

**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, APRIL 16, 2013 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Aguilar

**PLEDGE OF ALLEGIANCE**

Danilo Batson, Assistant Director of  
Public Services

**INVOCATION**

Councilmember/Board Member Baca Del Rio

**ROLL CALL**

City Clerk/Secretary Olivieri

**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.**

**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 Concurrent Adjourned Regular Meetings of Tuesday, April 2, 2013, held at 5:00 p.m. and Concurrent Regular Meetings of Tuesday, April 2, 2013, held at 6:30 p.m.

2. Approval of Warrant Register No. 19

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 19A, dated April 16, 2013, and No. 19B, for the period April 3, 2013, to April 11, 2013.

3. Commendation – Honoring Alfred A. Plamann, Chief Executive Officer of Unified Grocers Upon His Retirement

The **City Council** will consider for approval a Commendation for Alfred A. Plamann, Chief Executive Officer of Unified Grocers, upon the occasion of his retirement.

4. Proclamation – Arbor Day

The **City Council** will consider proclaiming Wednesday, April 24, 2013, as Arbor Day in the City of Commerce.

5. Proclamation – “DMV/Donate Life California Month”

In recognition of *National Donate Life Month*, the Donate Life California Registry is encouraging California residents to become organ and tissue donors, by registering on-line, or when they apply for or renew their driver’s license or I.D. card. More than 116,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list.

The **City Council** will consider proclaiming April 2013 as “DMV/Donate Life California Month” in the City of Commerce.

6. Mayoral Appointment to Oversight Board of Successor Agency to Commerce Community Development Commission

The **City Council** will consider for approval appointing Mayor Pro Tempore Lilia R. Leon to represent the City on the Oversight Board of the Successor Agency to the Commerce Community Development Commission, replacing the City Administrator thereon, and appointing the City Administrator to serve as Mayor Pro Tempore Leon’s alternate to the Oversight Board.

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

04/16/2013 – 6:30 p.m.

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7. A Resolution of the City Council of the City of Commerce, California, Approving Revisions to the: (1) Medical, and/or Pregnancy Disability Leave V-4 Policy; and (2) Sick and Vacation Leave Conversion Plan (Pre-retirement) Policy V-6

The **City Council** will consider for approval and adoption a proposed Resolution approving revisions to the: (1) Medical, and/or Pregnancy Disability Leave V-4 Policy; and (2) Sick and Vacation Leave Conversion plan (Pre-retirement) policy V-6.

8. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement Between the City and Pyro Spectaculars, Inc., a California Corporation for the 4th of July Pyrotechnic Display at Rosewood Park

The **City Council** will consider for approval and adoption a proposed Resolution approving an Agreement between the City and Pyro Spectaculars, Inc., a California corporation, for an aerial fireworks display for the 2013 Fourth of July Celebration at Rosewood Park.

9. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement Between the City and Raymond Leefe dba Candyland Amusements for Carnival Services for the 4th of July Celebration at Rosewood Park

The **City Council** will consider for approval and adoption a proposed Resolution with Raymond Leefe, dba Candyland Amusements, for carnival services to be held in conjunction with the 2013 Fourth of July Celebration at Rosewood Park.

10. A Resolution of the City Council of the City of Commerce, California, Approving a Proposed Addendum to the California Cities for Self-Reliance Joint Powers Authority Agreement to Amend the Joint Powers Agreement Regarding the Appointment of a Treasurer

The JPA was established on July 11, 2001, by the execution of a Joint Powers Authority (“JPA”) Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Gardena and the City of Hawaiian Gardens. On September 12, 2006, the JPA approved the Addendum to admit the City of Compton and the City of Inglewood as Trade Members. The Members have proposed that the JPA rotate the position of Treasurer among the Members.

At the request of Councilmember Baca Del Rio, the **City Council** will consider for approval and adoption a proposed Resolution approving a proposed Addendum to the California Cities for Self-Reliance Joint Powers Authority Agreement to amend the Joint Powers Agreement regarding the appointment of a Treasurer.

11. A Resolution of the City Council of the City of Commerce, California, in Support of AB 750 (Garcia) Related to Economic Development for Cities

The **City Council** will consider for approval and adoption a proposed Resolution supporting AB 750 (Garcia), related to economic development for cities, extending to general law cities the power to utilize economic incentives such as the sale of city-owned property to stimulate economic development and insulate them from the “gift of public funds” challenge. This is a power that charter cities currently have.

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

04/16/2013 – 6:30 p.m.

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12. A Resolution of the City Council of the City of Commerce, California, in Support of AB 741 (Brown) to Add Section 98.3 to the California Revenue and Taxation Code Which Proposes to Ensure that Qualifying Cities Receive a Minimum Amount of Ad Valorem Property Tax Revenues Necessary to Maintain Services

The **City Council** will consider for approval and adoption a proposed Resolution supporting AB 741 (Brown), to add Section 98.3 to the California Revenue and Taxation Code which proposes to ensure that qualifying cities receive a minimum amount of ad valorem property tax revenues necessary to maintain services.

The intent of the bill is to have those cities that received less than a 15% allocation for every \$1 of property tax revenue, using fiscal year 2011-12 as the base fiscal year, to eventually get that allocation “bumped up” to 15% over a 3-year period.

13. A Resolution of the City Council of the City of Commerce, California, in Opposition to SB 620 (Wright) Related to the Water Replenishment Districts

The **City Council** will consider for approval and adoption a proposed Resolution in opposition to SB 620 (Wright), related to Water Replenishment Districts, which would remove a cap on WRDs reserve funds imposed by the Legislature several years ago, and would allow WRDs to build up reserves and raise their replenishment rates accordingly: The proposed Resolution further authorizes the Mayor to sign a letter on behalf of the City of Commerce in opposition to SB 620.

## PUBLIC HEARINGS – None

## SCHEDULED MATTERS

14. Presentation by South Coast Air Quality Management District (AQMD) on Exide Technologies’ Health Risk Assessment

The **City Council** will receive a presentation, and provide appropriate direction as deemed necessary with respect to, the AQMD’s report on Exide Technologies’ Health Risk Assessment and the upcoming public meetings regarding the arsenic emissions from the facility. AQMD representatives will make the presentation.

15. Commission and Committee Appointments

The **City Council** will make the appropriate appointments to the following Commissions and Committees: Community Services Commission, Education Commission, Library Commission, Parks & Recreation Commission, Planning Commission, Senior Citizens Commission, Traffic Commission, Youth Advisory Commission, Beautification Committee, I-710 Local Advisory Committee (Ad Hoc) and Environmental Justice Advisory Task Force.

16. Delegate and Alternate Appointments

The City Council annually selects from among its members who will serve as delegates and alternates on various boards.

The **City Council** will make the following delegate and alternate appointment for the period April 2013 to April 2014, unless otherwise specified: I-5 Consortium.

**ORDINANCES AND RESOLUTIONS**

17. A Resolution of the City Council of the City of Commerce, California, Approving Various Professional Services Associated with the Valuation of 4545 Washington Boulevard in Relation with the Washington Boulevard Widening and Reconstruction Project

The **City Council** will consider for approval and adoption a proposed Resolution approving various professional services associated with the valuation of 4545 Washington Boulevard in relation to the Washington Boulevard Widening and Reconstruction Project and the required right-of-way or easement needed for the project.

**CIP PROGRESS REPORT**

18. Fiscal Year 2012/13 Capital Improvement Program Update

The **City Council** will receive an update on the fiscal year 2012/2013 Capital Improvement Program and thereafter consider said report for receipt and filing and provide direction as may be deemed necessary.

**I-710 LOCAL ADVISORY COMMITTEE UPDATE – None**

**RECESS TO CLOSED SESSION – No Items**

**ADJOURNMENT**

Adjourn in memory of Roberto A. Raigosa, longtime Commerce resident, to Tuesday, April 23, 2013, at 3:00 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.**





# AGENDA REPORT

Meeting Date: April 16, 2013

**TO: HONORABLE CITY COUNCIL**  
**FROM: CITY ADMINISTRATOR**  
**SUBJECT: COMMENDATION – MR. ALFRED A. PLAMANN, CHIEF EXECUTIVE OFFICER OF UNIFIED GROCERS ON THE OCCASION OF HIS RETIREMENT**

**RECOMMENDATION:**

Approve the commendation.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

Alfred A. Plamann is Chief Executive Officer of Unified Grocers, Inc. He was named President & Chief Executive Officer in September 1999 when Los Angeles-based Certified Grocers of California merged with United Grocers of Portland, Oregon.

Prior to the merger, Mr. Plamann served as president & CEO of Certified Grocers of California for six years, and also spent four years as Senior Vice President of Finance and Chief Financial Officer.

In February of 2004, he was inducted into the National Cooperative Grocers Association Hall of Achievement. In January of 2013, he received the industry's Herbert Hoover Award, recognizing his humanitarian business efforts

Mr. Alfred Plamann will be retiring next month. The Commerce City Council wishes to recognize his accomplishments and contributions, and wish him well in his future.

Respectfully submitted,

  
Jorge J. Rifa  
City Administrator





COMMENDATION OF THE COMMERCE CITY COUNCIL  
HONORING  
**ALFRED A. PLAMANN**  
ON THE OCCASION OF HIS RETIREMENT  
AS PRESIDENT AND CHIEF EXECUTIVE OFFICER OF  
UNIFIED GROCERS, INCORPORATED

***WHEREAS**, Alfred A. Plamann is retiring from Unified Grocers, Inc. as President and Chief Executive Officer after 23 years of dedicated service; and*

***WHEREAS**, Alfred A. Plamann has built a distinguished career by cultivating success, first at Atlantic-Richfield where he worked for 13 years and over the last 23 years he has spent leading Unified Grocers to greater profitability; and*

***WHEREAS**, Alfred A. Plamann, as President and CEO of Unified Grocers was successful in nearly doubling the company's growth and transforming Unified Grocers from a company with \$1.8 billion in annual sales to an economic powerhouse with nearly \$4 billion in annual sales; and*

***WHEREAS**, Alfred A. Plamann, in addition to serving as the chairman of the Twelfth District Economic Advisory Council of the Federal Reserve, also served on numerous industry boards and organizations, as well as the non-profit Weingart Center Association, which provides assistance to the homeless in Los Angeles; and*

***WHEREAS**, Alfred A. Plamann's accomplishments in the grocery industry led to his induction into the California Grocers Association Hall of Achievement; and*

***WHEREAS**, Alfred A. Plamann's commitment, creativity, and hard work has contributed greatly to the growth and unprecedented success of Unified Grocers, placing this extraordinary Commerce company in an outstanding position for continued success in the years to come:*

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE HEREBY COMMENDS ALFRED A. PLAMANN ON THE OCCASION OF HIS RETIREMENT AND FOR HIS OUTSTANDING CONTRIBUTIONS TO THE SUCCESS OF UNIFIED GROCERS. WE WISH HIM GREAT PROSPERITY, HEALTH AND HAPPINESS IN THE YEARS AHEAD.**

Dated this 16<sup>th</sup> day of April 2013.

ATTEST:

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

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk





# AGENDA REPORT

MEETING DATE: April 16, 2013

TO: Honorable City Council  
FROM: City Administrator  
SUBJECT: ARBOR DAY PROCLAMATION

**RECOMMENDATION:**

With the consent of the City Council, the Mayor will proclaim Wednesday, April 24, 2013, as Arbor Day in the City of Commerce.

**MOTION:**

Move to approve staff's recommendation to proclaim April 24, 2013 Arbor Day in the City of Commerce.

**BACKGROUND:**

In a nationwide effort to encourage planting of shade and forest trees; harvesting of forest crops by approved conservation methods; and protection of forests from the scourge of devastating fires, insects and disease that destroy the beauty and usefulness of woodlands and wildlife, California State Legislature adopted an Act for the designation of Arbor Day. This Legislative Act encourages the participation of local governments to recognize and celebrate Arbor Day each year.

**ANALYSIS:**

This year, the City will proclaim Wednesday, April 24, 2013, as Arbor Day in the City of Commerce. Everyone capable of doing so is urged to observe this day by planting one or more trees and by participating in one or more programs offered by sponsors of Arbor Day.

**FISCAL IMPACT:**

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

**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 by:**

  
Danilo Batson  
Assistant Director of Public Services

**Prepared by:**

  
Hector Orozco  
Street & Tree Maintenance Supervisor

Attachment

**AGENDA ITEM No.** 4



PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE  
CITY OF COMMERCE, CALIFORNIA, PROCLAIMING  
WEDNESDAY, APRIL 24, 2013, AS ARBOR  
DAY IN THE CITY OF COMMERCE

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, the City of Commerce Public Services Tree Division has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, the City Council of the City of Commerce, California, does hereby proclaim Wednesday, April 24, 2013, as

“ARBOR DAY”

in the City of Commerce and urge all citizens to support efforts to care for our trees and woodlands and to support our city’s community forestry program; and

FURTHER, all citizens are urged to plant trees to gladden the hearts and promote the well-being of present and future generations.

PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of April, 2013.

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Joe Aguilar  
Mayor

ATTEST:

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Linda Kay Olivieri, MMC  
City Clerk





# AGENDA REPORT

DATE: April 16, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A PROCLAMATION DESIGNATING THE MONTH OF APRIL 2013 AS  
"DMV/DONATE LIFE CALIFORNIA MONTH"

**RECOMMENDATION:**

City staff is recommending that the City Council approve a Proclamation to proclaim the month of April 2013 as "DMV/Donate Life California Month."

**MOTION:**

Approve the recommendation.

**BACKGROUND:**

In recognition of *National Donate Life Month*, the California Organ & Tissue Donor Registry encourages others to become organ and tissue donors, by registering on-line, or when they apply for or renew their driver's license or I.D. card. More than 116,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list. In addition to there being a need for organs and tissue donors, the nation is also in urgent need of blood and marrow donors.

**ANALYSIS:**

The State of California is in need of more donors. Saving lives and healing the lives of others is recognized worldwide as an expression of compassion to those in need. In addition to proclaiming the month of April 2013 as "DMV/Donate Life California Month", the City also has the option to show support by having our Mayor participate in the 2013 Donate Life Run/Walk (for a fee), make a monetary contribution towards the cause, or educate employees by signing up for the Donate Life eCampaign.

The City Council will consider proclaiming April 2013 as "DMV/Donate Life California Month" in the City of Commerce.

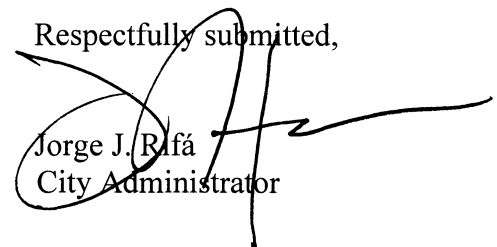
**FISCAL IMPACT:**

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

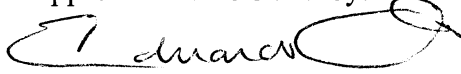
Recommended by:

  
Loretta Gutierrez  
Director of Safety and Community Services

Respectfully submitted,

  
Jorge J. Rafá  
City Administrator

Approved As To Form by:

  
Eduardo Olivo  
City Attorney

Agenda 2013-05 Proclamation DMV Donate Life Calif Month April 2013





**A Proclamation of the City Council of the  
City of Commerce  
Designating April 2013  
As  
DMV/DONATE LIFE CALIFORNIA MONTH**

**WHEREAS**, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

**WHEREAS**, more than 116,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and every 90 minutes one person dies while waiting due to the shortage of donated organs; and

**WHEREAS**, the need for donated organs is especially urgent in Hispanic and African American communities; and

**WHEREAS**, more than 600,000 units of blood per year are needed to meet the need in California; and

**WHEREAS**, at any given time, 6,000 patients are in need of volunteer marrow donors; and

**WHEREAS**, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need;

**WHEREAS**, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood; and

**WHEREAS**, the spirit of giving and decision to donate are not restricted by age or medical condition; and

**WHEREAS**, nearly ten million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and

**WHEREAS**, California residents can sign up with the Donate life California Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

**NOW, THEREFORE**, I, Joe Aguilar, Mayor of the City of Commerce, do hereby proclaim the month of April 2013 as "DMV/Donate Life California Month" and encourage others to express their compassion by registering as organ and tissue donors.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April 2013.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk

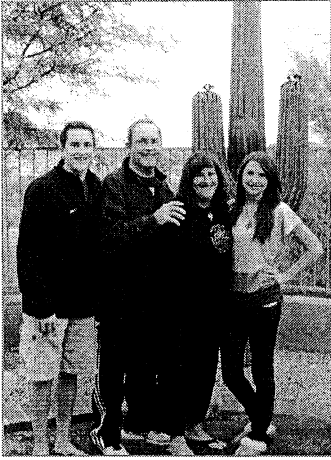


# Donate Life Run/Walk 2013



## Meet the Event's Founders/Directors: Craig and Kathleen Hostert

Craig and Kathleen Hostert met as clerks at a local Sav-on where, Kathleen says, "I fell madly in love with Craig my first day on the job." Now married with two beautiful children, the Hosterts are an active couple, going on ski trips, camping trips, running in races and enjoying life together as a family. You would never guess that Craig used to rely on three-times weekly dialysis treatments to keep him alive.



In 1986, Craig was diagnosed with an autoimmune disorder of the kidneys. When kidney failure became a real possibility, Craig's three brothers and sister tested to be kidney donors, but were ruled out. After 2 ½ years on dialysis for Craig and endless testing, Kathleen was matched as a donor. On June 25, 1998, the transplant surgery was completed with successful results. After 14 years the disease took over the new kidney and Craig was forced to return to dialysis. Justin Hostert, Craig's son, who had wanted to save his dad's life by giving him a kidney since he was nine years old, was tested and matched as a donor. After six months on dialysis, Craig received his second lifesaving gift on December 12, 2012.

*"The transplants have changed our lives in ways you can't even imagine. We have always felt that this chapter in our lives was meant for some reason. We believe it is our calling to help othes understand how important, how heroic and honorable it is to dedicate oneself as an organ donor",* reflect the Hosterts.

Today, more than ever, the Hosterts make it their mission to inspire people about the need for organ and tissue donation. They urge others to discuss organ donation with family and friends, and consider becoming an organ donor. To this end, they are committed to ensuring that the Donate Life Run/Walk and Family Festival remains an inspiring event not to be missed.

## The Event's Producer: OneLegacy

OneLegacy is part of a nationwide network of non-profit, organ recovery agencies dedicated to "bridging lives" through the life-saving and life-enhancing benefits of organ and tissue donation. Working together with hospitals, transplant centers, healthcare support agencies, and civic and community organizations, OneLegacy serves a diverse population of over 20 million people in the seven-county Southern California area.



As a public health agency, OneLegacy is committed to educating the public about the critical need for organ and tissue donation. OneLegacy proudly works with a network of transplant recipient organizations, blood banks, physicians groups and other community organizations to achieve these aims.

To learn more about OneLegacy and how you can volunteer for the organization visit [www.OneLegacy.org](http://www.OneLegacy.org).



## Southern California Donate Life Run/Walk 2013



- When:** April 27, 2013  
7:00am to 2:00pm  
Cal State University, Fullerton
- Special Guests:** Southern California Mayors and Civic Leaders Participating in Mayor-athon Challenge
- Features:** 5K Run/Walk, 1K Healthy Walk  
Family Festival  
Live entertainment  
Special activities for children.
- What:** A non-competitive, certified 5K Run and Honor Walk to inspire and educate the community on the importance of organ and tissue donation
- Who:** All runners and walkers, dialysis patients, transplant recipients, organ donors, donor families, allied health professionals, high school and college students are invited to come out and participate.
- Where:** Intramural Field on Cal State University Fullerton campus  
800 State College Blvd. in Fullerton
- Registration:** Register by mail, fax, or online at [www.donateliferunwalk.org](http://www.donateliferunwalk.org)  
Registration begins at 7:00am
- \$35 for 5K runners/1K walkers  
\$25 for organ donors, transplant recipients and donor families  
\$25 for students with student ID

See what the excitement is all about!  
Visit the official Donate Life Run/Walk website:  
[www.donateliferunwalk.org](http://www.donateliferunwalk.org)



## Agenda of participation for Civic Official

- The Civic Official and/or a Representative of the City will attend the 2013 Donate Life Run/Walk on Saturday, April 27th, 2013. They will join other Mayors and Civic Leaders from around Southern California to show their support for their individual cities.
  - 7:15 am Arrival time – park in VIP area and place parking pass on dash (Parking pass will be mailed to you the week before the event)
  - 7:30 – 8:00 am Breakfast provided for Mayors and Civic Leaders in VIP Section
  - 8:15 am Civic Leaders & VIP’s group photo – main stage
  - 8:30 am Civic Leaders to participate in Opening Donor Ceremony
  
  - 9:00 am Run/Walk begins- Civic Leaders have the opportunity to walk with someone from their own city who is personally affected by organ and tissue donation.
  - 10:00-12:00 Civic Leaders are welcome to stay and enjoy lunch provided by Whole Enchilada in the VIP section following the walk.
  - 10:00-12:00 Family Health Festival – Civic Leaders are welcome to stay and enjoy the festivities.
    - Civic Leaders are welcome to bring guest/family members. Please contact **Erika Ospina Awad** at [eospinaawad@onelegacy.org](mailto:eospinaawad@onelegacy.org) with the names of additional guests to ensure their names are on the VIP list.
- All participating Civic Leaders will receive a confirmation packet with the following one week prior to the event:
  - Parking pass
  - Map of event
  - Donate Life Polo Shirt to identify them as VIP’s ( PLEASE WEAR TO EVENT)
  - Guest passes for guest/family members





# AGENDA REPORT

Meeting Date: 04/16/2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Mayoral Appointment to Oversight Board of the Successor Agency to the Commerce Community Development Commission

## RECOMMENDATION:

Approve the Mayor's appointment of Mayor Pro Tempore Lilia R. Leon to represent the City on the Oversight Board of the Successor Agency to the Commerce Community Development Commission, replacing the City Administrator thereon, and appoint the City Administrator to serve as Mayor Pro Tempore Leon's alternate to the Oversight Board.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

At its meeting of March 6, 2012, the City Council ratified the Mayor's appointments of the City Administrator and City Planner to the Redevelopment [AB 1X 26] Oversight Board. The City Administrator represents the City, which formed the former redevelopment agency. The City Planner represents the employees of the former redevelopment agency from the recognized employee organization representing the largest number of former redevelopment agency employees.

Per the provisions of AB 1X 26, County Sanitation District No. 2, as the largest special district, by property tax, with territory in the territorial jurisdiction of the former redevelopment agency, appointed Mayor Leon to serve as its appointee to the Oversight Board.

## ANALYSIS:

At its meeting of April 2, 2013, Mayor Pro Tempore Leon indicated her interest in remaining on the Oversight Board. After reviewing the matter with Sanitation District staff, it has been determined that the individual appointed by the District to the Oversight Board must be a member of the District's Board of Directors. The current seated Mayor is the City's member on the Board of Directors. There is no guarantee that the District will appoint Mayor Aguilar as its representative to the Oversight Board, and may, in fact, appoint any other member of the Board to serve thereon.

In order to maintain consistent City representation on the Oversight Board, and due to the City Administrator's workload, as well as responsibilities associated with the upcoming 2013-2014 budget presentations and union negotiations, it is being recommended that the Mayor appoint, and the Council approve the appointment of, Mayor Pro Tempore Leon to replace the City Administrator as the City's appointee to the Oversight Board, with the City Administrator to be appointed as the designated alternate.

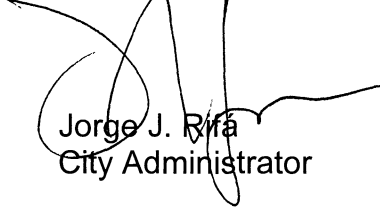
FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic Goal.

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Recommended by:



Linda Kay Olivieri  
City Clerk

Reviewed as to form:



Eduardo Olivo  
City Attorney





# AGENDA REPORT

MEETING DATE: April 16, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING REVISIONS TO THE: (1) MEDICAL, AND/OR PREGNANCY DISABILITY LEAVE V-4 POLICY; AND (2) SICK AND VACATION LEAVE CONVERSION PLAN (PRE-RETIREMENT) POLICY V-6

**RECOMMENDATION:**

Approve the Resolution adopting the revised Sick and Vacation Leave Conversion Plan (Pre-Retirement) Policy V-6 and Family, Medical, and/or Pregnancy Disability Leave Policy V-4 and authorizing the City Administrator and the Director of Human Resources to execute the revised policies.

**MOTION:**

Approve and adopt the Resolution and assign the number next in order.

**BACKGROUND:**

The Human Resources Department manages and maintains the City's Personnel Policies and Procedures Manual. The last comprehensive review of the Human Resources Policies and Procedures Manual was conducted in 1993. The Human Resources Department has committed to a comprehensive review of these policies and procedures. Policies requiring a meet and confer process are presented to the City of Commerce Employees Association Executive Board in order to meet in good faith and to receive employee comment regarding the adoption of such policies and procedures.

A notice regarding the implementation of these revised policies was submitted to the members of the CCEA Executive Board on February 7, 2013 for their review and comment. City staff subsequently presented representatives of the City of Commerce Employee Association the attached policies. As a result, suggestions and recommendations from the Association were incorporated. No further comments or concerns were received as of March 7, 2013. Therefore, the following revised Policies and Procedures are being submitted to the City Council for consideration and adoption:

- Family, Medical, and/or Pregnancy Disability Leave Policy V-4
- Sick and Vacation Leave Conversion Plan (Pre-Retirement) Policy V-6

**ANALYSIS:**


The proposed revisions made to the Family, Medical, and/or Pregnancy Disability Leave Policy V-4 are primarily language clean-up issues that either better reflect current law and/or the City's practices or generally improve the clarity and intent of the document.

The only revisions to the Sick and Vacation Leave Conversion Plan (Pre-Retirement) Policy V-6 being proposed are to allow for a one-time extension of the agreement due to unforeseen circumstances that impacts the employee's expected retirement date and updates to the Leave Conversion request form.

**FISCAL IMPACT:**

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

Recommended by:

  
Michael Casalou  
Director of Human Resources

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Prepared by:

  
Lisette Michel  
Senior Human Resources Analyst

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 REVISIONS TO THE: (1) MEDICAL, AND/OR PREGNANCY DISABILITY LEAVE V-4 POLICY; AND (2) SICK AND VACATION LEAVE CONVERSION PLAN (PRE-RETIREMENT) POLICY V-6

WHEREAS, the Human Resources Department is in the process of conducting a comprehensive review of the City of Commerce's Personnel Policies and Procedures Manual; and

WHEREAS, City staff has presented representatives of the City of Commerce Employee Association with proposed revisions to the Family, Medical, and/or Pregnancy Disability Leave Policy and the Sick and Vacation Leave Conversion Plan (Pre-Retirement) Policy; and

WHEREAS, the Association's suggestions and recommendations were incorporated in the revised policies; and

WHEREAS, City staff recommends that the City Council approve and adopt the revised Medical, and/or Pregnancy Disability Leave V-4 and Sick and Vacation Leave Conversion Plan (Pre-Retirement) Policy V-6.

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

Section 1. The revised Family, Medical, and/or Pregnancy Disability Leave Policy V-4, is hereby approved and adopted.

Section 2. The revised Sick and Vacation Leave Conversion Plan (Pre-Retirement) Policy V-6, is hereby approved and adopted.

Section 3. The City Administrator and the Director of Human Resources are hereby authorized to execute the revised Personnel Policies and Procedures for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of April, 2013.

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

ATTEST:

\_\_\_\_\_  
Linda K. Olivieri, MMC  
City Clerk





Approved:

**City of Commerce, California  
Human Resources Policy and Procedure Manual**

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
City Administrator

Number: V-4 Effective Date: \_\_\_\_\_

**SUBJECT: FAMILY, MEDICAL, AND/OR PREGNANCY DISABILITY LEAVE**

**PURPOSE:**

To define the City of Commerce's policy and procedure with regard to family, medical, and pregnancy disability leave in accordance with State and Federal laws including the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and the Pregnancy Disability Leave (PDL) provisions of the California Fair Employment and Housing Act (FEHA).<sup>1</sup>

**DEFINITIONS:**<sup>2</sup>

**Spouse** - A husband or wife, as defined or recognized under state law for purposes of marriage.

**Domestic Partners** – Two adults in a domestic partnership registered with the State of California and pursuant to Family Code Section 297.

**Child** - A biological, adopted or foster child, a stepchild, a legal ward (guardianship or conservatorship), or a child of a person standing *in loco parentis*. A child must be under 18 years of age, or if over 18, incapable of self-care because of a mental or physical disability as defined under law.

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Although pregnancy disability is a serious health condition under the FMLA, FEHA separately provides for up to 4 months of unpaid leave for a pregnancy disability. FEHA pregnancy disability leave runs concurrently with FMLA leave. This distinction shall apply if necessary to any determination of leave benefits under this policy.

<sup>2</sup>Words used in the policy will have the meaning as assigned to them by the FMLA (29 U.S.C. §§ 2601-2654), the CFRA (California Government Code §§ 12945.2 and 19702.3) and FEHA (California Government Code § 12945)

**Eligible Employee** – An employee who has been employed by the City of Commerce for at least twelve months (consecutive or non-consecutive) and has worked a minimum of 1,250 hours during the preceding 12-month period.

**Parent** - A biological, foster, or adoptive parent, a step-parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child.

**Health Care Provider** - An individual holding either a physician's or a surgeon's certificate issued pursuant to Business and Professions Code Section 2080 et seq., an osteopathic physician's and surgeon's certificate issued pursuant to Business and Professions Code Section 2080 et seq., an individual duly licensed as a physician, surgeon or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises the treatment of the serious health condition, or any other person who meets the definition of "others capable of providing health care services" under the FMLA.

**Serious Health Condition**<sup>3</sup> - an illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care (an overnight stay) in a hospital, hospice, or residential health care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
2. Continuing treatment or continuing supervision by a health care provider for a serious health condition including:
  - A. A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition; or
  - B. A period of incapacity or treatment for such incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider over an extended and/or episodic period (e.g. asthma, diabetes, epilepsy); or
  - C. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, severe stroke, terminal cancer); or
  - D. A period of absence to receive multiple treatments for an injury or condition which would result in incapacity of more than three days if not treated (e.g. chemotherapy or radiation for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).

Short term conditions requiring only brief treatment and recovery such as the common cold, the flu, earache, upset stomach, minor ulcers, headaches, routine dental or orthodontia are not "serious health conditions". Voluntary cosmetic treatments that are not medically necessary are not "serious health conditions" unless inpatient care is required or complications arise.

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<sup>3</sup>Although pregnancy disability is a serious health condition under the FMLA, the PDA already provides for 16 weeks of independent leave for pregnancy disability. Pregnancy disability taken as PDA will concurrently count as FMLA leave, but not as CFRA leave.

**POLICY:**

Employees who have been employed for at least one (1) year, and have worked a minimum of 1,250 hours during the preceding 12-month period are eligible for family and medical leave. For employees not eligible for family and medical leave, the City of Commerce Medical Leave Policy will take effect and based upon review of business considerations and the individual circumstances involved, consideration will be determined by the City Administrator. Except for those employees designated as “highly” compensated employees, employees will be returned to the same or to an equivalent position.

Family or medical leave will consist of utilizing appropriate accrued paid leave and unpaid leave. If leave is requested for an employee’s own serious health condition, the employee must use at a minimum half of their leave at the time of the leave request of his or her accrued paid sick leave, vacation leave, flex leave, compensation time or personal leave. Employees may request leave donations by filling out the appropriate form. The remainder of the leave period will then consist of unpaid leave. Full-time Employees may be eligible for long or short term disability and should contact the Human Resources Department for further information.

**1. ELIGIBILITY & ENTITLEMENT** – All employees who meet the applicable time of service requirements may be granted family or medical leave consisting of appropriate accrued paid leave and unpaid leave, for a period of up to twelve (12) weeks or 60 days or 420 hours, the lowest time increment allowed for intermittent FMLA leaves is one (1) hour (during any 12-month period) for the following reasons:

**A. Family and Medical Leave**

- 1) The birth of the employee’s child and in order to care for the child
- 2) The placement of a child with the employee for adoption or foster care. Foster care must be by a formal agreement between the foster parent and the State, County, or licensed foster care placement agency.
- 3) To care for a spouse, child or parent who has a serious health condition.
- 4) A serious health condition that renders the employee incapable of performing the functions of his or her job.

Any spouse, son, daughter, or parent of the employee serving in the regular Armed Forces (including the National Guard and Reserves) who has been notified of an impending call to active duty status in support of a contingency operation or deployment to a foreign country.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a Armed Forces service member who is undergoing medical treatment, recuperation or therapy for a serious injury or illness sustained in the line of duty while on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for the service

member. The veteran must have been a member of the Armed Forces (including the National Guard or Reserves) at any time within five (5) years preceding his or her treatment for the serious injury or illness. An employee may also take this leave to care for an active service member or veteran who had a pre-existing injury that is aggravated while on active duty.

Eligible employees who work less than full time (40 hours per week) are entitled to utilize accrued paid sick leave, vacation leave, compensation time or personal leave, and will be compensated at the current rate of pay. For example, if an employee works 25 hours per week, his or her leave period will consist of 12 weeks of 25 hours (300 hours).. Employees may request leave donations by filling out the appropriate form. The remainder of the leave period will then consist of unpaid leave.

If both parents are employed by the City, the combined leave for both employees for the birth, adoption, foster care placement of their child, or for care of a sick parent, may not exceed 12 weeks. However, any unused portion of either employee's 12-week entitlement would still be available for other authorized leave purposes.

## **B. Pregnancy Disability Leave**

All female employees, regardless of service time, are eligible to take an unpaid leave on account of a disability caused or contributed to by pregnancy, childbirth, or recovery therefrom for a reasonable period of time not to exceed four (4) months or 88 days. Such leave may be taken intermittently or used for a reduced work schedule, when medically advisable.

Pregnancy disability leave is separate from family and medical leave. For example, a female employee may qualify for up to four (4) months of pregnancy disability leave, and still be eligible for up to 12 weeks of family and medical leave to care for the newborn child or any other valid use of family and medical leave.

The employee may request a transfer to a less hazardous or strenuous position if she is capable of working in such a position even though she is temporarily disabled due to pregnancy, childbirth, or a related medical condition.

## **C. Other**

Employees not eligible for family, medical and/or pregnancy disability leave may request leave under Human Resources Policy, General Medical Leave or Absence Without Pay Policy.

## **2. ENTITLEMENT PERIOD**

The 12-month period in which an eligible employee is entitled to family and medical leave will commence with the first day on which any such leave is taken. The balance of any such leave not taken shall be available for the remainder of the commenced 12-month period.

Leaves for the birth, adoption, or placement of a child must conclude no later than twelve months after the date of the birth or placement of the child.



### **3. REQUESTING/GRANTING LEAVE**

An employee is responsible to request family, medical and/or pregnancy disability leave. An employee requesting leave must complete an Employee request for Family Leave Form and return it to Human Resources at least 30 days before the leave begins. In the case of an unforeseen event or incapacitation, notification must be made by the employee or the employee's authorized representative to Human Resources as soon as the need arises and no later than two business days after leave has commenced. Failure to timely request leave under this policy may defer or even disqualify requests for leave depending on the circumstances.

An application for leave based on pregnancy disability, or the serious health condition of the employee or the employee's spouse, domestic partner, child, or parent, must be accompanied by a Medical Certification Form completed by the applicable health care provider, except in an emergency as provided below. All medical information shall be maintained in a confidential manner by Human Resources and disclosed only to the extent necessary to process the request for leave and in conformance with law.

An employee must sufficiently explain the purpose of the leave so that Human Resources can determine whether it qualifies as family or medical leave or pregnancy disability leave. This explanation is necessary even if accrued paid leave (e.g. vacation or sick leave) shall be used concurrently with the otherwise unpaid leave under this policy.

If necessary, any taken leave may be retroactively designated as family and medical leave or pregnancy disability leave.

Human Resources shall process the leave request in consultation with the relevant Department Head and, if necessary, the employee's supervisor. Employees are obligated to minimize disruption to the workplace as much as possible by, for example, coordinating any medical appointments with the Department's needs.

### **4. CONCURRENT USE OF PAID AND OTHER LEAVE**

An employee who has been granted leave under this policy must use concurrently, during the otherwise unpaid leave granted by this policy, a minimum of half of their leave at the time of request which will include accrued sick leave, vacation, compensation time, flex leave and other paid leave. Such concurrent use of paid leave may not contradict provisions of any applicable long or short term disability policies or exceed 100% of employee's regular pay. Any leave used under this policy, where paid leave is also concurrently used, shall count toward the 12-week cap on benefit entitlements discussed below.

Any use of leave under this policy that is not used concurrently with paid leave of any type must be counted as leave time allocated under Leave of Absence Without Pay (General).

A leave of absence taken pursuant to workers' compensation law or a temporary disability benefit plan (Short/Long Term Disability Insurance or other) shall also be counted, to the extent that such leave of absence qualifies, as family and medical leave or pregnancy disability leave under this policy and related law.

**5. BENEFITS COVERAGE DURING LEAVE**

During authorized leave under this policy, an employee will be retained on the City's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions (if any) that they made to the plan before taking leave; failure to do so may result in loss of coverage.

An employee's hire date and job entry date will not be adjusted as a result of the paid leave. The review date for performance and merit salary increases shall be subject to adjustment pursuant to applicable policy. An employee on paid leave will continue to accrue sick leave and vacation leave at their normal rate; however, an employee on an unpaid leave exceeding 10 business days in any one month will not accrue leave balances, advancement in salary range or seniority.

**6. UNION/ASSOCIATION DUES**

The employee is responsible for maintaining dues to the employee association, if required.

**7. REINSTATEMENT**

With the exception of those employees designated as "key employees", an employee returning to work from leave will be restored to his or her former position or to a position with equivalent pay, benefits, and other terms and conditions if the employee's position ceases to exist because of legitimate business reasons unrelated to the leave. A determination as to whether a position is an "equivalent position" will be made by the City.

The City of Commerce cannot guarantee that an employee will be returned to his or her original job.

The City may refuse to reinstate an employee returning from family and medical leave (but not from pregnancy disability leave) to the same or a comparable position if all of the following apply:

1. The employee is an exempt employee who is among the highest paid 10% of the City's employees who are employed within 75 miles of the work site at which the employee is employed.
2. The refusal is necessary to prevent substantial and grievous economic injury to the employee and the operation of the City.
3. The City notifies the employee of the intent to refuse reinstatement at the time the City determines the refusal is necessary under subparagraph (2).

- 4. In any case in which the leave has already commenced, the City shall give the employee a reasonable opportunity to return to work following the notice prescribed by subparagraph (3).

The City may refuse to reinstate an employee for any other reasons permitted under Federal or State law.

**8. RETURN FROM LEAVE**

An employee on leave is expected to return to work on the next work day following the last day of the approved leave period. If an employee wishes to return to work prior to the expiration of a leave, notification must be given to Human Resources at least five (5) working days prior to the employee's revised return date. Employees returning from pregnancy disability leave may return to work five (5) days after medical release notification is submitted to Human Resources if they wish to return to work prior to expiration of their originally approved leave.

Before returning from a leave, the employee must submit to Human Resources a Return to Work Medical Leave Certification Form from the health care provider stating that the employee is able to return to work. Such release to return to work must be approved by the City before the employee may return to work.

**9. ADDITIONAL LEAVE**

Employees who desire leave over and beyond family, medical and/or pregnancy disability leave may request additional leave in accordance with the City's Personal, Medical or General Leave Policies. Leave requests may not exceed a combined total of one year under the various leave policies.

**10. FAILURE TO RETURN FROM LEAVE**

The failure of an employee to return to work upon the expiration of an authorized leave of absence will subject the employee to dismissal in accordance with the City of Commerce Discipline Policy.

**PROCEDURES:**

<b>Responsibility</b>	<b>Action</b>
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**REQUESTING/GRANTING LEAVE**

Employee	1. Provides Human Resources with a completed Request for Leave Form at least 30 days prior to the beginning of the leave or in the case of an unforeseen event, as soon as possible.
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Human Resources

2. Provides Human Resources with a completed Medical Certification Form for leave of pregnancy disability or the serious health condition of the employee, or the employee's spouse, child, or parent.
3. Upon receipt of the request for leave, notifies the Department Head or designee that a request for leave for certain dates has been submitted by the employee.
4. Determines if the request for leave meets the entitlement criteria under this policy and law.
5. Consults with the Department Head or designee about any scheduling or other issues related to the request for leave.
6. Approves and designates the leave if the request complies with this policy and law.
7. If necessary, makes a preliminary approval and designation if any requested medical certification has not yet been received or confirmation is otherwise pending.
8. Notifies the employee of the approval, preliminary approval, or non-approval of the request for leave and the underlying reasons.
9. Notifies the supervisor and the Department Head or designee of the approval, preliminary approval, or lack of approval of the request for leave.
10. Notifies the supervisor of the requirement that the employee concurrently use paid leave during the otherwise unpaid leave.

Supervisor

11. Prepares a Personnel Action Form (PAF) indicating the effective date of the leave (first day of leave usage). Forwards PAF to Human Resources.
12. Ensures that the employee's time card is coded with appropriate family, medical and/or pregnancy disability hour types (contact Payroll for specific code information).

- Employee
13. Prepares a Personnel Action Form (PAF) placing the employee on unpaid family and medical leave or pregnancy disability leave when all available paid leave has been exhausted. Forwards PAF form to Human Resources.
  14. Maintains the employee's share of any health benefit contributions under the same conditions that applied before leave commenced.
  15. Maintains union/association dues, if applicable.
  16. Remits any appropriate payments in response to billing advice from the City of Commerce.

#### **RETURNING FROM LEAVE**

- Employee
17. Notifies Human Resources that employee will be returning to work, but:
    - a. When returning prior to expiration of a family and medical leave, provides Human Resources at least five (5) work days notice prior to the return date.
    - b. When returning prior to expiration of a pregnancy disability leave, provides Human Resources at least five (5) work days notice prior to the return date.
  18. Provides Human Resources a Medical Certification Form from the health care provider stating that the employee is able to return to work, if leave was taken for the employee's own serious illness or for pregnancy disability at least five (5) days prior to the return date.
  19. Determines, in consultation with the Department Head or designee, and the City Attorney's Office if necessary, if any required Medical Certification Form releasing the employee back to work is sufficient under this policy and law.
  20. Notifies the Department Head or designee of the date the employee is scheduled to return to duty.
- Supervisor/Department Head
21. Prepares a Personnel Action Form (PAF) returning the employee to regular status. Forwards PAF form to Human Resources.

- 22. Reinstates the employee to their original assignment or an assignment substantially similar on the agreed upon date of return, unless the employee's assignment ceased to exist because of legitimate business reasons unrelated to the leave.
- 23. Notifies the employee, the Department Head or designee, and the City Attorney's Office if the employee fails to return to work after expiration of an authorized leave and any extensions thereto.

**FAILURE TO RETURN**

Human Resources

- 24. Notifies the employee, the Department Head or designee, and the City Attorney's Office if the employee fails to return to work after expiration of an authorized leave and any extensions thereto.

Department Head

- 25. In consultation with Human Resources and the City Attorney's Office, considers disciplinary action pursuant to Personnel Discipline Policy.

Attachments: Employee Request for Family Leave Form  
Medical Certification Form (Caregiver, Employee)  
Return to Work Form



Approved:

**City of Commerce, California  
Human Resources Policy and Procedure Manual**

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
City Administrator

*Number: V-6 Effective Date: \_\_\_\_\_*

**SUBJECT: SICK AND VACATION LEAVE CONVERSION PLAN (PRE-RETIREMENT)**

**PURPOSE:**

To define the City of Commerce's Sick and Vacation Leave Conversion plan for pre-retirement employees for uniformity of interpretation and application.

**POLICY:**

Employees that are planning on retirement within thirty-six (36) months, may convert on an annual basis up to 100% of their accumulated sick leave and accumulated vacation leave to deferred compensation under one of the City-sponsored deferred compensation plans provided he/she completes a Retirement Benefits Agreement one month before the retirement option is to be made effective.

This conversion may apply towards both the Normal Limitation and the Catch-up Limitation for the employee only, pursuant to Section 457 of the Internal Revenue Code. Any leave benefits that are converted to salary compensation or deferred compensation will be subject to deductions as required by IRS regulations.

Employees may request a one-time extension of their Retirement Benefits Agreement due to unforeseen personal events that may impact the employee's selected retirement date. However, at no time shall the employee's participation in the program exceed thirty-six (36) months from time of enrollment.

The City's contribution to these plans does not create a vested right by employees to continued contributions to these or any other plans. The City reserves the right at any time and from time to time, to modify, change or substitute the contribution plan to a plan with greater, lesser or different benefits, as the City Council deems appropriate.

**A. Request for Conversion of Sick and/or Vacation Leave**

Employees wishing to participate in the Sick/Vacation Leave Conversion Plan shall be required to do the following:

1. Advise the City of their planned retirement date that is no later than thirty-six (36) months after the effective date of the conversion request. The maximum conversion benefit allowed is up to thirty-six (36) consecutive months after an approved Retirement Benefits Agreement is executed.
2. Select the option(s) the employee desires to convert to retirement benefits.
3. Complete a Retirement Benefits Agreement Form and submit to the Human Resources Department for appropriate approvals and processing.

**PROCEDURE:**

<b><u>Responsibility</u></b>	<b><u>Action</u></b>
Employee	<ol style="list-style-type: none"><li>1. Select a planned retirement date no later than thirty-six (36) months after the effective date of the conversion request.</li><li>2. Complete the Retirement Benefits Agreement and submit to Human Resources for processing and verification.</li></ol>
Human Resources	<ol style="list-style-type: none"><li>3. Verifies whether or not employee is eligible for retirement within thirty-six (36) months based upon employee's selected retirement date.</li><li>4. Approves or denies request based upon the established criteria and eligibility as provided above.</li><li>5. Submits approved request form to City Administrator.</li></ol>
City Administrator	<ol style="list-style-type: none"><li>6. Approves request in accordance with this policy and procedure.</li><li>7. Submits approved request form to Finance Director for processing.</li></ol>



CITY OF COMMERCE

DEFERRED COMPENSATION CONVERSION FORM

TO: Finance Department - Payroll

RE: One Time Final Thirty-Six Months Deferred Compensation Conversion

Pursuant to Section III. Q. 1 of the personnel Policies & Procedures, an employee in the final thirty-six months prior to the employee's intended retirement, may convert on an annual basis up to 100% of accumulated sick leave and accumulated vacation leave to deferred compensation. The conversion may apply toward both the Normal and Catch-up Limitations, pursuant to Section 457 of the Internal Revenue Code.

INTENDED DATE OF RETIREMENT: \_\_\_\_\_

I AUTHORIZE THE FOLLOWING PAYROLL DEDUCTION/TRANSACTIONS. PLEASE CONVERT:

_____ Hours of Sick Leave	_____ Per Pay Period
	_____ 2nd Pay Monthly
	_____ As Lump Sum

_____ Hours of Vacation Leave	_____ Per Pay Period
	_____ 2nd Pay Monthly
	_____ As Lump Sum

DEFER THE ABOVE HOURS OF LEAVE TO THE DEFERRED COMPENSATION PLAN SPECIFIED BELOW:

\$ \_\_\_\_\_ ING

\$ \_\_\_\_\_ ICMA-RC

CHANGES TO BE EFFECTIVE ON:

\_\_\_\_\_ (Date)

\_\_\_\_\_ Employee Name

\_\_\_\_\_ Employee Number

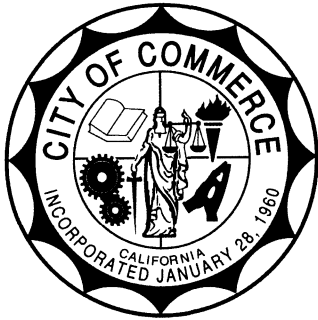
\_\_\_\_\_ Employee Department

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Form Signed

- DISTRIBUTION:**  Official Personnel File  
 Department File  
 Transportation





# AGENDA REPORT

Meeting date: April 16, 2013

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY AND PYRO SPECTACULARS, INC. FOR THE 4<sup>TH</sup> OF JULY PYROTECHNIC DISPLAY AT ROSEWOOD PARK

**RECOMMENDATION:**

Approve the resolution and assign the number next in order.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

As part of the Independence Day Celebration, the City has provided a pyrotechnic display on the Fourth of July. The pyrotechnic display will take place on Thursday, July 4, 2013, in conjunction with the carnival for the Independence Day Celebration at Rosewood Park. This event has grown in popularity in the past years and in 2012, the department estimated 5,000 people in attendance at Rosewood Park enjoying the display.

**ANALYSIS:**

The proposed activity will cost \$15,900. There was no increase in cost from the 2012 display. As approved by the City Council on March 2, 2010, the department was authorized to solicit donations for the 4<sup>th</sup> of July festivities from our local businesses, civic/service organizations and the general public. The department is soliciting donations as done last year to help offset the cost of the 4<sup>th</sup> of July festivities.


**FISCAL IMPACT:**

Expenditure for the proposed activity will amount to \$15,900.00 for the 12/13 Fiscal Year which will be paid out of the donations received. There was no increase in cost from the 2012 display.

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item relates to Strategic Goal #1: Develop Citywide Plan to enhance and maintain the City of Commerce environment and infrastructure to create livability and quality of life for those who life, work and play in the community.

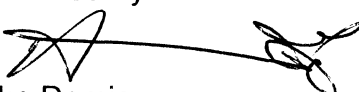
Recommended by

  
Scott Wasserman  
Director of Parks and Recreation

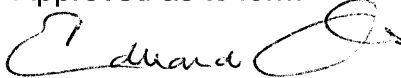
Respectfully submitted

  
Jorge Rija  
City Administrator

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 AN AGREEMENT BETWEEN THE CITY AND PYRO  
SPECTACULARS, INC., A CALIFORNIA CORPORATION FOR THE 4<sup>TH</sup> OF JULY  
PYROTECHNIC DISPLAY AT ROSEWOOD PARK

WHEREAS, as part of the Independence Day Celebration, the City has provided  
a pyrotechnic display on the 4<sup>th</sup> of July; and

WHEREAS, the pyrotechnic display will take place in conjunction with the  
carnival for the Independence Day celebration at Rosewood Park; and

WHEREAS, the City desires to approve an agreement that will set forth the terms  
and conditions under which the selected contractor will provide the pyrotechnics display.

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

Section 1. The City Council hereby approves the Agreement with Pyro  
Spectaculars, Inc., for the 4<sup>th</sup> of July Pyrotechnic Display at Rosewood Park. The  
Mayor is hereby authorized to execute the Agreement for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk



## CITY OF COMMERCE AGREEMENT FOR A FIREWORKS DISPLAY

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Commerce, a municipal corporation, hereinafter referred to as "CITY", and Pyro Spectaculars, Inc., a California Corporation, hereinafter referred to as "PYRO".

### ARTICLE 1. TERM OF AGREEMENT

Section 1.01. This Agreement shall become effective upon being fully executed by both parties, and will continue until the agreed services have been completed, unless sooner terminated pursuant to the terms of this Agreement.

### ARTICLE 2. SERVICES TO BE PERFORMED BY PYRO

Section 2.01. PYRO shall furnish CITY, in accordance with the terms and conditions hereinafter set forth, one (1) fireworks display of approximately 20 minutes in duration (the "Display") as per Program A set forth in Exhibit A, which is attached hereto and incorporated herein by reference, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient assistants, safely discharge the Display.

The Display is scheduled to be performed on July 4, 2013, at the Rosewood Park Parking Lot at a mutually agreed upon time.

#### Responsible Contractor In Charge

Section 2.02. Christopher Souza, will serve as principal-in-charge of contract responsibilities (except at the display). Christopher Souza will serve as the principal responsible for the management of PYRO's obligations under this Agreement.

### ARTICLE 3. COMPENSATION

Section 3.01. As sole and complete consideration for the services to be performed by PYRO, as specified in Section 2.01, CITY agrees to pay PYRO \$15,900.00.

#### Payment of Compensation

Section 3.02. A deposit of \$7,225.00 is due by MAY 10, 2013, 2013. Full final payment is due the first regular business day after the date set for the Display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance after ten (10) days from the date of the Display.

### ARTICLE 4. OBLIGATIONS OF PYRO

Section 4.01. PYRO agrees to devote the time and care necessary to perform the services, as described in Section 2.01, in a professional, competent, and safe manner, which include:

The service of a licensed pyrotechnic operator, insurance coverage, sales tax and delivery, set-up and breakdown, processing the necessary fire department permit application and music to accompany aerial fireworks display.

#### Legal Responsibilities

Section 4.02. PYRO shall secure, pay for and maintain in full force and effect for the duration of this Agreement required Workers' Compensation Insurance. In addition, PYRO shall keep itself informed of, and shall comply with, federal, state and local laws and regulations which affect its performance under this Agreement.

#### Assignment

Section 4.03. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by PYRO without the prior written consent of CITY.

### ARTICLE 5. OBLIGATIONS OF CITY

Section 5.01. CITY, at its own expense, shall provide PYRO with the following:

- A) A suitable Display Site in which to stage the Display, including a firing and fallout zone reasonably acceptable to PYRO in which the fireworks and firework debris may be exhibited, rise and fall safely.
- B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by PRYO into the Display Site.
- C) Standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations.
- D) Access by PYRO, at all times, to the Display Site to set up the Display.

If CITY fails to fully comply with requirements A, B, C and/or D, set forth above, PYRO shall have no obligation to perform and CITY agrees to pay PYRO the entire contract price plus any additional reasonable expenses incurred because of said failure. PYRO must provide CITY with adequate proof of any additional expenses it alleges to have incurred before the CITY shall be obligated to pay for said expenses.

Section 5.02. If, in its sole discretion, CITY designates an area for members of the public to view the Display ("Spectator Area") and/or an area for vehicular parking ("Parking Area"), the CITY shall:

- A) Ensure that the Spectator Area does not infringe on the Display Site;



- B) Be solely responsible for ensuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to, grandstands and bleachers are safe for use by spectators;
- C) Be solely responsible for ensuring that the Parking Area is safe for use; and
- D) Be solely responsible for policing, monitoring, and appropriately controlling spectator access to the Spectator Area and the Parking Area and for policing, monitoring and appropriately controlling the behavior of persons in these areas.

Section 5.03. It is expressly agreed that PYRO shall not be responsible for policing, monitoring, or otherwise supervising any Spectator Area, Parking Area, or the Display Site. Notwithstanding the foregoing, PYRO shall ensure that (1) any designated Spectator Area or Parking Area is a safe distance from the Display Site and (2) the Display Site is cleared of any live firework debris originating from the program.

## ARTICLE 6. TERMINATION OF AGREEMENT

### Termination upon Notice

Section 6.01. CITY shall have the option to unilaterally cancel this Agreement prior to the date of the Display. If CITY exercises this option, CITY agrees to pay to PYRO, as liquidated damages, the following percentages of the agreed contract price: 1) 25% if cancellation occurs three (3) or more days prior to the date set for the Display, 2) 50% if cancellation occurs within two (2) days of the date set for the Display, 3) 75% if cancellation occurs on the date set for the Display, but prior to the time physical set-up of the Display actually begins, 4) 100% thereafter. If cancellation occurs prior to the date set for the Display, CITY agrees to pay PYRO in addition to the above percentages, the value associated with any custom work performed by PYRO or its agents including, but not limited, to music/narration tape production and/or sponsors logos. PYRO shall provide CITY adequate proof of any costs incurred in connection with any custom work performed by PYRO, before CITY shall be obligated to pay for said costs.

In the event CITY cancels the Display, it would be impractical or extremely difficult to establish the actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CITY cancels the Display.

### Termination upon Assignment

Section 6.02. Notwithstanding any other provision of this Agreement, the Agreement shall terminate automatically without prior notice upon any assignment in violation of Section 4.03, herein.

Section 6.03. CITY assumes the risk of weather, or other causes beyond PYRO's reasonable control, which may prevent the Display from being safely discharged on the scheduled date, or which may cause cancellation of the event for which CITY purchased the Display, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time

before the Display. It shall be within PYRO's sole discretion to determine whether or not the Display may be safely discharged on the scheduled date and the scheduled time. If, for any reason, beyond PYRO's reasonable control, including without limitation, inclement weather, PYRO cannot safely discharge the Display on the scheduled date or should any event for which CITY has purchased the Display be canceled, the parties shall make a good faith effort to negotiate a new Display date, which shall be within 60 days of the original Display date. CITY further agrees to pay PYRO for any additional expenses made necessary by the postponement, provided that PYRO provides CITY with adequate documentation demonstrating what the additional expenses were incurred for. If after a good faith effort to agree to a new Display date, the parties are unable to do so, PYRO shall be entitled to liquidated damages pursuant to Section 6.01 herein.

## ARTICLE 7. GENERAL PROVISIONS

### Breach

Section 7.01. In the event PYRO breaches this Agreement, or is otherwise negligent in performing the Display provided for herein, CITY shall, under no circumstances, be entitled to recover monetary damages from PYRO beyond the amount CITY agreed to pay PYRO under this Agreement. CITY shall not, under any circumstances, be entitled to recover any consequential damages from PYRO including, without limitation, for loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverage set forth in Section 7.07, herein.

Section 7.02. CITY recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.

### Ownership Rights and Trade Names

Section 7.03. PYRO reserves the ownership rights and trade names that are used in or are a product of the Display. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

### Independent Contractor

Section 7.04. PYRO is and at all times shall remain as to CITY a wholly independent contractor. PYRO shall not, at any time or in any manner, represent that it or any of its principals or employees are officers, employees or agents of the CITY. PYRO shall comply with all applicable provisions of the Workers' Compensation Act and Labor Code of the State of California. PYRO shall not have any claim or right to any benefits or privileges available to an employee of the CITY such as health insurance and other similar benefits and shall be responsible for all such benefits, at its own cost and expense.

### Waiver of Breach

Section 7.05. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party to this Agreement shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement. No delay or omission of either party to this Agreement in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

### Indemnity

Section 7.06. CITY shall indemnify and hold PYRO harmless from all claims and suits made against PYRO for bodily injury or property damage arising from (a) CITY's failure, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Section 5.01 and (b) CITY's failure to provide discretionary Spectator and Parking Areas referred to in Section 5.02 herein.

PYRO and CITY agree that CITY, its employees, agents, and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, court costs or any other cost arising out of PYRO's performance under this Agreement. PYRO shall defend, indemnify, and hold harmless CITY, its employees, agents, and officials from any liability, claims, suits, actions, proceedings, losses, expenses or costs (including attorney fees) arising out of PYRO's performance under this Agreement. However, PYRO's duty to defend, indemnify, and hold CITY harmless shall not extend to any liability, loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, court costs, or any other cost arising out of the negligence or willful misconduct of CITY, its employees, agents and officials.

### Insurance

Section 7.07. PYRO shall maintain the following insurance coverage in connection with the Display only: bodily injury and property damage, including products liability, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include CITY as an additional insured regarding claims made against CITY for bodily injury or property damage arising from the operations of PYRO in performing the Display provided for in this Agreement. Such insurance afforded by PYRO shall not cover claims made against CITY for bodily injury or property damage arising from (a) CITY's failure, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Section 5.01 of this Agreement, or (b) CITY's failure to provide discretionary Spectator and Parking Areas referred to in Section 5.02 of this Agreement. PYRO shall provide CITY evidence of the insurance required herein, consisting of certificates of insurance which will state the City of Commerce, its officers, employees, and agents as additional insured's. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess,

available to CITY or any employee or agent of CITY. Certificates of insurance are to reflect that such coverage: allows for the application of all coverage available, and requires 30 days notice to CITY by certified mail of any cancellation or reduction in available limits or changes in the terms of coverage.

#### Notices

Section 7.08. Any notice to be given hereunder by either party to the other shall be affected either by personal delivery in writing, or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the CITY in care of Scott Wasserman, Director of Parks and Recreation, City of Commerce, 2535 Commerce Way, Commerce, California 90040, and to PYRO, in care of Gary Brown, PYRO–Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California 92377; however, each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the third (3rd) day after mailing or when received, whichever is sooner.

#### Entire Agreement of the Parties

Section 7.09. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by PYRO to CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing executed by the parties hereto.

Section 7.10. The covenants and agreements contained herein are binding on the parties hereto, their legal representatives, heirs, successors and assigns.

#### Governing Law

Section 7.11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

#### Attorneys' Fees

Section 7.12. In the event that either of the parties to this Agreement institutes any action or proceeding against the other relating to enforcement or interpretation of the provisions of this Agreement, then and in that event, the unsuccessful party in such action or proceeding shall reimburse the prevailing party for the reasonable attorneys' fees and costs incurred therein by the prevailing party.

Venue

Section 7.13. This Agreement is made, entered into, executed and is to be performed in Commerce, Los Angeles County, California, and any action filed in any court or for arbitration for the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Los Angeles County, California.

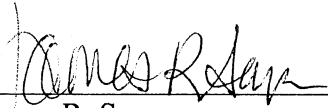
City's Agent

Section 7.14. Scott Wasserman, Interim Director of Parks and Recreation, shall act as the CITY's Project Manager regarding the subject matter of this Agreement. The Project Manager, or his designee, shall have the right to review, coordinate, and reasonably approve all work to be performed by PYRO pursuant to the terms of this Agreement and shall be the CITY's agent with respect to review, coordination and reasonable approval of the services to be performed by the PYRO.

EXECUTED in duplicate at Commerce, California, on the date and year first hereinabove written.

PYRO SPECTACULARS, INC.

City of Commerce

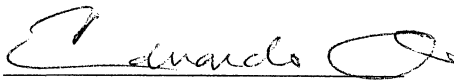
By:   
James R. Souza  
President *OKK*

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

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk

By:   
Eduardo Olivo  
City Attorney





# AGENDA REPORT

Meeting date: April 16, 2013

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** A Resolution of the City Council of the City of Commerce, California, Approving an Agreement Between the City Of Commerce and Raymond Leefe, dba Candyland Amusements for Carnival Services for the 4<sup>th</sup> of July Celebration at Rosewood Park

**RECOMMENDATION:**

Approve the resolution and assign the number next in order.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

This will be the 12<sup>th</sup> consecutive year the City has hosted a carnival during the City's Independence Day Celebration. The previous carnivals have been very successful and enjoyed by the community.

The carnival services agreement is scheduled to be performed over a period of four days, starting on Thursday, July 4, 2013 – Sunday July 7, 2013. The agreement requires the contractor to pay the City 25% of all gross revenues from the carnival ticket sales; \$50 for each skill game booth; and \$50 for each food wagon or booth. The City projects revenues of \$10,000

**ANALYSIS:**

Per Council request, the department was asked to seek bids from other carnival companies to see what may be available, but due to the limited amount of companies and resources that are available with significant carnival rides, the City would not have a company to select for the Fourth of July weekend if a formal bidding process is required.

Candyland Amusements had offers on the table from other cities, but they have honored the city's request to host a carnival this year by starting the contract process.

Candyland Amusements has been very cooperative with the department, Fire Department and Building and Safety, they are also open to our concerns and requests, such as ride operators not smoking while operating rides and adjusting hours of operation. We have asked Candyland Amusements to provide some different larger rides for this year's carnival. Candyland Amusements has also maintained a low cost wristband fee of \$17.00 (up \$2.00 from previous years).

**FISCAL IMPACT:**

Projected revenue is approximately \$10,000.

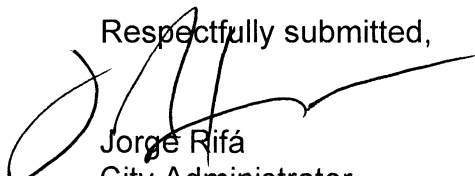
**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item relates to Strategic Goal #1: Develop Citywide Plan to enhance and maintain the City of Commerce environment and infrastructure to create livability and quality of life for those who life, work and play in the community.

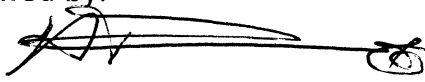
Recommended by:

  
Scott Wasserman  
Director of Parks and Recreation

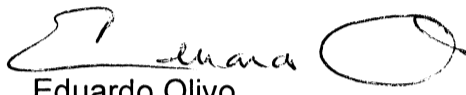
Respectfully submitted,

  
Jorge Rifá  
City Administrator

Reviewed by:

  
Vilko Domic  
Director Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY AND RAYMOND  
LEEFE DBA CANDYLAND AMUSEMENTS FOR CARNIVAL SERVICES FOR THE 4<sup>TH</sup>  
OF JULY CELEBRATION AT ROSEWOOD PARK

WHEREAS, this will be the twelfth consecutive year that the City of  
Commerce has hosted a carnival during the City's Independence Day Celebration; and

WHEREAS, the previous carnivals hosted by the City have been very  
successful and enjoyed by the community; and

WHEREAS, the City has identified a contractor that is able to continue to  
provide the services required for the City's carnivals and desires to enter into an  
agreement with the contractor.

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

Section 1. The City Council hereby approves the Services Agreement with  
Raymond Leefe dba Carnival Amusements for services at the City 4<sup>th</sup> of July carnival.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk



**THIS AGREEMENT** (the "Agreement") dated as of . . . . ., 2013 (the "Effective Date") is made by and between Raymond Leefe, dba Candyland Amusements ("Contractor") and the City of Commerce, a municipal corporation (the "City").

**RECITALS**

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

WHEREAS, Contractor is skilled in the professional calling necessary to perform the services and duties to be performed under this Agreement and the City is relying upon the skill and knowledge of Contractor to perform said services and duties; and

WHEREAS, Contractor is willing to render such services as hereinafter defined on the terms and conditions set forth below.

**AGREEMENT**

1. Scope of Services and Schedule of Performance.

Contractor shall perform the services (the "Services") set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference. The Services shall be performed in accordance with the schedule set forth in Exhibit "A". Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City.

2. Term.

This Agreement shall take effect upon the execution by the parties and shall conclude on July 12, 2013.

3. Compensation.

The City shall receive the total gross receipts from the sale of tickets for amusement rides and other payments in compliance with the schedule set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference. Payments shall be made in the form of check made payable to the City of Commerce at the time of settlement, which shall occur on July 9, 2013 by 5:00 p.m.

4. Financial Records.

Contractor shall maintain complete and accurate records with respect to fees and costs incurred and revenues generated under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible. Contractor 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.

5. Independent Contractor.

A. 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 the City. Contractor 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. Contractor 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 Contractor. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Contractor undertakes under this Agreement.

B. Contractor agrees to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

6. Contractor to Provide Required Personnel; Subcontracting.

Contractor 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. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in such work shall be qualified to perform such Services, attired in neat, clean, and identifiable clothing. Overnight quarters (bunkhouse) for personnel shall be provided by Contractor. No employee shall sleep in tents or any ride. A list of all employees, along with social security and driver's license or California Identification card numbers shall be submitted to the City by June 20, 2013. Contractor reserves the right to determine the assignment of its own employees for the performance of the Services. However, the City reserves the right, for good cause, to require Contractor to exclude any employee from performing the Services on the City's premises.

7. Responsible Principal and Project Manager.

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

8. City Liaison.

Contractor 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. Financial Condition.

Prior to entering into this Agreement, Contractor has submitted documentation acceptable to the City Administrator, establishing that it is financially solvent, such that it can reasonably be expected to perform the Services required by this Agreement. Financial information submitted to the City Administrator shall be returned to Contractor after review and shall not be retained by City.

10. Licenses.

Contractor 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.

11. Performance Evaluation.

The work product required by this Agreement shall be utilized as the basis for review. Any comments or complaints received by City during the review period, either orally or in writing shall be considered. If any noncompliance with the Agreement is found, City may direct Contractor to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

12. Non-Compete Clause.

The City agrees that it will not sponsor or book directly or indirectly any other show, amusement or attraction of a similar nature to that of the Contractor's operation for ninety (90) days prior to the date of commencement of the event.

13. Compliance with Laws.

Contractor 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.

14. Insurance.

Contractor shall maintain insurance and provide evidence thereof as required by Exhibit "C" hereto (the "Required Insurance") which is attached hereto and incorporated herein by this reference, for the term provided herein. Such insurance shall be provided from June 24, 2013 through July 12, 2013. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due Contractor. Contractor shall submit the required proof of insurance by June 6, 2013.

15. Warranty and Liability.

Contractor 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. Contractor shall be liable for injury or loss caused by the negligence of, or breach of this warranty by Contractor, its employees, its subcontractors, if any, and/or its agents hereunder. This warranty survives the completion and/or termination of this Agreement.

16. Indemnification.

Contractor 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 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, its employees, its subcontractors or its agents in the performance of the Services 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 the City or its 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.

17. Confidentiality.

Contractor 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 Contractor by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Contractor 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 Contractor notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Contractor notifies the City of such

an order, directive, or requirement. Contractor shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Contractor 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.

18. Covenant against Contingent Fees.

Contractor 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 Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Conflict of Interest.

Contractor 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. Contractor 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 Contractor, who has a conflict relating to the City or the performance of Services on behalf of the City.

20. Other Agreements.

Contractor warrants that it is not a party to any other existing agreement that would prevent Contractor from entering into this Agreement or that would adversely affect Contractor's ability to perform the Services under this Agreement. During the term of this Agreement, Contractor 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 Contractor's obligations under this Agreement.

21. 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 30 days written notice to Contractor pursuant to Section 26 of this Agreement.

The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the third (3<sup>rd</sup>) day following delivery of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactory rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

22. 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 Contractor to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

23. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Contractor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Contractor, 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.

24. 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.

25. Attorneys' Fees.

In the event 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.

26. 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: Scott Wasserman, Director of Parks and Recreation

For Contractor:

Raymond Leefe  
Candyland Amusements  
14514 Valleyview Ave.  
La Mirada, CA 90638

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.

27. 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.

28. 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.

29. 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.

30. 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 Contractor and the City.

31. 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.

32. 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: April \_\_, 2013

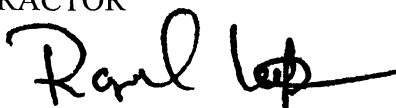
By: \_\_\_\_\_  
Mayor

ATTEST:

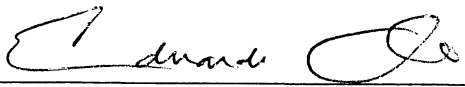
\_\_\_\_\_  
Linda K. Olivieri, City Clerk

CONTRACTOR

DATED: <sup>March</sup> April 6, 2013

By:  \_\_\_\_\_  
Name: Raymond Leefe  
Title: President

APPROVED AS TO FORM

  
By: Eduardo Olivo  
Title: City Attorney

**EXHIBIT A**

**ADDITIONAL TERMS**

The parties hereby mutually agree as follows:

1. Dates

Contractor to present a carnival for a period of four days commencing on Thursday, July 4, 2013 through Sunday, July 7, 2013

2. Hours of Operation

Hours of operation for the Carnival:

Thursday	July 4, 2013	12:00 p.m. - 11:00 p.m.*
Friday	July 5, 2013	5:00 p.m. - 11:00 p.m.*
Saturday	July 6, 2013	12:00 p.m. - 11:00 p.m.*
Sunday	July 7, 2013	12:00 p.m. - 9:00 p.m.*

\* All tickets booths shall be closed thirty minutes (30) prior to the close operations.

3. Premises

City to provide a location at Rosewood Park located at 5600 Harbor Street, Commerce, California that will be available to Contractor on June 30, 2013.

4. Vacation of Premises

Contractor hereby agrees to remove all equipment and vacate premises by 5:00 p.m. on July 9, 2013. Premises shall be left clear of all debris and litter and in same condition as prior to installation of the carnival facilities.

5. Rides and Equipment

A. Contractor agrees to furnish high quality amusement rides that each have a valid current operating permit issued by the Department of Industrial Relations through the Division of Occupational Safety and Health. A minimum of thirteen (13) rides shall be furnished by the Contractor.

There shall be a minimum of twelve (12) major rides, and five (5) kiddies rides. A list of confirmed rides shall be provided to the City by June 7, 2013.

Contractor shall also provide all generators, cables, junction boxes, lights, ticket booths, power hook-up, and skilled operators for all amusement rides.

- B. Contractor shall set-up and operate skill game booths and pay the City \$50 for each booth. A list of the type of games to be offered by the Contractor shall give to the City by June 14, 2013.
- C. Contractor shall set-up and operate food booths, selling the following items: cotton candy, candy apples, soda, hot dogs, corndogs, popcorn, licorice, ice cream, lemonade, and nachos. Contractor shall pay the City a fee of \$50 for each food booth operated by the Contractor.
- D. Contractor shall have exclusive rights to sell cotton candy and candied apples with the exception of local community and approved non-profit groups, which shall have a concurrent right to sell these items on Thursday, July 4, 2013. Contractor shall not have exclusive rights to sell the following items: hot dogs, popcorn, nachos, sodas, lemonade, ice cream, and candy. Throughout the duration of the carnival, local community groups shall also be allowed to operate food and game booths for the purpose of fundraising.
- E. Coupon prices for all rides shall be one dollar (\$1.00). This price shall be designated as the regular coupon price for all rides. Sheet of twenty-four (24) coupons shall be priced at twenty dollars (\$20) and thirty (30) coupons shall be priced at twenty-two dollars (\$22). Coupons sold at pre-sale shall be in blocks of twenty (20) for ten dollars (\$10) each block.
- F. Wristbands for unlimited rides will be available for purchase \$17.00 presale (by City) and no more than \$25.00 (sold by Carnival) starting July 4, 2013 @ 12:00 p.m. Presale wristbands will be honored on July 4, 2013. On-site wristbands will not be sold on July 4, 2013.

6. Licenses and Permits

Contractor shall obtain all permits and licenses, which may be required by the Municipal Code to operate within the City of Commerce, as well as all required County and State permits and licenses. The City of Commerce shall waive all costs and fees associated with the procurement of City permits and licenses. All fees and permits must be obtained by June 5, 2013.

7. Box Office, Tickets and Ticket Sellers

Contractor will provide and deliver to the premises, at its own expense, two ticket booths with electrical service and lights. The Contractor shall furnish at its own expense, serially numbered coupons redeemable for each ride. Contractor shall furnish sellers at its own expense, to operate and to sell coupons for the amusements rides in the ticket booths provide. The City shall inspect and receive a list of the coupon numbers to be sold by Contractor. A daily report showing the amount of tickets sold shall be provided to the City at closing. The Contractor shall retain custody of the receipts from the sales until such time as the final settlement is made.

8. Compliance with Safety Laws

At all times the scheduled activity, the Contractor shall fully comply with all laws, order, regulations and statutes of all governmental bodies and agencies with respect to safety, accident prevention, safety equipment and practices. Contractor shall conduct inspections to determine and insure that safe conditions exist and shall accept sole responsibility for providing a safe place for the benefit of employees, patrons, on all other persons.

9. Location of Equipment

Contractor shall secure advance written approval from the Director of Parks and Recreation, or his designated representatives as to all rides and booth locations.

10. Clean-up

- A. Contractor shall restore the premises to the condition that it was found in on June 30, 2013. Contractor shall submit a one thousand dollar (\$1,000.00) refundable damage deposit to City by June 15, 2013. If damage to the premises is detected the deposit or portion of, shall be withheld to pay for repairs. Damage exceeding one thousand dollars (\$1,000.00) shall be invoiced to the Contractor. The deposit or portion to be returned shall be forwarded to the Contractor in a timely-manner following inspection of the premises.
- B. Portable toilets and dumpsters will be provided and paid for by the City of Commerce before the agreed-to start date of the event.

11. Security and Logistic

The City agrees to provide trash bins and portable toilets. The City shall provide a large trash bin and eight (8) portable toilets. The City shall arrange and provide for security during carnival hours of operation only. Security for hours of non-operation shall be the sole responsibility of the Contractor. Contractor shall schedule, provide and pay for security during all non-hours operation

12. Advertising

Placement of any advertisement shall require prior approval by the Director of Parks Recreation. The Contractor agrees to pay the total cost of 50 posters, two thousand, five hundred (2,500) thousand flyers, and newspaper ads not to exceed \$1,000.00.

## **EXHIBIT B**

### **SUMMARY OF PAYMENTS**

Contractor agrees to pay the following to the City:

1. 25% of all gross revenue all from ticket sales, which includes but is, not limited to presale and onsite ticket sales.
2. \$50 for each skill game booth.
3. \$50 for each food wagon or booth.

**Time of payment shall be time of settlement. See page 1 “Contractor Services”, No. 3 ‘Compensation’.**

## EXHIBIT C

### REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Contractor, 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. Contractor shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Contractor have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Contractor's obligations to provide indemnity under Section 17 of this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

Minimum coverage: Bodily injury limits of \$1,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$500,000 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors and Omissions Insurance Coverage.

Contractor shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$1,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation.

Contractor shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by Contractor or any subcontractor.

4. Additional Insureds.

The City, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies 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 Contractor.

5. 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, as evidenced by receipt of a certified letter.

6. 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.

7. 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.

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Evidence of Insurance and Claims.

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





# AGENDA REPORT

MEETING DATE: 04/16/2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROPOSED ADDENDUM TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO AMEND THE JOINT POWERS AGREEMENT REGARDING THE APPOINTMENT OF A TREASURER

**RECOMMENDATION:**

At the request of Councilmember Baca Del Rio, the City Council will consider approving a Resolution amendment to the California Cities for Self-Reliance Joint Powers Authority (JPA) to amend the Joint Powers Agreement with regards to the appointment of a Treasurer.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The JPA was established on July 11, 2001 by the execution of the JPA Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Gardena and the City of Hawaiian Gardens. On September 12, 2006, the JPA approved the Addendum to admit the City of Compton and the City of Inglewood as Trade Members. The Members hereof desire to rotate the position of treasurer among its Members.

**ANALYSIS:**

The proposed Joint Powers Agreement shall be amended to read as follows:

The Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of the City of Bell Gardens. If the prior officer does not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of the City of Commerce. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of the City of Compton. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of the City of Gardena. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of the City of Hawaiian Gardens. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of the City of Inglewood. The Board reserves the right to appoint a certified public accountant to serve as the Treasurer of the Authority.

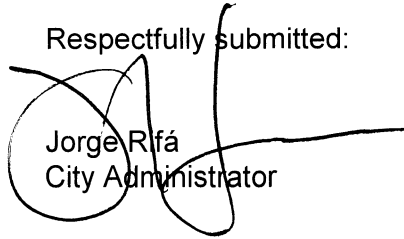
**FISCAL IMPACT:**

There is no fiscal impact associated with this agenda item report.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This agenda report before Council has no relation to a specific strategic objective; however, it is connected to the City's interest to *"Grow revenues to ensure all expenses are being met so that we can remain fiscally responsible and continue to provide services to the residents"*.

Respectfully submitted:



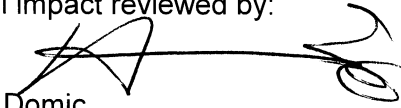
Jorge Rifa  
City Administrator

Prepared by:



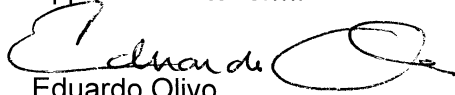
Fernando Mendoza  
Deputy City Administrator

Fiscal impact reviewed by:



Vilko Domic  
Finance Director

Approved as to form:



Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROPOSED ADDENDUM TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO AMEND THE JOINT POWERS AGREEMENT REGARDING THE APPOINTMENT OF A TREASURER

WHEREAS, the Joint Powers Authority ("JPA") was established on July 11, 2001 by execution of the JPA Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Gardena and the City of Hawaiian Gardens; and

WHEREAS, on September 12, 2006, the JPA approved the Addendum to admit the City of Compton and the City of Inglewood as Trade Members; and

WHEREAS, the Members have proposed that the JPA should be amended to rotate the position of treasurer among its Members; and

WHEREAS, City staff recommends approval of the Addendum.

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

SECTION 1: The City Council hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The Addendum to the California Cities for Self Reliance Joint Powers Authority Agreement is hereby approved. The Mayor is hereby authorized to execute the Addendum for and on behalf of the City of Commerce.

SECTION 3: The City Clerk shall certify to the passage of this Resolution, and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk



**ADDENDUM TO  
CALIFORNIA CITIES FOR SELF-RELIANCE  
JOINT POWERS AUTHORITY  
AGREEMENT**

**TO AMEND THE JOINT POWERS AGREEMENT REGARDING THE  
APPOINTMENT OF A TREASURER**

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into by and among the City of Bell Gardens (“Bell Gardens”), the City of Commerce (“Commerce”), the City of Compton (“Compton”), the City of Gardena (“Gardena”) the City of Hawaiian Gardens (“Hawaiian Gardens”) and the City of Inglewood (“Inglewood”) each of which is a municipal corporation (hereafter called “Members”).

**RECITALS**

A. The California Cities for Self-Reliance Joint Powers Authority was established on July 11, 2001 by the execution of the California Cities for Self-Reliance Joint Powers Authority Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Gardena and the City of Hawaiian Gardens (“Agreement”).

B. On September 12, 2006 the California Cities for Self-Reliance Joint Powers Authority approved the Addendum to admit the City of Compton and the City of Inglewood as Trade Members.

C. The Members hereof desire to rotate the position of treasurer among its Members.

**NOW, THEREFORE,** the parties hereto agree as follows:

1. Subsection 2 of Section 10 of the Joint Powers Agreement shall be amended to read as follows:

The Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Bell Gardens. If the prior officer does not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Commerce. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Compton. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Gardena. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Hawaiian Gardens. If the prior officers do not serve,

then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Inglewood. The Board reserves the right to appoint a certified public accountant to serve as the Treasurer of the Authority.

2. Each party hereto enters into this Addendum on the date its Presiding Officer signs it; and this Addendum shall be effective on the date that it is last signed by a Presiding Officer of every party hereto.

3. Each party may sign this Addendum on a separate page and each such signature page shall constitute the whole hereof.

**CITY OF BELL GARDENS**

**CITY OF COMMERCE**

By: \_\_\_\_\_  
Pedro Aceituno  
Its Mayor

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

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

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

Attest: City Clerk

Attest: City Clerk

By: \_\_\_\_\_  
Rosalia A. Conde

By: \_\_\_\_\_  
Linda Kay Olivieri

Approved: City Attorney

Approved: City Attorney

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman

By: \_\_\_\_\_  
Eduardo Olivo

**CITY OF COMPTON**

By: \_\_\_\_\_  
Eric J. Perrodin  
Its Mayor

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

Attest: City Clerk

By: \_\_\_\_\_  
Alita Godwin

Approved: City Attorney

By: \_\_\_\_\_  
Craig J. Cornwell

**CITY OF HAWAIIAN GARDENS**

By: \_\_\_\_\_  
Victor Farfan  
Its Mayor

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

Attest: City Clerk

By: \_\_\_\_\_  
Suzanne Underwood

Approved: City Attorney

By: \_\_\_\_\_  
Omar Sandoval

**CITY OF GARDENA**

By: \_\_\_\_\_  
Paul K. Tanaka  
Its Mayor

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

Attest: City Clerk

By: \_\_\_\_\_  
Maria E. Marquez

Approved: City Attorney

By: \_\_\_\_\_  
Ed Lee

**CITY OF INGLEWOOD**

By: \_\_\_\_\_  
James T. Butt, Jr.  
Its Mayor

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

Attest: City Clerk

By: \_\_\_\_\_  
Yvonne Horton

Approved: City Attorney

By: \_\_\_\_\_  
Cal Saunders







# AGENDA REPORT

MEETING DATE: 04/16/2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, IN SUPPORT OF AB 750 (GARCIA) RELATED TO ECONOMIC DEVELOPMENT: CITIES

**RECOMMENDATION:**

The City Council will consider approving a Resolution in support of AB 750 introduced by Assemblymember Cristina Garcia related to economic development that would extend to general law cities the power to utilize economic incentives such as the sale of city owned property to stimulate economic development and insulate them from the "gift of public funds" challenge. This is a power that charter cities currently have.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

In dissolving redevelopment agencies, State officials argued that economic development incentives should be provided by local agencies, and not the State. Consistent with that argument, the California Municipal Law Handbook recognize that the grant of sales tax rebates and the sale of property at less than fair market value are legitimate exercises of local economic development authority.

Unfortunately, the law does not clearly describe the extent to which a city can provide an economic development incentive without creating a "gift of public funds." Although charter cities are not subject to the gift of public funds prohibition, they could still use the process provided for in the legislation to demonstrate to an interested citizenry that their economic development activities are in-line with state law.

**ANALYSIS:**

AB 750 would authorize a city to dispose of real property, as provided, or provide compensation to a private entity, if the legislative body of the city is presented with, or presents, substantial evidence that the disposition of the property or provision of compensation would stimulate job creation and economic development within the boundaries of the city, and that the amount of private benefit provided would not outweigh the amount of public benefit received through the disposition of the property or the provision of compensation. The bill would provide that the disposition of real property or provision of compensation under these circumstances would not constitute a gift of public funds under the California Constitution.

AB 750 was introduced on February 21, 2013, by Assemblymember Cristina Garcia of the 58<sup>th</sup> District.

**FISCAL IMPACT:**

There is no fiscal impact associated with this agenda item report.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This agenda report before Council has no relation to a specific strategic objective; however, it is connected to the City's interest to "Grow revenues to ensure all expenses are being met so that we can remain fiscally responsible and continue to provide services to the residents".

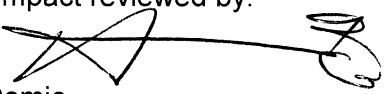
Respectfully submitted:

  
Jorge Rifa  
City Administrator

Prepared by:

  
Fernando Mendoza  
Deputy City Administrator

Fiscal impact reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
IN SUPPORT OF AB 750 (GARCIA) RELATED TO ECONOMIC DEVELOPMENT FOR  
CITIES

WHEREAS, on February 21, 2013, Assemblymember Christina Garcia of the 58<sup>th</sup> District introduced Assembly Bill 750 ("AB 750"). AB 750 authorizes a city to dispose of real property, as provided, or provide compensation to a private entity, if the legislative body of the city is presented with, or presents, substantial evidence that the disposition of the property or provision of compensation would stimulate job creation and economic development within the boundaries of the city, and that the amount of private benefit provided would not outweigh the amount of public benefit received through the dispositions of the property or the provision of compensation; and

WHEREAS, AB 750 would provide that the disposition of real property or provision of compensation under these circumstances would not constitute a gift of public funds under the California Constitution; and

WHEREAS, the City Council of the City of Commerce supports AB 750.

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

SECTION 1: The City Council hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The City Council hereby determines and resolves to support and encourage the passage of AB 750, which would provide general law cities the power to utilize economic incentives such as the sale of city owned property to stimulate economic development and insulate them from the "gift of public funds" challenge. The City Council further determines and resolves to support and encourage the Governor to sign AB 750 into law.

SECTION 3: The City Clerk shall certify to the passage of this resolution, and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk





# AGENDA REPORT

MEETING DATE: 04/16/2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, IN SUPPORT OF AB 741 (BROWN) TO ADD SECTION 98.3 TO THE CALIFORNIA REVENUE AND TAXATION CODE WHICH PROPOSES TO ENSURE THAT QUALIFYING CITIES RECEIVE A MINIMUM AMOUNT OF AD VALOREM PROPERTY TAX REVENUES NECESSARY TO MAINTAIN SERVICES

**RECOMMENDATION:**

The City Council will consider approving a Resolution in support of AB 741 (Brown) to add Section 98.3 to the California Revenue and Taxation Code which proposes to ensure that qualifying cities receive a minimum amount of ad valorem property tax revenues necessary to maintain services.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

In 1978, the voters of California passed Proposition 13 which capped the property tax rates at the 1975-1976 base year level on homes, businesses and farms and also limited the amount of annual increases to the CPI or 2% per year, whichever is less. This established property tax rates that varied from 0% to almost 40%, locking cities into a system that was difficult to change. In 1984, the Legislature enacted "No and Low" property tax legislation which provided the original 113 cities with no or low property tax rates with a 7% share of the property tax (pre ERAF shifts). Now nearly one half of the cities in California (for varying reasons) receive less than 10% share of the property tax.

With the recent dissolution of approximately 400 redevelopment agencies throughout California, host cities have lost billions of dollars in tax increment. Most significantly impacted are those cities that receive a minimum amount of the property tax share, below 10%. Therefore, with the loss of redevelopment, it has been difficult for many communities to balance their budget, provide and maintain needed services and plan for their future.

In Commerce, the dissolution of redevelopment resulted in a loss of approximately, \$18.5 million in annual tax increment. Staff recognized the inequity in the varying property tax rates throughout the state and sought to provide a legislative solution for "property tax equalization" that would at least provide a minimum level of funding to all cities and counties in California, regardless of having a previous redevelopment agency or not.

**ANALYSIS:**

AB 741, commencing with the 2012-13 fiscal year and each year thereafter, proposes to increase the allocation of property tax revenues under a new Tax Equity Allocation (TEA) formula for qualified cities, as defined in the legislation.

It proposes to provide those qualifying cities and counties that receive a small share of the property tax revenue with a minimum level of property tax funding, beginning with 9% in the first year, 12% in the second year and 15% in year three and each year thereafter. AB 741 also declares a state of urgency; therefore the legislation would take effect immediately upon the signature of the Governor, rather than January 1 of the following year.

AB 741 was introduced on February 21, 2013 by Assemblymember Cheryl Brown of the 47<sup>th</sup> District (San Bernardino).

**FISCAL IMPACT:**

There is no fiscal impact associated with this agenda item report.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This agenda report before Council has no relation to a specific strategic objective; however, it is connected to the City's interest to *"Grow revenues to ensure all expenses are being met so that we can remain fiscally responsible and continue to provide services to the residents"*.

Respectfully submitted:

  
Jorge Rifa  
City Administrator

Prepared by:

  
Fernando Mendoza  
Deputy City Administrator

Fiscal impact reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, IN SUPPORT OF AB 741 (BROWN) TO ADD SECTION 98.3 TO THE CALIFORNIA REVENUE AND TAXATION CODE WHICH PROPOSES TO ENSURE THAT QUALIFYING CITIES RECEIVE A MINIMUM AMOUNT OF AD VALOREM PROPERTY TAX REVENUES NECESSARY TO MAINTAIN SERVICES

WHEREAS, the recent dissolution of redevelopment agencies throughout California have caused host cities to lose billions of dollars in tax increment, thus creating difficulty for many communities to balance their budget, provide and maintain needed services and plan for their future; and

WHEREAS, on February 21, 2013, Assemblymember Cheryl Brown introduced Assembly Bill 741 ("AB 741"), which proposes to increase the allocation of property tax revenues under a new Tax Equity Allocation formula for qualified cities, as defined in the legislation; and

WHEREAS, AB 741 proposes to provide those qualifying cities and counties that receive a small share of the property tax revenue with a minimum level of property tax funding, beginning with 9% in the first year, 12% in the second year and 15% in year three and each year thereafter; and

WHEREAS, the City Council of the City of Commerce supports AB 741.

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

SECTION 1: The City Council hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The City Council hereby determines and resolves to support and encourage the passage of AB 741, which would add Section 98.3 to the California Revenue and Taxation Code which proposes to ensure that qualifying cities receive a minimum amount of ad valorem tax revenues necessary to maintain services. The City Council further determines and resolves to support and encourage the Governor to sign AB 741 into law.

SECTION 3: The City Clerk shall certify to the passage of this Resolution, and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk







# AGENDA REPORT

MEETING DATE: 04/16/2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, IN OPPOSITION OF SB 620 (WRIGHT) RELATED TO THE WATER REPLENISHMENT DISTRICTS

**RECOMMENDATION:**

The City Council will consider:

1. Approving a Resolution in opposition of SB 620 introduced by Senator Rod Wright related to the Water Replenishment Districts (WRD) that would remove a cap on WRD's reserve funds imposed by the Legislature several years ago, and would allow WRD to build up reserves and raise their replenishment rates accordingly, and
2. Move to approve and authorize the Mayor to sign a letter on behalf of the City of Commerce in opposition to SB 620.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND / ANALYSIS:**

SB 620 (Wright) would remove a cap on WRD's reserve funds imposed by the Legislature several years ago, and would essentially allow WRD to build up reserves and raise their replenishment rates accordingly.

Fundamentally, SB 620 proposes to:

- Remove the \$10 million limit imposed on WRD by the Legislature on their cash reserves and permits WRD to collect additional funds from our communities without justification, despite the fact that they have over \$108 million in unrestricted and "restricted" reserve funds; and
- Increases the penalties for any pumper who refuses to pay their illegally imposed assessment.

SB 620 would also punish any city that challenged the WRD's actions with additional fines above and beyond what the state law already provides.

**FISCAL IMPACT:**

There is no fiscal impact associated with this agenda item report.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This agenda report before Council has no relation to a specific strategic objective.

Respectfully submitted:

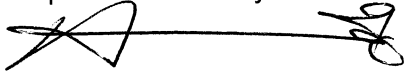
  
Jorge Rifa  
City Administrator

Prepared by:



Fernando Mendoza  
Deputy City Administrator

Fiscal impact reviewed by:



Vilko Domic  
Finance Director

Approved as to form:



Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
IN OPPOSITION TO SB 620 (WRIGHT) RELATED TO THE WATER REPLENISHMENT  
DISTRICTS

WHEREAS, Senate Bill 620 ("SB 620") proposes to remove the \$10 million limit imposed on Water Replenishment Districts ("WRD") by the Legislature on their cash reserves and permits WRD to collect additional funds from our communities without justification, despite the fact that they have over \$108 million in unrestricted and "restricted" reserve funds; and

WHEREAS, SB 620 increases the penalties for any pumper who refuses to pay their illegally imposed assessment; and

WHEREAS, SB 620 would also punish any city that challenged the WRD's actions with additional fines above and beyond what the state law already provides; and

WHEREAS, the City Council of the City of Commerce opposes SB 620.

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

SECTION 1: The City Council hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The City Council hereby determines and resolves to oppose SB 620, which would remove a cap on the Water Replenishment District's reserve funds imposed by the Legislature several years ago, and would allow WRD to build up reserves and raise their replenishment rates accordingly.

SECTION 3: The City Council hereby authorizes the Mayor to sign a letter on behalf of the City of Commerce in opposition to SB 620.

SECTION 4: The City Clerk shall certify to the passage of this resolution, and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Linda K. Olivieri, MMC  
City Clerk





April 9, 2013

The Honorable Senator Roderick D. Wright  
California State Senate  
State Capitol, Room 2032  
Sacramento, CA 95814-4900

**RE: SB 620 – (OPPOSE)**

Dear Senator Wright:

The Southeast Water Coalition Joint Powers Authority (SEWC) was established in 1991 and has a membership consisting of the Cities of Commerce, Cerritos, Downey, Lakewood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, South Gate, Vernon, and Whittier. SEWC's mission addresses the need to develop water resource policies that will ensure the availability of reliable, quality and affordable water for area residents. SEWC's water purveyors serve a population of 670,000 in a service area of 93+ square miles.

On April 4, 2013, the SEWC Board, consisting of one councilmember from each of the eleven member cities, voted to oppose Senate Bill 620 (SB 620), a bill you introduced to lift fiscal restrictions upon the Water Replenishment District of Southern California (WRD). SB 620 proposes to amend the Water Replenishment District Act at Water Code §60000. The following are some of the reasons SEWC opposes SB 620:

1. SB 620 eliminates the current requirement that 80% of reserve funds be spent only on the purchase of water by a Water Replenishment District.
2. SB 620 proposes draconian increases in potential fines and penalties. The current water code allows for a penalty of 1% per month on unpaid assessment, which equates to 12% per year and seems quite sufficient in today's financial climate.

In light of these issues, we urge you to withdraw SB 620. SEWC opposes SB 620.

Please contact Arturo Cervantes, SEWC Lead Agency representative, at 562-801-4225 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gustavo Camacho".

Gustavo Camacho  
Board Chairman, Southeast Water Coalition

cc: SEWC Boardmembers





# CITY OF COMMERCE

---

*Joe Aguilar*  
Mayor

*Lilia R. Leon*  
Mayor Pro Tem

*Tina Baca Del Rio*  
Councilmember

*Ivan Altamirano*  
Councilmember

*Denise M. Robles*  
Councilmember

April 16, 2013

Honorable Roderick D. Wright  
State Capitol, Room 2032  
Sacramento, CA 95814

**Re: SB 620 (Wright) Water Replenishment Districts. Opposition Letter**

Dear Senator Wright:

The City of Commerce must respectfully oppose SB 620, a bill introduced on behalf of the Water Replenishment District of Southern California (WRD) to void recent court rulings concluding that WRD has for many years taxed the communities in Southeast Los Angeles County, in complete disregard of the protections provided by Proposition 218. It is unfortunate that the impacted communities were not contacted for their input prior to your sponsoring this bill. We have found you to be a champion of fairness to the residents and businesses in your District and throughout California. You have been a major supporter of reforming regulations and State agencies that deter economic development and hinder job growth and we have supported your past efforts.

WRD simply wants to ignore two adverse court cases through special legislation. By avoiding tax payer protections built into Proposition 218, WRD has increased the replenishment assessment to our communities from \$138/acre foot in 2006 to \$244/acre foot in 2011. The majority of these increases came during the greatest economic recession since the Great Depression, demonstrating a total disconnect of a State agency with the community it serves. These high fees discourage job growth in our communities.

The State Auditor recently reported that the replenishment assessment represents 32% to 52% of typical resident's water bill in our communities. WRD was set to increase the assessment to \$256/acre foot last year, prior to your intervention with the Assembly Audit. WRD is now considering increasing the assessment yet again. SB 620 proposes to:

- Remove the \$10 million limit imposed on WRD by the Legislature on their cash reserves and permit WRD to collect additional funds from our communities

without justification, despite that fact that they have over \$108 million in unrestricted and "restricted" reserve funds; and

- Increases the penalties for any pumper who refuses to pay their illegally imposed assessment.

This legislation is an unapologetic attempt by WRD to intimidate public agencies from asserting their rights against WRD's illegal assessments.

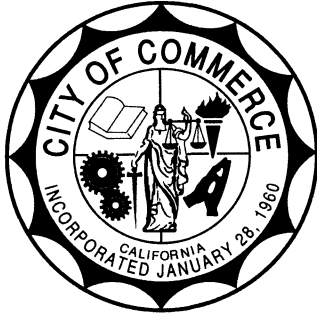
For many years, residents of the communities overlaying the Central Basin, some located in your Senate District, have complained about the fact that WRD overcharges the Central Basin communities. We have all heard the plight of residents who have to decide between paying the water bill, with buying food for their families. Yet, following two court orders confirming that WRD imposed its fees in violation of the California Constitution (Proposition 218), the WRD requested that Senator Wright carry SB 620 and the WRD refuses to issue refunds or comply with the court orders.

In these difficult times, and indeed in any time, the Legislature should act to protect our communities from unlawful and excessive charges. Rather than take part in another potential abuse of the communities in Southeast Los Angeles County, we must oppose SB 620.

Sincerely,

Joe Aguilar  
Mayor





# AGENDA REPORT

MEETING DATE: 04/16/2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** PRESENTATION: SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) - EXIDE TECHNOLOGIES

**RECOMMENDATION:**

The City Council will receive a PowerPoint presentation and take the appropriate action as deemed necessary with respect to, AQMD's report on Exide Technologies health risk assessment and their upcoming public meetings regarding the arsenic emissions from their facility. AQMD representatives will make the presentation.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

Last month, the AQMD reviewed and approved a health risk assessment from Exide Technologies, a lead acid-battery recycling facility in Vernon, showing that the facility is causing a potential impact to as many as 110,000 residents in a large geographical area that includes portions of Vernon, Maywood, Huntington Park, Commerce, Boyle Heights and unincorporated areas of east Los Angeles.

Under California's AB 2588 law, commonly known as the Toxic Hot Spots program, facilities that emit toxic air pollutants must develop health risk assessments using scientific tools to estimate the risk of cancer as well as non-cancer health effects to residents.

Exide's health risk assessment shows a maximum cancer risk of 156 in 1 million, mostly due to arsenic emissions, to workers at a facility in Vernon next to Exide. Residents living downwind of the facility would be exposed to a much lower risk due to dispersion of toxic air contaminants over distance, according to AQMD.

Facilities must notify residents if the calculated risk is 10 in 1 million or more. If the risk is higher than 25 in 1 million, the facility must develop and implement a plan to reduce it below that threshold within three years.

**ANALYSIS:**

On Tuesday, March 26, AQMD representatives provided City staff with a brief report on Exide Technologies health risk assessment related to its arsenic emissions issue, and communicated their interest to have Exide hold a public meeting here in Commerce.

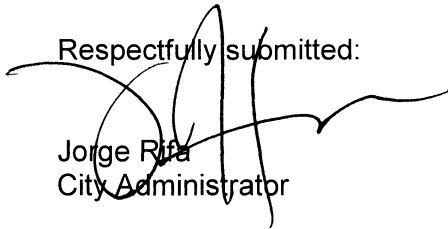
**FISCAL IMPACT:**

There is no fiscal impact associated with this agenda item report.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

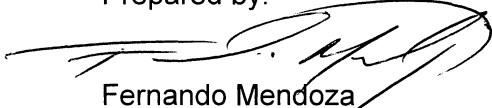
The issue before the Council is applicable to the following strategic goal: *"Protect and Enhance the Quality of Life in the City of Commerce."*

Respectfully submitted:

A handwritten signature in black ink, appearing to read 'Jorge Rifa', written over the printed name.

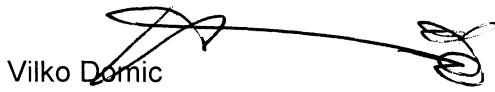
Jorge Rifa  
City Administrator

Prepared by:

A handwritten signature in black ink, appearing to read 'Fernando Mendoza', written over the printed name.

Fernando Mendoza  
Deputy City Administrator

Fiscal impact reviewed by:

A handwritten signature in black ink, appearing to read 'Vilko Domic', written over the printed name.

Vilko Domic  
Finance Director

Approved as to form:

A handwritten signature in black ink, appearing to read 'Eduardo Olivo', written over the printed name.

Eduardo Olivo  
City Attorney



**South Coast  
Air Quality Management District**

21865 Copley Drive, Diamond Bar, CA 91765  
<http://www.aqmd.gov>

FOR IMMEDIATE RELEASE  
March 22, 2013

CONTACT: Sam Atwood at AQMD  
Tues-Fri, 7 a.m.-5:30 p.m.: (909) 396-3456  
After hours and weekends: (909) 720-9056

**EXIDE TO CONDUCT PUBLIC MEETINGS TO INFORM PUBLIC  
OF ARSENIC RISK**

Exide Technologies, a lead acid-battery recycling facility in Vernon, will conduct public meetings this spring to inform residents of cancer risk due to arsenic emissions from the facility.

The South Coast Air Quality Management District this month reviewed and approved a health risk assessment from Exide showing that the facility is causing a potential impact to as many as 110,000 residents in a large geographical area that includes portions of Vernon, Maywood, Huntington Park, Commerce, Boyle Heights and unincorporated areas of east Los Angeles.

“We are working with Exide to take immediate steps to reduce their emissions and the associated risk,” said SCAQMD Executive Officer Barry Wallerstein. “Meanwhile, Exide must follow a strict timeline to implement a long-term solution.”

Exide officials, in cooperation with SCAQMD, will schedule public meetings in May to inform residents of the health risk as well as steps they are taking to reduce it.

Under California’s AB2588 law, commonly known as the Toxic Hot Spots program, facilities that emit toxic air pollutants must develop health risk assessments using scientific tools to estimate the risk of cancer as well as non-cancer health effects to residents.

Facilities must notify residents if the calculated risk is 10 in 1 million or more. If the risk is higher than 25 in 1 million, the facility must develop and implement a plan to reduce it below that threshold within three years. (A risk of 10 in million means that if 1 million residents are exposed for 70 years, 10 would be expected to get cancer.)

Exide’s health risk assessment shows a maximum cancer risk of 156 in 1 million, mostly due to arsenic emissions, to workers at a facility in Vernon next to Exide. Residents living downwind of the facility would be exposed to a much lower risk due to dispersion of toxic air contaminants over distance.

In addition, facilities must notify the public if the calculated cancer burden from their emissions is 1.0 or more. Exide’s cancer burden is 10, meaning that over a 70 year period, if the risk were not reduced, 10 people would be expected to get cancer.

AQMD officials are now working with Exide to permit modifications to a furnace at the facility to reduce arsenic emissions in the near term.

Since the late 2000s, SCAQMD has implemented numerous aggressive compliance measures including a new regulation to successfully reduce lead emissions from Exide. The facility is now in compliance with the federal government’s strict health standard for outdoor levels of lead.

For detailed information on Exide’s health risk assessment and public notification process, go to [www.aqmd.gov](http://www.aqmd.gov).

AQMD is the air pollution control agency for Orange County and major portions of Los Angeles, San Bernardino and Riverside counties.





# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

March 1, 2013

Fred Ganster  
Exide Technologies  
2700 S Indiana St  
Vernon CA 90058

Dear Mr. Ganster:

Subject: AB2588 Public Notification and Rule 1402 Risk Reduction  
for **Exide Technologies, Vernon, SCAQMD Facility No. 124838**

Pursuant to the Air Toxic "Hot Spots" Information and Assessment Act (AB2588), the revised health risk assessment (HRA) submitted by Exide Technologies, Vernon (Exide) in January 2013 has been reviewed by the South Coast Air Quality Management District (SCAQMD). The Office of Environmental Health Hazard Assessment (OEHHA) has reviewed the previous draft of the HRA and their comments have been incorporated. SCAQMD staff hereby approves the revised HRA. This revised HRA will require public notice and risk reduction by Exide.

This 2013 HRA is hereby approved pursuant to California Health and Safety Code (H&SC) Section 44362(a). The SCAQMD approved 2013 HRA indicates that your facility poses a maximum individual cancer risk (MICR) of 156 in one million (primarily from arsenic) at a worker receptor (receptor #1005) about 300 meters northeast and a cancer burden of 10. The HRA inappropriately used a fence line receptor as the maximum worker receptor for chronic exposure. Using the next highest, non-facility, non-fence receptor, SCAQMD has used receptor #1005 as the maximum exposed individual worker (MEIW). While arsenic monitoring data suggests that the HRA model may be significantly overestimating the risk at this particular MEIW receptor, monitoring results support the model's estimates of cancer burden and risk at other more distant receptors.

The maximum chronic hazard index (HI) is 63 for the respiratory system (from arsenic) at the same worker receptor (receptor #1005). The maximum acute HI is 3.8 for the developmental system (from arsenic) along the eastern fence line (receptor #57). And at the residential receptor (receptor #1016, about 1,400 meters north), the MICR is 22 in one million and the maximum chronic HI is 2.9.

The MICR of 156 in one million far exceeds the AB2588 Public Notice MICR threshold of 10 in one million. The maximum chronic HI of 63 and the maximum acute HI of 3.8

also greatly exceed the AB2588 Public Notice HI threshold of 1.0. Based on the MICR and HI, Exide is required to notify the exposed public within thirty (30) days from the receipt of this letter. Please provide us with verification that the entire package (public notice and fact sheet) was mailed to the entire exposed public.

The MICR of 156 in one million, the cancer burden of 10, the maximum chronic HI of 63, and the maximum acute HI of 3.8 exceed SCAQMD Rule 1402 (R1402) Action Risk Levels (MICR of 25 in one million, cancer burden of 0.5, or hazard indices of 3). Based on either the MICR, cancer burden, or HIs, Exide is subject to R1402 and Risk Reduction (facility risks below R1402 Action Risk Levels). Risk Reduction (including R1402 compliance demonstration: source test and HRA) must be completed as quickly as feasible but no later than three (3) years from the initial risk reduction plan (RRP) submittal date, pursuant to Rule 1402(e)(1). Pursuant to R1402(f)(2), Exide is required to submit a risk reduction plan within one hundred eighty (180) days from the date of this letter. We strongly encourage that the Plan submittal and any risk reduction steps be expedited given the high risk levels associated with your facility. One element of the risk reduction plan is a schedule for project completion (see Attachment 4). Given the high health risk levels, SCAQMD staff will work with you to accelerate the project schedule, including expedited permitting and review, to the extent technically feasible. In order to achieve the desired risk reductions quickly and with a high probability of success, we strongly encourage that Exide address the design, operation, maintenance, and condition of your basic processes and associated existing control systems to lower emissions rates and help optimize additional control technology. Staff also strongly encourages the use of available and proven technologies, such as wet electrostatic precipitators.

The MICR of 156 in one million and the maximum chronic HI of 63 exceed the R1402 Significant Risk Levels (MICR of 100 in one million or hazard indices of 5). Please be advised that based on either the MICR or chronic HI, Exide is not eligible for time extensions, pursuant to R1402(e)(2).

Pursuant to R1402(p), Exide is required to provide annual public notice until the R1402 Action Risk Levels are met. Pursuant to R1402(h), Exide is required to submit annual progress reports until the R1402 Action Risk Levels are met.

Please contact Pierre Sycip at (909) 396-3095 (email: [psycip@aqmd.gov](mailto:psycip@aqmd.gov)) to arrange a meeting with SCAQMD as soon as possible to discuss public notification, the content and prompt scheduling of a community meeting, and SCAQMD assistance. At this meeting, we will provide a map containing the notification area (isopleth map), an English and Spanish version of a public notification and information sheet, corresponding envelopes, and a transmittal letter for the final HRA that goes to the local library.

I have enclosed our Public Notification Procedures, which provide important information on the notification process. To facilitate this process, please provide the items listed in Attachment 1 to Pierre Sycip (SCAQMD) by March 19, 2013.

If you need more information, please contact me at (909) 396-2239 (email: [pfine@aqmd.gov](mailto:pfine@aqmd.gov)).

Sincerely,



Philip M. Fine, Ph.D.  
Planning & Rules Manager

Certified Mail and Return Receipt

PMF-TC ps: c:\AB2588\my-revue\trp\exide\124838appHRA.doc

Mr. Ganster, Exide

March 1, 2013

Attachments: Public Notification Procedures  
Attachment 1 - Public Notification Checklist  
Attachment 2 - Model Agenda for Community Meeting  
Attachment 3 - Rule 1402  
Attachment 4 - Elements of a Risk Reduction Plan

**NOTE: There are 5 attachments**

Cc: Ed Mopas  
Exide Technologies  
2700 S Indiana St  
Vernon CA 90058

Chia-Rin Yen  
Dept of Toxic Substances Control  
9211 Oakdale Av  
Chatsworth CA 91311-6505

Shukla Roy Semmen  
Dept of Toxic Substances Control  
5796 Corporate Av  
Cypress CA 90630-4732





latimes.com/news/local/la-me-0324-exide-air-20130324,0,2002688.story

**latimes.com**

## **Battery recycling plant in Vernon ordered to cut emissions**

**The order from the South Coast Air Quality Management District comes after recent tests showed that Exide Technologies is posing a health danger to as many as 110,000 people in neighboring cities.**

By Jessica Garrison, Los Angeles Times

8:05 PM PDT, March 23, 2013

A battery recycling plant in Vernon is being told to reduce its emissions after recent tests showed it is posing a danger to as many as 110,000 people living in an area that extends from Boyle Heights to Maywood and Huntington Park.

The South Coast Air Quality Management District announced late Friday that Exide Technologies, one of the largest battery recyclers in the world, must also hold public meetings later this spring to inform residents that they face an increased cancer risk and outline steps being taken to reduce it.

Air district officials said Exide's most recent assessment showed a higher cancer risk affecting a larger number of residents than any other of the more than 450 regulated facilities in Southern California over the 25-year history

advertisement



of a program to monitor toxic air contaminants. The primary contaminant in this case was arsenic.

There has been "nothing close to this ... never," said Sam Atwood, spokesman for the air district.

In a statement, Exide officials said they planned to work with the district on emissions reductions "that we expect will meet or exceed" requirements.

"Exide takes its environmental responsibilities seriously," the statement said, adding that the facility has cut its emissions of lead "extensively" over the last three years and plans additional modifications to reduce arsenic emissions.

Still, Maywood City Councilman Felipe Aguirre said he was furious at the news.

"I can't believe it. It's incredible," he said, adding that he has long suspected that the working-class immigrant residents in his town suffer more than their fair share of health problems because of polluting facilities in the area. "People are very sick."

Exide has been operating its 15-acre plant about five miles southeast of downtown Los Angeles since 1922. Every day the plant recycles about 41,000 batteries — including car batteries — salvaging lead and plastic instead of sending it to landfills.

A January report the company submitted to the air district, however, showed that emissions from the plant have elevated the cancer risk to people nearby to a point where approximately 156 cancer cases per million people can be expected to develop, mostly because of arsenic. For residents living a bit farther away in neighborhoods such as Boyle Heights, that risk is about 22 per million, according to air district officials. Those risks assume exposure over decades.

Under air district regulations, when cancer risk from a facility reaches 10 per million, public notification is required. When it hits 25, facilities must take steps to reduce their emissions.

Since 1987, when the Toxic Hot Spots program went into effect, only about 20 facilities in Southern California have ever reported risks that were greater than 25 in 1 million, Atwood said.

More than 95% of the facilities the air district regulates have risks under 10 in 1 million.

Exide is required to submit a "risk reduction plan" to the air district within 180 days. Within the next few months, it also must set up public meetings to discuss the situation.

If the company fails to comply with AQMD's conditions, it could face fines of up to \$25,000 a day and, ultimately, a court order to shut down.

This is not the first time the air district has taken action against Exide. In 2008, officials ordered the company to cut lead emissions, saying the plant was posing unacceptable health risks. After that, the company made improvements such as enclosing facilities and installing negative air-pressure systems.

Barry Wallerstein, executive officer of the air district, said officials are working with the company to take "immediate steps to reduce their emissions and associated risks." He added that he wants the company to "follow a strict timeline to implement a long-term solution."

Boyle Heights resident Leonardo Vilchis, director of the community group Union de Vecinos, called the latest news about the company "terrifying."

"With so much pollution around the area, in the air and water, people are always having problems. It's terrifying to know the risks people are exposed to from just one company," he said.

[jessica.garrison@latimes.com](mailto:jessica.garrison@latimes.com)

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## The SCAQMD

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- Our agency, the South Coast Air Quality Management District (SCAQMD), manages air pollution for all of Orange County and the urban portions of Los Angeles, Riverside and San Bernardino counties.
- The SCAQMD includes 10,743 square miles and was home to over half the population of California.
- Because our area's smog problem was severe, we are at the forefront of the nation's air pollution reduction efforts.

## Exide -Vernon

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**Location:** Five miles S.E. of downtown Los Angeles,

**Established:** 1922

**Site:** 15 acres

**Facility size:** 220,000 ft.<sup>2</sup>

**Batteries recycled per day:** 23,000 to 41,000 batteries per day

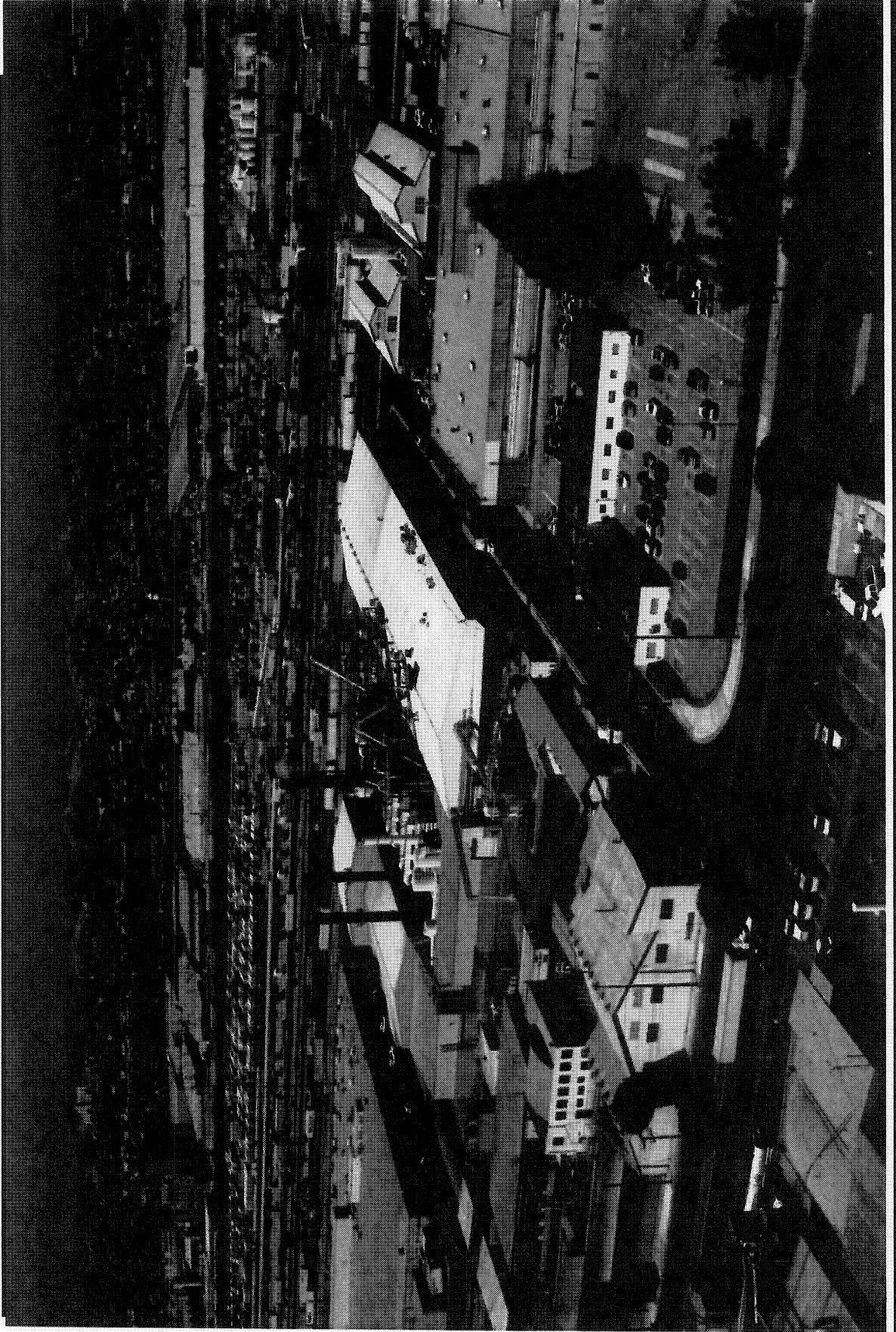
**Area/Region Received from:** Alaska to Mexico border and west of the Rocky Mountains

**Manufacturing capacity:** 340 tons finished daily

**Shifts:** 3 shifts / 7 days continuous operation

**Labor affiliations:** United Steelworkers of America

**□ Prior to April 2012**

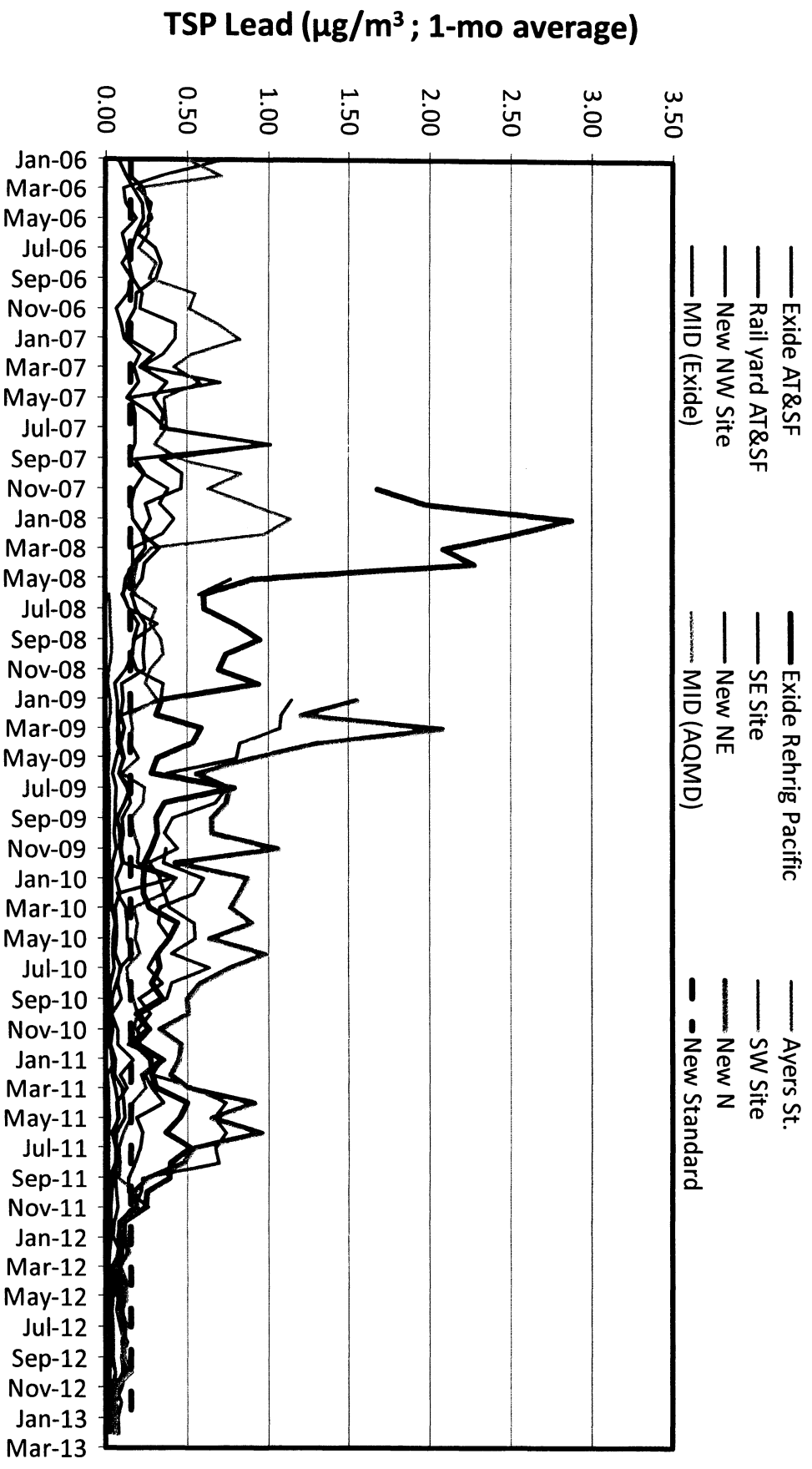


## Lead Emissions

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- In 2007, elevated levels of lead detected in the air adjacent to Exide facility
- Led to a series of enforcement actions to reduce lead emissions
- Los Angeles County designated non-attainment for the federal lead standards due to the monitored levels
- New AQMD Rule 1420.1
- Significant modifications at facility
- As of January 2012, monitored levels are below the tighter federal limit (0.15 micrograms/m<sup>3</sup>, 3-month ave.)

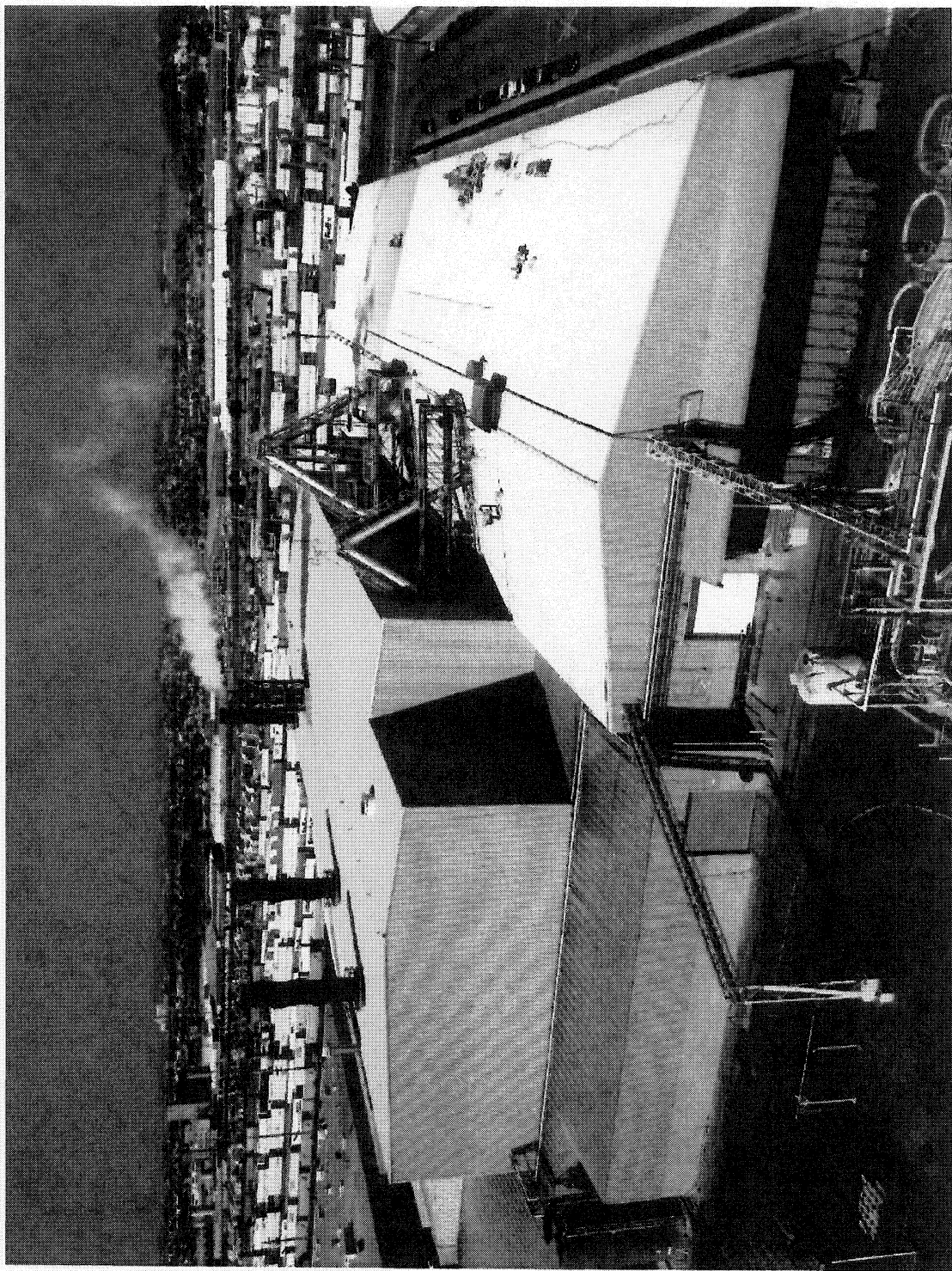
# F Ambient Lead data





**Since April 2012**

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## Assembly Bill 2588

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- In 1987, the California legislature adopted the Air Toxics "Hot Spots" Information and Assessment Act; also known as Assembly Bill 2588 (or AB2588)
- The goals of the Act are to:
  - collect facility's emissions data
  - identify localized impacts to determine health risks
  - notify affected individuals, if the risk is above certain notification thresholds
  - reduce the risk, if the risk is above a certain risk reduction thresholds

## **What is an AB2588 Health Risk Assessment?**

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- A study which analyzes the human health risks associated with daily operations of a facility
- A computer model is used which incorporates data and conservative estimates to evaluate risk
- Data is gathered from sources throughout the facility

# Components of AB2588



Facilities submit an air toxics inventory through (AER) Program.

Facilities prioritized into low, intermediate and high risk categories

Using air emissions data, potentially high risk facilities must prepare a health risk assessment

**If the cancer risk exceeds 10 in a million, or poses another significant health risk, the facility is required to provide public notice to the affected community**

**Facilities with health risks above 25 in a million must reduce their risks to the community**

# Exide Cancer Risk Results

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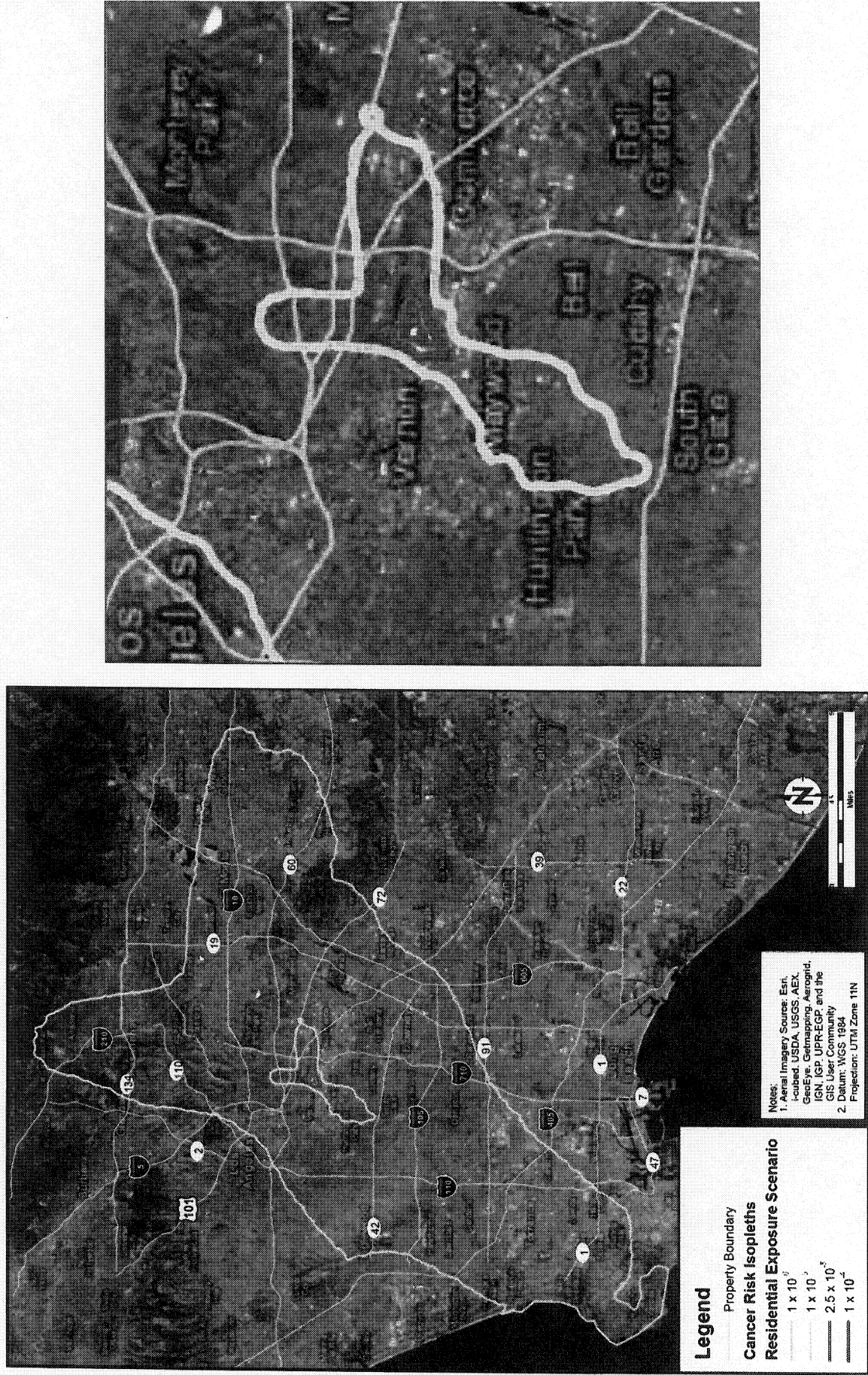
## Assumptions:

- The residential risk estimate conservatively assumes that a person continually breathes the same level of compounds for an entire lifetime (24 hours per day, 365 days per year, for 70 years).
- The worker risk estimate conservatively assumes that a worker continually breathes the same level of compounds for their working life (40 hours per week, 50 weeks per year, for 40 years).
- Most people are not exposed for that amount of time, so their actual risk is likely to be lower.

## Results:

- Maximum individual cancer risk (worker) = 156 in a million  
Note: Actual monitoring data suggests model is significantly over-estimating risks at this location
- Maximum individual cancer risk (residential) = 22 in a million
- Cancer Burden = 10 individuals (action level = 0.5)
- The majority of the risk is driven by Arsenic

Figure ES-2. Cancer Risk Isoleths



# Exide Non-cancer Risk Results

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## Chronic Hazard Index

- Resident = 2.9
- Worker = 63
- Public notification level = 1.0
- Risk reduction level = 3.0
- Risk driver – arsenic (respiratory)

## Acute Hazard Index

- Maximally exposed individual = 3.8
- Public notification level = 1.0
- Risk reduction level = 3.0
- Risk driver – arsenic (developmental)

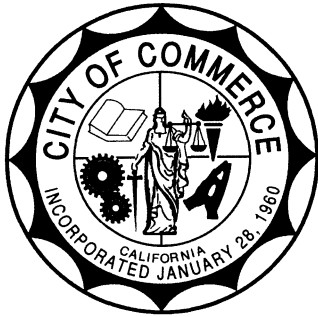
A Hazard Index of 1.0 is the level below which no adverse non-cancer health effects are expected. The Hazard Index considers the effects of all chemicals from the facility on a specific target organ.

## **■ Schedule**

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March 2013	AQMD approved HRA Exide notified Risk reduction efforts begin
April/May 2013	Public notification meetings Voluntary Risk Reduction measures implemented
September 2013	Final risk reduction plan due to AQMD





# AGENDA REPORT

Meeting Date: 04/16/2013

TO: Honorable City Council  
FROM: City Administrator  
SUBJECT: City Commission and Committee Appointments

RECOMMENDATION:

Make the appropriate appointments to the various City Commissions and Committees.

MOTION:

Council discretion.

BACKGROUND:

Pursuant to Resolution No. 97-15, as amended, each Councilmember makes one appointment to the various Commissions and Committees of the City, with the terms of office of each appointee being for a period not to exceed two years, expiring at the next General Municipal Election. The term of office shall continue until the appointment and qualification of successor appointees. The Council makes the appointments of any sixth or more members, industrial members and Council members of the applicable Commissions and Committees.

ANALYSIS:

Under the provisions of Resolution No. 97-15, as amended, the current terms of all Commissioners and Committee Members expired on March 19, 2013.

It is recommended that appointments be made to the following Commissions and Committees at this time, with all terms to expire March 17, 2015, unless otherwise indicated: Community Services Commission, Education Commission, Library Commission, Parks & Recreation Commission, Planning Commission, Senior Citizens Commission, Traffic Commission, Youth Advisory Commission, Beautification Committee, I-710 Local Advisory Committee (Ad Hoc) and Environmental Justice Advisory Task Force.

A list of the current Commissioners and Committee Members is attached for Council's convenience.

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic Goal.

Recommended by:

Linda Kay Olivieri  
City Clerk

Respectfully submitted,

Jorge J. Rifa  
City Administrator

Prepared by:

Angie Verdin  
Senior Office Assistant

Attachments: Current Commission/Committee Roster

**AGENDA ITEM No. 15**



**CITY OF COMMERCE**  
**COMMUNITY SERVICES COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b>						
JOANNA FLORES	5/3/11	4/2/2013	3/18/2015		Y	Robles
<b>VICE CHAIRPERSON</b>						
SANDRA JIMENEZ	4/5/11	4/2/2013	3/18/2015	A/O	Y	Del Rio
YOLIE ACOSTA	3/22/11	4/2/2013	3/18/2015		Y	Aguilar
<b>VACANCY</b>			<b>3/18/2015</b>			<b>Altamirano</b>
RODRIGO GALLEGOS	4/2/2013		3/18/2015	A/O		Leon

**COMMENTS:**

Staff Liaison: Loretta Gutierrez, Interim Director of Community Services (Ext. 2386)

Meets: 2nd Thursday of each month at 6:00 p.m. Council Chambers

**CITY OF COMMERCE**  
**EDUCATION COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b> ED MILES	9/6/11	4/2/2013	3/18/2015	A/O	Y	Aguilar
<b>VICE CHAIRPERSON</b> MARCO HERRERA	4/19/11	4/2/2013	3/18/2015	A/O	Y	Robles
LIBBY STOKES	3/26/12	4/2/2013	3/18/2015	A/O	Y	Del Rio
CARMEN MARQUEZ COOPER	8/21/12	4/2/2013	3/18/2015	A/O	Y	Leon
<b>EVELYN DIAZ</b> appt. continued at 4/2/13 cc mtg.	<b>4/3/12</b>		<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Altamirano</b>

COMMENTS:

Staff Liaison: Beatriz Sarmiento, Interim Director of Library Services (Ext. 2217)

Meets: 2nd Monday of each month at 6:00 p.m. in the Council Chambers

**CITY OF COMMERCE**

**LIBRARY COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b> DANIEL LARIOS	3/22/11	4/2/2013	3/18/2015	A/O	Y	Robles
<b>VICE CHAIRPERSON</b>						
<b>LETTIE JARAMILLO</b> appt. continued at 4/2/13 cc mtg.	<b>4/7/09</b>	<b>4/3/12</b>	<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Altamirano</b>
JOSIE BETANCOURT	10/20/10	3/22/11 4/2/2013	3/18/2015	A/O	Y	Aguilar
BEATRIZ MANCIA	6/2/09	3/22/11 4/2/2013	3/18/2015		Y	Del Rio
ERNIE VELA	12/1/09	3/22/11 4/2/2013	3/18/2015		Y	Leon

**COMMENTS:**

Staff Liaison: Beatriz Sarmiento, Interim Director of Library Services (Ext. 2217)

Meets:4th Tuesdays of each month at 5:30 p.m. Council Chambers

**CITY OF COMMERCE**

**PARKS & RECREATION COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b> NICKY ANN LEON	12/16/08	3/22/11 4/2/2013	3/18/2015		Y	Leon
<b>VICE CHAIRPERSON</b> RUDY TORRES	3/22/11	4/2/2013	3/18/2015		Y	Robles
<b>CHRIS GRIEGO</b> appt. continued at 4/2/13 cc mtg.	<b>4/17/12</b>		<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Altamirano</b>
LAURA PEREZ	3/17/09	3/22/11 4/2/2013	3/18/2015		Y	Del Rio
<b>STEVE VIESCA</b> appt. continued at 4/2/13 cc mtg.	<b>1/17/06</b>	<b>3/22/11</b>	<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Aguilar</b>

COMMENTS:

Staff Liaison: Scott Wasserman, Interim Director of Parks & Recreation (Ext. 2368)

Meets: 1<sup>st</sup> Thursday of each month at 6:00 p.m. Council Chambers

**CITY OF COMMERCE**  
**PLANNING COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b>						
To be determined						
NANCY BARRAGAN	4/2/2013		3/18/2015			Leon
<b>VICE CHAIRPERSON</b>						
JOHN DIAZ	5/3/11	4/2/2013	3/18/2015		Y	Del Rio
ANNELLE GRAJEDA	4/3/12	4/2/2013	3/18/2015		Y	Aguilar
<b>JULISSA ALTAMIRANO</b> <b>appt. continued at 4/2/13 cc mtg.</b>	<b>11/28/2012</b>		<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Altamirano</b>
JORGE MONTES	4/10/12	4/2/2013	3/18/2015		Y	Robles

COMMENTS:

Staff Liaison: Matt Marquez, City Planner (Ext. 2349)

Meets: 4th Wednesday of each month at 6:30 p.m. Council Chambers

**CITY OF COMMERCE**

**SENIOR CITIZENS COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b>						
CHARLES CALDERON	4/5/11	4/2/2013	3/18/2015		Y	Robles
<b>VICE CHAIRPERSON</b>						
<b>HORTENCIA RUBALCAVA</b> appt. continued at 4/2/13 cc mtg.	<b>5/17/05</b>	<b>3/22/11</b>	<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Aguilar</b>
FLORA OCHOA	3/17/09	3/22/11 4/2/2013	3/18/2015		Y	Del Rio
<b>SHARON ROWE</b> appt. continued at 4/2/13 cc mtg.	<b>4/3/12</b>		<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Altamirano</b>
SANDY CORNEJO	7/3/12	4/2/2013	3/18/2015		Y	Leon

COMMENTS:

Staff Liaison: Scott Wasserman, Interim Director of Parks & Recreation (Ext. 2368)

Meets: 1<sup>st</sup> Wednesday of each month at 12:30 p.m. Council Chambers



**CITY OF COMMERCE**  
**TRAFFIC COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b>						
ANTONIO R. GONZALEZ, SR.	4/17/07	3/22/11 4/2/2013	3/18/2015		Y	Aguilar
<b>VICE CHAIRPERSON</b>						
To be determined						
ISABEL CALDERA	4/2/2013		3/18/2015	A/O		Leon
CARL N. BAKER	4/10/12	4/2/2013	3/18/2015		Y	Del Rio
<b>VACANCY</b>			<b>3/18/2015</b>			<b>Altamirano</b>
JAVIER VAZQUEZ	5/3/11	4/2/2013	3/18/2015		Y	Robles

**COMMENTS:**

Staff Liaison: Danilo Batson, Assistant Director of Public Services (Ext. 2335)

Meets: 2<sup>nd</sup> Wednesday of each month at 6:30 p.m. Council Chambers

**CITY OF COMMERCE**  
**YOUTH ADVISORY COMMISSION**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b> To Be Determined						
<b>VICE CHAIRPERSON</b>						
MARILYN ARROYO	11/19/09	3/22/11 4/2/2013	3/18/2015		Y	Aguilar
JONATHAN GONZALEZ	12/18/12	4/2/2013	3/18/2015			Del Rio
<b>ALYSSA MATAS</b> appt. continued at 4/2/13 cc mtg.	<b>10/20/10</b>	<b>3/22/11</b>	<b>3/18/2015</b>	<b>A/O</b>	<b>Y</b>	<b>Altamirano</b>
MONICA RODARTE	4/3/12	4/2/2013	3/18/2015		Y	Leon
VANESSA GONZALEZ	1/15/13	4/2/2013	3/18/2015			Robles

COMMENTS: **Members of this Commission MUST submit to fingerprint requirements at 18<sup>th</sup> birthday and membership to this Commission expires on date of 20<sup>th</sup> Birthday.**

Staff Liaison: Lucinda Blancarte, Recreation Specialist (Ext. 4435)

Meets: 1st Monday of each month at 7:00 p.m. Teen Center

**CITY OF COMMERCE**  
**BEAUTIFICATION COMMITTEE**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b> To be determined						
<b>VICE CHAIRPERSON</b> To be determined						
VACANT			3/18/2015			Del Rio
VACANT			3/18/2015			Leon
VACANT			3/18/2015			Aguilar
RON PEREZ	4/7/09	3/22/11	3/18/2015	A/O	Y	Vacant (appointed by former C/M Fierro)
CONNIE GARCIA	4/5/11		3/18/2015	A/O	Y	Robles

COMMENTS:  
 Staff Liaison: Alex Hamilton, Assistant Director of Community Development  
 Meets: 2nd Tuesday of each month at 3:30 p.m. City Hall North Conference Room

**CITY OF COMMERCE**

**PAGEANT STEERING COMMITTEE**

**Fingerprinting is not a requirement of the Pageant Steering Committee.**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b> LEILANI DAVIS	7/6/10	3/22/11 4/2/2013	3/18/2015	Aguilar
<b>VICE CHAIRPERSON</b> ROSA RODRIGUEZ	3/22/11	4/2/2013	3/18/2015	Robles
CHRISTINA OLIVAS	4/17/12	4/2/2013	3/18/2015	Altamirano
SANDRA CORNEJO	3/22/11	4/2/2013	3/18/2015	Leon
ARACELI RIVAS	5/7/09	3/22/11 4/2/2013	3/18/2015	Del Rio

COMMENTS: Pageant Steering Committee does not require Oath/Application or Fingerprinting.

Staff Liaison: Adolfo Marquez, Interim Senior Recreation Supervisor (Ext. 2343)

Meets: Unscheduled

**CITY OF COMMERCE  
I-710 LOCAL ADVISORY COMMITTEE (AD HOC)**

**Fingerprinting is not a requirement of the I-710 Local Advisory Committee.**

<u>NAME, ADDRESS &amp; PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>APPOINTED BY</u>
<b>CHAIRPERSON</b> JOE AGUILAR					Council
<b>VICE CHAIRPERSON</b> (to be determined)					
BOB EULA	8/6/03	3/22/11 4/2/2013	3/18/2015		Aguilar
MIKE ALVARADO	4/2/2013		3/18/2015		Robles
<b>ED MILES</b> appt. continued at 4/2/13 cc mtg.	<b>4/3/12</b>	<b>3/22/11</b>	<b>3/18/2015</b>	<b>N</b>	<b>Altamirano</b>
<b>LEONARD MENDOZA</b> appt. continued at 4/2/13 cc mtg.	<b>3/22/11</b>		<b>3/18/2015</b>	<b>N</b>	<b>Del Rio</b>
VACANCY			3/18/2015		Leon
<b>COMMUNITY BASED ORGANIZATION APPOINTEE</b> East Yard Communities for Environmental Justice ANGELO LOGAN 2317 Atlantic Ave. 323-263-2113 <a href="mailto:alogan@eycej.org">alogan@eycej.org</a> (Designated Alternate – Isella Ramirez; <a href="mailto:iramirez@eycej.org">iramirez@eycej.org</a> )	9/7/04	3/22/11 4/2/2013	3/18/2015		Council
<b>COMMUNITY BASED ORGANIZATION APPOINTEE</b> United Families of Bristow Park JESUS CERVANTES (Designated Alternate – Pending)	3/22/11	4/2/2013	3/18/2015		Council
<b>INDUSTRIAL APPOINTEE</b> EDDIE TAFOYA Industrial Council 6055 Washington Blvd., Ste 110 323-728-7222 <a href="mailto:eddie@industrialcouncil.org">eddie@industrialcouncil.org</a> (Designated Alternate – Pending)		4/2/2013	3/18/2015		Council

CITY OF COMMERCE

I-710 LOCAL ADVISORY COMMITTEE (AD HOC) (Continued)

Page 2

Fingerprinting is not a requirement of the I-710 Local Advisory Committee.

**INDUSTRIAL APPOINTEE**

JON R. RENO	5/17/11	4/2/2013	3/18/2015	Council
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Heger Industrial  
5701 S. Eastern Ave., Ste 101  
323-727-1144  
(Designated Alternate – Robert G. Thornburgh)

**PLANNING COMMISSION APPOINTEE**

To be determined by Planning Commission			3/18/2015	Planning Comm
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**TRAFFIC COMMISSION APPOINTEE**

To be determined by Traffic Commission			3/18/2015	Traffic Comm
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**MEMBER AT-LARGE**

XOCHILT YBARRA	4/5/11	4/2/2013	3/18/2015	Council
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**MEMBER AT-LARGE**

JIM PARROWS	6/21/11	4/2/2013	3/18/2015	Council
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99 Cent Store  
4000 Union Pacific Ave  
323-980-8154  
(Designated Alternate – Don Arter)

COMMENTS: Fingerprinting is not a requirement of the I-710 Local Advisory Committee.

Staff Liaison: Alex Hamilton, Assistant Director of Community Development (Ext. 2330)

Meets: 2nd & 4th Tuesday of each month at 6:30 p.m. City Hall Emergency Operations Center (EOC)

**NOTE:**

**AT THE APRIL 2, 2013 CITY COUNCIL MEETING, IT WAS THE CONSENSUS OF THE COUNCIL TO CONTINUE APPOINTMENTS TO THIS TASK FORCE TO DETERMINE CONSOLIDATING WITH THE I-710 LOCAL ADVISORY COMMITTEE (AD HOC) AND TO COME UP WITH OTHER ALTERNATIVES.**

**CITY OF COMMERCE**

**ENVIRONMENTAL JUSTICE ADVISORY TASK FORCE**

<b><u>NAME, ADDRESS &amp; PHONE NUMBER</u></b>	<b><u>ORIGINAL APPT. DATE</u></b>	<b><u>LAST REAPPT. DATE</u></b>	<b><u>TERM EXPIRES</u></b>	<b><u>TAKEN OATH AND COMPLETED APPL.</u></b>	<b><u>FINGER- PRINTED</u></b>	<b><u>APPOINTED BY</u></b>
<b>CHAIRPERSON</b>						
<b><u>PROFESSIONAL MEMBER</u></b>						
ANGELO LOGAN East Yard Communities for Environmental Justice 2317 Atlantic Blvd. 323-263-2113	10/5/04	3/22/11 4/2/2013	3/18/2015		Y	Council
<b>VICE CHAIRPERSON</b> (to be determined)						
MIGUEL ORTEGA	5/15/12		3/18/2015		Y	Altamirano
FERNANDO BONADA	11/20/07	3/22/11	3/18/2015		Y	Leon
VACANT			3/18/2015			Aguilar
NORMA DAMAS	6/21/11		3/18/2015			Del Rio
KRISTINA SANTANA	6/21/11		3/18/2015			Robles

CITY OF COMMERCE

ENVIRONMENTAL JUSTICE ADVISORY TASK FORCE (Continued)

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**PROFESSIONAL MEMBER**

ANDREA M. HRICKO	6/5/07	3/22/11	3/18/2015	Y	Council
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Keck School of Medicine, USC/  
Director of Community Outreach and  
Education Programs, Southern California  
Environmental Health Sciences Center and  
Children's Environmental Health Center  
1540 Alcazar St., CHP 236  
Los Angeles, CA 90033  
323-442-3077

**LARGE/SMALL BUSINESS & INDUSTRIAL/  
ORGANIZED LABOR MEMBER**

EDDIE TAFOYA	6/19/07	3/22/11	3/18/2015	Y	Council
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Industrial Council of the  
City of Commerce  
6055 Washington Blvd., Ste. 110  
323-728-7222  
Fax: 728-7565  
[eddie@industrialcouncil.org](mailto:eddie@industrialcouncil.org)

**LARGE/SMALL BUSINESS & INDUSTRIAL/  
ORGANIZED LABOR MEMBER**

STEPAN ALTOUNIAN	5/3/11		3/18/2015		Council
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Sealwize  
7136 East Slauson Ave  
323-720-9077

COMMENTS: Application, Oath and Fingerprinting are a requirement of the Environmental Justice Advisory Task Force.

Staff Liaison: Alex Hamilton, Assistant Director of Community Development (Ext. 2330)

Meets: no schedule provided.





# AGENDA REPORT

Meeting Date: 04/16/2013

TO: Honorable City Council  
FROM: City Administrator  
SUBJECT: DELEGATE AND ALTERNATE APPOINTMENTS

RECOMMENDATION:

Make the appropriate delegate and alternate appointments to the I-5 Consortium.

MOTION:

Council discretion.

BACKGROUND:

Annually, at its first meeting in April, the City Council selects from among its members who will serve as delegates and alternates on various boards.

ANALYSIS:

At its meeting of April 2, 2013, the Council made its annual delegate and alternate appointments for the period April 2013 to April 2014 to all of the various boards with the exception of the I-5 Consortium, which was continued to April 16, 2013. It is requested that the Council make its appointments to the I-5 Consortium at this time.

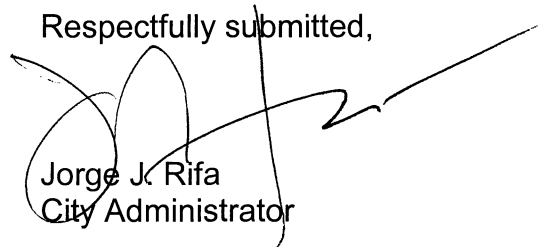
FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic Goal.

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Recommended by:



Linda Kay Olivieri  
City Clerk

Approved as to form:



Eduardo Olivo  
City Attorney

Attachment: Roster of Council Delegates & Alternates

**AGENDA ITEM No. 16**



## CITY OF COMMERCE

ROSTER OF COUNCIL DELEGATES AND ALTERNATES

<u>ASSOCIATION</u>	<u>DELEGATE/ ALTERNATE</u>	<u>TERM EXPIRES</u>
<b><u>CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY</u></b>		
Filing Required (Form 700)	Councilmember Baca Del Rio <b>Representative</b>	04/2014
Legal Counsel: Jimmy L. Gutierrez, Esq. Violet Topete, Secretary 12616 Central Ave. El Central Real Plaza Chino, CA 91710 Phone: (909) 591-6336 Fax: (909) 628-9803	Mayor Pro Tempore Leon <b>Alternate</b>	04/2014
Executive Director: Frank J. Marquez Phone: (626) 617-5894		
Meet: To be announced When: 3 <sup>rd</sup> Wednesday of month Time: 10:00 a.m.		
<b><u>CALIFORNIA CONTRACT CITIES ASSOCIATION</u></b>		
No Filing Required	Councilmember Robles <b>Delegate</b>	04/2014
11027 Downey Ave. Downey, CA 90241 Phone: (562) 622-5533 Fax: (562) 622-9555 <a href="http://www.contractcities.org">www.contractcities.org</a>	Mayor Pro Tempore Leon <b>Alternate</b>	04/2014
Meet: To be announced When: 3rd Wednesday of month Time: 6:00 p.m. Social Hour 7:00 p.m. Dinner		
<b><u>CALIFORNIA GAMING CITIES COALITION [Inactive]</u></b>		
No Filing Required	<b>Delegate</b>	
City Administrator Jorge J. Rifa 2535 Commerce Way Commerce, CA 90040 Phone: (323) 722-4805	<b>Alternate</b>	
Meet: Commerce City Hall When: To be determined Time: To be determined	City Administrator Jorge J. Rifa <b>Delegate</b>	

**CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (JPIA)**

No Filing Required Form 700 if on Executive Committee or Alternate)	Councilmember Altamirano <b>Delegate</b>	04/2014
8081 Moody St. La Palma, CA 90623 Phone: (562) 467-8700 Fax: (562) 860-4992	Councilmember Robles <b>Alternate</b> (Alternate files only if Delegate is on Executive Committee)	04/2014
Meet: JPIA Office, La Palma When: 4 <sup>th</sup> Wednesday of month Time: 5:30 p.m.		

**CENTRAL BASIN WATER ASSOCIATION**

No Filing Required	Councilmember Baca Del Rio <b>Delegate</b>	04/2014
Ms. Carol Williams, Exec. Sec. 725 N. Azusa Ave. Azusa, CA 91702 Phone: (626) 815-1305 Fax: (626) 815-1303	Mayor Pro Tempore Leon <b>Alternate</b>	04/2014
Meet: Rio Hondo Events Center in Downey When: 1 <sup>st</sup> Thursday of February, May and November 1 <sup>st</sup> Thursday of August is an outdoor (BBQ) event, location to be announced Time: 11:30 a.m.		

**CITY SELECTION COMMITTEE**

No Filing Required (Mayor)	Mayor Aguilar <b>Delegate</b>	04/2014
500 West Temple St., Room 383 Los Angeles, CA 90012 Phone: (213) 974-1431	Councilmember Altamirano <b>Alternate</b>	04/2014
Meet: At call of Chairman for sole purpose of selecting members to other local agencies (e.g. Coastal Authority)		
When: Time:		

**COMMERCE REFUSE TO ENERGY AUTHORITY (CREA)**

**NO TERM EXPIRATION**

Filing Required (Form 700)

Principal Executive Office:  
5926 E. Sheila St.  
Commerce, CA 90040

Mail:  
Ms. Kimberly S. Compton, Sec. to the Bds. of Dirs.  
P.O. Box 4998  
Whittier, CA 90607  
Phone: (562) 699-7411  
[kcompton@lacsdsd.org](mailto:kcompton@lacsdsd.org)

Meet: Commerce City Hall  
When: 2<sup>nd</sup> Thursday of month  
Time: 12:30 p.m.

Mayor Pro Tempore Leon  
**Director**  
(appt. 4/9/09)

Mayor Aguilar  
**Director**  
(appt. 4/3/07)

City Administrator Jorge J. Rifá  
**Director**  
(appt. 1/28/08)

Alex Hamilton  
Assistant Dir. of Community Development  
**Alternate-at-large**  
(appt. 4/3/12)

**COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY**

Filing Required (Form 700)  
(Mayor)

Ms. Kimberly S. Compton, Sec. to the Bds. of Dirs.  
P. O. Box 4998  
Whittier, CA 90607  
Phone: (562) 699-7411

Meet: 1955 Workman Mill Rd.  
Whittier, CA 90607  
When: 2<sup>nd</sup> & 4<sup>th</sup> Wednesday of month  
Time: 1:30 p.m.

Mayor Aguilar  
**Director** 04/2014

Mayor Pro Tempore Leon  
**Alternate** 04/2014  
(Will remain Alternate as long  
as he is on Council or becomes  
Mayor)

**EMPLOYMENT TASK FORCE**

No Filing Required

2535 Commerce Way  
Commerce, CA 90040  
Phone: (323) 722-4805

Meet: City Hall EOC  
When: Quarterly  
Time: 2:00 p.m.

Mayor Pro Tempore Leon  
**Member** 04/2014

Mayor Aguilar  
**Member** 04/2014

**GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)**

Filing Required (Form 700)	Mayor Aguilar Board Representative	04/2014
Genny Cisneros c/o Gateway Cities Council of Governments 16401 Paramount Blvd. Paramount, CA 90723 Phone: (562) 663-6850 Fax: (562) 634-8216 www.gatewaycog.org	Councilmember Altamirano Alternate Board Representative	04/2014

Executive Committee (Members selected from Board of Directors):

Meet: GCCOG Office  
16401 Paramount Blvd.  
Paramount, CA 90723  
When: 1<sup>st</sup> Wednesday of month  
Time: 6:30 p.m. (5:30 p.m. buffet)

Board of Directors (Council **Delegates**):

Meet: GCCOG Office  
16401 Paramount Blvd.  
Paramount, CA 90723  
When: 1<sup>st</sup> Wednesday of month  
Time: 6:30 p.m. (5:30 p.m. buffet)

City Manager Policy Advisory Committee (City Administrator):

Meet: Holiday Inn  
La Mirada  
When: 3<sup>rd</sup> Wednesday of month  
Time: 8:15 a.m.

**GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT** **TWO-YEAR TERM**

Filing Required (Form 700) (2 year term – new appointment accepted during term upon resignation of Trustee)	Councilmember Baca Del Rio Trustee	01/06/2014 (@ 11:59 a.m.)
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**No Alternate**

Mr. Kenneth L. Bayless, General Manager  
Ms. Abby Schaal  
District Headquarters  
12545 Florence Ave.  
Santa Fe Springs, CA 90670  
Phone: (562) 944-9656  
Fax: (562) 944-7976  
[www.glacvcd.org](http://www.glacvcd.org)

Meet: District Headquarters  
When: 2<sup>nd</sup> Thursday of month  
Time: 7:00 p.m.

**I-5 CONSORTIUM**

No Filing Required	Mayor Aguilar <b>Delegate</b>	04/2013
Michael J. Egan, City Manager [Contact Vicki Dilley, Executive Secretary] Norwalk City Hall 12700 Norwalk Blvd. Norwalk, CA 90650 Phone: (562) 929-5301	Mayor Pro Tempore Leon <b>Alternate</b>	04/2013

Policy Board Meeting (Council & City Manager **Delegates**):

Meet: Norwalk City Hall, Rm 4  
When: 4<sup>th</sup> Monday, every month  
Time: 2:00 p.m.

Administrative Entity (City Managers only):

Meet: Norwalk City Hall, Rm 3  
When: 2<sup>nd</sup> Wednesday, every month  
Time: 3:30 p.m.

Steering Committee (La Mirada, Santa Fe Springs & Norwalk)

Meet: Norwalk City Hall  
When: Last Friday of month  
Time:

**I-710 EIR/EIS PROJECT COMMITTEE**

No Filing Required	Councilmember Robles <b>Member</b>	04/2014
Genny Cisneros c/o Gateway Cities Council of Governments 16401 Paramount Blvd. Paramount, CA 90723 Phone: (562) 663-6850 Fax: (562) 634-8216	Councilmember Altamirano <b>Alternate</b>	04/2014
Meet: Gateway Cities Office 16401 Paramount Blvd. Paramount, CA 90723 or to be determined		
When: 5 <sup>th</sup> Thursday of months containing five Thursdays		
Time: 6:30 pm		

**LEAGUE OF CALIFORNIA CITIES**

No Filing Required	Mayor Pro Tempore Leon <b>Delegate</b>	04/2014
<u>Los Angeles Division, Gateway Cities</u> Kristine Guerrero, Regional Manager P.O. Box 3482 Lakewood, CA 90711 Phone 626-716-0076 Fax: E-mail: <a href="mailto:kguerrero@cacities.org">kguerrero@cacities.org</a> <a href="http://www.cacities.org">www.cacities.org</a>	Councilmember Baca Del Rio <b>Alternate</b>	04/2014
Meet: Luminaras Restaurant 3500 Ramona Blvd. Monterey Park, CA 91754		
When: 1 <sup>st</sup> Thursday of month		
Time: 6:30 p.m. Social Hour 7:00 p.m. Dinner		

**LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS AUTHORITY BOARD** **TWO-YEAR TERM**

Filing Required (Form 700)	City Administrator Jorge J. Rifá <b>Governing Board Member</b>	04/2014
Clearwater Building 16401 Paramount Blvd. Paramount, CA 90723 Phone: 562-904-2180 Fax: 562-923-6388 Attn: Grace J. Kast Executive Officer <a href="mailto:gracekast.gateway@gmail.com">gracekast.gateway@gmail.com</a>	Gina Nila Environmental Services Manager <b>Designated Representative</b>	04/2014
Meet: Clearwater Building 2 <sup>nd</sup> Floor 16401 Paramount Blvd. Paramount, CA 90723		
When: 2 <sup>nd</sup> Thursday of month		
Time: 12:00 p.m.		



**NATIONAL LEAGUE OF CITIES**

No Filing Required  
1301 Pennsylvania Ave., N.W.  
Washington, D.C. 20004  
Phone: (202) 626-3105

Mayor Pro Tempore Leon  
**Delegate**

04/2014

TBD if necessary  
**Alternate**

04/2014

Conference Registration:  
Ralph Whitener Co.  
Dulles International Airport  
P.O. Box 17413  
Washington, D.C. 20041  
Phone: (202) 626-3100

Meet: To be announced  
When: Varies  
Time:

**SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION (SCDC)**

***Continuation of membership to be determined by Council at future meeting.***

No Filing Required  
Cesar Zaldivar-Motts, Executive Director  
2965 E. Gage Ave.  
Huntington Park, CA 90255  
Mail: P.O. Box 327  
Huntington Park, CA 90255

**Delegate** (Councilmember or  
staff member)

04/2014

Asst. Dir. of Community Development  
**Alternate** (for Councilmember Delegate)

04/2014

Phone: (323) 585-4579  
Fax: (323) 585-0833  
E-mail: [mottscz@scdcorp.org](mailto:mottscz@scdcorp.org)

Meet: To be announced, rotated quarterly  
When: 4th Thursday of month  
Time: 3:30 p.m.

**SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY**

Filing Required (Form 700) Councilmember Altamirano 04/2014  
**Delegate**

**MAILING ADDRESS:**

Arturo Cervantes  
Director of Public Works  
City of Pico Rivera  
6615 Passions Boulevard  
Pico Rivera, CA 90660  
Attn: Gladis Deras  
Phone: (562) 801-4351  
Fax: (562) 949-2525  
E-mail: [gderas@pico-rivera.org](mailto:gderas@pico-rivera.org)

Councilmember Robles 04/2014  
**Alternate**

Ralph H. Webb  
5981 Midiron Circle  
Huntington Beach, CA 92649  
Phone: (714) 840-5338  
Cell: (714) 333-5898  
Fax: (866) 220-4649  
E-mail: [rwebb@tfynet.com](mailto:rwebb@tfynet.com)  
[rwebb@socal.rr.com](mailto:rwebb@socal.rr.com)

The Ferguson Group  
1130 Connecticut Ave., N.W., Ste 200  
Washington, D.C. 20036  
Phone: (202) 331-8500  
Fax: (202) 331-1598  
Website: [www.fergusongroup.us](http://www.fergusongroup.us)

**Policy Board Meeting (Council & City Manager Delegates):**

Meet: Town Center Hall  
Social Hall  
11740 Telegraph Road  
Santa Fe Springs, CA  
When: 1st Thursday every-even month  
Time: 7:00 p.m.

**Administrative Entity** (City Managers or designee only, no Councilmembers)

City Administrator Jorge J. Rifá  
**Designated Member**

Filing Required (Form 700)

Meet: Town Center Hall  
11740 Telegraph Road  
Santa Fe Springs, CA  
When: 3rd Wednesday of every odd month  
Time: 12:00 p.m.

Danilo Batson  
Assistant Dir. of Public Services  
**Designated Alternate**

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)**

Filing Required (Form 700)

Councilmember Robles 04/2014  
**General Assembly Representative**

818 West 7th Street  
12th Floor  
Los Angeles, CA 90017  
Phone: (213) 236-1800

Councilmember Baca Del Rio 04/2014  
**General Assembly Alternate**

Meet: To be announced  
When: Once a year/Announced  
Time:

**COMMERCE REFUSE TO ENERGY AUTHORITY**

**MEMBERS**

<b>Chairperson</b>	Mayor Joe Aguilar City of Commerce (appt. 4/3/07)
<b>Vice Chairperson</b>	Robert Cormack (County Sanitation Districts of Los Angeles County appointee)
<b>Directors</b>	Mayor Pro Tempore Lilia R Leon City of Commerce (appt. 4/9/09)  City Administrator Jorge J. Rifá City of Commerce (appt. 1/28/08)  Mike Mendez (County Sanitation Districts of Los Angeles County appointee)  Jim Stahl County Sanitation Districts of Los Angeles County
<b>Alternate-at-large</b>	Alex Hamilton Assistant Dir. of Community Development City of Commerce (appt. 4/3/2012)
<b>Alternate Councilmember</b>	Ken Cleveland (County Sanitation Districts of Los Angeles County appointee)
<b>Alternate – County Sanitation Districts of Los Angeles County</b>	Grace Chan Chief Engineer County Sanitation Districts of Los Angeles County
<b>Secretary/Treasurer</b>	Kimberly S. Compton County Sanitation Districts of Los Angeles County

cc: City Council  
Jorge J. Rifa  
Rebecca Kuhn  
Rose Cervantes  
Fernando Mendoza

Alex Hamilton  
Danilo Batson  
Gina Nila  
Loretta Gutierrez

04/11/2013 lko

DELEGATE ROSTER.DOC



# AGENDA REPORT

MEETING DATE: April 16, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING VARIOUS PROFESSIONAL SERVICES ASSOCIATED WITH THE VALUATION OF 4545 WASHINGTON BOULEVARD, IN RELATION WITH THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

## RECOMMENDATION:

Approve the Resolution and assign the number next in order.

## MOTION:

Move to approve recommendation.

## BACKGROUND:

On March 25, 2013, Tierra West Advisors, Inc., presented the City with several proposals obtained on the City's behalf for services required in order to properly determine the value of 4545 Washington Boulevard.

As identified in the original MTA 2007 Call for Projects application, in order for the City to improve traffic flow and the deteriorated pavement conditions on Washington Boulevard by widening and constructing 3-lanes in each direction of Washington Boulevard, the City would need to acquire the subject property. In order to determine the fair value of the property, structures, equipment, etcetera at the site, the City needs to secure the following services:

- Site/Realty Appraisal Services
- Fixtures, Furnishing & Equipment Appraisal Services
- Billboard & Goodwill Appraisal Services
- Environmental Site Assessment (Phase I) Services

Proposals were obtained from the following firms (summary is provided in Attachment 1):

- Site/Realty Appraisal Services
  - Mason & Mason (\$8,750)
  - Nagasaki & Associates (\$3,400)
  - Settles & Company (\$2,000)
- Fixtures, Furnishing & Equipment Appraisal Services
  - Asset Alliance (\$6,420)
  - Hodges & Lacey (\$3,500)
- Billboard & Goodwill Appraisal Services
  - Desmond & Associates (\$2,500)
  - Hodges & Lacey (\$500)
- Environmental Site Assessment (Phase I) Services
  - Block Environmental (\$2,400)

## ANALYSIS:

In order to proceed with the proposed improvements in the Washington Boulevard Widening and Reconstruction Project, the City needs to secure the services of various professionals in

relation to the valuation of 4545 Washington Boulevard. The subject property was identified in the original 2007 MTA Call for Projects application as a property the City would need to acquire in order to complete the proposed project improvements. This acquisition is necessary at this location because the City only has a right-of-way of 75 feet, instead of the 95 feet to 100 feet minimum right-of-way required to complete the project improvements. A portion of the existing building structure at this site is within the necessary right-of-way required by the project.

Tierra West Advisors, Inc., obtained proposals from several firms. Staff is recommending that the City approve the services of the lowest bidders for each service category, as follows:

- Site/Realty Appraisal Services
  - Settles & Company (\$2,000)
- Fixtures, Furnishing & Equipment Appraisal Services
  - Hodges & Lacey (\$3,500)
- Billboard & Goodwill Appraisal Services
  - Hodges & Lacey (\$500)
- Environmental Site Assessment (Phase I) Services
  - Block Environmental (\$2,400)

**FISCAL IMPACT:**

At this time, this activity can be carried out without additional impact on the current operating budget. The approved budget and funding sources for this project are as follows:

<b>WASHINGTON BLVD. RECONSTRUCTION PROJECT</b>	
Preliminary Design & Scope of Work (MTA Prop C 25%)	\$77,000
Preliminary Design & Scope of Work (City Match 35% - 2007 Bonds Funds)	\$46,000
Design Specification 60% RDA	\$180,000
City Match 40% - 2004 Bond Funds	\$120,000
Construction Management 50% RDA	\$200,000
City Match 50% - 2004 Bond Funds	\$200,000
Construction (Phase I) Prop C 25% (MTA Funds)	\$13,285,000
Construction Fed. Highway Funds (SAFETEA-LU HPP 3085)	\$2,220,000
SAFETEA-LU Match	\$220,000
California Transportation Commission (CTC Grant)	\$5,800,000
California Transportation Commission (City ROW Match)	\$3,198,000
Construction (Phase I) City Remaining Match (35%) - \$3 million (General Fund Reserves; \$3,453,460 RDA)	\$6,454,000
	<b>\$32,000,000</b>

The Commerce Community Development Commission had approved the payment of redevelopment funds as part of the local match for the Project. Pursuant to AB X1 26, the Department of Finance (DOF) determined that the Commission’s local match for the Project was not an “enforceable obligation.” Successor Agency staff has proceeded with the meet-and-confer process with the DOF, but has not been successful in changing the DOF’s determination. Due to existing contractual obligations with LACMTA and Caltrans, in order not to jeopardize any other funding, staff recommends that the City continue with the engineering and design of the project. Currently, City staff, the MTA, the Gateway COG and The Dardanelle Group are exploring other potential sources of funds (such as, funding allocation by the I-710 Early Action Program).

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

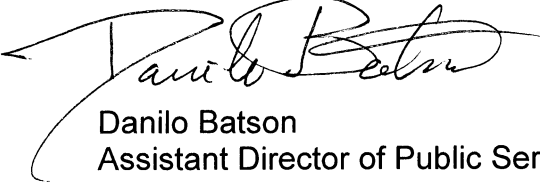
The issue before the Council is applicable to the following Council’s strategic goal: *“Improve and maintain infrastructure and beautify our community”* as identified in the 2012 Strategic Plan.

Respectfully submitted:



Jorge Rifa  
City Administrator

Recommended and prepared by:




Danilo Batson  
Assistant Director of Public Services

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approve as to form:



Eduardo Olivo  
City Attorney

File: 2013 City Council Agenda Reports  
Washington Blvd. Widening and Reconstruction Project – Agenda Reports File





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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING VARIOUS PROFESSIONAL SERVICES ASSOCIATED  
WITH THE VALUATION OF 4545 WASHINGTON BOULEVARD IN RELATION WITH  
THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

WHEREAS, in the original MTA 2007 Call for Projects application, the City indicated that at 4545 Washington Boulevard it did not have sufficient right-of-way for the proposed improvements on Washington Boulevard, under the Washington Boulevard Widening and Reconstruction Project; and

WHEREAS, in order to determine the fair value of the subject property, structure, equipment, and other improvements at the site, the City needs to secure the services of various professionals; and

WHEREAS, proposals were obtained from various service providers; and

WHEREAS, after careful review and examination of the proposals, the City has determined that the proposals from the lowest responsive bidders are acceptable and provide the services required to undertake the valuation of the subject property.

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

Section 1. The proposals from Settles & Company (Site/Realty Appraisal Services - \$2,000), Hodges & Lacey (Fixtures, Furnishings & Equipment Appraisal Services - \$3,500), Hodges & Lacey (Billboard & Goodwill Appraisal Services - \$500), and Block Environmental (Environmental Site Assessment (Phase I) Services - \$2,400) are hereby accepted. The City Attorney is directed to prepare any necessary agreements and have them executed by the Mayor for and on behalf of the City.

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk





# AGENDA REPORT

MEETING DATE: April 16, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: FISCAL YEAR 2012/13 CAPITAL IMPROVEMENT PROGRAM UPDATE

**RECOMMENDATION:**

Consider for receipt and filing, and take appropriate action as deemed necessary with respect to the status report on the FY 2012/13 Capital Improvement Program.

**MOTION:**

Move to approve recommendation.

**BACKGROUND/ANALYSIS:**

On June 19, 2012, the City Council approved the Fiscal Year 2012/13 Capital Improvement Program Budget. The approved budget includes four (4) transportation-related projects and 18 general fund related projects as shown on Table 1 & Table 2.

**TABLE 1 – TRANSPORTATION & SPECIAL PROJECT FUNDS APPROVED PROJECTS**

Project Consultant (Mobility Advancement)	\$ 45,000
Commerce MetroLink Station Improvement	\$ 250,000
Replace Bus Washer	\$ 317,467
Telegraph Road Street Improvement (MTA Measure R)	\$2,004,000
TOTAL	\$2,616,467

**TABLE 2 – GENERAL FUNDS & OTHER SOURCES APPROVED PROJECTS**

Street Reconstruction (Rosini Residential)	\$ 2,000,000
Street Reconstruction (Bristow Residential / East of I-710 FWY)	\$ 805,000
Safe Route to School (Cycle 7)	\$ 57,210
Railroad Crossing Improvements (HSIP Cycle 4 Grant)	\$ 56,000
Resident Card System and Services Tracking Program	\$ 113,000
Camp Commerce Water Line Improvements	\$ 130,000
Camp Commerce Driveway Improvements	\$ 40,000
Geotechnical Analysis Camp Commerce Snow Drop	\$ 30,000
Supplemental Filtration and Replastering (Small Pool)	\$ 150,000
Emergency System Upgrade	\$ 30,000
Emergency Dispenser/Fuel Line	\$ 65,000
City Hall Security/Electronic Card System	\$ 100,000
Teen Center Improvements	\$ 100,000
Municipal Code Update	\$ 45,000
Greenwood Library Improvements	\$ 28,300
Construction Management Services (Swinerton)	\$ 146,827
Engineering Services (Transtech)	\$ 63,000
Project Consultant (Tierra West)	\$ 87,000
TOTAL	\$4,046,969

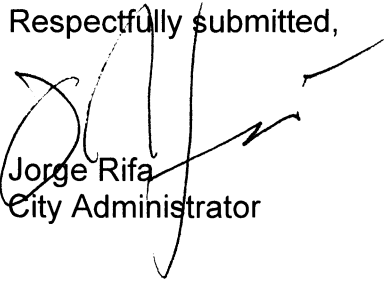
Staff continues to work diligently on the implementation of this year's Capital Improvement Program. Attached is a spreadsheet with updates on all projects. Projects with significant changes/accomplishments are indicated with an asterisk.

FISCAL IMPACT:

The proposed activities 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 2012/13 Capital Improvement Program Budget.

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


Prepared and recommended by:

  
Danilo Batson  
Assistant Director of Public Services

Fiscal impact reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney