

Tina Baca Del Rio Mayor  
Lilia R. Leon Mayor Pro Tem  
Joe Aguilar Councilmember  
Ivan Altamirano Councilmember  
Denise Robles Councilmember



COMMERCE CITY HALL  
COUNCIL CHAMBERS  
5655 Jillson Street  
Commerce, CA 90040  
Phone: (323) 722-4805  
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## AGENDA

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

Tuesday, May 20, 2014 - 6:30 P.M.

**CALL TO ORDER** Mayor/Chairperson Baca Del Rio

**PLEDGE OF ALLEGIANCE** Mathew Rodriguez, Director of Community Services Department

**INVOCATION** Councilmember/ Board Member Aguilar

**ROLL CALL** City Clerk Shumway

#### APPEARANCES AND PRESENTATIONS

1. Armed Forces Ceremony
2. Presentation of Award Certificates and Prizes – Library Services Department 2014 Children's Bookmark and Essay Contest
3. Presentation of a Donation to the Library by the Commerce Industrial Council
4. Presentation on Services Provided by "La Causa Youthbuild"
5. Presentation- Relay for Life  
Presentation from the American Cancer Society thanking the City for its support in hosting the Annual Relay for Life held April 12-13, 2014.

#### 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. State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from taking action

or engaging in discussion on a specific item unless it appears on a posted agenda. 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. 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 limit your remarks to five (5) minutes.

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. There will be no discussion of these items unless members of the City Council request specific items to be removed from the Consent Agenda for a separate discussion. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

#### **6. Approval of Minutes**

The City Council and Successor Agency will consider for approval the minutes of the Concurrent Regular Meeting of Tuesday, May 6, 2014, held at 6:30 p.m.; Concurrent Adjourned Meeting of Tuesday, May 6, 2014, held at 5:00 p.m.; and Concurrent Special Meeting of Tuesday, April 29, 2014, held at 5:00 p.m.

#### **7. Approval of Warrant Register Nos. 20A and 20B**

The City Council and Successor Agency will consider for approval the bills and claims set forth in Warrant Registers No. 20A, dated May 20, 2014, and 20B for the period of May 7, 2014 to May 15, 2014.

#### **8. Proclamation declaring May 2014 as "CalFresh Awareness Month."**

#### **9. A Resolution Approving Revisions to the City's Overtime Policy**

The City Council will consider for approval and adoption a proposed Resolution approving revisions to the City's Personnel Policies and Procedures Manual by revising the City's Overtime Policy.

**10. A Resolution Ratifying the Assignments of Personnel Investigative Services and Approving a Retainer Agreement with Susan M. Woolley.**

The City Council will consider for approval and adoption a proposed Resolution ratifying the assignment of personnel investigative services to Susan M. Woolley pursuant to the terms and conditions set forth in the retainer agreement approved by the City on October 1, 2013.

**11. A Resolution Approving an Agreement with Rick Larson, DBA World Amusements for Carnival Services for the 4<sup>th</sup> of July Celebration**

The City Council will consider for approval and adoption a proposed Resolution approving an Agreement with Rick Larson, DBA World Amusements for carnival services for the 4<sup>th</sup> of July celebration at Rosewood Park.

**12. A Resolution Approving the Purchase of (1) One Natural Gas Powered Bus from A-Z Bus Sales, Inc.**

The City Council will consider for approval and adoption a proposed Resolution approving the purchase of one natural gas (CNG) powered bus to operate the Metrolink 26<sup>th</sup> Street commuter shuttle service.

**13. A Resolution Approving a Water Right Lease and Agreement with the City of Whittier for FY 2014-2015**

The City Council will consider for approval and adoption a proposed Resolution approving a water Right Lease and Agreement with the City of Whittier for FY 2014-2015 and provide direction to staff as deemed necessary to pursue a multiyear agreement with the City of Whittier.

**14. A Resolution Authorizing the Destruction of Certain Records**

The City Council will consider for approval and adoption a proposed Resolution authorizing the destruction of certain records.

**15. A Resolution Approving a Revised Services Agreement with Pyro Spectaculars, Inc.**

The City Council will consider for approval and adoption a proposed Resolution approving a revised services agreement with Pyro Spectaculars, Inc. for the 4<sup>th</sup> of July pyrotechnic display at Rosewood Park and repealing Resolution No. 14-31.

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## SCHEDULED MATTERS

**16. Review of Issues Related to the City Council City Vehicle Use Policy**

The City Council will review and consider providing direction as deemed appropriate with respect to the City Council Vehicle Use Policy.

**17. Presentation by the Los Angeles County Metropolitan Transportation Authority (Metro)**

The City Council will receive a presentation by the Los Angeles County Metropolitan Transportation Authority (Metro) with respect to Eastside Transit Corridor Phase 2 Project

**18. A Resolution Approving a Services Agreement with Multimedia LED Dynamic Displays for the Brenda Villa Aquatic Center Scoreboard**

The City Council will consider for approval and adoption a proposed Resolution approving the Services Agreement with Multimedia LED Dynamic Displays for the purchase and installation of a replacement scoreboard system for the Brenda Villa Aquatics Center.

**19. A Resolution Approving Participation in the Los Angeles Urban Community Development Block Grant (CDBG) Program**

The City Council will consider for approval and adoption a Resolution approving participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program and authorizing the Mayor to sign a Cooperation Agreement with the County of Los Angeles.

**20. A Resolution Approving (3) Three New Contracts and Ratifying (1) one Amendment to and Existing Contract for Home Preservation Grant Program**

The City Council will consider for approval and adoption a Resolution approving (3) three new contracts and ratifying (1) one amendment to an existing contract for the Home Preservation Grant Program (Project No. 601074-13 Community Development Block Grant (CDBG) Program).

**21. Telegraph Road Street Improvement Project - Approval of Plans and Specifications**

The City Council will consider approving the project plans and specification for City Project No. 1305 – Telegraph Road Street Improvement Project, and authorizing the Public Works and Development Services Department to advertise for bids.

**22. Commerce I-710 LAC Support for Community Alternative and I-710 Corridor Master Plan**

The City Council will consider recommendations of the Commerce I-710 Local Advisory Committee and provide direction as deemed necessary in regards to continuing support of the Community Alternative 7 for analysis of the recirculation of the CalTrans I-710 EIR/EIS and to proceed with the City's participation in the I-710 Corridor Aesthetic Master Plan.

**ADJOURNMENT**

The City Council and Successor Agency will adjourn to Wednesday, May 21, 2014, at 3:30 p.m. in the Council Chambers.

Written materials distributed to the City Council are available for public inspection immediately following the posting of this agenda (at least 72 hours prior to a regular City Council meetings) 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.**

Meeting facilities are accessible to persons with disabilities. In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, notify the Office of the City Clerk at (323) 722-4805 at least 48 hours prior to the meeting.



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council  
**FROM:** City Administrator  
**SUBJECT:** ARMED FORCES CEREMONY  
**MEETING DATE:** May 20, 2014

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Item No. 1

### **RECOMMENDATION:**

The City Council will conduct a special candle lighting ceremony honoring the five branches of the military service and memorial ceremony to honor those killed or missing in action.

### **ANALYSIS/BACKGROUND:**

On May 6, 2003, the City Council adopted a resolution recognizing United States Armed Forces and holds a special ceremony honoring residents who have served.

The City Council holds a special ceremony honoring Americans serving in the five U.S. Armed Forces.

Army  
Navy  
Marines  
Air Force  
Coast Guard

This event will coincide with Armed Forces Day celebrated nationally on the third Saturday in May.

The City Council will also conduct a special "Candlelight" Ceremony in remembrance of Memorial Day (May 26, 2014) in which we honor all U.S. men and women killed or missing in action in all wars.

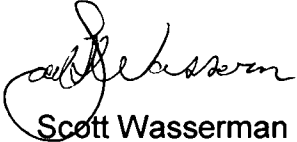
### **RELATIONSHIP TO STRATEGIC GOALS:**

This item is consistent with Council's historic commitment to recognizing the sacrifice of veterans in the City of Commerce.

### **FISCAL IMPACT:**

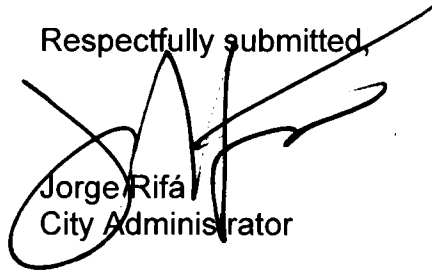
This activity can be carried out without additional impact on the current operating budget.

Recommended by:



Scott Wasserman  
Director of Parks & Recreation

Respectfully submitted,



Jorge Rifá  
City Administrator

Approved as to form:



Eduardo Olivo  
City Attorney



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No.** 2

**FROM:** City Administrator

**SUBJECT:** Presentation of Award Certificates and Prizes - Library Services Department 2014 Children's Bookmark and Essay Contest

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

Present certificates and prizes to the first place winners of the 2014 Children's Bookmark and Essay Contest.

### **ANALYSIS:**

The contest is sponsored by the Commerce Education Commission and the Library. The Commissioners and Library purposely selected an essay contest because they wanted students to put their language art skills into practice. Younger students were given a chance to compete through the design-a-bookmark portion of the contest. The theme for the contest was "If I Could Travel Through Time." Children in kindergarten to third grade entered the bookmark contest, and students in fourth to twelfth grades entered the essay contest. The bookmark contest was divided into two age categories: kindergarten to 1<sup>st</sup> grade, and 2<sup>nd</sup> to 3<sup>rd</sup> grades. The essay contest was divided into three age categories: 4<sup>th</sup> to 5<sup>th</sup> grades, 6<sup>th</sup> to 8<sup>th</sup> grades, and 9<sup>th</sup> to 12<sup>th</sup> grades.

The First Place winners are:

#### **Bookmark Contest: Grades K & 1**

Kendall Jackson - Kindergarten - St. Thomas More School

#### **Bookmark Contest: Grades 2 & 3**

Vivianna Aguayo - 3rd Grade - Suva Elementary School

#### **Essay Contest: Grades 4 & 5**

Emely Ochoa - 5th Grade - Bandini Elementary School

#### **Essay Contest: Grades 6 - 8**

Sydney Garcia - 8th Grade - Montebello Intermediate School

#### **Essay Contest: Grades 9 - 12**

Gabriela Santos - 10th Grade - Bell Gardens High School



Second and third place winners will receive their prizes and awards at special presentations at their schools.

The library collected a total of 464 entries for the Bookmark and Essay Contests this year.

**ALTERNATIVES:**

Receive and file.

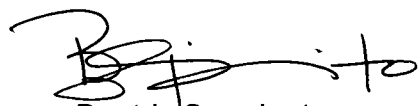
**FISCAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC GOALS:**

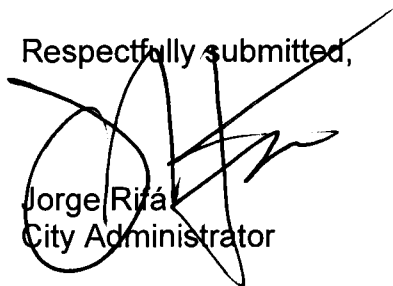
The issue before the Council is applicable to the following Council's strategic goal: "Protect and Enhance Quality of Life in the City of Commerce."

Recommended by:



Beatriz Sarmiento  
Director of Library Services

Respectfully submitted,



Jorge Rifá  
City Administrator



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 3

**FROM:** City Administrator

**SUBJECT:** The Commerce Industrial Council will Present the City of Commerce Public Library with a Donation

**MEETING DATE:** May 20, 2014

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### RECOMMENDATION:

On behalf of the Commerce Industrial Council, Executive Director, Eddie Tafoya will present the City with a donation for the Library collected at the Industrial Council's Women in Business Luncheon.

### ANALYSIS:

At the Industrial Council's Women in Business Luncheon held on Wednesday, April 23, 2014, there was a raffle with donations going to the City of Commerce Public Library. The event and raffle was sponsored by the Commerce Industrial Council. The Library Director was invited to the event and pulled the winning ticket. The Executive Director of the Industrial Council, Mr. Eddie Tafoya, would like to present the City with its donation to the Library.

### FISCAL IMPACT:

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

### RELATIONSHIP TO STRATEGIC GOALS:

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

### ALTERNATIVES:

Receive and file.

Recommended by:

Beatriz Sarmiento  
Director of Library Services

Respectfully submitted,

Jorge Rifa  
City Administrator



## CITY OF COMMERCE AGENDA REPORT

Item No. 4

**TO:** Honorable City Council  
**FROM:** City Administrator  
**SUBJECT:** Presentation on Services Provided by "La Causa Youthbuild"  
**MEETING DATE:** May 20, 2014

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### RECOMMENDATION:

Receive and file the presentation on services provided by "La Causa Youthbuild."

### ANALYSIS:

At the request of Councilmember Denise Robles, a presentation will be made by Sonia Sanchez, Executive Director at "La Causa Youthbuild"; a non-profit organization. Ms. Sanchez will inform the City Council about their services that are available to the community.

### ALTERNATIVES:

1. Receive and file the presentation on services provided by "La Causa Youthbuild."
2. Provide staff with further direction

### FISCAL IMPACT:

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

### RELATIONSHIP TO STRATEGIC GOALS:

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

Recommended by:

Matthew C. Rodriguez  
Director of Safety and Community Services

Respectfully submitted,

Jorge Rifa  
City Administrator

Approved as to form:

Eduardo Olivo, City Attorney



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council  
**FROM:** City Administrator  
**SUBJECT:** PRESENTATION – RELAY FOR LIFE  
**MEETING DATE:** May 20, 2014

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Item No. 5

### RECOMMENDATION:

The City Council will receive the presentation and participate in photo session.

### ANALYSIS/BACKGROUND:

The American Cancer Society would like to thank the City Council for their generous support by hosting the third annual Relay for Life in the City of Commerce. This overnight event was held April 12-13, 2014 at Veterans Memorial Park. A slide show featuring highlights of the event will be presented.

This event "Relay for Life" raises awareness of cancer in the community and raises funds to fight cancer. At Relay for Life, teams of friends, neighbors, families and coworkers commit to keeping at least one member walking the track for a period of 24 hours.

### FISCAL IMPACT:

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

### RELATIONSHIP TO STRATEGIC GOALS:

This agenda item relates to Strategic Goal #2: protecting and enhancing the quality of life for city residents.

Recommended by:

Scott Wasserman  
Director of Parks & Recreation

Respectfully submitted,

Jorge Rifa  
City Administrator

Approved as to form:

A handwritten signature in black ink, appearing to read "Eduardo Olivo". The signature is written in a cursive style with a large initial "E" and a circular flourish at the end.

Eduardo Olivo  
City Attorney

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

**TUESDAY, May 6, 2014 - 6:30 p.m.**

The meeting was called to order on May 6, 2014, at 6:31 p.m., in Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chairperson Baca Del Rio (5). The Salute to the Flag was led by Scott Wasserman, Parks and Recreation Director, followed by an invocation offered by Councilmember Altamirano.

**Staff Present:** Jorge Rifá, City Administrator; Eduardo Olivo, City Attorney; and Lena Shumway, City Clerk.

**APPEARANCES AND PRESENTATIONS**

1. Presentation – 100<sup>th</sup> Birthday for Adalbertha Vidal, City Resident  
City Council presented a commendation to Adalbertha Vidal for celebrating her 100<sup>th</sup> birthday.
2. Tree City U.S.A. 2013 Award and Recognition of the Arbor Day 2014 Poster Contest Winners

Recognition awards were presented to the winners of the Arbor Day 2014 Poster Contest, who were from Bandini Elementary School and Rosewood Park School.

On behalf of the National Arbor Day Foundation, John Baker from the Forestry Division of the Los Angeles County Fire Department, presented the Tree City U.S.A. 2013 Award to the City of Commerce's Tree Services Division of the Public Works and Development Services Department.

3. Presentation -- Recognition of Sonia Bautista – Woman of Distinction Award  
City Council congratulated and presented a certificate to Sonia Bautista for receiving the 2014 Woman of Distinction Award.

**PUBLIC COMMENT**

The following individuals addressed City Council on general matters within Council's jurisdiction: Rossmery Zayarz, Alejandra Lopez, Hugo Lujan, Maya, Laura Lopez, and Javier Hernandez.

May 6, 2014

## CITY COUNCIL/SUCCESSOR AGENCY REPORTS

### Councilmember Robles

- Reported that she attended the Cinco De Mayo celebration, visited the recently opened Dance Studio, attended Congresswoman Royball-Allard's Art Competition, and participated in the dinner honoring the PTA at Montebello Unified School.
- Mentioned the recent Supreme Court decision allowing prayer at City Council meetings, and stated that just because things are done at the local level does not always mean they are right.

### Councilmember Aguilar

- Reported that he attended the Library Volunteer Awards Ceremony, the Easter Egg Hunt at City Park, and Congresswoman Royball-Allard's Art Show.
- Wished everyone a Happy Mother's Day.
- Invited everyone to participate in the upcoming Baby Show and Garden Show on Saturday, May 10, 2014.

### Mayor Pro Tem Leon

- Stated that the Human Services Association recently honored Congresswoman Royball-Allard for her years of service and dedication.
- Reported that she attended Congresswoman Royball-Allard's Art Show and the Cinco de Mayo celebration.
- Wished everyone a Happy Mother's Day.
- Thanked Union Pacific for donating to the Cinco De Mayo celebration.

### Mayor Baca Del Rio

- Reported that she attended the Cinco De Mayo celebration and the Library Volunteer Recognition event at Steven' Steakhouse.
- Wished everyone a Happy Mother's Day.
- Wished Sandra Jimenez, Community Services Commissioner, a Happy Birthday.
- Stated that the community needs to move forward and become the gem of the South East.

## CONSENT CALENDAR

Mayor Pro Tem/Vice Chair Leon moved to approve the Consent Calendar. Councilmember Altamirano seconded the motion, which carried by the following vote:

May 6, 2014

ROLL CALL:

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

**4. Approval of Minutes**

The City Council and Successor Agency approved the minutes of the Concurrent Adjourned Regular Meeting of Tuesday, April 15, 2014, held at 5:00 p.m., and the Concurrent Regular Meeting of Tuesday, April 15, 2014, held at 6:30 p.m.

**5. Approval of Warrant Register Nos. 19A and 19B**

The City Council and Successor Agency approved the bills and claims set forth in Warrant Registers No. 19A, dated May 6, 2014, and 19B for the period of April 16, 2014 to April 30, 2014.

**6. Proclamation – Transportation Week**

The City Council proclaimed the May 11--17, 2014, as National Transportation Week in the City of Commerce.

**7. Proclamation- National Public Works Week**

The City Council proclaimed the week of May 18 – 24, 2014, as National Public Works Week in the City of Commerce.

**8. Request for Proposal for Purchase of Automated Intelligent Transportation System**

The City Council approved a request for proposal for the purchase of an Automated Intelligent Transportation System and the purchase of a wireless WiFi for the System, and authorized the Transportation Department to advertise for proposals and designate Monday, July 7, 2014, at 5:00 p.m., as the bid due date.

**SCHEDULED MATTERS**

**9. Certificates of Insufficiency – Petitions for Recall**

City Attorney Olivo provided a brief overview of the staff report. Mayor Pro Tem Leon moved, seconded by Councilmember Aguilar, to receive and file the Certificates of Insufficiency relating to the separate Petitions for Recall seeking the recall of members of Commerce's City Council, including the Councilmembers Joe Aguilar, Ivan Altamirano, Tina Baca Del Rio, and Lilia R. Leon. The motion carried by the following vote:



May 6, 2014

ROLL CALL:

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

Mayor Baca Del Rio stated that City Council will pursue actions against the recall proponents for forging signatures on the petitions. In response to Mayor Baca Del Rio's question as to what possible avenues Council has for recourse against those responsible, City Attorney Olivo replied that the City will follow the process, which will take several months. In response to Mayor Pro Tem Leon's question regarding the financial expenditures of the recall campaign, City Attorney Olivo stated that it would take time to find out about any recall committees, how any committee might have been set up, and any associated financial expenditures. Councilmember Altamirano requested that staff provide a breakdown of how much the recall process has already cost the City.

**10. Report on Placement of "No Idling" Signs in Designated Areas of the City of Commerce**

City Planner Marquez provided a brief overview of the staff report. Chairman Logan, of the Environmental Justice Advisory Task Force, provided a presentation and recommended the adoption of the "No Idling" Ordinance, and to initiate the process of posting signs in the City's hotspot areas. John Quinones stated that he conducted research in the City, thereby counting the number of idling trucks, and concluded that there were a lot of trucks polluting the area. Chairman Logan stated that the State will provide the necessary signs and resources to the City, and he recommended that City Council authorize the installation of the signs and develop a strategy for community outreach. Discussion followed. Mayor Pro Tem Leon moved, seconded by Councilmember Robles, to receive and file the report regarding the placement of "No Idling" signs, for staff to conduct an outreach campaign with local businesses and truckers regarding the subject matter, to initiate the installation of signs, and to bring back the proposed "No Idling" Ordinance in four to six months. The motion carried by the following vote:

ROLL CALL:

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

### **11. Recreational Sports Fee Waiver for Bristow Park Teams**

Assistant Parks and Recreation Director Lipton stated that in order to increase participation in the recreational sports programs at Bristow Park, the Parks and Recreation Department initiated a fee waiver for all City of Commerce residents who choose to play at Bristow Park for the 2014 Baseball/Softball season. According to Director Lipton, the outreach effort did not increase participation. Discussion ensued. Councilmember Altamirano moved, seconded by Mayor Pro Tem Leon, to approve the current fee waiver process for the remainder of the calendar year for City of Commerce residents who register for youth sports at Bristow Park. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

### **12. Analysis of the “PLUS” Resident Activity Card**

Parks and Recreation Director Wasserman provided a brief overview of the staff report. Mayor Baca Del Rio stated that she wanted this update, and also wanted this report to serve as another way of informing residents about the resident activity card, and the accessibility it provides to the Parks and Recreation Department’s programs. Discussion ensued. There was a consensus among City Council that another update will be provided in several months.

### **13. Facility Meeting Room Rental Policy**

Joanna Flores, Community Services Commissioner and resident, stated that the gathering/training that the National Women’s Political Caucus of California held on March 29, 2014, at the Rosewood Park, qualifies as a party, and she was opposed to the suspension of renting meeting rooms for a six month period.

City Administrator Rifa provided a brief overview of the staff report. Mayor Baca Del Rio read the letter addressed to Ms. Kilby, of the National Women’s Political Caucus of California, regarding the training event that took place in the Rosewood Community Center, and the subsequent violation of the City’s Facility Rental Policy. Discussion ensued. Parks and Recreation Director Wasserman confirmed that during a phone call following the alleged violation, Ms. Flores admitted that she was not truthful on the application she submitted to rent the facility.

May 6, 2014

Mayor Baca Del Rio directed staff to come back at the next City Council meeting with revisions to City's Facility Rental Policy.

**14. Approval and Issuance of Request for Qualifications (RFQ) for Consultant Services**

Public Works and Development Services Director Babaki provided a brief overview of the staff report. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to authorize staff to issue a Request for Qualifications (RFQ) for Consultant Services in order to develop an on-call list of qualified consultants for various Capital Improvement Projects and Programs (CIP). The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

**15. Report on City's Accomplishments**

Assistant City Administrator Mendoza provided a presentation listing the City of Commerce's accomplishments for last three years. Mayor Baca Del Rio recommended including the majority of the presentation in the Report to People, and thanked everyone for their hard work.

**RESOLUTIONS**

**16. Resolution #14-35 of the City Council Approving a Services Agreement with PCR Services Corporation to Conduct Review of the Environmental Analysis for the Proposed Project Known as Specific Plan No. 13-01 (COMMERCIAL RETAIL CENTER PROJECT) at the Southwest Corner of Atlantic Boulevard and Washington Boulevard**

City Planner Marquez provided a brief overview of the staff report. Mayor Pro Tem Leon moved, seconded by Councilmember Aguilar, to adopt Resolution #14-35 approving a Services Agreement with PCR Services Corporation to conduct a review of the Environmental Analysis for the proposed Project known as Specific Plan No. 13-01 (COMMERCIAL RETAIL CENTER PROJECT) at the Southwest Corner of Atlantic Boulevard and Washington Boulevard. The motion carried by the following vote:

ROLL CALL:

May 6, 2014

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

**17. Resolution #14-36 of the City Council, Approving an Agreement Between the City of Commerce and Transtech Engineers, Inc. for Contract Permit Technician**

Public Works and Development Service Director Babaki provided a brief overview of the staff report and recommended approval of an Agreement with Transtech Engineers, Inc., for a Contract Permit Technician for 25 hours a week. Councilmember Aguilar moved, seconded by Councilmember Altamirano, to adopt Resolution #14-36 approving an Agreement between the City of Commerce and Transtech Engineers, Inc., for a Contract Permit Technician. The motion carried by the following vote:

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

**18. Resolution #14-34 of the City Council, Approving a Services Agreement with Blodgett Baylosis Environmental Planning to Conduct and Complete the Environmental Analysis and Documentation for the Proposed Digital Billboard Ordinance**

City Planner Marquez provided a brief overview of the staff report. Councilmember Aguilar moved, seconded by Councilmember Altamirano, to adopt Resolution #14-34 approving a Services Agreement with Blodgett Baylosis Environmental Planning to conduct and complete the Environmental Analysis and Documentation for the proposed Digital Billboard Ordinance. The motion carried by the following vote:

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

May 6, 2014

**19. Legislative - Oral Report – Assembly Bill (AB) 2189 Related to Water Replenishment Districts: Replenishment Assessment (Senator Garcia)**

Assistant City Administrator Mendoza stated that the letter of support for Assembly Bill 2189 was forwarded to Senator Garcia on April 15, 2014, and noted that the lobbyist in Sacramento informed the City that the bill had passed the committee. City Administrator Rifa commented that staff will be updating City Council on any changes to AB 2189.

**ADJOURNMENT**

City Council adjourned to Tuesday, May 13, 2014, at 5:00 p.m., in the Community Services Conference Room, and the Successor Agency adjourned to Tuesday, May 20, 2014, at 5:00 p.m., in the City Council Chambers.

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Lena Shumway  
City Clerk, CMC

**MINUTES OF THE CONCURRENT ADJOURNED MEETINGS  
OF THE CITY COUNCIL OF THE CITY OF COMMERCE and GOVERNING BODY OF THE  
SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION**

**Tuesday, May 6, 2014**

Mayor/Chairperson Aguilar called the Special meeting of the City Council/Successor Agency to order on May 6, 2014, at 5:15 p.m. in the City Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Altamirano, Robles, Mayor Pro Tem/Vice Chairperson Leon, and Mayor/Chairperson Baca Del Rio. **Absent:** Councilmember/Board Member Aguilar

**PUBLIC COMMENT**

There were no individuals wishing to address the City Council on closed session items.

**CLOSED SESSION**

City Council/Successor Agency recessed to Closed Session at 5:01 p.m. for the following matters:

1. Pursuant to Government Code §54956.8, the **City Council** will confer with its real property negotiator Jorge Rifá, with respect to real estate negotiations with Insul-Therm International Inc., which is located at approximately 6645 E. 26<sup>th</sup> Street, Commerce, California.
2. Pursuant to Government Code §54956.9(b), the **City Council** will confer with its legal counsel, and take the appropriate action with respect to, significant exposure to litigation in four potential cases.

**THE CITY COUNCIL RECONVENED TO OPEN SESSION at 6: 40 p.m.**

**ORAL CLOSED SESSION ANNOUNCEMENT**

City Attorney Olivo reported that there were no reportable action taken on items # 1 and #2.

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 6:41 p.m.

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Lena Shumway  
City Clerk, CMC

**MINUTES OF THE CONCURRENT SPECIAL MEETINGS  
OF THE CITY COUNCIL OF THE CITY OF COMMERCE and GOVERNING BODY OF THE  
SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION**

**Tuesday, April 29, 2014**

Mayor/Chairperson Aguilar called the Concurrent Special meetings of the City Council/Successor Agency to order on April 29, 2014, at 5:06 p.m. in the City Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Member Aguilar, Mayor Pro Tem/Vice Chairperson Leon, and Mayor/Chairperson Baca Del Rio. **Absent:** Councilmember/Board Members Altamirano and Robles.

**PUBLIC COMMENT**

There were no individuals wishing to address the City Council on closed session items.

**SCHEDULED MATTERS**

**1. Presentation and Review of Proposed 2014/2015 Fiscal Year Budget**

The City Council and Successor Agency received a power point presentation from Finance Director Domic of the proposed fiscal year budget for 2014/2015. Discussion ensued. Mayor Pro Tem Leon moved, Councilmember Aguilar seconded the motion to allocate \$40,000 for Property Appraisals, FLSA Audit, Automated Recruitment Solution for the Human Resources Department. Motion carried by the following roll call vote:

**ROLL CALL:**

**AYES:** Councilmembers/Board Member Aguilar, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (3)  
**NOES:** None (0)  
**ABSTAIN:** None (0)  
**ABSENT:** Councilmembers Altamirano and Robles (2)

It was a consensus of the Council that a photographer attend all future Council-attended events to include all Queen and Court Council-attended events and that the photo's be made available in the Council drop-box for viewing access. Certain events may be determined at the time of scheduling if a photographer is necessary.

It was a consensus of the Council that a City Council meeting is scheduled to discuss the planning for the City of Commerce 55<sup>th</sup> Anniversary, which is January 28, 2015.

Mayor Pro Tem Leon moved, Councilmember Aguilar seconded the motion to allocate \$28,600 for the maintenance cost to implement the Granicus solution. Motion carried by the following roll call vote:

**ROLL CALL:**

**AYES:** Councilmembers/Board Member Aguilar, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (3)

**NOES:** None (0)

**ABSTAIN:** None (0)

**ABSENT:** Councilmembers Altamirano and Robles (2)

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 6:08 p.m.

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Victoria M. Alexander  
Deputy City Clerk





## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 8

**FROM:** City Administrator

**SUBJECT:** A Proclamation Proclaiming May 2014 as "CalFresh Awareness Month"

**MEETING DATE:** MAY 20, 2014

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### **RECOMMENDATION:**

City Staff recommends that the City Council approve a Proclamation proclaiming May 2014 as "CalFresh Awareness Month" in the City of Commerce.

### **ANALYSIS:**

*CalFresh* is the new name for the federally-funded supplemental nutrition food benefit, formerly known in California as the "Food Stamps Program." One of the Los Angeles County's highest priorities is to reduce food insecurity and encourage healthy choices by increasing access and participation in the program. The program is administered by the Department of Public Social Services (DPSS). In California, the monthly CalFresh benefit is transferred to the participant's Electronic Benefit Transfer or (EBT) card.

The purpose of the CalFresh Program is to promote and safeguard the health and well being of low-income households by raising their levels of nutrition and increasing their food purchasing power. The amount of CalFresh benefits depends on the household size and income. Households with less income will be eligible for more benefits. Those in need of assistance can apply on-line or in person at any DPSS District office or at contracted partner sites.

Many local residents are still financially impacted by the recent "Great Recession" and many in need of immediate food assistance may be unaware of the CalFresh Program. It is important to inform residents of this benefit.

The City Council is supportive of programs that benefit the health and well-being of the community. The City Council will join the DPSS and its 40 community partners in this education and outreach effort by proclaiming the month of May as "CalFresh Awareness Month" in the City of Commerce.

**ALTERNATIVES:**

1. Proclaim CalFresh Awareness Month; or
2. Provide staff with further direction

**FISCAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC GOALS:**

This matter is applicable to the following 2012 Strategic Goal: "Protect and Enhance the Quality of Life in the City of Commerce."

Recommended by:



Matthew C. Rodriguez  
Director of Safety & Community Services

Respectfully submitted,



Jorge J. Rifá  
City Administrator

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENT:**

1. Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF COMMERCE  
PROCLAIMING THE MONTH OF MAY 2014 AS "CALFRESH AWARENESS  
MONTH"

WHEREAS, many residents are still financially impacted by the recent "Great Recession." Los Angeles County experienced some of the highest unemployment rates in the nation. Unfortunately, many in need of immediate food assistance are unaware that they may qualify for CalFresh, the federally-funded supplemental nutrition food benefit formerly known in California as the Food Stamps Program.

WHEREAS, one of the highest priorities of the Los Angeles county Department of Public Social Services (DPSS) is to reduce food insecurity in the nation's largest county and encourage healthy food choices.

WHEREAS, in the County of Los Angeles, only 59 percent of those eligible are receiving CalFresh food assistance, even though a record high of 1,179,471 individuals received the benefit in January this year.

WHEREAS, in May 2011, DPSS collaborated with various government agencies, community and faith-based organizations, food banks, schools, and supermarkets, to successfully implement the first comprehensive month-long CalFresh Awareness campaign to educate residents about the CalFresh Program and remove many of the barriers that were discouraging eligible families and individuals from applying.

WHEREAS, the department has since enlisted the help of the Department of Public Health, local schools districts, supermarket chains and farmer's markets and food banks in sharing the valuable information about nutrition education and the long-term benefits of exercising.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Commerce does hereby proclaim the month of May 2014, as "CalFresh Awareness Month", and urges families in need of food assistance to apply for benefits under the CalFresh Program.

\_\_\_\_\_  
Tina Baca Del Rio  
Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

Item No. 9

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING REVISIONS TO THE CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL BY REVISING THE CITY'S OVERTIME POLICY

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

Staff is recommending the City Council adopt the revised Policy on Overtime Compensation for Non-Exempt Employees; authorize the City Administrator and the Director of Human Resources to execute the new policy.

### **ANALYSIS:**

The City of Commerce established a policy in March 2011 providing uniform guidelines for the granting of compensation for overtime worked by non-exempt employees. The Joint/Labor Management Committee addressed the concern raised by staff regarding compensation for employees, specifically from Parks & Recreation Department, who may be assigned to work during overnight excursions. After several discussions and consultations with the City's legal counsel, the members of the Committee agreed to the following language to be added to the section titled "Call Time" under Item 1. Stand-by Pay:

"Full-time and part-time employees will be provided two (2) hours of stand-by pay when assigned to work during overnight excursions and required to stay within the premises of the designated location."

The proposed revision is consistent with the regulations in the Fair Labor Standards Act.

### **ALTERNATIVES:**

1. Provide staff with further direction.
2. Approve the revised language.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC GOALS:**

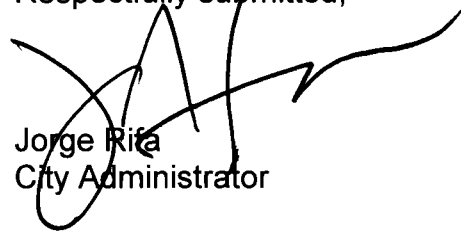
This item is not related to a specific 2012 Strategic goal.

Recommended by:



Michael A. Casalou  
Director of Human Resources

Respectfully submitted,



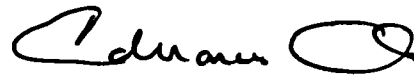
Jorge Rifa  
City Administrator

Reviewed by:



Vilko Domic  
Finance Director

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Policy on Overtime Compensation for Non-Exempt Employees



Approved:

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

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

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

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*Number: II-6 Effective Date: 05/2014*

**SUBJECT: OVERTIME COMPENSATION FOR NON-EXEMPT EMPLOYEES**

**PURPOSE:**

To establish uniform guidelines for the granting of compensation for overtime worked by non-exempt employees.

**POLICY:**

It shall be the duty of all department heads to operate their respective departments with a minimum amount of overtime. If the best interests of the City require that an employee work beyond the regular number of hours of work scheduled, such employee shall be compensated as described below.

While overtime should be attempted to be distributed equally amongst all employees in a given classification, the department head retains discretion to assign such overtime.

Except for emergency situations requiring the immediate performance of work beyond regularly scheduled hours, all overtime work must be approved in advance by the department head. An employee who wishes to begin or end work at a different time must obtain written approval from his or her department head prior to working the different additional time.

If an employee works on his/her regular day off, the employee will receive paid compensation or receive compensatory time, with advanced approval from the department head before working the overtime. In certain circumstances, an employee's regular day off may be rescheduled to another day off in the same pay period with a mutual agreement between the employee and his/her supervisor.

For full-time employees, holidays (including flex holidays and birthdays) not actually worked do count as time worked for the purpose of computing overtime. All other paid leave does not count as time worked for the purpose of computing overtime for full-time employees.

Departments are responsible for the maintenance of appropriate records concerning overtime and the proper preparation of time cards to report overtime compensation.

**A. Positions Exempt from Overtime:**

For purposes of overtime compensation, positions designated as exempt under the provisions of the Fair Labor Standards Act (FLSA), and pursuant to the FLSA will not be eligible for overtime compensation or compensatory time.

**B. Over-time Compensation for Non-Exempt Employees**

For purposes of overtime compensation, all full and part-time employees who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) shall be paid at one and one-half (1 ½) for all productive time worked over forty hours in a single workweek, except where the standard workweek has been altered by designation of the City Council, i.e.; 9/80 schedule. In such cases, overtime shall be paid in keeping with the requirements of the Fair Labor Standards Act.

The Department Head may reschedule the workweek of employees in positions not exempt from the FLSA to allow credit for productive hours actually worked on one day (excluding meal periods) towards the regular paid workweek hours schedule. For example, if an employee works twelve (12) hours on one day, the entire 12 hours will be recorded on the time card as paid worked time. In this example, the department may schedule the employee to work only half day on one of the other scheduled workdays in the workweek, as long as the employee's hours for the workweek do not fall below the minimum paid work hours scheduled.

1. 9/80 Work Schedule – For full-time employees under the 9/80 schedule, overtime is not given at time and a half unless the employee actually works in excess of eighty (80) productive hours (including paid breaks) in a two week pay period.

With a mutual agreement between an employee and his/her supervisor, an employee's regular 9/80 day off may be rescheduled to another day off in the same pay period.

2. 5/40 Work Schedule - For full-time employees under the 5/40 hour work week overtime is not given at time and a half unless the employee actually works in excess of forty (40) productive hours (including paid breaks) in a single workweek.
3. 4/10 Work Schedule - For full-time employees under the 4/10 hour work week, overtime is not given at time and a half unless the employee actually works in excess of forty (40) productive hours (including paid breaks) in a single workweek.
4. Holiday Schedule – If a full-time employee works on a City recognized holiday as approved by City Council, the employee shall receive eight (8) hours of holiday pay for 5/40 work schedule; ten (10) hours of holiday pay for 4/10 work schedule; or 9 hours of holiday for 9/80 work schedule (unless the regular workday is less than the 9 hours) in addition to the hours worked for the purpose of productive time for computing overtime.

C. **Double Time**

Except for Camp Commerce employees, double time is paid for hours worked over twelve productive hours (including paid breaks) in a single day or for hours worked on the seventh consecutive day of work in the seven day workweek. Part-time employees are paid double time on the seventh consecutive day of work in the seven day workweek regardless of hours worked.

D. **Compensatory Time**

In lieu of cash payment, an employee may request compensatory time off for overtime worked, subject to approval of the department head. Accrual of compensatory time off shall be limited at any point in time to 240 hours of compensatory time which is determined by multiplying the number of hours of overtime worked by the appropriate factor of 1 ½ or 2. Compensatory time accrued in excess of 240 hours shall be paid.

E. **Separation**

A person who separates employment, takes an unpaid leave of absence, retires, or has not been compensated overtime, shall be paid for such overtime upon termination of employment, un-paid leave of absence, retirement, or layoff. In the case of an employee whose service to the City is terminated by death, such payment shall be made to the person entitled thereto.

F. **Call Time** – Call time shall be that period of time other than regularly scheduled working time, when an employee at the direction of the department is on standby duty, is required to remain in the immediate area, and is available to receive and respond to calls for emergency service. In the event an employee is called back or on stand-by the compensation of said hours shall be as follows:

1. **Stand-by Pay** – Full time and part-time employees who are assigned to “stand-by” with Department Head approval will be provided a pager/radio or cell phone and must report to the designated location within one (1) hour from the time paged. Employees will be provided two (2) hours of Stand-by pay for each day the employee is assigned to stand-by-status. Full-time and part-time employees will be provided two (2) hours of stand-by pay when assigned to work during overnight excursions and required to stay within the premises of the designated location. If the two (2) hours Stand-by pay is over the 40 productive hour workweek or 80 productive hour workweek for 9/80 schedule, the two (2) hours will be paid at time and a half.
2. **Emergency Call Backs** - Full-time employees and part-time employees who are “called back” to work due to emergencies and security call-outs, will be given credit for a minimum of two (2) hours even if the employee worked less time. If the hours worked is over the forty (40) productive hour workweek or 80 productive workweek for 9/80 schedule, the actual time worked will be paid at time and a half and the rest will be paid at straight time. If the employee works over the two



hour minimum, the actual time worked will be paid at time and a half.

- 3. Emergency Premium Pay – Full-time, part-time and temporary employees will be compensated at time and a half (1 ½) for all time worked beyond their regular work schedule in a day due to a state of emergency being declared by either the City Council or City Administrator. These employees will still be compensated at the double time rate when other policies apply.

**PROCEDURE:**

<b>Responsibility</b>	<b>Action</b>
Employee	<ul style="list-style-type: none"><li>1. Employee must receive approval in advance by the Department Head prior to working overtime.</li><li>2. May request compensatory time off for overtime worked, subject to approval of the department head.</li></ul>
Department Head	<ul style="list-style-type: none"><li>3. Department Head may approve requests for overtime pay or compensatory time off.</li><li>4. Shall be responsible for the maintenance and proper preparation of time cards concerning compensatory time.</li></ul>

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING REVISIONS TO THE OVERTIME COMPENSATION FOR NON-EXEMPT  
EMPLOYEES POLICY (II-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, as part of the Joint Labor/Management Committee, worked on the revisions to this policy; and

WHEREAS, the changes made to the policy are consistent with the regulations outlined in the Fair Labor Standards Act; and

WHEREAS, City staff recommends that the City Council approve and adopt the revised Overtime Compensation For Non-Exempt Employees Policy (II-6);

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

Section 1. The revised Overtime Compensation For Non-Exempt Employees Policy (II-6) is hereby approved and adopted.

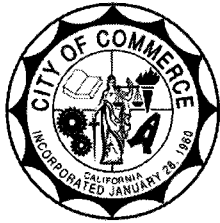
Section 2. The City Administrator and the Director of Human Resources are hereby authorized to execute the revised Personnel Policies and Procedures for and on behalf of the City of Commerce.

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

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 10

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, RATIFYING THE ASSIGNMENT OF PERSONNEL INVESTIGATIVE SERVICES TO SUSAN M. WOOLLEY PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE RETAINER AGREEMENT APPROVED BY THE CITY ON OCTOBER 1, 2013

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

Approve the Resolution which will ratify a retainer agreement with Susan M. Woolley for personnel investigation matters

### **ANALYSIS:**

On October 1, 2013, the City Council approved an agreement with Susan Woolley regarding the investigation of certain complaints. Ms. Woolley specializes in personnel investigations and is qualified to handle various personnel investigations. Her resume indicates that she has investigated numerous allegations of employee wrongdoing for public organizations.

The City of Commerce recently had an immediate need for personnel investigative services concerning several personnel matters. The City Attorney contacted Ms. Woolley regarding such matters, who agreed to provide such services pursuant to the same terms and conditions set forth in her previous agreement; at the rate of \$250.00 per hour. [A copy of her agreement is attached.] After consultation with the City Attorney, the City Administrator authorized Ms. Woolley to proceed with the assignments. Ms. Woolley billed the City \$10,450 for one investigation and anticipates billing the City \$3,750 to complete a second investigation. The City Attorney has advised that Ms. Woolley's assignments must be approved and ratified by the City Council.

**FISCAL IMPACT:**

Ms. Woolley's services to complete one investigation have cost the City a total of \$10,450. The anticipated cost for Ms. Woolley to complete the second investigation is \$3,750. The total cost of Ms. Woolley's services will not exceed \$15,000. As funds were not budgeted for these services, the City Council will need to appropriate \$15,000 from the General Fund reserves fund balance (10-29900) to Legal Services - Other Legal Services (10-1050-53030) to support the services provided.

Recommended by,



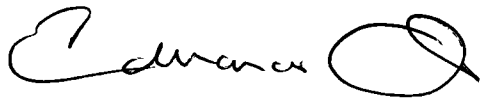
Jorge Rifa  
City Administrator

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, RATIFYING THE ASSIGNMENT OF PERSONNEL INVESTIGATIVE SERVICES TO SUSAN M. WOOLLEY PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE RETAINER AGREEMENT APPROVED BY THE CITY ON OCTOBER 1, 2013

WHEREAS, on October 1, 2013, the City Council approved an agreement with Susan Woolley regarding the investigation of certain complaints. Ms. Woolley specializes in personnel investigations and is qualified to handle various personnel investigations. Her resume indicates that she has investigated numerous allegations of employee wrongdoing for public organizations; and

WHEREAS, the City of Commerce recently had an immediate need for personnel investigative services concerning several personnel matters. The City Attorney contacted Ms. Woolley regarding such matters, who agreed to provide such services pursuant to the same terms and conditions set forth in her previous agreement; and

WHEREAS, after consultation with the City Attorney, the City Administrator authorized Ms. Woolley to proceed with the assignments; and

WHEREAS, the City Attorney has advised that Ms. Woolley's assignments must be approved and ratified by the City Council.

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

Section 1. The Assignment of Personnel Investigative Services for Susan M. Woolley is hereby approved and ratified.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

**Susan M. Woolley**  
**Attorney**  
35 N. Lake Avenue, Suite 960  
Pasadena, California 91101  
susan.woolley@sbcglobal.net  
Telephone (626)449-4529

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September 26, 2013

[REDACTED]

Mike Casalou  
Director of Human Resources  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

Via email (mikec@ci.commerce.ca.us)

Dear Mike,

Thank you for contacting me to perform an independent workplace investigation. As we discussed, this letter sets forth the terms of my retention. This agreement is made between me (Woolley) and the City of Commerce (Client). We agree as follows:

- 1. Scope of Work.** Client retains Woolley to conduct an investigation of a personnel matter. Client retains Woolley in her capacity as an attorney to use her legal skill, training and expertise to conduct impartial fact-finding. Woolley will provide Client a written report of her investigation.
- 2. Client Cooperation.** Client agrees to make available the witnesses, documents, and other materials reasonably requested by Woolley to permit her to perform this investigation. Client agrees to promptly provide access to witnesses and materials to Woolley so long as Client is not otherwise prohibited from providing them.
- 3. Contact.** Mike Casalou, Director of Human Resources and/or Eduardo Olivo, City Attorney, will serve as the point of contact for Woolley. All privileges shall apply to the work performed by Woolley.

**4. Fees for Services.** For all services rendered, Client will pay Woolley an hourly rate of \$250 billed in 1/10 hour increments. Travel costs will be billed at the same rate and will be calculated from door to door. Payment is not contingent on any particular findings by the investigator or outcome of the investigation.

**5. Payment Terms.** Woolley shall present invoices monthly or as otherwise requested by the client. Each invoice is due and payable upon receipt but in no event is payment to be made later than 45 days from presentation of the invoice. Woolley reserves the right to charge a late fee of 1% per month on all sums that are not paid within 45 days of the invoice date. Any errors or disputed charges will be brought to Woolley's attention within ten days of receipt.

**6. Additional Expenses.** Client agrees to reimburse Woolley for all of her out of pocket expenses reasonably incurred in performance of this Agreement, including expenses related to mailing, parking, copying and overnight delivery charges.

**7. Post Investigation Services.** This agreement covers only the investigation and report to Client. If post-investigation services are required, those will be billed at Woolley's rate of \$250 per hour. Post-investigation services could include, but not be limited to, consultation with Client, presentations to the Client or responding to discovery requests. Attendance at deposition or any hearings and preparation for such testimony would be billed separately at a rate to be agreed on, but in no event would that rate be lower than \$250 per hour.

**8. Confidentiality.** The parties understand that Woolley will not disclose to anyone any facts relating to the investigation except: (1) to lawyers employed by Client and to anyone designated by Client; (2) to others involved in the investigation, but then only to the extent necessary to conduct the investigation; and (3) to others as provided by law.

**9. Indemnity and Hold Harmless.** Client agrees to indemnify and hold harmless Woolley for any claims, damages, or complaints against her arising out of her performance under this agreement. This provision is not intended to apply to any malpractice brought by Client against Woolley.

**10. Termination.** Client may terminate this Agreement at any time upon written notice of ten business days to Woolley. In the event of termination, Woolley agrees to stop all work on or before the effective date of such notice. In the event of termination or cancellation without cause, due to no fault of Woolley's, Woolley shall be paid for work done in accordance with the terms of this Agreement. If Client terminates Woolley's services for cause, Woolley shall be paid for all work satisfactorily performed prior to the effective date of termination.

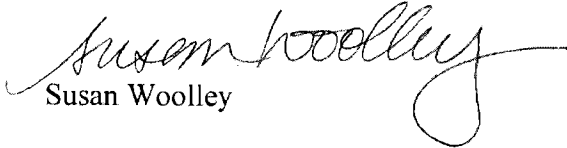
11. **Severability.** If any provision of this Agreement is deemed unenforceable, the remaining provisions shall be given full force and effect.
12. **Governing Law.** This Agreement will be governed by the laws of California, including California law regarding choice of law.
13. **Counterparts.** The Agreement may be signed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together constitute one and the same Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matters set forth herein.
15. **Notice.** Any notice required under this Agreement shall be hand delivered or sent via certified mail, return receipt requested to the parties designated below:

Mike Casalou  
Director of Human Resources  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

Susan Woolley, Esq.  
35 N. Lake Avenue, Suite 960  
Pasadena, CA 91101

If these terms are acceptable, please sign and date below and return a copy of this letter to me. My signature here constitutes my agreement. Thank you again for the opportunity to work with you.

Sincerely

  
Susan Woolley

I am authorized to and agree to the foregoing:

---

Joe Aguilar, Mayor





## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 11

**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 RICK LARSON, DBA WOLD AMUSEMENTS FOR CARNIVAL SERVICES FOR THE 4<sup>TH</sup> OF JULY CELEBRATION AT ROSEWOOD PARK

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

Approve the Resolution and assign the number next in order.

### **ANALYSIS/BACKGROUND:**

The City of Commerce (the "City") is planning on hosting a carnival during the City's annual Independence Day Celebration. The City has previously used the services of Rick Larson, dba Wold Amusements. The proposed services agreement (the "Agreement") requires that Wold Amusements operate a carnival for a period of three days at Rosewood Park located at 5600 Harbor Street, Commerce, California that will commence on July 4, 2014 through Sunday, July 6, 2014. The Agreement further provides that the City will provide a location available for Contractor at Rosewood Park on June 30, 2014. Wold Amusements will agree to remove all equipment and vacate the premises by July 9, 2014. The Agreement requires that Wold Amusements 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. Section 3 of the Agreement provides that Wold Amusements shall pay the City by July 9, 2014.

The previous carnival with Wold Amusements was successful and enjoyed by the community. Therefore, Staff proposes that the City Council approve the agreement with Wold Amusements for the City's annual 4<sup>th</sup> of July celebration.

### **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 live, work and play in the community.

Recommended by:

  
Scott Wasserman  
Director of Parks & Recreation

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Fiscal Impact Reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney

Attachments:

1. Resolution
2. Contracts

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

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

WHEREAS, the City of Commerce (the "City") will host a carnival during the City's annual Independence Day Celebration; and

WHEREAS, the previous carnival hosted by the City have was very successful and enjoyed by the community; and

WHEREAS, Rick Larson, dba Wold Amusements is able to provide the services required for the City's carnival.

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

Section 1. The Services Agreement between the City of Commerce and Rick Larson, dba Wold Amusements is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

**THIS AGREEMENT** (the "Agreement") dated as of May \_\_\_\_\_, 2014 (the "Effective Date") is made by and between Wold Amusements, Inc., dba American Traveling Shows ("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, 2014.

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, 2014 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, 2014. 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, 2014 through July 12, 2014. 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, 2014.

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 or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by 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  
Wold Amusements  
P.O. Box 49  
Hanford, CA 93232

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: May \_\_, 2014

By: \_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway, City Clerk

CONTRACTOR

DATED: May \_\_, 2014

By: Rick Larson  
Name: Rick Larson Wold Amusements

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 three days commencing on Friday, July 4, 2014 through Sunday, July 6, 2014

2. Hours of Operation

Hours of operation for the Carnival:

Friday	July 4, 2014	12:00 p.m. - 11:00 p.m.*
Saturday	July 5, 2014	12:00 p.m. - 11:00 p.m.*
Sunday	July 6, 2014	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, 2014.

4. Vacation of Premises

Contractor hereby agrees to remove all equipment and vacate premises by 5:00 p.m. on July 9, 2014. 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 6, 2014.

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 13, 2014.
- 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, 2014. 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 forty (40) coupons shall be priced at thirty (\$30) and twenty-four (24) coupons shall be priced at twenty dollars (\$20). 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 \$18.00 presale (by City) and no more than \$25.00 (sold by Carnival) starting July 4, 2014 @ 12:00 p.m. Presale wristbands will be honored on July 4, 2014. On-site wristbands will not be sold on July 4, 2014.

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 6, 2014.

7. Box Office, Tickets and Ticket Sellers

Contractor will provide and deliver to the premises, at its own expense, two tickets 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, 2014. Contractor shall submit a one thousand dollar (\$1,000.00) refundable damage deposit to City by June 16, 2014. 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.



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 12

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE PURCHASE OF ONE COMPRESSED NATURAL GAS BUS FROM A-Z BUS SALES, INC.

**MEETING DATE:** May 20, 2014

---

### **RECOMMENDATION:**

Approve the purchase of one (1) compressed natural gas (CNG) powered bus to operate the Metrolink 26<sup>th</sup> Street commuter shuttle service.

### **ANALYSIS:**

In August 2013, the City of Commerce began operation of a weekday shuttle service between the 26<sup>th</sup> Street Metrolink Station and various destinations in Commerce. This new service allows individuals using the Metrolink Orange County line to access Commerce employment sites and destinations such as the Citadel and Commerce Casino. The service has been very successful with 35-50 passengers using this service daily.

Since the start of service, the City has been using existing equipment to operate this service. Staff is proposing to purchase one CNG-powered bus to lessen the demand on the City's transit fleet. The City is proposing to purchase one (1) CNG-powered Glaval bus to operate the Metrolink 26<sup>th</sup> Street service. The City has been operating similar model buses through the Medi-Ride service for the past two years and they have been very reliable and efficient.

The bus would be purchased from A-Z Bus Sales, Inc. through the California Association for Coordinated Transportation (CalACT) Vehicle Purchasing Cooperative ("Cooperative"). This purchasing method allows the City to purchase vehicles without the time and expense of going out to bid. The Cooperative complies with all Federal and State procurement regulations.

### **ALTERNATIVES:**

1. Approve the Resolution for the purchase of one CNG bus.
2. Provide staff with further direction.

**FISCAL IMPACT:**

The proposed activity can be paid for out of the approved Federal and State funding allocations shown below:

FTA Grant (CA-03-0593)	\$174,300
Prop 1B Transit Capital	35,700
<b>TOTAL FUNDING</b>	<b>\$210,000</b>

**Project Cost Estimates:**

A-Z Bus Sales (Quote attached)	\$196,785
Contingency	13,215
<b>TOTAL EXPENSES</b>	<b>\$210,000</b>

Combined with all other reasonable known, planned and approved expenditures, the proposed project can be absorbed without having an additional impact to Fiscal Year 2014-15 operating budget. The City has received pre-award authority from the FTA, which authorized the City to start the procurement process.

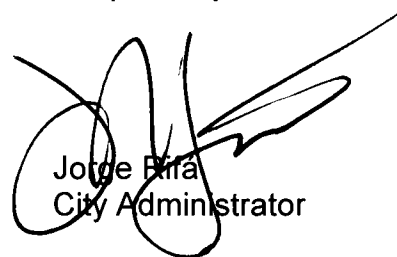
**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item relates to the 2012 strategic planning goals: “review and update services and activities to increase efficiency,” as the purchase of a CNG bus will produce less emissions within the City and improve the City’s spare ratio by increasing the number of buses available for service.

Recommended by:

  
Claude McFerguson  
Director of Transportation

Respectfully submitted,

  
Jorge Pina  
City Administrator

Reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney

ATTACHMENT: Price Quote from A-Z Bus Sales, Inc.

A-Z Bus Sales  
 1900 S. Riverside Ave.  
 P.O. Box 700  
 Colton, CA 92324  
 Phone: (951) 781 7188  
 Fax: (951) 300-1052



Date 11/20/2013

Attention: Greg Guzman (323) 887-4419  
 Customer: City of Commerce  
 Street: 5555 Jillson Street  
 City/Zip: Commerce, CA 90040

Year	2014	Stock or Order?	Ordered
Color	White	Sales Person	Brian Hunt
Body	Glaval	Seating	24 fixed, 2 in fold
Chassis	F550	Wheel Chair Lift	Yes Ricon 34"

**2014 CNG Glaval Entourage 32.5' Bus**      **Quantity**      **1**      **\$79,645 Ea.**      **\$**      **79,645.00**

Options		Each	Extend		
Freedman Folding Seat	2	\$ 975	\$ 1,950	\$	1,950
Reclining Seats, per passenger	24	\$ 55	\$ 1,320	\$	1,320
Roof Vent	1	\$ 375	\$ 375	\$	375
Credit for Seat Delete	2	\$ (125)	\$ (250)	\$	(250)
Removable Fuel Access plate (gas)	1	\$ 150	\$ 150	\$	150
Locking fuel filler door (gas)	1	\$ 75	\$ 75	\$	75
Brake Retarder	1	\$ 7,200	\$ 7,200	\$	7,200
<b>62 GGE CNG System, IMPCO</b>	1	\$ 32,331	\$ 32,331	\$	32,331
<b>Kidde AFSS and Methane Detector</b>	1	\$ 4,525	\$ 4,525	\$	4,525
Overhead Luggage Rack	1	\$ 1,350	\$ 1,350	\$	1,350
Recarro Seat in place of USSC	1	\$ 775	\$ 775	\$	775
GE Penta 8 camera system	1	\$ 9,918	\$ 9,918	\$	9,918
DVD System with 4 Monitors	1	\$ 2,750	\$ 2,750	\$	2,750
Custom Wrap	1	\$ 7,500	\$ 7,500	\$	7,500
PENTA Part 4500-08-1	1	\$ 4,500	\$ 4,500	\$	4,500
Thermo King SLR System	1	\$ 3,600	\$ 3,600	\$	3,600
Velvac Rear View Mirror mount Camera System	1	\$ 3,098	\$ 3,098	\$	3,098
Move Batt Shutoff Switch to Driver's Stepwell	1	\$ 195	\$ 195	\$	195
Kelderderman Air Suspension Rear	1	\$ 4,750	\$ 4,750	\$	4,750
Luminator, Add Rear Mount Destination Sign	1	\$ 2,700	\$ 2,700	\$	2,700
Wheel Chair Lift Cover	1	\$ 310	\$ 310	\$	310
Cargo Net, loose in bus	1	\$ 185	\$ 185	\$	185
Front Rim, Set of Back Tire Rims	3	\$ 425	\$ 1,275	\$	1,275
Black Altro Meta Floor (included)	1	\$ -	\$ -	\$	-
Jensen Entertainment, 3 Flip Down DVD	1	\$ 2,480	\$ 2,480	\$	2,480
Square Bonded Windows 18% light transmittant	10	\$ 265	\$ 2,650	\$	2,650
Cloth High Back Seats (Included)	24	\$ -	\$ -	\$	-
Add CNG Capacity to 72 GGE	1	\$ 3,400	\$ 3,400	\$	3,400
				<b>Total</b>	<b>\$ 178,757.00</b>

All pricing valid for 30 days, or availability of stock units at time of purchase order. Components may vary from original representations to comply with new Federal Regulations. If different components are required by Federal Law, Buyer will have the option to accept or cancel the order provided A-Z Bus Sales may cancel the order without expense.	<b>TAXABLE AMOUNT</b>	<b>\$ 170,528.00</b>
	<b>NON TAXABLE ADA EQUIPMENT</b>	<b>\$ 8,229.00</b>
	<b>Fees to be paid to Cal Act 1.5%</b>	<b>\$ 2,681.36</b>
	<b>SUBTOTAL</b>	<b>\$ 181,438.36</b>
	<b>SALES TAX Commerce 0.09</b>	<b>\$ 15,347.52</b>
<b>TOTAL PRICE OF UNIT</b>		<b>\$ 196,785.88</b>

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING THE PURCHASE OF ONE COMPRESSED NATURAL  
GAS BUS FROM A-Z BUS SALES, INC.**

WHEREAS, the Federal Transit Administration (FTA) has approved grant CA-03-0593, which includes bus replacement funds; and

WHEREAS, the City of Commerce began operation of the 26<sup>th</sup> Street shuttle service in August 2013; and

WHEREAS, staff is proposing to purchase a new CNG-powered bus to operate this service.

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

Section 1: That the City of Commerce purchases a bus from A-Z Bus Sales, Inc. for a price not to exceed \$196,785. A contingency fund of \$13,215 would be established for a total project cost of \$210,000.

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

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

Item No. 13

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** A Resolution Approving a Water Right Lease and Agreement with the City of Whittier for FY 2014-2015

**MEETING DATE:** May 20, 2014

---

### **RECOMMENDATION:**

1. Approve and adopt the Resolution approving a Water Right Lease and Agreement with the City of Whittier for FY 2014-2015, and assign the number next in order.
2. Direct staff to pursue a multi-year agreement with the City of Whittier in the future to accommodate funding for future water projects.

### **BACKGROUND/ANALYSIS:**

The City of Commerce (the "City") possesses 5,081 acre-feet of pumping rights pursuant to the City's allowed pumping allocation which is allocated to the City pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." The City has an annual allocation of 5,081 acre-feet plus its carry over from the previous year of 2,794.55 acre-feet for a total of 7,875.55 acre-feet of water pumping rights for fiscal year 2013/14. The City pumped 1,940.48 acre-feet of pumped water and leased 3,000 acre-feet of water to the City of Whittier in Water Year 2012-2013, leaving an unused balance of 2,935.07 acre-feet of water. The maximum carry over amount of water from the unused balance is 2,194.55 acre-feet leaving a net balance for 2014/15 of 7,275.55 acre feet.

For each of the last two years, the City Council approved one-year lease agreements with the City of Whittier for the lease of 3,000 acre-feet of pumping rights per year. Each agreement brought the City of Commerce \$345,000 in revenue for the Water Fund.

The City of Whittier has again offered to lease 3,000 acre-feet of annual pumping rights from the City in Water Year 2014-2015. City staff believes it prudent in extending the relationship for an additional fiscal year. Sufficient water will remain in the City's water storage account to accommodate this lease arrangement and still provide the City with ample water for our own use in the next water year.

**ALTERNATIVES:**

1. Approve the recommendations and approve and adopt the Resolution approving the Water Right Lease and Agreement with the City of Whittier, and direct staff to pursue a multi-year agreement with the City of Whittier in the future to accommodate funding for future water projects.
2. Approve only the recommendation to approve and adopt the Resolution approving the Water Right Lease and Agreement with the City of Whittier.
3. Decline approving the recommendations.
4. Provide staff with further direction

**FISCAL IMPACT:**

The City of Commerce General Fund will recognize Three Hundred and Forty Five Thousand Dollars \$345,000 (3,000 AF x \$115) for FY 2014-15, as a result of the water rights lease with the City of Whittier. These are one-time revenues that are not guaranteed from year to year. Ideally, this revenue should be placed in the Water Fund Capital Reserve for future capital improvement projects on the City's water system. Staff would also suggest that the City pursue a multi-year agreement with the City of Whittier in the future to accommodate funding for future water projects.

**RELATIONSHIP TO STRATEGIC GOALS:**

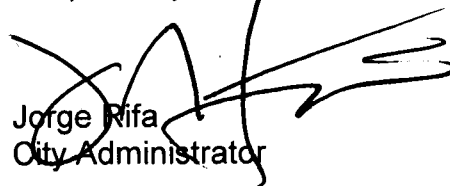
The proposed Resolution is associated with Council's goal of growing revenues to ensure all expenses are being met so that we can remain fiscally responsible.

Recommended by:



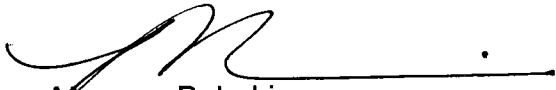
Vilko Domic  
Director of Finance

Respectfully submitted,



Jorge Rifa  
City Administrator

Reviewed by:



Maryam Babaki  
Director of Public Works & Development Services

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Resolution
2. Agreement
3. Watermaster Service – Table of Water Rights Accounting

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING A WATER RIGHT LEASE AND AGREEMENT WITH  
THE CITY OF WHITTIER FOR FY 2014-2015

WHEREAS, the City of Commerce (the "City") possesses 5,081 acre-feet of pumping rights pursuant to the judgment entered in *Central Basin Municipal water District v. Adams*; and

WHEREAS, the City has an annual allocation of 5,081 acre-feet plus its maximum carry over amount from the previous year of 2,794.55 acre-feet for a total of 7,875.55 acre-feet of water pumping rights; and

WHEREAS, the City only pumped 1,940.48 acre-feet of water in Water Year 2012-2013, leaving it with an unused balance of 2,935.07 acre-feet of water; and

WHEREAS, on April 3, 2012, the City Council approved a one-year Lease Agreement with the City of Whittier, in the amount of \$345,000 (\$115 per acre-foot); and

WHEREAS, on May 7, 2013, the City Council approved a one-year Lease Agreement with the City of Whittier, in the amount of \$345,000 (\$115 per acre-foot); and

WHEREAS, the City of Whittier has offered to lease 3,000 acre-feet of annual pumping rights from the City in Water Year 2014-2015; and

WHEREAS, City staff has negotiated an Agreement with the City of Whittier for the lease in the amount of \$115 per acre-foot.

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

Section 1. The City Council hereby approves the Water Right Lease and Agreement with the City of Whittier. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

Section 2. The City Administrator is hereby authorized to execute any additional documents necessary to implement the Agreement.



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

\_\_\_\_\_  
Tina Baca Del Rio  
Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

## WATER RIGHT LEASE AND AGREEMENT

For a valuable consideration, the CITY OF COMMERCE ("Licensor") hereby grants to the CITY OF WHITTIER (Licensee); a license to extract 3,000 acre-feet of licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams et al." during the period commencing July 1, 2014 and continuing to and including June 30, 2015.

Said license is granted subject to the following conditions:

- (1) Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of the Licensor.
- (2) Licensee shall pay assessments levied on the pumping of said ground water by the Water Replenishment District of Southern California.
- (3) Licensee shall notify the District and the Watermaster that said pumping was done pursuant to this license and provide the Watermaster with a copy of this document.
- (4) Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.
- (5) Licensee's Allowed Pumping Allocation shall be increased by the amount hereby leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B in said Judgment.

The CITY OF COMMERCE warrants that it has 3,000 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit license of any other person to pump any part of said 3,000 acre-feet during the period of July 1, 2014 through June 30, 2015.

Dated: \_\_\_\_\_

CITY OF COMMERCE

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

Tina Baca Del Rio  
Mayor

Approved As To Form:

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

Dated: \_\_\_\_\_

CITY OF WHITTER

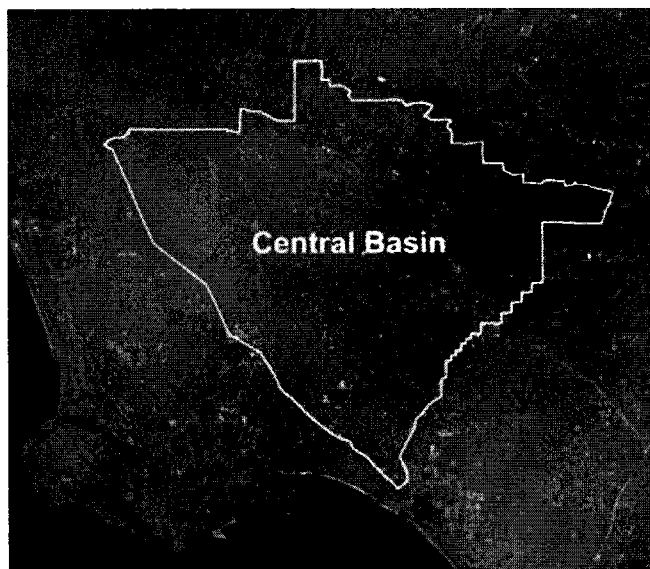
By: \_\_\_\_\_

Jeffrey W. Collier  
City Manager

Approved As To Form:

\_\_\_\_\_  
Richard D. Jones  
City Attorney

State of California  
California Natural Resources Agency  
**DEPARTMENT OF WATER RESOURCES**  
SOUTHERN REGION OFFICE



**WATERMASTER SERVICE**  
in the  
**CENTRAL BASIN**  
Los Angeles County

**July 1, 2012 - June 30, 2013**

**October 2013**

**Edmund G. Brown Jr.**  
Governor  
State of California

**John Laird**  
Secretary for Natural Resources  
California Natural Resources Agency

**Mark W. Cowin**  
Director  
Department of Water Resources

Table 1 – Water Rights Accounting (acre-feet)

Party ID	Party	Sales <sup>1</sup>	Allow ed Pumping Allocation 2012-2013	Carryover from 2011-2012	Leases		Allow able Extraction <sup>2</sup>	Amount Pumped	In-Lieu	Balance <sup>3</sup>	Allow able Carryover into 2013-2014		
					With Flex	Without Flex					DCO-77	DCO-91	Normal
0020	A, B, C Unified School District		298.00	94.60			392.60	11.42		391.18	35.00	59.60	94.60
0107	American Textile Maintenance Company		65.00	55.00			120.00	0.00		120.00	35.00	20.00	55.00
0125	Angelus Abbey Memorial Park, Inc		4.00	16.00			20.00	0.00		20.00		20.00	20.00
0127	Aqua Capital Management LP		3,760.00	47.21	-3,260.00		547.21	0.00		547.21	47.21	100.00	147.21
0120	Arco Metals Co, American Brass		0.00	34.46			34.46	0.00		34.46	24.46	10.00	34.46
0150	Artesia Cemetery District		12.00	20.00	-12.00		20.00	0.00		20.00		20.00	20.00
0160	Artesia, City of		24.00	-5.78			18.22	25.72		-7.50		-7.50	-7.50
0210	Atkinson Brick Company		9.00	29.75			38.75	0.00		38.75	0.75	20.00	29.75
0220	Atlantic Richfield Company	-54.0	0.00	0.00			0.00	0.00		0.00		0.00	0.00
0229	Automobile Club of Southern California		6.00	20.00			26.00	0.00		26.00		20.00	20.00
0265	Baker Commodities, Inc		60.00	20.00	-60.00		20.00	0.00		20.00		20.00	20.00
0387	Bell Gardens, City of		1,914.00	519.87	-700.00		1,733.87	979.51		754.36	277.07	242.80	519.87
0420	Bellflower Home Garden Water Company		306.00	0.20	-306.00		0.20	0.00		0.20		0.20	0.20
0430	Bellflower Unified School District		89.00	20.00			109.00	0.00		109.00		20.00	20.00
0410	Bellflower, City of		1,390.00	759.00	-956.00		1,163.00	656.52		524.48	483.00	41.48	524.48
0445	Bellflower-Somerset Mutual Water Company		4,312.88	920.01	1,862.00		7,094.89	5,914.74		1,180.15		1,180.15	1,180.15
0642	Boy Scouts of America, Long Beach Area		1.00	-14.68			-13.68	3.85		-17.53		-17.53	-17.53
0657	Buell, Mary Dolores		1.00	0.00	-1.00		0.00	0.00		0.00		0.00	0.00
0679	California-American Water Company		2,067.00	5.60			2,072.60	2,505.68		-433.08		-433.08	-433.08
0681	California Domestic Water Company		87.00	55.00			142.00	0.00		142.00	35.00	20.00	55.00
0686	California, State of		50.00	-22,445.08			-22,395.08	671.41		-23,066.49		-23,066.49	-23,066.49
0740	California Water Service Company		11,774.00	4,877.56	-2,625.00		14,026.56	5,397.99		8,628.57	340.84	1,829.80	4,867.56
0742	California Water Service Company (Dominguez)		6,480.00	756.00	-2,600.00		4,636.00	2,287.69		2,348.31		776.00	776.00
0795	Central Basin Municipal Water District		50.65	20.00	-50.00		20.65	0.00		20.65		20.00	20.00
0826	Cerritos, City of		4,680.03	2,443.72	4,067.47		11,191.22	8,943.28		2,247.94	30.44	1,208.72	2,247.94
0830	Cerritos Community College District		147.00	29.40	-147.00		29.40	0.00		29.40		29.40	29.40
0855	Chang, Hsin and Associates		1.00	23.84			24.84	0.00		24.84	3.84	20.00	23.84
0885	Chevron U.S.A., Inc		94.00	55.00			149.00	0.00		149.00	35.00	20.00	55.00
0970	Coast Packing Company		530.00	55.21	-425.00		160.21	68.80		91.41	34.21	21.00	56.21
1017	Commerce, City of		5,081.00	2,794.55	-3,000.00		4,875.55	1,940.48		2,935.07	1,778.35	416.20	2,194.55
1020	Compton, City of		5,780.00	1,454.32	1,100.00		7,634.32	6,347.45		1,286.87	298.32	988.55	1,286.87
1030	Compton Unified School District		38.00	55.00			93.00	0.00		93.00	35.00	20.00	55.00
1115	Corning Trust	3.75	3.75	3.75	-7.50		0.00	0.00		0.00		0.00	0.00
1165	Crandell, F.J.		1.00	21.75			22.75	0.00		22.75	0.75	20.00	21.75
1296	Darling-DeLaware Company, Inc		117.00	64.35			181.35	23.29		158.06	40.85	23.40	64.35
1385	Dolan, J.E., P.A., & T.P		2.00	4.00			6.00	0.00		6.00		6.00	6.00
1450	Downey, City of		16,553.62	4,220.78	-200.00		20,574.40	16,470.59		4,103.81	910.06	3,193.75	4,103.81
1550	El Rancho Unified School District		55.00	50.49			105.49	13.75		91.74	30.49	20.00	50.49
1560	Emoto, John H		2.00	22.00			24.00	0.00		24.00	2.00	20.00	22.00
1572	Equilon Enterprises, LLC		6.00	26.00			32.00	0.00		32.00	6.00	20.00	26.00



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 14

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

Approve and adopt the Resolution authorizing the destruction of certain records and assign the number next in order.

### **ANALYSIS:**

Attached for approval is a proposed Resolution authorizing the destruction of certain records submitted by the Office of the City Clerk, and Parks and Recreation Department.

City staff has identified records that no longer have sufficient historical, legal, fiscal or reference value to retain in original form, and is requesting the City Council's authorization to destroy such records. These records are identified in the Records Destruction Certificate (Attachment 1). They include a variety of different documents such as past election records, litigation documentation, timecards and administrative files for the period of time 1980 to 2011.

Section 34090 provides for the destruction of any City record, document, instrument, book, paper, etc., without making a copy thereof, after the same is no longer required, if done with the approval of the City Council and the written consent of the City Clerk and City Attorney. Section 34090 does not authorize the destruction of records affecting the title to real property or liens thereon, court records, records required to be kept by statute, records less than two years old, and the minutes, ordinances, or resolutions of the City Council. The proposed destruction is consistent with the requirements of Section 34090.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2014 STRATEGIC GOALS:**

This item is not related to a specific 2014 Strategic goal.

Recommended by:



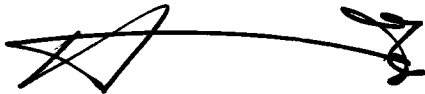
Lena Shumway  
City Clerk

Respectfully submitted,



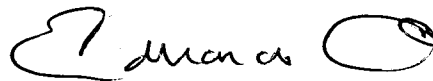
Jorge Rifa  
City Administrator

Reviewed by:



Vilko Domic  
Finance Director

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Resolution  
Exhibit A Certificate of Destruction

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COMMERCE, CALIFORNIA, AUTHORIZING THE DESTRUCTION  
OF CERTAIN CITY RECORDS

WHEREAS, the keeping of numerous records is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Commerce; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed, and the destruction of said records will not interfere with the services and functions of the City.

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

SECTION 1. The records of the City of Commerce set forth in Exhibit "A" are hereby authorized to be destroyed as provided by Section 34090 of the Government Code of the State of California, and in accordance with the provisions of the Records Destruction Certificate. Such records do not include:

- A. Records affecting the title to real property or liens thereon;
- B. Court records;
- C. Records required to be kept by statute;
- D. Records less than two years old; or
- E. The minutes, ordinances, or resolutions of the City Council of the City of Commerce or any City board, committee or commission.

SECTION 2. The City Attorney has reviewed Exhibit A and has consented in writing to such destruction.

SECTION 3. The destruction of any record as provided for herein shall be by shredding or other effective method of destruction.

PASSED AND ADOPTED by the City Council of the City of Commerce at a meeting held on the 20th day of May, 2014.

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Tina Baca Del Rio  
Mayor


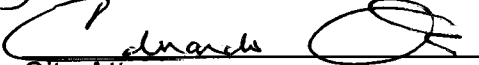
Attest:

---

Lena Shuwmay,  
City Clerk



**RECORDS DESTRUCTION LIST**

Approved:   
 Department Head  
  
 City Attorney

Date: 5-15-14

Date: 5-15-14

Box.	Inclusive Dates		Description of Documents/Contents
	From	To	
1.	1/2002	12/2002	YES Program 2002, Contract Employees, 2002 Friends of Recreation, Personnel Records 2002, Memos 2008
2.	11/8/2004	1/30/2005	Timecards
3.	1/31/2005	4/24/2005	Timecards
4.	4/25/2005	7/18/2005	Timecards
5.	7/19/2005	9/25/2005	Timecards
6.	9/26/2005	12/18/2005	Timecards
7.	10/1999	4/2003	Terminated Employees A-M
8.	10/1999	4/2003	Terminated Employees N-Z
9.	6/5/2006	8/13/2006	Timecards
10.	8/14/2006	10/22/2006	Timecards
11.	1/2002	12/2005	Vehicle check out forms, Incident Reports, Youth Referrals, Missing Article reports, Accident reports, Employee T&C request forms, Facility Use, P.O., Warrants
12.	1/1990	1/2000	City Birthday, Boxing Show, Baby Show, Las Vegas 98, 99.
13.	1/1998	1/2000	Preschool Graduation 98,99,01 Turkey Trot 98, 2000 Sr. Center Grand Opening, MCP 99,00, SGD
14.	1/1999	1/2002	ELA Parade, TLC, Mexican Independence Day, YMOY, Cinco de Mayo, Miss Commerce Pageant
15.	1/2005	12/2005	Terminated Employees, Personnel File 2005
16.	1/2006	12/2006	Terminated Employees, Personnel files 2006
17.	01/2007	12/2007	Terminated Employees, Personnel files 2007
18.	06/2007	09/2008	YES Program Personnel files 2007 & 2008 copies
19.	01/2006	12/2007	Recruitments Records 2006-2007 copies
20.	01/2006	12/2007	Recruitments Records 2006-2007 copies
21.	01/2007	12/2008	Terminated Employees A-Ma
22.	01/2007	12/2008	Terminated Employees Mi-Z
23.	01/2007	12/2008	Recruitment Records 2007-2008 copies
24.	01/2003	12/2003	Van Checkout logs

25.	12/2003	12/2003	Park Reports – All parks
26.	01/2003	12/2003	Playground Inspections/Attendance reports/Daily reports
27.	2001	2003	Facility Requests
28.	2003	2006	Facility Requests
29.	2006	2008	Facility Requests
30.	2008	2009	Facility Requests
31.	1/2009	12/2009	Separated Employee files (Department copies)
32.	2009	2012	YES Program Files 2009-2012 (Department copies)
33.	2009	2011	Recruitment Files
34.	2010	2010	Separated Employee Dept. Personnel Files
35.	2010	2010	Separated Employee Dept. Personnel Files
36.	2005	2009	Van Check Out Log 2005-2009
37.	10/23/2006	1/14/2007	Timecards
38.	1/15/2007	4/8/2007	Timecards
39.	4/9/2007	7/1/2007	Timecards
40.	1/19/2006	3/12/2006	Timecards
41.	3/13/2006	6/4/2006	Timecards
42.	1/2004	12/2004	Attendance Report, Recreational Ctr. Daily Reports
43.	1/2005	12/2005	Flyers and Recruitments closed
44.	6/2002	12/2004	Terminated Personnel

**RECORDS DESTRUCTION AUTHORIZATION FORM**

Box #	Records Description	Start Date	End Date	Legal Authority	Retention Period
1	Elections – 3/8/2011 – Precinct Officer Appointments, Tally Sheets, copies & Lists of VBM envelopes, general correspondence, etc.	12/2010	3/2011	EC §17503, 17504, GC §34090(d)	6 months 2 years
2	Elections -2009 –precinct officer appointment, Tally Sheets, copies, & lists of VBM, rosters of registered voters, general correspondence, etc.	2008	2009	EC §17503, 17504, GC §34090(d)	6 months 2 years
3	Elections -2008, 2005 and 2009 (loose) Correspondence for recall of election for 2008, rosters- street indexes, voter lists, VBM summary reports daily	2005	2009	EC §17503, 17504, GC §34090(d)	6 months 2 years
4	Legal Notices / Affidavits of Publication	1988	1997	GC §34090(d) CCP 343, 349 et seq, GC 911.2	4 years
5	Correspondence, copies and Public Records Requests (loose)	2000	2011	GC §34090(d)	2 years
6	Correspondence, public records requests, commercial advertising vehicle permit applications 2003	2000	2011	GC §34090(d)	2 years
7	Unsuccessful Proposals – Washington Blvd. Reconstruction	2011	2011	GC §34090(d)	2 years
8-9	Unsuccessful proposal –various City projects	2010	2012	GC §34090(d)	2 years
10	Election- Incoming blank VBM (Vote by Mail) envelopes from 2013 election	2013	2013	EC §17503, 17504,	6 months
11-19	Election -Blank outgoing VBM envelopes	2013	2013	EC §17503, 17504,	6 months
20-22	Election -Voted VBM ballots, provisional ballots, precinct voted ballots, unused ballot cards, surrendered VBM ballots	2013	2013	EC §17503, 17504,	6 months
23-29	VBM ballots voted -3/08/2013 election	2013	2013	EC §17503, 17504,	6 months

30	Blank Copies of petitions for Aguilar, Altamirano, Baca Del Rio and Leon (extras, original on file)	2014	2014	Extra copies, originals retained	
31	Legal documents - City of Commerce – Trammel Crow 01/01/1989, File No. 22348-11987-1988, File No. 22348-00001, 22348-1-A, 22348-6, Casino parking Facility, File No. 22348-8, Watkins Truck Terminal Inc., SBICCA Docs, general, Audit Letters	1987	1989	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years
32	Legal Documents- TWC Properties, L.P. Correspondence, Trammel Crow 04/01/1988-12/31/1988, files	1988	1989	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years
33	Legal documents – Ramada Bankruptcy Pleadings , Vol. 1-3, Ramada Loan docs –drafts	1992	1992	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years
34	Legal Documents- - Ford Drafts, Vol. 1, and 3, Firestone/Blue Land Documents, Community Enhancement Corp, Interstate docs, correspondence	1980	1994	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years
35	Legal Documents -US Bankruptcy _El Rancho Plaza Pleadings, Mark Slotkin –Sloto’s Golf Range Proposal, correspondence, Newscrow Documents	1994	1995	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years
36	Legal Documents –Son of Newscrow – Correspondence, Retail Center Expansion File, Citadel Rework Correspondence, Son of Newscrow – documents	1995	1998	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years
37	Legal Documents- Citadel Rework Docs, Vol. 1-4, correspondence, ground lease agreement (copies), law engineering correspondence, law engineering docs, Ernest paper, Wyndham Hotel Correspondence, Smithway Loan Correspondence	1990	1998	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years
38	Legal Documents- Wyndem Hotel Docs, TWC/Closing Binder	1990	1998	GC §34090, GC §§ 911.2, 945.6, PC§832.5, Dept. policy	10 years

Date: 05/20/2014  
Resolution No.

Department: City Clerk

**DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION**

  
\_\_\_\_\_  
City Clerk

5-15-2014  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



CITY OF COMMERCE  
AGENDA REPORT

TO: Honorable City Council

Item No **15**

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A REVISED SERVICES AGREEMENT BETWEEN THE CITY AND PYRO SPECTACULARS, INC. FOR THE 4TH OF JULY PYROTECHNIC DISPLAY AT ROSEWOOD PARK AND REPEALING RESOLUTION NO. 14-31

MEETING DATE: May 20, 2014

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RECOMMENDATION:

Approve the resolution and assign the number next in order.

ANALYSIS:

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 Friday, July 4, 2014, 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 2013, the department estimated 5,000 people in attendance at Rosewood Park enjoying the display. The proposed activity will cost \$15,900.

On April 15, 2014, the City Council approved a services agreement with Pyro Spectaculars, Inc. After the agreement was approved, Pyro Spectaculars advised that the approved services agreement contained certain language that the parties had previously agreed to change in last year's services agreement. As a result, Pyro Spectacular requested that the parties utilize the same format as last year's agreement. The City Attorney has reviewed last year's agreement with Pyro Spectaculars and agrees to the use of that version of the services agreement. The City Attorney also advised that since the old agreement is being utilized in place of the form services agreement that was approved by the City Council, that the City Council should approve and ratify the revised agreement and repeal Resolution No. 14-31.

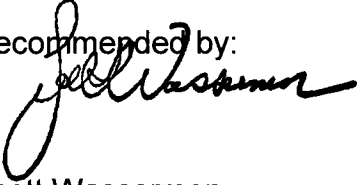
FISCAL IMPACT:

Expenditure for the proposed activity will amount to \$15,900.00 for the 13/14 Fiscal Year which will be paid out of the donations received. There was no increase in cost from the 2013 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 & Recreation

Respectfully submitted,



Jorge Rife  
City Administrator

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 REVISED SERVICES AGREEMENT BETWEEN THE CITY AND PYRO SPECTACULARS, INC. FOR THE 4TH OF JULY PYROTECHNIC DISPLAY AT ROSEWOOD PARK AND REPEALING RESOLUTION NO. 14-31

WHEREAS, 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 Friday, July 4, 2014, 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 2013, the department estimated 5,000 people in attendance at Rosewood Park enjoying the display; and

WHEREAS, on April 15, 2014, the City Council approved a services agreement with Pyro Spectaculars, Inc.; and

WHEREAS, after the agreement was approved, Pyro Spectaculars requested that the parties use the same agreement that was approved last year; and

WHEREAS, the City Attorney has reviewed last year's agreement with Pyro Spectaculars and approves the use of that version of the services agreement.

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

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

Section 2. Resolution 14-31 is hereby repealed.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk



## CITY OF COMMERCE AGREEMENT FOR A FIREWORKS DISPLAY

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of May, 2014, 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 B\*\*\* set forth in Exhibit B, 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, 2014, 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 30, 2014. 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 PRYO 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 Jorge Rifa, City Administrator, City of Commerce, 2535 Commerce Way, Commerce, California 90040, and to PYRO, in care of James R. Souza, President, 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.

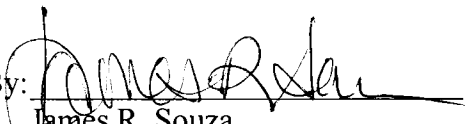

City's Agent

Section 7.14. Robert Lipton, Parks and Recreation Manager, 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 

By: \_\_\_\_\_  
Tina Baca Del Rio  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

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

**Product Synopsis • Pyrotechnic Proposal**  
**City of Commerce**  
**PROGRAM B – July 4, 2014**  
**\$15,900.00**

**Opening**

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes	20
<b>Total of Opening</b>	<b>20</b>

**Main Body - Aerial Shells**

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	250
◆ 4" Souza Designer Selections	60
<b>Total of Main Body - Aerial Shells</b>	<b>310</b>

**Pyrotechnic Devices**

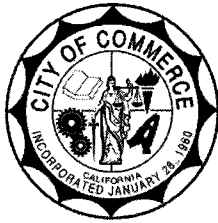
<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	932 Shots
<b>Total of Pyrotechnic Devices</b>	<b>932</b>

**Grand Finale**

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	200
◆ 2.5" Souza Designer Bombardment Shells	72
◆ 3" Souza Designer Finale Shells	100
◆ 4" Souza Designer Finale Shells	60
<b>Total of Grand Finale</b>	<b>432</b>

**Grand Total      1,694**





## CITY OF COMMERCE AGENDA REPORT

Item No. 16

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** REVIEW OF ISSUES RELATED TO THE CITY COUNCIL  
CITY VEHICLE USE POLICY

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

At the request of Councilmember Robles, the City Council will review and consider providing direction as deemed appropriate with respect to the City Council Vehicle Use Policy.

### **ANALYSIS:**

At its meeting of Tuesday, November 19, 2013, Councilmember Robles requested the City Council Vehicle Use Policy be placed on the Council's December 3, 2013, meeting agenda for discussion and review of the vehicle use procedure. On December 3, 2013, the City Council discussed and considered several issues regarding the policy. Several City Council members have requested that the matter be put on the agenda for proper follow up.

The last amendments to the City Council Vehicle Use Policy took effect on May 16, 2012, and January 1, 2009. (See attached.)

### **FISCAL IMPACT:**

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

### **RELATIONSHIP TO STRATEGIC GOALS:**

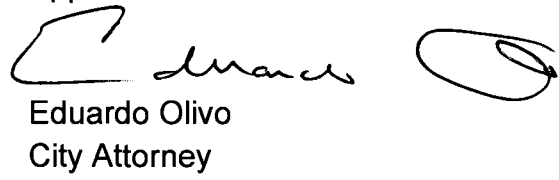
This item is not related to a specific 2012 Strategic goal.

Recommended by,



Jorge Rifa  
City Administrator

Approved as to form:



Eduardo Olivo  
City Attorney

RESOLUTION NO. 12-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING AN AMENDED CITY COUNCIL VEHICLE USE POLICY

WHEREAS, on December 2, 2008, the City Council of the City of Commerce (the "City") approved, by minute action, the "City Council/Commission Vehicle Use Policy."; and

WHEREAS, the existing Vehicle Use Policy does not provide for a dedicated vehicle for each Councilmember, but provides for the use of a City vehicle by the City Council in connection with meetings and events related to the business of the City and the duties of the City Council; and

WHEREAS, when the Vehicle Use Policy was adopted on December 2, 2008, the City Council, for the most part, attended a limited amount of City Council meetings, two regularly scheduled meetings on the first and third Tuesday of each month, and other outside City business related meetings and events; and

WHEREAS, over the course of the last few years, the City Council has had to address unprecedented budget deficit issues and employee negotiation issues, and is now addressing very complicated issues related to the termination of redevelopment throughout the state by the passage of AB 1X 26. These additional issues have required the City Council to schedule and participate in unusually long regular City Council meetings, a great number of special City Council meetings, additional meetings with legislators, meetings with stakeholders throughout the City, as well as all of the other outside City Council related meetings (e.g. Contract Cities, JPIA, Vector Control District, League of California Cities, etc.); and

WHEREAS, the City Council regularly attends City Council meetings that do not end until late at night at City Hall, sometimes past midnight, and early morning meetings that are scheduled for the very next day. Such a schedule has made it extremely difficult or impossible for the City Council to check City vehicles back into the City or to make proper arrangements to assure that they can be in attendance at such early morning meetings. Such situations have required members of the City Council to maintain possession of the City vehicles overnight; and

WHEREAS, the City Council desires to make it clear that these additional issues exist and that the Vehicle Use Policy clearly and accurately reflects such additional business necessities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE 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 approves the Amended Vehicle Use Policy attached hereto as Exhibit "A."

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 15<sup>th</sup> day of MAY,  
2012.

  
\_\_\_\_\_  
Lilia R. Leon, Mayor

ATTEST:

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

15 copy

MEMORANDUM FOR THE RECORD

TO: MAYOR & CITY COUNCIL

DATE: AUGUST 30, 2012

FROM: CHIEF ADMINISTRATOR

SUBJECT: ADMINISTRATION OF CITY COUNCIL VEHICLE USE POLICY

The objective of this memorandum is to provide a process by which the Council's Vehicle Use Policy (July 18, 2012 Resolution No. 12-48) can be administered in a simple and effective manner. Effective August 14, 2012, each member of the Council will be assigned a vehicle from the Council car pool. The sign-out process will not be necessary and each vehicle will be assigned a parking space on the roof of the City Administration Center, and you will have access to the parking area 24/7.

When the car needs fueling, Transportation will be need at least one hour notice in advance. Additionally, if you would like the car washed, please provide an extra half hour notice. Transportation will continue with their established schedule for washing and fueling on Mondays, Wednesdays, and Fridays for those vehicles that are on the rooftop between 7:00 a.m. to 9:00 a.m. unless requested differently. The schedule for fueling and washing will be placed in the glove box of each vehicle.

If the vehicle develops a problem, you would let Transportation know of the problem and drop it off for repair. Based on availability, they will make every effort to arrange for a back-up vehicle. Staff will remind you of routine service intervals, and whenever possible, vehicle service and maintenance will be coordinated with your schedule.

All vehicles are Impalas. Until further notice, the tentative car assignments are as follows:

- #40 (Tan), Stall #3 Joe Aguilar
- #50 (Gray), Stall #1 Tina Del Rio
- #60 (Blue), Stall #4 Ivan Altamirano
- #70 (White), Stall #2 Lilia Leon
- #80 (White), Stall #3 Denise Robles

If you have any concerns, please advise me.

Cc: Transportation Director  
Administration Staff

## CITY COUNCIL/COMMISSION VEHICLE USE POLICY

Up to four passenger vehicles will be placed in a pool for the City Council/ Commission for City/Commission business use only.

"City/Commission business" shall include attendance at local and regional meetings, appointments or events involving business affecting, or of interest to, the City or Commission; meetings, appointments or events of various boards and/or agencies of which the City of Commission is a member; City or Commission community events and meetings, appointments or events to which members of the City Council or Commission have been invited to participate in or attend in their official capacity as Councilmembers or Commissioners.

A sign-in and out log, along with the keys for the pool vehicles, will be maintained by Administration Department staff. Councilmembers/ Commissioners will provide the date, time and purpose for the use of a City vehicle when it is signed out and the date and time the keys are returned at the end of the trip. At the end of each trip, vehicles are to be returned to the assigned parking area at City Hall for night parking.

Vehicles may be kept at home only if attending an evening, early morning or weekend meeting, appointment or event and must be checked in immediately following the meeting, appointment or event, but no later than the morning of the next business day, during normal business hours.

The vehicles are not to be used for personal business.

This policy shall take effect January 1, 2009.

## EXHIBIT"A"

### CITY COUNCIL AMENDED VEHICLE USE POLICY

Up to four passenger vehicles will be placed in a pool for the City Council for City business use only.

"City business" shall include attendance at local and regional meetings, appointments or events involving business affecting, or of interest to, the City; meetings, appointments or events of various boards and/or agencies of which the City is a member; City community events and meetings, appointments or events to which members of the City Council have been invited to participate in or attend in their official capacity as Councilmembers.

A sign-in and out log, along with the keys for the pool vehicles, will be maintained by Administration Department staff. Councilmembers will provide the date, time and purpose for the use of a City vehicle when it is signed out and the date and time the keys are returned at the end of the trip. At the end of each trip, vehicles are to be returned to the assigned parking area at City Hall for night parking.

The City Council has had to address unprecedented budget deficit and employee negotiation issues over the last few years and is now addressing complicated issues related to the termination of redevelopment throughout the State by the passage of AB 1X 26. Such issues have required the Council to schedule and participate in unusually long regular City Council meetings, a great number of special City Council meetings, additional meetings with legislators, and meetings with stakeholders throughout the City. The City Council has had to attend City Council meetings that do not end until very late at night, sometimes past midnight, and early morning meetings that are scheduled for the very next day. Such a schedule has made it extremely difficult or impossible for the City Council to check City vehicles back into the City or to make proper arrangements to assure that they can be in attendance at such early morning meetings. Thus, although the City Council members will make every effort to comply with the return policy as stated above, they may also keep vehicles at home if attending an evening, early morning or weekend meeting, appointment or event. The vehicle must be checked in immediately following the meeting, appointment or event, but no later than the morning of the next business day, during normal business hours.

The vehicles are not to be used for personal business.

This policy shall take effect May 16, 2012



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 17

**FROM:** City Administrator

**SUBJECT:** Power Point Presentation by the Los Angeles County Metropolitan Transportation Authority - Eastside Transit Corridor Phase 2 Project

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

The **City Council** will receive a presentation by the Los Angeles County Metropolitan Transportation Authority (Metro), and take the appropriate action as may be deemed necessary with respect to the Eastside Transit Corridor Phase 2 Project.

### **ANALYSIS:**

Two Light Rail Transit (LRT) routes are under review- State Route 60 and Washington Blvd., plus the required No Build and Transportation System Management (which may include enhancements to existing services and/or additional bus services).

Prior to releasing the Eastside Transit Corridor Phase 2 Draft Environmental Impact Statement/Impact Report (EIS/EIR). Metro has scheduled city council briefings and open houses this month for communities along the proposed alignments.

The goal of the proposed study is to improve mobility in the corridor by connecting to communities farther east of Los Angeles. Communities in the project area include Commerce, Montebello, Monterey Park, Pico Rivera, Rosemead, Santa Fe Springs, South El Monte, Whittier and the unincorporated portions of Los Angeles County.

### **ALTERNATIVES:**

1. Receive and file the report
2. Provide staff with further direction

**FISCAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda report is applicable to the following strategic goal: *Protect and Enhance Quality of Life in the City of Commerce.*

Prepared by:



Fernando Mendoza  
Deputy City Administrator

Respectfully submitted,



Jorge Rifa  
City Administrator

Approved as to form:



Eduardo Olivo  
City Attorney





## CITY OF COMMERCE AGENDA REPORT

Item No. 18

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA APPROVING A SERVICES AGREEMENT WITH MULTIMEDIA LED DYNAMIC DISPLAYS FOR THE BRENDA VILLA AQUATIC CENTER SCOREBOARD

**MEETING DATE:** May 20, 2014

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### RECOMMENDATION:

Approve the Resolution, approving the services agreement with Multimedia LED Dynamic for the purchase and installation of a replacement scoreboard system for the Brenda Villa Aquatic Center.

### ANALYSIS/BACKGROUND:

The City Council allocated \$80,000 during the 2013-2014 Budget Session to replace the existing scoreboard system at the Brenda Villa Aquatics Center. The System has very specialized requirements in order to adhere to the control timer pads and can only be provided by a few potential vendors. City staff solicited and received three informal bids from the following companies:

Multimedia LED Dynamic Displays	\$ 127,035.98 plus 10% contingency
Colorado Timing Systems	\$ 140,784.11 plus 10% contingency
Daktronics	\$ 245,170.60 plus 10% contingency

After careful examination and consideration, City Staff has found that Multimedia LED Dynamic Displays submitted the lowest responsible bid for providing the requested services for the Project. City staff recommends that the City enter into a services agreement with Multimedia LED Dynamic Displays to complete the requested services.

### FISCAL IMPACT:

The City Council allocated \$80,000 during the 2013-2014 Budget Session to replace the existing scoreboard system. The low bid is for \$127,035.98, plus a 10% contingency. If the Council approves this item, an additional \$59,740 will need to be allocated to complete the project. This allocation will have to be appropriated from the City's reserves since the \$80,000 CIP allocation is insufficient, This is a necessary and special purpose item which

justifies the allocation expense from reserves. The City's participates in competitive water polo and swim meets. Without a scoreboard the City cannot use the Villa Aquatics Center for competitive events.


**RELATIONSHIP TO STRATEGIC GOALS:**

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

Recommended by:

  
Scott Wasserman  
Parks and Recreation Director


Respectfully submitted,

  
Jorge Rifa  
City Administrator

Reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Resolution
2. List of bids

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA APPROVING A SERVICES AGREEMENT WITH MULTIMEDIA LED DYNAMIC DISPLAYS FOR THE BRENDA VILLA AQUATIC CENTER SCOREBOARD

WHEREAS, the City Council allocated \$80,000 during the 2013-2014 Budget Session to replace the existing scoreboard system at the Brenda Villa Aquatics Center; and

WHEREAS, due to the specialized requirements needed for the System to adhere to the existing control timer pads, City staff solicited and received three informal bids from the following companies:

Multimedia LED Dynamic Displays	\$ 127,035.98 plus 10% contingency
Colorado Timing Systems	\$ 140,784.11 plus 10% contingency
Daktronics	\$ 245,170.60 plus 10% contingency

WHEREAS, after careful examination and consideration, City Staff has found that Multimedia LED Dynamic Displays submitted the lowest responsible bid. Therefore, staff recommends that the City enter into a services agreement with Multimedia LED Dynamic Displays to complete the requested services.

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

Section 1. The Services Agreement between the City of Commerce and Multimedia LED Dynamic Displays is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

**THIS AGREEMENT** (the "Agreement") entered into this \_\_\_\_, day of May 2014 (the "Effective Date") is by and between Multimedia LED Dynamic Displays ("Consultant") and the City of Commerce, a municipal corporation (the "City").

### **RECITALS**

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

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

### **AGREEMENT**

1. **Scope of Services and Schedule of Performance.**

Consultant shall perform the services (the "Services") set forth in Exhibit A, which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.

2. **Term.**

Except as otherwise provided by Section 20 hereof, the term of this Agreement shall be for a period commencing on the Effective Date and shall continue until the Services to be provided are completed or until the City provides notice that it no longer requires such Services.

3. **Compensation.**

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

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

4. **Financial Records.**

Consultant shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible. Consultant shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make

transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel.

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

7. Responsible Principal and Project Manager.

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

8. City Liaison.

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

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

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

14. Confidentiality.

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the City of such need for disclosure; and (2) compliance with any court order

or other government directive or requirement, but only after Consultant notifies the City of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

15. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, City or percentage from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right, among other available legal remedies, to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Conflict of Interest.

Consultant covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its

compliance with the Political Reform Act (Government Code § 81000, *et seq.*) and all other laws, respecting this Agreement and that no Services shall be performed by either an employee or agent of Consultant, who has a conflict relating to the City or the performance of Services on behalf of the City.

19. Other Agreements.

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

20. Termination.

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

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

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

21. Waiver of Breach.

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the City Administrator and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to the City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of Consultant to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

22. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or



otherwise transferred by Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

23. Arbitration.

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

24. Attorneys' Fees.

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

25. Notices.

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

For the City:

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

For Consultant:

Multimedia LED Dynamic Displays  
4255 Prado Road, Suite 108  
Corona, CA 92880  
Attn: Alex Birner, Project Manager

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

26. Governing Law.

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to

be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

27. Severability.

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

28. No Construction of Agreement against any Party.

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

29. Entire Agreement and Amendments to Agreement.

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

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

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

31. Counterpart Signatures.

This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

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

**CITY OF COMMERCE**

DATED: May \_\_\_, 2014

By: \_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway, City Clerk

**CONSULTANT**

DATED: May \_\_\_, 2014

By: \_\_\_\_\_  
Alex Birner, Project Manager

**APPROVED AS TO FORM**

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



4225 Prado Road Suite 108  
Corona, CA 92880

www.multimedialed.com

Leading manufacturer of LED products for over 25 years

**Display Proposal**  
Brenda Villa

**PROVIDED TO:** Department of Parks & Recreation  
City of Commerce  
5600 Harbor Street  
Commerce, CA 90040

**DATE:** 3/27/2014  
**QUOTE NUMBER:** CAG12E710.4.13  
**QUOTE VALID FOR:** 14 days  
**QUOTE PROVIDED BY:** Alex Birner  
abirner@multimedialed.com  
(708) 824-7637 (C)  
(951) 280-7577 (W)

**DISPLAY FEATURES**

SIGN INFORMATION	
SIGN MODEL: 12mmE7	
PITCH (mm): 12.7	
Width	Height
DISPLAY PIXEL MATRIX: (per face): 352	208
DISPLAY SIZE (per face): 14 ft 8 in	8 ft 8 in
CABINET SIZE (per face): 14 ft 8.5 in	8 ft 8.4 in
Depth - not including mounting or cooling (Inches): 12.00	
Display Modules (per face): 11	13
Total LEDs (per face): 128128	
COLOR CAPABILITIES: 4.4 Trillion RGB Colors	
QUANTITY OF DISPLAYS: 1	
# OF FACES PER DISPLAY: 1	
# CABINETS PER DISPLAY: 1	
TOTAL MODULES PER DISPLAY: 143	
LEDS PER SQUARE FOOT: 1006	

Item	Description	Included Options	Item	Quantity
	On-Site Tech Support (during setup): Up to 1 Day(s)			
	Warranty <sup>2</sup> : Parts only (2 year)			
	Spare Parts Kit: Included			
	Cabinet Type: Aluminum Rib - Front access			
	Front Service	Black, Semi-gloss		
	Communication Option: MM Provided Fiber > 800'			
	Software Option: Flyer Pro 3			
	PCs: Qty 1, Standard PC			
	Controller: IOI			
	Live Video Processor: None			
	Cooling Standard Axial Fans			
	Data Run: 300 Feet			
	Installation/power/wiring: Included			
	Shipping: FOB destination (rate subj. to change for on fuel surcharges, etc. at time of ship.)			

**DISPLAY TOTAL USD: \$ 72,462.90**

Item	Qty	\$ Each	\$ Total (this option)
Additional Options			
Colorado Timing System	1	\$	41,159.00
Professional Engineering	1	\$	3,000.00
Sales Tax 9.5%	1	\$	10,414.08

**PROJECT TOTAL USD: \$ 127,035.98**

**TERMS OF PAYMENT:** 50% down payment due with signed Quotation, 40% prior to shipment, 10% payable within 30 days following shipment.  
No refunds of deposits or progress payments will be made if project is canceled by the Customer.  
Signed acceptance of this quote indicates acceptance of terms, conditions, and pricing, and indicates approval to proceed with project development. Production will not begin without a signed Quotation and any deposits indicated above. If changes to this offer are needed, please request a revised quotation.  
**This quote INCLUDES as indicated above:** Display modules and electronics; front end control system and player software; eVidia sign management software; interface to mounting structure.  
**This quote EXCLUDES unless indicated above:** Trim or decorative cabinet, mounting structure, catwalks, foundation, permitting, taxes, licensed engineering work and fees, internet access, labor for fiber optic termination (if needed).  
<sup>1</sup>"Other Information" specifications and all specific 3rd party part/model #s are subject to change without notice  
<sup>2</sup>**WARRANTY NOTES:** Labor warranty if provided includes technical and phone support by a qualified technician during normal business hours for the length of time shown. Labor warranty does not include travel, expenses, access to the display (lifts, etc.) or required union labor.  
Completed products stored at the Seller's site more than 30 calendar days after completion will be subject to a storage fee equal to .05% of the value of the product per month.

<b>CUSTOMER ACCEPTANCE:</b>	<b>DATE:</b>

March 27, 2014

*Via eMail*

**TO:** City of Commerce  
Department of Parks & Recreation  
5600 Harbor Street  
Commerce, CA 90040

**FROM:** Alex Birner, MMLED  
Operations Manager  
[abirner@multimedialed.com](mailto:abirner@multimedialed.com)  
(951)280-7577

**SUBJECT:** Brenda Villa Aquatic Center Signage

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Thank you for the opportunity to provide a solution for the Aquatic center signage and timing needs. I have attached a quote for a high resolution full color LED display in a HD 16:9 format for your review. The display shown is a full video monitor with excellent viewing angles for all observers in and around the pool. Please see MMLED.Commerce.Features.pdf for the features designed specifically for the harsh environment of the Brenda Villa Aquatic Center.

As discussed earlier our system is integrated with the Colorado Timing Systems Display Link Computer. The quote attached includes installation, professional engineering, shipping, and installation. The quote does not include any permitting that may be required. MMLED has worked with Colorado Timing to provide a turnkey package please see attached Quote and estimated timeline of build. The proposal for the Colorado Timing System has also been attached.

## **Multimedia LED Display Features**

- Conformal Coated Cosel power supplies 600w 3.3v Red & 5v Blue & Green
- All Electronics are conformal coated (protects against chlorine & moisture)
- All (Red, Green, & Blue) LEDs manufactured by Nichia LED
- Signage includes built in diagnostic and sign health feedback software
- Underwriters Laboratory (UL) inspection & certification required
- Powder coated finish in black (chemical resistant coating that resists fading/chipping)
- Full video graphics processor (Dell windows 7 PC Optiplex with RAID 1 Hard Drives)
- Self contained processor/controller
- Sign scheduling software (set sign to turn off at night automatically)
- Remote access to Controller via internet
- Provide personnel for onsite set-up and installation supervision for 2 days (expenses included)
- Forced air cooling (High velocity fan) independent of building HVAC
- 12mm pixel pitch (16:9 format ratio)
- Cabinet and Mounting frame included
- Included 2 year parts warranty



1551 E 11<sup>th</sup> Street, Loveland, CO 80537 USA • +1(970)667-1000 • (800)279-0111 • +1(970)667-5876(fax)  
[www.coloradotime.com](http://www.coloradotime.com)

March 18, 2014

Alex Birner  
 RE: City of Commerce  
 Customer no. 013946

Dear Rachel,

The following is the price quotation you requested. We are pleased that you have considered Colorado Time Systems to be a part of your team. CTS has been the leader in sports timing for over 40 years, and is the only aquatic sports timing equipment vendor whose products are listed for use in a pool environment by Underwriters Laboratories, Inc. to the United States and Canadian safety standards.

Colorado Time Systems also offers a wide range of multi-sport scoreboards tailored to fit your needs – and your budget. If you have any questions or comments, please call me at (949)751-9655 or e-mail [andrewp@coloradotime.com](mailto:andrewp@coloradotime.com). For general sales assistance, please call (800)279-0111, option 2. Look for us online at <http://www.coloradotime.com>.

**10 LANE OTTER SCOREBOARD**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	ML-2300	<b>10 Lane Swim Otter Scoreboard</b>	<b>\$15,700</b>

Each scoreboard is fully enclosed in one cabinet and is light-weight for easy mounting or for use with a portable caddy (sold separately). Available in Red or Amber.

*Specifications:*

- Approximate Dimensions: 7'-0" x 4'-0" x 4-1/4" (h/w/d)
- Approximate Weight: 80 lbs (36.29 kg)
- Displays Lane/Place/Time for Lanes 1-10 in 5" LED Digits
- Displays Event/Heat in 5" LED Digit
- Power: 115 VAC – 230 VAC, 50/60 Hz, 240 W, 10' power cord with NEMA 5-15R plug

**WATER POLO OTTER SCOREBOARD**

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	WPO-2	<b>Water Polo Otter Scoreboard</b>

Each scoreboard is fully enclosed in one cabinet and is light-weight for easy mounting or for use with a portable caddy (sold separately). Available in Red or Amber.

*Specifications:*

- Approximate Dimensions: 4'-8" x 4'-0" x 4-1/4" (h/w/d)
- Approximate Weight: 60 lbs (27.22 kg)
- Displays Home/Guest Scores, Time, Period, TOL, Shot Time and (1) Line of Exclusions (Player/Time) in 5" LED Digits
- Power: 115 VAC – 230 VAC, 50/60 Hz

**TIMING EQUIPMENT:**

***CABLE HARNESS***

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	CH41-10	Ten lane cable harness	<b>\$550</b>
1	CH41-10-3	Backup ten lane cable harness (buttons B and C)	<b>\$550</b>

***TIMING ACCESSORIES***

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
15	PB-6	Additional Push-Buttons for lane timing	<b>\$784</b>

***START SYSTEM & ACCESSORIES***

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	SS	Champion series start system with wired microphone, volume control on each microphone input, external connections for additional strobe lights, LED battery indication light, AC/DC power capabilities and an external 360° strobe. Tripod or table top options.
1	TR-3	Tripod for the Champ and Infinity series start systems
1	SJ-50	Fifty foot jumper cable

**START SYSTEM PACKAGE - TOTAL PRICE: \$1,475**

***PACE CLOCK***

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
2	PCW-STANDARD-R	Pace Clock - Basic Wireless Specifications: <ul style="list-style-type: none"><li>• 4-Digit Pace Clock</li><li>• 10" Red Digits – Viewable up to 400 feet</li><li>• High Intensity LED – Indoor/Outdoor</li><li>• Gray Powder Coat Finish</li><li>• "Splash-Proof" Protective Lens</li><li>• Feet and handle</li></ul> Functions: <ul style="list-style-type: none"><li>• Free running pace clock</li><li>• Synchronize multiple units</li></ul>	<b>\$2,000</b>
2	WMK	Wall mount kit, Pace Clock Basic	<b>Included</b>

***DECK CLOCK / SHOT CLOCK***

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1 pair	DC-1500	Deck Clock / Shot Clock can be used as a game/shot clock or set to pace in a time of day clock. Available in Red, Amber or Multicolor	<b>\$2,850</b>

*Features:*



- Enclosure is water and sun resistant and corrosion free
- Pace in Hours, Minutes and Seconds
- Can be used with the Wireless Table Top or Handheld Controllers or with the System 6 Sports Timer
- Built-In horn for both game and shot tones

*Specifications:*

- Approximate Dimensions: 32" x 18.5" x 12" (h/w/d)
- Approximate Weight: 30lbs each
- Display Game/Time of Day in 5" LED Digits (top)
- Displays Shot/Pacing in 10" LED Digits (Bottom)
- Power: Battery or 120/240 VAC, autosensing low battery indicator

**HANDHELD SCOREBOARD CONTROLLER:**

1	WHC-1	2.4GHz Wireless Handheld Controller, operating distance of up to 1,000ft.	<b>\$250</b>
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**TABLE TOP SCOREBOARD CONTROLLER:**

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	WTTC-1	2.4GHz Wireless Table Top Controller, operating distance of up to 1,000ft and will last up to 24 hours between recharges.
1	WA-2	Wireless Scoreboard & Shot/Deck Clock Adapter

**TABLE TOP CONTROLLER + ADAPTER - TOTAL PRICE: \$1,100**

**TIMING SYSTEM**

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	SYS6	System 6 Sports Timer  <i>Hardware:</i> Multi-sport computer console, swim keyboard insert and swimming and diving software, backlit full-color 10.4" LCD display, USB drive for software upgrades; unlimited race storage, external mouse and keyboard port, back-up rechargeable system, and built-in start input.  <i>Software:</i> Swimming and diving software included, stored lap & cumulative splits, display of lap and cumulative splits to matrix displays, 12 lane competitive timing, back-up timing (software only), unlimited "meet memory", relay judging software, and direct scoreboard use.
1	SYS6-WP	Water Polo software with overlay for the System 6
1	R-5000-0321	System 6 Timing System carrying case
1	HWPS-110	Water Polo Horn (110V)

**TIMING SYSTEM - TOTAL PACKAGE PRICE: \$4,000**

**WALL PLATE**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	WLPA	Wall plate, Basic Timing, Aluminum (data only)	\$400

**TIMING INTERFACE**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	CD-CNTRL-6	Custom timer interface to Multimedia Video Display	\$8,500

**TOTAL PRICE - EQUIPMENT: \$38,159 =>**

**Sales Tax, City of Commerce, CA (9.5%): \$3,625.11 <**

**Shipping: \$3,000**

**INSTALLATION**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	INSTALL	Installation/Supervision/Training	\$3,000 ←

*Installation Agreement must be signed and returned upon order*

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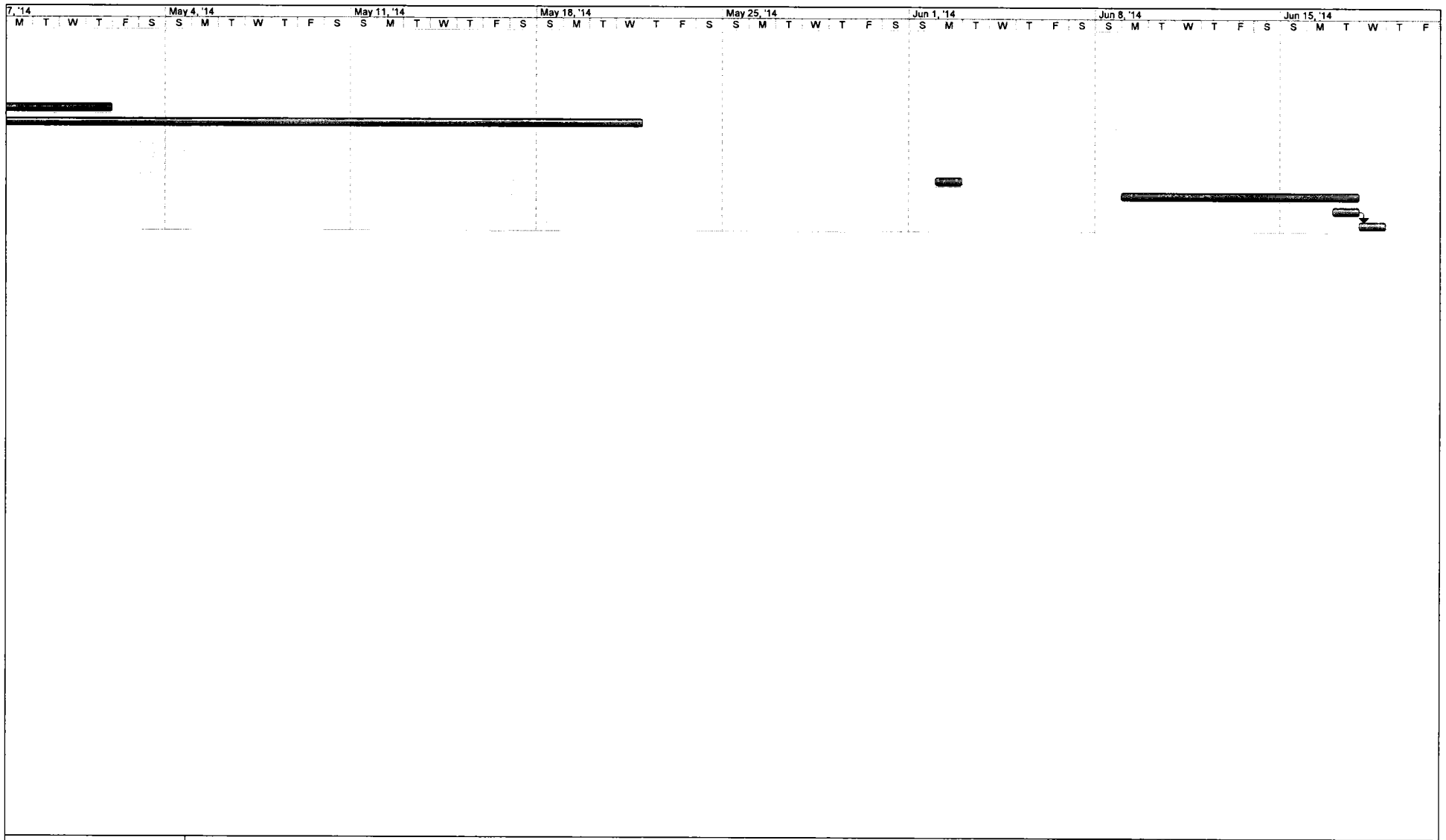
<b>TERMS:</b>	Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. All returns are subject to a 25% restocking fee.
<b>WARRANTY:</b>	2 Year limited Warranty (1 year on Dolphin Systems)
<b>DELIVERY:</b>	4 to 6 weeks after receipt of order; 10 to 14 weeks on CDS displays.
<b>TAXES:</b>	<b>If Purchaser is tax-exempt or purchasing for resale, a copy of purchaser's tax-exempt certificate shall be required at time of order. If purchaser's tax-exempt certificate is not available purchaser shall be charged all appropriate tax.</b>
<b>NOTE:</b>	Price quotations valid for 30 days.

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Best Regards,  
*Andrew Priest*  
 Andrew Priest  
 Sales Representative

AP/pd

ID	Task Name	Duration	Start	Finish	Predecessors	Mar 30, '14							Apr 6, '14							Apr 13, '14							Apr 20, '14							Apr 27, '14				
						W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1																																						
2	PO Received	1 day?	Mon 4/7/14	Mon 4/7/14																																		
3	Deposit Received	1 day?	Mon 4/14/14	Mon 4/14/14																																		
4	LEDs Ordered	1 day?	Mon 4/14/14	Mon 4/14/14																																		
5	Colorado Timing System Ordered	1 day?	Mon 4/14/14	Mon 4/14/14																																		
6	Engineering & Design	14 days	Mon 4/14/14	Thu 5/1/14																																		
7	Fabrication of LED Cabinet	23 days	Mon 4/21/14	Wed 5/21/14																																		
8	Removal of Old Signs	1 day?	Wed 4/23/14	Wed 4/23/14																																		
9	Inspection of Mounts	1 day?	Wed 4/23/14	Wed 4/23/14																																		
10	Submit New mount design to PE	1 day?	Fri 4/25/14	Fri 4/25/14																																		
11	LEDs Received	1 day?	Mon 6/2/14	Mon 6/2/14																																		
12	Colorado Timing Install Onsite	7 days	Mon 6/9/14	Tue 6/17/14																																		
13	MMLLED To install Video Display	1 day?	Tue 6/17/14	Tue 6/17/14																																		
14	Training of MMLLED System	1 day?	Wed 6/18/14	Wed 6/18/14	13																																	



Project: Brenda Villa Timeline  
 Date: Thu 3/27/14

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

**ATTACHMENT A**  
**INSTALLATION RESPONSIBILITIES CHECKLIST: OUTDOOR**

<b>Responsible Party:</b>		<b>Description</b>
Daktronics	Customer	
<b>X</b>		1. Technician to check DVN signal connections and shot clock signal connections and train customer on operation of the All Sport Control Console and download the Show Control software onto the supplied computer and conduct basic review of complete system.



1551 E 11<sup>th</sup> Street, Loveland, CO 80537 USA  
(970)667-1000 • (800)279-0111 • (970)667-5876(fax)  
[www.coloradotime.com](http://www.coloradotime.com)

October 29, 2013

Bob Contreras  
City of Commerce  
Customer # 013946

Dear Bob:

The following is the price quotation you requested. We are pleased that you have considered Colorado Time Systems to be a part of your team. CTS has been the leader in sports timing for over 30 years and is the only aquatic sports timing equipment vendor whose products are listed for use in a pool environment by Underwriters Laboratories, Inc. to the United States and Canadian safety standards.

Colorado Display Systems, a division of CTS, offers a wide range of multi-sport scoreboards tailored to fit your needs – and your budget. If you have any questions or comments, please call me at 949-751-9655 or e-mail me at [andrewp@coloradotime.com](mailto:andrewp@coloradotime.com). Look for us on the World Wide Web: <http://www.coloradotime.com> for aquatics and <http://www.coloradodisplay.com> for multi sports.

### **OPTION 1**

#### **SCOREBOARD – FULL COLOR, INDOOR, VIDEO CAPABLE DISPLAY**

*Specifications:*

- Display shall include: Full matrix LED scoreboard with computer controller and data/fiber cable up to 500'.
- Display shall be a full color LED matrix display. Display shall be comprised of SMD LEDs to form pixels. Display shall be capable of 68 billion shades of color.
- Display should be capable of 12-bit video processing, refresh rate of 960Hz, 16 levels of dimming capability and allow for Gamma correction. Display intensity shall be adjustable between 200-2000 NITS
- Display shall have viewing angles of 150° horizontal and 150° vertical.
- Exact cabinet dimension, detailed drawings and weight will be provided with submittals.
- Operating temperature shall be -10°C - 60°C (14°F - 140°F) for indoor boards, and -10°C - 60°C (14°F - 140°F) for outdoor boards.
- Humidity tolerance shall be 0%-95%.
- Display shall have 12.7 mm pixel spacing center to center.
- Must be compatible with CTS competitive timing system.

**CDS12.7M216x384**

**\$80,000**

**Description**

- Indoor full color board
- Approximate active area 16ft wide by 9 ft tall
- Will display 18 lines of 5.5 in character 38 characters wide

+

**SHIPPING & TAXATION**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	ZSHIP	Estimated cost for ground shipping from Colorado Time Systems to destination.	\$6,000
1	TAX	9.5% Sales tax, Commerce, California	\$7,600

**INSTALLATION**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	INSTALL	Installation/Supervision/Training	\$3,500

**Installation Agreement must be signed and returned upon order**

**OPTION 2**

**SCOREBOARD – FULL COLOR, INDOOR, VIDEO CAPABLE DISPLAY**

*Specifications:*

- Display shall include: Full matrix LED scoreboard with computer controller and data/fiber cable up to 500’.
- Display shall be a full color LED matrix display. Display shall be comprised of SMD LEDs to form pixels. Display shall be capable of 68 billion shades of color.
- Display should be capable of 12-bit video processing, refresh rate of 960Hz, 16 levels of dimming capability and allow for Gamma correction. Display intensity shall be adjustable between 200-2000 NITS
- Display shall have viewing angles of 150° horizontal and 150° vertical.
- Exact cabinet dimension, detailed drawings and weight will be provided with submittals.
- Operating temperature shall be -10°C - 60°C (14°F - 140°F) for indoor boards, and -10°C - 60°C (14°F - 140°F) for outdoor boards.
- Humidity tolerance shall be 0%-95%.
- Display shall have 12.7 mm pixel spacing center to center.
- Must be compatible with CTS competitive timing system.

**CDS12.7M216X384**

**Description**

- Indoor, full color, video capable display,
- Approximate active area 16ft wide by 9 ft tall
- Will display 18 lines of 5.5 in character 38 characters wide

**CUSTOM SCOREBOARD- SWIMMING**

<u>Qty</u>	<u>Model</u>	<u>Description</u>
5	C5P2S	Two-Line Red LED Scoreboard : 5 inch digits <i>Displays Lane/Place/Time – Top Line &amp; Bottom Line</i>
1	C5P1S	Two-Line Red LED Scoreboard: 5 inch digits <i>Displays Event/Heat – Top Line</i> <i>Displays Lane/Place/Time – Bottom Line</i>

**NOTES: WILL DISPLAY LANES 1-10 WITH EVENT HEAT FOR SWIMMING**

**CUSTOM SCOREBOARD- WATER POLO**

<u>Qty</u>	<u>Model</u>	<u>Description</u>
5	C5P3S	Two-Line Red LED Scoreboard: 5 inch digits <i>Displays Per/Shot – Top Line</i> <i>Displays Score/Game Time - Bottom Line</i>

**NOTES: CUSTOM FOR WATER POLO**

**OPTION 2 TOTAL PRICE \$93,000**

**+**

**SHIPPING & TAXATION**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	ZSHIP	Estimated cost for ground shipping from Colorado Time Systems to destination.	\$6,500
1	TAX	9.5% Sales tax, Commerce, California	\$8,835

**INSTALLATION**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	INSTALL	Installation/Supervision/Training	\$3,500

**Installation Agreement must be signed and returned upon order**

**NOTE: If you are interfacing Hy-Tek Meet Manager with your matrix display, the "Alpha Scoreboard INTERFACE to Display Names/Results" option needs to be purchased through Hy-Tek (<http://www.hy-tekLtd.com/index.html>).**



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<b>TERMS:</b>	Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. All returns are subject to a 25% restocking fee.
<b>WARRANTY:</b>	5 year parts warranty
<b>DELIVERY:</b>	Scoreboards 10 to 14 weeks.
<b>TAXES:</b>	<b>If Purchaser is tax exempt or purchasing for resale, a copy of purchaser's tax-exempt certificate shall be required at time of order. If purchaser's tax-exempt certificate is not available purchaser shall be charged all appropriate tax.</b>
<b>NOTE:</b>	Price quotations valid for 30 days.

---

Best Regards,

*Andrew Priest*

Sales Representative  
AP/KMC

---

**TERMS:** Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. All returns are subject to a 25% restocking fee.

**WARRANTY:** 5 year parts warranty

**DELIVERY:** Scoreboards 10 to 14 weeks.

**TAXES:** **If Purchaser is tax exempt or purchasing for resale, a copy of purchaser's tax-exempt certificate shall be required at time of order. If purchaser's tax-exempt certificate is not available purchaser shall be charged all appropriate tax.**

**NOTE:** Price quotations valid for 30 days.

---

Best Regards,

*Andrew Priest*

Sales Representative  
AP/KMC

## Quote # 500747-3 Rev 1

City of Commerce  
 Kevin Larsen  
 2535 Commerce Way  
 Commerce, CA USA 90040-0000  
 Phone: (323) 722-4805  
 Fax: (323) 838-4264  
 Email: kevinl@ci.commerce.ca.us

17/Oct/2013  
 Quote valid for: 90 days  
 Terms: To Be Determined - based on credit review  
 FOB: DAKTRONICS  
 Delivery: Call for production time

Reference: Brenda Villa Aquatics Center –

**MAIN QUOTE: Timing Equipment, One fixed digit Multi-Sport Board and One DVN Live Video Display**

**ALTERNATE QUOTE: Timing Equipment and Two Individual DVN Live Video Displays**

Item No.	Model	Description	Qty	Price
1	<b>OM2120R6 Aquatics</b>	<b>OmniSport 2000 Ethernet timing console. Programmed for swimming, diving, water polo, and pace clock. Includes radio transmitter for wireless communication to numeric scoreboard.</b>	2	<b>\$143,150.00</b>
	EN-1866	OmniSport 2000 Carrying Case	2	
	A-3325	Omni 2000 Pro Swim software	1	
	Network connection kit; Switch	5 port gigabit switch with network cables	2	
	0A-1056-0146	Individual Above Deck Lane Module	11	
	0A-1056-0155	Backup pushbutton; 5ft (1.52m) cable	33	
	HS-200	HS-200; includes wired microphone, 15ft (4.57m) mic extension and 30ft (9.14m) molded start cable	1	
	0A-1056-0129	HS200/200R Backstroke flag pole mounting bracket	1	
	0F-1056-0030	40 Watt Auxiliary Speaker. Includes Backstroke Flagpole Mounting Bracket.	1	
	0A-1056-0154	Speaker Extension Cable; 125ft (38.1m)	1	
	PC-2001-21	Outdoor Multi-Purpose Training Timer/Water Polo Shot Clock	1	
	Radio Receiver	Frequency of 2.4 GHz (for PC-2001)	2	
	0A-1166-0003	Hand-held Clock Start/Stop/Horn	1	
	0A-1196-0031	Shot Clock Start/Reset Switch	1	
	0A-1240-1032	Stand alone water polo horn	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	SW-2220-11	Ten Line Outdoor Multi-Sport Aquatics Scoreboard; horizontal format Digit Type: PANAVIEW Weight: Unpackaged 490 lbs per display; Packaged 746 lbs per display	1	
	SW-2006-11	Outdoor Event/Heat Display Module	1	

Quote # 500747-3 Rev 1

	Digit Type:	PANAVIEW	
	Weight:	Unpackaged 45 lbs per display; Packaged 64 lbs per display	
ID_14x108_I	14" x 9' Non-Illuminated Facility Identifications/Sponser Panel. Includes panel decoration. Weight: Packaged 42 lbs per display		1
Radio Receiver	Frequency of 2.4 GHz		1
Wire Outdoor 8 Conductor W-1467	24 AWG CAT 5E Twisted Pair Shielded Cable (Per Foot)		500
0A-1177-1029	Outdoor J-box, 2"x4" with RJ-45 Ethernet connection		4
DVN-601-10MN-WS-MC-256x448-120BU-LT-MR-CNTRLRM-None	LED Video Display W/ Coated Digits  Matrix: 256 lines by 448 columns Line Spacing: 10mm LED Color: RGB- Cabinet Dimensions: 8' 7" H X 14' 10" W X 0' 6" D (Approx. Dimensions) Max Power: 6308 watts/display Weight: Unpackaged 896 lbs per display; Packaged 1632 lbs per display		1
Technician - 1900			2
Daktronics System Installation Drawings >100	Attachment support system drawings		1
Daktronics System Electrical Drawings >100	Power and control system drawings		1
Control-1 video input	Standard Definition; 1 video input		1
W-2121	Fiber Optic Cable; 50 µm Multimode; 4 Fiber with non-terminated ends		300
2	<b>Taxes</b>	<b>Taxes 8% (subject to change at time of shipping - based on "Ship To" location)(does not include options)</b>	1 \$11,452.00
3	<b>FREIGHT</b>	<b>Shipping to site (does not include options)</b>	1 \$3,292.00
<i>Services</i>			
4	<b>G2C2-W</b>	<b>Two Year Warranty - Parts Coverage - G2G2 for the aquatic equipment.</b>	1
5	<b>G1C1-W</b>	<b>One Year Warranty - Parts Coverage - G1G1 for the DVN display</b>	1
	Standard Video with SCS One-on-One Webinar Training		1

<b>Total Price Including Sales Tax: \$157,894.00</b>
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**Options**

*Please contact your sales representative for additional information*

<b>T7060</b>	<b>60" x 22" T7000 Series Stainless Steel Touchpad; Includes Gutter Mount Bracket (pick appropriate size)</b>	<b>11</b>	<b>\$9,625.00</b>
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Quote # 500747-3 Rev 1

T7078	78" x 22" T7000 Series Stainless Steel Touchpad; Includes Gutter Mount Bracket (pick appropriate size)	11	\$11,550.00
0A-1040-0052	Domestic Touchpad Storage Cart; Holds up to ten T6060 or T6078 Touchpads	2	\$1,700.00

Alternate Equipment: 1

Item No.	Model	Description	Qty	Price
1	OM2120R6 Aquatics	<b>OmniSport 2000 Ethernet timing console. Programmed for swimming, diving, water polo, and pace clock. Includes radio transmitter for wireless communication to numeric scoreboard.</b>	2	\$223,595.00
	EN-1866	OmniSport 2000 Carrying Case	2	
	A-3325	Omni 2000 Pro Swim software	1	
	Network connection kit; Switch	5 port gigabit switch with network cables	2	
	0A-1056-0146	Individual Above Deck Lane Module	11	
	0A-1056-0155	Backup pushbutton; 5ft (1.52m) cable	33	
	HS-200	HS-200; includes wired microphone, 15ft (4.57m) mic extension and 30ft (9.14m) molded start cable	1	
	0A-1056-0129	HS200/200R Backstroke flag pole mounting bracket	1	
	0F-1056-0030	40 Watt Auxiliary Speaker. Includes Backstroke Flagpole Mounting Bracket.	1	
	0A-1056-0154	Speaker Extension Cable; 125ft (38.1m)	1	
	PC-2001-21	Outdoor Multi-Purpose Training Timer/Water Polo Shot Clock	1	
	Radio Receiver	Frequency of 2.4 GHz (for 2001's)	2	
	0A-1166-0003	Hand-held Clock Start/Stop/Horn	1	
	0A-1196-0031	Shot Clock Start/Reset Switch	1	
	0A-1240-1032	Horn Drive Enclosure, 10 amps max, outdoor+	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	Wire Outdoor 8 Conductor W-1467	24 AWG CAT 5E Twisted Pair Shielded Cable (Per Foot)	500	
	0A-1177-1029	Outdoor J-box, 2"x4" with RJ-45 Ethernet connection	4	
	DVN-601-10MN-WS-MC-256x448-120BU-LT-MR-CNTLRM-None	LED Video Display W/ Coated Digits	2	
		Matrix: 256 lines by 448 columns		
		Line Spacing: 10mm		
		LED Color: RGB-		
		Cabinet Dimensions: 8' 7" H X 14' 10" W X 0' 6" D (Approx. Dimensions)		
		Max Power: 6308 watts/display		
		Weight: Unpackaged 896 lbs per display; Packaged 1632 lbs per display		
	Technician - 1900		4	
	Daktronics System Installation Drawings >100	Attachment support system drawings	1	

**Quote # 500747-3 Rev 1**

	Daktronics System Electrical Drawings >100	Power and control system drawings	1	
	Control-1 video input	Standard Definition; 1 video input	1	
	Control-1 video input	Standard Definition; 1 video input	1	
	W-2121	Fiber Optic Cable; 50 µm Multimode; 4 Fiber with non-terminated ends	600	
<b>2</b>	<b>Taxes</b>	<b>Taxes 8% (subject to change at time of shipping - based on "Ship To" location)(does not include options)</b>	<b>1</b>	<b>\$17,887.60</b>
<b>3</b>	<b>FREIGHT</b>	<b>Shipping to site - Independent Carrier (does not include optional items).</b>	<b>1</b>	<b>\$3,688.00</b>
<i>Services</i>				
<b>4</b>	<b>G2C2-W</b>	<b>Two Year Warranty - Parts Coverage - G2G2 for aquatic equipment.</b>	<b>1</b>	
<b>5</b>	<b>G1C1-W</b>	<b>One Year Warranty - Parts Coverage - G1G1 for the DVN display.</b>	<b>1</b>	
	Standard Video with SCS One-on-One Webinar Training		1	

<b>Total Price Including Sales Tax: \$245,170.60</b>
--

**Options**

*Please contact your sales representative for additional information*

<b>T7060</b>	<b>60" x 22" T7000 Series Stainless Steel Touchpad; Includes Gutter Mount Bracket (pick appropriate size)</b>	<b>11</b>	<b>\$9,625.00</b>
<b>T7078</b>	<b>78" x 22" T7000 Series Stainless Steel Touchpad; Includes Gutter Mount Bracket (pick appropriate size)</b>	<b>11</b>	<b>\$11,550.00</b>
<b>0A-1040-0052</b>	<b>Domestic Touchpad Storage Cart; Holds up to ten T6060 or T6078 Touchpads</b>	<b>2</b>	<b>\$1,700.00</b>

Quote # 500747-3 Rev 1

Exclusions:

- Electrical Installation
- Structure
- Power
- Technical Support/Installation Support
- Signal Conduit
- Applicable Permits
- Front End Equipment
- Physical/Mechanical Installation
- Foundation
- Hoist
- Engineering Certification
- Labor to Pull Signal Cable
- Electrical Switch Gear or Distribution Equipment

Unless expressly stated otherwise in this Quote # 500747-3 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.

Bob Fechner  
PHONE: 714-865-6040  
FAX: 605-697-4746  
EMAIL: Bob.Fechner@daktronics.com

Lori Hensley  
PHONE: 605-692-0200  
FAX: 605-697-4746  
EMAIL: Lori.Hensley@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

- SL-02375 Standard Terms and Conditions of Sale ([www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf))
- SL-02374 Standard Warranty and Limitation of Seller's Liability ([www.daktronics.com/terms\\_conditions/SL-02374.pdf](http://www.daktronics.com/terms_conditions/SL-02374.pdf))
- SL-07862 Software License Agreement ([www.daktronics.com/terms\\_conditions/SL-07862.pdf](http://www.daktronics.com/terms_conditions/SL-07862.pdf))
- SL-04116 Graphic File Standards ([www.daktronics.com/terms\\_conditions/SL-04116.pdf](http://www.daktronics.com/terms_conditions/SL-04116.pdf))

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title







## CITY OF COMMERCE AGENDA REPORT

**TO:** HONORABLE CITY COUNCIL

Item No. 19

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BY AUTHORIZING THE MAYOR OR HIS/HER DESIGNEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES.

**MEETING DATE:** MAY 20, 2014

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### **RECOMMENDATION:**

Adopt the Resolution approving participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by authorizing the Mayor or his/her designee to sign a Cooperation Agreement with the County of Los Angeles and assign the number next in order.

### **ANALYSIS:**

The City of Commerce is a participant city in the County of Los Angeles Small Cities Block Grant Program that distributes Federal Community Development Block Grant (CDBG) Funds. Each year, the City receives an allocation of funding administered by the Community Development Commission of Los Angeles County for programs and projects that benefit low to moderate-income persons. This year, the City received \$122,279 of these funds.

In order for the City of Commerce to continue participating in the CDBG Program, the County has asked that the City execute a Participating City Cooperation Agreement between the City of Commerce and the County of Los Angeles which outlines legal provisions and requirements for the City to participate in the Los Angeles Urban County CDBG Program. The agreement also provides for automatic renewal of participation in successive three-year periods, unless the County or City provides a written notice electing not to participate in a new qualifying period. The County is asking that all participating cities sign new Cooperation Agreements this year for the next Urban Qualification Period, which begins on July 1, 2015 and ends on June 30, 2018.

**FISCAL IMPACT:**

CDBG funds are Federal funds allocated to the City through the Community Development Commission of Los Angeles County. They provide an additional source of revenue to fund needed programs and reduce the impact to the General Fund.

**RELATIONSHIP TO STRATEGIC GOALS:**

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

**ALTERNATIVES:**

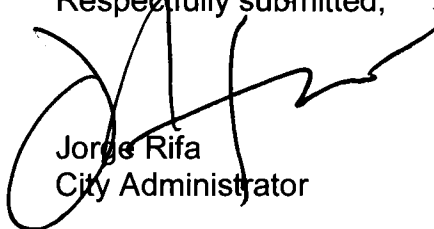
- 1. Approve staff’s recommendation
- 2. Provide staff with alternative direction

Recommended by:



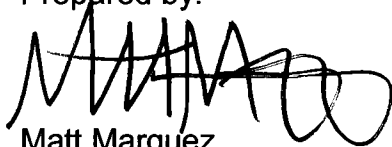
Maryam Babaki  
Director of Public Works & Development Services

Respectfully submitted,



Jorge Rifa  
City Administrator

Prepared by:



Matt Marquez  
Acting Assistant Director of Development Services

Approved as to form:



Eduardo Olivo  
City Attorney

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

**ATTACHMENTS:**

- 1. Resolution
- 2. Participating City Cooperation Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BY AUTHORIZING THE MAYOR OR HIS/HER DESIGNEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES.**

**WHEREAS**, the City of Commerce desires to continue participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the qualification period beginning July 1, 2015; and

**WHEREAS**, the City Council of the City of Commerce authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds.

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

**Section 1.** The City Council adopts and approves the County of Los Angeles Participating City Cooperation Agreement between the City of Commerce and the County of Los Angeles for the time period of July 1, 2015 through June 30, 2018 and self-renewing thereafter.

**Section 2.** The City Council authorizes the Mayor or his/her designee to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of Commerce.

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

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

**COUNTY OF LOS ANGELES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
HOME INVESTMENT PARTNERSHIPS PROGRAMS**

**PARTICIPATING CITY  
COOPERATION AGREEMENT**

This Agreement is being entered into on this        day of May 2014, to be effective on the 1<sup>st</sup> day of July 2015, by and between the City of Commerce, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Community Development Commission of the County, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30<sup>th</sup> day of June 2018. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Housing Authority of the County of Los Angeles and the Community Development Commission of the County of Los Angeles, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program and the HOME Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall commence on **July 1, 2015**, the beginning date of this new Urban County Qualification Period, which will end on **June 30, 2018**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of the first three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year

extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community development, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the County's certification required by Section 104 (b) of Title I of the Act, as amended, including the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, affirmatively furthering fair housing, Section 3 of the Housing and Urban Development Act of 1968, the Fair Housing Act, the Act, and all other applicable laws and regulations.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.

12. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.
13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
  - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
  - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
16. The City has adopted and is enforcing:
  - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
17. The City shall or shall continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- b. Establishing an ongoing drug-free awareness program to inform employees about:
  - i The dangers of drug abuse in the workplace;
  - ii The City's policy of maintaining a drug-free workplace;
  - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 17.
- d. Notifying the employee in the statement required by paragraph "a" of this Section 17 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
  - i Abide by the terms of the statement; and
  - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
  - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 17.



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Community Development Commission of the County of Los Angeles, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written

**County Counsel Certification**

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Date

COUNTY OF LOS ANGELES

CITY OF COMMERCE

By \_\_\_\_\_  
SEAN ROGAN, Executive Director  
Community Development Commission  
of the County of Los Angeles

By \_\_\_\_\_  
MAYOR OR DESIGNEE

ATTEST:

City Clerk

By \_\_\_\_\_

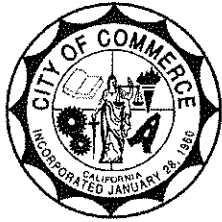
APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

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

By \_\_\_\_\_  
City Attorney



## CITY OF COMMERCE AGENDA REPORT

**TO:** HONORABLE CITY COUNCIL

Item No. 20

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING 3 NEW CONTRACTS AND APPROVING AND RATIFYING 1 AMENDMENT TO AN EXISTING CONTRACT FOR THE HOME PRESERVATION GRANT PROGRAM [PROJECT NO. 601074-13 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM]

**MEETING DATE:** MAY 20, 2014

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### **RECOMMENDATION:**

Adopt a Resolution approving items No.1 and No. 2 below, and assigning the number next in order:

1. Approves 3 new contracts for the Home Preservation Grant Program [Project No. 601074-13 Community Development Block Grant (CDBG) Program]; and..
2. Approves and ratifies 1 amendment to an existing Home Preservation Grant Program contract

### **ANALYSIS:**

The City of Commerce is a participant city in the County of Los Angeles Small Cities Block Grant Program that distributes Federal Community Development Block Grant (CDBG) Funds. Each year, the City receives an allocation of funding administered by the Community Development Commission of Los Angeles County for programs and projects that benefit low to moderate-income persons. With CDBG funds, the City has provided a variety of programs and projects over the years, which includes the Home Preservation Grant Program.

The purpose of the Home Preservation Grant Program is to assist low-moderate income households throughout the City with the repair and rehabilitation of their single-family owner-occupied home. The grant provides up to \$20,000 to conduct non-cosmetic home improvement repairs such as roofing, painting, windows and other essential items.

The selection for this Program is based on staff's review of the home improvement interest forms in the City's Program database as well as the annual windshield assessment that is conducted for every home on the Program's waiting list. The homes that are in greater need of repair and meet the Program's eligibility requirements are the first to receive assistance.

This staff report contains a recommendation of approval for two items. The first item pertains to the approval of three (3) new contracts for the Home Preservation Grant Program that is being applied to home improvements for three homes located at 1) 2109 Cowlin Avenue; 2) 2517 Gaspar Avenue; and 3) 5530 E. Mission Way. Before proceeding with the construction work at the above locations, \$1,725 of CDBG funds was expended in order to conduct lead and asbestos testing on the homes. The testing showed that lead or asbestos were detected on some of the components that will be disturbed during the rehabilitation of the homes, therefore staff began soliciting bids for the required abatement. The abatement will be conducted and a clearance report will be obtained prior to the commencement of the rehabilitation. Lead and Asbestos abatement is an eligible CDBG item, therefore CDBG funds will be used to pay for all abatement work necessary. These proposed home improvement cases involve, but are not limited to the following items: roofing, windows, exterior paint, electrical and other similar items.

The scope of work for each of these home improvement cases was sent to an approved list of contractors maintained in the City's Public Works and Development Services Department database of licensed contractors and prepared per the City's Planning and Building Department requirements and in compliance with the County of Los Angeles Community Development Block Grant Program guidelines to advertise for bids.

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

<b>CONSTRUCTION BIDS</b>			
	<b>Company Name</b>	<b>Property Address</b>	<b>Total Bid Amount</b>
1.	A-Custom Construction Co., Commerce, CA	2109 Cowlin Avenue	\$20,240.00
2.	J B Construction, Bell Gardens, CA	2517 Gaspar Avenue	\$20,885.00
3.	California Quality Coating, Downey, CA	5530 E. Mission Way	\$20,100.00
		<b>Subtotal:</b>	<b>\$61,225.00</b>

After the evaluation of all the bids received, staff respectfully recommends that three (3) contracts be awarded to the lowest bidder for a grand total of \$61,225.00 to provide Home Preservation Grant Program construction improvements.

The second item within this report is the recommendation to approve and ratify 1 amendment to an existing Home Preservation Grant Program contract.

On January 21, 2014 the City Council approved two (2) home improvement project contracts: 1) 2566 Fidelia Avenue; and 2) 4812 Leonis Street, which are currently under construction. Prior to construction, lead and asbestos were detected and abatement was conducted on the components that were disturbed during the rehabilitation of the homes. During the abatement process, property located at 2566 Fidelia Avenue required that its

surfaces be stripped in order to remove the lead contaminated painted surfaces. This process caused the exterior trim to be scraped and unpainted. Therefore, staff asked the construction contractor to conduct additional work by sealing and painting the damaged surfaces caused by the lead abatement, which were not included in the initial scope of work. Due to the rain forecasted at the time, the home also required immediate temporary patching and sealing with roof mastic prior to re-roofing the home. After the abatement was conducted, this home required immediate repairs that were not listed in the initial scope of work. Therefore, staff accepted a necessary change order in the amount of \$2,500.00. The additional work included sealing and painting exterior eaves, fascia boards rafter tails, window trim and jambs along the perimeter of the dwelling as well as temporary patching and sealing of roof perforations prior to re-roofing.

The following change order was received and being recommended by staff for Council to Approve and Ratify:

<b>AMENDMENT TO EXISTING CONTRACT</b>			
	<b>Company Name</b>	<b>Property Address</b>	<b>Amendment Amount</b>
1.	Community Builders Enterprise	2566 Fidelia Avenue	\$2,500.00
		<b>Amendment Subtotal:</b>	<b>\$2,500.00</b>

Staff respectfully recommends that one (1) amendment to an existing Home Preservation Grant Program contract be approved in the amount of \$2,500.

**FISCAL IMPACT:**

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

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

**RELATIONSHIP TO STRATEGIC GOALS:**

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

**ALTERNATIVES:**

1. Approve staff’s recommendation
2. Provide staff with alternative direction

Recommended by:



Maryam Babaki  
Director of Public Works & Development Services

Respectfully submitted,



Jorge Rifa  
City Administrator

Prepared by:



Viviana Molinar  
Community Development Assistant

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney

ATTACHMENTS:

1. Home Preservation Grant Agreements
2. Amendment to Agreement for Rehabilitation

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

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

**WHEREAS**, the City of Commerce receives Community Development Block Grant Program funding for the City's Home Preservation Grant Program (601074-13) to include home improvement activities involving, but not limited to the following items: roofing, painting, windows and other essential items; and

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

**WHEREAS**, after careful examination and evaluation of three (3) bids received, City staff determined that the lowest responsible bidder for both of the Home Improvement Grant Program cases (the "Successful Bidder") is as follows:

<b>CONSTRUCTION BIDS</b>			
	<b>Company Name</b>	<b>Property Address</b>	<b>Total Bid Amount</b>
1.	A-Custom Construction Co., Commerce, CA	2109 Cowlin Avenue	\$20,240.00
2.	J B Construction, Bell Gardens, CA	2517 Gaspar Avenue	\$20,885.00
3.	California Quality Coating, Downey, CA	5530 E. Mission Way	\$20,100.00
		<b>Subtotal:</b>	<b>\$61,225.00</b>

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

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

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

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

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

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING AND RATIFYING 1 AMENDMENT TO AN EXISTING CONTRACT FOR THE  
HOME PRESERVATION GRANT PROGRAM [PROJECT NO. 601074-13 COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM]**

**WHEREAS**, on January 21, 2014, the City Council approved two (2) Home Preservation Grant Program contracts between the homeowner(s), Community Builders Enterprise (“CONTRACTOR”) and the City of Commerce (“CITY”); and

**WHEREAS**, home improvement project located at 2566 Fidelia Avenue, Commerce, CA 90040 required immediate repairs that were not listed in the initial scope of work after lead and asbestos abatement was conducted on the dwelling; and

**WHEREAS**, staff asked the Contractor to conduct necessary additional work that included sealing and painting the damaged surfaces caused by the lead abatement as well as temporarily patching and sealing with roof mastic prior to re-roofing the home, which were not included in the initial scope of work; and

**WHEREAS**, staff accepted a change order from the Contractor in the amount of \$2,500.00; and

**WHEREAS**, the City Council desires to approve and ratify the Amendment to Agreement for Rehabilitation for property located at 2566 Fidelia Avenue, Commerce, CA 90040.

<b><i>AMENDMENT TO EXISTING CONTRACT</i></b>			
	<b>Company Name</b>	<b>Property Address</b>	<b>Amendment Amount</b>
1.	Community Builders Enterprise, Riverside, CA	2566 Fidelia Avenue	\$2,500.00
		<b>Subtotal:</b>	<b>\$2,500.00</b>

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

**Section 1.** The Amendment to Agreement for Rehabilitation for property located at 2566 Fidelia Avenue, Commerce, CA 90040 between the homeowner, Community Builders Enterprise and the City of Commerce is hereby approved and ratified.

**Section 2.** The Mayor is hereby authorized and directed on behalf of the City of Commerce to approve and ratify one (1) amendment to an existing contract for the Home Preservation Grant Program.

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

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk



## HOUSING PRESERVATION PROGRAM AGREEMENT

### CITY OF COMMERCE HOUSING PRESERVATION PROGRAM

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

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

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

Owner(s) agrees that the total estimated cost of completing all the Work is \_\_\_\_\_ **Dollars (\$0.00)** as described in Exhibit 1 (the "Contract Price") and Owner(s) understands that the City will provide the full amount of these funds in the form of a grant ("Grant") to Owner(s).

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

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

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

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

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

City of Commerce  
2535 Commerce Way  
Commerce, CA 90040  
Atte: Director of Public Works and  
Development Services

Homeowner Name  
Address Line 1  
Commerce, CA 90040

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

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

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

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

**OWNER(S)**

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

**CITY OF COMMERCE**

By: \_\_\_\_\_  
Tina Baca Del Rio  
Mayor

Attest:

\_\_\_\_\_  
Lena Shumway  
City Clerk

Approved as to form:

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

**EXHIBIT 1**

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

## AGREEMENT FOR REHABILITATION

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

### A. Scope of Work and Compensation

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

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

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

### B. Notice to Proceed

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

### C. Liquidated Damages

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

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

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

#### D. Independent Contractor

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

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

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

#### F. Licenses

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

#### G. Compliance with Laws

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

#### H. Insurance

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

#### I. Indemnification

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

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

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

#### K. Governing Law

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

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

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

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

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

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

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

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

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

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

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

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

State License No.  
Business License No.  
Federal Income Tax I.D. No.

CITY OF COMMERCE

\_\_\_\_\_  
Tina Baca Del Rio  
Mayor

Attest:

\_\_\_\_\_  
Lena Shumway  
City Clerk

Approved as to form:

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

**CITY OF COMMERCE**

**GENERAL CONDITIONS TO THE  
AGREEMENT FOR REHABILITATION**

**EXHIBIT 2**

**1. Definitions.**

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

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

1.1.1 The Agreement for Rehabilitation;

1.1.2 Exhibits (if any);

1.1.3 these General Conditions;

1.1.4 any Addendum to the General Conditions;

1.1.5 any Amendments to any of the above; and

1.1.6 Change Orders.

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

1.3 The term "Bid Proposal" means the bid proposal dated \_\_\_\_\_, 2014 submitted by the Contractor and accepted by the Owner.

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

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

1.6 The term "Day" means calendar day.

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

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

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



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

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

## **2. Contractor.**

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

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

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

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

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

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

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

#### **4. Changes in the Work.**

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

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

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

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

#### **5. Inspection of the Work.**

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

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

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

## 6. Payment.

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

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

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

6.3.1 defective Work not remedied;

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

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

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

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

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

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

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

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

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

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

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

**8. Termination of Agreement.**

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

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

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

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

**9. Excusable Delays.**

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

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

9.2 Any acts of Owner;

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

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

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

**10. Liquidated Damages for Delay.**

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

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

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

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

**11. General Guarantee and Warranty.**

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

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

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

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

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

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

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

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

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

## **13. Insurance.**

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

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

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

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

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

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

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

**14. Permits.**

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

**15. Codes.**

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

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

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

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

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

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

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

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

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

## **17. Debris.**

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



**18. Assignment.**

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

**19. Utility Services.**

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

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

**20. Occupancy.**

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

## AMENDMENT TO AGREEMENT FOR REHABILITATION

THIS AMENDMENT ("Amendment") entered into effective \_\_\_\_\_, 2014, is an amendment to the Agreement entered into effective on \_\_\_\_\_, 2014 ("Agreement"), by \_\_\_\_\_ a qualified homeowner ("HOMEOWNER"), \_\_\_\_\_ ("CONTRACTOR"), and the CITY OF COMMERCE ("CITY").

### A. Scope of Work and Compensation

In consideration of payments and agreements hereinafter mentioned to be made and performed by Property Owner and Contractor, Contractor agrees to commence and complete the work identified in the Scope of Work set forth in Exhibit 3 (the "Work"), and is attached hereto and incorporated herein by reference, for the sum of **\$0.00**. This work is in addition to the Work completed in the Agreement for **\$0.00**. Work is to be completed for the residence located at \_\_\_\_\_ **Commerce, CA 90040**. Contractor shall perform such work in compliance with the City's General Conditions, which were attached as Exhibit 2 to the Agreement. Contractor shall furnish all permits, labor, materials and supplies necessary to complete the Work in accordance with all plans and specifications. Contractor hereby agrees to commence the work within 30 consecutive days.

Owner agrees to pay Contractor, through release of funds from a grant provided by the City, upon completion of the Work and within a reasonable amount of time following receipt of an invoice, accompanied by a Material/Labor Lien release form and final permit (if applicable) from Contractor. Invoices for completed Work should be submitted to the City for processing.

### B. Notice to Proceed

As an Amendment to the previously executed Agreement, Contractor will proceed under the authority of the previously executed Notice to Proceed for the approved Scope of Work.

### C. Liquidated Damages

If Contractor fails to complete the work by the Completion Date specified in the written "Notice to Proceed," Contractor shall pay Owner liquidated damages which will be assessed and deducted from the amount owed to Contractor. The liquidated damages will begin on the fifth calendar day after the Completion Date at the rate of One Hundred Dollars and 00/100 (\$100.00) per week or any portion thereof, until the work is completed. The term "complete" shall mean the completion of all line items in the Scope of Work and receipt of final signature from the City of Commerce building inspector. The parties acknowledge that the delay in completing the Work will have a substantial detrimental impact on Owner and that it is not possible to precisely fix the damages Owner will incur. The liquidated damages specified by this section are a reasonable estimate of those damages and do not represent a penalty.

This Contract is binding for 12 months after completion of work (date Notice of Completion is recorded and/or final inspection date of the property). If during the 12-month period there are any complaints concerning the work that was performed by the Contractor, Owner is to contact the Contractor to correct such items that have been inadequately completed as specified within the Scope of Work. **The City should only be contacted if contractor fails to make the necessary correction within a reasonable time.** The City is not staffed to correct work deficiencies or to fulfill Contractor's obligations.

#### D. Independent Contractor

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

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

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

#### F. Licenses

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

#### G. Compliance with Laws

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

#### H. Insurance

Contractor shall maintain insurance and provide evidence thereof to the City prior to commencing work on the site.

#### I. Indemnification

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

J. Attorney's Fees and Costs

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

K. Governing Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COMMERCE

\_\_\_\_\_  
Tina Baca Del Rio  
Mayor

Attest:

\_\_\_\_\_  
Lena Shumway  
City Clerk

Approved as to form:

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Eduardo Olivo  
City Attorney



## CITY OF COMMERCE AGENDA REPORT

Item No. 21

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** APPROVE PLANS AND SPECIFICATIONS FOR CITY PROJECT NO. 1305 – TELEGRAPH ROAD STREET IMPROVEMENT PROJECT

**MEETING DATE:** May 20, 2014

---

### **RECOMMENDATION:**

Approve the project plans and specifications for City Project No. 1305 – Telegraph Road Street Improvement Project, and authorize the Public Works and Development Services Department to advertise for bids.

### **BACKGROUND:**

On January 28, 2010, the I-5 Consortium Cities Joint Powers Authority (“I-5 Consortium”) entered into a Memorandum of Understanding (“Grant Agreement”) with the Los Angeles County Metropolitan Transportation Authority, by which the Consortium will receive Six Million Six Hundred Forty-Five Thousand dollars (\$6,645,000) for the I-5 pre-construction mitigation project (“Project”).

On March 22, 2012, the Grant Agreement was amended to add an additional segment of the Project: Sub-Project 500, which included the rehabilitation of Telegraph Road, including portions between the Atlantic/Eastern Intersection south to the City limit of the City of Commerce.

Pursuant to the agreement, the I-5 Consortium will reimburse the City a total cost of One Million Eight Hundred Fifty Thousand dollars (\$1,850,000) for the design and engineering, public works inspection, construction management, materials acceptance and testing, and construction services.

On September 3, 2013, the City awarded the design and engineering contract to JMDiaz, Inc. entering into a professional services agreement for \$150,000. JMDiaz, Inc. completed the plans and specifications and the project is ready to be approved by the Council.

The proposed improvements include resurfacing Telegraph Road between Atlantic Boulevard and Southern City Limit (approximately 3.0 miles) with rubberized asphalt pavement, including installation of curb ramps, sidewalks, curb and gutter, 3' wide colored pervious gutter in some areas, traffic loops and striping. The project contract documents that include the plans and specifications are ready and available for bid in the Public Works and Development Services Department.

The contract documents provide for construction at night to minimize disruption to businesses and residents. A Public Workshop to discuss construction impacts is scheduled for Thursday, May 22, 2014 from 5:00 p.m. to 7:00 p.m. in the City Hall Council Chambers.

The department will advertise the project once final approval is received from the California Public Utilities Commission (CPUC) regarding the construction area within 25 feet of Union Pacific Railroad Company's crossing just north of Slauson Avenue at the most southern end of the project. If the CPUC is not timely in its final approval, the department will bid the project with the portions of the street impacted by the CPUC as an alternative or last phase of the construction.

**ALTERNATIVES:**

1. Approve staff Recommendation
2. Reject staff Recommendation
3. Provide staff with further direction

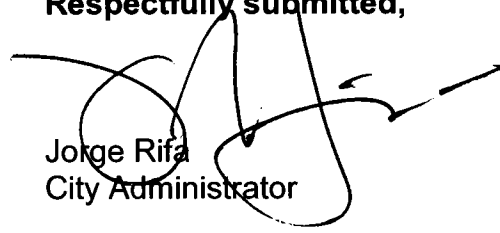
**FISCAL IMPACT:**

No fiscal impact at this time. Staff will return to Council to award the construction contract. The balances of I-5 Consortium's grant funds after design and engineering of the project which is available for reimbursement to the City is One Million Seven Hundred Thousand dollars (\$1,700,000.) This balance can be used for all cost associated with the project which includes additional design and engineering, public works inspection, construction management, materials acceptance and testing, and construction support services.

**RELATIONSHIP TO STRATEGIC GOALS:**

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

**Respectfully submitted,**



Jorge Rifa  
City Administrator

**Recommended by:**



Maryam Babaki  
Director of Public Works and Development Services

**Prepared by:**



Wendell E. Johnson  
Assistant Director of Public Works and Development Services

**Reviewed by:**



Vilko Domic  
Finance Director

**Approved as to form:**

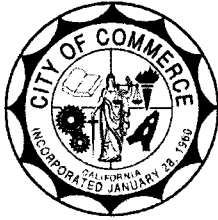


Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

None





## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 22

**FROM:** City Administrator

**SUBJECT:** Commerce I-710 LAC support for Community Alternative 7 and I-710 Corridor Master Plan

**MEETING DATE:** May 20, 2014

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### **RECOMMENDATION:**

This report transmits the recommendations of the Commerce I-710 Local Advisory Committee for the Council to continue its support of the Community Alternative 7 for analysis in the recirculation of the CalTrans I-710 EIR/EIS and to proceed with the City's participation in the I-710 Corridor Aesthetic Master Plan. Staff also recommends that Council instruct its I-710 Project Committee delegates (Leon & Robles) to vote in favor of the Council's recommendation.

### **ANALYSIS:**

On May 9th, an "informal" meeting of the Commerce I-710 Corridor LAC was convened. Committee members present were Nancy Barragan, Bob Eula, Augustine Perez, Angelo Logan and Council Liaison Joe Aguilar. The LAC reviewed the packet of information brought forward to the Council at the May 6th, 2014, by "CEHAJ" and East Yards advocating support by the City for the inclusion of Community Alternative 7 as part of the Alternatives to be studied in the re-issue/recirculation of a revised I-710 Draft EIR/EIS by CalTrans.

The release of the revised EIR/EIS is anticipated sometime later in 2014 or early 2015.

The Commerce City Council is already on record (January 29, 2013) supporting Community Alternative 7 as part of its comments on the previous version of the CalTrans Draft EIR/EIS that will be replaced by a revised document yet to be issued. The I-710 EIR/EIS Project Committee of which two Commerce policy makers are members: Councilmember Robles (representing the City); and Mayor Pro Tem Leon (representing the I-5 Freeway JPA) are scheduled to attend the meeting of the I-710 Project Committee on May 29th in Paramount.

One of the considerations to be taken up at the I-710 Project Committee will be for the Committee to support Community Alternative 7 in the reissue of the CalTrans EIR. Accordingly, should the Council support Community Alternative 7, then it needs to direct

Commerce policymakers to act on that direction. The Mayor Pro Tem acting as the I-5 delegate has the authority of the I-5 JPA Board to consider the specific impacts of the I-710 on Commerce as a member of the I-5 JPA.

I-710 Corridor Aesthetics Master Plan

The LAC also reviewed the recently completed Aesthetic Master Plan. This Plan is the conceptual framework for freeway aesthetics. In reviewing the presentation, the LAC made comments on the priority use of native vegetation and drought tolerant plants and the use of cisterns along the corridor to conserve water and irrigate plants. Although the committee recommends the Master Plan for conceptual approval, staff will reschedule this item for a Council presentation on freeway aesthetics.

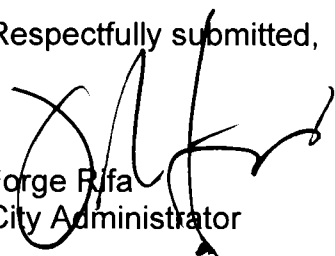
**FISCAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC GOALS:**

This item relates to Strategic Goal #3: Improve and maintain infrastructure and beautify our community.

Respectfully submitted,



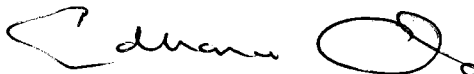
Jorge Rifa  
City Administrator

Reviewed by:



Vilko Domic  
Finance Director

Approved as to form:



Eduardo Olivo  
City Attorney

Attachments



## AGENDA REPORT

DATE: January 29, 2013

TO: HONORABLE CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, EXPRESSING SUPPORT FOR THE STUDY OF "COMMUNITY ALTERNATIVE 7" DEVELOPED BY THE COALITION FOR ENVIRONMENTAL HEALTH AND JUSTICE IN CONJUNCTION WITH COMMUNITY STAKEHOLDERS FOR THE I-710 CORRIDOR PROJECT

### RECOMMENDATION:

Approve and adopt the Resolution expressing support for the study of "Community Alternative 7" for the I-710 Corridor Expansion Project and assign the number next in order.

### MOTION:

Move to approve the recommendation.

### BACKGROUND:

On January 15, 2013, the City Council received a presentation on the "Community Alternative 7" developed by the Coalition for Environmental Health and Justice ("CEHAJ") in conjunction with community stakeholders for the I-710 Corridor expansion Project (the "Project"). The City Council expressed strong enthusiasm in support of the presentation and requested that staff bring the item back on January 22, 2013, in order for the City Council to consider taking action to express its support for Alternative 7.

City staff did not receive a copy of Alternative 7 until the time of the presentation. On January 22, 2013, staff advised the Council that because of the complexity of the Project, staff needed more time to analyze the details of Alternative 7. After considering the matter, the City Council determined that the City of Commerce should adopt a resolution that indicates the City's support for the inclusion of Alternative 7 for study and analysis as part of the recirculated Draft Environmental Impact Report/Environmental Impact Study for the Project.

### FISCAL IMPACT:

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

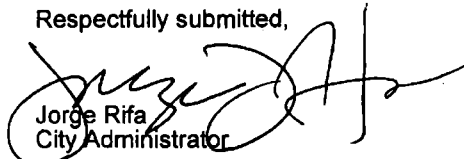
### RELATIONSHIP TO 2012 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council strategic goal to "Protect and Enhance Quality of Life in the City of Commerce". The recommendations contained in this report are intended to insure that Commerce residents are afforded the most efficient and effective opportunity to engage in meaningful public participation on matters concerning their quality of life.

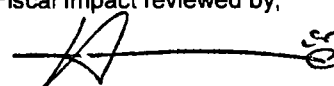
Prepared by,

  
Alex Hamilton  
Assistant Director of Community Development

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Fiscal Impact reviewed by,

  
Vilko Domic  
Director of Finance

Approved as to form,

  
Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
EXPRESSING SUPPORT FOR THE STUDY OF "COMMUNITY ALTERNATIVE 7"  
DEVELOPED BY THE COALITION FOR ENVIRONMENTAL HEALTH AND JUSTICE IN  
CONJUNCTION WITH COMMUNITY STAKEHOLDERS FOR THE I-710 CORRIDOR  
PROJECT

WHEREAS, the I-710 Freeway travels through the City of Commerce, and the California Department of Transportation ("Caltrans") in partnership with several agencies seeks to expand this transportation facility (the "I-710 Freeway Improvement Project"); and

WHEREAS, the I-710 Freeway Improvement Project will have significant environmental, economic, and health impacts on the City of Commerce and its residents; and

WHEREAS, the Draft Environmental Impact Report/Draft Environmental Impact Statement (the "DEIR/DEIS"), released in 2012 for the I-710 Freeway Improvement Project, outlined alternatives, including: no build, ten general purpose lanes, ten general purpose lanes plus four separated truck lanes, ten general purpose lanes plus four separated advanced technology truck lanes, and ten general purpose lanes plus four separated truck lanes with a toll, alternative; and

WHEREAS, the City of Commerce seeks to advance local jobs, protect community health and provide 21<sup>st</sup> century mobility options for residents; and

WHEREAS, the Coalition for Environmental Health and Justice ("CEHAJ") developed "Community Alternative 7", which includes the following seven components: (1) no widening of the general purpose lanes; (2) a comprehensive public transit element; (3) a mandatory zero-emission freight corridor of four lanes; (4) public private partnership used to operate the new freight corridor; (5) improvements to the LA River; (6) a comprehensive pedestrian and bicycle element, and (7) community benefits; and

WHEREAS, the City of Commerce submitted a September 27, 2012, Comment Letter to the DEIR/DEIS, which acknowledged that "Community Alternative 7" attempts to balance the predominately regional project benefits with benefits for the largely poor and minority residential neighborhoods that will be adversely affected, and gives voice to those constituents who might not otherwise be heard in the environmental review process; and

WHEREAS, Caltrans is considering a recirculated DEIR/DEIS in order to properly address all comments that have been received and to assess the various project alternatives; and

WHEREAS, the City of Commerce is still very much committed to seeking to advance local jobs, protect community health and provide 21<sup>st</sup> century mobility options for residents.

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

SECTION 1. The City of Commerce respectfully requests that "Community Alternative 7" be studied in the recirculated Draft Environmental Impact Report/Draft Environmental Impact Statement for the I-710 Freeway Improvement Project.

SECTION 2. The City Administrator is hereby directed to deliver a copy of this Resolution to the California Department of Transportation.

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

\_\_\_\_\_  
Lilia R. Leon, Mayor

ATTEST:

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

**AGENDA FOR THE MEETING OF THE  
CITY OF COMMERCE I-710 LOCAL ADVISORY COMMITTEE  
COMMUNITY SERVICES MEETING ROOM (FORMER E.O.C)  
2535 COMMERCE WAY, COMMERCE, CALIFORNIA**

**Thursday, May 8, 2014 – 6:30 P.M.**

**CALL TO ORDER:**

**PUBLIC COMMENT:**

**SCHEDULED MATTERS:**

1. I-710 Local Advisory Committee (I-710 LAC) Introductions & Recap  
The **Committee** will receive an update and recap of the last meeting from MIG, Inc.
  
2. Overview of the I-710 Geometric Plans for Alternatives 5C & 7 for the I-710 Corridor Project EIR/EIS.  
The **Committee** will receive an overview from the I-710 project team on the I-710 Geometric Plans for Alternatives 5C & 7 for the I-710 Corridor Project EIR/EIS.
  
3. Presentation on Aesthetic Plans for the I-710  
The Committee will receive a presentation on the Aesthetic Plans for the I-710.

**COMMITTEE MEMBER REPORTS**

**STAFF REPORTS**

**ADJOURNMENT**

Mobility. Environment. Community. Economy. Technology



metro.net

**COMMERCE I-710 LOCAL ADVISORY COMMITTEE**

**May 8, 2014, 6:30 pm – City Hall Emergency Operations Center, 2535 Commerce Way, Commerce, CA**

Please Sign In (kindly print)

Name	Phone	Address, City, Zip Code
1. <u>Jorge Rifa</u>	<u>323-722-4805</u> <u>X-2215</u>	<u>Commerce</u> <u>City Hall</u>
E-mail address <u>jorge@ci.commerce.ca.us</u>		
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E-mail address		



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**COMMERCE I-710 LOCAL ADVISORY COMMITTEE**

**May 8, 2014, 6:30 pm – City Hall Emergency Operations Center, 2535 Commerce Way, Commerce, CA**

Please Sign In (kindly print)

Name	Phone	Address, City, Zip Code
1. <i>Ernesto Chavez</i>		<i>Metro</i>
E-mail address		
2. <i>[Signature]</i>		<i>LAC</i>
E-mail address		
3. <i>[Signature]</i>		<i>LAC / EYCEJ</i>
E-mail address <i>ANGELO LOGAN</i>		
4. <i>Augustine Perez</i>		<i>LAC / EYCEJ</i>
E-mail address		
5. <i>[Signature]</i>		
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6.		
E-mail address		
7.		
E-mail address		



**Metro**





April 17, 2014

Carrie Bowen  
CALTRANS, District 7 Director  
100 S. Main Street  
Los Angeles, CA 90012  
[sylvia.martinez@dot.ca.gov](mailto:sylvia.martinez@dot.ca.gov)

**Re: Offer of Assistance to Fend Off Further Disputes Regarding Environmental Review for I-710 Expansion Project**

Dear Ms. Bowen:

On behalf of the Coalition for Environmental Health & Justice (“CEHAJ”), we write regarding the recirculated Environmental Impact Report (“EIR”)/Environmental Impact Statement (“EIS”) (“REIR/EIS”) for the I-710 corridor project. In recent months, we have heard many mischaracterizations of our positions and other troubling comments from members of the project team about the REIR/EIS analysis that is currently underway. This information compels us to reach out to CALTRANS to prevent further strife down the road. This letter addresses two issues. First, it clarifies the message of the Governor’s veto of SB 811, which directed CALTRANS to continue to work with local groups on the project. Second, it clarifies the role that CALTRANS plays in this environmental review as the lead agency for California Environmental Quality Act (“CEQA”) and National Environmental Policy Act (“NEPA”) purposes.

## **I. Introduction**

CALTRANS has important duties to keep environmental justice at the heart of the environmental review process for the I-170 expansion. We are concerned that recent actions and misinformation could careen this project onto a path of unending strife between the project proponents and the organizations and communities represented by CEHAJ. As such, in the spirit of cooperation, we want to reach out to CALTRANS to help resolve any misunderstandings. In particular, we are fearful that strong misinformation about Community Alternative 7 (“CA-7”) is precluding a full and fair environmental analysis.



## **II. SB 811 and Its Impact on the Environmental Review for the I-710**

At recent I-710 meetings, such as the March CAC and TAC meetings, members of CEHAJ heard various staff of the agencies involved in the REIR/EIS indicate that Governor Brown's veto of SB 811 made it clear that CALTRANS cannot consider CA-7 in the revised environmental documents. In fact a representative from Caltrans stated that CA-7 will not be included as an alternative analyzed in the REIR/EIS. This decision has been presented in a folksy tone, indicating that CALTRANS' "boss" said it could not analyze CA-7. This is flatly incorrect for several reasons.

First, nowhere in SB811 is there any reference to CA-7. Thus, extrapolating that the veto of SB 811 rejects the provisions of CA-7 is factually incorrect. Second, CALTRANS and the project team's apparent conflation of the "mitigation" described in Governor Brown's veto message is similarly factually incorrect. CA-7 is an alternative *project*, not alternative mitigation measure or an alternative mitigation plan. Thus, portions of CA-7 such as the comprehensive bike and pedestrian element, which are part of the project and not mitigation, were therefore not precluded by the Governor's veto.

Third, and most importantly, Governor Brown specifically directed all parties to continue discussing community impacts: "Caltrans is instructed to continue to work with the author and local stakeholders on identifying mitigation measures within the scope of CEQA that ensure the I-710 project benefits motorists, good [*sic*] movement, the community, and the environment."<sup>1</sup> In other words, "CALTRANS' boss" directed the agency to continue working closely with impacted communities on the project. Yet recent actions of the project team seem to indicate an unwillingness to continue discussions with community members and groups. It is our understanding that coalition members have been made to feel they are agitators in public meetings by people working on the project. This is contrary to the Governor's directive, the spirit of cooperation intended by the environmental review process, and the federal guidance discussed below.

Finally, notably, the Governor's veto message is solely concerned with the agency's role under CEQA. It is important that the Governor and the legislation did not specifically reference NEPA and the underlying obligations of compliance under CALTRANS delegated duties from the Department of Transportation ("DOT") and the Federal Highway Administration ("FHWA").

## **III. CALTRANS' Delegated Authority Requires Compliance with NEPA, its Implementing Regulations, and DOT and FHWA Policies and Regulations**

As your staff is intimately aware, CALTRANS currently operates under a Memorandum

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<sup>1</sup> Letter from Governor Jerry Brown to Members of the California State Senate regarding SB 811, October 11, 2013 [attached as Exhibit A].

of Understanding with Federal Highway Administration (“FHWA”) to implement the NEPA pursuant to 23 U.S.C. 327.<sup>2</sup> Under this MOU, CALTRANS has agreed to assume the responsibilities of the US Department of Transportation, a division of FHWA. Thus, for purposes of this project, the agency wears two hats, that of the lead agency under CEQA and that of FHWA for purposes of the NEPA analysis,<sup>3</sup> and the agency must comply with both statutes.<sup>4</sup> Thus, even if it were correct that Governor Brown’s veto eroded the need for the agency to address the environmental justice issues raised by CEHAJ (which it did not), its independent duties acting as FHWA require that it fully address CA-7.<sup>5</sup>

First, Federal Executive Order (EO) 12898 (1994), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires Federal agencies, including the United States Department of Transportation—including FHWA—to make environmental justice part of their mission and to develop environmental justice strategies. The Presidential Memorandum accompanying the Executive Order specifically singles out NEPA, and states that “[e]ach Federal agency must provide opportunities for effective community participation in the NEPA process, including identifying potential effects and mitigation measures in consultation with affected communities and improving the accessibility of public meetings, crucial documents, and notices.”<sup>6</sup> DOT Order 5610.2(a), which implements Executive Order 12898, expands upon this requirement: “Procedures shall be established or expanded, as necessary, to provide meaningful opportunities for public involvement by members of minority populations and low-income populations during the planning and development of programs, policies, and activities (including the identification of potential effects, alternatives, and mitigation measures).”<sup>7</sup> Thus, even if CALTRANS persists in its erroneous belief that the veto of SB 811 somehow gives it license to ignore the communities’ concerns and suggestions, federal policy *requires* it to continue to work with communities in identifying potential effects,

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<sup>2</sup> October 1, 2012, MOU between FHWA and CALTRANS, *available at* [http://www.dot.ca.gov/ser/downloads/MOUs/nepa\\_delegation/nepa\\_mou.pdf](http://www.dot.ca.gov/ser/downloads/MOUs/nepa_delegation/nepa_mou.pdf).

<sup>3</sup> *See generally* July 1, 2007, MOU between FHWA and CALTRANS, at ¶ 3.1.1, *available at* [http://www.dot.ca.gov/ser/downloads/MOUs/nepa\\_delegation/sec6005mou.pdf](http://www.dot.ca.gov/ser/downloads/MOUs/nepa_delegation/sec6005mou.pdf).

<sup>4</sup> In addition to FHWA directives, on December 9, 2013, CEHAJ articulated how CEQA and NEPA themselves require a full analysis of CA-7. This letter is attached as Exhibit B.

<sup>5</sup> Since under this delegation CALTRANS is deemed to be acting as FHWA, FHWA’s regulations and policies addressing environmental review must be followed. Thus, even if one could consider the veto of SB 811 as CALTRANS’ “boss” rejecting the mitigation portions of CA-7, the fact that FHWA Administrator Victor Mendez and President Barack Obama have not rejected the common sense components of CA-7 indicates that the analysis for purposes of federal review has not been rejected. If these two public figures have weighed in against CA-7, please let us know.

<sup>6</sup> Memorandum from President Clinton, March 1994, *available at* [http://www.epa.gov/fedfac/documents/executive\\_order\\_12898.htm](http://www.epa.gov/fedfac/documents/executive_order_12898.htm).

<sup>7</sup> Department of Transportation EJ Order, 5610.2(a) (May 2012) (“DOT Order”), sec. 5.b.(1).

alternatives, and mitigation measures.

In addition, the DOT Order and FHWA's Order 6640.23A, which implements Executive Order 12898 and DOT Order 5610.2(a), call for the prevention of disproportionately high and adverse human health or environmental effects on minority and low-income populations. The DOT Order requires agencies to avoid discrimination and disproportionate impacts by, among other methods:

proposing measures to avoid, minimize and/or mitigate disproportionately high and adverse environmental and public health effects and interrelated social and economic effects, and *providing offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by DOT programs, policies, and activities*, where permitted by law and consistent with the Executive Order, [and]

*Considering alternatives to proposed programs, policies, and activities, where such alternatives would result in avoiding and/or minimizing disproportionately high and adverse human health or environmental impacts, consistent with the Executive Order.*<sup>8</sup>

Similarly, the FHWA Order requires CALTRANS to "identify and prevent discriminatory effects by actively administering its programs, policies, and activities to ensure that social impacts to communities and people are recognized early and continually throughout the transportation decision making process--from early planning through implementation. Should the potential for discrimination be discovered, action to eliminate the potential shall be taken."<sup>9</sup>

Here, CEHAJ has identified potentially discriminatory impacts<sup>10</sup> and requested action to be taken (CA-7). It is our understanding that CALTRANS is not going to take the requisite action of examining an alternative like CA-7 that results in less adverse impacts, which is required by FHWA and DOT regulations and policies. However, CALTRANS' delegated duties require it to comply with FHWA Order 6640.23A, directing that FHWA (or, in this case, CALTRANS) will examine any adverse impact that "is predominately borne by a minority population and/or a low-income population." Since many of the impacts from this project are primarily borne by minority population and low-income populations, this adds an extra level of requirements in the environmental process. What is more, for projects like the I-710 expansion, CALTRANS is required to

ensure that any of their respective programs, policies, or activities that have the potential

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<sup>8</sup> DOT Order, 5610.2(a), sec. 7.c. (emphasis added).

<sup>9</sup> FHWA Order 6640.23A, at 6a.

<sup>10</sup> See, e.g., CEHAJ Comments on the DEIR/S (Sept. 28, 2012), Attachment B, pp. 39-51.

for disproportionately high and adverse effects on populations protected by Title VI (“protected populations”) will only be carried out if:

- (1) a substantial need for the program, policy or activity exists, based on the overall public interest; and
- (2) alternatives that would have less adverse effects on protected populations have either:
  - (a) adverse social, economic, environmental, or human health impacts that are severe; or
  - (b) would involve increased costs of an extraordinary magnitude.<sup>11</sup>

Here, CALTRANS has an alternative, CA-7, that does precisely what is required by FHWA in “hav[ing] less adverse effects on protected populations.” As such, it must be analyzed under FHWA’s policies.

This failure to adhere to federal policies applies to the exclusion of any of the suite of recommendations in CA-7, but a particular example may be instructive. Under FHWA Order 6640.23A, an adverse impact includes “destruction or disruption of the availability of public and private facilities and services.”<sup>12</sup> Thus, the portions of CA-7 that require no impact to various facilities and services like Bell Shelters, Shelter Partnerships, Multi-Service Center, and other facilities must be addressed according to FHWA’s policies and procedures.

We appreciate your review of this comment letter, and we look forward to reviewing the REIR/EIS for this project. The inclusion of CA-7 in the analysis is not only the lawful approach, but will also improve decision-making by providing a more robust set of options. We look forward to your prompt response to the question previously asked: whether CA-7 will be analyzed in its entirety in REIR/EIS. Please do not hesitate to contact us if you have questions about CA-7 or this letter.

Sincerely,

Adrian Martinez  
Staff Attorney  
Earthjustice  
*Counsel for CEHAJ*

Susanne Browne  
Senior Attorney  
Legal Aid Foundation of Los Angeles  
*Counsel for Housing Long Beach*

Maya Golden-Krasner  
Staff Attorney  
Communities for a Better Environment  
*Counsel for CBE*

Ramya Sivasubramanian  
Staff Attorney  
Natural Resources Defense Council  
*Counsel for NRDC*

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<sup>11</sup> FHWA Order 6640.23A at 8(g).

<sup>12</sup> FHWA Order 6640.23A at 5f.

CEHAJ Letter Re CA-7  
4/17/2013  
Page 6 of 6

On behalf of:

Angelo Logan  
Executive Director  
East Yard Communities for Environmental Justice

Patricia Ochoa  
Deputy Policy Director  
Coalition for Clean Air

CC: Project Committee Members  
Ricardo Lara  
Cristina Garcia  
Anthony Rendon  
Bonnie Lowenthal  
Jared Blumenfeld, EPA Region 9  
Dr. Barry Wallerstein, SCAQMD

# **EXHIBIT A**



OFFICE OF THE GOVERNOR

OCT 11 2013

To the Members of the California State Senate:

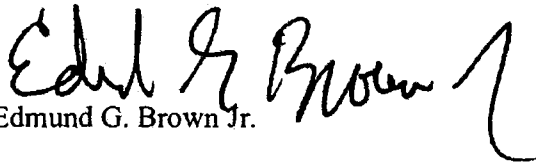
I am returning Senate Bill 811 without my signature.

This bill requires that a specific mitigation plan be considered for the I-710 widening project.

I commend the author's objectives, as reflected in this bill, to improve air quality, ensure access to bicycle and pedestrian paths, and increase access to public transit. These are goals we share.

However, statutorily requiring the project environmental impact report to consider specified mitigation measures that exceed the project's scope is a precedent I don't wish to establish. Caltrans is instructed to continue to work with the author and local stakeholders on identifying mitigation measures within the scope of CEQA that ensure the I-710 project benefits motorists, good movement, the community, and the environment.

Sincerely,

  
Edmund G. Brown Jr.

# **EXHIBIT B**



# C.E.H.A.J.

coalition for environmental  
health and justice

December 9, 2013

Carrie Bowen  
CALTRANS, District 7 Director  
100 S. Main Street  
Los Angeles, CA 90012  
[sylvia.martinez@dot.ca.gov](mailto:sylvia.martinez@dot.ca.gov)

**Re: Inclusion of Community Alternative 7 in the California Environmental Quality Act (“CEQA”) and National Environmental Policy Act (“NEPA”) analysis for the I-710 expansion.**

Dear Ms. Bowen:

On behalf of the Coalition for Environmental Health & Justice (“CEHAJ”), we write regarding Community Alternative 7 (“CA-7”) and inclusion of this alternative among those analyzed in the recirculated Environmental Impact Report (“EIR”)/Environmental Impact Statement (“EIS”) (“REIR/EIS”) for the I-710 corridor project. As your agency is intimately aware, there is broad support for inclusion of CA-7 in the analysis in the REIS/EIR for the I-710 corridor project. This support ranges from CEHAJ to the Project Committee to the cities of Commerce, Bell, Long Beach, and Huntington Park. Despite this overwhelming support for analyzing this alternative, there has been significant resistance from the agencies involved in this project. While we understand the natural tendency of the California Department of Transportation (“CALTRANS”) to dismiss alternatives developed by external entities, there are compelling policy and legal reasons under both CEQA and NEPA as to why CA-7 must be evaluated in the REIR/EIS.

## **I. Introduction**

The Council on Environmental Quality (“CEQ”) has identified the alternatives analysis as the “heart” of the EIS. Accordingly, it is crucial that CALTRANS identify a properly robust set of choices for expansion of the I-710. *See* 40 C.F.R. § 1502.14. An agency must “[r]igorously explore and objectively evaluate all reasonable alternatives.” *Id.*; *see also* 14 Cal. Code Reg. (hereinafter “CEQA Guidelines”) § 15126.6(a) (“An EIR shall describe a range of reasonable alternatives to the project...which would feasibly attain most of the basic objectives

of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives.”). Realizing the importance of the alternatives analysis, the Project Committee directed the project staff to analyze CA-7. In addition, municipalities along the I-710 corridor have determined that a full analysis of CA-7 is important to fully informed decision-making on this project.

Still, despite the strong support for an analysis of CA-7, it has become increasingly clear that CALTRANS will not fully analyze CA-7 in the REIR/EIS.<sup>1</sup> At a minimum, the agencies involved with this project have not been clear about whether CA-7 will constitute a complete and independent alternative analyzed in the REIR/EIS. Accordingly, we specifically request that CALTRANS provide the “yes” or “no” answer to this question within two weeks. If CALTRANS is inclined to answer “no,” we provide the following analysis that justifies inclusion of an analysis of CA-7 under state and federal law.

## **II. Community Alternative 7 Meets the Project Objectives.**

The I-710 draft EIR/EIS includes the following project objectives:

1. Improve air quality and public health;
2. Improve traffic safety;
3. Modernize design of the I-710;
4. Address projected traffic volumes; and
5. Address projected growth in population, employment and economic activity related to goods movement.

CA-7 meets all of the project objectives. First, it improves air quality and public health through advancing zero-emission freight lanes, and by proposing active transportation infrastructure and public transit as opposed to expansion of “general purpose” lanes. Second, it improves traffic safety by implementing several proposals to modernize the I-710, including dedicated truck lanes, transportation demand management, and better infrastructure to ensure pedestrian and bicycling safety. Third, it modernizes the design of the I-710 by providing zero-emissions, dedicated truck lanes, in addition to safety improvements at several intersections throughout the corridor. Fourth, it addresses projected traffic volumes by providing more robust public transportation and active transportation options. This is consistent with state laws aimed at

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<sup>1</sup> The consultants for this project prepared a matrix that shows that CA-7 is not being reviewed in its entirety. The matrix can be found at the following link: <http://www.gatewaycog.org/download/I710%20Project%20Committee%20Agendas/Agenda%20May%2030,%202013%20I-710%20Project%20Committee-2.pdf>. The matrix is located in Attachment A of the May 20, 2013 memo on page 36 of the pdf.

reducing greenhouse gas emissions. Finally, it addresses the growth in population, employment and economic activity related to goods movement by facilitating more transportation options beyond just driving, additional freight through adding four freight lanes, and adding additional community amenities that reduce the impacts from the heavily impactful freight industry.

CALTRANS has not made any rational argument that CA-7 does not meet the project objectives. Given this, it must be studied as a reasonable alternative.

### **III. Community Alternative 7 is a Reasonable Alternative within the Meaning of NEPA and CEQA.**

Both CEQA and NEPA require environmental review documents to include a reasonable range of alternatives. The CEQA regulations require that an EIR must “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project. . . , [and] must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation.” CEQA Guidelines § 15126.6(a). Indeed, “the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.” *Id.* § 15126.6(b). As described above, not only does CA-7 meet the project objectives, but it does so by lessening the significant effects of the project that will result from a widened freeway allowing more traffic rather than offsetting growth with active and public transit, accommodating more freight that will pollute the air and add noise impacts rather than requiring a dedicated zero-emission freight corridor, and displacing people and businesses.

Further, with respect to NEPA, the CEQ has articulated that a reasonable alternative “include[s] those that are practical or feasible from the technical and economic standpoint and using common sense, rather than simply desirable from the standpoint of the applicant.” 46 Fed. Reg. 18026 (March 23, 1981). Here, CEHAJ provided evidence that CA-7 was practical and feasible from a technical and economic standpoint. In addition, CEHAJ used common sense to promote the elements. CA-7 met this test so well that the Project Committee determined that it is a matter of “common sense” to analyze CA-7 in the REIR/EIS. CALTRANS would need to demonstrate either that CA-7 is not practical or feasible, or that that the Project Committee, the Cities of Commerce, Bell, Long Beach and Huntington Park lacked “common sense” in promoting an analysis of this alternative.

Beyond the inability of CALTRANS to demonstrate that the Project Committee and the cities supporting an analysis of CA-7 lacked “common sense,” longstanding precedent in the

United States Court of Appeals for the Ninth Circuit supports inclusion of CA-7. In particular, the Courts have determined:

An EIS will be found to be in compliance with NEPA:

when its form, content, and preparation substantially (1) provide decision-makers with an environmental disclosure sufficiently detailed to aid in the substantive decision whether to proceed with the project in the light of its environmental consequences, and (2) make available to the public, information of the proposed project's environmental impact and encourage public participation in the development of that information.

*Coalition for Canyon Preservation v. Bowers*, 632 F.2d 774, 781 (9th Cir. 1980)(citing *Trout Unlimited v. Morton*, 509 F.2d 1276, 1282-83 (9th Cir. 1974)). An analysis of CA-7 is of paramount importance to meet both of these requirements. First, CA-7 helps provide the robust review necessary to help inform all stakeholders. Moreover, an expanded range of alternatives is certainly warranted for a project with an up-to \$10 billion price tag, one of the most expensive road expansion projects in the nation.

Second, the public has spent significant time and resources analyzing and articulating the elements of CA-7, considering the merits of each provision of CA-7, and ultimately supporting CA-7. To not even dignify this work and careful consideration with an analysis of CA-7 in the REIR/EIS does not "encourage public participation." Rather, it diminishes the public's confidence that the I-710 EIR/EIS process truly considers the input of the impacted community, including the representative body of elected leaders that stood up to support analysis of CA-7. Those interested in participating in a truly open and technically sound process that has been promised by the agencies could become dispirited, and instead rely on other tools like protest and litigation to make sure their voices are heard. Given that CA-7 is a reasonable alternative, failure to analyze it violates state and federal laws.

#### **IV. Analyzing CA-7 Makes Good Policy Sense.**

In careful collaboration with community members, health groups, and sustainability advocates, CA-7 represents a compromise to facilitate the dramatic expansion of the freight industrial complex desired by regional planners and freight lobbyists, while at the same time maintaining and providing safeguards to protect the community from the impacts from the construction and operation of this massive project. CEHAJ is simply requesting that the agencies analyze this alternative in total in the REIR/EIS. In the interest of fully informed decision-making and sound policy, CALTRANS should analyze this alternative to ensure that the public and Project Committee do not feel cheated of information related to all reasonable alternative available for this project.

We appreciate your review of this comment letter, and we look forward to reviewing the REIR/EIS for this project. The inclusion of CA-7 in the analysis is not only the lawful approach, but will also improve decision-making by providing a more robust set of options. We look forward to your prompt response to the question asked whether CA-7 will be analyzed in its entirety in REIR/EIS. Please do not hesitate to contact us if you have questions about CA-7 or this letter.

Sincerely,

Adrian Martinez  
Staff Attorney  
Earthjustice  
*Counsel for CEHAJ*

Maya Golden-Krasner  
Staff Attorney  
Communities for a Better Environment  
*Counsel for CBE*

Susanne Browne  
Senior Attorney  
Legal Aid Foundation of Los Angeles

Morgan Wyenn  
Attorney  
Natural Resources Defense Council  
*Counsel for NRDC*

On behalf of:

Angelo Logan  
Executive Director  
East Yard Communities for Environmental Justice

Jessica Tovar, MSW  
Project Manager  
Long Beach Alliance for Children with Asthma

Paty Ochoa  
Deputy Policy Director  
Coalition for Clean Air

CC: Project Committee Members  
Ricardo Lara  
Christina Garcia  
Anthony Rendon  
Bonnie Lowenthal  
Jared Blumenfeld, EPA Region 9  
Dr. Barry Wallerstein, SCAQMD

