance for one year; and

WHEREAS, on December 17, 2013, the City Council adopted Urgency Ordinance No. 657, which imposed a 45-day moratorium on the establishment, use and operation of pawnbroker, second hand dealers, and money broker businesses within the City. *Government Code* § 65858(d) requires that the City Council issue a written report at least ten days prior to the expiration of the adoption of an interim ordinance or any extension, which describes the measures taken to alleviate the condition which led to the adoption of the ordinance. The proposed report, entitled "Report of the City Council of the City of Commerce of Measures Taken to Alleviate the Conditions Previously Identified and Leading to the Adoption of a Moratorium on the Establishment, Use and Operation of Pawnbroker, Second Hand Dealer, and Money Broker Businesses within the City of Commerce Pursuant to Government Code Section 65858" describes the measures taken thus far to alleviate the condition which led to the adoption of Ordinance No. 657; and

WHEREAS, City staff has provided notice pursuant to *Government Code* § 65090 that on February 4, 2014, the City Council will hold a public hearing to determine whether to extend the interim ordinance for 10 months and 15 days. Staff and the City Attorney's Office will prepare an ordinance that will extend the moratorium and will present it on February 4, 2014, for the City Council's consideration after the public hearing is completed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Section 1.The "Report of the City Council of the City of Commerce of Measures Taken to Alleviate the Conditions Previously Identified and Leading to the Adoption of a Moratorium on the Establishment, Use and Operation of Pawnbroker, Second Hand Dealer, and Money Broker Businesses within the City of Commerce Pursuant to Government Code Section 65858" is hereby approved.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk







# AGENDA REPORT

MEETING DATE: January 21, 2014

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, ACCEPTING THE WORK PERFORMED BY E.C. CONSTRUCTION COMPANY OF EL MONTE, CALIFORNIA, UNDER THE CITY OF COMMERCE STANDARD CONTRACT FOR CASH CONTRACT NO. 1113 – STATE FUNDED PROJECT NO. SR2SL-5362(013) SAFE ROUTE TO SCHOOL IMPROVEMENTS IN THE CITY OF COMMERCE

**RECOMMENDATION:**

Approve the Resolution accepting the work performed by E.C. Construction Company of El Monte, California, under the City of Commerce Standard Contract for Cash Contract No. 1113 – State Funded Project No. SR2SL-5362(013) Safe Route to School Improvements in the City of Commerce; filing the Notice of Completion with the County Recorder's Office of Los Angeles; and assigning the number next in order.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

On February 7, 2012, the City of Commerce approved the execution of Cash Contract No. 1113 – State Funded Project No. SR2SI-5362(013) Safe Route to School Improvements to E.C. Construction Company of El Monte, California.

On December 18, 2012, the City Council of the City of Commerce approved Safe Route to School Program modifications as recommended by the Traffic Commission.

On May 17, 2013, E.C. Construction Company concluded all construction activities. Final inspection of the project was completed by Transtech Engineers, Inc. The project was accepted by the Consulting City Engineer.

On January 3, 2014, the City of Commerce executed Contract Change Order (CCO) Nos. 1 and 2. CCO No.1 was required for adjustments in quantities of various items. CCO No. 2 deleted improvements on Atlantic/Jillson due to their inclusion in the Commerce Goods Movement Atlantic Boulevard Project funded in the 2013 Metro Call for Projects. These Change Orders accounted for adjustments in scope of work but do not have any fiscal impact to the City.

**ANALYSIS:**

After final inspection by Transtech Engineers, Inc., the work performed by E.C. Construction Company of El Monte, California, under the City of Commerce Standard Contract for Cash Contract No. 1113 – State Funded Project No. SR2SL-5362(013) Safe Route to School Improvements in the City of Commerce was accepted as being satisfactory and complete as of May 17, 2013. With the execution of Contract Change Order Nos. 1 and 2, the project is now complete.

**FISCAL IMPACT:**

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2010/11

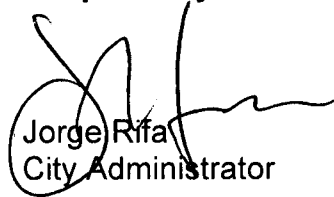
Capital Improvement Project Budget. As part of CIP budget, the City Council approved a project funding level of \$572,100, with a 10% City Match, as follows:

State Grant	\$514,890
City Match (General Reserves)	<u>\$ 57,210</u>
Total Funding	\$572,100

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**


The issue before the Council is applicable to the following Council's strategic goal: *"Improve and maintain infrastructure and beautify our community"* as identified in the 2012 Strategic Plan.

**Respectfully submitted,**



Jorge Rifa  
City Administrator

**Recommended and prepared by:**



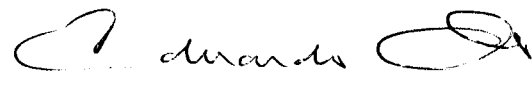
Alex Hamilton  
Assistant Director of Community Development

**Fiscal impact reviewed by:**



Vilko Domic  
Director of Finance

**Approved as to form:**



Eduardo Olivo  
City Attorney

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA ACCEPTING THE WORK PERFORMED BY E.C. CONSTRUCTION COMPANY OF EL MONTE, CALIFORNIA, UNDER THE CITY OF COMMERCE STANDARD CONTRACT FOR CASH CONTRACT NO. 1113 – STATE FUNDED PROJECT NO. SR2SL-5362(013) SAFE ROUTE TO SCHOOL IMPROVEMENTS IN THE CITY OF COMMERCE

WHEREAS, on February 7, 2012, the City of Commerce approved the execution of Cash Contract No. 1113 – State Funded Project No. SR2SI-5362(013) Safe Route to School Improvements to E.C. Construction Company of El Monte, California; and

WHEREAS, on December 18, 2012, the City Council of the City of Commerce approved Safe Route to School Program modifications as recommended by the Traffic Commission; and

WHEREAS, on May 17, 2013, E.C. Construction Company concluded all construction activities. Final inspection of the project was completed by Transtech Engineers, Inc. The project was accepted by the Consulting City Engineer; and

WHEREAS, on January 3, 2014, the City of Commerce executed Contract Change Order (CCO) Nos. 1 and 2. CCO No.1 was required for adjustments in quantities of various items. CCO No. 2 deleted improvements on Atlantic/Jillson due to their inclusion in the Commerce Goods Movement Atlantic Boulevard Project funded in the 2013 Metro Call for Projects. These Change Orders accounted for adjustments in scope of work, but do not have any fiscal impact to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. The work performed by E.C. Construction Company of El Monte, California, under the City of Commerce Standard Contract for Cash Contract No. 1113 – State Funded Project No. SR2SL-5362(013) Safe Route to School Improvements is accepted as being satisfactory and complete.

Section 2. City staff is authorized to file the “Notice of Completion” with the Los Angeles County Registrar Recorder/County Clerk’s Office and, thirty-five (35) days thereafter, to release the Labor and Materials Bond if requested by the bonding company for the subject contract and make final payment of the 5% retention to contractor.

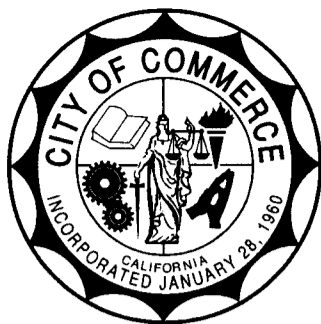
PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

MEETING DATE: January 21, 2014

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A REVISED AGREEMENT WITH INTEGRATED SECURITY, INC. AND REPEALING RESOLUTION NO. 13-141

**RECOMMENDATION:**

Approve and adopt the Resolution approving the revised agreement with Integrated Security, Inc. and repealing Resolution No. 13-141, and assign the next number in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND/ANALYSIS:**

On December 17, 2013, the City Council approved Resolution No. 13-141 which approved an agreement with Integrated Security, Inc. for the installation and/or upgrade of a high definition security system at all public facilities. After the agreement was approved, staff determined that additional site proposals from Integrated Security had inadvertently not been included in the agreement that had been approved and had not been addressed in the staff report to the City Council. The sites should have been encompassed by the agreement are as follows:

- Atlantic Branch Library – 2269 S. Atlantic Blvd., Commerce, California 90040
- Bandini Park – 4725 Astor Ave., Commerce, California 90040
- Commerce Central Library – 5655 Jillson St., Commerce, California 90040
- Central Receiving – 5626 Jillson St., Commerce, California 90040
- City of Commerce City Hall – 2535 Commerce Way, Commerce, California 90040
- Greenwood Library – 6134 Greenwood Ave., Commerce, California 90040
- Rosewood Park – 5600 Harbor St., Commerce, California 90040
- Commerce Senior Citizens Center – 2555 Commerce Way, Commerce, California 90040
- Commerce Teen Center – 5107 Astor Ave., Commerce, California 90040
- Commerce Central Library Temporary Mobile Unit – 5655 Jillson St., Commerce, California 90040
- Veterans Park – 6364 Zindell Ave., Commerce, California 90040

The prior agreement only covered seven of the above sites and was reported to cost a total of \$205,631.82. The additional sites caused the total agreement amount to be \$230,073.09, which is an increase of \$24,441.7. The revised amount is still within the approved allocation of \$250,000. Nevertheless, in order to properly approve the scope of the work for Integrated Security, a revised agreement needs to be approved that reflects the additional site proposals and the total amount of \$230,073.09.

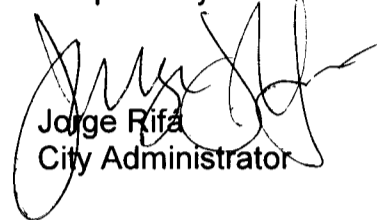
**AGENDA ITEM No. \_\_\_\_\_**

Integrated Security, a revised agreement needs to be approved that reflects the additional site proposals and the total amount of \$230,073.09.

**FISCAL IMPACT:**

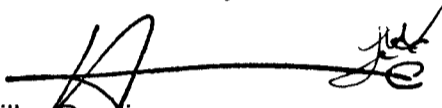
On October 15, 2013, the City Council approved an allocation of **\$250,000** for this project from FY 2012-13 year end surplus funds. The work required under this Agreement (excluding the Central Library Capital Improvement Project) totals **\$230,073.09**.

Respectfully submitted:



Jorge Rifa  
City Administrator

Recommended by:



Vilko Domic  
Director of Finance

Approved as to Form



Eduardo Olivo  
City Attorney

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING A REVISED AGREEMENT WITH INTEGRATED  
SECURITY, INC. AND REPEALING RESOLUTION NO. 13-141

WHEREAS, on December 17, 2013, the City Council approved Resolution No. 13-141 which approved an agreement with Integrated Security, Inc. for the installation and/or upgrade of a high definition security system at all public facilities. However, there were additional site proposals from Integrated Security that were inadvertently not included in the agreement; and

WHEREAS, the additional site proposals increase the total amount of the contract and must be included. A revised contract must now be approved to replace the old contract.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The revised Services Agreement between the City of Commerce and Integrated Security, Inc. is hereby approved. The Mayor is authorized to execute the Agreement for and on behalf of the City of Commerce.

Section 2. Resolution No. 13-141 which was approved on December 17, 2013 is hereby repealed.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria Alexander  
Deputy City Clerk





**THIS AGREEMENT** (the "Agreement") dated as of January \_\_\_\_\_, 2014 (the "Effective Date") is made by and between Integrated Security, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

**RECITALS**

WHEREAS, Consultant represents that it is specially trained, experienced and competent to perform the special services that will be required by this Agreement; and

WHEREAS, Consultant is willing to render such Services, as hereinafter defined, on the terms and conditions below; and

WHEREAS, on December 17, 2013, the City Council approved a services agreement with Consultant for some of the services covered by this Agreement. This Agreement includes an expanded scope of services and replaces the December 17, 2013 agreement.

**AGREEMENT**

1. Scope of Services and Schedule of Performance.

Consultant shall perform the services (the "Services") set forth in Exhibits A1 through A11, which are attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.

2. Term.

Except as otherwise provided by Section 20 hereof, the term of this Agreement shall be for a period commencing on the Effective Date until the completion by Consultant of all the Services, to the satisfaction of the City.

3. Compensation.

So long as Consultant is discharging its obligations in conformance with the terms of this Agreement, Consultant shall be paid a fee by the City in accordance with the fee schedule set forth in Exhibits A1 through A11 and with the other terms of this Agreement. The fees payable hereunder shall be subject to any withholding required by law.

Such fees shall be payable following receipt of an itemized invoice for services rendered. Consultant shall send and address its bill for fees, expenses, and costs to the City to the attention of the City Administrator. The City shall pay the full amount of such invoice; provided, however, that if the City or its City Administrator object to any portion of an invoice, the City shall notify Consultant of the City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice; the parties shall immediately make every effort to settle the disputed portion of the invoice.

4. Financial Records.

Consultant shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible. Consultant shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

5. Independent Contractor.

Consultant is and shall perform its services under this Agreement as a wholly independent contractor. Consultant shall not act nor be deemed an agent, employee, officer or legal representative of the City. Consultant shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of the City. Consultant has no authority to assume or create any commitment or obligations on behalf of the City or bind the City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between the City and Consultant. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Consultant undertakes under this Agreement.

6. Consultant to Provide Required Personnel; Subcontracting.

Consultant shall provide and direct the necessary qualified personnel to perform the Services required of, and from, it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the Services are rendered, and to the reasonable satisfaction of the City.

7. Responsible Principal and Project Manager.

Consultant shall have a Responsible Principal and a Project Manager who shall be principally responsible for Consultant obligations under this Agreement and who shall serve as principal liaison between the City and Consultant. Designation of another Responsible Principal or Project Manager by Consultant shall not be made without the prior written consent of the City.

8. City Liaison.

Consultant shall direct all communications to the City Administrator or his designee. All communications, instructions and directions on the part of the City shall be communicated exclusively through the City Administrator or his designee.

9. Licenses.

Consultant warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the Services, by all applicable regulating governmental agencies, and are in good standing with such applicable regulating governmental agencies.

10. Compliance with Laws.

Consultant shall, and shall ensure that its employees and its subcontractors, if any, comply with all applicable city, county, state, and federal laws and regulations (including occupational safety and environmental laws and regulations) in performing the Services and shall comply with any directions of governmental agencies and the City relating to safety, security, and the like.

11. Insurance.

Consultant shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance") which is attached hereto and incorporated herein by this reference, for the term provided herein.

12. Warranty and Liability.

Consultant warrants that the Services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the services were rendered. Consultant shall be liable for injury or loss caused by the negligence of, or breach of this warranty by Consultant, its employees, its subcontractors, if any, and/or its agents hereunder. This warranty survives the completion and/or termination of this Agreement.

13. Indemnification.

Consultant shall indemnify and hold the City and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and their respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by Consultant, its employees, its subcontractors or its agents in the performance of the Services hereunder. Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused solely from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14. Confidentiality.

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Consultant notifies the City of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

15. Ownership of Documents.

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the Services (collectively, "Products") shall become the sole property of the City and the City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of Consultant. In the event that this Agreement is terminated by the City, Consultant shall provide the City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of Consultant. Notwithstanding such ownership, Consultant shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

16. Data and Services to be Furnished by the City.

All information, data, records, reports and maps as are in possession of the City, and necessary for the carrying out of this work, shall be made available to Consultant without charge. The City shall make available to Consultant, members of the City's staff for consultation with Consultant in the performance of this Agreement. The City does not warrant that the information data, records, reports and maps heretofore to be provided to Consultant are complete or accurate; Consultant shall satisfy itself as to such accuracy and completeness. The City and Consultant agree that the City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

17. Covenant against Contingent Fees.

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, City or percentage from the award or making of this Agreement, except for subcontractors listed in this Agreement. For breach or violation of this warranty, the City shall have the right,

among other available legal remedies, to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Conflict of Interest.

Consultant covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000, *et seq.*) and all other laws, respecting this Agreement and that no Services shall be performed by either an employee, agent, or a subcontractor of Consultant, who has a conflict relating to the City or the performance of Services on behalf of the City.

19. Other Agreements.

Consultant warrants that it is not a party to any other existing agreement that would prevent Consultant from entering into this Agreement or that would adversely affect Consultant's ability to perform the Services under this Agreement. During the term of this Agreement, Consultant shall not, without City's prior written consent, perform services for any person, firm, or corporation other than City if such services could lead to a conflict with Consultant's obligations under this Agreement.

20. Termination.

This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- a. by the written mutual agreement of the parties hereto; or
- b. by the City, with or without cause, upon 5 days written notice to Consultant pursuant to Section 25 of this Agreement.

Upon receipt of a notice of termination, Consultant shall immediately cease all work and promptly deliver to the City the work product or other results obtained by Consultant up to that time. In the event of termination without cause by the City, the City shall pay Consultant for work completed prior to the date of such termination (based on the percentage of the overall work satisfactorily completed by Consultant in relation to the work required by the entire Agreement or the hours worked by Consultant, as applicable), provided such work is in a form usable by the City.

21. Waiver of Breach.

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the City Administrator and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such

waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to the City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of Consultant to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

22. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

23. Arbitration.

If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled through direct discussions, the parties agree to settle any disputes involving only monetary amounts less than \$100,000 by binding arbitration pursuant to the rules of the American Arbitration Association by an arbitrator sitting in Los Angeles County.

24. Attorneys' Fees.

In the event an arbitration or a judicial proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

25. Notices.

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For the City:

City of Commerce  
2535 Commerce Way  
Commerce, California 90040  
Attn: City Administrator

For Consultant:

Integrated Security, Inc.  
652 Anita St.  
Monrovia, California 91016  
Attn: President

Notice shall be deemed received three days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is effected.

26. Governing Law.

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

27. Severability.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

28. No Construction of Agreement against any Party.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any party on the basis such party drafted this Agreement or any provision thereof.

29. Entire Agreement and Amendments to Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by Consultant and the City.

30. No Representations Except as Expressly Stated in this Agreement.

Except as expressly stated in this Agreement, no party, nor its employees, agents or attorneys have made any statement or representation to any other party or its employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation and/or promise of any other party, its respective employees, agents or attorneys in executing this Agreement.

31. Counterpart Signatures.

This Agreement may be executed in one or more counterparts. When this Agreement has

been properly signed by an authorized representative of each of the parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

**IN WITNESS WHEREOF**, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

**CITY OF COMMERCE**

DATED: January \_\_, 2014

By: \_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk

**CONSULTANT**

DATED: January \_\_, 2014

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
By: Eduardo Olivo  
Title: City Attorney



**EXHIBIT - A1**

**INTEGRATED SECURITY  
Proposal**

**ATLANTIC BRANCH LIBRARY**  
2269 S Atlantic Blvd, Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty		Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	1	\$4010	\$4010
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	8	\$450	\$3600
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	8	\$150	\$1200
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	8	\$65	\$520
MONITOR	22 INCH SAMSUNG HIGH DEFINITION TV WITH 15FT HDMI CABLE	1	\$225	\$225
<u>Scope of work</u>	INSTALLATION OF NEW DVR SYSTEM UPGRADE AND NETWORK SETUP. REMOVE EXISTING SYSTEM AND INSTALL NEW SYSTEM. INSTALL 8 NEW CAMERAS		<b>Materials Total:</b>	\$9555
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	\$1550
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	\$11105.00
			<b>Materials Tax:</b>	\$907.72
			<b>TOTAL:</b>	<b>\$12012.72</b>

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Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

**INTEGRATED SECURITY  
Proposal**

**ATLANTIC BRANCH LIBRARY**  
2269 S Atlantic Blvd, Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.
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<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of \$1152 (\$96 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b>  _____	<b>Please initial</b>
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This estimate is valid for 30 days from the date of this proposal, which is at the bottom of the page.

1. By endorsing this proposal, Customer agrees to the following payment terms:
  - a. 50% of total estimate for first invoice - upon acceptance of the proposal so equipment can be ordered.
  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.

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Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

INTEGRATED SECURITY  
Proposal

ATLANTIC BRANCH LIBRARY

2269 S Atlantic Blvd, Commerce, CA 90040

- Customer agree to provide access to the office (or wherever the DVR is located) during the final phase of the installation (if night-time camera adjustments is necessary).
- The DVR's permanent installed locallion needs to be in a well-ventilated and air-conditioned room/area.
- If you wish to access your DVR remotely and do not already have a working internet line, please contact your DSL or CABLE high-speed Internet provider ASAP to order ONE dedicated internet connection, as sometimes this process may take up to a few weeks depending on the Internet provider's workload and schedule.

Note: We do NOT need a static IP address; our system's software will work with a regular dynamic IP address.

- Due to the large amount of data/images to be transferred over the internet, for optimum performance of the remote access software and monitoring purposes, the internet speed (at the site) should have an UPLOAD speed of 1 MB (or as close to this speed as possible).
- We do not include permit costs or government fees in our estimates unless this estimate specifically says otherwise.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Company Name Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Company Name Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Company Name Title

- Note: when placing your internet service order, please SPECIFY the exact LOCATION of where you need the internet line activated. (The point of connection needs to be in the same room as where the DVR will actually be stored).

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

EXHIBIT - A2

# INTEGRATED SECURITY Proposal

**BANDINI PARK**  
4725 Astor Ave, Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty	Total	Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 8 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	1	\$4010	\$4010
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS, 1080P HIGH DEFINITION RESOLUTION	16	\$450	\$7200
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE HDMI CABLE	1	\$200	\$200
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	1	\$65	1040
<b>Scope of work</b>	INSTALL NEW 1080P HIGH DEFINITION DVR SYSTEM AND NETWORK SETUP, REMOVE AND REPLACE ALL EXISTING CAMERAS. CABLE FOR EXISTING 19 INCH LCD TV WITH HDMI INPUT		<b>Materials Total:</b>	<b>\$12,450</b>
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	<b>\$2550</b>
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	<b>\$15000.00</b>
			<b>Materials</b>	<b>\$1182.75</b>
			<b>Tax:</b>	<b>\$1182.75</b>
			<b>TOTAL:</b>	<b><u>\$16182.75</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

# INTEGRATED SECURITY Proposal

**BANDINI PARK**  
4725 Astor Ave, Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.
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<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of \$2304 (\$192 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b>  _____	<b>Please initial</b>
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This estimate is valid for 30 days from the date of this proposal, which is at the bottom of the page.

1. By endorsing this proposal, Customer agrees to the following payment terms:
  - a. 50% of total estimate for first invoice - upon acceptance of the proposal so equipment can be ordered.
  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.
4. Customer agree to provide access to the office (or wherever the DVR is located) during the final phase of the installation (if night-time camera adjustments is necessary).

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

## INTEGRATED SECURITY Proposal

**BANDINI PARK**  
4725 Astor Ave, Commerce, CA 90040

5. The DVR's permanent installed location needs to be in a well-ventilated and air-conditioned room/area.
6. If you wish to access your DVR remotely and do not already have a working internet line, please contact your DSL or CABLE high-speed Internet provider **ASAP** to order ONE dedicated internet connection, as sometimes this process may take up to a few weeks depending on the Internet provider's workload and schedule.

Note: We do NOT need a static IP address; our system's software will work with a regular dynamic IP address.

7. Due to the large amount of data/images to be transferred over the internet, for optimum performance of the remote access software and monitoring purposes, the internet speed (at the site) should have an **UPLOAD** speed of 1 MB (or as close to this speed as possible).
8. We do not include permit costs or government fees in our estimates unless this estimate specifically says otherwise.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
  
 Signature Print Name

\_\_\_\_\_  
  
 Company Name Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
  
 Signature Print Name

\_\_\_\_\_  
  
 Company Name Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
  
 Signature Print Name

\_\_\_\_\_  
  
 Company Name Title

- Note: when placing your internet service order, please *SPECIFY* the exact *LOCATION* of where you need the internet line activated. (The point of connection needs to be in the same room as where the DVR will actually be stored).

[Type text]



EXHIBIT - A3

**INTEGRATED SECURITY  
Proposal**

**COMMERCE CENTRAL LIBRARY**

5655 Jillson St. Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty		Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	1	\$4010	\$4010
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	16	\$450	\$7200
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	16	\$153.12	\$2450
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	16	\$65	\$1040
MONITOR	32 INCH SAMSUNG HIGH DEFINITION TV WITH WALL BRACKET	1	\$450	\$450
<b>Scope of work</b>	HIGH DEFINITION SYSTEM UPGRADE. PHASE 1 PRE-WIRE DURING REMODEL. PHASE 2 INSTALL 16 NEW HD CAMERAS SYSTEM AFTER COMPLETION OF REMODEL.		<b>Materials Total:</b>	<b>\$15150</b>
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	<b>\$3250</b>
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	<b>\$18400.00</b>
			<b>Materials</b>	<b>\$1439.25</b>
			<b>Tax:</b>	
			<b>TOTAL:</b>	<b><u>\$19839.25</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

# INTEGRATED SECURITY Proposal

## COMMERCE CENTRAL LIBRARY

5655 Jillson St. Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.
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<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of \$2304 (\$192 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b> <input type="checkbox"/>	<b>Please initial</b>  
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This estimate is valid for 30 days from the date of this proposal, which is at the bottom of the page.

1. By endorsing this proposal, Customer agrees to the following payment terms:
  - a. 50% of total estimate for first invoice - upon acceptance of the proposal so equipment can be ordered.
  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.
4. Customer agree to provide access to the office (or wherever the DVR is located) during the final phase of the installation (if night-time camera adjustments is necessary).

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax



EXHIBIT - A4

**INTEGRATED SECURITY  
Proposal**

**CENTRAL RECEIVING  
5625 Jillson St. Commerce, CA 90040**

<b>Item #</b>	<b>HIGH DEFINITION SECURITY CAMERA UPGRADE</b>	<b>Qty</b>		<b>Total</b>
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	1	\$4010	\$4010
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	8	\$450	\$3600
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	8	\$225	\$1800
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	8	\$65	\$520
MONITOR	22 INCH SAMSUNG HIGH DEFINITION TV WITH 100ft HDMI CABLE	1	\$285	\$285
<b>Scope of work</b>	INSTALLATION OR SERVICE LABOR FOR 8 HIGH DEFINITION CAMERAS WITH 19 INCH LCD TV NETWORK SETUP FOR REMOTE VIEWING		<b>Materials Total:</b>	<b>\$10215</b>
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	<b>\$2650</b>
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	<b>\$12865.00</b>
			<b>Materials</b>	<b>\$970.42</b>
			<b>Tax:</b>	
			<b>TOTAL:</b>	<b><u>\$13835.42</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

# INTEGRATED SECURITY Proposal

**CENTRAL RECEIVING**  
5625 Jillson St. Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.
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<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of \$1152 (\$96 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b>	<b>Please initial</b>
		_____	

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1. By endorsing this proposal, Customer agrees to the following payment terms:
  - a. 50% of total estimate for first invoice - upon acceptance of the proposal so equipment can be ordered.
  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.
4. Customer agree to provide access to the office (or wherever the DVR is located) during the final phase of the installation (if night-time camera adjustments is necessary).
5. The DVR's permanent installed location needs to be in a well-ventilated and air-conditioned room/area.

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax





EXHIBIT - A5

**INTEGRATED SECURITY  
Proposal**

**CITY OF COMMERCE  
CITY HALL**

2535 Commerce Way, Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty		Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	2	\$4010	\$8020
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	24	\$450	\$10800
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE. (PLENIUM CABLE REQUIRED) SPECIAL NOTE	10	\$280	\$2800
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES. (PLENIUM CABLE REQUIRED) SPECIAL NOTE	24	\$116	\$2787
<u>Scope of work</u>	REMOVE AND REPLACE ALL EXISTING OLD CAMERAS TO NEW HD 1080P CAMERAS. PULL CABLE FOR 10 NEW LOCATIONS THROUGHOUT CITY HALL TO COVER AREAS DESIGNATED ON MAP		<b>Materials Total:</b>	\$24407
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	\$6750
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	\$31157.00
			<b>Materials Tax:</b>	\$2318.67
			<b>TOTAL:</b>	<b><u>\$33475.67</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

# INTEGRATED SECURITY Proposal

## CITY OF COMMERCE CITY HALL

2535 Commerce Way, Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.
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<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of \$3456 (\$288 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b>  _____	<b>Please initial</b>
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1. By endorsing this proposal, Customer agrees to the following payment terms:
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  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.
4. Customer agree to provide access to the office (or wherever the DVR is located) during the final phase of the installation (if night-time camera adjustments is necessary).

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax



EXHIBIT - A6

**INTEGRATED SECURITY  
Proposal**

**GREENWOOD LIBRARY**  
6134 Greenwood Ave. Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty		Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	1	\$4010	\$4010
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	8	\$450	\$3600
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	8	\$150	\$1200
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	8	\$65	\$520
MONITOR	22 INCH SAMSUNG HIGH DEFINITION TV WITH 15FT HDMI CABLE	1	\$225	\$225
<b>Scope of work</b>	INSTALLATION OF NEW DVR SYSTEM UPGRADE AND NETWORK SETUP. REMOVE EXISTING SYSTEM AND INSTALL NEW SYSTEM. INSTALL 8 NEW CAMERAS		<b>Materials Total:</b>	<b>\$9555</b>
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	<b>\$1550</b>
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	<b>\$11105.00</b>
			<b>Materials Tax:</b>	<b>\$907.73</b>
			<b>TOTAL:</b>	<b><u>\$12012.73</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

**INTEGRATED SECURITY  
Proposal**

**GREENWOOD LIBRARY**  
6134 Greenwood Ave. Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.

<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of \$1152 (\$96 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b>  _____	<b>Please initial</b>
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This estimate is valid for 30 days from the date of this proposal, which is at the bottom of the page.

1. By endorsing this proposal, Customer agrees to the following payment terms:
  - a. 50% of total estimate for first invoice - upon acceptance of the proposal so equipment can be ordered.
  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

# INTEGRATED SECURITY Proposal

## GREENWOOD LIBRARY

6134 Greenwood Ave. Commerce, CA 90040

- Customer agree to provide access to the office (or wherever the DVR is located) during the final phase of the installation (if night-time camera adjustments is necessary).
- The DVR's permanent installed location needs to be in a well-ventilated and air-conditioned room/area.
- If you wish to access your DVR remotely and do not already have a working internet line, please contact your DSL or CABLE high-speed Internet provider ASAP to order ONE dedicated internet connection, as sometimes this process may take up to a few weeks depending on the Internet provider's workload and schedule.

Note: We do NOT need a static IP address; our system's software will work with a regular dynamic IP address.

- Due to the large amount of data/images to be transferred over the internet, for optimum performance of the remote access software and monitoring purposes, the internet speed (at the site) should have an UPLOAD speed of 1 MB (or as close to this speed as possible).
- We do not include permit costs or government fees in our estimates unless this estimate specifically says otherwise.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Company Name Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Company Name Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Company Name Title

- Note: when placing your internet service order, please SPECIFY the exact LOCATION of where you need the internet line activated. (The point of connection needs to be in the same room as where the DVR will actually be stored).

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax



**EXHIBIT - A7**

# INTEGRATED SECURITY Proposal

**ROSEWOOD PARK**  
5600 Harbor St, Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty	Total	Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	2	\$4010	\$8020
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	32	\$450	\$14400
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	32	\$140.62	\$4500
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	32	\$75	\$2400
MONITOR	32 INCH SAMSUNG HIGH DEFINITION TV WITH WALL BRACKET	2	\$450	\$900
<u>Scope of work</u>	INSTALLATION OF 32 NEW HIGH DEFINITION CAMERAS. REMOVE EXISTING 28 CAMERAS AND INSTALL NEW CAMERAS. RE-CABLE FOR BOTH HIGH DEFINITION SYSTEM AND CAT 5E FOR FUTURE UPGRADES COMPLETE INFRASTRUCTURE THROUGHOUT CITY HALL TO COVER AREAS DESIGNATED ON MAP		<b>Materials Total:</b>	<b>\$30220</b>
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	<b>\$6350</b>
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	<b>\$36570.00</b>
			<b>Materials Tax:</b>	<b>\$2870.90</b>
			<b>TOTAL:</b>	<b><u>\$39440.90</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax





EXHIBIT - A8

**INTEGRATED SECURITY  
Proposal**

**COMMERCE SENIOR CITIZENS CENTER  
2555 Commerce Way, Commerce, CA 90040**

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty		Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	1	\$4010	\$4010
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	16	\$450	\$7200
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	16	\$153.12	\$2450
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	16	\$65	\$1040
MONITOR	32 INCH SAMSUNG HIGH DEFINITION TV WITH WALL BRACKET	1	\$450	\$450
<u>Scope of work</u>	INSTALLATION OR SERVICE LABOR FOR 16 HIGH DEFINITION CAMERAS WITH 32 INCH LCD TV, NETWORK SETUP FOR REMOTE VIEWING		<b>Materials Total:</b>	\$15150
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	\$2850
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	\$18000.00
			<b>Materials Tax:</b>	\$1439.25
			<b>TOTAL:</b>	<b>\$19439.25</b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

# INTEGRATED SECURITY Proposal

## COMMERCE SENIOR CITIZENS CENTER

2555 Commerce Way, Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.
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<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of \$2304 (\$192 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b>  _____	<b>Please initial</b>
--------------------------------	--	-------------------------	-----------------------

This estimate is valid for 30 days from the date of this proposal, which is at the bottom of the page.

1. By endorsing this proposal, Customer agrees to the following payment terms:
  - a. 50% of total estimate for first invoice - upon acceptance of the proposal so equipment can be ordered.
  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.
4. Customer agree to provide access to the office (or wherever the DVR is located) during the final phase of the installation (if night-time camera adjustments is necessary).
5. The DVR's permanent installed location needs to be in a well-ventilated and air-conditioned room/area.

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

**INTEGRATED SECURITY  
Proposal**

**COMMERCE SENIOR CITIZENS CENTER**

2555 Commerce Way, Commerce, CA 90040

6. If you wish to access your DVR remotely and do not already have a working internet line, please contact your DSL or CABLE high-speed Internet provider **ASAP** to order ONE dedicated internet connection, as sometimes this process may take up to a few weeks depending on the Internet provider's workload and schedule.

Note: We do NOT need a static IP address; our system's software will work with a regular dynamic IP address.

7. Due to the large amount of data/images to be transferred over the internet, for optimum performance of the remote access software and monitoring purposes, the internet speed (at the site) should have an UPLOAD speed of 1 MB (or as close to this speed as possible).
8. We do not include permit costs or government fees in our estimates unless this estimate specifically says otherwise.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

- Note: when placing your internet service order, please SPECIFY the exact LOCATION of where you need the internet line activated. (The point of connection needs to be in the same room as where the DVR will actually be stored).

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax



EXHIBIT - A9

**INTEGRATED SECURITY  
Proposal**

**COMMERCE TEEN CENTER**

5107 Astor Ave Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty		Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	1	\$4010	\$4010
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS,1080P HIGH DEFINITION RESOLUTION	16	\$450	\$7200
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	16	\$153.12	\$2450
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	16	\$65	\$1040
MONITOR	32 INCH SAMSUNG HIGH DEFINITION TV WITH WALL BRACKET	1	\$450	\$450
<u>Scope of work</u>	INSTALLATION OR SERVICE LABOR FOR 16 HIGH DEFINITION CAMERAS WITH 32 INCH LCD TV, NETWORK SETUP FOR REMOTE VIEWING		<b>Materials Total:</b>	\$15150
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	\$2850
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	\$18000.00
			<b>Materials Tax:</b>	\$1439.25
			<b>TOTAL:</b>	<b><u>\$19439.25</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax





**EXHIBIT - A10**

**INTEGRATED SECURITY  
Proposal**

**COMMERCE CENTRAL LIBRARY  
TEMPORARY MOBILE UNIT**

5655 Jillson St. Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty		Total
CAMERAS	CAMERAS FROM CENTRAL LIBRARY SYSTEM WILL BE USED.	16	0	0
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	16	\$100	\$1600
<u>Scope of work</u>	INSTALL CAMERA SYSTEM FOR TEMPORARY LIBRARY, 12 CAMERAS THROUGHOUT MOBILE UNITS AND 4 CAMERAS ON EOC SERVER BUILDING. REMOVE CAMERAS ONCE CENTRAL LIBRARY REMODEL IS COMPLETE.		<b>Materials Total:</b>	\$1600
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	\$2750
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	\$4350.00
			<b>Materials Tax:</b>	\$152.00
			<b>TOTAL:</b>	<b><u>\$4502.00</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

**INTEGRATED SECURITY  
Proposal**

**COMMERCE CENTRAL LIBRARY  
TEMPORARY MOBILE UNIT**

5655 Jillson St. Commerce, CA 90040

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

**EXHIBIT - A11**



# INTEGRATED SECURITY Proposal

**VETERAN PARK**  
6364 Zindell Ave, Commerce, CA 90040

Item #	HIGH DEFINITION SECURITY CAMERA UPGRADE	Qty	Unit Price	Total
DVR	HIGH DEFINITION 1080P WEBGATE VIDEO RECORDER 6 TERABYTES HARD DRIVE STORAGE, DVD BURNER HDMI OUTPUTS. CONTROL CENTER REMOTE SOFTWARE AND SMART PHONE APP SUPPORT	2	\$4010	\$8020
CAMERAS	VANDAL RESISTANT INFARED OUTDOOR DOME CAMERA 2.8-12mm AUTO IRIS LENS, 1080P HIGH DEFINITION RESOLUTION	32	\$450	\$14400
HARDWARE	CABLES, CONNECTORS, MISC HARDWARE.	32	\$140.62	\$4500
PRE-WIRE CAT5E	PRE-WIRE OPTION FOR CAT 5E NETWORK CABLE FOR FUTURE UPGRADES.	32	\$78.12	\$2500
MONITOR	32 INCH SAMSUNG HIGH DEFINITION TV WITH WALL BRACKET	2	\$450	\$900
LIFT RENTAL	LIFT RENTAL	1	\$450	\$450
<b>Scope of work</b>	INSTALLATION OF 32 NEW HIGH DEFINITION CAMERAS. REPLACE 32 CAMERAS AND INSTALL NEW CAMERAS. RE-CABLE FOR BOTH HIGH DEFINITION SYSTEM AND CAT 5E FOR FUTURE UPGRADES COMPLETE INFRASTRUCTURE		<b>Materials Total:</b>	<b>\$30770</b>
<b>Labor:</b>	LABOR AND SUPERVISION TO INSTALL ALL OF THE ABOVE EQUIPMENT		<b>Labor Total:</b>	<b>\$6200</b>
<b>Cash payment - Terms 50%/100% CASH</b>			<b>Sub Total:</b>	<b>\$36970.00</b>
			<b>Materials</b>	<b>\$2923.15</b>
			<b>Tax:</b>	<b>\$0.00</b>
			<b>TOTAL:</b>	<b><u>\$39893.15</u></b>

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax

# INTEGRATED SECURITY Proposal

**VETERAN PARK**  
6364 Zindell Ave, Commerce, CA 90040

<b>Warranty</b>	Labor is guaranteed for 3 months (which will cover any service call relating to the installed equipment, with the exception of vandalism). After the initial 3-month period, a labor fee of \$80/hr. will be charged for the time required to diagnose, fix or replace any equipment. Minimum 1-hr, with additional time billable in 15-min increments, plus any applicable equipment rental fees to reach the camera/system. Equipment is warranty for 1 year from date of installation.
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<b>Extended Labor Warranty</b>	<p>Optional yearly extended maintenance warranty is available at the cost of <b>\$4608</b> (\$384 per month, \$12 per camera)</p> <ul style="list-style-type: none"> <li>• <b>Service contracts elected during the time of initial equipment installation will qualify for extended equipment warranty during the period under contract up to a maximum of 5 years from time of installation. Year 6 will continue as a labor only maintenance plan, parts and equipment cost not included.</b></li> <li>• Warranty covers any service relating to installed equipment, with the exception of vandalism.</li> <li>• Quarterly inspections will be performed on all equipment and cameras as part of overall system maintenance.</li> <li>• Training and software installation for new users</li> <li>• Firmware and software upgrade as needed.</li> <li>• Video incident backup service (download and archive video footage)</li> <li>• Invoices not paid within 30 days of issuance will be void of product warranty.</li> </ul> <p>Service contracts elected after the time of initial equipment installation will not qualify for extended parts warranty. Only labor related cost will be covered. Any additional equipment installed during the period under maintenance contract will qualify for extended parts warranty up to three years from time of installation.</p>	<b>Yes</b>  _____	<b>Please initial</b>
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This estimate is valid for 30 days from the date of this proposal, which is at the bottom of the page.

1. By endorsing this proposal, Customer agrees to the following payment terms:
  - a. 50% of total estimate for first invoice - upon acceptance of the proposal so equipment can be ordered.
  - b. 100% of total estimate for final invoice - upon completion of installation.
2. Any change, deviation or alteration from the above scope or specifications of work (whether materials or labor) will be executed only upon a written change order for same, signed by both parties.
3. We make every effort to include all contingencies in our estimates. However, some conditions exist that are unforeseen. If an unforeseen condition arises that was not reasonably accounted for in this estimate, we will execute an additional cost change order to remedy the situation.

[Type text]

Integrated Security Inc, 652 Anita St Monrovia Ca 91016. 626-242-5899 phone, 888-315-7648 fax



## EXHIBIT B

### REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Consultant have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Consultant's obligations to provide indemnity under Section 13 of this Agreement.

Consultant shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$2,000,000 aggregate.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

1. Worker's Compensation.

Consultant shall carry and maintain a policy of worker's compensation in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

2. Additional Insureds.

The City, its officers, agents, officials, volunteers and employees must be named as additional insureds or as additional loss payees required by this Agreement. An endorsement to this effect shall be delivered to the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant.

3. Cancellation Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until

30 days after receipt by the City Administrator of the City of Commerce of the written notice of such cancellation or reduction of coverage.

4. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

5. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the City and authorized to issue said policy in the State of California.

6. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by Consultant subject to approval by the City, provided that such approval shall not be unreasonably withheld.

7. Payment of Premiums.

All premiums on insurance policies shall be paid by Consultant making payment, when due, directly to the insurance carrier, or in a manner agreed to by the City.

8. Evidence of Insurance and Claims.

The City shall have the right to hold the policies and policy renewals, and Consultant shall promptly furnish to the City all renewal notices and all receipts of paid premiums. In the event of loss, Consultant shall give prompt notice to the insurance carrier and the City. The City may make proof of loss if not made promptly by Consultant.





# AGENDA REPORT

DATE: January 21, 2014

TO: HONORABLE SUCCESSOR AGENCY

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCCE COMMUNITY DEVELOPMENT COMMISSION APPROVING THE PROPOSED "ROADWAY, ACCESS AND MAINTENANCE EASEMENT DEEDS" FOR THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

## RECOMMENDATION

Adopt the Resolution, which will approve the proposed roadway, Access and Maintenance Easement Deeds for the Washington Boulevard Widening and Reconstruction Project, and assign the number next in order.

## BACKGROUND AND OVERVIEW:

On July 29, 2005, as part of a special appropriation from Congresswoman Lucille Roybal- Allard, the City of Commerce (the "City") received \$2,400,000 for the Washington Boulevard Widening and Reconstruction Project (the "Project") under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

On January 25, 2007, the City submitted an application with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for their 2007 Call for Projects. The application requested \$17.8 million of the estimated \$32,000,000 required to perform all the improvements associated with widening and reconstructing Washington Boulevard (the "Project"). On September 27, 2007, the LACMTA Board of Directors approved a one-time grant of funds in the amount of \$13,362,000 for the Project. The Project boundaries are Washington Boulevard from westerly City limits (with Vernon) to the 1-5 Freeway.

On February 19, 2008, the City Council approved the execution of the Memorandum of Understanding (MOU) between the City and the LACMTA for the Project.

On July 1, 2008, the City Council approved the execution of the Trade Corridors Improvement Fund (TCIF) Project Baseline Agreement between the City and the California Department of Transportation, which secured \$5.8 million from the State of California to complete the Project.

On May 4, 2010, the City Council approved the Environmental Impact Report (EIR) for the Project.

On October 18, 2011, the City Council approved the execution of the Program Supplement Agreement No. N011 to the Administering State Agency Agreement between the City of Commerce and the State of California Department of Transportation (or Caltrans) for the Project.

On January 3, 2012, the City Council received a report and update on the Project. As stated in the report, on November 23, 2011, staff submitted a Pre-Award Letter to Caltrans for review and approval, as required prior to award of any professional services agreement over \$1,000,000.

On May 3, 2012, the City received a letter dated April 30, 2012, from Caltrans waiving the pre-award audit and authorizing the City to proceed with a professional services agreement for engineering and design services for the Project. The Caltrans letter provided that the total amount under the proposed agreement shall not exceed \$1,442,679 and that if the City and the consultant agree to increase or modify the terms of the agreement, a properly executed amendment would be required.

On June 19, 2012, the City Council awarded a Professional Services Agreement to RBF Consulting (RBF) for design and engineering services for the Project, in the amount of \$1,442,679. On December 4, 2012, the City Council approved the First Amendment to the Services Agreement with RBF Consulting for the Project. On April 2, 2013, the City Council approved the Second Amendment to the Services Agreement with RBF Consulting for the project. On July 16, 2013, the City Council approved the Third Amendment to the Services Agreement with RBF Consulting for the Project.

#### ANALYSIS:

The Project involves the reconstruction of Washington Boulevard from the 1-5 Freeway (on the east) to 350 feet west of Indiana Street (Commerce City Limit). The Project will add an additional lane in each direction, reconstruct the roadway in concrete, increase turning radius, install landscape medians, improve the railroad crossing (west of Commerce Way), upgrade traffic signals/street lighting, improve storm drain systems, install new curb & gutters, repair damaged sidewalks, install American Disability Act (ADA)-compliant ramps at intersections, and install new trees and directional signage.

The City requires two roadway, access and maintenance easements over property owned by the Successor Agency in order to satisfy ADA requirements in connection with the replacement and reconstruction of existing sidewalks and related roadway improvements for the Project. The properties had been acquired by the former redevelopment agency for the City:

- (1) 4909 East Washington Boulevard, APN # 5244-032-902, was acquired with the intent of removing blight and providing future development, job creation and retail development; and
- (2) 4560 East Washington Boulevard, APN # 5243-026-024, was acquired with the intent of removal of blight and provide future development, job creation and retail development.

As of July 19, 2013, Caltrans revised its current design standards for ADA access ramps and pedestrian path access within their right of way, making it necessary for additional revisions to the Project plans. RBF will modify the ADA ramps at 12 locations; modify the ADA channelized access routes at 1-5 FWY; and revise plan view and typical sections showing revised gradients; produce plan details and cross-sections for all 12 ADA ramps, revise Traffic Striping and Traffic Signal plans; and Revise Technical Specification to include new section required by Caltrans. The cost to perform these Caltrans-required revisions is estimated at \$15,700.

#### FISCAL IMPACT:

There is no fiscal impact associated with approving the easements. The easements allow for future sidewalk and roadway improvements that will increase value of the Property. This activity can be carried out without additional impact on the current operating budget.



RELATIONSHIP TO STRATEGIC GOALS:

The issue before the Council is applicable to the following Council's strategic goal:  
"Improve and maintain infrastructure and beautify our community" as identified in the  
2012 Strategic Plan.

Recommended by,

  
Alex Hamilton  
Interim Public Works &  
Development Services Director

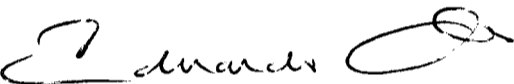
Recommended by,

  
Jorge Rifa  
Executive Director

Reviewed by,

  
Vilko Domic  
Finance Director

Approved as to form,

  
Eduardo Olivo  
Legal Counsel



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE  
COMMUNITY DEVELOPMENT COMMISSION APPROVING ROADWAY, ACCESS  
AND MAINTENANCE EASEMENT DEEDS FOR THE WASHINGTON BOULEVARD  
WIDENING AND RECONSTRUCTION PROJECT

WHEREAS, on July 29, 2005, as part of a special appropriation from Congresswoman Lucille Roybal-Allard, the City of Commerce (the "City") received \$2,400,000 for the Washington Boulevard Widening and Reconstruction Project (the "Project") under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and

WHEREAS, on January 25, 2007, the City submitted an application with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for their 2007 Call for Projects. The application requested \$17.8 million of the estimated \$32,000,000 required to perform all the improvements associated with widening and reconstructing Washington Boulevard (the "Project"). On September 27, 2007, LACMTA Board of Directors approved a one-time grant funds in the amount of \$13,362,000 for the Project; and

WHEREAS, on June 19, 2012, the City Council awarded a Professional Services Agreement to RBF Consulting (RBF) for design and engineering services for the Project. On December 4, 2012, the City Council approved the First Amendment to the Services Agreement with RBF Consulting for the Project. On April 2, 2013, the City Council approved the Second Amendment to the Services Agreement with RBF Consulting for the project. On July 16, 2013, the City Council approved the Third Amendment to the Services Agreement with RBF Consulting for the Project; and

WHEREAS, the Project involves the reconstruction of Washington Boulevard from the 1-5 Freeway (on the east) to 350 feet west of Indiana Street (Commerce City Limit). The Project will add an additional lane in each direction, reconstruct the roadway in concrete, increase turning radius, install landscape medians, improve the railroad crossing (west of Commerce Way), upgrade traffic signals/street lighting, improve storm drain systems, install new curb & gutters, repair damaged sidewalks, install American Disability Act (ADA)-compliant ramps at intersections, and install new trees and directional signage; and

WHEREAS, the City requires two roadway, assess and maintenance easements over property owned by the Successor Agency in order to satisfy ADA requirements in connection with the replacement and reconstruction of existing sidewalks and related roadway improvements for the Project. Both properties had been acquired by the former redevelopment agency for the City:

- (1) 4909 East Washington Boulevard, APN # 5244-032-902; and
- (2) 4560 East Washington Boulevard, APN # 5243-026-024; and

WHEREAS, Caltrans approval requires that all easements for the Project be completed. The City anticipates seeking Caltrans approval in early 2014.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMERCE  
COMMUNITY DEVELOPMENT COMMISSION DOES HEREBY ORDAIN AS  
FOLLOWS:

Resolution No. \_\_\_\_\_

Section 1. The City Council of the City of Commerce, in its capacity as the Successor Agency to the Commerce Community Development Commission hereby finds and determines that the recitals set forth above are true and correct.

Section 2. The Roadway, Access and Maintenance Easement Deed for property located at 4909 East Washington Boulevard, APN # 5244-032-902, is hereby approved. The Chairperson is authorized to execute the Easement Deed for and on behalf of the Successor Agency to the Commerce Community Development Commission.

Section 3. The Roadway, Access and Maintenance Easement Deed for property located at 4560 East Washington Boulevard, APN # 5243-026-024, is hereby approved. The Chairperson is authorized to execute the Easement Deed for and on behalf of the Successor Agency to the Commerce Community Development Commission.

Section 4. Successor Agency staff is directed to transmit this Resolution to the Oversight Board for the Successor Agency for its review and consideration of approval consistent with the requirements of AB x1 26 and AB 1484.

Section 5. The Successor Agency's Secretary shall certify to the adoption of this Resolution and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Joe Aguilar  
Chairperson

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Secretary

PARCEL NO.  
APN: 5243-026-024  
5243-026-023

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY OF COMMERCE  
2535 COMMERCE WAY  
COMMERCE, CA 90040  
Attn: City Clerk

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

EXEMPT FROM RECORDING FEE  
NO DOCUMENTARY TRANSFER TAX REQUIRED  
PURSUANT TO GOVERNMENT CODE SECTION 6103

**ROADWAY, ACCESS AND MAINTENANCE EASEMENT DEED**

For valuable consideration, receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a body corporate and politic, successor in interest and who took title as the REDEVELOPMENT AGENCY OF THE CITY OF COMMERCE, a body corporate and politic, ("Grantor")**, hereby GRANTS to the CITY OF COMMERCERCE, ("**Grantee**"), its contractors, employees, agents, successors and assigns, a perpetual, and exclusive easement in, on, and over that certain tract or parcel of land shown and described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Property**"), to construct, maintain, repair, operate, improve, replace, relocate, Passover, and remove roadway required improvements and related facilities over the parcel described. Grantee is responsible for maintenance, repair and replacements of any improvements Grantee places on the land described. Grantor agrees that there shall be no use of any property now owned or controlled by Grantor contiguous to the aforesaid easement and right-of-way that would interfere with, damage or endanger Grantee's public roadway and required facilities or the construction, maintenance, replacement, enjoyment, or use thereof.

This easement and all of the provisions hereof are binding upon Grantor's successors and assigns.

DATED: \_\_\_\_\_

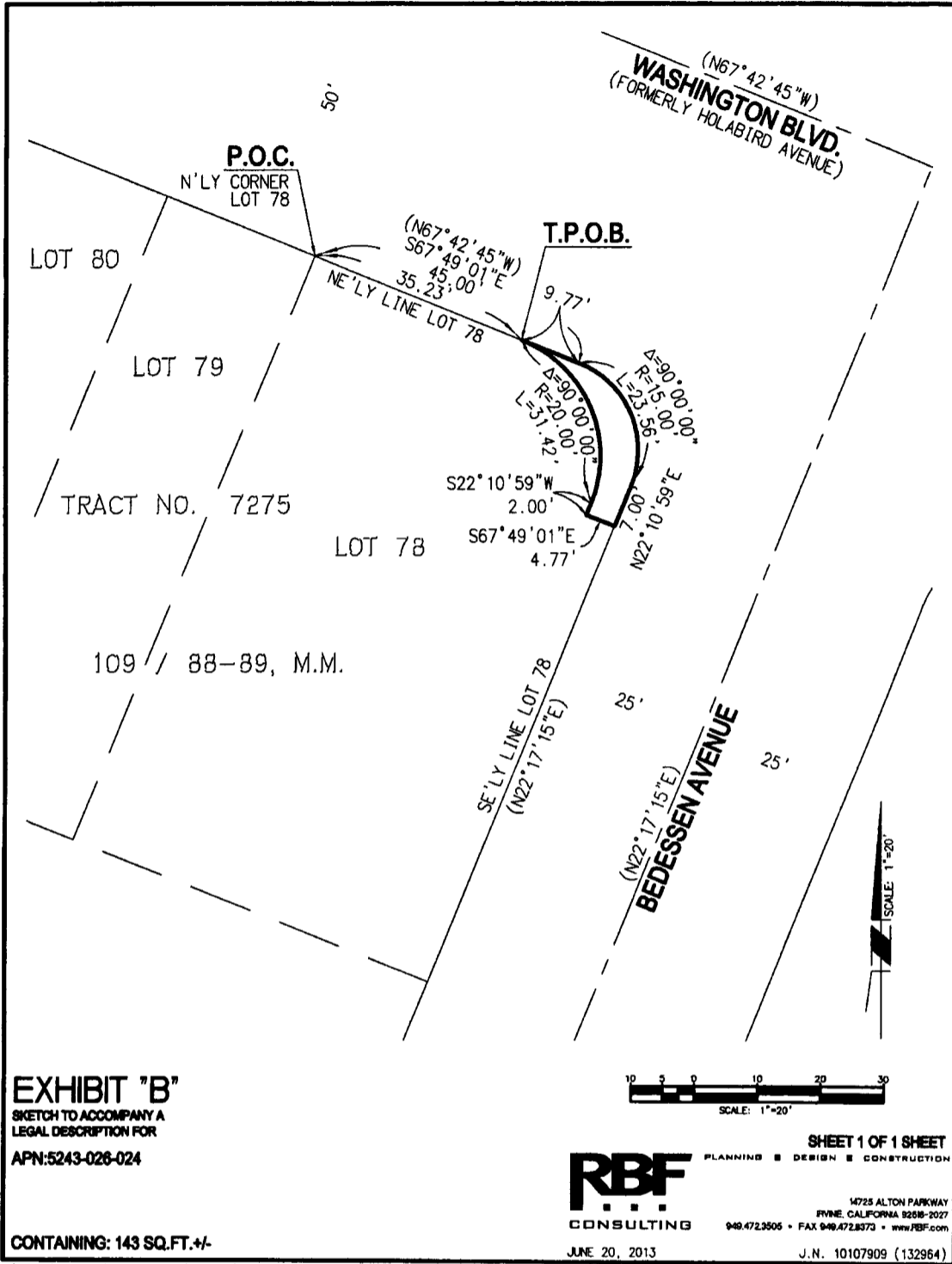
By: \_\_\_\_\_  
Joe Aguilar  
Chairperson  
Successor Agency to the  
Commerce Community Development  
Commission

01/16/2014



PARCEL NO. \_\_\_\_\_  
APN 5243-026-024  
5243-026-023

Exhibit "B"



H:\PDATA\10107909\CADD\MAPPING\EXHIBITS\7809-LGL10-105G.DWG CRIEHL 6/20/13 10:30 am

01/16/2014

PARCEL NO. \_\_\_\_\_  
APN **5243-026-024**  
**5243-026-023**

CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
NOTARY PUBLIC personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public [SEAL]

CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
NOTARY PUBLIC personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
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I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public [SEAL]



PARCEL NO. \_\_\_\_\_  
APN **5243-026-024**  
**5243-026-023**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing ROADWAY, ACCESS AND MAINTENANCE EASEMENT DEED from the **SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a body corporate and politic, successor in interest and who took title as the REDEVELOPMENT AGENCY OF THE CITY OF COMMERCE, a body corporate and politic**, to the CITY OF COMMERCE is hereby accepted by the undersigned on behalf of CITY OF COMMERCE pursuant to authority conferred by a resolution of the CITY OF COMMERCE and the grantee hereby consents to the recordation of this Easement Deed by its duly authorized officer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



PARCEL NO.  
APN: 5244-032-902

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY OF COMMERCE  
2535 COMMERCE WAY  
COMMERCE, CA 90040  
Attn: City Clerk

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

EXEMPT FROM RECORDING FEE  
NO DOCUMENTARY TRANSFER TAX REQUIRED  
PURSUANT TO GOVERNMENT CODE SECTION 6103

**ROADWAY, ACCESS AND MAINTENANCE EASEMENT DEED**

For valuable consideration, receipt of which is hereby acknowledged, **SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a body corporate and politic, successor in interest and who took title as the Commerce Community Development Commission, a body corporate and politic** (“Grantor”), hereby GRANTS to the CITY OF COMMERCE, (“Grantee”), its contractors, employees, agents, successors and assigns, a perpetual, and non-exclusive easement in, on, and over that certain tract or parcel of land shown and described in **Exhibit “A”** and depicted in **Exhibit “B”** attached hereto and incorporated herein by reference (the “Property”), to construct, maintain, repair, operate, improve, replace, relocate, passover, and remove roadway required improvements and related facilities over the parcel described. Grantee is responsible for maintenance, repair and replacements of any improvements Grantee places on the land described. Grantor agrees that there shall be no use of any property now owned or controlled by Grantor contiguous to the aforesaid easement and right-of-way that would interfere with, damage or endanger Grantee's public roadway and required facilities or the construction, maintenance, replacement, enjoyment, or use thereof.

This easement and all of the provisions hereof are binding upon Grantor's successors and assigns.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Joe Aguilar  
Chairperson  
Successor Agency to the  
Commerce Community Development  
Commission

01/16/2014

**Exhibit "A"**

**RBF Consulting  
14725 Alton Parkway  
Irvine, California 92618**

**June 20, 2013  
JN 10-107909 (132964)**

**EXHIBIT "A"**

**Page 1 of 1**

**LEGAL DESCRIPTION  
APN: 5244-032-902**

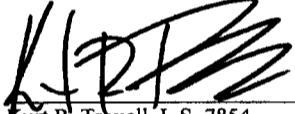
That certain parcel of land in the City of Commerce, County of Los Angeles, State of California, being a portion of Lots 564 and 565 of Tract No. 8047 as shown on a map thereof filed in Book 95, Pages 18 and 19 of Maps, in the Office of the County Recorder in said County, described as follows:

**COMMENCING** at the southerly corner of said Lot 564; thence along the southwesterly line of said Lot 564 North 67°49'01" West 3.25 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said southwesterly line and the southwesterly, westerly and northwesterly lines of said Lot 565 through the following courses: North 67°49'01" West 69.75 feet; thence North 22°49'01" West 9.90 feet; thence North 22°10'59" East 9.93 feet; thence leaving said northwesterly line South 67°55'23" East 1.57 feet; thence South 22°04'37" West 10.60 feet; thence South 67°33'10" East 75.16 feet; thence South 22°10'53" West 5.98 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** 465 Square Feet, more or less.

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

**EXHIBIT "B"** attached and by this reference made a part hereof.

  
Kurt R. Troxell, L.S. 7854  
6/20/2013  
Date





PARCEL NO. \_\_\_\_\_  
APN: **5244-032-902**

CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
NOTARY PUBLIC personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public [SEAL]

CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
NOTARY PUBLIC personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public [SEAL]

PARCEL NO. \_\_\_\_\_  
APN: **5244-032-902**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing ROADWAY, ACCESS AND MAINTENANCE EASEMENT DEED from the **SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a body corporate and politic, successor in interest and who took title as the COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a body corporate and politic (“Grantor”)** to the CITY OF COMMERCE is hereby accepted by the undersigned on behalf of CITY OF COMMERCE pursuant to authority conferred by a resolution of the CITY OF COMMERCE and the grantee hereby consents to the recordation of this Easement Deed by its duly authorized officer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_







# AGENDA REPORT

Meeting Date: January 21, 2014

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** PARTNERSHIP PROPOSAL WITH THE ROD DEDEAUX FOUNDATION

**RECOMMENDATION:**

At the request of Councilmember Ivan Altamirano and Councilmember Tina Baca Del Rio, the City Council will receive a presentation by Brett Dedeaux of the Rod Dedeaux Foundation for the consideration of establishing a partnership to raise funds for the renovation of the Veterans Park Stadium.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

In 1969, the Veterans Park Stadium was built with the designing assistance of the legendary USC and USA Olympic baseball coach Rod Dedeaux (February 17, 1914 – January 5, 2006). The stadium attracted several prominent teams around the Los Angeles area, including the USC Trojans Baseball team.

The Rod Dedeaux Foundation is interested in helping the City of Commerce renovate the Veterans Park Stadium. As requested by the Dedeaux Foundation, the City has identified priority needs for the baseball stadium which include; the rehabilitation of the field; replacement of the scoreboard; the rehabilitation of the spectator stands and dugouts; and, the replacement of the main sign that is visible from the 5 FWY.

**ANALYSIS:**

The Dedeaux Foundation was formed to continue Rod's spirit by supporting youth baseball and softball programs in underserved areas. Currently, inner-city baseball organizations are fighting for survival as public funding is drying up, coupled with the game's waning popularity with children in urban areas. Mr. Dedeaux was also the founder of Dart International, located here in the City of Commerce. Dart International employs a highly trained and experienced staff of transportation professionals able to assist its customers 24 hours day.


**FISCAL IMPACT:**

Based on the foundation's ability to raise funds for facility improvements, the City should not experience a fiscal impact to the current budget.

**RELATIONSHIP TO STRATEGIC GOALS:**

This item relates to Council's strategic goal of improving and maintaining city infrastructure in the City.

Recommended by:

  
Scott Wasserman  
Director of Parks and Recreation


Reviewed by:

  
Vilko Domic  
Director of Finance

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Approved as to Form:

  
Eduardo Olivo  
City Attorney

**AGENDA ITEM No.** 11





# AGENDA REPORT

Meeting Date: January 21, 2014

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** PRESENTATION FROM LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CAPTAIN JAMES WOLAK, OR HIS DESIGNEE, PERTAINING TO AN UPDATE ON THE BRISTOW PARK ACTION PLAN

**RECOMMENDATION:**

Receive and file.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City Council will receive a presentation from Captain James Wolak or his designee of the Los Angeles County Sheriff's Department pertaining to an update on the Bristow Park Action Plan that the City Council approved in November 2013.

**ANALYSIS:**

The City Council will receive and file the presentation from Los Angeles County Sheriff's Department Captain James Wolak or his designee pertaining to an update on the Bristow Park Action Plan.

**FISCAL IMPACT:**

This activity can be carried out without additional impact on the current operating budget.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This report relates to the 2012 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce," as it addresses a community public safety issue of concern.

Recommended by:

  
Patrick Malloy  
Interim Director of Safety & Community Services

Respectfully submitted by:

  
Jorge J. Rifa  
City Administrator

Approved As To Form:

  
Eduardo Olivo  
City Attorney

Agenda 2014-01 Presentation – LASD Update Bristow Park Action Plan

**AGENDA ITEM No.** 12





# AGENDA REPORT

Meeting Date: January 21, 2014

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** CIVIC AND SERVICE ORGANIZATIONS

**RECOMMENDATION:**

Provide policy direction to staff with respect to city's Civic and Service Organization Program

**MOTION:**

Approve the recommendation.

**BACKGROUND AND ANALYSIS:**

Since the 1960s, the Parks and Recreation Department has administered a program to recognize local groups as civic or service organizations, with the purpose of supporting community groups, nonprofit organizations, and clubs that serve Commerce residents. Organizations that meet specific criteria are entitled to privileges bestowed upon them by the City. Currently, there are 18 civic and 5 service organizations.

The criteria to become a civic or service organization is as follows:

- A. Civic and Service organizations must be located in the City of Commerce.
- B. Civic Organizations Only- must demonstrate a minimum of 51% residents in membership and all officers must be residents. Service organizations are not required to demonstrate any level of resident involvement in general membership or on the Board of Directors.
- C. Each organization must submit the required paperwork, which includes, 1) a current registration form, 2) current bylaws, and 3) a complete roster of all members.
- D. New organizations that are approved by the City Council have been placed on probationary status for a period of 12-months, during which time they have been required to provide quarterly reports to the Department of Parks and Recreation.

The benefits of being a recognized civic or service organization are as follows:

- A. Transportation- Civic and service organizations may use one bus per year, with a maximum mileage per trip of 220 miles (\$600 value).
- B. Printing – The city will assist in printing membership books, with exceptional costs charged to the organization.
- C. Use of Facilities- organizations may reserve meeting rooms, ball fields, and picnic areas, and other park amenities free of charge, on a first come, first served basis.

In fiscal year 2013, the value of all benefits to civic and service organizations was \$46,510, which includes the provision of 12 buses (\$7,200) and waived fees for meeting rooms and the use of other park amenities (\$39,310). A summary of bus and park amenity usage by each organization is attached for Council's reference (*please see Excel Spreadsheet*).

Prior to 2011, civic organizations received two buses per year and service organizations received one bus per year. However, in 2011, Council voted to limit the number of buses civic and service organizations may use, to one per year (maximum of 220 miles). Consequently, both civic and service organizations receive exactly the same benefits, although civic organizations are held responsible for serving at least 51% residents. There is no residency requirement for service organizations.

At its meeting of January 2, 2014, the Parks Commission voted to make the following recommendations to Council:

- 1) To eliminate the service category, since there is no residency requirement.

Council may wish to decertify the 5 existing service organizations immediately or to "grandfather" them in, while eliminating the category in the future. The Parks Commission recommends that Council eliminate the service category while providing a 6 month grace period for existing service organizations to make other arrangements for meeting rooms.

The 5 service organizations are:

- First Baptist Church of Commerce
- Girl Scouts of Greater Los Angeles
- St. Marcellinus Confraternity of Christian Doctrine
- The American GI Forum
- Los Angeles Communities advocating for Unity, Social Justice, and Action

If the service category is eliminated, some of these organizations may meet the residency requirements to become civic organizations.

- 2) To require groups wishing to organize special events/activities to seek Council's approval, if the activities will result in more than \$1,000 in unbudgeted expenses to the Parks and Recreation Department.

**FISCAL IMPACT:**

This item can be completed without any fiscal impact.

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item relates to Council's historic role of supporting community based organizations that serve Commerce residents. Collectively, these organizations create the fabric of the community, representing local churches, youth development and leadership services, service clubs, hobbies and leisure activities, seniors, philanthropic initiatives, and community leadership.

Recommended by:



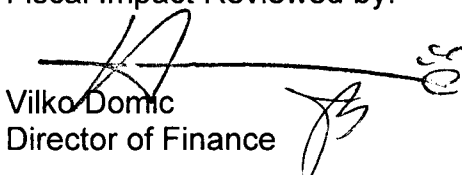
Scott Wasserman  
Director of Parks & Recreation

Respectfully Submitted,



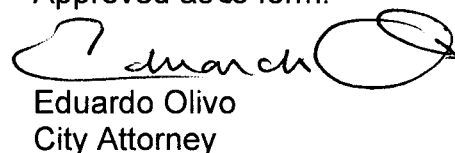
Jorge Rifa  
City Administrator

Fiscal Impact Reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney

CITY OF COMMERCE  
1/21/2014

<b>CIVIC ORGANIZATION</b>	<b>WAIVED BUS USAGE</b>	<b>WAIVED FACILITY FEES</b>
Asamblea Un Nuevo Comienzo	6/15/2013	no usage
Auld Lang Syne	4000 mile limit: 2600 remaining	\$4,800 mtg room/shelter use 48 days
Boy Scouts - Troop #473	no usage	\$2,000 mtg room/shelter use 20 days
Commerce Aquatics Booster Club	no usage	\$1,200 mtg room/shelter use 12 days
Commerce Evening Lions Club	8/20/2013	\$2,880 mtg room/shelter use 26 days plus extra hours
Commerce Garden Club	7/27/2013	\$1,300 mtg room/shelter use 13 days
Commerce Senior Citizens Club	5000 mile limit: 3264 remaining	\$1,200 mtg room/shelter use 12 days
Commerce Sister City Association	1/20/2013	\$2,400 mtg room/shelter use 24 days
Commerce Social Club	3000 mile limit: 2087 remaining	\$4,800 mtg room/shelter use 48 days
Divina Misericordia	no usage	no usage
Model City Democratic Club of Commerce	no usage	\$1,200 mtg room/shelter use 12 days
New Life Family Church	no usage	\$5,700 mtg room/shelter use 57 days
St. Marcellinus Altar Society	no usage	no usage
St. Marcellinus Holy Name Society	4/20/2013	no usage
Sociedad de San Vicente de Paul - St. Marcellinus	12/21/2013	no usage
Society of Our Lady of Guadalupe of St. Marcellinus	2/21/2013	no usage
United Family of Bristow	11/16/2013	\$4,200 mtg room/shelter use 42 days
<b>SERVICE ORGANIZATIONS</b>	<b>WAIVED BUS USAGE</b>	<b>WAIVED FACILITY FEES</b>
American G.I Forum	no usage	no usage
First Baptist Church of Commerce	no usage	no usage
Girl Scout of Greater Los Angeles	no usage	\$4,230 mtg room/shelter use 42 days plus extra hours
Los Angeles Communities Advocating for Unity, Social Justice & Action, Inc.	no usage	no usage
St. Marcellinus Confraternity of Christian Doctrine (CCD)	no usage	no usage
Woman's Club of Rosewood Park	11/15/2013	\$3,400 mtg room/shelter use 34 days

TOTALS \$7,200

\$39,310 = \$46,510





**CITY OF COMMERCE  
DEPARTMENT OF PARKS AND RECREATION**

**COMMERCE CIVIC ORGANIZATIONS  
OFFICIAL – 18  
2013 LIST**

**ASAMBLEA UN NUEVO COMIENZO**

President	Irma Garcia	4613 Triggs St.	269-8696
Vice-President	Irma Garcia	4613 Triggs St.	269-8696
Treasurer	Elizabeth Barraza	5252 Jillson St.	263-5862
Secretary	Olivia Garcia	5252 Jillson St.	263-5862

**AULD LANG SYNE CLUB**

President	Nellie Zepeda	5447 Village Dr.	722-4415
Vice-President	Molly Mora	2433 Senta Ave.	728-2995
Treasurer	Isabella Caldera	5101 Jillson St.	269-2372
Secretary	Margie Espinoza	2553 Leo Ave.	728-8514

**BOY SCOUTS – TROOP #473**

President	Petra Perez	1427 S. Sydney Dr.	262-1936
Vice-President	Maria Contreras	4497 Lovett St.	(213) 220-8926
Treasurer	Maria Contreras	4497 Lovett St.	(213) 220-8926
Secretary	Maria Ramirez	1274 S. Marianna	246-9012

**COMMERCE AQUATICS BOOSTER CLUB**

President	Fermin Padilla	1542 S. Concourse Ave.	496-4884
Vice-President	Sergio Jimenez	7167 Kuhl Dr.	717-9080
Treasurer	Salvador Orozco	2507 Travers Ave.	246-7954
Secretary	Jose Cisneros	2407 Wilma Ave.	527-4451

**COMMERCE EVENING LIONS CLUB**

President	Carlos Vasquez	6518 Ferguson Dr.	405-5599
Vice-President	Joe Aguilar	2547 Leo Ave.	394-1121
Treasurer	Gloria Marquez	2252 Cowlin Ave.	264-3767
Secretary	Isabel Diaz	5027 Nobel St.	337-3522

**COMMERCE GARDEN CLUB**

President	Jose L. Zambrano	5604 Mission Way	727-6727
Vice-President	Mary Suarez	2520 Kurt Ave.	722-5385
Treasurer	Norma Damas	2447 Senta Ave.	915-3452
Secretary	Javier Vasquez	6518 Ferguson Dr.	724-3593

**COMMERCE SENIOR CITIZENS CLUB**

President	Hope Perez	2438 Gaspar Ave.	721-0192
Vice-President	Connie Ochoa	5546 E. Village Dr.	726-9166
Treasurer	Rod Gallegos	5024 Harbor St.	263-6240
Secretary	Virginia Torres	2313 Hepworth Ave.	262-7643

**COMMERCE SISTER CITY ASSOCIATION**

President	Javier Vasquez	6518 Ferguson Dr.	724-3593
Vice-President	Jose Zambrano	5604 Mission Way	727-6727
Treasurer	Damaris Gonzalez	3522 Travis Ave.	721-5720
Secretary	Agustin Barragan	5554 Pueblo Ct.	727-1067

**COMMERCE SOCIAL CLUB**

President	Raul Elenes	6955 Agra St.	562-928-2861
Vice-President	Connie Ochoa	5547 E. Village Dr.	726-9166
2 <sup>nd</sup> Vice-President	Beret Norsworthy	6301 Emil Ave.	562-928-8207
Treasurer	Rod Gallegos	5024 Harbor St.	263-6240
Secretary	Julie McGee	4931 Astor Ave.	263-4391

**\*\*DIVINA MISERICORDIA**

President	Nabor Solano	2349 Stong Ave.	213-448-3021
Vice-President	Julio Varela	5816 Bartmus St.	726-0185
Treasurer	Esteban Equihua	1500 Duncan Ave.	434-4374
Secretary	Liz Ramirez	2229 Wilma Ave.	263-2200

**MODEL CITY DEMOCRATIC CLUB OF COMMERCE**

President	Art Gonzalez	4818 Leonis St.	356-1156
Vice-President	John Diaz	5027 Nobel St.	562-858-2995
Treasurer	Patricia Ortiz	2243 Fairgrounds Ave.	724-0874
Secretary	Diane Bagne	5444 E. Pueblo Ct.	728-1805

**NEW LIFE FAMILY CHURCH**

President	Henry Salazar	5051 Astor Ave.	551-8901
Vice-President	Randy Romero	4989 Astor Ave.	712-4241
Treasurer	Barbara Salazar	5051 Astor Ave.	509-7495
Secretary	Melissa Romero	4989 Astor Ave.	470-8424

**ST. MARCELLINUS ALTAR SOCIETY**

President	Beatriz Garcia	5517 Mission	490-7689
Vice-President	Teresa Gaytan	5511 Pueblo Ct.	-
Treasurer	Oneida Espejo	2542 Kurt Ave	721-0360
Secretary	Mary Lou McKeever	5535 Pueblo Ct.	400-7288

**ST. MARCELLINUS HOLY NAME SOCIETY**

President	Robert C. Fierro	2573 Boris St.	838-5463
Vice-President	Aaron Yanez	1500 S. Duncan Ave.	717-6820
Treasurer	Rudy Torres	2313 Hepworth St.	262-7643
Secretary	Lori Martinez	5101 E. Washington Blvd.	695-5639

**\*\*SOCIEDAD DE SAN VICENTE DE PAUL – ST. MARCELLINUS**

President	Rosa Garcia	2508 Kurt Ave.	695-3862
Vice-President	Elsa Gomez	5022 Quigley Ave.	501-6877
Treasurer	Martha Salazar	5575 Joaquin Ct.	533-7729
Secretary	Patricia Cebreros	2127 Cowlin Ave.	812-2907

**SOCIETY OF OUR LADY OF GUADALUPE OF ST. MARCELLINUS PARISH**

President	Julia M. Garcia-Sironi	2362 Cowlin Ave.	213-300-2612
Vice-President	Alejandra Duarte	2518 Travers Ave.	721-6656
Treasurer	Analicia Ortega	2523 Travers Ave.	201-1505
Secretary	Diana Quintana	2518 Travers Ave.	818-389-3593

**UNITED FAMILY OF BRISTOW**

President	Beatriz Mancia	5573 Pueblo Ct.	350-2134
Vice-President	Erika Galvan	1333 S. McBride Ave.	516-8599
Treasurer	Alberto Mafud	4465 Triggs St.	266-0538
Secretary	Leticia Hernandez	1442 S. Duncan Ave.	202-3054

**WOMAN'S CLUB OF ROSEWOOD PARK**

President	Sandra Cornejo	2453 Senta Ave.	726-8170
Vice-President	Olga Macias	4023 E. 60 <sup>th</sup> St., Huntington Park	773-1572
Treasurer	Louise Barragan	1301 Carob Way, Montebello	420-5818
Secretary	Consuelo Bonada	1539 S. Miracle	728-8235

**\*\*There are two probationary Civic Organizations.**

**CITY OF COMMERCE  
DEPARTMENT OF PARKS AND RECREATION**

**COMMERCE SERVICE ORGANIZATIONS  
OFFICIAL – 5  
2013 LIST**

**AMERICAN GI FORUM**

President (Commander) Howard Hernandez	2741 Via Paseo #4, Montebello 90640	213-305-0009
Vice-President (1 <sup>st</sup> Vice Commander) Armando Rosa Jr.	5032 Harbor St.	262-8727
Treasurer Sal Raigosa, Jr.	5905 Adele Ave., Whittier 90606	562-695-7376
Secretary (2 <sup>nd</sup> Vice Commander) Paul Figueroa	2229 Cowlin Ave.	316-6445

**FIRST BAPTIST CHURCH OF COMMERCE**

President Victor Vega Sr.	5102 Kinsie St.	310-560-3168
Vice-President Daniel Rosales	14526 Fairford, Norwalk	562-544-6621
Treasurer Simon Campos	461 So. McBride Ave. L.A., 90022	565-2824
Secretary Victoria Hernandez	6008 Jillson St.	823-3384

**GIRL SCOUT OF GREATER LOS ANGELES**

President Nicky Ann Leon	7224 Paseo Del Rio	562-776-0113
Vice-President Gina Vela	5026 Gafford St.	262-3977
Treasurer Jennifer Bontrager Martinez	2579 Boris Ave.	793-0835
Secretary Aurora Branch	5570 E. Pueblo Ct.	728-1486

**\*\*LOS ANGELES COMMUNITIES ADVOCATING FOR UNITY, SOCIAL JUSTICE AND ACTION, INC.**

President Richard Askew	5400 E. Olympic Blvd. #210 L.A., 90022	626-660-4450
Vice-President vacant		
Treasurer Delmy Lopez	5400 E. Olympic Blvd. #210 L.A., 90022	481-0804
Secretary vacant		

**ST. MARCELLINUS CONFRATERNITY OF CHRISTIAN DOCTRINE (C.C.D.)**

President Mary Lou McKeever	5535 Pueblo Ct.	720-1150
Vice-President Alejandra Duarte	2518 Travis Ave.	243-1675
Treasurer Humberto Ramos	2349 Strong Ave.	269-2733
Secretary Maria Larios	2420 Commerce Way	722-0089

**\*\*There is one probationary Service Organization.**



# AGENDA REPORT

DATE: January 21, 2014

TO: HONORABLE CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
SUBJECT: UPDATE ON THE STATUS OF THE GREEN ZONES PROJECT AND PROVIDE COUNCIL DIRECTION ON NEXT STEPS

## RECOMMENDATION:

That the City Council receive and file an update from staff on the status of the Green Zones Project and provide direction on next steps.

## MOTION:

Move to approve the recommendation.

## BACKGROUND AND DISCUSSION:

On November 5, 2013 the Commerce City Council received an update from the Green Zones Working Group. At that time, the City Council adopted the strategies contained in the Green Zones Working Group Report as outlined in the Recommendations Matrix in the Report. This report included four key strategies which are objectives for moving forward: prevention, reduction, revitalization, and reinvestment. While there was a general consensus on most of the recommendations by the Working Group, there was still no consensus on comprehensive changes to the zoning ordinance proposed by some members of the group.

At this Council meeting, it was the desire of the City Council, that the Working Group continue its commitment to build and maintain consensus on items as this effort moves forward. Given the extent of the information contained in the Green Zones Working Group including the Recommendations Matrix, it is the consensus of the Working Group that a study session with City Council be conducted to review the Matrix to ensure a clear understanding of each item as well as to continue to provide Council direction on areas of focus and importance to the community as a whole.

Staff anticipates the first City Council study session could take place in the very near future. In preparation of this study session, a key action item is as follows:

- City Council review of the Green Zones Working Group Report and the Recommendations Matrix and discussion of implementation strategies including a prioritization of activities based on allocation of resources and importance to all of the community stakeholders.

Going forward, implementation strategies that involve comprehensive changes to the zoning ordinance must be guided by and take into account the following:

### Planning Vision

- What is the long range vision (from a land use perspective) of the City? The City General Plan (Commerce 2020 Plan), which was adopted in 2008, is the relevant framework document for this question. However, many of the items evaluated by the Working Group have identified specific zoning considerations which relate to land use. Every land use has advantages and disadvantages. With industrial land use accounting of over 60% of the

uses in the City, there are a significant number of jobs and businesses devoted to some form of industrial, manufacturing or processing activities. In addition, goods movement and warehousing has been an emerging industry in Commerce for some time and the demand for new state of the art warehouse building space (Class A) is likely to intensify over time.

- Further discussion on defining “green” and “green business”. This should include some examples for existing businesses here in the City of Commerce. The key question will be of course: “are they green”? In discussing this topic with experts in the land use field, a key point has been made about “green business practices” vs. “green production”. For example, many businesses utilize energy efficient equipment and alternative energy technology including solar panels, highly efficient cooling equipment, cool roofing, insulation, and the like, to reduce their “carbon footprint” while helping to minimize or control their cost of production and respond to consumer or business expectations. The City recognizes that more can be done to promote, encourage, and incentive these practices. This is of course different from those businesses that produce “green items”. For example, while the use of solar panels has obvious benefits to the environment, the production of the panels (like every other manufacturing process) involve the creation of waste streams or by-products that generate some environmental considerations. There are trade off’s in manufacturing processes and there is never a completely benign manufacturing process that is free of by-products. These are key considerations in better developing and refining a vision for the Green Zones discussion.
- Discussion on the potential for commissioning a public opinion survey to find out what really matters to community members and what they believe the future of the City should include.
- Discuss the potential for a “growth management strategy”. This is of course contingent upon the establishment of a long range land use vision for the City.

### **Economic Considerations**

- Impacts to existing and future businesses. The City needs to understand what businesses are already here and what they do. It would also be advantageous to better understand the extent of “business to business” transactions in the City. For example, a product manufacturer or processor may purchase goods and services from other local businesses in Commerce for use in their manufacturing process.
- An economic analysis (including market study) of the City must be done of to identify existing market conditions including vacancy rates, the condition of building stock and expected life cycle of existing buildings, market demand by product type, emerging trends, advantages/disadvantages of Commerce, the number of jobs created by use type and value of payroll, property tax generated to the City, as well as sales/use tax generation.
- Information like this can be used to assess what impact zoning changes would have on the City’s “position” in the region; conversely if the City reaches a “tipping point” in terms of new regulations, what incentives can it offer to encourage those uses it wants while discouraging what it doesn’t want.

**Environmental Considerations (continued)**

- The City needs to better understand the local significance of the recently completed Gateway Cities Air Quality Action Plan including the advantage of a partnership or collaboration with Gateway Cities and our neighboring cities to implement applicable provisions of the plan.
- The City needs to obtain, review and understand actual Air Quality Monitoring Data from a station in Commerce (preferably) for actual readings and measurements to determine the baseline condition in Commerce and any future changes.

**NEXT STEPS:**

The City Council should consider setting a date for the initial study session and provide appropriate direction to staff. Staff is requesting that the facilitation structure set up for this discussion where MIG Consulting facilitated and moderated the meetings, be continued. Staff estimates this could include up to 7 additional meetings. Previously the MIG Consulting assistance was funded by the USEPA. In this case, staff can obtain an estimated cost from MIG for these additional services and obtain authorization from Council to proceed in the near future.

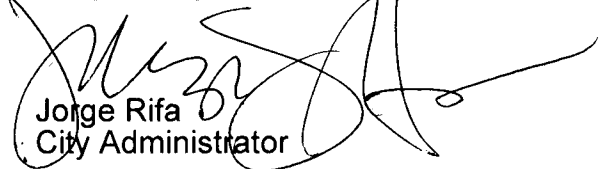
**FISCAL IMPACT:**

None.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This item relates to the 2012 strategic planning goal: "*Protect and Enhance the Quality of Life in the City of Commerce*".

Respectfully submitted by:



Jorge Rifa  
City Administrator

Recommended by:



Alex Hamilton  
Assistant Director of Community Development

Prepared by:



Matt Marquez  
City Planner

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney







# AGENDA REPORT

MEETING DATE: January 21, 2014

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** REVIEW OF THE STAFFING MODEL IN THE PUBLIC INFORMATION OFFICE DIVISION OF THE CITY'S ADMINISTRATION DEPARTMENT

**RECOMMENDATION:**

Council discretion. Staff recommendation is included in the fiscal impact and alternative section of this report.

**BACKGROUND:**

The City Council directed staff to conduct an expedited review of the current staffing model in the Public Information Office Division, located within the City's Administration Department.

**ANALYSIS:**

On, January 7, 2014, staff was directed to review the current staffing model of the City's Public Information Office. The impetus for this analysis was prompted by the anticipated departure of an existing staff member. The City Council is seeking confirmation that the existing staffing model is adequate to provide the level of service they wish to provide to the community. The Human Resources Department recommended the following steps to ensure that the positions were sufficiently studied in an expedited fashion:

1. Meet with the department and Human Resources staff to discuss the process to be used to conduct the review.
2. Meet with selected incumbents of the Public Information Office Division (Media Specialist/Full-Time, Media Specialist/Part-Time, Graphics and Printing Specialist and Office Specialist.)
3. Meet with each incumbent and review their classification specifications (job description) and request that each of them complete a brief questionnaire that summarizes the major duties performed by each of them; describes the frequency of these duties and the approximate time spent on these functions.
4. Human Resources and Department representatives to review the responses of each incumbent.
5. Meet a second time with incumbents to review and discuss responses. Inquire with incumbents if they believe they are able to complete the duties they are being assigned, and if the response is no, what assignments are they unable to complete and what additional resources do they believe are necessary to complete these assignments.
6. Review incumbent responses with department representative and Human Resources staff and prepare summary and recommended changes, if any.

Position Analysis & Recommendations

The position classification and duties analysis, as described above, focused on identifying whether significant changes have occurred in the duties and responsibilities of these

positions, beyond what is defined in the classification specification, and whether sufficient resources have been allocated to complete these duties in an efficient manner. When analyzing changes in a position, it is important to distinguish between job changes that are a natural evolution of a job versus those that result from a clear redefinition of the job. For example, some jobs will evolve consistent with an industry as the result of technology influences or changes in best practices. Additionally, when this type of review takes place, it is not uncommon to find out the employee has assumed duties that are not expected of that individual and the supervisor can re-direct the focus to the core responsibilities of the position. Some job changes may also be within the same scope of overall responsibility, sometimes including new duties of a lower value than the current assigned duties. The results of the analysis and our recommendations are as follows:

#### *Media Specialist/Full-Time*

This full-time position is responsible for developing special media and marketing materials for the City of Commerce's Public Information Office (PIO) and to provide accurate, timely and accessible information about the City and public awareness of City programs. The position has historically reported to the Public Information Officer, but due to the current vacancy of that position, the Media Specialist/Full-Time now reports to the Deputy City Administrator who oversees the daily and long term operation of the office and has assumed the supervisory duties of the PIO position.

While minimal additional resources have been allocated as a result of the PIO vacancy (Media Specialist/Part-Time was given an increase in hours from 29 to 32), the position does not currently have the "buffer" of the PIO, which results in an increase in autonomy and more frequent contact with city staff and outside people and organizations. The incumbent believes the current staffing model is challenging but completing the workload is achievable. The incumbent further identified difficulty in making some deadlines, for example, the annual report. Additionally, the incumbent believes the division is not providing the same service level as they were back in 2011, and identified areas such as more text in publications and fewer photos, less press releases and other day to day assignments as tangible changes. The supervisor agrees that staffing is lean, but points out that the staffing throughout the City is much leaner and is doing more with less than we were before the great recession. Additionally, the supervisor believes that under the current staffing model projects are being completed and staff has always found a way to meet deadlines.

#### *Media Specialist/Part-Time*

This part-time position is responsible for developing special media and marketing materials for the City of Commerce's Public Information Office (PIO) and to provide accurate, timely and accessible information about the City, and provide public awareness of City programs. The position has historically reported to the Public Information Officer, but due to the current vacancy of that position, the Media Specialist/Part-Time now reports to the Deputy City Administrator.

This position was recently approved for an increase in hours, from 29 hours per week to 32 hours per week. Prior to that, this part-time position was budgeted at 25 to 27 hours per week. Both the incumbent and supervisor are in agreement that assigned duties are being completed. However, the incumbent identified she has had limited time to perform some tasks she believes to be important to the Division which include proofing or editing items. The supervisor does concur that more focus needs to be brought to this area and is currently working on a plan to seek more assistance from the clerical arm in each department.

#### *Graphics and Printing Specialist*

This full-time position creates graphic design layouts and coordinates the printing of newsletters, reports, brochures, and other printed material and digital output for the City of Commerce. Additionally, this position supervises staff in the graphics and printing division.

This position reports to the Deputy City Administrator. Both the incumbent and supervisor are in agreement that assigned duties are being completed.

#### *Office Specialist*

This full-time position performs highly responsible complex and specialized administrative support duties for the PIO Division including organizing and arranging information and processing administrative and financial documents.

This position reports to the Deputy City Administrator. Both the incumbent and supervisor are in agreement that assigned duties are being completed.

As evidenced by the aforementioned process, staff is confident the assigned duties of the selected positions within the PIO Office can be completed under the existing staffing model. The incumbents have pointed out and staff concurs that there are areas that need to be further reviewed to ensure we continue to put out an excellent work product. Any concerns and/or suggestions to improve the efficiency of these operations as provided by the existing incumbents will be considered to increase operational efficiency. Additionally, the use of volunteers, interns and other existing staff in the City should be considered to complement existing staff.

#### **FISCAL IMPACT/ALTERNATIVES:**

Staff is not recommending any changes to existing service and/or staffing levels at this time. However, should the City Council wish to consider enhancing the PIO Division staffing model, staff would recommend that any alternatives be considered as part of the regular budget process (a decision to implement anything related will have an impact to the baseline budget).

Although the City's financial position is expected to continue to improve, the viability of adding additional staffing without a complete review of needs across the board is not recommended as a means to establish a sustainable model of operations and mitigate as much as possible the negative impacts of significant budgetary change/reduction out of the City's direct control.

Budgetary changes include the cost of retirement (PERS costs will continue to increase as a result of the recession.) Health premiums and health retiree costs will also continue to increase. Additionally, the status of the \$800,000 in water lease revenue will be a factor as the City will have to contend with the legal viability of the lease as well as its future economic performance.

Potential items to consider during the budget discussions could include:

1. Add an additional part-time Media Specialist to the PIO Division.  
Approximate annual cost related to a full time appropriation = **\$44,600 (premised on a Step 3 placement and a 25 hour work week)**
- 2a. Funding and opening a full-time recruitment for a Media Specialist position.  
Approximate annual cost = **\$79,900 (premised on a Step 3 placement)**
- 2b. Upgrading the existing position (including the current incumbent) to full-time would require a meet and confer process and/or some legal review as to how the process will move forward concurrent with an appropriation.  
Approximate annual cost related to the upgrade from the current 32 hour per week part time position to a full time = **\$25,300**

**(Note: the aforementioned figures are based on 2013-14 salary and salary benefit levels. They don't take into account the changes that will go into effect on July 1, 2014)**

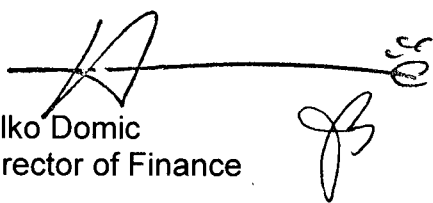
Prepared by:

  
Michael A. Casalou  
Director of Human Resources

Respectfully submitted by,

  
Jorge Rifa  
City Administrator

Budget Impact Reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to Form:

  
Eduardo Olivo  
City Attorney



# AGENDA REPORT

DATE: January 21, 2014

TO: HONORABLE CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
SUBJECT: CONTINUED DISCUSSION OF NEWSPAPER OF GENERAL CIRCULATION  
IN THE CITY OF COMMERCE AND GUIDELINES FOR PUBLIC NOTICE

RECOMMENDATION:

None.

MOTION:

Council discretion.

BACKGROUND/ANALYSIS:

At the November 19, 2013 City Council meeting, Councilmember Denise Robles requested that an item be put on the City Council agenda so that the City Council could discuss why the City publishes various legal notices in the Commerce Comet, if that newspaper is not a newspaper of general circulation for the City of Commerce (the "City"). This issue arose after the City Attorney determined that the recall proponents for several recall petitions had failed to comply with the requirements imposed by *Elections Code* §11022, that a Notice of Intent to Circulate the Recall Petition be published in a newspaper of general circulation "in the jurisdiction of the officer sought to be recalled" or, if such a newspaper of general circulation was not available, that the Notice of Intent be posted in at least three public places in the City. The City Attorney determined that the recall proponents had failed to comply with this requirement because they published the Notices of Intent in the Commerce Comet, which is not, as a matter of law, considered to be a newspaper of general circulation in the City. Although the recall proponents have now resolved this issue, it has continuing relevance to other City business.

Councilmember Robles also questioned why the City publishes various other notices in the Commerce Comet. The City Attorney explained that such notices are published pursuant to various other statutes, which provide for different posting alternatives than that allowed by *Elections Code* § 11022. The Council requested further guidance regarding these requirements for the City. In response, the City Attorney has worked with the City Clerk's Office to prepare the attached Guidelines for Public Notice. The Guidelines review various statutes that require public notice and indicates the manner in which the City may satisfy such requirements.

Eastern Group Publications, Inc. (EGP), which publishes the Commerce Comet, prepared a letter advising that it was a properly adjudicated newspaper for the County of Los Angeles. EGP indicates that the Commerce Comet, which is part of EGP, has received the benefit of the adjudication of another EGP newspaper, the Eastside Sun. The City Attorney's Office reviewed a copy of the 1966 Eastern Sun court adjudication [Judgment, Case No. 884861]. On January 7, 2014, the City Attorney was able to meet with the EGP. The EGP does not dispute the conclusion that it is not a newspaper of general circulation for the City of Commerce. EGP explained that it publishes various newspapers under the masthead of the Eastern Sun and that, therefore, the Eastern Sun's adjudication as a newspaper of general circulation in the County of Los Angeles applies to all of the EGP newspapers. The EGP believes that it does not lose such adjudication because the name of the individual newspapers, such as the Commerce Comet, is changed for the specific city or location where it is distributed; they all generally contain the same content.

The EGP and the City Attorney agree that the law regarding the determination of whether a newspaper is a newspaper of general circulation for a city or county is arcane. Technology has dramatically changed the newspaper industry. The old ideas of how a newspaper is published and printed do not necessarily fit today's reality. The EGP newspapers are broadly circulated. They provide information and important public notices to a large segment of our community that would otherwise not receive such service.

AGENDA ITEM No. 16

The EGP and the City Attorney believe that the best way to proceed in the future is to have the City continue publications in the Commerce Comet and to also post the notices. In this way, the City will continue to provide the public with as much public notice as possible and still satisfy the statutory notice requirements. The City Attorney recommends that the City Council formally document this policy in a resolution that will be submitted for consideration at the next City Council meeting.

FISCAL IMPACT:

None.

Approved as to form,



Eduardo Olivo  
City Attorney

Respectfully submitted,



Jorge Rifa  
City Administrator

# GUIDELINES FOR PUBLIC NOTICE

MEETINGS					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 54954.2 54956	Posting of Agenda	General public (Special Rule for Persons with Disabilities)	At least 72 hours before regular meeting; at least 24 hours before special meeting	Post at location freely accessible to public, including after hours  Made available in alternative formats upon request to persons with disabilities under the Americans with Disabilities Act ("ADA")	<ul style="list-style-type: none"> <li>• Brief general description of items, including closed session items</li> <li>• Time</li> <li>• Location</li> <li>• Include information regarding how, to whom and when a request for disability accommodation may be made for a person with a disability</li> </ul>
Govt. Code 54954.1	Notice of any meeting of legislative body	Persons who have filed written request for notice  (Request is valid for 1 year - renew each Jan. 1)	At time agenda is posted or distributed to members of legislative body, whichever occurs first.	Mail  Made available in alternative formats upon request to persons with disabilities under the ADA.	<ul style="list-style-type: none"> <li>• Agenda; or</li> <li>• All documents constituting agenda packet</li> </ul>
Govt. Code 54956	Notice of Special Meetings	To local newspapers of general circulation and radio or TV station requesting notice in writing  Each member of legislative body, <u>unless</u> written waiver of notice filed; <u>or</u> actual attendance at meeting	Received at least 24 hours before meeting  Same as above	Delivered personally or by any other means  Same as above	<ul style="list-style-type: none"> <li>• Business to be transacted or discussed</li> <li>• Time</li> <li>• Place</li> </ul> <p style="text-align: center;">Same as Above</p>

MEETINGS					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 54955	Order or Notice of Adjournment	General public	Within 24 hours after time of adjournment	Conspicuously posted on or near door of the place where the meeting was held	<ul style="list-style-type: none"> <li>• Time</li> <li>• Place</li> <li>• Business to be transacted or discussed</li> </ul>
		If no members of legislative body are present at the adjourned meeting:			
		To local newspapers of general circulation and radio or TV station requesting notice in writing Each member of legislative body, <u>unless</u> written waiver notice filed	Received at least 24 hours before meeting	Delivered personally or by any other means	Same as above
Govt. Code 54955.1	Order of Notice of Continuance of Hearing (to a time more than 24 hours later)	General public	Within 24 hours after the time adjournment	Conspicuously posted on or near door of the place where the meeting was held	<ul style="list-style-type: none"> <li>• Time</li> <li>• Place</li> <li>• Hearing item continued</li> </ul>
		If no members of legislative body are present at the adjourned meeting:			
		To local newspapers of general circulation and radio or TV station requesting notice in writing; and Each member of legislative body, unless written waiver notice filed	Received at least 24 hours before meeting	Delivered personally or by any other means	Same as above



MEETINGS					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 54956.5	Notice of Emergency Meeting (Crippling emergency, work stoppage, etc.)	General public	As soon as possible	Post at location freely accessible to public	<ul style="list-style-type: none"> <li>• Business to be transacted or discussed</li> <li>• Time</li> <li>• Place</li> </ul>
	Minutes of Emergency Meeting	Each member of legislative body  To each local newspaper of general circulation and radio or TV station requesting notice of special meetings per § 54956 and telephone service is unavailable  If telephone service is available	As soon as possible after meeting	Delivered personally or by any other means  Notified by legislative body or designee	<p>Same as above</p> <ul style="list-style-type: none"> <li>• Fact of holding emergency meeting</li> <li>• Purpose of the meeting</li> <li>• Any action taken</li> </ul>
		General public	At least 1 hour prior to meeting	Notified by legislative body or designee by telephone	<ul style="list-style-type: none"> <li>• Business to be transacted or discussed</li> <li>• Time</li> <li>• Place</li> </ul>
		General public	As soon as possible after meeting for a minimum of 10 days	Public place	<ul style="list-style-type: none"> <li>• List of persons who presiding officer or designee notified or attempted to notify</li> <li>• Copy of roll call vote</li> <li>• Any actions taken</li> </ul>

MEETINGS					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 54956.5 (cont.)	Notice of Dire Emergency (Crippling disaster, mass destruction, terrorist activity)  (Emergency is so immediate that giving 1 hour notice may endanger public health or safety - as determined by majority of legislative body)	General public  Each member of legislative body	As soon as possible  As soon as possible	Post at location freely accessible to public  Delivered personally or by any other means	<ul style="list-style-type: none"> <li>• Business to be transacted or discussed</li> <li>• Time</li> <li>• Place</li> </ul> Same as above
	Minutes of Dire Emergency Meeting	To each local newspaper of general circulation and radio or TV station requesting notice of special meetings per § 54956 and telephone service is unavailable If telephone service is available  General public	As soon as possible after meeting  At least 1 hour prior to meeting  As soon as possible after meeting for a minimum of 10 days	Notified by legislative body or designee  Notified by legislative body or designee by telephone  Public place	<ul style="list-style-type: none"> <li>• Fact of holding emergency meeting</li> <li>• Purpose of the meeting</li> <li>• Any action taken</li> <li>• Business to be transacted or discussed</li> <li>• Time</li> <li>• Place</li> <li>• List of persons who presiding officer or designee notified or attempted to notify</li> <li>• Copy of roll call vote</li> <li>• Any actions taken</li> </ul>

ORDINANCES

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 36933	Publication or posting of ordinances	General public	Within 15 days after passage	<p>Published at least once in a newspaper of general circulation published and circulated in the City</p> <p>If above newspaper does not exist, posted in at least 3 public places in the City or published in a newspaper of general circulation printed and published in the County and circulated in the City</p> <p>City Code Section 2.24.010 provides for posting at the following locations: Commerce City Hall, 2535 Commerce Way; Bandini Park 4725 Astor Avenue; Veterans Memorial Park 6364 Zindell Avenue; and Bristow Park 466 S. McDonnell Avenue</p>	<ul style="list-style-type: none"> <li>• Full text of ordinance</li> <li>• Names of council members voting for and against</li> </ul>
	First Alternative: Where city council chooses to publish a summary of the proposed ordinance and designates the official to prepare such summary	General public	At least 5 days prior to meeting at which ordinance is to be adopted	<p>Must be published in a newspaper of general circulation published and circulated in the City</p> <p>If above newspaper does not exist, posted in at least 3 public places in the City or published in a newspaper of general circulation printed and</p>	Summary of proposed ordinance

			published in the County and circulated in the City	
			Posted in office of city clerk	Certified copy of full text of proposed ordinance
			Must be published in a newspaper of general circulation published and circulated in the City	<ul style="list-style-type: none"> <li>• Summary of adopted ordinance</li> <li>• Names of council members voting for and against ordinance</li> </ul>
			If above newspaper does not exist, posted in at least 3 public places in the City or published in a newspaper of general circulation printed and published in the County and circulated in the City	
			Posted in office of city clerk	<ul style="list-style-type: none"> <li>• Certified copy of full text of ordinance</li> <li>• Names of council members voting for and against</li> </ul>

ORDINANCES					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 36933 (cont.)	Second Alternative: City official determines that it is not feasible to prepare a fair and adequate summary of the proposed ordinance, and city council so orders	General public	At least 5 days prior to meeting at which ordinance is to be adopted	At least a ¼ page display advertisement published in a newspaper of general circulation in the City	<ul style="list-style-type: none"> <li>• General nature of and provide information about proposed ordinance</li> <li>• Information regarding where copies of complete text can be obtained</li> </ul>
	(Special Rule: May place a requestor on the general mailing list of upcoming meetings per Section 54954.1)	Person requesting written notice of specific proposed ordinances or amendments	AND Within 15 days after adoption	At least a 1/4 page display advertisement published in a newspaper of general circulation in the City	<ul style="list-style-type: none"> <li>• General nature of and provide information about proposed ordinance</li> <li>• Information regarding where copies of complete text can be obtained</li> <li>• Names of council members voting for and against</li> </ul>
			At least 5 days prior to meeting at which ordinance is to be adopted	Mail or by e-mail if an e-mail address is provided in the request	<ul style="list-style-type: none"> <li>• Full text of ordinance or summary</li> </ul>

PLANNING AND ZONING

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 65853 65854 65090 65091	Notice of Planning Commission's public hearing for adoption or amendment to zoning ordinance which changes zoning on property or imposes any regulation listed in G.C. § 65850	General public	At least 10 days before hearing	Publish in newspaper of general circulation within the City  If there is no newspaper of general circulation, post in 3 public places within City	<ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Place of public hearing</li> <li>• Hearing body or officer</li> <li>• General explanation of matter</li> <li>• General description of the location of real property subject to hearing</li> </ul>
		Persons who file written request for notice	At least 10 days before hearing	Mail	Same as above
	If proposal affects permitted uses or intensity of uses of real property	Property owner or agent and project applicant	At least 10 days before hearing	Mail or deliver	Same as above
		Real property owners within 300 feet of subject real property on latest assessment roll or more recent County Records	At least 10 days before hearing	Mail or deliver	Same as above
		ALTERNATIVE - If number of real property owners exceeds 1000	At least 10 days before hearing	Mail, deliver or publish 1/8 page display advertisement in newspaper of general circulation within City	Same as above
	If other local agency's ability to provide water, sewage, streets, roads, schools, or other essential facilities may be significantly affected	Affected local agency	At least 10 days before hearing	Mail or deliver by any manner deemed necessary. Also must either publish in newspaper of general circulation within the City or post within 3 public places in the	Same as above

PLANNING AND ZONING					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 65853 65854 65090	Notice of City Council's public hearing on adoption or amendment to zoning ordinance which changes zoning on property; or imposes any regulation listed in G.C.	General public	At least 10 days before hearing	<p>Publish in newspaper of general circulation within the City</p> <p>If there is no newspaper of general circulation, post in 3 public places within City</p>	<ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Place of public hearing</li> <li>• Hearing body or officer</li> <li>• General explanation of matter</li> <li>• General description of the location of real property subject to hearing</li> </ul>
		Persons who file written request for notice	At least 10 days before hearing	Mail	Same as above

PLANNING AND ZONING

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 65353 65090 65091	Planning Commission public hearing re: adoption or amendment of General Plan	General public	At least 10 days before hearing	Publish in newspaper of general circulation within the City  If there is no newspaper of general circulation, post in 3 public places within City	<ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Location</li> <li>• Hearing body or officer</li> <li>• General explanation of matter</li> <li>• General description of the location of real property subject to hearing</li> </ul>
	If General Plan or amendment affects permitted uses or intensity of uses of real property	Property owner or agent and applicant	At least 10 days before hearing	Mail or deliver	Same as above
		Real property owners within 300 feet on latest assessment roll	At least 10 days before hearing	Mail or deliver	Same as above
		ALTERNATIVE - If number of real property exceeds 1000	At least 10 days before hearing	Mail, deliver or publish 1/8 page display advertisement in newspaper of general circulation within City	Same as above
	If other local agency's ability to provide water, sewage, streets, roads, schools, or other essential facilities may be significantly affected	Persons who file written request for notice	At least 10 days before hearing	Mail	Same as above
		Affected local agency	At least 10 days before hearing	Mail or Deliver. Also must either publish in newspaper of general circulation within the City or post within 3 public places of the City.	Same as above



PLANNING AND ZONING

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 65355 65090	City Council public hearing re: adoption or amendment of General Plan	General public	At least 10 days before hearing	Publish in newspaper of general circulation within the City If there is no newspaper of general circulation, post in 3 public places within City	<ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Location</li> <li>• Hearing body or officer</li> <li>• General explanation of matter</li> <li>• General description of the location of real property subject to hearing</li> </ul> Same as above
Govt. Code 65858 65090	Public hearing re: adoption of Interim Ordinance as urgency measure to prohibit use in conflict with contemplated General Plan, specific plan, or zoning proposal; adoption of extensions  Note: Notice is not required to adopt an interim ordinance lasting 45 days. If none is provided, the 1st extension after public hearing is for 10 months, 15 days; and the 2nd for 1 year. If a noticed public hearing is provided upon initial adoption, then the 1st extension is for 22 months	Persons who file written request for notice  General public  Persons who file written request for notice	At least 10 days before hearing  At least 10 days before hearing  At least 10 days before hearing	Publish in newspaper of general circulation within the City If there is no newspaper of general circulation, post in 3 public places within City  Mail  Publish in newspaper of general circulation within the City If there is no newspaper of general circulation, post in 3 public places within City  Mail	<ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Location</li> <li>• Hearing body or officer</li> <li>• General explanation of matter</li> <li>• General description of the location of real property subject to hearing</li> </ul> Same as above  Same as above

PLANNING AND ZONING

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 65867 65090 65091	Public hearing: re approval, amendment or cancellation of a Development Agreement  (NOTES: This applies for hearing before both the Planning Commission and City Council  This notice is in addition to any other notice required by law for other actions to be considered concurrently with the Development Agreement)	General public	At least 10 days before hearing	Publish in newspaper of general circulation within the City  If there is no newspaper of general circulation, post in 3 public places within City	<ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Place</li> <li>• Hearing body or officer</li> <li>• General explanation of matter</li> <li>• General description of the location of real property subject to hearing</li> </ul>
		Person who file written request for notice	At least 10 days before hearing	Mail	Same as above
		Property owner or agent and applicant	At least 10 days before hearing	Mail and deliver	Same as above
		Real property owners within 300 feet on latest assessment roll	At least 10 days before hearing	Mail or deliver	Same as above
		ALTERNATIVE - If number of real property owners exceeds 1000	At least 10 days before hearing	Mail, deliver or publish 1/8 page display advertisement in newspaper of general circulation within City	Same as above
	If other local agency's ability to provide water, sewage, streets, roads, schools, or other essential facilities may be significantly affected	Affected local agency	At least 10 days before hearing	Mail or deliver. Also must either publish in newspaper of general circulation within the City or post within 3 public places of the City.	Same as above

PLANNING AND ZONING

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 65905 65091	Notice of public hearing regarding applications, revocation or modification for variance, conditional use permit, or equivalent development permit, or appeal of action thereon, generally	Property owner or agent and applicant	At least 10 days before hearing	Mail or deliver	<ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Place</li> <li>• Hearing body or officer</li> <li>• General explanation of matter</li> <li>• General description of the location of real property subject to hearing</li> </ul>
		Real property owners within 300 feet on latest assessment roll	At least 10 days before hearing	Mail or deliver	Same as above
		ALTERNATIVE - If number of real property owners exceeds 1000	At least 10 days before hearing	Publish 1/8 page display advertisement in newspaper of general circulation within City	Same as above
		Persons who file written request for notice	At least 10 days before hearing	Mail	Same as above
	If other local agency's ability to provide water, sewage, streets, roads, schools, or other essential facilities may be significantly affected	Affected local agency	At least 10 days before hearing	Mail or deliver. Also must either publish in newspaper of general circulation within the City or post within 3 public places of the City.	Same as above
	Any permits, approvals, ordinances, or policies related to drive-through	The blind, aged, and disabled communities.	At least 10 days before hearing	Publish or Post Mail or deliver  (Note: Must incorporate notice procedures to facilitate participation of the blind, ages and disabled (reasonable accommodation under ADA))	Same as above, as appropriate to any disability

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
CEQA Guidelines 15062	Notice of Exemption from CEQA (optional)	General public	After approval of project	Lead agency to file with County Clerk. County Clerk posts within 24 hours of receipt and will post for 30 days  All public agencies are encouraged to also make postings available in electronic format on the internet	<ul style="list-style-type: none"> <li>• Brief description of project</li> <li>• Location of the project.</li> <li>• Finding that project is exempt from CEQA, including citation to CEQA Guidelines</li> <li>• Brief statement of reasons to support finding</li> </ul>
Pub. Res. Code 21092 21092.3 GEQA Guidelines 15073, 15072	Notice of intent to Prepare Negative Declaration or Mitigated Negative Declaration	Responsible and trustee agencies and parties who have requested to receive public notice  General public or owners and occupants of contiguous property	At least 20 days prior to hearing, unless the document is sent to the State Clearinghouse, in which case the review period is 30 days	Mail  Lead agency to also file with County Clerk. County Clerk posts within 24 hours of receipt and will post for 30  And at least one of the following:  1. Publication in newspaper of general circulation in City. If more than one area is affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas. 2. Posting on and off site in area	<ul style="list-style-type: none"> <li>• Brief description of project</li> <li>• Start and end dates of public review period</li> <li>• Date, time and place of scheduled public meetings and hearings</li> <li>• Address where copies of negative declaration are available for review</li> <li>• Whether any listed toxic sites are present</li> <li>• Other specific project related information required by statute</li> </ul> <p>(Copy of Negative Declaration or Mitigated Negative Declaration sent to each responsible agency, trustee agency and agencies who have requested notice and with jurisdiction over resources affected by project</p>
	SPECIAL RULE: For projects of statewide, regional or area wide significance	Transportation agencies with jurisdiction in region or area			

					3. Mail to owners and occupants of contiguous property.	
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CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)						
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS	
Pub. Res. Code 21092.3 CEQA Guidelines 15075	Notice of Determination on project of which Negative Declaration or Mitigated Negative Declaration approved	General public	Within 5 working days after approval of project and adoption of negative declaration or mitigated negative declaration	File with State OPR (if lead agency is a state agency or project approval from state agency is required)  Lead agency to file with County Clerk. County Clerk posts within 24 hours of receipt and will post for 30 days  All public agencies are encouraged to also make postings available in electronic format on the Internet	<ul style="list-style-type: none"> <li>• Project name</li> <li>• Project location</li> <li>• Project description</li> <li>• Date of approval</li> <li>• Determination that project will not have any significant effect on environment</li> <li>• Statement that Neg. Declaration of Mit. Neg. Declaration has been prepared pursuant to CEQA</li> <li>• Address where document may be reviewed</li> </ul>	

Pub. Res. Code 21092.2 CEQA Guidelines 15082	Notice of Preparation of EIR	Responsible and trustee agencies, affected federal agencies and parties who have requested to receive public notice	Immediately after deciding that EIR required	Mail to Office of Planning and Research and each responsible and trustee agency (certified mail to agencies)	<ul style="list-style-type: none"> <li>• Brief description of project</li> <li>• Description of location on attached map</li> <li>• Date, time and place of public hearing</li> <li>• Address where documents files will be available for review</li> <li>• Address for submission of written comments</li> <li>• Deadline for submitting comments</li> <li>• Statement of probably environmental effects of project</li> </ul>
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CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Pub. Res. Code 21104 21153 21092 21092.3 CEQA Guidelines 15085 15087	Notice of Availability of Draft EIR and Recirculation	Responsible and trustee agencies, affected federal agencies and parties who have requested to receive public notice General public	At time notice of completion is sent to OPR at least 30 (but no more than 60) days prior to hearing date, unless sent to State Clearing House (45 days minimum)	Mail Lead agency to file with County Clerk. County Clerk Posts within 24 hours of receipt and will post for 30 days  And at least one of the following: 1. Publication in newspaper of general circulation in City. If more than one area is affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas 2. Posting on and off site in area 3. Mail to owners and occupants of contiguous property.	<ul style="list-style-type: none"> <li>• Project location</li> <li>• Project description</li> <li>• Identification of significant environment</li> <li>• Starting and ending dates of review period</li> <li>• Date, time and place of public hearing</li> <li>• Address where draft EIR is available for review</li> <li>• Identification of location of documents referenced in EIR</li> <li>• Statement of whether site is listed toxic site</li> </ul>

Pub. Res Code 21092.3, 21152 CEQA Guidelines 15094	EIR Notice of Determination	General public	Within 5 days of approval of project and adoption of EIR	File with State OPR (if lead agency is a state agency or project approval from state agency is required)  Lead agency to file with County Clerk. County Clerk posts within 24 hours of receipt and will post for 30 days  All public agencies are encouraged to also make postings available in electronic format on the Internet	<ul style="list-style-type: none"> <li>• Project name</li> <li>• Project location</li> <li>• Project description</li> <li>• Date of approval</li> <li>• Determination of the agency and certified</li> <li>• Mitigation measures made for approval of project</li> <li>• Findings made pursuant to 15091</li> <li>• Statement of overriding considerations</li> <li>• Address of where final EIR can be examined</li> </ul>
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LOCAL COASTAL PROGRAMS					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Pub. Res. Code 30500, 30503, 30504  14 Cal. Code Regs 13515	Preparation and adoption of Local Coastal Programs	<ul style="list-style-type: none"> <li>• Any member of public who requests mailed notice</li> <li>• local governments contiguous with LCP area,</li> <li>• local governments, special districts, or port or harbor districts that could be directly affected,</li> <li>• Specified state and federal agencies,</li> <li>• local libraries and media</li> <li>• other interest regional or federal agencies</li> </ul>	Notice of availability of documents for review must be given as soon as documents are available, but at least 6 weeks prior to any final agency action.	Mail	The contents of the notices are not specified, but should include the documents available, the date of availability, the location where they can be viewed and the methods for obtaining copies of the documents. Drafts of documents should be made available for review at local libraries, the offices of the local agency, and the coastal Commission

						Offices
	Notice of local government's hearings on LCP	General Public and all interested persons and public agencies	Notice of hearings must be given not less than 10 working days before the hearing	Mail		Contents of the notice are not specified, but at minimum, should contain a description of the action, and the date, time and place for the hearings.

TAXES<sup>1</sup>

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Cal. Conts. Art. XIIIIC Govt. Code 53723 53724 53750-53753 53739	General tax-tax imposed for general government purposes  Note 1: Govt. Code §54954.6 does not apply to voter approved general taxes under Prop. 218  Note 2: Must be consolidated with a regularly scheduled general election for members of the governing body except in cases of emergency declared by unanimous vote of the governing body.  Note 3: Ordinance or Resolution	General public	See options 1-3 for publishing or posting ordinances (p.5 of these guidelines)	See options 1-3 for publishing or posting ordinances (p.5 of these guidelines)	<ul style="list-style-type: none"> <li>Proposed tax must be presented in Ordinance or Resolution format which must state: <ul style="list-style-type: none"> <li>Type of tax</li> <li>Rate of tax</li> <li>Method of collection</li> <li>Date on which election held</li> </ul> </li> </ul> <p>For notice re: ordinance. see options 1-3 for publishing or posting ordinances (p.5 of these guidelines)</p>

<sup>1</sup> No attempt is made in these Guidelines to determine whether or not and within what time frame a tax is subject to the provisions of Propositions 218, which took effect on November 6, 1996. This must be an individual determination based upon differing facts and circumstances.



TAXES					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Cal. Const. Art XIIIIC  Govt. Code 53722 53724 53739 53750- 53753	Special tax - tax imposed for a specific purpose  Note: There may be additional specific statutory requirements for special tax elections, such as Community Facilities [Mello-Roos] Districts	Electorate (requires 2/3 vote)	Any date permitted by law		<ul style="list-style-type: none"> <li>• Proposed tax must be presented in Ordinance or Resolution format</li> <li>• Type of tax</li> <li>• Rate of tax</li> <li>• Method of collection</li> <li>• Date on which election is held</li> <li>• The purpose or service for which imposition is sought</li> </ul>

ASSESSMENTS<sup>2</sup>

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Cal. Const. Article XIIIID  Elections Code 4000  Govt. Code 53739 53750 - 53753	<p>New or Increased Assessment - levy or charge upon real property by an agency for a special benefit conferred upon the real property by a public improvement or service</p> <p>Note: Any agency that complies with the notice, protest and hearing requirements that would otherwise be applicable to the levy of a new or increases assessment, with the exception of Division 4.5 (commencing with 3100) of the Streets and Highways Code.</p>	Record owner of each Identified parcel. "Record owner" is the owner whose name is shown on the last equalized general tax assessment roll. Gov't Code § 53750	At least 45 days prior to the date of the public hearing upon the proposed assessment	Mailing, postage prepaid, deposited in the US Postal Service	<p>Notice Contents</p> <ul style="list-style-type: none"> <li>• Total amount chargeable to entire district</li> <li>• Amount chargeable to the record owner's parcel</li> <li>• Duration of the payments</li> <li>• Reason for assessment</li> <li>• Basis upon which amount of proposed assessment was made</li> <li>• Date, time &amp; location of public hearing on the proposed assessment</li> <li>• Summary of the procedures for the completion, return, and tabulation of the ballots</li> <li>• Statement that ballots are weighed according to the proportional financial obligation of the affected property</li> </ul> <p>Ballot Contents</p> <ul style="list-style-type: none"> <li>• Assessment ballot shall include agency's address for receipt</li> <li>• Place to indicate name</li> <li>• Identification of parcel</li> <li>• Support or opposition</li> <li>• Signed and mailed or delivered</li> <li>• May be submitted, changed or</li> </ul>

<sup>2</sup> No attempt is made in these Guidelines to determine whether or not and within what time frame an assessment is subject to the provisions of Proposition 218, which took effect on November 6, 1996. This must be an individual determination based upon differing facts and circumstances.

					withdrawn prior to conclusion of public testimony
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ASSESSMENTS

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 54954.6(c)	Joint notice of public meeting at which public testimony is to be received regarding new or increased assessments and public hearing at which City Council proposes new or increased assessments on real property	All property owners proposed to be subject to the new or increased assessments whose names and addresses appear on the last equalized county assessment roll or the State Board of Equalization roll.	At least 10 days before public meeting and at least 45 days before the public hearing	Publish joint notice by 1/8 pages display advertisement in newspaper of general circulation for three weeks pursuant to Gov. Code § 6063  Note: The Code does not specify whether newspaper of general circulation for the city or county. We interpret this to mean that publication can take place in a newspaper of general circulation for the county.	<ul style="list-style-type: none"> <li>Estimated assessment per parcel</li> <li>If an assessment increase, the City must separately state the existing assessment and the proposed amount of increase</li> <li>General description of purpose of improvements the assessment will fund</li> <li>Address to which property owner may mail a protest</li> <li>Phone number and address of individual, office, or organization to contact for additional information on the assessment</li> <li>A statement that a majority protest will cause the assessment to be abandoned if the assessment act used to levy the assessment so allows</li> <li>If applicable, a statement of the percentage protest required to trigger an election</li> <li>Dates, times, and locations of the public meeting and public hearing</li> </ul>
Govt. Code 54654.6(h)	Note: Any new or increases assessment that is subject to the notice and hearing provisions of Cal. Cont. Articles XIII C or XIII D (Prop. 218) is not subject to this section			Mail (to parties who have requested such notice in writing)  Note: The notice must be printed in at least 10-point type and the envelope or cover of the mailing must include the name of the local agency and the return address of the sender	

Govt. Code 54354.5	Public hearing prescribing or revising rates or charges for the services or facilities furnished by an "enterprise"	General public	At least 15 days before hearing	Publish notice in a newspaper published in the City once a week for at least two weeks prior to the hearing with the first publication made at least 15 days before the hearing  If no newspaper is published within the City, then post in 3 public places within City for 2 weeks prior to the hearing	<ul style="list-style-type: none"> <li>• Copy of proposed ordinance or resolution</li> <li>• Time of hearing</li> <li>• Place of hearing</li> <li>• Notification that any interested person may appear and be heard</li> </ul> <p>Same as above</p>
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**ASSESSMENTS**

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Sts. & Hwy. Code 2804 2850 2851 2853	Assessments made pursuant to Special Assessment Investigation, Limitation & Majority Protest Act of 1931	All persons owning property proposed to be assessed who appear on equalized city or county assessment rolls	At least 30 days prior to the dates of the hearing	Mail	Complete sample form contained in Sts. & Hwy. Code § 2852
Sts. & Hwy. Code 5194  Govt. Code 54954.6(c)(3)	Improvement Act of 1911. For new or increased assessments levied pursuant to this Act, the procedures of Section 4 of Article XIIIID must be followed. See procedures above.  Note: Consult the Act under which the assessment was levied for annual notice requirements if the assessment is not being increased or newly levied.				

<p>Sts. &amp; Hwy. Code 18070</p> <p>Govt. Code 54954.6(c)(3)</p>	<p>Street Lighting Act of 1919. For new or increases assessments levied pursuant to this Act, the procedures of Section 4 of Article XIIIID must be followed. See procedures above.</p> <p>Note: Consult the Act under which the assessment was levied for annual notice requirements if the assessment is not being increased or newly levied.</p>				
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ASSESSMENTS					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
<p>Sts. &amp; Hwy. Code 18343</p> <p>Govt. Code 54954.6(c)(3)</p>	<p>Street Lighting Act of 1919. For new or increases assessments levied pursuant to this Act, the procedures of Section 4 of Article XIIIID must be followed. See procedures above.</p> <p>Note: Consult the Act under which the assessment was levied for annual notice requirements if the assessment is not being increased or newly levied.</p>				

<p>Sts. &amp; Hwy. Code 22090</p> <p>Govt. Code 54954.6(c)(3)</p>	<p>Tree Planting Act of 1931. For new or increased assessments levied pursuant to this Act, the procedures of Section 4 of Article XIIIID must be followed. See procedures above.</p> <p>Note: Consult the Act under which the assessment was levied for annual notice requirements if the assessment is not being increased or newly levied.</p>				
ASSESSMENTS					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
<p>Sts. &amp; Hwy. Code 22556</p> <p>Govt. Code 54954.6(c)(3)</p>	<p>Landscaping and Lighting Act of 1972. For new or increases assessments levied pursuant to this Act, the procedures of Section 4 of Article XIIIID must be followed. See procedures above.</p> <p>Note: Consult the Act under which the assessment was levied for annual notice requirements if the assessment is not being increased or newly levied.</p>				

<p>Sts. &amp; Hwy. Code 35260</p> <p>Govt. Code 54954.6(c)(3)</p>	<p>Parking District Law of 1951. For new or increased assessments levied pursuant to this Act, the procedures of Section 4 of Article XIID must be followed. See procedures above.</p> <p>Note: Consult the Act under which the assessment was levied for annual notice requirements if the assessment is not being increases or newly levied.</p>	<p>Prop. 218 requirements</p> <p>And; each real property owner or lien-holder in the district whose name and address and designation of property in which he/she has an interest is on file with the office of the clerk.</p>		
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ASSESSMENTS

CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
<p>Sts. &amp; Hwy. Code 36523</p> <p>Govt. Code 54954.6(c)(3)</p>	<p>Parking And Business Improvement Area Law of 1989. Not subject to Prop. 218. Howard Jarvis Taxpayers Ass'n v. City of San Diego, 72 Cal. App. 4th 230 (1999).</p>	<p>General public</p> <p>Business owners in the area</p> <p>Persons who have filed a written request for notice</p>	<p>At least 7 days before the public hearing</p> <p>Within 7 days of the adoption of the resolution of intention</p> <p>Same as above</p>	<p>Publish in newspaper of general circulation in the City</p> <p>First class mail</p> <p>First class mail</p>	<p>Resolution of intention</p> <p>Resolution of Intention</p> <p>Same as above</p>

Sts. & Hwy. Code 36600, 36623	Property and Business Improvement District Law of 1994. For new or increases assessments levied pursuant to this Act, the procedures of Section 4 Article XIIIID must be followed. See procedures above.				
	Note: Consult the Act under which the assessment was levied for annual notice requirements if the assessment is not being increases or newly levied				
Govt. Code 54954.6	Joint Notice of meeting and hearing for assessment exclusively for operations and maintenances to be levied on 50,000 parcels or more	Notice may be provided either through assessment process or tax process			<ul style="list-style-type: none"> <li>Estimates amount of assessment on various types, amounts or uses of property</li> <li>All information required to be included with assessment notices</li> </ul>

PROPERTY RELATED FEES OR CHARGES <sup>3</sup>					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Cal. Const. Art. XIIIID Govt. Code 57353-57355 [AB 1260 - Adopted 10/5/07]	Fee or charge - levy other than ad valorem tax, special tax, or an assessment, imposed as an incident or property ownership, including a user fee or charge for a property related	Notice to be sent by including it in regular billing statement or by any other mailing to the address to which agency customarily mails billing statement. [This may include tenants as well as record owners]  If agency wants to preserve authority to enforce a lien on parcels for fees or charges, must also send notice to record owner if owner's address is different than billing address [NOTE: BB&K recommends that notice go to record owners under all circumstances per Prop. 218 - trumps AB	At least 45 days before the public "majority protest" hearing	Mailing, postage prepaid, deposited in the US Postal Service	<ul style="list-style-type: none"> <li>Parcels identified</li> <li>The amount of the fee or charge proposed to be imposed upon each parcel</li> <li>The basis upon which the amount of the proposed fee or charge was calculated</li> <li>The reason for the fee or charge</li> <li>The date, time and location of the public hearing on the proposed fee or charge.</li> </ul>

<sup>3</sup> No attempt is made in these Guidelines to determine whether or not and within what time frame a property related fee or charge is subject to the provisions of Propositions 218, which took effect on November 6, 1996. This must be an individual determination based upon differing facts and circumstances.



	service	1260]				NOTE: For all new or increases fees or charges, must conduct "majority protest" hearing as a first step. For new or increases sewer, water and refuse fees or charges, this step is all that is required. For all other new or increases fees or charges, an election is also required [See "additional requirements" below]
Additional Requirements Cal. Const. Art. XIID Section 6(c)	New or increases fees and charges, besides sewer, water and refuse collection fees and charges	Approved by a majority vote of the property owners of the property subject to the fee or charge, or, by 2/3 vote of the electorate residing in the affected area	Election conducted not less than 45 days after public "majority protest" hearing above			Agency may conduct a formal "poll" election or may adopt procedures similar to those for assessment increases to conduct election. [Election by mailed ballot: who receives ballots depends upon whether it's a "property owner" election or "2/3 electorate" election]

DEVELOPMENT PROCESSING FEES <sup>4</sup>					
CODE §	ITEM	TO WHOM	WHEN	WHERE	CONTENTS
Govt. Code 66014 66016 66018 6062a	Fees imposed as "a condition of approval of a development project": includes fees for zoning variances, development impact fees, zoning changes, use permits, building inspections, building permits, processing of subdivision maps and other	General public	At least 10 days before the public hearing	Publication shall be for 10 days in a newspaper regularly published once a week or more often. Two publications, with at least five days intervening between the dates of first and	<ul style="list-style-type: none"> <li>• Time</li> <li>• Place</li> <li>• General explanation of the matter to be considered</li> <li>• Statement that the data required by Govt. Code § 66016 is available, which must include:</li> </ul>

<sup>4</sup> State law also imposes a general 10-day newspaper notice and public hearing requirement with respect to the adoption or increase of any fee, if that fee would not otherwise be subject to another statutory notice requirement [Govt. Code § 66018].

	planning services	Persons who file written request for notice	At least 14 days before the public hearing	last publication not counting such publication dates, are sufficient.  Mail	<ul style="list-style-type: none"> <li>▪ Amount of cost required to provide the service for which fee is set</li> <li>▪ Revenue sources anticipated to provide the service, including General Fund revenues</li> </ul>
<p>Additional Requirements</p> <p>Govt. Code 66016(b)</p> <p>Govt. Code 66017</p>	<p>Action to levy a new fee or charge or approve an increase in an existing one must be taken by ordinance or resolution</p> <p>New or higher fees upon a development project shall be effective no sooner than 60 days following final action</p>				

January 21, 2014

4845-7567-7464, v. 1



# AGENDA REPORT

DATE: January 21, 2014

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA REPEALING SECTION 2.10.045 (CAMPAIGN CONTRIBUTION LIMITATIONS – NONELECTION YEARS) OF CHAPTER 2.10 (LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS) OF THE COMMERCE MUNICIPAL CODE – SECOND READING

## RECOMMENDATION:

Approve and adopt the Ordinance and assign the number next in order.

## MOTION:

- 1) Move to read the Ordinance by title only.
- 2) Move to approve and adopt the Ordinance and assign the number next in order.
- 3) Roll Call Vote.

## BACKGROUND:

Section 2.10.040 of the Commerce Municipal Code (CMC) imposes campaign contribution limitations in the City of Commerce of \$1,000 with respect to a single election in support of or opposition to a single candidate or measure, including contributions to all committees supporting or opposing such candidate or measure. Section 2.10.045, which was added in 2012, further provides that, notwithstanding the provisions set forth in Section 2.10.040, no person or councilmember shall solicit or accept any contribution which will cause the total amount contributed by such person with respect to any calendar year at which said councilmember has not declared his or her candidacy, to exceed one \$1,000.

On November 19, 2013, the City Council discussed the merits of the campaign contribution limitation imposed by Section 2.10.045 of the CMC. The City Council ultimately determined that Section 2.10.045 should be repealed. The City Attorney prepared an Ordinance that will repeal Section 2.10.045. On December 17, 2013, the City Council approved the Ordinance for first reading.

After the Ordinance was approved for first reading, Councilmember Denise Robles asked several questions regarding the impact of the proposed amendment to the CMC. On January 7, 2014, the City Attorney provided a response to some of the questions, but advised that he still needed time to consider additional issues and therefore requested that the second reading of the Ordinance repealing CMC §2.10.045 be continued. On January 7, 2014, the City Council continued the matter to January 21, 2014.

## ANALYSIS:

CMC §2.10.040 (a) states that:

No person other than a candidate shall make, and no person or candidate shall solicit or accept, any contribution which will cause the total amount contributed by such person with respect to a single election in support of or opposition to a single candidate or measure, including contributions to all committees supporting or opposing such candidate or measure, to exceed one thousand dollars. For purposes of this

chapter, contributions from husband and wife are considered separate and distinct contributions and may not exceed one thousand dollars each. However, contributions purported to be from minor children under eighteen years of age shall be considered one in the same as those made by their respective parent(s) and/or guardian(s)." (Emphasis added).

Section 2.10.040 (a) refers to "a single election" in establishing the \$1,000 campaign contribution limit. The \$1,000 cap is not tied to a "per calendar year" regardless of whether it is an "election year" or a "nonelection year." Thus, Section 2.10.040(a) imposes a single one time \$1,000 contribution per election per candidate regardless of the year, election or nonelection. Thus, for example, a candidate can collect a single \$1,000 contribution from a single source for the 2015 election. She can receive the contribution in 2014 or 2015, or she can obtain part of it in both years. The "year" does not matter. She is limited to a total \$1,000 contribution from a single source in support of her candidacy for the 2015 election. Pursuant to CMC §2.10.020, an "Election" means any primary, general or special municipal election held in the city including an initiative, referendum or recall election." (Emphasis added.) Therefore, the Section 2.10.040(a) \$1,000 campaign contribution limit also applies to a recall election. The recall election year formally begins on the date that the City Council issues its order calling for the election under *Elections Code* §11240.

CMC §2.10.045 states, in part, that:

Notwithstanding the provisions set forth in Section 2.10.040, no person other than a councilmember shall make, and no person or councilmember shall solicit or accept, any contribution which will cause the total amount contributed by such person with respect to any calendar year at which said councilmember has not declared his or her candidacy, including contributions to all committees associated with said councilmember in any way, to exceed one thousand dollars... (Emphasis added.)

Section 2.10.045 imposes a \$1,000 cap on any contributions during non-election years. Section 2.10.045 is not required in order to limit contributions for a campaign or measure during non-election years. As analyzed above, they are already limited to a total of \$1,000 for any election or measure. Nevertheless, §2.10.045 is not superfluous.

A councilmember can also legally solicit contributions and spend such contributions for "non-campaign" related purposes. Chapter 9 of the California Fair Political Practices Commission's Campaign Disclosure Manual 2 ("Chapter 9") provides that expenditures of campaign funds must be reasonably related to a political, legislative or governmental purpose. [Citing *Government Code* §82025.] Chapter 9 provides, "After an election, a successful candidate may use leftover campaign funds for officeholder expenses or for a future election." Chapter 9 provides examples of restrictions for the expenditure of campaign funds. These examples are summarized as follows:

1. **Automobile Expenses** – When making payments associated with leasing, purchasing, or operating a vehicle, such insurance maintenance, and repairs, the campaign committee must be the lessee or hold title to the Vehicle. Additional titleholders may not be the candidate, officeholder, treasurer, or any other person who may approve campaign expenditures.
2. **Reimbursed Automobile Expenses** – An officeholder, candidate, or family member and staff may be reimbursed by the committee for use of a personal vehicle if the use is directly related to a political, legislative or governmental purpose.
3. **Clothing** – Committee may not pay for a candidate's business or casual clothing. Specialty clothing, such as formal wear worn by an officeholder or candidate, may be purchased with campaign funds if the use of such clothing is directly related to a political, legislative, or governmental purpose.
4. **Contributions to Other Candidates** – Candidates may make contributions to other candidates and committees unless prohibited by local rules.
5. **Donations** – Campaign funds may be used to make donations or loans to a bona fide charitable, educational, civic, religious, or similar tax exempt non-profit organizations. The donation must be reasonably related to a political, legislative, or governmental purpose.

6. **Equipment and Appliances** – Campaign funds may be used to buy, lease, or refurbish equipment or appliances, but only if their use is directly related to a political, legislative, or governmental purpose.
7. **Food** – Campaign may pay for a meal when the expenditure is \$200 or less as long as the expense is reasonably related to a political, legislative, or governmental purpose.
8. **Fines, Penalties, Judgments, and Settlements** – Only the following fines, penalties, judgments and settlements may be paid with campaign funds: (1) parking citations received while performing political, legislative, or governmental activities; (2) fines assessed in relation to situation in which the use of campaign funds to pay for an attorney is allowed; (3) fines imposed for late filing of campaign statements.
9. **Gifts** – Unless directly related to a political, legislative, or governmental purpose, personal gifts may not be paid from campaign funds.
10. **Health-Related Expenses** – A committee may pay for health care benefits for its employees or independent contractors.
11. **Independent Expenditures** – Candidates are prohibited from using campaign funds to make independent expenditures to support or oppose other candidates, or to make contributions to other committees for the purpose of making independent expenditures to support or oppose other candidates.
12. **Real Property** – A committee may not purchase real property. It may, however, lease property for up to one year, as long as its use is directly related to a political, legislative or governmental purpose.
13. **Refunding Contributions** – The return of contributions to contributors is permitted.
14. **Salary and Compensation** – The candidate or officeholder, or any individual authorized to approve the committee's expenditures, may not receive a salary or other compensation from the committee for the performance of political, legislative or governmental activities.

There is nothing in the Political Reform Act that would prohibit a local official from receiving donations or contributions for non-campaign or measure purposes during a non-election year, as long as they are spent for political, legislative or governmental activities. According to the Fair Political Practices Commission (FPPC), as long as the expenditure is reasonably related to a political, legislative or governmental purpose, they are proper. The FPPC has advised the City Attorney's Office that contributions deposited into a campaign committee account can be utilized for non-campaign related purposes, as long as such expenditures relate to a political, legislative or governmental purpose.

Although CMC §2.10.040 (a) limits campaign contributions during non-election years, it does not technically apply to contributions that are made and spent for purposes that relate to a political, legislative or governmental purpose, but not for a campaign or measure. Section 2.10.045 is not tied to a campaign or measure, but imposes the \$1,000 cap per calendar year. Although §2.10.045 does not change §2.10.040's cap on campaign or measure contributions, it does impose a general cap of \$1,000 per calendar year for contributions that are used for expenditures that are related to a political, legislative or governmental purpose. If §2.10.045 is repealed, this type of contribution will remain uncapped.

The interpretation of the campaign contribution cap sections is complicated and confusing. The Council may be better off changing the CMC to provide for a general \$1,000 contribution per calendar year, as opposed to an election year, so that the rules are clearer.

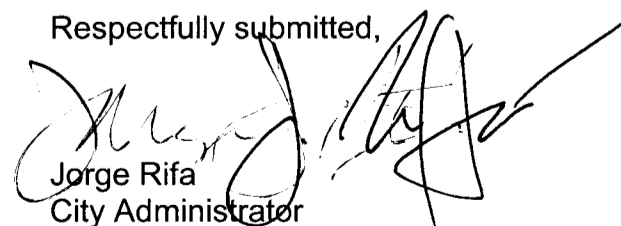
**FISCAL IMPACT:** No fiscal impact will arise from the adoption of this Ordinance.

Approved as to form,



Eduardo Olivo  
City Attorney

Respectfully submitted,



Jorge Rifa  
City Administrator



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA REPEALING SECTION 2.10.045 (CAMPAIGN CONTRIBUTION LIMITATIONS – NONELECTION YEARS) OF CHAPTER 2.10 (LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS) OF THE COMMERCE MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Section 2.10.045 (CAMPAIGN CONTRIBUTION LIMITATIONS – NONELECTION YEARS) of Chapter 2.10 (LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS) of the Commerce Municipal Code is hereby repealed.

SECTION 2. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 3. Effective Date.

This Ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 4. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF COMMERCE

By: \_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk







# AGENDA REPORT

DATE: January 21, 2014

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: STATUS UPDATE ON SLAUSON AVENUE STREET/SIDEWALK IMPROVEMENT AND TREE PLANTING CONCEPTUAL PROJECT **AND** RESOLUTION APPROVING \$2.15 MILLION OF MEASURE AA FUNDING FOR PROJECT IMPLEMENTATION

RECOMMENDATION:

1. Receive and file a report regarding the status update on the Slauson Avenue Street/Sidewalk Improvement and Tree Planting Conceptual Project; and
2. Adopt a Resolution approving \$2.15 million of Measure AA Funding for project implementation.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The severe displacement of sidewalk and other hardscape (caused in part by City street tree root damage) along Slauson Avenue between the I-710 and I-5 Freeways (Study Area) has created a hazardous condition which the City must address in order to comply with various local, state, and federal guidelines and laws including Americans With Disability Act.

In 2006, the City attempted to address the condition along Slauson Avenue within the context of a larger city street tree replacement project that involved the potential removal of over 900 street trees citywide. There was action brought against the City from an environmental group maintaining that the tree removal was considered a "project" or activity subject to California Environmental Quality Act (CEQA) review and consideration. A Court found that the City failed to conduct the proper CEQA analysis and required that any City project involving the removal of street trees was subject to CEQA (other than for projects involving the incidental removal or removal necessary for emergency reasons).

The Slauson Avenue Street/Sidewalk Replacement and Tree Planting project is presented to the Council at this meeting as a concept project. Any future action involving a formal or approval of any element of the project will be subject to CEQA review prior to any such action being taken the lead agency (City Council).

Given the status of existing claims the City has received regarding the hazardous conditions, and the need to commence the proper engineering feasibility for the project, in August 2013, staff from Public Works prepared a Capital Improvement Form (CIP Form) estimating the total project costs at \$2.75 million. This CIP form was submitted for Measure AA consideration along with several other projects. The intent of submitting this for Measure AA consideration, was a desire to insure a stable and committed funding source for this project and the belief that such a project could be a showcase project for the first large scale commitment of Measure AA monies that could make a dramatic, positive and timely impact on the visual and functional character of the street.

Once the Measure AA structure and membership was solidified, on November 7, 2013 a bus tour was conducted of the City. Measure AA Committee members in attendance included Craig, Papaian, Grajeda and Rodriguez as well as staff members Mendoza, Hamilton, Larson and Stinnett. The purpose of the tour was to familiarize the Measure AA Committee with the scope and breath of infrastructure improvements needed in the City.

After the tour concluded, it was the consensus of the group that the Slauson Avenue improvements should be one of the immediate priorities.

On December 10, 2013, a study (including a survey and analysis) of the existing sidewalk and tree conditions within the study area was completed by the City's consulting engineers (Transtech). The Study Area is approximately 2.7 linear miles and Slauson has two travel lanes in each direction. Known as the Slauson Avenue Tree and Sidewalk Analysis, the document reviewed the conditions of the area and concluded the existing parkway cannot accommodate for the root growth of the existing City street trees. This in turn causes damage to the public right of way including sidewalks, driveways, curb and gutters. More specifically, there were a total of 111 locations where the Ficus trees have lifted the sidewalks and caused related damage. The study also concluded the existing pavement along Slauson Avenue is also in need of rehabilitation to varying degrees.

Per this study, the engineers estimate to repair the damaged areas including street tree removal and replacement as well as construction of replacement curb and gutter is \$1.85 million. This estimate includes all hard and soft costs associated with the project including engineering and CEQA document preparation. The engineers estimate did not initially take in account the street pavement rehabilitation. However upon further review Transtech believes that sufficient funding is built in to the \$1.85 million request to account for some level of street repair.

ANALYSIS (Measure AA Recommendations to Council):

On January 13, 2014 staff presented the results of the Analysis to the Measure AA Committee. The conceptual project was broken down into three major tasks each of which could be implemented independently. The results of the presentation and subsequent funding recommendations to the City Council from the Measure AA Committee are outlined as follows:

**Task 1: Tree and Sidewalk Replacement along Slauson Avenue**

- AA Commission recommends to City Council consideration of \$1,850,000 from Measure AA funding for the proposed tree and sidewalk replacement to reconstruct damaged areas.

**Task 2: Sidewalk Gap Completion on the south side of Slauson Avenue between Gage Avenue and the I-5 Freeway Bridge**

- Currently, there is no sidewalk on the south side of Slauson Avenue between Gage Avenue and the I-5 Freeway Bridge around Ramada Hotel. A new sidewalk would provide a pedestrian path and connection from Gage Avenue to Telegraph Road. The Committee recommends that City Council consider \$200,000 of Measure AA funding to install sidewalk on the south side of Slauson Avenue between Gage Avenue and the I-5 Freeway Bridge, subject to approvals and no fee permits to the City by Caltrans and Rail Road Company. The project may require permits from Caltrans and Rail Road Company because of its proximity to the I-5 Freeway and rail road.

**Task 3: Pavement Management System (Citywide)**

- In 2006, the City Council adopted the 2006 Pavement Management Program. The Program identified current conditions of the streets and recommended appropriate treatment methods to maintain/repair deficiencies in the streets. Since then, many of the elements and recommendations in the program have been implemented. However, in the wake of the presentation on Slauson Avenue and the commitment of significant resources to this project, the Committee understood the need to budget for long term maintenance and operations costs. They felt strongly that **proper** preventative maintenance is absolutely essential for the success of the investment in the infrastructure. Roadway systems are one of the City's largest and most visible assets, and require a well planned and structured maintenance plan. Reasonable asset management includes data review, analysis, planning and implementation of a maintenance program. A Pavement Management System is a planning tool that collects and monitors information on current pavement conditions, and evaluates and

prioritizes alternative maintenance, rehabilitation and reconstruction (repair) strategies. An effective pavement management system and preservation program will greatly benefit the City by preserving investment on the roadways, enhancing pavement performance, ensuring cost effectiveness, extending pavement life, reducing user delays, and providing improved safety and mobility. Early action will prevent higher future costs. Without an effective pavement management program, existing streets will reach point of failure, requiring expensive reconstruction to bring back to service condition in the future. The AA Committee recommended to City Council consideration of \$100,000 funding from Measure AA Funds to develop a Pavement Management System.

### Next Steps

Staff recommends that the City Council adopt the Resolution approving \$2.15 million of Measure AA Funding for project implementation. It is important to note that before monies are spent on the Slauson Avenue project, or any decisions made on the project, that a CEQA document including an Initial Study and applicable environmental review document be prepared and ultimately presented to Council for consideration and adoption. Staff will return to the Council in February with an RFP to begin the selection process for a CEQA consultant for the proposed project. As the project details are developed the Measure AA Committee also requested to be updated on the project status.

In addition to the Slauson items reviewed by the Measure AA Committee, there were other projects and requests reviewed. These will be presented to the Committee by the specific departments making the request for starting on February 3<sup>rd</sup> and then the successive dates of March 3<sup>rd</sup>, and April 3<sup>rd</sup>.

### FISCAL IMPACT:

The Attached Resolution will authorize \$2.15 million of Measure AA Funding for implementation of the Slauson Avenue project. This is consistent with the Measure AA Committee recommendation and includes the following items:

- \$1,850,000 for proposed tree and sidewalk replacement to reconstruct damaged areas and will include some street repair/rehabilitation;
- \$200,000 for installation of a sidewalk on the south side of Slauson Avenue between Gage Avenue and the I-5 Freeway bridge; and
- \$100,000 for preparation of a Citywide Pavement Management System.

### RELATIONSHIP TO 2012 STRATEGIC GOALS:

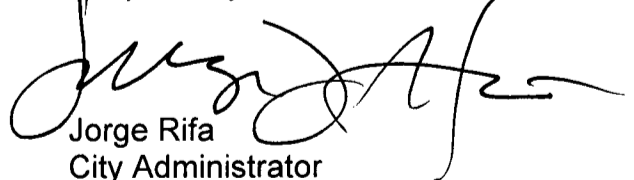
The issue before the Council is applicable to the following Council strategic goal to "Protect and Enhance Quality of Life in the City of Commerce". The recommendations contained in this report are intended to insure that Commerce residents are aware of citywide efforts to preserve, protect, and enhance the City's street infrastructure to benefit all residents.

Recommended and prepared by:



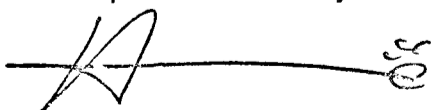
Alex Hamilton  
Assistant Director of Community Development

Respectfully submitted,



Jorge Rifa  
City Administrator

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING \$2.15 MILLION OF MEASURE AA FUNDING FOR IMPLEMENTATION OF  
SLAUSON AVENUE STREET/SIDEWALK IMPROVEMENT AND TREE PLANTING  
CONCEPTUAL PROJECT

WHEREAS, the severe displacement of the sidewalk and other hardscape caused in part by City street tree root damage along Slauson Avenue between the I-710 and I-5 Freeways has created a hazardous condition which the City must address in order to comply with various local, state, and federal guidelines and laws including Americans With Disability Act (ADA); and

WHEREAS, the existence of this condition required the performance of a comprehensive tree and sidewalk study to determine the nature and extent of the damage and propose an engineering solution for corrective work; and

WHEREAS, given the extent of damage and status of existing claims received by the City regarding the hazardous conditions and the need to comment the proper engineering feasibility for the project, in August 2013, Public Works staff prepared a Capital Improvement Form (CIP) Form request estimated the total project costs at \$2.75 Million and it was submitted for Measure AA consideration; and

WHEREAS, on August 5, 2013, the City Council awarded a professional services agreement to Transtech Engineers, Inc., to conduct the Tree and Sidewalk Study for Slauson Avenue; and

WHEREAS, on November 7, 2013, a bus tour was conducted of the City to familiarize the Measure AA Committee with the scope and breath of infrastructure improvements needed in the City, and after the tour concluded it was the consensus of the group that the Slauson improvements should be one of the immediate priorities; and

WHEREAS, on December 10, 2013, Transtech Engineers, Inc. completed the "Slauson Avenue Tree and Sidewalk Analysis" and the study concluded that the existing parkway cannot accommodate for the root growth of existing City street trees along Slauson Avenue and the growth damages the public right-of-way including sidewalks, driveways, curbs and gutters. The study identified 111 locations where the Ficus street trees have lifted the sidewalks and caused related damaged. Furthermore, the Study concluded that the existing pavement along Slauson Avenue is also in need of rehabilitation to varying degrees; and

WHEREAS, January 13, 2014, staff presented the results of the Slauson Avenue Tree and Sidewalk Analysis to the Measure AA Committee; and

WHEREAS, upon reviewing the Analysis and engineering funding estimates contained in the Analysis, the Measure AA Committee recommended to the City Council that \$2.15 Million of Measure AA funding be committed to the project for its implementation; and

WHEREAS, the current funding balance of Measure AA is approximately \$3 Million; and

WHEREAS, the Measure AA Committee understands that before any monies are actually expended on the project or decisions made approving the project, that a CEQA document including an Initial Study and applicable environmental review will be needed for the project for Council (Lead Agency) review, consideration, and certification.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. \$2.15 Million of Measure AA Funding for the implementation of the Slauson Avenue project be approved by the City Council to include the following items:

- \$1,850,000 for proposed tree and sidewalk replacement to reconstruct damaged areas and will include some street repair/rehabilitation;

- \$ 200,000 for installation of a sidewalk on the south side of Slauson Avenue between Gage Avenue and the I-5 Freeway Bridge;
- \$ 100,000 for installation of a sidewalk on the south side of Slauson Avenue between Gage Avenue and the I-5 Freeway Bridge.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk