

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
Fax: (323) 726-6231

AGENDA

CONCURRENT ADJOURNED REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF COMMERCE, JOINT POWERS FINANCING AUTHORITY AND THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION (HEREINAFTER "SUCCESSOR AGENCY")

Tuesday, June 17, 2014

5:00 P.M. CLOSED SESSION

CALL TO ORDER Mayor/Chairperson Baca Del Rio

ROLL CALL City Clerk Shumway

PUBLIC COMMENT ON CLOSED SESSION ITEMS

Citizens wishing to address the City Council and Successor Agency on any item on the Closed Session agenda may do so 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.

RECESS TO CLOSED SESSION

1. Pursuant to Government Code §54956.9(a), **the Successor Agency** will confer with its legal counsel, and take the appropriate action, with respect to the pending litigation of: Mayans Development, Inc. and Los Jardines, LLC v City of Commerce Community Development Commission, et al., Superior Court of the State of California, County of Los Angeles, Case No. BC505679.
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 two potential cases.
3. Pursuant to Government Code §54956.8, **the Successor Agency** will confer with its real property negotiator, Jorge Rifa, with respect to real estate negotiations regarding approval of a purchase and sale agreement with Gatwick Group, LLC for the properties located at 4957 Sheila Street (AIN 5244-034-900) and 4800 E. Washington Boulevard (AIN 5244-033-900), Commerce, California.

- 4. Pursuant to Government Code §54957.6 **the City Council** will confer with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to the unrepresented full-time executive management employees.

RECONVENE TO OPEN SESSION

ORAL CLOSED SESSION ANNOUNCEMENT

Note: Items not considered or finished at the closed session will be moved to the next City Council Closed Session agenda on July 1, 2014. Regular City Council meeting will begin at 6:30 p.m.

6:30 P.M. – CITY COUNCIL MEETING

- CALL TO ORDER** Mayor/Chairperson Baca Del Rio
- ROLL CALL** City Clerk Shumway
- PLEDGE OF ALLEGIANCE** Vilko Domic, Finance Director
- INVOCATION** Mayor Baca Del Rio

APPEARANCES AND PRESENTATIONS

- 1. Commendation - 2014 Older American Recognition Award Recipient, Eddie Espinosa.

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 from taking action or engaging in discussion on a specific item unless it appears on a posted agenda. Upon request, the City Council 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. 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 prior to commencement of the City Council meeting. 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 Public or 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.

2. Approval of Minutes
The City Council and Successor Agency will consider for approval the minutes of the Concurrent Adjourned Regular Meeting of Tuesday, May 27, 2014, held at 5:00 p.m.; and Concurrent Adjourned Regular Meeting of Tuesday, June 3, 2014, held at 5:00 p.m.
3. Approval of Warrant Register Nos. 22A and 22B
The City Council and Successor Agency will consider for approval the bills and claims set forth in Warrant Registers No. 22A, dated June 17, 2014, and 22B for the period of June 4, 2014 to June 12, 2014.
4. Award of Construction Contract to CPO Enterprises Inc. of Covina for Bus Shelter Installation
The City Council will consider for adoption a Resolution awarding the Construction Contract to CPO Enterprises Inc. of Covina for City Project No. 1306-2013/2014 Bus Shelter Installation (Phase IV) Project.
5. Approval of the Purchase of One (1) Compressed Natural Gas (CNG) Service Truck From Thompson Motor Center, Inc.
The City Council will consider for adoption a Resolution approving the purchase of one compressed natural gas (CNG) service truck from Thompson Motor Center, Inc.
6. Application for Grant Funding for Capital and Operating Assistance – Local Transportation Fund and State Transit Assistance Fund
The City Council will consider for approval a Resolution authorizing Transportation Department staff to apply for grant funding for Capital and Operating Assistance on behalf of the City of Commerce, for Fiscal Year 2014-2015.
7. Approval of a Professional Services Agreement with ESA to Prepare CEQA Document for Slauson Avenue Sidewalk Improvement and Tree Planting Project
The City Council will consider for adoption a Resolution approving a Professional Services Agreement with Environmental Science Associates (ESA) to prepare a CEQA document for Slauson Avenue Sidewalk Improvement and Tree Planting Project
8. Establish Compensation and Related Benefits for Unrepresented Management Employees and Authorize Employer Paid Member Contributions for Unrepresented Management Employees and Full-Time Employees Represented by the Employees Association
The City Council will consider for adoption a Resolution establishing compensation and related benefits for full-time unrepresented management employees and a Resolution authorizing employer paid member contribution for unrepresented management employees and full-time employees represented by the City of Commerce Employees Association.

9. Caltrans Letter on Community Alternative 7

The City council will receive and file and take appropriate action as deemed necessary regarding Caltrans Letter received concerning Community Alternative 7.

10. A Resolution Authorizing the Destruction of Certain City Records

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

11. Second Amendment to the Services Agreement for Engineering Design and Construction Management Services with SA Associates for the Camp Commerce Waterline Improvement Project

The City Council will consider for adoption a Resolution approving Second Amendment to the Services Agreement for Engineering Design and Construction Management Services with SA Associates for the Camp Commerce Waterline Improvement Project and approve the plans and specifications for said project.

SCHEDULED MATTERS

12. Submittal of a Draft Joint Watershed Management Program and Coordinated Integrated Monitoring Program to the Los Angeles Regional Water Quality Control Board

The City Council will consider for adoption a Resolution authorizing the submittal of a draft Joint Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) to the Los Angeles Regional Water Quality Control Board for approval.

13. Presentation on the I-710 Corridor Aesthetics Master Plan

The City Council will receive and file a presentation from Los Angeles County Metropolitan Transportation Authority (MTA) on the I-710 Corridor Aesthetics Master Plan.

14. Award of Exclusive Franchise Agreement to CalMet Services, Inc. for Residential Refuse and Recycling Services

The City Council will consider for adoption a Resolution awarding a five year Exclusive Franchise Agreement to CalMet Services, Inc. for the provision of residential refuse and recycling services.

15. Presentation by IBEW-NECA regarding Net Zero Plus Project

The City Council will receive and file a presentation from International Brotherhood of Electrical Workers, and the National Electrical Contractors Association (IBEW-NECA) regarding Net Zero Plus Project.

16. Measure AA Advisory Committee Recommendations and Reporting Requirements

A. The City Council will consider for approval and authorize the recommendations provided by the Measure AA Advisory Committee

B. The City Council will receive and file Measure AA Reporting Requirements for Fiscal Year 2014-2015.

17. Revisions to Civic Organization Criteria

The City Council will provide direction to staff regarding recommended changes to the criteria used to confer Civic Organization status on local community groups and organizations.

18. Rescheduling of September 16, 2014, City Council Meeting

The City Council will consider rescheduling regularly scheduled City Council meeting of Tuesday, September 16, 2014, to Tuesday, September 23, 2014.

19. Appointments to Finance and Budget Oversight Committee

The City Council will consider appointing two members to the Finance and Budget Oversight Committee.

20. Appointments to Measure AA Advisory Board, Education Commission and Commerce Refuse-to-Energy Authority

The City Council will consider appointments to the Measure AA Advisory Committee, Education Commission, and the Commerce Refuse-to-Energy Authority.

21. Discussion Regarding Preparing a City Council Agenda in Spanish

At the request of Councilmember Altamirano, the City Council will consider and provide direction as deemed necessary regarding the pursuit of options for preparing City Council agendas in Spanish.

22. 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 and request for reimbursement for personal usage of City vehicle.

23. Facility Room Rental Policy

At the request of Councilmember Robles and Mayor Baca Del Rio, the City Council will review and discuss the current Facility Room Rental Policy including review of sanctions related to violation of the policy.

LEGISLATIVE UPDATE

24. Position Letter Opposing AB 1826 - Organics Recycling

The City Council will consider for approval of a position letter opposing Organics Recycling as proposed in Assembly Bill 1826 (AB 1826).

25. Position Letter in Support of SB 1129 –Redevelopment Dissolution

The City Council will consider for approval a position letter in support of SB 1129 introduced by Senator Darrell Steinberg that would address several important issues affecting redevelopment dissolution.

26. Position Letter in Support of AB 1331 - Water Bond Stormwater and Urban Runoff Funding

The City Council will consider for approval a position letter in support of Water Bond Stormwater and Urban Runoff Funding Language to support regional self-reliance.

27. Position Letter - 2014/15 State Budget Priorities.

The City Council will consider for approval a position letter urging the Senate and Assembly Committee on Budget and Fiscal Review to support the pending budget action items related to transportation mandates, multifamily housing, and city law enforcement grants.

ADJOURNMENT

The City Council and Successor Agency will adjourn to Tuesday, June 24, 2014, at 5:00 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

Item No. 1

FROM: City Administrator

SUBJECT: **COMMENDATION – 2014 OLDER AMERICAN RECOGNITION
AWARD RECIPIENT, EDDIE ESPINOZA**

MEETING DATE: June 17, 2014

RECOMMENDATION:

Read and present commendation from the City of Commerce to Eddie Espinoza, recipient of the 2014 Older American Recognition Award. The award was presented to Mr. Espinoza at a reception hosted by the Los Angeles County Board of Supervisors on May 27, 2014.

ANALYSIS/BACKGROUND:

Eriberto "Eddie" Espinoza has been a resident of the City of Commerce since 1947. Eddie is known for always greeting you with a big smile and a funny joke. His infectious smile keeps everyone around him smiling which is why we love to have Eddie at the senior center. He is always ready and willing to lend a helping hand to anyone who needs it.

Eddie has served the City of Commerce as a former member of the Card Club Advisory Committee, the Ad Hoc Recycling Task Force, and as a long time Neighborhood watch Block Captain. Eddie currently sits on the City of Commerce Senior Advisory Commission. He is also a very active member of the Auld Lang Syne Club and the Commerce Social Club.

In addition to all of this volunteerism, Eddie received a Commendation from the City of Commerce for his bravery and for protecting the health and safety of a fellow Commerce Resident.

We are honored to have a man like Eddie play such an active role in the City of Commerce and especially at the Senior Center.

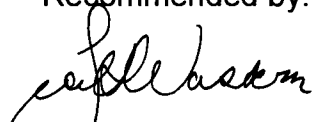
FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

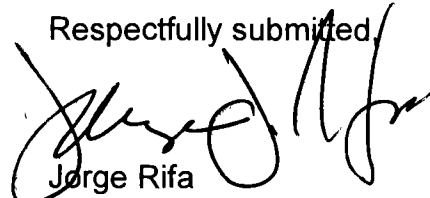
This agenda item relates to Council's historic emphasis of recognizing exceptional senior volunteers who contribute to the community through their involvement in recreation activities.

Recommended by:



Scott Wasserman
Director of Parks & Recreation

Respectfully submitted,



Jorge Rifa
City Administrator

Approved as to form:



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, June 3, 2014 – 5:00 p.m.

The meeting was called to order on June 3, 2014, at 5:56 p.m., in Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Altamirano, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chairperson Baca Del Rio (3). **Absent:** Councilmembers Aguilar and Robles (2).

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

PUBLIC COMMENT

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

RECESSED TO CLOSED SESSION AT 5:59 p.m.

1. Pursuant to Government Code §54956.8, the Successor Agency conferred with its real property negotiator, Jorge Rifá, with respect to real estate negotiations with Commerce Casino and Craig Realty Corporation concerning proposed price and other terms relating thereto, comprised of the former Commerce Community Development Commission-owned real property located along the Telegraph Road Corridor, south of Gaspar Avenue and north of the Commerce Casino [Tubeway Avenue], formerly known as 5809, 5819, 5823, 2901/2903, 5933, 5959, 6001 and 6003 Telegraph Road and 2240 Gaspar Avenue; 2311, 2322 and 2366 Travers Avenue, Commerce, California.
2. Pursuant to Government Code §54956.9(a), the Successor Agency conferred with its legal counsel, and take the appropriate action, with respect to the pending litigation of: Mayans Development, Inc. and Los Jardines, LLC v City of Commerce Community Development Commission, et al., Superior Court of the State of California, County of Los Angeles, Case No. BC505679.
3. Pursuant to Government Code §54957.6, the City Council conferred with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to represented mid-management and non-management full-time employees and part-time employees.
4. Pursuant to Government Code §54957.6, the City Council did not go into closed session or confer with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to the unrepresented full-time executive management employees.

June 3, 2014

5. Pursuant to Government Code §54956.9(b), the City Council conferred with its legal counsel, and took the appropriate action with respect to significant exposure to litigation in two potential cases.

RECONVENED TO OPEN SESSION at 6:39 p.m.

ORAL CLOSED SESSION ANNOUNCEMENT

City Attorney Olivo reported on action taken on the above stated closed session items:

- There were no reportable actions taken on Item #1 or Item #2.
- Item #3 – City Council provided direction to staff, and the direction provided was unanimous.
- Item #4 – City Council did not go into closed session on this Item.
- There was no reportable action taken on Item #5.

6:30 P.M. – CITY COUNCIL MEETING

Regular City Council Meeting was called to order at 6:43 p.m.

The Salute to the Flag was led by Beatriz Sarmiento, Library Director, followed by an invocation offered by Finance Director Domic.

PUBLIC COMMENT

The following individuals addressed City Council on general matters within Council's jurisdiction: Javier Hernandez and Ernesto Delaluza.

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

Councilmember Altamirano:

- Stated that the City is transforming, in terms of new development, and is moving forward on many infrastructure related projects; Councilmember Altamirano expressed his desire to see City Council work together in order to achieve better results.
- Asked that a response letter be sent to Mr. Hernandez regarding infrastructure projects and the Street Pavement Management Program.

Mayor Pro Tem Leon and Mayor Baca Del Rio asked that the list of City accomplishments for the last three years be included in the letter to Mr. Hernandez. Councilmember Altamirano asked that the list be published in the Report to People, and posted on Facebook and Twitter.

June 3, 2014

Mayor Pro Tem Leon:

- Reported that she attended the pre-school graduation event.
- Invited everyone to attend an upcoming event on Saturday, June 7, 2014, at 10:00 a.m., in the Senior Center, during which Congresswoman Roybal-Allard's Office will provide information on services for seniors.

Mayor Baca Del Rio:

- Reported that she attended the pre-school graduation.
- Agreed with Councilmember Altamirano that a lot is happening in the City, and that working together is extremely important.

CONSENT CALENDAR

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

ROLL CALL:

AYES: Councilmembers/Board Members Altamirano, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (3)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: Councilmembers Aguilar and Robles (2)

1. Approval of Minutes

The City Council and Successor Agency approved the minutes of the Council Workshop of Wednesday, May 21, 2014, held at 3:30 p.m.; Concurrent Regular Meeting of Tuesday, May 20, 2014, held at 6:30 p.m.; Concurrent Adjourned Regular Meeting of Tuesday, May 20, 2014, held at 5:00 p.m.; and the Joint Adjourned Regular Meeting of the Measure AA Advisory Committee and City Council of Tuesday, May 13, 2014, held at 5:00 p.m.

2. Approval of Warrant Register Nos. 21A and 21B

The City Council and Successor Agency approved the bills and claims set forth in Warrant Registers No. 21A, dated June 3, 2014, and 21B for the period of May 21, 2014 to May 29, 2014.

3. Resolution #2014-54 Adopting an American with Disabilities Act Grievance Policy

The City Council adopted Resolution #2014-54, approving revisions to the City of Commerce Personnel Policies and Procedures Manual by adopting an American with Disabilities Act Grievance Policy.

June 3, 2014

4. Resolution #2014-55 Approving Revisions to the Personnel Classification and Compensation Plan

The City Council adopted Resolution #2014-55, approving revisions to the Personnel Classification and Compensation Plan to create new classifications and set salary levels for the Senior Facility Maintenance Lead Worker and the Performing Arts Specialist, and authorizing revisions to the salary schedule for the Fleet Maintenance Supervisor and the Day Camp Program Specialist.

5. Resolution #2014-52 Approving the Procurement of Six (6) Mobile Digital Computer-Equipped Community Services Officer Vehicles

The City Council adopted Resolution #2014-52, approving the procurement of six (6) Mobile Digital Computer-Equipped Community Services Officer Vehicles from the Los Angeles County Sheriff's Department.

6. Resolution #2014-50 of the Successor Agency to the Commerce Community Development Commission Approving an Agreement with Wilmington Trust, N.A. for Successor Trustee / Fiscal Agent Services

The Successor Agency to the Commerce Community Development Commission adopted Resolution #2014-50, approving an Agreement with Wilmington Trust, N.A., for Successor Trustee / Fiscal Agent Services.

7. Resolution #2014-53 Approving the Procurement of Two (2) Sheriff's Portable Radios, Four (4) Satellite Phones, and One (1) Animal Control Truck

The City Council adopted Resolution #2014-53, approving the procurement of two Sheriff's portable radios, four satellite phones, and one animal control truck through Measure AA fund purchases.

8. Resolution #2014-51 Approving Parcel Map No. 72186 for the Property at the Northeast Corner of Washington Boulevard and Telegraph Road

The City Council adopted Resolution #2014-51, approving Parcel Map No. 72186 (Land Division No. 144), for the property at the northeast corner of Washington Boulevard and Telegraph Road.

9. Resolution #2014-56 Approving the Second Amendment to the Cooperative Agreement with the Gateway Cities Council of Governments

The City Council adopted Resolution #2014-56, approving the Second Amendment to the Cooperative Agreement with the Gateway Cities Council of Governments for design and construction of the Truck Impacted Intersection Project Phase II (Washington Boulevard/Ayers Intersection Improvements).

June 3, 2014

SCHEDULED MATTERS

Item #17 was heard after the Consent Calendar.

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

This item was continued to the next regularly scheduled City Council meeting.

11. Appointments to Finance and Budget Oversight Committee

This item was continued to the next regularly scheduled City Council meeting.

12. New Logo for the City of Commerce Public Library

Library Director Sarmiento provided a brief overview of the staff report, and presented the proposed new logo for the Public Library. Discussion ensued. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to approve the new logo/branding image for the City of Commerce Public Library. The motion carried by the following vote:

ROLL CALL:

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

13. Presentation on Emergency Preparedness Efforts

Community Services Director Rodriguez provided a presentation regarding the on-going emergency preparedness efforts in the City. Discussion took place on emergency notification systems, and the locations that residents should go to in case of emergencies. Mayor Baca Del Rio requested that the information presented be relayed to residents regarding the City's emergency preparedness efforts.

Discussion ensued on potential collaboration with neighboring cities and jurisdictions regarding emergency preparedness.

14. Facility Room Rental Policy

This item was continued to the next regularly scheduled City Council meeting.

June 3, 2014

15. “Hall of Champions” Nominations

Parks and Recreation Director Wasserman provided a brief overview of the staff report, and stated that two of the nominations received for the “Hall of Champions” had been approved by the Parks and Recreation Commission.

Councilmember Altamirano moved, seconded by Mayor Pro Tem Leon, to induct Brenda Villa to the City’s “Hall of Champions.” The motion carried by the following vote:

ROLL CALL:

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

Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to approve the recommendation by the Parks and Recreation Commission for the two nominees for the City’s “Hall of Champions.”

ROLL CALL:

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

Following discussion, City Council directed staff to write a letter to Ralph Lauren requesting a donation of an Olympic sweater to the City’s “Hall of Champions.”

16. Discussion Regarding Preparing a City Council Agenda in Spanish

This item was continued to the next regularly scheduled City Council meeting.

17. Information Technology Infrastructure Upgrade Project – Approval of Change Order No. 6 with MTM Construction, Inc. and Agreements with Computer 1 Product of America Inc., PCM-G and Charter Fiberlink CA-CCO, LLC

This item was heard after the Consent Calendar, and before Item #10.

Finance Director Domic provided an overview of the staff report, and spoke about the City’s future information technology infrastructure plans. City Attorney Olivo clarified that

June 3, 2014

the proposed Resolution approving the Change Order for MTM Construction is not for Change Order No. 6, but rather Change Order No.3, and that the last sentence in the Resolution will be struck out.

Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to adopt the Resolution approving Change Order No. 3, to the Agreement with MTM Construction, Inc., for construction of a Data Center Utility Room. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Altamirano, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (3)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: Councilmembers Aguilar and Robles (2)

Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to adopt the Resolution approving three (3) Agreements with Computer 1 Products of America, Inc., PCM-G, and Charter Fiberlink CA –CCO, LLC, for services related to the construction of the City's Data Center and Network Design, the provision of a Voice Over Internet Protocol System, and an upgrade of the internet service provider. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Altamirano, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (3)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: Councilmembers Aguilar and Robles (2)

18. Facilitation Services for Green Zones Implementation - MIG Consulting

City Administrator Rifa provided a brief overview of the staff report, and recommended that staff be authorized to move forward with, and engage the services of, MIG Consulting for future Green Zones meetings and workshops. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to authorize the retention of services of MIG Consulting, and Esmeralda Garcia, to facilitate the prioritization process of the Green Zones Consensus Working Group.

ROLL CALL:

AYES: Councilmembers/Board Members Altamirano, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (3)

NOES: None (0)

MINUTES OF THE CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY MEETINGS

June 3, 2014

ABSTAIN: None (0)

ABSENT: Councilmembers Aguilar and Robles (2)

ADJOURNMENT

City Council adjourned at 7:54 p.m., to Tuesday, June 10, 2014, at 5:00 p.m., in Council Chambers.

Lena Shumway
City Clerk, CMC

**MINUTES OF THE
CONCURRENT ADJOURNED 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 27, 2014 – 5:00 P.M.

The meeting was called to order on Tuesday, May 27, 2014, at 5:09 p.m., in Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Altamirano and Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chairperson Baca Del Rio (4). **Absent:** Councilmember Aguilar (1).

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

RECESS TO CLOSED SESSION at 5:10 p.m.

1. Pursuant to Government Code §54956.9(a), **the Successor Agency** conferred with its legal counsel, and took the appropriate action, with respect to the pending litigation of: Mayans Development, Inc. and Los Jardines, LLC v City of Commerce Community Development Commission, et al., Superior Court of the State of California, County of Los Angeles, Case No. BC505679.

RECONVENE TO OPEN SESSION at 5:42 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Olivo reported on the above listed matter:

Item #1 – The Successor Agency Board Members provided direction to City Council regarding the associated costs of the proposed Settlement Agreement; to which Councilmember Altamirano moved, seconded by Councilmember Robles, with the motion being carried by the following vote: Ayes - Councilmembers Altamirano and Robles, Mayor Pro Tem Leon, and Mayor Baca Del Rio (4); and Absent - Councilmember Aguilar (1).

SCHEDULED MATTERS

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

Finance Director Domic noted that as part of the budget presentation for the Community Services Department, the Sheriff's and Fire Protection budgets were not included. Finance Director Domic went on to provide a PowerPoint presentation regarding the proposed budgets for the Community Services Department and Library.

Discussion took place regarding the County's animal control response, and the need for residents to have access to animal control 24/7, especially on weekends. Discussion also ensued on the proposed travel and training budget, and the idea of centralizing it under one budget for all departments.

Community Services Director Rodriguez provided an overview of the proposed lease option through the Sheriff's Department to obtain six (6) Mobile Digital Computer Equipped Community Services Officer (CSO) Vehicles. Discussion ensued. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to approve the procurement of six (6) Mobile Digital Computer Equipped CSO Vehicles.

ROLL CALL:

AYES: Councilmembers Altamirano and Robles, Mayor Pro Tem Leon, and Mayor Baca Del Rio (4)

NOES: None

ABSENT: Councilmember Aguilar (1)

Mayor Pro Tem Leon requested a more coordinated effort in regards to neighborhood watch meetings, including: follow-up; the use of spreadsheets outlining completed and outstanding issues, solutions found, and whether a plan exists; and possibly conducting a pre-neighborhood watch meeting survey. Discussion followed regarding the Community Oriented Policing Program, as well as the joint, coordinated efforts of the Community Service Officers and the Code Enforcement Officers.

Discussion took place on whether City Council wanted City Commissions and Boards to meet twice a month.

Discussion also took place regarding the workload of Homework Helpers at each of the libraries and the Library Director request for additional four Home Work Helpers for the next fiscal year budget.

ADJOURNMENT

City Council adjourned at 6:35 p.m., to Tuesday, June 3, 2014, at 5:00 p.m., in City Council Chambers.

Lena Shumway
City Clerk, CMC



CITY OF COMMERCE AGENDA REPORT

TO: HONORABLE CITY COUNCIL

Item No. 4

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT TO CPO ENTERPRISES INC. OF COVINA, CALIFORNIA, FOR CITY PROJECT NO. 1306 – 2013/2014 BUS SHELTER INSTALLATION (PHASE IV) PROJECT

MEETING DATE: June 17, 2014

RECOMMENDATION:

Approve the Resolution to award the Construction Contract to CPO Enterprises Inc. of Covina, California, for City Project No. 1306 – 2013/2014 Bus Shelter Installation (Phase IV) Project in the amount of \$202,880.00; authorize a 5% contingency (\$10,144.00), and assign the number next in order.

BACKGROUND:

Federal Transportation Administration and The Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) provided \$652,562 in funding for bus shelters repair and/or upgrades city-wide in the City of Commerce.

This is the final Phase of a four phase project which repaired and/or upgraded bus shelters city-wide. Phases I, II and III of the City's bus shelter project have been completed with a combined cost of approximately \$396,291.00.

A summary of the work completed is as follows:

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

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

On April 3, 2014, the Notice Inviting Sealed Bids for City Project No. 1306 – 2013/2014 Bus Shelter Installation (Phase IV) Project was advertised by the City of Commerce.

On May 9, 2014, in accordance with the Notice Inviting Sealed Bids, four (4) bids were received by the Public Works and Development Services Department.

After careful examination and evaluation of all bids received, and reference checks, City staff determined that CPO Enterprises Inc. of Covina, California, is the lowest, responsive and most responsible bidder.

ANALYSIS:

The project was advertised on April 3, 2014, and the bids were opened on May 9, 2014, with the following results:

Bidder	Amount
1. CPO Enterprises Inc., Covina, CA	\$202,880.00
2. ND Electrical Construction, Inc., Anaheim, CA	\$271,693.00
3. Aghapy Group, Inc., Bakersfield, CA	\$267,520.00
4. Malibu Pacific Tennis Courts, Inc., Westlake Village, CA	\$298,440.00

The Engineer’s Estimate for this project is \$210,000.00.

Four bids were received, and the lowest responsive and responsible bidder for the 2013/2014 Bus Shelter Installation (Phase IV) Project is CPO Enterprises Inc. Their bid is 3% below the Engineer’s Estimate. Staff reviewed the bid, contacted references provided with the bid and received positive responses.

The Department recommends that Council award the Standard Contract Agreement to CPO Enterprises Inc. in the amount of \$202,880.00. If awarded, it is anticipated that construction will commence July, 2014, and be completed within two (2) months (September, 2014).

ALTERNATIVES:

1. Approve staff recommendation
2. Reject staff recommendation
3. Provide staff with further direction

FISCAL IMPACT:

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the Capital Improvement Plan (CIP) budget.

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

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

Phases I, II and III of the City’s bus shelter project have been completed with a combined cost of approximately \$652,562, leaving a remaining balance of \$256,271.00.


The project estimate to complete Phase IV is as follows:

\$202,880	Construction
\$ 10,144	5% Contingency
\$ 41,097	Engineering and Construction Management
\$254,121	Total

RELATIONSHIP TO STRATEGIC GOALS:

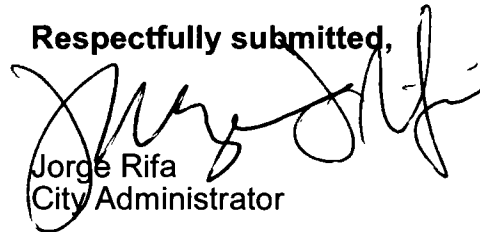
The issue before the Council is applicable to the following Council's strategic goal: "Improve and maintain infrastructure and beautify our community" as identified in the 2012 Strategic Plan.

Recommended by:



Maryam Babaki
Director of Public Works and Development Services

Respectfully submitted,



Jorge Rifa
City Administrator

Prepared by:



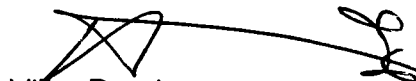
Wendell Johnson
Assistant Director of Public Works and Development Services

Reviewed by:



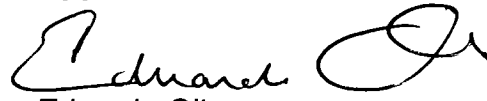
Claude McFerguson
Transportation Director

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Resolution
2. Standard Contract Agreement – Two Originals

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
AWARDING THE CONSTRUCTION CONTRACT TO CPO ENTERPRISES INC. OF
COVINA, CALIFORNIA, FOR CITY PROJECT NO. 1306 – 2013/2014 BUS SHELTER
INSTALLATION (PHASE IV) PROJECT

WHEREAS, on April 3, 2014, the Notice Inviting Sealed Bids were advertised by the City of Commerce; and

WHEREAS, on May 9, 2014, in accordance with the Notice Inviting Sealed Bids, four (4) bids were received by the Public Works and Development Services Department; and

WHEREAS, after careful examination, evaluation of all bids received and reference checks, City staff determined that CPO Enterprises Inc. of Covina, California, is the lowest, responsive and most responsible bidder.

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

Section 1. That all bids received are hereby rejected except the bid of CPO Enterprises, Inc., (hereinafter referred to as the "Successful Bidder"), being the lowest and best bid. The Construction Contract between the City and Successful Bidder is hereby approved. The Mayor is hereby authorized and directed on behalf of the City of Commerce to execute Contract.

Section 2. That a five percent (5%) contingency or \$10,144 be set aside for said project in order to successfully carry out and implement this project.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

**CITY OF COMMERCE
CONSTRUCTION CONTRACT
FOR**

**CITY PROJECT NO. 1306 & FTA PROJECT NO. CA-90-Y671
2013-2014 BUS SHELTER INSTALLATION (PHASE IV) PROJECT
IN THE CITY OF COMMERCE, CALIFORNIA**

THIS AGREEMENT is made and entered into this 17TH day of JUNE 2014, by and between the CITY OF COMMERCE, a Municipal corporation (the "CITY") and CPO ENTERPRISES INC. ("CONTRACTOR") of Covina, California.

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Sealed Bids to be submitted on or before 3:00 p.m. on Friday , May 9, 2014, for the 2013-2014 Bus Shelter Installation (Phase IV) Project (the "PROJECT"); and

WHEREAS, on June 17, 2014, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

ARTICLE I. CONTRACT DOCUMENTS.

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the "Contract Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of TWO HUNDRED TWO THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$202,880.00), which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also

including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of Article XII herein have been met.

ARTICLE IV. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

ARTICLE V. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the CITY and shall complete work on the PROJECT within forty-five (45) working days from the commencement thereof.

ARTICLE VI. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with

all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE VII. INDEMNIFICATION.

CONTRACTOR shall hold harmless, defend, and indemnify CITY and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

ARTICLE VIII. PERFORMANCE BOND AND PAYMENT BOND (LABOR AND MATERIALS).

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a performance bond, or bonds in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract. CONTRACTOR shall also furnish and file with the CITY, a payment bond (labor and materials), or bonds, in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the payment of all labor and materials furnished in connection with the Contract

ARTICLE IX. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. In CITY may make proof of loss if not made promptly by CONTRACTOR.

ARTICLE X. LIQUIDATED DAMAGES.

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of breach of this Contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event of such a breach. The parties therefore agree that in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of One thousand dollars (\$1000) shall be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of One thousand dollars (\$1000) as liquidated damages for each day of delay in the starting and/or completion and acceptance of said PROJECT beyond the date specified in the CONTRACT DOCUMENTS. Any and all such liquidated damage assessed shall be done so in accordance with that certain edition of the Specification for Public Works Construction, currently in effect as of the date of this Contract. The payment of such

liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

ARTICLE XII. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIII. NON-ASSIGNABILITY.

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR.

ARTICLE XIV. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XV. ATTORNEY'S FEES.

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XVI. TERMINATION OF CONTRACT

A. Termination for Convenience

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

B. Termination for Default

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, or one of its designated representatives, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to

neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

C. Waiver of Remedies for any Breach

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF COMMERCE

CPO ENTERPRISES INC. (CONTRACTOR)

By: _____
Tina Baca Del Rio, Mayor

By: _____
Christine Olivas, President

ATTEST:

APPROVED AS TO FORM:

By: _____
Lena Shumway
City Clerk

By: _____
Eduardo Olivo,
City Attorney

**EXHIBIT A
INSURANCE REQUIREMENTS**

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

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 \$5,000,000 for each person and \$5,000,000 for each occurrence; property damage limits of \$5,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

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 Contract 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 there from, and damage to property resulting from activities contemplated under this Contract, 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. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

4. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract,

CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

5. 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 Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

6. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

7. 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.

8. Qualifications of Insurer.

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

9. Approval of Insurer.

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

10. 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 CITY.

11. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The Agency's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

END OF SECTION



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 5

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE PURCHASE OF ONE COMPRESSED NATURAL GAS (CNG) SERVICE TRUCK FROM THORSON MOTOR CENTER, INC.

MEETING DATE: June 17, 2014

RECOMMENDATION:

Approve the purchase of one (1) compressed natural gas (CNG) service truck.

BACKGROUND:

On March 18, 2014 City Council approved the issuance of a Request for Proposal (RFP) for the purchase of one (1) compressed natural gas (CNG) service truck. The new vehicle would replace a 1987 GMC service truck that has significantly exceeded its useful lifespan.

The new service truck would help maintain the City's transit fleet and respond quickly to vehicle breakdowns. The CNG truck would be fueled at the City's CNG fueling station, which would realize a significant savings in fuel costs.

ANALYSIS:

On April 1, 2014 the City of Commerce issued a Request for Proposals (RFP) for the purchase of one (1) CNG-powered service truck.

The May 21st due date was extended to June 6th based on the request of several companies.

On June 6th the following bids were received:

Bidder	Bid Amount
Thorson Motor Center Inc.	\$100,595
Boerner Truck Center	\$113,259

Two bids were received, and the lowest responsive and responsible bidder for the CNG powered service truck is Thorson Motor Center, Inc., which is located in Pasadena and has supplied CNG-powered maintenance trucks to Montebello Bus Lines, Arcadia School District, Metropolitan Water District, and Los Angeles County. References for Thorson Motor Center are positive and their proposal complies with all requirements contained in the RFP document.

ALTERNATIVES:

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

FISCAL IMPACT:

The proposed activity can be paid for out of the approved Federal Funding allocation shown below:

FTA Grant CA-90-Z093	\$150,000
TOTAL FUNDING	\$150,000

Project Cost Estimates:

Base Bid	\$ 100,595
<u>Options</u>	
-Expanded CNG tanks	\$ 3,000
-Venturo Crane	\$ 24,300
Subtotal	\$ 27,300
Sales Tax	\$ 12,150
Total Purchase Price	\$ 140,045
Contingency	\$ 9,955
TOTAL	\$ 150,000

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 would help maintain the City's transit fleet and response time to vehicle breakdowns.

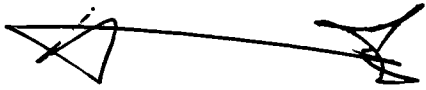
Recommended by:


Claude McFerguson
Director of Transportation

Respectfully submitted,


Jorge Rifa
City Administrator

Reviewed by:


Vilko Domic
Finance Director

Approved as to form:


Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Price Quote from Thorson Motor Center

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE PURCHASE OF ONE COMPRESSED NATURAL
GAS (CNG) SERVICE TRUCK FROM THORSON MOTOR CENTER, INC.**

WHEREAS, the Federal Transit Administration (FTA) has approved grant CA-90-Z093, which includes funds for a transit service vehicle; and

WHEREAS, the City's current service truck was purchased in 1987 and is becoming difficult to maintain due to its age; and

WHEREAS, staff is proposing to purchase a new CNG-powered service vehicle to help maintain the City's transit fleet; and

WHEREAS, Thorson Motor Center was the only company to submit a proposal to the City of Commerce RFP dated April 1, 2014;

**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 purchase a service truck from Thorson Motor Center, for a price not to exceed \$140,045. A contingency fund of \$9,955 would be established for a total project cost of \$150,000.

PASSED, APPROVED and ADOPTED, this _____ day of _____, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

CITY OF COMMERCE
CNG SERVICE TRUCK
PRICE SHEET

The City of Commerce reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and make an award as may best serve the interest of the City.

Item No.	Description	Price	
1	2013 ISUZU Gas N-Series Truck	<u>Inc</u>	
2	CNG Conversation Kit *	<u>X</u>	*22 GGE included, add \$3,000 for 44 GGE
3	Utility Bed Pacific Model #1234562049	<u>X</u>	
	a. Painted white behind the existing CNG tanks	<u>X</u>	
	b. Compartment arrangement 30-30-40-24	<u>X</u>	
	c. Horizontal compartment to have barn doors	<u>X</u>	
4	Dual Batter system 12 and 24 volts	<u>X</u>	
5	Back Up Camera	<u>X</u>	
6	Tommy Liftgate Model #G2-54-1340 EA 48		
	Install flush mounted and noticed into rear of body.		
	a. Control will be located in passenger rear most compartment.	<u>X</u>	
			<u>2 outlets</u>
7	Air Compressor with remote start and (2) each air outlets		
	a. One outlet in front of truck and other in rear of truck	<u>X</u>	
8	2 each motor oil containers	<u>X</u>	
9	2 each trans oil containers	<u>X</u>	
10	Oil spill tray locate under oil and trans containers	<u>X</u>	
11	Dual battery jump station system	<u>X</u>	
	a. Installed in a box with flip up door	<u>X</u>	
	b. Have a connection and the front and rear of the truck for jump starting 12 and 24 volt systems.	<u>X</u>	
	Installed customer supplied water tanks and pumps.		
12	Plumed to ball valves	<u>X</u>	
13	Front push bumper (Roller Type)	<u>X</u>	
14	Legal Lights (Low profile roof mounted amber LED light bar)	<u>X</u>	
15	Work Lights (Clear LED lights)	<u>X</u>	
	a. Front work light will need to mounted on an adjustable pole	<u>X</u>	
	b. Rear work light will need to be mounted at rear of truck on utility bed.	<u>X</u>	
16	Chrome rear bumper steps	<u>X</u>	
17	Custom cabinet mounted vise platform and vise	<u>X</u>	
18	Floor Jack (low profile and aluminum)	<u>E. not aluminum</u>	

19	Aluminum work ladder	<u>X</u>
20	Broom and shovel holders	<u>X</u>
21	Warranty on Truck and Components	<u>X</u>
22	TOTAL	<u>\$100,595.*</u>

Business Name	<u>Thorson Motor Center</u>	Date of Submittal	<u>5/21/2014</u>
Address	<u>3456 E Colorado Blvd</u>		
City	<u>Pasadena.</u>	State	<u>Ca</u> ZIP <u>91107</u>
Phone Number	<u>626-641-1968</u>	FAX	<u>888-576-6261</u>
Rep Name and Title	<u>John Wiltsey, Gov't Accts</u>	Signature	<u>John Wiltsey</u>

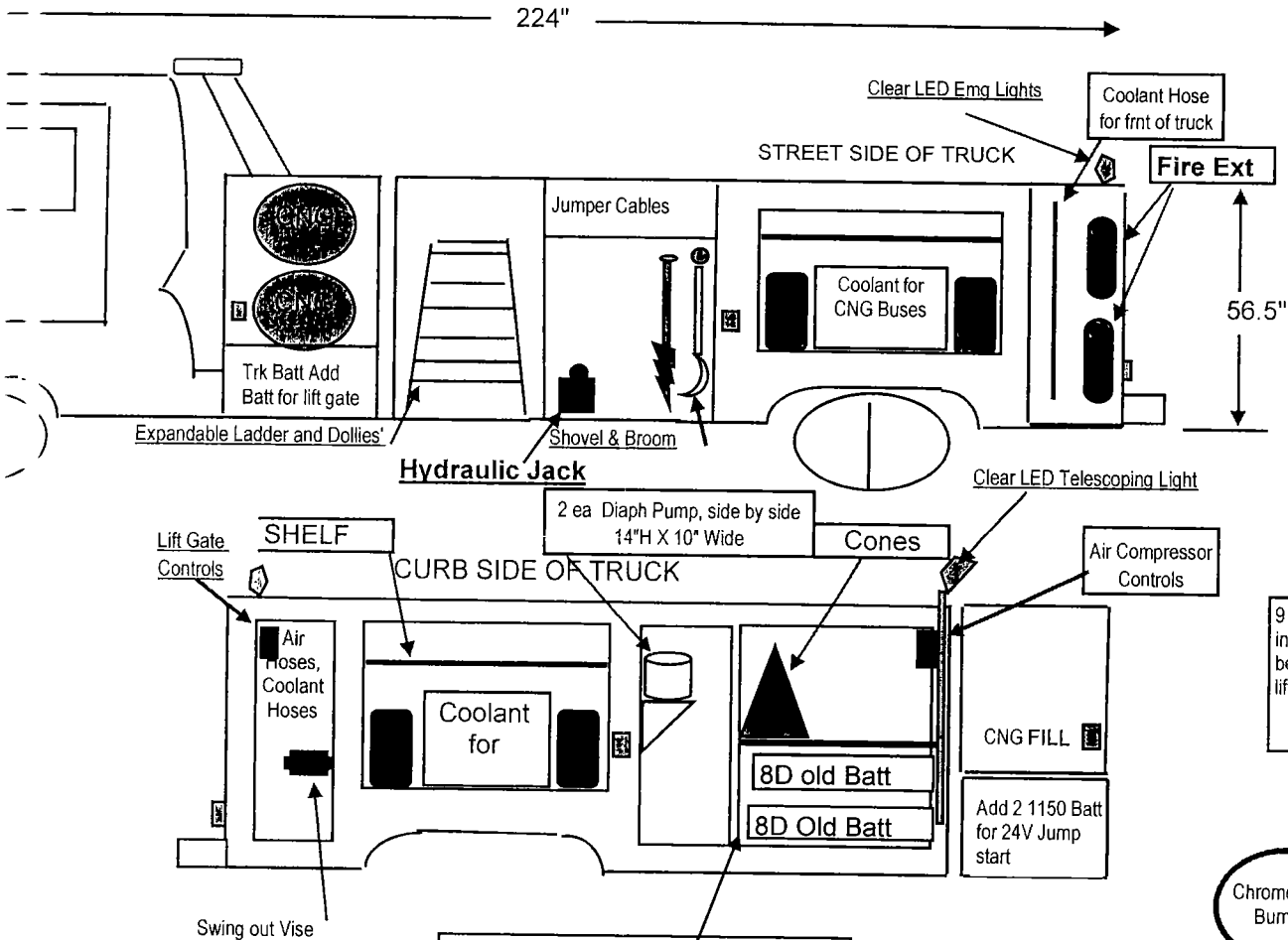
Verified by PDFfiller
 05/20/2014

*Price includes \$6,000 Credit for CEC Grant incentive, subject to availability and qualification. (funds can dry up)

Delivery 180-210 Days ARO

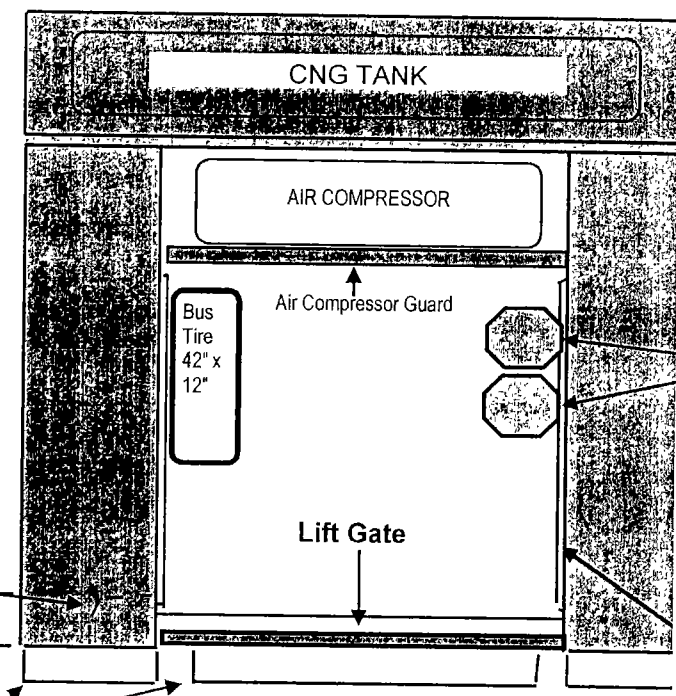
OPTIONAL, per request, Venturo Crane, \$24,300. if included in original build.

**COMMERCE
PROPOSED NEW SERVICE TRUCK**

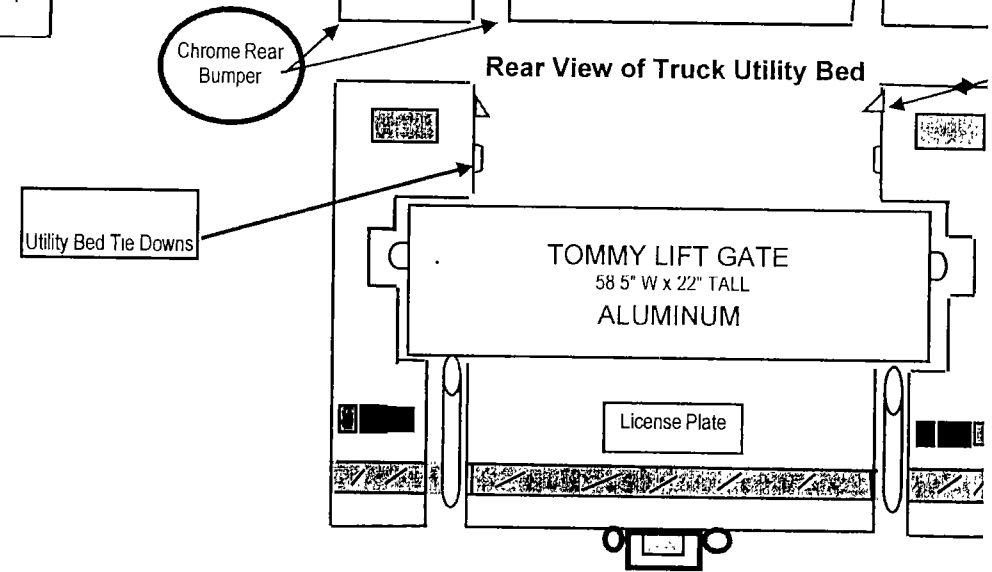


Two Sliding Shelves for used 8D batteries. Trays shall be rated at 125 lbs
 12" apart or 24" in Height x 27" Wide
 24" H X 27" WX 20" D with Wood on right and left side to prevent Positive and Negative Battery Posts from Grounding. Tray bottom shall be galvanized to prevent rust.

Top View of Utility Bed



Rear View of Truck Utility Bed



crane specs

6 hours ago 10:12 AM

From Greg Guzman

To 

image001.jpg 2.33 KB, Venturo Crane...arch_2013_OPT.pdf 3.12 MB

Hello John,

Please bid the crane as an option.

Regards;

Greg Guzman

Fleet Maintenance Supervisor
City of Commerce
5555 Jillson St.
Commerce, CA 90040
(323) 887-4419
Fax: (323) 887-4486
Gregg@ci.commerce.ca.us





Thorson Isuzu Truck

John Wiltsey | 626-641-1968 | isuzutrucks@mac.com

2015 Isuzu NPR HD GAS REG (KE204) 132.5" WB 14500 GVWR IBT PWL ALT FUEL

Window Sticker

SUMMARY

2015 Isuzu NPR HD GAS REG (KE204) 132.5" WB 14500 GVWR IBT PWL ALT FUEL

MSRP:\$42,720.00

Interior:No color has been selected.

Exterior 1:Arc White

Exterior 2:No color has been selected.

Gas Engine, GMPT-V8 8 cylinder V block, four cycle overhead valve water cooled Vortec 6 liter SFI V8 297 HP gross @ 4300 RPM; 372 lb-ft gross torque @ 4000 RPM.

Transmission, Automatic, 6L90-E Hydra-Matic, 6-speed

OPTIONS

CODE	MODEL	MSRP
KE204	2015 Isuzu NPR HD GAS REG (KE204) 132.5" WB 14500 GVWR IBT PWL ALT FUEL	\$42,720.00
OPTIONS		
34C	Very Dark Pewter, Tricot & Jersey knit combination cloth seat trim	Inc.
729	Arc White	\$0.00
IA9	Wheelbase, 132.5" (336.6 cm)	Inc.
IC6	Rear axle ratio, 5.375:1	Inc.
KE204	Custom/base model	\$0.00
KL8	Alternative Fuel Capable Engine (AFCE)	\$0.00
L96	Gas Engine, GMPT-V8 8 cylinder V block, four cycle overhead valve water cooled Vortec 6 liter SFI V8 297 HP gross @ 4300 RPM; 372 lb-ft gross torque @ 4000 RPM.	\$0.00
MYD	Transmission, Automatic, 6L90-E Hydra-Matic, 6-speed	Inc.
RQ2	Truck application	Inc.
XTN/R3M	Front tires, 225/70R19.5F (14 ply) LRR (low rolling resistance) tubeless steel belted radials, all season	Inc.
YF5	50 State Emissions, including California	Inc.
YTN/S3M	Rear tires, 225/70R19.5F (14 ply) LRR (low rolling resistance) tubeless steel belted radials, all season	Inc.
ZY1	Solid paint	Inc.
SUBTOTAL		\$42,720.00
Adjustments Total		\$0.00
Tire Weight Tax		\$18.33

Current report content is based on Data Version 558, May 14, 2014 9:26:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



Thorson Isuzu Truck

John Wiltsey | 626-641-1968 | isuzutrucks@mac.com

2015 Isuzu NPR HD GAS REG (KE204) 132.5" WB 14500 GVWR IBT PWL ALT FUEL

Destination Charge	\$1,125.00
TOTAL PRICE	\$43,863.33

Current report content is based on Data Version 558, May 14, 2014 9:26:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Subject: CITY OF COMMERCE

1-124" CUSTOM UTILITY BODY PAINTED AND INSTALLED
TO INCLUDE:

DUAL BATTERIES

1-FRONT PUSH BUMPER PER SPEC

1-ALUMINUM DIA PLATE PER SPEC

1-TIE DOWNS

1-SHELVING AND TRAYS PER SPEC

1-LIFTGATE

1-AIR COMPRESSOR

1-FLUID CONTAINERS

1-JUMP START SYSTEM

1-(2) EA WATER TANKS

1-CHROME REAR BUMPER

1-VISE AND BRACKET

1-FLOOR JACK (NOT ALUMINUM)

1-STEP LADDER

1-SHOVEL AND BROOMS

1-LIGHT BAR AND WORK LIGHTS

1-CNG TANK COVERS (SKIN EXISTING FRAMEWORK ONLY)

1-RECEIVER HITCH AND PLUG

1-BACK UP CAMERA

1-LEGAL LIGHTS

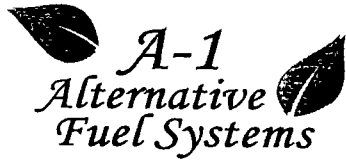
\$ 55,330.00 EA RESALE

OPTIONS: 1-VENTURO ET 25 KX CRANE INSTALLED WITH OUTRIGGERS \$ 24,300.00
ADDITIONAL

NOTES;
FLOOR JACK IS NOT ALUMINUM

Best Regards

Jeff Kearns
Pacific Truck Equipment
11655 E Washington Blvd.
Whittier Ca 90606
Phone #562-464-9674
Fax #562-464-6067
jeffk.pacific@gmail.com



2320 Stanislaus
Fresno, CA 93721
559-485-4427

DATE	QUOTE
5-20-14	NPR/22-50BTC

SHIP TO:
Fritts Ford John Wiltsey

P.O. NO	TERMS	REP	FOB
	<i>Due on completion</i>	MG	Fresno
ITEM	DESCRIPTION	QTY	PRICE EACH
NPR-L22-BTC	2014 Isuzu NPR CARB CNG Cab & Chassis 22 (GGE) behind the cab package	1	\$14,900.00
NPR-L44-BTC	44 (GGE) behind the cab package	1	\$17,900.00

Note: Quote is good for 30 days

Note: After we receive vehicle and parts allow 30 working days to complete vehicle.

Note: Vehicle **must** be ordered with gaseous fuel prepped engine.

Note: Allow 27" of space behind the cab for placement of cylinder cabinet.

Note: This quote does not include the outside covers of cylinder cabinet. Covers to be made and installed by body manufacturer.

Buyer Authorization: Buyers signature below is acceptance to purchase the product identified above.

Does not include applicable tax

Signature

Date



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **6**

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING CITY STAFF TO APPLY FOR GRANT FUNDING FOR CAPITAL AND OPERATING ASSISTANCE ON BEHALF OF THE CITY OF COMMERCE, FOR FISCAL YEAR 2014-2015

MEETING DATE: June 17, 2014

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

ANALYSIS:

The City of Commerce submits public transportation claims to Metro on an annual basis for capital and operating funds under the following categories:

Local Transportation Fund (LTF)

Article 4, PUC Section 99260 (a), for support of public transportation systems

State Transit Assistance Fund (STAF)

Article 6.5, PUC Section 99315 - for operators, cities and counties eligible to receive Article 4, 4.5, or 8c - in meeting public transportation needs

Claims must include a Governing Body Authorization in which the claimant's governing body authorizes the claim and approves the basic purpose for which it is being filed.

ALTERNATIVES:

1. Approve the Resolution authorizing staff to apply for grant funding; or
2. Provide staff with further direction.

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

This agenda item reports relates to the 2012 strategic planning goal: "Grow revenues to ensure all expenses are being met so that we can remain fiscally responsible and continue to provide services to the residents," as these subsidies will assist in mitigating Transportation's operating and capital costs for the City.

Recommended by:



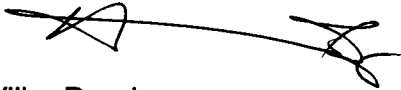
Claude McFerguson
Director of Transportation

Respectfully submitted,



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, AUTHORIZING CITY STAFF TO APPLY FOR GRANT FUNDING FOR
CAPITAL AND OPERATING ASSISTANCE ON BEHALF OF THE CITY FOR FISCAL
YEAR 2014-2015**

WHEREAS, the City of Commerce submits public transportation claims to Metro on an annual basis; and

WHEREAS, claims must include a Governing Body Authorization in which the claimant's governing body authorizes the claim and approves the basic purpose for which it is being filed.

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

SECTION 1: The City Administrator, the Director of Finance and the Director of Transportation are hereby authorized to submit Public Transportation Claims to Metro for Fiscal Year 2014-2015.

PASSED, APPROVED and ADOPTED this 17th day of June, 2013.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk



CITY OF COMMERCE AGENDA REPORT

TO: HONORABLE CITY COUNCIL

Item No. 7

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) OF LOS ANGELES, CALIFORNIA, TO PREPARE A CEQA DOCUMENT FOR SLAUSON AVENUE SIDEWALK IMPROVEMENT AND TREE PLANTING PROJECT (CAPITAL IMPROVEMENT PROJECT)

MEETING DATE: June 17, 2014

RECOMMENDATION:

Adopt the Resolution approving a Professional Services Agreement with ESA to prepare a CEQA document for Slauson Avenue Sidewalk Improvement and Tree Planting Project, and assign the number next in order.

BACKGROUND:

Existing sidewalks and other hardscape along Slauson Avenue between I-710 and I-5 Freeways exhibit severe displacement that are primarily caused by tree roots along this segment of the road. The Public Works and Development Services Department is preparing a project to address the rehabilitation and reconstruction of the sidewalk not only as a service to residents, but also to comply with various State and Federal laws including the Americans with Disability Act.

On December 10, 2013 a study known as "Slauson Avenue Tree and Sidewalk Analysis" was conducted. Slauson Avenue is a two-way street with two travel lanes and 5 foot sidewalks in each direction. The Study Area was approximately 2.7 linear miles. The document reviewed the existing condition of the sidewalks along that segment and the study concluded that the existing parkway between the curb and sidewalk cannot accommodate the root growth of the existing trees. This in turn caused damage to the public right of way including sidewalks, driveways, curb and gutters. More specifically, there were a total of 111 locations where the existing Ficus trees have lifted the sidewalks and caused damages. The study also concluded that the existing pavement along Slauson Avenue is also in need of rehabilitation to varying degrees.

On March 4, 2014, City Council approved the RFP to prepare a CEQA document for Slauson Avenue Sidewalk Improvement and Tree Planting Project; and authorized the Public Works and Development Services Department to proceed with the issuance of a Request for Proposals (RFP), advertise for proposals, and designate April 4, 2014, as the proposals due date.

ANALYSIS:

On April 4, 2014, six proposals for CEQA document and environmental studies were received from the following companies:

Consultant Name
1. UltraSystems Environmental, Inc., Irvine, CA
2. MIG/Hogle-Ireland, Riverside, CA
3. LSA Associates, Inc., Irvine, CA
4. Impact Sciences, Pasadena, CA
5. Environmental Science Associates (ESA), Los Angeles, CA
6. Global Environmental Permitting, Inc. (GEPPermit), San Diego, CA

The selected firm will be responsible for preparing a CEQA document.

Staff reviewed all proposals. Proposals were evaluated on completeness of proposal, compliance with the RFP format, project understanding, project schedule, relevant experience, and knowledge in public agency procedures and requirements. Their combined scores are as follows:

Consultant Name	Average Score
Environmental Science Associates (ESA), Los Angeles, CA	83
UltraSystems Environmental, Inc., Irvine, CA	77
MIG/Hogle-Ireland, Riverside, CA	73
Impact Sciences, Pasadena, CA	71
LSA Associates, Inc., Irvine, CA	68
Global Environmental Permitting, Inc. (GEPPermit), San Diego, CA	62

Based on the above scores, staff recommends that the City Council approve a professional services agreement with ESA for preparation of a CEQA document and an environmental study for the Slauson Avenue Sidewalk Improvement and Tree Planting Project in the amount of \$62,650.00.

ALTERNATIVES:

1. Approve staff recommendation
2. Reject staff recommendation
3. Provide staff with further direction

FISCAL IMPACT:

On February 4, 2014, a resolution was approved by City Council to authorize \$2.05 million of Measure AA funding to be allocated for implementation of the Slauson Avenue project. This is consistent with the Measure AA Committee recommendation and includes the following items:

- \$1,850,000 for proposed tree and sidewalk replacement to reconstruct damaged areas and will include some street repair/rehabilitation;
- \$200,000 for installation of a sidewalk on the south side of Slauson Avenue between Gage Avenue and the I-5 Freeway bridge; and

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 Johnson
Assistant Director of Public Works and Development Services

Reviewed by:



Viiko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement (2-Originals)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SERVICES ASSOCIATES (ESA) OF LOS ANGELES, CALIFORNIA, TO PREPARE A CEQA DOCUMENT FOR SLAUSON AVENUE SIDEWALK IMPROVEMENT AND TREE PLANTING PROJECT (CAPITAL IMPROVEMENT PROJECT)

WHEREAS, on March 4, 2014, City Council approved the RFP to prepare a CEQA document for Slauson Avenue Sidewalk Improvement and Tree Planting Project; and

WHEREAS, on April 4, 2014, in accordance with the Request for Proposals, six (6) proposals were received by the Public Works and Development Services Department; and

WHEREAS, after careful examination, evaluation of all proposals received and reference checks, City staff determined that ESA of Los Angeles, California, is the most responsible bidder.

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

Section 1. That all proposals received are hereby rejected except the proposal of ESA, being the most responsive and best proposal. The Professional Services Agreement between the City and ESA is hereby approved. The Mayor is hereby authorized and directed on behalf of the City of Commerce to execute the Professional Services Agreement.

PASSED, APPROVED AND ADOPTED this 17TH day of June, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of June 17th, 2014 (the "Effective Date") is made by and between Environmental Science Associates (ESA) ("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 until the completion by Consultant of all the Services, to the satisfaction of the City.

3. Compensation.

So long as Consultant is discharging its obligations in conformance with the terms of this Agreement, Consultant shall be paid a fee by the City in accordance with the fee schedule set forth in 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; Subcontracting.

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

Consultant may not have a subcontractor perform any Services except for the subcontractors identified in Exhibit A as such. Such identified subcontractors shall perform only those Services identified in Exhibit A as to be performed by such subcontractor. All labor, materials, fees and costs of such identified subcontractors shall be paid exclusively by Consultant. No subcontractors may be substituted for any of the identified subcontractors except with the prior written approval of the City Administrator.

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 City Administrator or his designee. All communications, instructions and directions on the part of the City shall be communicated

exclusively through the City Administrator or his designee.

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

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

14. Confidentiality.

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

15. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, City or percentage from the award or making of this Agreement, except for subcontractors

listed in this Agreement. For breach or violation of this warranty, the City shall have the right, among other available legal remedies, to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Conflict of Interest.

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

19. Other Agreements.

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

20. Termination.

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

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

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

21. Waiver of Breach.

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the City Administrator and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for

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

22. Assignment.

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

23. Arbitration.

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

24. Attorneys' Fees.

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

25. Notices.

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

For the City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Wendell Johnson, Assistant Director of
Public Works & Development Services

For Consultant:

ESA
626 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90017
Attn: Deanna Hansen, Vice President and Project Director

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

ENVIRONMENTAL SERVICES ASSOCIATES (Consultant)

By: _____
Tina Baca Del Rio, Mayor

By: _____
Name: Deanna Hansen
Title: Vice President

Dated: _____, 2014

Dated: _____, 2014

ATTEST:

Lena Shumway, City Clerk

Dated: _____, 2014

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

“SCOPE OF SERVICES”
(ESA’s Proposal Dated April 4, 2014)

Proposal

**SLAUSON AVENUE SIDEWALK
IMPROVEMENT AND TREE PLANTING PROJECT
(CAPITAL IMPROVEMENT PROJECT)**

CEQA Document

Prepared for
City of Commerce
Department of Public Works
and Community Services

April 4, 2014





626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
213.599.4300 phone
213.599.4301 fax

www.esassoc.com

April 4, 2014

City of Commerce
Mr. Selim Bouhamidi, Project Manager
Department of Public Works and Community Services
2535 Commerce Way
Commerce, CA 90040

RE: Request for Proposals for Preparation of CEQA Document for Slauson Avenue Sidewalk Improvement and Tree Planting Project (CIP Project)

Dear Mr. Bouhamidi:

Thank you for the opportunity to continue building a relationship with the City of Commerce (City) and provide environmental documentation support for the Slauson Avenue Sidewalk Improvement and Tree Planting Project (CIP project). Environmental Science Associates (ESA) is ideally suited to assist you in preparing the appropriate technical studies and environmental documentation to support the CIP project. We have recent experience working on planning projects in the City including, the 2014-2021 Housing Element update and an update to the Zoning Code addressing manufacturing and commercial uses. For this CIP project, we have assembled a team of experienced professionals with extensive CEQA knowledge and specific experience analyzing similar CIP projects, including other sidewalk and roadway repair projects. Selecting ESA to prepare the technical studies and supporting environmental documentation will provide the City of Commerce with the following:

- **A Highly Adept Team** dedicated to preparing supporting technical studies and accompanying CEQA document for the Slauson Avenue Sidewalk Improvement and Tree Planting project:
 - **Deanna Hansen**, will serve as a Project Director and has over 20 years of experience in environmental consulting and has participated in a wide variety of residential, commercial, industrial, and infrastructure projects. She has developed a well-balanced expertise in environmental compliance for development projects, and specializes in CEQA/NEPA compliance.
 - **Danielle Griffith** will serve as the Project Manager and has over twelve years' experience as a CEQA practitioner and four years' experience in land use transactional law and entitlement. She has worked on a number of roadway repair projects of a similar nature and her knowledge and experience can facilitate processing the project in an expedited manner.
 - **Greg Ainsworth** will serve as arborist and biological resource director in support of the project. He is a member of the Oak Woodland Habitat Conservation Alliance; a team of professional arborists, forestry personnel and planners that recently completed an Oak Woodland Conservation and Management Plan for the County of Los Angeles.
 - **Monica Strauss** will provide cultural resources support that will bring working knowledge to the project. She recently served as the cultural resources project manager for the City of Twentynine Palms National Park Drive Sidewalk Improvement Project.
 - **Terrence Wong** is a highly analytical and skilled environmental planner with 12 years of experience in the preparation of CEQA and NEPA documents. His technical capabilities include

April 4, 2014
Page 2

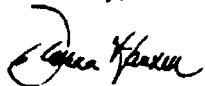
a specialization in air quality and noise analyses along with general section writing and preparation of environmental documents.

- ***An Understanding of the City.*** ESA has recently worked on two planning projects with the City of Commerce. We are familiar with City staff and have a clear understanding of City protocol and policies. With this understanding, we will be able to easily initiate the process of preparing the technical reports and environmental document required for the project and can facilitate a smooth working process to complete the project on time and on budget.
- ***Ability to Meet Project Schedules.*** We understand that “time is of the essence” for completing the environmental review for this CIP project. We engage in a proactive approach to monitoring and controlling projects, schedules and budgets in an effective and efficient manner. We work closely with our clients to establish a clear and detailed scope, schedule, and cost budget. Each part of the proposed scope of services is carried out in clearly defined phases. Each phase includes the preparation of technical documents carefully reviewed with client representatives to gain a common understanding of direction before moving into the next phase of work.

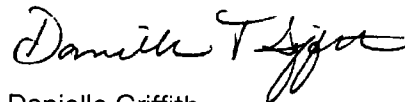
The attached proposal outlines ESA’s proposed scope of work (including specific tasks and deliverables), a list of similar projects completed by the project manager and key staff, project team resumes, client references, proposed project schedule, and cost proposal.

This proposal has been prepared to show that ESA will provide an environmental documentation team with efficient strategies, proven success, maturity, and no learning curve. We appreciate the opportunity to be considered for this project. Please let us know if you need any additional information or have any questions. Deanna and/or Danielle can be reached at 213-599-4300.

Sincerely,



Deanna Hansen
Vice President



Danielle Griffith
Managing Associate

Proposal

SLAUSON AVENUE SIDEWALK IMPROVEMENT AND TREE PLANTING PROJECT (CAPITAL IMPROVEMENT PROJECT)

CEQA Document

Prepared for
City of Commerce
Department of Public Works
and Community Services

April 4, 2014



626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
213.599.4300
www.esassoc.com

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P140233



Table of Contents

PROPOSAL FOR CITY OF COMMERCE TO PREPARE A CEQA
DOCUMENT FOR SLAUSON AVENUE SIDEWALK IMPROVEMENT AND
TREE PLANTING PROJECT (CIP)

	<u>Page</u>
Section 1: Introduction.....	1
Section 2: Approach and Scope of Work.....	3
Section 3: Qualifications and Experience.....	10
Section 4: Fee Schedule and Cost Estimate.....	18
Section 5: References.....	26
Appendix A: Resumes.....	28



Introduction

Contact Person

Danielle Griffith, JD
Project Manager
626 Wilshire Blvd., #1100
Los Angeles, CA 90016
213.599.4300 | phone
213.599.4301 | fax
dgriffith@esassoc.com

Environmental Science Associates (ESA) is a multi-disciplinary firm of environmental and community planning professionals founded in 1969. We are the largest employee-owned specialty environmental consulting firm in California. Since our incorporation 44 years ago, ESA has prepared thousands of environmental documents in compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA); Federal Clean Air, Clean Water, and Resource Conservation and Recovery Acts; state and federal endangered species acts; and other local, state, and federal environmental requirements.

These types of documents include the preparation of programmatic and project level documents; technical studies; and feasibility and site selection studies. We also provide land use planning and urban design; sustainability planning; environmental licensing, permitting, monitoring, and restoration; and public involvement services. Our mission is to assist clients, solve environmental planning and management problems, develop environmentally sensitive plans and projects, and satisfy applicable environmental permitting and documentation requirements.

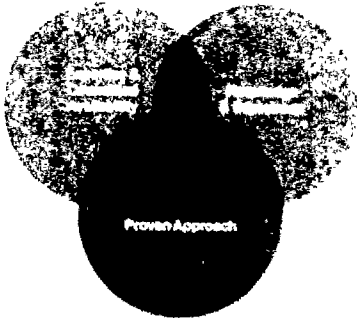
A Recognized Environmental Leader. ESA's award-winning environmental documents have earned recognition for their concise communication of complex technical analysis and their legal defensibility. The City of San Francisco turned to ESA to prepare fast-track CEQA and NEPA documentation and provide technical and logistical support for complex multi-agency regulatory compliance for the 34th America's Cup Race, which took place in the summer of 2013. ESA led, and was integral to, a number of project implementation plans including a zero waste management plan and an event sustainability plan for the project. For this fast-track project, ESA received the National Association of Environmental

Professionals' prestigious President's 2013 National Environmental Excellence Award and the 2013 AEP Outstanding Award in the Environmental Analysis category.

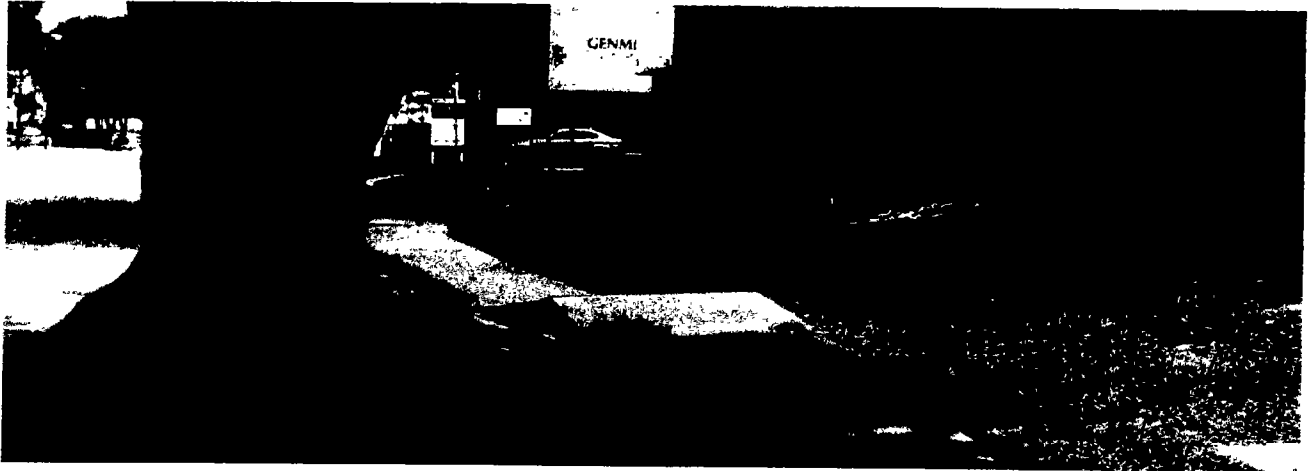
Responsiveness to Fast-Tracked Schedules. ESA has provided highly responsive project planning and CEQA compliance documentation on short schedules and notice on a variety of important projects. ESA understands and will respond to the needs of the City to prepare and process project CEQA documents in an as efficient and expedited manner.

Offices and Staff. ESA has over 350 employees company-wide in 13 offices in California, Oregon, Washington, and Florida. ESA's Corporate Headquarters are in San Francisco. Environmental documentation and review conducted for the City of Commerce Slauson Avenue Sidewalk Improvement and Tree Planting Project will be managed and undertaken by staff from ESA's Southern California office in Los Angeles. Technical staff has been selected due to their technical expertise, specifically to meet the needs of this project.

ESA's major strength lies in fostering and managing the teamwork and coordination required to conduct effective interdisciplinary environmental planning, impact analyses, and mitigation development and monitoring. Our staff is fully integrated between offices, and, as a result, we can easily assemble teams with the right experience for the job. With multiple offices and diverse technical specialties, we are large enough to deliver a full range of services -from planning and analysis to permitting and monitoring. Yet, we are small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients.



Stability and Capacity. Our stability during more than 45 years of continuous operation is based largely in the firm's dedication to technical excellence, effective communication, and client responsiveness. ESA is 100% employee-owned, with a strong financial position and no court-invalidated ESA-prepared documents due to negligence by ESA or its subconsultants. The fact that our employees are the firm's owners, together with our exclusive emphasis on environmental planning ensures that our clients will receive a high quality and responsive environmental consulting service.



Project Understanding

ESA understands that the City of Commerce is preparing to commence a multi-year Capital Improvement Project (CIP) to perform various public works related improvements to Slauson Avenue from the I-710 Freeway to Telegraph Road. The CIP project scope includes:

- The repair and replacement of the severely displaced sidewalk and other hardscape along Slauson Avenue caused by City street tree roots;
- Construct new sidewalk and other ADA improvements on Slauson Avenue between Gage Avenue and Telegraph Road;
- Pruning, transplanting, and/or tree and stump removal of selected existing City street trees.

Potential environmental issues the project may encounter includes tree impacts, biological resource impacts, cultural impacts and air quality/greenhouse gas emission impacts. Based on our recent experience completing a fast-tracked Initial Study/Mitigated Negative Declaration (IS/MND) for the City of Los Angeles, Department of Recreation and Parks (five month completion from start to finish), we know our team can also complete this project with an expedited turn-around time.

Drawing from our experience with other recent sidewalk and street repair projects and based on a recent visit to the project area along Slauson Avenue, ESA recommends the preparation of an IS/MND, subsequent to the technical reports preparation, as the environmental document for the project.

We are prepared to begin work on April 25, 2014 and plan to have the Initial Study complete and ready for consideration of approval by August, which will provide the City with adequate time to approve/process the project to allow for construction activities to commence in September 2014.

Approach and Scope of Work

Task 1: Project Management

ESA's Project Manager, Danielle Griffith, will oversee the day to day functions associated with preparation of the Initial Study/MND and will be responsible for scope, schedule and budget, and technical team management; monthly progress reporting and invoicing; and overall performance. ESA's Project Director, Deanna Hansen, will provide senior oversight for contract performance as well as quality assurance. ESA's Project Manager will maintain regular contact with the City project staff as appropriate. This task includes the following management meetings with the City:

- Project kick-off meeting – This meeting will be attended by the Project Manager, and will consist of a discussion of the project details, CEQA approach, major milestones and deliverables, timeline, and any necessary information needs to get started. This will also be combined with a site visit by the Project Manager and City project staff.
- Up to two additional progress meetings are included either in person or via conference call, for project description refinement, document review, and document finalization, which will occur at different phases throughout the project.

Task 2: Technical Reports

Technical Evaluations

Particular technical areas that will be addressed in the Initial Study are described on the following pages:



Air Quality/Greenhouse Gases – The project site is located within the South Coast Air Basin (Basin) under the local jurisdiction of the South Coast Air Quality Management District (SCAQMD). The air quality analysis will be based on the checklist questions in Appendix G of the State CEQA Guidelines, and will be conducted in accordance with the procedures and methodologies set forth in the SCAQMD's *CEQA Air Quality Handbook*. Because the project is a “construction” type project for purposes of an air quality assessment (no long-term operational impacts), the evaluation of air quality impacts will focus on short-term

regional construction emissions generated during brush clearing and sidewalk improvement activities using the most recent version of the California Emissions Estimator Model (CalEEMod) based on project data (e.g., duration of removal, amount of land to be disturbed), types and number of equipment to be used, number of construction employees) to be provided by the City, where available.

Greenhouse gas (GHG) emissions contribute on a cumulative basis to global climate change. As such, the GHG emissions resulting from the project will be assessed for their potential contribution on a cumulative basis to global climate change impacts. As the project itself does not include the development of any land uses that would generate or attract vehicle trips or result in population or

housing growth, no operational (long-term) impacts associated with GHG emissions would occur. Similar to the air quality assessment, the evaluation of potential impacts associated with GHG emissions will be conducted for the project's construction-related activities (i.e., brush removal and sidewalk improvements). GHG emissions will be estimated using the CalEEMod computer model. SCAQMD has not adopted a threshold or methodology for use in analyzing climate change impacts from projects that are not industrial or stationary in nature. In conducting the analysis for the project, the CEQA checklist questions related to GHG emissions in the State CEQA Guidelines will be used to evaluate the project's GHG emissions in order to determine significance of project's impact on climate change. The metrics used to evaluate the project's GHG emissions would include incorporation of legislative goals such as Assembly Bill (AB) 32, Executive Order S-3-05, and Senate Bill 97 as well as recommendations from the Governor's Office of Planning and Research (OPR) and the California Attorney General's Office.

Biological Resources – ESA's understands there are a number of trees located along Slauson Avenue whose roots have caused the sidewalks and other hardscape to crack and are in disrepair, and therefore must be removed. In order to adequately evaluate the impacts of the tree removal ESA proposes a Tree Survey Report and a Biological Resources Evaluation.

- **Tree Survey Methodology** - ESA understands that a tree health survey shall include all street trees located on the north- and south-sides of Slauson Avenue between I-710 Freeway and Telegraph Road. Based on a site reconnaissance, it is estimated that approximately 200-250 street trees occur within the study area.

Each street tree located within the study area will be assessed from the base of the tree. A subjective alphabetical ranking ("A" being best and "F" being worst) will be assigned for vigor, overall health, and physical condition.

Tree locations will be collected with a Trimble GEO XH Global Information System with sub-centimeter accuracy and depicted on a map. If desired, each tree can be marked with an inconspicuous tree tag for identification purposes. Otherwise, a fictitious number will be assigned to each tree, so that the information collected can be referenced to the map and data spreadsheet that will be provided in the report.

At a minimum, the following data will be collected for each tree: 1) species; health; physical characteristics and stability and/or potential defects in the tree; 2) tree size height and trunk diameter; 3) description of the growth habit and ultimate mature size of each species and measurements of canopy height, width, trunk diameter and eventual size of the trunk flare; 4) estimation of the viability and remaining life expectancy; 5) identification of whether the tree is suitable for its location and a description of existing or potential issues that the tree may pose on surrounding infrastructure and sidewalk; and 6) recommendations for suitable replacement trees at each location.

- **Tree Survey Report** - ESA will submit a tree survey report following the completion of the survey. The report will include a description of the survey methods used to evaluate each tree

within the study area. A table will be included that summarizes the data described above. An aerial map will be included that depicts the location and identification of each species within the study area and all GIS shapefiles will be provided electronically. Finally, a spreadsheet will be included in the report of all data collected and recommendations for maintenance, removal, or replacement with a more desirable specimen.

Biological Resources Evaluation Methodology

- **Literature and Database Review** - Existing documentation pertinent to the biological resources within, or in the vicinity of, the project site will be reviewed. This will include a review of the most recent California Natural Diversity Data Base (CNDDB) that lists historical and recent occurrences of special-status plant and animal species in the project area; the most recent California Native Plant Society (CNPS) database that lists historical and recent occurrences of special-status plant species in the project area; and available documentation describing the biological resources of the project site (or immediate vicinity) and nearby sensitive biological areas, such as a habitat conservation easement.
- **Field Investigation** - Based on a brief reconnaissance of the study area, it is expected that few sensitive biological resources will be present, outside of nesting opportunities for common passerine birds and raptors. Nonetheless, Slauson Avenue and adjacent areas will be assessed to identify and characterize biological resources occurring or with potential to occur in the immediate vicinity. The potential for support special-status plant or animal species will be evaluated based on an analysis of on-site vegetation and habitats, known home ranges and distribution of target species, and the overall ecological value of the surrounding area.
- **Biological Resources Evaluation** - A report will be prepared that describes the methodology and results of the literature/database review and field investigation, the type, characteristics, and overall quality of onsite habitats, and the biological resources (i.e., potentially occurring special-status plant and animal species, jurisdictional wetlands or drainages, etc.) or sensitive biological areas that would likely pose constraints to the removal and planting of street trees along Slauson Avenue. The report will also include a map depicting the location(s) of sensitive biological resources. Recommendations for avoiding impacts to sensitive biological resources will be provided in the report, such as measures to avoid bird nests during the breeding season.



Cultural Resources – ESA will complete a Phase I cultural resources study to support CEQA compliance. We assume that given the nature of the project, there would be no buildings that would be directly or indirectly impacted by the project. If, as project details are developed, it is determined that the project has the potential to affect adjacent buildings, a scope modification would be required to document and evaluate these buildings. The Phase I study will consist of the following tasks:

ESA

- **Archival Research.** Archival research will be conducted at the South Central Coastal Information Center (SCCIC) to identify previous cultural investigations and previously recorded archaeological resources within a 1/2-mile radius of the project area and built historic resources within the project area. Historic maps and aerials and any available as-built plans and other historic materials concerning the existing structures will also be reviewed. Record search fees are structured by the Office of Historic Preservation, and the estimate provided is based on our experience in the project area. A paleontological database search for fossil localities and fossil-bearing sediments located within the general project vicinity will be requested from the Los Angeles County Natural History Museum. This scope assumes that the paleontological database search will not indicate significant fossil localities or fossil-bearing sediments within the project area. If the database search indicates otherwise, further paleontological work may be recommended to be conducted as part of a separate scope and cost.
- **Native American scoping.** A Sacred Lands File search will be requested from the California Native American Heritage Commission (NAHC) to solicit information on sensitive or undocumented traditional/cultural sites in the vicinity of the project. Native American representatives identified by the NAHC as having affiliation with the area will be contacted to assist in identifying any locations of cultural sensitivity.
- **Reconnaissance-level cultural resources survey.** Any unpaved areas with visible ground surface in the project area will be examined for the presence of cultural resources, specifically archaeological resources or potentially significant urban built historic resources. It is assumed that no cultural resources will be recorded. Should potentially significant resources be identified, additional work associated with the formal documentation and evaluation of resources would be recommended to be conducted as part of a separate scope and cost prior to the preparation of the environmental document.
- **Report.** A Phase I Cultural Resources Report addressing CEQA requirements will be prepared, and will be used as the basis for the cultural resources section of the CEQA document. The report will provide an environmental and cultural context for the project vicinity, a discussion of research methods, and the results of the archival research and survey. The report will also present recommendations for further work, if any is deemed appropriate. A final report, incorporating one round of comments, will be prepared and one hard copy and an electronic copy (PDF) will be provided. The final report will be filed with the SCCIC.

Task 3: Administrative Draft Initial Study/MND

In accordance with CEQA Guidelines, ESA will prepare an Administrative Initial Study/MND that describes and analyzes the type and magnitude of potential environmental impacts resulting from implementation of proposed CIP project and determine if the project would cause significant effects requiring mitigation. The latest format adopted in the CEQA Guidelines will be used, and all relevant sections completed with the required substantiations and references.

ESA will submit a comprehensive Administrative Draft of the Initial Study/MND for the City's review and comment.

Deliverables

- Submit Administrative Draft Initial Study/MND (electronic and 5 hard copies)

Task 4: Screencheck Draft Initial Study/MND

Upon the City's review of the Administrative Draft of the Initial Study/MND, ESA will revise the document and prepare the Screencheck Draft of the Initial Study/MND. We assume one consolidated, non-contradictory list, or one handwritten or electronic (track changes) mark-up will be submitted, in order to conserve time. Following receipt of consolidated City comments, ESA will make necessary changes and will prepare a Screencheck Draft Initial Study/MND for final review and comment, of which comments are anticipated to be minor. ESA will incorporate comments and prepare a pre-final screencheck document for final review and approval by City staff.

Deliverables

- Submit Screencheck Draft Initial Study/MND (electronic and 1 hard copy)

Task 5: Public Review Initial Study/MND

Once all comments provided by the City have been incorporated and the document finalized, ESA will reproduce copies of the Initial Study/MND for distribution for a 30-day public review. ESA will coordinate timing with the City to prepare and file a Notice of Intent (NOI) to adopt the Initial Study/MND with the Los Angeles County Clerk. ESA will produce 15 hard copies of the document for the City and 15 hard copies for general distribution to interested agencies/stakeholders (as identified by ESA and the City), 3 hard copies for local libraries, and 15 hard copies for delivery to the State Clearinghouse. ESA will coordinate all distribution and mailing with the City.



Deliverables

- Public Review Copies of Initial Study/MND (electronic and 15 hard copies for the City, 15 hard copies for general distribution, 3 hard copies for local libraries, and 15 copies for State Clearinghouse)
- NOI for filing with County Clerk

ESA

Task 6: Final Initial Study/MND, Response to Comments, Mitigation Monitoring Reporting Program

ESA will prepare responses to all public and agency comments received during the review period. In addition, ESA will prepare a separate Mitigation Monitoring Reporting Plan (MMRP). The final documentation will be based on ESA's independent analysis, consultation with agencies, and review of comments on the Draft Initial Study/MND. ESA will prepare responses in either a traditional response to comment format or in a summary letter format, according to the City's specifications. We assume up to 50 comments total are anticipated, but that many of the comments will be repeated topics and/or not related to the CEQA process; thus ESA will be preparing unique responses to 25 comments. If additional unique comments are received, ESA will alert the City immediately, as this would also have repercussions on the anticipated schedule (see Section 3). ESA will prepare a draft Final Initial Study/MND (including the response to comments) and submit to the City for review. After receiving City comments, ESA will make necessary revisions and submit a Screencheck Final Initial Study/MND to the City for any final changes prior to publication. Once finalized, ESA will assist the City in preparing the Notice of Determination (NOD) to certify the Final Initial Study/MND and file with the Los Angeles County Clerk. It is assumed that the City would perform most of the work required to prepare the NOD and that the City would file the NOD. Additionally, any Fish and Wildlife Fees would be covered by the City.

Deliverables

- Submit Administrative Final Initial Study/MND (electronic and 5 hard copies)
- Submit Screencheck Final Initial Study/MND (electronic and 1 hard copy)
- Submit Final Initial Study/MND with MMRP (15 hard copies and two digital on zip or CD)
- NOD for filing with County Clerk

Task 7: Public Hearing

As directed by the City, ESA will prepare the necessary materials for a public meeting, including a draft and final PowerPoint presentation, handouts, and sign-in materials. The ESA Project Manager and one team member will attend the meeting to staff the sign-in table. ESA can either lead the meeting and present materials, or support the City in any way needed during that meeting. ESA will take all notes and facilitate the comment process with attendees. If it is determined a court reporter is needed (based on expected community involvement) ESA can easily retain this service as a vendor, and will coordinate with the City accordingly.

Section 3
QUALIFICATIONS AND EXPERIENCE



With diverse technical specialties and multiple offices, ESA is large enough to deliver a full range of services, yet small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients

Firm's Background

For more than four decades we've guided integrated decision-making, developing innovative and workable solutions that inform development and restoration projects based on sound science, policy, and planning.

We value and foster client partnerships—with federal, state and local agencies, private developers, municipal utilities, and the public—and work to provide meaningful and enduring solutions and products that raise industry standards.

With multiple offices nationwide and diverse technical specialties, we are large enough to deliver a full range of services—from planning and analysis to permitting and monitoring. Yet, we are small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients.

From award-winning multi-year projects to specialized studies, our clients entrust us with their projects and challenges because we deliver.

ESA's Services

ESA's major strength lies in fostering and managing the teamwork and coordination required to conduct effective interdisciplinary environmental and community planning. We are organized around the market sectors that we service in a manner that facilitates widespread collaboration. ESA organizes its work around two types of specialists; the first being CEQA/NEPA environmental planning practitioners who are organized into groups each specializing in a range of similar project types, clients, and issues; and the second being specialized technical practitioners who are organized into groups by area of technical expertise. Our CEQA/NEPA environmental practice includes groups specializing in community development, water, renewable resources, energy, environmental hydrology, and airports. All of these services are provided by ESA without the use of outside consultants.

- The **Community Development** group provides environmental and community planning expertise to assist public and private sector entities to develop excellent urban and rural communities and protect the environment in which these communities are located. Its focus is on evaluating the broad range of environmental, economic, social, and place-making factors to assist public and private sector entities to determine appropriate uses of land and securing project entitlements.
- ESA's **Water** group helps clients thoughtfully navigate the regulatory complexities of water and wastewater programs from concept to completion, and balance sound environmental practice with demand and supply of treated and recycled water, watershed management, wastewater processes, water quality and flood control. The group specializes in preparation of environmental documentation and permitting for water and wastewater facilities projects, groundwater resource management programs, stormwater management and system and supply master planning.
- The ESA **Renewable Resources** group helps clients meet the increasing need to reduce their carbon footprint and to build healthy, livable, and sustainable communities. It provides a range of services, including greenhouse gas emissions inventories and reduction programs, policy and program assistance for minimizing solid waste and increasing conservation and efficiency; and working with businesses and communities to develop forward-looking and sustainable solutions.
- ESA's **Environmental Hydrology** group provides water resource planning, hydraulic engineering, geomorphology, water quality monitoring, groundwater resources, and habitat, stream and wetland restoration design. The Environmental Hydrology group develops practical solutions to complex multi-objective water resource and flood hazard management problems, expanding beyond traditional single-focus engineering approaches. ESA staff includes in-house expertise in geomorphology, surface water flow, floodplains, surface water/groundwater interaction, desalination, and aquifer storage and recovery.

ESA's specialized technical service groups include expertise in biological resources, noise, cultural resources management, air quality and climate change, and traffic and transportation planning.

- ESA's **Biological Resources** group provides expertise in botany and plant ecology, wildlife, habitat restoration and management, sensitive species evaluation, habitat conservation planning, permitting, and mitigation compliance monitoring. The group's experience covers a wide range of project types for public and private clients throughout the state, from large-scale vegetation mapping to site-specific regulatory permits. Our biologists are focused on meeting client needs, including analysis, documentation, permitting, and construction monitoring.
- Our **Cultural Resources Management** group includes archaeologists, historians, and ethnographers focused on providing technically superior, legally defensible, and culturally/historically sensitive solutions, and expediting necessary agreements and permits with federal, state, and local agencies; Native American tribal entities; and other interested parties. Whether it's reuse of historically significant structures, a water supply pipeline that traverses lands containing multiple Native American sites, or coordination of projects involving both CEQA and Section 106 of the National Historic Preservation Act, ESA has proven capable to tackle each situation with appropriate analysis leading to mitigation strategies and agreements tailored to successful project implementation. Known for our successful relationships with regulators and stakeholders, ESA's cultural and historic resources team is able to facilitate document preparation and processing to both meet project deadlines and ensure that sensitive sites are protected.
- ESA's **Air Quality and Climate Change** group provide on-point solutions to the air quality and climate change challenges faced by a broad array of project types. The group provides the full range of air quality assessments, including all forms of modeling, GHG calculations, carbon footprint analysis, and health risk assessments related to airborne pollutants, including diesel particulate emissions. ESA is a registered assessor with the California Climate Action Registry, and our team has expertise in all relevant modeling. Complementing our air quality and climate change programs, ESA provides comprehensive sustainability planning programs to reduce water and energy consumption, air emissions, streamline waste systems and maximize diversion of wastes to ensure the long-term viability of projects and initiatives.
- For over 45 years ESA has provided comprehensive **Noise** consulting services to municipal governments, highway and transportation agencies, parks agencies, airport authorities, and private sector developers. Our Noise group offers a broad array of tools to characterize existing and projected noise conditions; potential noise-related nuisance and health issues; feasible noise attenuation (including design alternatives, traffic and operations management measures, and noise barriers) and their likely effectiveness; and mitigation requirements based on local, state and/or federal noise compatibility criteria. We have firsthand experience at assessing noise impact related to recreational uses (such as playgrounds, sports fields, basketball courts, and tennis courts) and understand community sensitivity towards this issue.
- ESA's **Traffic and Transportation Planning** group provides expertise in the evaluation of highway and rail transportation improvements, preparation of traffic impact analyses, public



transit and peer reviews of the adequacy of traffic studies for inclusion in CEQA/NEPA documents.

STAFF'S CAPABILITIES

ESA is a multidisciplinary firm of environmental and community planning professionals that assists its clients in developing environmentally sensitive plans and projects, and in satisfying environmental permitting and regulatory requirements.

We have assembled a professional and well-organized team that has a deep bench of experience in Los Angeles County and with processing EIR projects, which will provide for an efficient environmental review process. Our management and technical team will provide thorough, concise, and independent review of applicant-provided technical materials for the project. The team's collective experience, understanding of key issues and familiarity with the project area and environmental conditions will provide a comprehensive understanding of the potential environmental impacts associated with the development of the proposed IS/MND, including biological resource impacts, cultural resource impacts, increased air quality impacts, and greenhouse gas emissions.

Project Management



Deanna Hansen has over 20 years of experience in environmental consulting and has participated in a wide variety of residential, commercial, industrial, and infrastructure projects. She has developed a well-balanced expertise in environmental compliance for development projects, and specializes in CEQA/NEPA compliance. Deanna has a number of projects throughout Los Angeles area. Her level of understanding of complex projects allows her to clearly

explain technical concepts and issues for public comprehension, particularly for projects that include complicated technical analyses and controversial public policy and planning issues. As the Director of the Southern California Community Development Group for ESA, Deanna provides project oversight, workload and personnel management, and training, and serves as a client and agency liaison for projects located throughout California.



Danielle Griffith will serve as the Project Manager for the Slauson Avenue Sidewalk Improvement and Tree Planting project. With over twelve years' experience as a CEQA practitioner and four years' experience in land use transactional law and entitlement, Danielle has extensive knowledge preparing and managing a variety of environmental compliance documents. She has worked with this ESA team on a number of recent, successfully entitled projects and is currently working with the

Los Angeles Department of Water and Power on two projects that involve road work. Her day-to-day duties will include client interface and management of ESA's team of technical staff. As a seasoned project manager, she will provide the City with highly reliable and effective client communication, a strong understanding of CEQA and resource issues, and adherence to project schedules and budgets. Please refer to attached resumes for more information on team member qualifications in Appendix A.

Technical Staff

In addition to our management team, ESA has a team of technical staff who are familiar with the project's needs and can complete the environmental documentation in an efficient, legally defensible and timely manner area. This includes Greg Ainsworth, a certified arborist, Monica Strauss, the southern California cultural resources lead who is currently working on a sidewalk repair project in Twenty Nine Palms, and Terrance Wong our senior Air Quality and Greenhouse Gas Emissions analyst. Our technical team will support the City and our Project Manager in realizing the schedule, preparing an adequate level of analysis for the Initial Study/MND, and ensuring the highest level of quality and competence.



Greg Ainsworth, Director, southern California Biological Resources Management, has over 15 years of experience conducting tree assessments and biological analysis. He is a certified arborist and is currently the adjunct city-arborist for the City of Calabasas. Greg also serves as an on-call arborist and biologist for the Ventura County Harbor Department, Los Angeles County Department of Beaches and Harbors, and the Sunshine Canyon Landfill (owned and operated by BFI) in

Sylmar, CA. He has conducted numerous tree health surveys, tree appraisals, and health and risk assessments for projects located in Los Angeles County, Ventura County, San Diego County, as well as the cities of Santa Paula, Oxnard, Camarillo, Thousand Oaks, Agoura Hills, Calabasas, Simi Valley, Los Angeles, Malibu and Santa Clarita.



Monica Strauss, RPA, Director, Southern California Cultural Resources Group, has 16 years of experience in cultural resources management and has directed numerous cultural resources investigations throughout southern California. She has managed the cultural resources components for a number of water infrastructure, roadway, and community development projects. She directs prehistoric and historic archaeological, historic architectural and Native American coordination on projects

for public agencies and is proficient in CEQA and Section 106 compliance. Monica has prepared technical documents meeting the requirements of federal, state, and local agencies in support of CEQA and Section 106 of the National Historic Preservation Act, as well as cultural resources components for General and Specific Plan.



Terrance Wong, Senior Air Quality & Noise Analyst, has over 10 years of experience in the preparation of CEQA and NEPA documents. His technical capabilities include a specialization in air quality and noise analyses along with general section writing and preparation of environmental documents. His qualifications also include expertise in the preparation of climate change analyzes for environmental documents, including calculations associated with generating a

greenhouse gas inventory for projects.

RELEVANT PROJECT EXPERIENCE

Recent Environmental Documentation



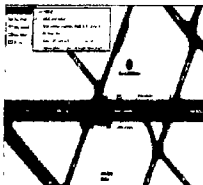
2014-2021 Housing Element Update - City of Commerce. ESA reviewed and updated the Housing Element of the City of Commerce General Plan, including evaluating the status of the City's housing programs, updating housing affordability information, analysis of household characteristics, and review of the land inventory available for the production of new housing in this built-out community. ESA prepared a CEQA document analyzing the Housing Element at a programmatic level.



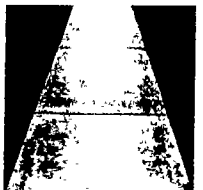
Update of the Permitted Uses in the City's Commercial and Manufacturing Zones - City of Commerce. ESA is currently preparing an amendment to the City's Zoning Ordinance, that would update the list of permitted uses in the City's Manufacturing Zones, by replacing the current Standard Industrial Classification (SIC) designations with a Use List Table. As necessary, ESA is updating the existing development standards and preparing the appropriate CEQA documentation. Stakeholder meetings and other public outreach will be key to the work program.



National Park Drive Sidewalk Improvement Project – City of Twentynine Palms. ESA assisted the City of Twentynine Palms in responding to the discovery of archaeological resources during project construction. ESA is currently facilitating coordination with local Indian Tribes, the State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation, and prepared a plan for archaeological investigations within the project area, which was distributed for review by the SHPO and Indian Tribes.



Beacon Avenue South Sidewalk - Seattle Department of Transportation. ESA is providing on-call environmental assessment services for Seattle Department of Transportation. Work to be performed under the contract is anticipated to be intermittent in nature, with work assigned to ESA as required by the City. Each assignment to ESA will be given a written Work Authorization based on an approved scope of work, schedule, and budgets.



Aumsville Elementary School 11th St. Del Mar Drive Sidewalk Project – Oregon Department of Transportation. ESA is providing environmental studies for a federally funded sidewalk and street improvement project at Aumsville elementary school. Environmental services include Endangered Species Act consultation, a wetlands scoping memo, and a botanical clearance report. ESA will work closely with MSA consulting engineers on stormwater management design to determine what type of endangered species acts documentation is required, i.e. whether a no effect letter will cover the project or if a programmatic review is required. During field work, ESA scientists will investigate and document using handheld GPS noxious weeds, rare plants, and potential wetlands in the project area. Environmental studies will be reviewed and approved by ODOT.



Brittan Avenue Roadway Widening IS/MND – City of San Carlos. ESA, in collaboration with the City of San Carlos Department Public Works and Planning Division, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Brittan Avenue Roadway Widening Project. The project involved 2,000 square feet of new pavement along Brittan Avenue, west of the intersection at Industrial Road. Brittan Avenue is designated as a primary gateway to the City of San Carlos, as the roadway provides direct vehicular access to U.S. Highway 101 (via southbound on- and off-ramps), and serves as a major regional entry point and transportation route.



As-Needed Environmental Services - City of Los Angeles Department of Recreation and Parks. ESA provides as-needed environmental services to the City of Los Angeles Department Recreation and Parks to prepare environmental documents and perform assessments and resource monitoring for proposed and existing parks throughout the city. Work products includes historical, cultural resource, archaeology, paleontology, and biological surveys.

Fast Track Projects



The Griffith Park Performing Arts Center – City of Los Angeles. ESA has assisted the City of Los Angeles Department of Recreation and Parks to prepare an Initial Study /Mitigated Negative Declaration (MND), to comply with the requirements of the California Environmental Quality Act (CEQA). The Griffith Park Performing Arts Center would include the development of an open air outdoor stage measuring 45 feet by 45 feet on a landscaped grassy part of Griffith Park known as the Old Zoo area that currently hosts several regular annual events. The proposed project includes other ancillary improvements such as a new switchboard, resurfaced parking lot, improvements to existing restrooms, path lighting, resurfaced walkways, a new path and bridge meeting Americans with Disability Act requirements, and undergrounding of an existing overhead power line. The land proposed for development is owned and managed by of Recreation and Parks. The project was initiated in November 2014 and the Final IS/MND was provided to the City in March 2014.



Kern County Planning Department On-Call Solar Environment Services – Kern County. ESA is under contract with the Kern County Planning Department to prepare EIRs for multiple solar photovoltaic projects in the desert region of the County. As part of this effort, ESA provides a third party technical review of reports prepared for each project, to ensure adequacy, consistency with County format guidelines, and compliance with CEQA requirements. Technical reports reviewed include: agricultural conversion, aesthetics, air quality, biological resources, cultural resources, GHG emissions, noise, traffic, and water supply assessments. ESAs in-house technical experts reviewed all reports provided by the applicant, and provide detailed feedback to the County regarding methodology, results, content, and relevance. All of the EIRs prepared under this contact have been completed within nine months.



Outfall Land Section and OOBs Piping Rehabilitation - Orange County Sanitation District. The Orange County Sanitation District (OCSD) rehabilitated aging components of the land portion of the ocean outfall system. The Project consists of inspection, condition assessment, and rehabilitation of corroded areas within the land section of the 120-inch diameter primary, 5-mile outfall (Long Outfall) System extending from the Surge Tower No. 2 in Treatment Plant No. 2 to the Ocean Outfall Beach Junction Box located on Huntington State Beach. The Project site is located in Huntington Beach. A portion of the Project is located within the Sanitation District's Treatment Plant 2. A paved bikeway separates the southern boundary of Plant 2 from the Talbert Marsh. The proposed Project would also conduct rehabilitation activities at an Air Vacuum Station 12+05 adjacent to Talbert Marsh and on the Huntington State Beach adjacent to the California Least Tern Natural Preserve Area. Potential areas of controversy included impacts to the California Least Tern Preserve area at Huntington State Beach, impacts to water quality due to short out-fall discharge and impacts associated with limited recreational access to the beach and bikeway. The EIR analyzed two Alternatives at equal level to provide the OCSD with information to implement the least impactful project. The EIR was completed within eight months from project initiation.



Porsche Experience Driving Center – City of Carson. ESA prepared the EIR for a 53-acre driver training facility in the City of Carson located on a former landfill. A Draft Focused Feasibility Study/Remedial Action Plan (FFS/RAP) was prepared on behalf of the current property owner. The purpose of the FFS/RAP was to identify and evaluate remedial alternatives and present the property owner's preferred remedial action addressing the landfill cover and gas control systems for the soil and waste prism (including landfill gas) components at the project site. The EIR was prepared in a highly expedited manner (eight months), allowing Porsche to break ground by the end of 2012.



34th America's Cup EIR/EA and Permitting – Port of San Francisco. As lead consultant on the project, ESA completed the 1,500-page Draft EIR within five months of a notice to proceed and the public release of the Notice of Preparation. The document has been hailed as one of most expeditious, yet comprehensive environmental analyses ever prepared for such a complex and wide ranging project. The 1,000-page Comments and Responses document was completed three months after the close of the public comment period.

ESA also prepared a separate 2,000-page Environmental Assessment to meet the event's NEPA requirements, with the National Park Service and U.S. Coast Guard as federal lead agencies. The U.S. Army Corps of Engineers and Presidio Trust were NEPA cooperating agencies. ESA continues to work with the event organizers, key federal agencies such as the National Park Service, US Coast Guard, the US Army Corps of Engineers, and the City and Port of San Francisco to ensure that the event is the most well-planned and environmentally sensitive America's Cup to date.

In addition, ESA provided extensive support in assisting the City and America's Cup 34th event organizers in obtaining permits and approvals from multiple regional, state and federal resource agencies. These agencies included the Bay Conservation and Development Commission, Regional Water Quality Board, California Department of Fish and Game, State Historic Preservation Office, U.S. Fish and Wildlife Service, National Marine Fisheries Service, among others. ESA prepared multiple Biological Assessments and a Cultural Resource Assessment, and several Coastal Consistency Determinations to provide the technical support for permit issuance.

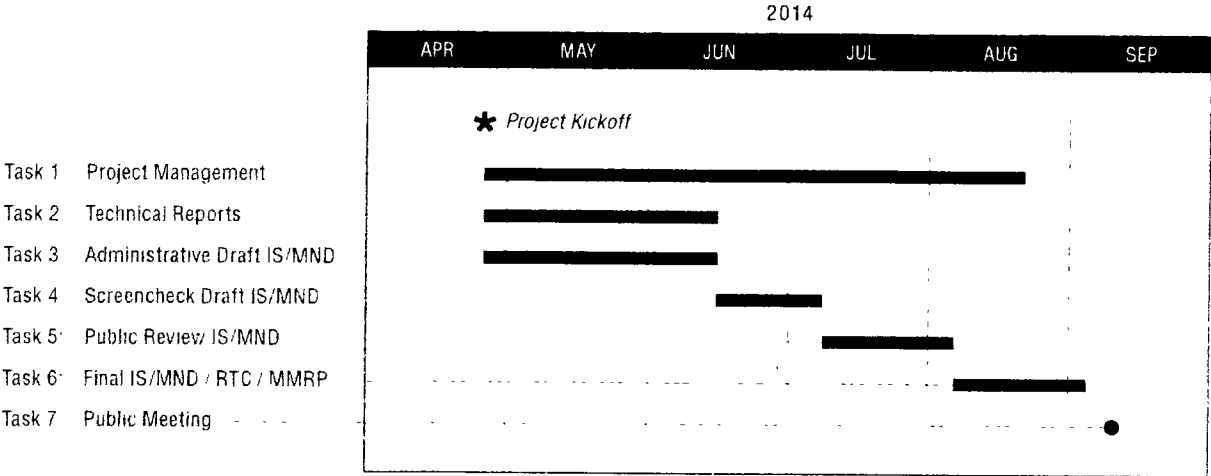
FEE SCHEDULE AND COST ESTIMATE



Proposed Fee Schedule

ESA has a fully dedicated and responsive team who is prepared to initiate work immediately upon receipt of a fully executed task order authorization and City’s written notice to proceed. We will be responsive to the City in meeting project milestones. ESA’s experience and efficiency will allow us to promptly move ahead with no learning curve necessary. We are prepared to begin work on April 25, 2014 and have the Initial Study complete and ready for consideration of approval by August, which will provide the City with adequate time to approve/process the project to allow for construction activities to occur in September 2014. ESA would provide a comprehensive Administrative Draft Initial Study/MND within five weeks of project initiation. Following a two-week review period by the City,

Figure 4-1 Proposed Schedule





ESA would promptly complete a Screencheck Draft Initial Study/MND within two weeks. In total, ESA anticipates that public review could begin within nine weeks of project initiation. ESA would begin preparing response to comments and Final Initial Study documentation as comments arrive, in order to complete the CEQA process as expeditiously as possible. ESA estimates that the responses to comments will be completed in less than two weeks.

Proposed Cost Estimate

ESA utilizes an integrated Deltek project accounting system to track project activity/costs and ensure that the proposed scope of work is completed on time and within budget. Deltek allows for real time accounting and financial information to be provided to ESA's project managers. ESA also utilizes a Project Director/Project Manager/Quality Assurance/Quality Control system to ensure that project deliverables are of the highest possible quality and meet clients' needs and expectations.

ESA's proposed cost estimate lists the costs of all tasks and subtasks described in the Approach and Scope of Work in Section 2 of our proposal. This budget is inclusive of all labor, administrative costs, environmental documentation production needs, and travel.

Figure 4-2 Proposed Cost

Task 1: Project Management	\$5,320
Task 2: Technical Reports	\$23,990
Task 3: Administrative Draft IS/MND	\$18,150
Task 4: Screencheck Draft IS/MND	\$4,720
Task 5: Public Review IS/MND	\$2,160
Task 6: Final IS/MND / RTC / MMRP	\$4,400
Task 7: Public Meeting	\$1,960
Project Expenses	\$1,950
Total	\$62,650

Environmental Science Associates & Subsidiaries 2014 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the category rate times 1.5. *Please note these rates are subject to negotiation with the City upon receipt of an awarded contract.*

Labor Category	Level I	Level II	Level III
Senior Director	225	240	255
Director	190	205	215
Managing Associate	155	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	90	110

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- 1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.15

B. Communications Fee

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

C. Printing/Reproduction Rates

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$1.50
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

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**TABLE 1: PRICING PROPOSAL
ESA Labor Detail and Expense Summary**

Task Number / Description	Hansen III	Ainsworth/Strauss	Griffith/Hutchison III	Ehringer II	Bray/Wong I	Ainsw/Strauss II	Mvader II	Mills I	Subtotal	III	II	I	Subtotal	Total Hours	Total Labor Price
	SrDir	Dir II	MATA	SrAssoc	SrAssoc	Dir	Assoc	Assoc		Project Tech	Project Tech	Project Tech			
Hourly Billing Rate	\$220	\$205	\$155	\$130	\$120	\$195	\$110	\$90		\$90	\$80	\$70			
1 Project Management/Meetings	4		24					8	\$5,320				\$ -	36	\$5,320
2 Technical Reports		20	6		\$44		100	\$12	\$22,390				\$ -	182	\$23,990
3 Admin Draft IS/MND			6						\$930	16	2		\$1,600	24	\$2,530
PD			8					16	\$2,680				\$ -	24	\$2,680
Aesthetics			2					12	\$1,390				\$ -	14	\$1,390
AQ			2		6				\$1,030				\$ -	8	\$1,030
Ag/Forest								1	\$90				\$ -	1	\$90
Biology			3					8	\$1,185	2			\$180	13	\$1,365
Cultural Resources			1	2			8		\$1,295	5			\$450	16	\$1,745
Geo			1					4	\$515				\$ -	5	\$515
GHG			1		4				\$635				\$ -	5	\$635
Hazards			1					4	\$515				\$ -	5	\$515
Hydrology			1					4	\$515				\$ -	5	\$515
Land Use			1					2	\$335				\$ -	3	\$335
Minerals								1	\$90				\$ -	1	\$90
Noise			1		12			4	\$1,955				\$ -	17	\$1,955
Pop Housing								1	\$90				\$ -	1	\$90
Public Services			1					2	\$335				\$ -	3	\$335
Recreation			1					1	\$245				\$ -	2	\$245
Traffic			8					2	\$1,420				\$ -	10	\$1,420
Utilities			1					1	\$245				\$ -	2	\$245
Findings			1					3	\$425				\$ -	4	\$425
4 Screencheck Draft IS/MND	4		8		4			16	\$4,040	4	4		\$680	40	\$4,720
5 Public Final MND/Circulation			4					12	\$1,700	2		4	\$460	22	\$2,160
6 Final MND/RTC/MMRP			16		4			16	\$4,400				\$ -	36	\$4,400
7 Public Meeting			8					8	\$1,960				\$ -	16	\$1,960
									\$ -				\$ -	-	\$ -
									\$ -				\$ -	-	\$ -
Total Hours	8	20	106	2	74	-	108	138		29	6	4		495	
Subtotals - Labor Costs	\$1,760	\$4,100	\$16,430	\$260	\$8,880	\$ -	\$11,880	12,420	\$55,730	\$2,610	\$480	\$280	\$3,370		\$60,700
Percent of Effort - Labor Hours Only	1.6%	4.0%	21.4%	0.4%	14.9%	0.0%	21.8%	27.9%		5.9%	1.2%	0.8%		100.0%	
Percent of Effort - Total Project Cost	2.8%	6.5%	26.2%	0.4%	14.2%	0.0%	19.0%	19.8%		4.2%	0.8%	0.4%			96.9%
ESA Labor Costs															\$60,700
ESA Non-Labor Expenses															
Reimbursable Expenses (see Attachment A for detail)															\$1,800
ESA Equipment usage (see Attachment A for detail)															\$150
Subtotal ESA Non-Labor Expenses															\$1,950
TOTAL PROJECT PRICE															\$62,650

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Attachment A
ESA Non-Labor Expenses

Reimbursable Costs

Project Supplies	\$500
Printing/Reproduction	\$500
Document and Map Reproductions (CD + Digital photography)	\$150
Postage and Deliveries	\$250
Mileage	\$400
Subtotal Reimbursable Costs	\$1,800
Total Reimbursable Costs	\$1,800

ESA Equipment Usage

General Equipment:	
Trimble GPS	\$150
Total Equipment Usage Costs	\$150



ESA has gained a reputation for responsive service, technical excellence, and quality work. We invite you to contact our clients, listed below, for references regarding the quality of our work and our ability to meet schedules on similar work.

Client Contact / Staff Name and Role	Summary of Services Performed
<p>City of Commerce Matt Marquez, City Planner 2535 Commerce Way Commerce, CA 90040 P: 323.722.4805</p> <p>Staff Name and Role Sarah Walker, Planner</p>	<p>Update of the Permitted Uses in the City of Commerce Commercial and Manufacturing Zones, Commerce, CA. ESA is preparing an amendment to the City of Commerce Zoning Ordinance that would update the list of permitted uses in the City's Manufacturing Zones by replacing the current Standard Industrial Classification designations with a Use List Table. As necessary, ESA is responsible for updating the existing development standards and preparing the appropriate CEQA documentation. Stakeholder meetings and other public outreach will be facilitated by ESA for the work program.</p>
<p>City of Twentynine Palms Joe Guzzeta, City Manager 6136 Adobe Road Twentynine Palms, CA 92277 P: 760.367.67.99</p> <p>Staff Name and Role Monica Strauss, Cultural Resources Project Manager</p>	<p>National Park Drive Sidewalk Improvement Project, Twentynine Palms, CA. ESA assisted the City of Twentynine Palms in responding to the discovery of archaeological resources during project construction for the National Park Drive Sidewalk Improvement Project. ESA is currently facilitating coordination with local Indian Tribes, the State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation, and has prepared a plan for archaeological investigations within the project area, which was distributed for review by the SHPO and Indian Tribes.</p>

Client Contact /**Staff Name and Role**

City of Calabasas
Glenn Michitsch, Sr. Planner
100 Civic Center Way
Calabasas, CA 91302
P: 818.224.1600

Staff Name and Role
Deanna Hansen, Project
Director
Danielle Griffith, Project
Manager
Greg Ainsworth, Arborist

Summary of Services Performed

City of Calabasas, On-call Environmental CEQA, Los Angeles County, CA. Under an on-call contract with the City of Calabasas, ESA is providing CEQA document preparation, geotechnical studies, biological assessments and other technical reviews, review of proposed projects and documentation from other jurisdictions surrounding the city, and compliance monitoring and reporting regarding approved mitigation measures.

In addition, ESA has provided oak tree damage assessments for the code enforcement department, reviewed tree reports prepared by city-approved arborists, and provided oak tree damage and appraisal reports.

Appendix A

Resumes





DEANNA M. HANSEN

Director

Deanna has over 20 years of experience in environmental consulting and has contributed to a wide variety of residential, commercial, and industrial projects. She has developed a well-balance expertise in environmental compliance for development projects, specializing in CEQA/NEPA compliance. She has developed a level of understanding required to clearly explain technical concepts and issues for public comprehension, particularly for projects that include complex technical analyses and controversial public policy and planning issues. As the Director of the Southern California Community Development group for ESA, Deanna provides project oversight, workload and personnel management, and training, and serves as a client and agency liaison for projects located through California.

Education

B.F.A., Graphics, California State University, Fullerton

20 Years Experience

Professional Affiliations

Association of Environmental Professionals

American Planning Association

Relevant Experience

Garland Village Specific Plan EIR, Inglewood, CA. Project Manager.

Deanna managed and oversaw preparation of the EIR for the Garland Village Specific Plan. The project included development of over 200,000 square feet of retail/commercial floor area and revitalization of exiting multi-family residential units in the City of Inglewood. Project controversy regarding the required demolition of approximately 382 residential units and 25,000 square feet of existing commercial space.

City of Long Beach, Seaport Marina EIR, Long Beach, CA. Project Director/ Project Manager.

Deanna, working closely with City staff, managed and prepared the Seaport Marina EIR, a mixed-use development in the City of Long Beach. She also coordinated and ran meetings with the public as part of the scoping project for the project and assisted the City with the preparation of Facts and Findings. The EIR evaluated the proposed residential and retail components, which would be primarily integrated with a mix of retail/ commercial uses on the ground floor and residential uses above.

Westshire Project Addendum, Los Angeles County, CA. Project Manager.

Deanna managed the Addendum for the Westshire residential project, located in unincorporated Los Angeles County near the City of Santa Clarita. The project includes the development of 165 condominium units on approximately 9.2-acres that was previously approved for a neighborhood commercial use under Specific Plan No. 1 (canyon Park Specific Plan).

Caruso - Burton Way MND, Los Angeles, CA. Project Director/ Manager.

Deanna provided strategic guidance and managed the preparation of the MND for the Burton Way project. The project is a pedestrian oriented, mixed-use residential and commercial development in the City of Los Angeles. The residential component includes

Relevant Experience (Continued)

approximately 88 apartments with amenities such as 24/7 lobby and valet service, fitness center, outdoor atrium and pool and rooftop garden. The project also includes approximately 13,500-square-feet of retail space on the ground level for a specialty grocery market.

Baldwin Park Specific Plan EIR, Baldwin Park, CA. *Project Director.*

Deanna is responsible for coordination of resources for the completion of an EIR for proposed amendments to the Baldwin Park General Plan and Zoning Ordinance. The amendments would apply to 120-acres in Baldwin Park's core downtown area, and would result in the maximum development of 8,000 new condominiums, approximately 1.5 million square feet of commercial development, and approximately 0.5 million square feet of retail space.

City of Beverly Hills, Wilshire Residential EIR, Beverly Hills, CA.

Project Manager. Deanna managed staff and resources for an EIR for a mixed-use development in the City of Beverly Hills. The project would develop 54 condominium units and approximately 14,000-square-feet of retail and/or restaurant uses. The building would be six stories in height and include a rooftop pool and fitness center. Since the development would exceed existing height zones, the project requires a zone change. Issues being examined include aesthetics, air quality, traffic, hydrology, land use compatibility, and noise.

City of Los Angeles, Griffith Park Performing Arts Center, Los Angeles, CA. *Project Director.*

ESA has assisted the City of Los Angeles Department of Recreation and Parks to prepare an Initial Study /Mitigated Negative Declaration (MND), to comply with the requirements of the California Environmental Quality Act (CEQA). The Griffith Park Performing Arts Center would include the development of an open air outdoor stage measuring 45 feet by 45 feet on a landscaped grassy part of Griffith Park known as the Old Zoo area that currently hosts several regular annual events. The proposed project includes other ancillary improvements such as a new switchboard, resurfaced parking lot, improvements to existing restrooms, path lighting, resurfaced walkways, a new path and bridge meeting Americans with Disability Act (ADA) requirements, and undergrounding of an existing overhead power line. The land proposed for development is owned and managed by of Recreation and Parks. The project was initiated in November 2014 and the Final IS/MND was provided to the City in March 2014.

Rose Bowl – UCLA, Lease Seismic Upgrades and Locker/Media Room Improvements ND, Pasadena, CA. *Project Manager.*

Deanna prepared the Initial Study/ND for the lease between the City of Pasadena and the UCLA for use of the Rose Bowl stadium by UCLA for its home football games. The lease required the renovation of the existing locker room facilities and addition of a media room at the south end of the existing stadium, minor changes to a former locker room in the north end of the stadium, and seismic strengthening of the stadium to meet the seismic rating required by the University of California seismic policy.



DANIELLE T. GRIFFITH

Project Manager, Senior Associate

Danielle has over 12 years of progressively responsible experience in planning, environmental planning and analysis. For the past several years, she has worked as a project manager leading large, interdisciplinary consultant teams in environmental planning efforts for a variety of residential, commercial, industrial and mixed-use land development projects throughout Southern California. She also has experience in developing long- and short-term plans for land use, growth and revitalization of urban, suburban, and rural communities. Additionally, she has written and reviewed a variety of environmental planning documents, including technical reports. She has worked for both public agencies and private companies.

Education

Juris Doctor, Western State University College of Law, Fullerton, CA

M.A., Political Science, Specializing Public Policy, San Diego State University, San Diego, CA

B.A., Political Science, Sonoma State University, Rohnert Park, CA

11 Years Experience

Professional Affiliations

Association of Environmental Professionals

Urban Land Institute - Future Build LA 2010, 2011 Planning Committee Member

Relevant Experience

City of Palm Springs, Roadway Improvements, Palm Springs, CA. *Project Manager.* Danielle served as the project manager for the CEQA and NEPA documents for roadway and drainage improvements in the City of Palm Springs. The project consisted of a program that was earmarked to develop and enhance public access to the new Agua Caliente Cultural Museum to be constructed at the southeast corner of Tahquitz Canyon Way and Hermosa Drive. The project also included development of road and signage improvements to the museum.

County of Imperial, Forrester/Worthington/Cooley Roads Environmental Studies, Imperial County, CA. *Project Manager.* Danielle was the project manager retained by the County of Imperial Department of Public Works department to assist in the environmental documentation to complete paving projects for a number of roadway segments within the county. Specifically, the paving projects are identified as follows: (1) Asphalt concrete paving of Pitzer Road from McCabe Road to Correll Road (County Project No. 4827) and (2) Installation of asphalt grindings on various County roads for mitigation of PM10 emissions (County Project No. 4828).

Los Angeles Department of Water and Power, Foothill Trunk Line Unit 3, Los Angeles, CA. *Project Manager.* Danielle is managing the preparation of an EIR for a three-mile trunk line replacement project in the communities of Sylmar and Pacoima in northeastern Los Angeles. The project has the potential to have temporary construction impacts, including traffic impacts along Foothill Boulevard.

City of Los Angeles, Griffith Park Performing Arts Center, Los Angeles, CA. *Project Manager.* ESA has assisted the City of Los Angeles Department of Recreation and Parks to prepare an Initial Study /Mitigated Negative Declaration (MND), to comply with the requirements of the California Environmental Quality Act (CEQA). The Griffith Park

Relevant Experience (Continued)

Performing Arts Center would include the development of an open air outdoor stage measuring 45 feet by 45 feet on a landscaped grassy part of Griffith Park known as the Old Zoo area that currently hosts several regular annual events. The proposed project includes other ancillary improvements such as a new switchboard, resurfaced parking lot, improvements to existing restrooms, path lighting, resurfaced walkways, a new path and bridge meeting Americans with Disability Act (ADA) requirements, and undergrounding of an existing overhead power line. The land proposed for development is owned and managed by of Recreation and Parks. The project was initiated in November 2014 and the Final IS/MND was provided to the City in March 2014.

Los Angeles Department of Water and Power, City Trunk Line Unit 3, Los Angeles, CA. *Project Manager.* Danielle is managing the preparation of an EIR for a two-mile trunk line replacement project in northeastern Los Angeles. The project has the potential to have temporary construction impacts, including traffic impacts along Whitsett Boulevard.

City of Carson, Porsche Experience Driving Center EIR, Carson, CA. *Project Manager.* Danielle managed the preparation of an EIR for a 53-acre driver training facility in the City of Carson. The course will have special surfaces that replicate rain, ice and snow, plus a special off-road area that combines 45-degree declines and ascents. The center will also offer programs focused on maximizing personal fitness, wellness and athletic performance. The Porsche Human Performance Center, will feature a leading sports science laboratory and training programs, incorporating the latest techniques used in preparing Porsche racecar drivers.

Orange County Sanitation District, Outfall Land Section and OOBS Piping Rehabilitation, Huntington Beach, CA. *Project Manager.* Danielle serves as the project manager for Outfall Land Section and OOBS Piping Rehabilitation for Orange County Sanitation District. This project includes inspection, design and construction. The Long Outfall will be cleaned and inspected for corrosion. Rehabilitation will consist of weld covers in corroded areas; and sandblasting and recoating of all piping. In one segment of the outfall pipe, a structural liner will be installed.

Sonoma County Transportation Authority, 2009 Comprehensive Transportation Plan EIR, Sonoma County, CA. *Project Manager.* Danielle assisted in the management for the preparation of an EIR for the 2009 Comprehensive Transportation Plan. This analysis includes the assessment of air quality and climate change impacts from the implementation of a transportation system in Sonoma County.

GREGORY C. AINSWORTH

Director of Biological Resources and Land Management / Senior Arborist

Greg has experience conducting tree assessments and biological analysis. He is a certified arborist and currently holds an on-call arborist contract with the City of Calabasas and the Sunshine Canyon Landfill (owned and operated by BFI) in Sylmar, CA. He works regularly with the Los Angeles County Fire Department Forestry Division on the preparation of protected tree reports. He has conducted numerous tree surveys, tree appraisals, and health and risk assessments for projects located in Los Angeles County, Ventura County, Santa Paula, Oxnard, Camarillo, Thousand Oaks, Agoura Hills, Calabasas, Simi Valley, Los Angeles, Malibu, and Santa Clarita. Greg is a member of the Oak Woodland Habitat Conservation Alliance; a team of professional arborists, forestry personnel and planners that recently completed an Oak Woodland Conservation and Management Plan for the County of Los Angeles.

Education

M.A., Environmental Planning, California Polytechnic State University, San Luis Obispo

B.S., Environmental Horticulture Science, California Polytechnic State University, San Luis Obispo

15 Years Experience

Certifications

International Certified Arborist (Cert# WE 7473A)

California Department of Fish and Game Scientific Collection Permit

Professional Affiliations

Oak Woodland Habitat Conservation Strategic Alliance

International Society of Arboriculture

Association of Environmental The Wildlife Society

Relevant Experience

City of Los Angeles, Brentwood School Tree Survey, Los Angeles, CA. Consulting Arborist. Greg conducted a protected tree survey per the City of Los Angeles Protected Tree Ordinance and prepared a technical tree report for the Brentwood School Master Plan Project in Los Angeles, California. This project required an inventory appraisal and evaluation of over 300 ornamental and native trees located on the school's east and west campuses.

City of Los Angeles, Mountain Gate Development, Los Angeles, CA. Consulting Arborist. Greg surveyed over 1000 trees on the Mountain Gate Development project and submitted a detailed tree inventory report for project permitting. The project is located on Mountain Gate Drive, just west of the San Diego Freeway (405) in the City of Los Angeles.

City of Calabasas, On-call Arborist Services, Los Angeles County, CA. On-call Arborist. Greg is the City of Calabasas' on-call arborist. His services include providing conducting tree inventories, tree damage assessments for the Code Enforcement Department, review of oak tree reports prepared by city-approved arborists, and preparation of tree damage and appraisal reports.

County of Los Angeles, Newhall Land and Farming, Los Angeles, CA. Consulting Arborist/Biologist. Greg managed and performed annual biological surveys for a 13,000-acre Specific Plan area located in northwestern Los Angeles County, California. Surveys conducted include over 4,000 oak trees in accordance with the County of Los Angeles Oak Tree Ordinance and identification of suitable trees for relocation.

Relevant Experience (Continued)

City of Los Angeles, Scrub Television Set Tree Inventory, Los Angeles, CA. *Consulting Arborist.* Greg conducted an inventory of all ornamental and native trees located on the Scrub television set located in Los Angeles in accordance with the City of Los Angeles Tree Survey Guidelines. The inventory included the identification of species, tree measurements (height, canopy distances, trunk diameter), evaluation of physical characteristics, maintenance measures, and recommendations for preserving or relocating trees.

Oak Woodland Habitat Conservation Strategic Alliance, Los Angeles County, CA. *Consulting Arborist.* The goal of the Alliance is to develop an Oak Woodlands Conservation Management Plan for Los Angeles County that provides a pragmatic, economically equitable and defensible framework to guide the protection and restoration of Oak Woodlands. The plan will be a blueprint for community outreach and identify economic, social and ecological benefits associated with functional Oak Woodlands.

Newhall Land and Farming, Mission Village Oak Tree Report, County of Los Angeles, CA. *Consulting Arborist.* Greg prepared an oak tree report in accordance with the County of Los Angeles Oak Tree Ordinance for Mission Village development project. He met with County forestry personnel to discuss proposed impacts to oak trees and feasible mitigation measures were developed through negotiations.

Newhall Land and Farming, Landmark Village Oak Tree Report, County of Los Angeles, CA. *Consulting Arborist.* Greg prepared an oak tree report in accordance with the County of Los Angeles Oak Tree Ordinance for the Landmark Village development project. He met with County forestry personnel to discuss proposed impacts to oak trees and feasible mitigation measures were developed through negotiations.

Newhall Land and Farming, The Old Road Oak Tree Report, Los Angeles County, CA. *Consulting Arborist.* Greg prepared an oak tree report in accordance with the County of Los Angeles Oak Tree Ordinance for the widening of the Old Road near Magic Mountain Theme Park. Greg met with County forestry personnel to discuss proposed impacts to oak trees and feasible mitigation measures were developed through negotiations.

WRA Engineering, Technical Tree Report, Los Angeles County, CA. *Consulting Arborist.* Greg conducted a protected tree survey and impact assessment per the Los Angeles County Oak Tree Ordinance and prepared a technical tree report for a proposed 300-acre residential development project known as Quest Ranch in Los Angeles County, California. He conducted jurisdictional delineation of protected streams and prepared a draft EIR for the proposed project.

MONICA STRAUSS, MA, RPA

Director, Southern California Cultural Resources Group

Monica has experience in cultural resources management and has directed numerous cultural resources compliance projects throughout Southern California and the Channel Islands. She directs prehistoric and historic archaeological and historic architectural projects for public agencies and private developers and is proficient in CEQA and Section 106 compliance. She manages a staff of cultural resources specialists who conduct various types of compliance work including phase I archaeological and historic architectural surveys, construction monitoring, Native American consultation, archaeological testing and treatment, historic resource significance evaluations, and large-scale data recovery programs. Monica has prepared technical documents meeting the requirements of federal, State, and local agencies in support of CEQA and Section 106 as well as cultural resources components for General and Specific Plans. She provides senior oversight and quality control of archaeological resources-focused documents for ESA staff throughout the State.

Education

M.A., Archaeology, California State University, Northridge

B.A., Anthropology, California State University, Northridge

AA, Humanities, Los Angeles Pierce College

17 Years of Experience

Professional Affiliations

Register of Professional Archaeologists (RPA), #12805

Society for California Archaeology (SCA)

Society for American Archaeology (SAA)

Specialized Experience

Treatment of Historic and Prehistoric Human Remains

Archaeological Monitoring

Complex Shell Midden Sites

Groundstone Analysis

Qualifications

Exceeds Secretary of Interior Standards

CA State BLM Permitted

Certified in CA BLM Protocol

Riverside County Certified

Relevant Experience

Alameda Street Improvement Archaeological Monitoring and Assessment. Los Angeles CA. Project Director. Monica directed archaeological monitoring conducted during the construction of roadway improvements in downtown Los Angeles. She responded to the discovery of historic resources including the *Zanja Madre* and the historic brick Alameda Street. She developed mitigation recommendations to address impacts to these resources from the project including an adaptive re-use of the recovered brick materials in the landscape design of the project. Monica provided oversight to laboratory analysts who catalogued the artifact collection.

City of Twentynine Palms, National Park Drive Sidewalk Improvement Project, Twentynine Palms, CA. Cultural Resources Project Director. ESA assisted the City of Twentynine Palms in responding to the discovery of archaeological resources during project construction. ESA is currently facilitating coordination with local Indian Tribes, the State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation, and prepared a plan for archaeological investigations within the project area, which was distributed for review by the SHPO and Indian Tribes. An Archaeological Resources Technical Report was prepared that evaluated the archaeological sites that had been identified as a result of the investigation.

City of Los Angeles, Department of Public Works, Temple Street Widening Archaeological Monitoring and Assessment, Los Angeles, CA. Project Director. Working for the City of Los Angeles, Department of Public Works, Monica directed archaeological monitoring conducted

Relevant Experience (Continued)

during the widening of Temple Street in downtown Los Angeles. She conducted extensive coordination with general and sub contractors and responded to discoveries including and segment of the zanja irrigation ditch and a large historic refuse deposit to determine appropriate treatment. She developed mitigation and monitored the implementation of mitigation for the zanja including concrete capping and the installation of an interpretive plaque.

City of Los Angeles, Bureau of Engineering, Main Street Archaeological/ Paleontological Monitoring and Assessment, Los Angeles, CA. *Project Director.* Working for the City of Los Angeles, Bureau of Engineering, Monica directed archaeological/paleontological monitoring during the construction of a police parking facility in downtown Los Angeles. She managed monitors and conducted client coordination. She responded to discoveries of over a dozen intact historic building basements and other refuse deposits to determine appropriate treatment. She provided oversight to specialists conducting analysis of the artifacts recovered and managed the preparation of a report that documented the findings and evaluated the resources.

Ivy Street Bridge Phase I and Extended Phase I Archaeological Resources Testing and Evaluation, Murrieta, CA. *Project Director.* Working for T.Y. Lin and the City of Murrieta on a project that proposed to construct a bridge over Murietta Creek, Monica directed an Extended Phase I Testing Program in compliance with Section 106 review. She coordinated with Caltrans to meet Section 106 compliance and evaluated project effects on a nearby ethnohistoric Native American site. Monica coordinated extensively with Native American representatives and developed appropriate mitigation to be carried out prior to and during construction.



TERRANCE WONG

Senior Air Quality & Noise Specialist

Terrance is a highly analytical and skilled environmental planner with nine years of experience in the preparation of CEQA and NEPA documents. His technical capabilities include a specialization in air quality and noise analyses along with general section writing and preparation of environmental documents. His qualifications also include expertise in the preparation of climate change analyzes for environmental documents, including calculations associated with generating a greenhouse gas inventory for projects.

Education

M.A., Environmental Studies,
Concentration Environmental
Law, Policy, and
Management, University of
Southern California

B.S., Biology, University of
California, Los Angeles

10 Years of Experience

Specialized Training

Lakes Environmental
AERMOD Air Dispersion
Modeling Course

Hotspots Analysis and
Reporting Program (HARP)
computer software course

SoundPLAN User Training
course

Federal Highway
Administration's Traffic Noise
Model (FHWA-TNM) certified
course

Relevant Experience

City of Downey, Tierra Luna Specific Plan EIR, Downey, CA. Senior Scientist. Terrance prepared the air quality and greenhouse gas analyses for the proposed project, which is an amendment to the existing Downey Landing Specific Plan solely as to the 79-acre site that was occupied by Downey Studios in the City of Downey. The project entailed the development of up to 125,000-square-feet of open space, and would feature 850,000-square-feet of parking facilities dispersed between several multi-level parking structures, on-street parking, and surface parking lots. The analysis of construction emissions at the site required a specialized modeling approach to be used because development of the proposed land uses, which would occur over the course of the Project's 20-year build-out period, would be market driven such that development within the site is expected to occur in response to the existing and future needs of Downey's residential and commercial markets. Thus, for the purpose of conducting air quality dispersion modeling that would be conservative in nature; the various areas within the 79-acre project site where development could potentially occur were broken down into 13 individual module areas that would be modeled separately for localized air quality impacts on off-site receptors. For modeling purposes, the construction emissions representing a worst-case construction day scenario associated with the project for activities such as grading, excavation, and building work were estimated, and these resulting emissions were then applied to each of the 13 module areas for separate modeling. Although actual construction of the project may not occur distinctively at the 13 module areas, this dispersion modeling method allowed for the identification of the worst-case pollutant concentration levels at all of the surrounding off-site receptors resulting from project construction.

Orange County, Saddle Crest Homes Project EIR, Orange County, CA. Senior Associate. The Saddle Crest project includes the development of 65 residential homes on an approximately 113.7-acre site. The EIR documented potential impacts associated with implementation of the project, including amendments to the

Relevant Experience (Continued)

Foothill/Trabuco Specific Plan (F/TSP) and the Orange County General Plan to allow for a clustered design on the site and update methodology for analyzing traffic impacts in the project area. The EIR also includes a side-by-side analysis of a non-clustered scenario that meets all the requirements of the F/TSP. The project includes the providing of approximately 79.6-acres (70 percent) of the site as open space. ESA provided technical reports for air quality, cultural resources, greenhouse gas, and noise. Key issues for the EIR included impacts associated with: biological resources, traffic, and growth inducement associated with the specific plan and general plan amendments. Terrance conducted air quality dispersion modeling to analyze the localized impacts of the project's construction emissions on the nearby sensitive receptors as well as the carbon monoxide hotspots modeling at the roadway intersection that experienced the greatest increase in traffic volumes as a result of the project.

City of Temecula, Bella Linda Residential Development Project, Temecula, CA. Senior Associate. ESA is preparing an EIR for a residential development in the City of Temecula on a site that is adjacent to Pechanga Parkway and Loma Linda Road. The project includes 325 apartment units and 49 senior family units and would require General Plan and zoning amendments resulting in a change from the existing Professional Office designation to Medium Density Residential. The most controversial project challenges are the considering cultural sensitivity. The project would also feature a variety of amenities, including a meandering trail and the conversion of an existing concrete channel to a bio-swale of the site, including addressing concerns of the Pechanga Band of Luiseño Indians, and the addition of project traffic on roadways with limited capacity. Terrance conducted short-term noise measurements at the project site's surrounding noise-sensitive receptors and prepared the subsequent noise analysis in the EIR. Additionally, Terrance was also responsible for preparing the air quality and greenhouse gas analyses in the EIR.

City of Lake Forest, Opportunities Study General Plan Amendment EIR, Lake Forest, CA. Associate Scientist. The City of Lake Forest, which occupies an area of 16.6 square miles located in the heart of South Orange County and Saddleback Valley, between the coastal floodplain and the Santa Ana Mountains, has developed as a series of primarily residential planned communities. The project involved a General Plan Amendment (GPA) and Zone Change of 838-acres of vacant lands within the city on seven parcels. A core component of the project also involved a roadway extension and construction of traffic improvements, including improvements to existing intersections that will be impacted by the project. Terrance conducted representative noise measurements throughout the project area within the city and prepared the subsequent noise analysis to evaluate the project's construction and operational impacts.

EXHIBIT B

REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Consultant have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Consultant's obligations to provide indemnity under Section 14 of this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

Consultant 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.

Consultant 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.

Consultant 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 Consultant 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 Consultant.

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



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 8

FROM: City Administrator

SUBJECT: 1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR FULL-TIME UNREPRESENTED MANAGEMENT EMPLOYEES; 2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS FOR UNREPRESENTED MANAGEMENT EMPLOYEES AND FULL-TIME EMPLOYEES REPRESENTED BY THE CITY OF COMMERCE EMPLOYEES ASSOCIATION

MEETING DATE: June 17, 2014

RECOMMENDATION:

City staff is recommending that the City Council approve and adopt the Resolutions, and assign the numbers next in order.

ANALYSIS:

Last year, the City Council approved a two-year Memorandum of Understanding with employees represented by the Commerce City Employees Association (CCEA). The MOU included a 4.5% salary increase effective July 1, 2014. The MOU also required members to pay an additional 2.3% towards their retirement cost effective July 1, 2014. The City Council has recently received and considered the same request from the Executive Management Team and has agreed to provide the same to them as well.

Additionally, the California Public Employees' Retirement System (CalPERS) requires a procedural amendment of the City's existing resolution establishing Employer Paid Member Contributions (EPMC) to reflect that employees will now be paying a greater percentage of the employee share of retirement costs. The intent of the Public Employees Pension Reform Act (PEPRA) was to eventually have all employees pay the employee share of their retirement costs. The agreements reached between the City and the full-time employees reflect the City's efforts in reaching that goal.

ALTERNATIVES:

1. Adopt the attached resolutions: 1) Approving a 4.5% salary increase for Executive Management employees and adjusting the amount paid by Executive Management employees for their retirement from 2.3% to 4.6%; and 2) Approve a required CalPERS resolution establishing the amount both Executive Management and CCEA Full-Time employees pay for their retirement.
2. Provide staff with further direction.

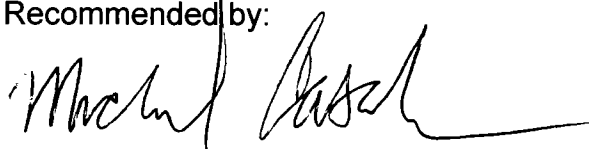
FISCAL IMPACT:

The proposed salary increase (4.5%) and the PERS contribution paid for by Executive Management employees (4.6%) has already been included in the proposed 2014-15 budget, pending City Council approval.

RELATIONSHIP TO STRATEGIC GOALS:

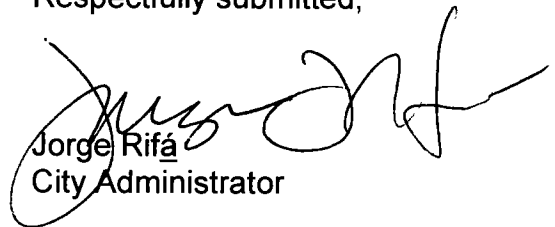
This item is not related to a specific 2012 Strategic goal.

Recommended by:



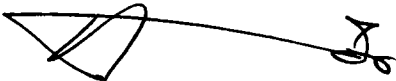
Michael A. Casalou
Director of Human Resources

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR FULL-TIME
UNREPRESENTED MANAGEMENT EMPLOYEES

WHEREAS, the City of Commerce and the full-time unrepresented management employees, including the City Clerk and City Administrator, have recently engaged in dialogue regarding salary and benefits for fiscal year 2014-2015; and

WHEREAS, the City Council has approved a salary increase and an additional amount to be contributed by employees for their share of the CALPERS retirement cost;

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

Section 1. Effective July 1, 2014, the salary schedule for full-time non represented management employees shall be increased by 4.5%.

Section 2. Effective July 1, 2014, full-time non represented management employees shall contribute 4.6% of the member's CALPERS retirement contribution via payroll deduction on a pre-tax basis.

Section 3. This Resolution shall take full force and effect immediately upon adoption by the City Council.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014, at Commerce, California.

Tina Baca Del Rio
Mayor

ATTEST:

Lena Shumway
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, AUTHORIZING PAID MEMBER CONTRIBUTIONS FOR
UNREPRESENTED MANAGEMENT EMPLOYEES AND FULL-TIME EMPLOYEES
REPRESENTED BY THE CITY OF COMMERCE EMPLOYEES' ASSOCIATION

WHEREAS, the governing body of the City of Commerce has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Commerce has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Commerce of a resolution to commence the Employer Paid Member Contribution (EPMC); and

WHEREAS, the governing body of the City of Commerce has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all City of Commerce Unrepresented Management employees and Full-Time Employees represented by the City of Commerce Employees' Association.
- This benefit shall consist of paying 2.4% of the normal member contributions as EPMC.
- The effective date of the Resolution shall be July 1, 2014.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Commerce elects to pay EPMC, as set forth above.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2014.

Tina Baca Del Rio
Mayor

ATTEST:

Lena Shumway
City Clerk



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Caltrans Letter On Community Alternative 7a
MEETING DATE: June 17, 2014

Item No. 9

RECOMMENDATION:

Receive and file and/or take action as City Council may deem appropriate.

ANALYSIS:

On May 20th, the Council received the recommendation of the Commerce I-710 Local Advisory Committee for the City Council to continue its support of "Community Alternative 7" for the planned I-710 Freeway reconstruction. On May 20th, the Council reaffirmed its support for Community Alternative 7a, and in so doing, instructed the Commerce policymakers (Leon & Robles) who sit on the Gateway Cities I-710 Project Committee to continue their support for Community Alternative 7.

The attached letter from CalTrans informs that CalTrans staff in the proposed I-710 RDEIR/SDEIS will not include all elements of Community Alternative 7 because there are facets of Alternative 7 which are not within the jurisdiction of CalTrans to implement. Because of the previous Council directive, the CalTrans letter is brought forward to the Council for its review and discussion.

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

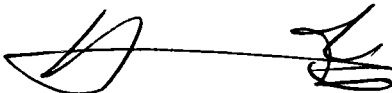
This item is not related to a specific 2012 Strategic goal.

Respectfully submitted,



George Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

DEPARTMENT OF TRANSPORTATION

DISTRICT 7, Division of Environmental Planning
100 South Main Street, Suite 100
LOS ANGELES, CA 90012-3606
PHONE (213) 897-0703
FAX (213) 897-0685
TTY (213) 897-4937



*Flex your power!
Be Energy efficient!*

May 22, 2014

Mr. Adrian Martinez
Staff Attorney
Earthjustice, Counsel for Coalition for Environmental Health and Justice (CEHAJ)
50 California St., Ste. 500
San Francisco, CA 94111

Subject: I-710 Corridor Project – Response to Letter of April 17, 2014

Dear Mr. Martinez:

Thank you for your letter of April 17, 2014, regarding the offer of assistance in clarifying the complex disputes regarding the environmental review of the I-710 Corridor Project. Your letter offers perspectives on the Governor's veto of Senate Bill 811 (SB 811) and its relevance to the environmental review of the I-710 Corridor Project, and expresses concerns regarding Caltrans fulfilling its role as the lead agency under the National Environmental Policy Act (NEPA). Caltrans and its agency partners on the I-710 Corridor Project welcome your invitation to engage in a constructive dialogue with CEHAJ to ensure that the I-710 Corridor Project is developed in a manner sensitive to the concerns of the Corridor communities and stakeholders.

Perspectives on SB 811

We believe the Governor's message of October 11, 2013, to the Members of the California State Senate regarding SB 811 makes two points very clear. First, by stating that "*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.*", the Governor made it very clear that mitigation measures should be based on the actual impacts of the project. We are following through with the Governor's statement in the CEQA/NEPA process to ensure that any proposed mitigation measures are tied to project impacts and that the alternatives, as proposed, do include those project features that are directly tied to addressing the defined purpose and need of the project. Your letter notes that Community Alternative 7 (CA-7) proposed by CEHAJ includes elements that should not be considered mitigation, but as features of the project alternatives themselves. As discussed later in this letter, almost all of the elements of CA-7 are proposed for inclusion in the revised alternatives to be studied in the Recirculated Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement (RDEIR/SDEIS) for the project.

The second key point in the Governor's message is his statement that, "*Caltrans is instructed 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, goods movement, the community, and the environment.*" We believe we are following this direction from the Governor, and we are committed to continuing a constructive dialogue on the I-710 Corridor Project with CEHAJ and other community stakeholders. As you know, members of my staff and I have met with various CEHAJ representatives both individually and in group meetings multiple times since CA-7 was first proposed in 2012. Those meetings have been beneficial to Caltrans in helping us better understand the different elements of CA-7, and we hope they have been beneficial to representatives of CEHAJ in understanding the limitations that Caltrans has in addressing certain elements of CA-7. Please be advised that I will shortly request another meeting with CEHAJ representatives to continue this dialogue.

Caltrans' Responsibilities under NEPA

Caltrans takes its role under the Memorandum of Understanding with the Federal Highway Administration (FHWA) to implement NEPA very seriously. Many of the technical analyses (such as the Health Risk Assessment, environmental justice analysis, and inclusion of public health considerations for all environmental topics) included in the I-710 Corridor Project environmental process go above and beyond Caltrans' standard procedures for environmental review. Your letter cites the provisions of Executive Order 12898 on Environmental Justice, as well as U.S. Department of Transportation and FHWA Orders to implement Executive Order 12898. Your letter also restates many of the environmental justice concerns raised by CEHAJ in its comment letter of September 28, 2012 on the I-710 Corridor Project Draft EIR/EIS. Again, Caltrans is fully committed to fulfilling its responsibilities under NEPA to comply with Executive Order 12898, as well as addressing the comments received on the I-710 Corridor Project Draft EIR/EIS. Specifically, as has already been shared with CEHAJ representatives in previous meetings (most recently on March 17, 2014, at a meeting with representatives from the East Yard Communities for Environmental Justice), the design of the I-710 build alternatives have been revised to avoid and minimize impacts to important community facilities such as the Long Beach Multi-Service Center, Bell Shelters, and Shelter Partnerships.

Inclusion of CA-7 in the RDEIR/SDEIS

In the closing paragraph of your letter, you ask for a response to the question that has been previously asked, and that is whether CA-7 will be analyzed in its entirety in the RDEIR/SDEIS. As Caltrans' staff has consistently stated in previous meetings with CEHAJ representatives, there are elements included in CA-7 that are simply not within Caltrans' jurisdiction to implement as the owner-operator of I-710 and as the Lead Agency under CEQA and NEPA (e.g., "restoration of the natural river functions" as stated in CA-7 Element 5 – River Improvements). Therefore, we will not be analyzing CA-7 in its entirety in the RDEIR/SDEIS. However, Caltrans has worked with our agency partners and project consultants to incorporate most elements of CA-7 in both of the alternatives proposed for analysis in the RDEIR/SDEIS. For example, proposed Alternative 7 includes a zero emission/near zero emission freight corridor as proposed in CA-7 Element 3 (Committed Zero Emission Freight Corridor), but with no additional general purpose lanes as proposed in CA-7

Element 1 (No Widening of General Purpose Lanes). In addition, both proposed Alternatives 5C and 7 include the construction of specific bikeway and river trail linkages along the Los Angeles River as proposed in CA-7 Element 6 (Comprehensive Bicycle and Pedestrian Element). Proposed Alternatives 5C and 7 also include programmatic components such as a Community Health Benefits grant program as proposed in CA-7 Element 7 (Community Benefits and Enhancements). A detailed table comparing the elements of proposed Alternatives 5C and 7 to the elements of CA-7 is attached for your reference.

In conclusion, I want to thank you again for sharing CEHAJ's perspectives and concerns. We look forward to continuing to work with together with CEHAJ and other community groups to ensure that the I-710 Corridor Project benefits the community and the environment.

Very truly yours,



RONALD KOSINSKI

Deputy District Director, Division of Environmental Planning
California Department of Transportation, District 7

Attachment: I-710 Corridor Project Alternative Comparisons Matrix

cc: Maya Golden-Krasner, Communities for a Better Environment
Susanne Browne, Legal Aid Foundation of Los Angeles
Ramya Sivasubramanian, Natural Resources Defense Council
Angelo Logan, East Yard Communities for Environmental Justice
Patricia Ochoa, Coalition for Clean Air
Carrie Bowen, Caltrans District 7
Frank Quon, Los Angeles County Metropolitan Transportation Authority
Richard Powers, Gateway Cities Council of Governments



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

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.

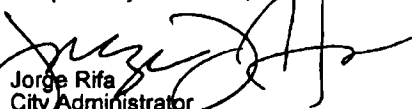
RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

AGENDA ITEM No. 1

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 21st 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 21st 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



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, AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

MEETING DATE: June 17, 2014

RECOMMENDATION:

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

ANALYSIS:

Based on a thorough review of on-site City records, the City Clerk's Office is requesting authorization from City Council to destroy certain records, as are identified in the attached Records Destruction Certificate (Attachment 1). The records identified for destruction in the Records Destruction Certificate, which are housed in banker boxes, are from the 1980 to 2011 time period, and include a variety of different documents and recordings, such as: past election records; cassette recordings of City meetings (not official minutes, which are permanent records); unsuccessful bids; and claims against the City that have been closed. The records identified for destruction no longer have sufficient historical, legal, fiscal, or reference value to retain in their original form, and meet the requirements for destruction, as per Section 34090 of the California Government Code.

Section 34090 of the California Government Code, 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 City Council and with the written consent of the City Clerk and City Attorney. Furthermore, 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 City Council. The records identified for destruction

in the attached Records Destruction Certificate are consistent with the types of records allowable for destruction under Section 34090 of the California Government Code.

It should be further noted that there are still over 300 banker boxes of City records currently being stored off-site with Iron Mountain, for which the City is currently paying for; the associated storage cost is dependent on the number of boxes, cubic footage of space, and a minimum monthly charge. Therefore, should City Council authorize the destruction of the City records identified in the attached Records Destruction Certificate, then thereafter the City will initiate the process of moving over the records being stored off-site by Iron Mountain for review and storage on-site, which in turn should save the City money in the future by not having to utilize a vendor to store City records off-site.

FISCAL IMPACT:

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

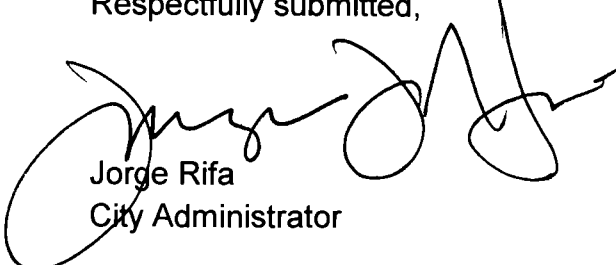
RELATIONSHIP TO 2014 STRATEGIC GOALS:

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

Recommended by:


Lena Shumway
City Clerk

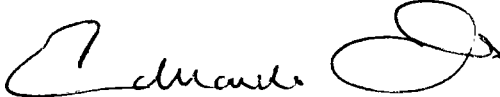
Respectfully submitted,


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.

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 17th day of June, 2014.

Tina Baca Del Rio
Mayor


Attest:

Lena Shuwmay, City

RECORDS DESTRUCTION AUTHORIZATION FORM

Box #	Records Description	Start Date	End Date	Legal Authority	Retention Period
1-9	Inactive/closed claims against the City	1980	1999	CCP § 337 et seq.; GC § 911.2, 945.6, 34090, 34090.6; PC §832.5	Closed + 5 years
10-22	City Council meeting cassette tapes	1977	2007	GC §54953.5 (b)	30 days
23-27	Los Angeles Codes adopted by reference (obsolete)	1986	2002	GC §34090(d)	2 years
28	Public Records requests	2001	2004	GC §34090(d)	2 years
29-31	Unsuccessful proposals (RFPs)	1990	1995	GC §34090(d)	2 years
32-34	Forms 700 –economic interest statement (originals filed with FPPC)	1973	1991	GC §81009 (e) 7 (g)	End of term + 7 years
35-36	Inactive/closed claims against the City	2002	2006	CCP § 337 et seq.; GC § 911.2, 945.6, 34090, 34090.6; PC §832.5	Closed + 5 years
37-40	Election blank envelopes, petition –Councilmember Robles extra copies	2013	2013	EC §17503, 17504, GC §34090(d)	6 months
41	Closed session meetings notes (City Clerk's handwritten notes)	2004	2008	GC §34090(d)	2 years
42	Back up floppy discs and microfiche files (transferred to CDs)	1995	2005	Admin Value	As superseded
43	Subpoenas	2001	2008	GC §34090	2 years
44	Admin. Files –correspondence, follow-up reuqests, memo	2008	2010	GC §34090	2 years

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION



 City Clerk

6/12/2014

 Date



 City Attorney

6-12-14

 Date



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 THE SECOND AMENDMENT TO THE SERVICES AGREEMENT FOR ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES WITH SA ASSOCIATES OF ARCADIA, CALIFORNIA, FOR THE CAMP COMMERCE WATERLINE IMPROVEMENT PROJECT, AND APPROVING THE PLANS AND SPECIFICATIONS FOR SAID PROJECT

MEETING DATE: June 17, 2014

RECOMMENDATION:

1. Approve the Resolution approving the Second Amendment to the Services Agreement for Engineering Design and Construction Management Services with SA Associates for the Camp Commerce Waterline Improvement Project;
2. Approve the project plans and specifications for the Camp Commerce Waterline Improvement Project, as prepared by SA Associates; and
3. Authorize the Public Works and Development Services Department to advertise for bids.

BACKGROUND:

Camp Commerce (Camp) is a unique and valued community asset that the City owns and operates in Lake Arrowhead. Improvement to the Camp's fire protection system was recommended by San Bernardino County Fire Department in 2008. The final design provides for a new 6" fire service waterline and two (2) new fire hydrants on the Camp's property.

On August 11, 2009, the City Council awarded a Services Agreement to SA Associates for Engineering Design and Construction Management Services for the Camp Commerce Waterline Improvement Project in the amount of \$41,000. The project experienced some unexpected delays due to the nature of the project as it involved cooperation and approval of the San Bernardino County Fire Department, Lake Arrowhead Community Services District and Caltrans District 8.

On August 6, 2012, City Council approved the First Amendment of the Services Agreement between the City of Commerce and SA Associates for additional Engineering

Design and Construction Management Services for \$19,500. The proposed Second Amendment requests \$19,000 to address the additional required work.

ANALYSIS:

The project plans and specifications are ready and available in the Public Works and Development Services Department. The proposed improvements include installation of a waterline for fire protection services, pavement rehabilitation, and installation of a snow drop. Services in the amount of \$34,000 were required to coordinate the permitting of the project to cross the State Highway and finalized the modified plans which addressed comments from San Bernardino County Fire Department and Lake Arrowhead Community Service District (CSD).

The work beyond the original scope included additional coordination with San Bernardino County Fire Department, Lake Arrowhead CSD, and Caltrans for approval and permitting purposes. The coordination with these agencies includes design plan revisions, a geotechnical analysis, preparation of traffic control plans, site meetings, and multiple telephone calls and emails. Taking a credit for construction services in the amount of \$15,000 from the original contract and applying it to \$34,000, thus, the net amount requested is \$19,000. Staff will determine the amount of construction support services required to successfully complete the project when staff returns to Council to award the project.

The amount breakdown for the work described above is as follows:

1.	Coordination with the San Bernardino County Fire Department	\$3,000
2.	Coordination with the Lake Arrowhead CSD	\$8,000
3.	Coordination with Caltrans	\$16,000
4.	Additional Site Visit	\$1,000
5.	Additional Miscellaneous Coordination	\$6,000
	Subtotal	<u>\$34,000</u>
	Credit for Construction Services (Original Contract)	<u>(\$15,000)</u>
	<u>TOTAL</u>	<u>\$19,000</u>

ALTERNATIVES:

1. Approves staff Recommendation
2. Reject staff Recommendation
3. Provide staff with further direction

FISCAL IMPACT:

This activity can be carried out at this time without additional impact on the current operating budget. The current Services Agreement including the First Amendment to SA Associates is \$60,500. The approval of the Second Amendment will increase this amount to \$79,500.

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:



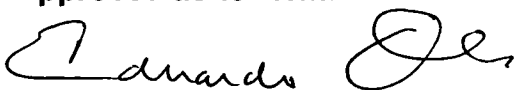
Wendell Johnson
Assistant Director of Public Works and
Development Services

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Resolution
2. Second Amendment (2-Originals)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE SERVICES AGREEMENT FOR ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES WITH SA ASSOCIATES OF ARCADIA, CALIFORNIA, FOR THE CAMP COMMERCE WATERLINE IMPROVEMENT PROJECT, AND APPROVING THE PLANS AND SPECIFICATIONS FOR SAID PROJECT

WHEREAS, on August 11, 2009, the City Council awarded a Services Agreement (Agreement) to SA Associates for engineering design and construction management services for the Camp Commerce Waterline Improvement Project; and

WHEREAS, on August 6, 2012, the City Council approved the First Amendment to the Services Agreement for Engineering Design and Construction Management Services with SA Associates, increasing the contract amount by \$19,500.00 and adding additional services; and

WHEREAS, the City of Commerce and SA Associates desire to amend the exiting Agreement to include additional services necessary to complete the project design increasing the contract amount by \$19,000.00.

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

Section 1. The Second Amendment to the Services Agreement is hereby approved for an increase of \$19,000.00. The Mayor is hereby authorized to execute the Second Amendment for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

SECOND AMENDMENT TO THE SERVICES AGREEMENT FOR ENGINEERING
DESIGN AND CONSTRUCTION MANAGEMENT SERVICES WITH SA ASSOCIATES OF
ARCADIA, CALIFORNIA, FOR THE CAMP COMMERCE WATERLINE IMPROVEMENT
PROJECT

This Second Amendment is made and entered into as of the 17TH day of June, 2014, ("Effective Date") by and between the CITY OF COMMERCE, a Municipal Corporation (the "CITY") and SA ASSOCIATES ("CONSULTANT").

WITNESSETH

This Second Amendment is made with reference to the following facts:

- A. On August 11, 2009, the CITY and CONSULTANT entered into a Services Agreement for Engineering Design and Construction Management Services associated with the Camp Commerce Waterline Improvement Project (the "Agreement");
- B. On August 6, 2012, the City Council approved the First Amendment to the Services Agreement for Engineering Design and Construction Management Services with SA Associates, increasing the contract amount by \$19,500 and adding additional services; and
- C. CITY and CONTRACTOR need to modify the Scope of Services and Compensation set forth in the Agreement in order to address certain changed conditions.

NOW, THEREFORE, in consideration of mutual promises, conditions and covenants herein contained, the parties hereto agree that the Agreement will be amended as follows:

- 1. Section 4: Compensation

The fees to be paid by the CITY for the additional services to be provided by CONSULTANT are also set forth in the attached Exhibit "A."

- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed, this Second Amendment on the dates set forth below.

CITY OF COMMERCE

SA ASSOCIATES ("CONSULTANT")

By: _____
Tina Baca Del Rio, Mayor

By: _____
Shahnawaz Ahmad, P.E.
President

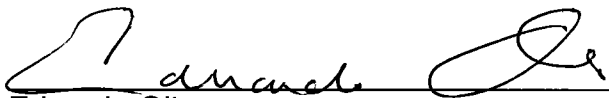
Dated: _____

Dated: _____

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:



Eduardo Olivo
City Attorney



February 14, 2014

Alex Hamilton
Assistant Director of Public Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Subject: Additional Services for Camp Commerce Water Main Project

Dear Mr. Hamilton:

In accordance with our telephone conversation of January 30, 2014 we hereby submit this letter in order to provide a better understanding of the expanded Scope of Services for this project, and to request additional funds for services previously rendered and services required for a successful project completion. For ease of review, we have broken down the costs to perform these additional services as follows:

A. Additional Services Rendered to Date

With regard to the Scope of Services as originally contained in Exhibit A of the Services Agreement dated August 11, 2009, and the additional work as contained in Exhibit A1 of the First Amendment dated August 6, 2012, we believe that we have exceeded Phases 1-3 Scope of Services as follows:

1. Coordination with the San Bernardino County Fire Department: Including telephone and email coordination regarding fire service requirements, and meeting coordination.
2. Coordination with the Lake Arrowhead Community Services District: Including meeting coordination, meetings in Lake Arrowhead and extensive telephone and email communication.
3. Coordination with Caltrans: Including research of requirements, telephone and email coordination, meeting coordination, soils investigation and preparation of soils report, revision of plans, and one meeting in the San Bernardino Caltrans office.
4. Additional Site Visit: Including one (1) additional site visit to the Camp, requested by the City.
5. Additional Miscellaneous Coordination: Including email and telephone coordination with City due to City project schedule hiatuses. Coordination subjects include general project coordination as well as follow up on payment of plan check fees to the Lake Arrowhead Community Services District for review of project plans.

The additional items listed above have resulted in a greater number of hours expended to date than was originally anticipated in our Proposal and, in some cases, not included in our original Proposal. In addition to the number of hours expended, our hourly charge rates for our personnel as contained in Page 2 of Exhibit A of the Services Agreement (2009) have since increased. For this reason, we request the following additional funds to help cover the costs associated with the additional services already rendered:

1. Coordination with the San Bernardino County Fire Department	\$3,000
2. Coordination with the Lake Arrowhead CSD	\$5,000
3. Coordination with Caltrans	\$8,000
4. Additional Site Visit	\$1,000
5. Additional Miscellaneous Coordination	<u>\$3,000</u>
Total for Additional Services Rendered to Date	\$20,000



B. Scope of Services Required to Complete Project

The additional anticipated work falls primarily under Phase 3 of Exhibit A of the Services Agreement. In order to complete this project, the following services will need to be rendered:

1. Coordination with the Lake Arrowhead Community Services District: Including plan revisions, telephone and email communication, and possibly one field meeting at the Camp Site.
2. Coordination with Caltrans: Including plan revisions, preparation of traffic control plans, telephone and email coordination, possibly one meeting in the San Bernardino Caltrans office or at the Camp Site.
3. Additional miscellaneous coordination with City during the remainder of the project.

For the above scope of services, we anticipate fees:

1. Coordination with Lake Arrowhead CSD	\$3,000
2. Coordination with Caltrans Including Preparing Traffic Control Plans	\$8,000
3. Additional Miscellaneous Coordination	<u>\$3,000</u>
Total for Services Required to Complete Project	\$14,000

C. Additional Funds for Construction Related Services

In addition to the above services, we would like to point out that we have within the Services Agreement (2009) with the City, under Phase 4 of Exhibit A, Construction and Post-Construction Consultation services. Within the Services Agreement (2009), we have a budget of \$15,000. However, in order to properly perform these services based on the current (expanded) project status (i.e. Caltrans coordination and Lake Arrowhead CSD coordination), we anticipate the following additional fees will be required in order to properly perform Construction Management and Inspection Services:

1. Additional Construction and Post-Construction Services	\$7,000
Total for Construction and Post-Construction Services (including \$15,000 already budgeted in 2009 Services Agreement)	\$22,000

We thank you for the opportunity to work with the City on this project and we would appreciate consideration of the funds requested in this letter. We look forward to working with the City towards a successful project completion.

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Shahnawaz Ahmad'.

Shahnawaz Ahmad, P.E.
President
SA Associates



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 12

FROM: City Administrator

SUBJECT: A Resolution of the City Council of the City of Commerce, California, Authorizing the Submittal of a Draft Joint Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) to the Los Angeles Regional Water Quality Control Board (Water Board) for Approval

MEETING DATE: June 17, 2014

RECOMMENDATION:

Adopt a Resolution authorizing the submittal of a draft joint Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) to the Los Angeles Regional Water Quality Control Board (Water Board) for approval.

ANALYSIS:

On May 28, 2013, the City Council approved a Memorandum of Understanding with the Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for the administration and cost sharing for the development of a joint WMP and CIMP in accordance with the Los Angeles Regional Water Quality Control Board, National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The purpose of the WMP and CIMP is to establish a Program by which the City of Commerce can make a good faith effort to comply with all applicable Total Maximum Daily Load (TMDL) pollutants affecting water quality such as trash, metals and bacteria and other priority water quality standards. The deadline to submit the WMP and CIMP is June 28, 2014, a Saturday which allows for a June 30, 2014 submittal date.

As previously reported, this task was divided into two phases:

Phase 1 focused on forming sub-regional groups based on location, land use, and drainage patterns to share the costs of developing these programs. The City of Commerce is part of the Los Angeles River Upper Reach 2 Sub-watershed (LAR UR2 SW) group. This group, through the GWMA, issued an RFP for the development of the WMP and CIMP and awarded a contract to CWE Corporation effective July 15, 2013. CWE will present a PowerPoint presentation following this report on the detailed development of the

programs and their impacts to the City of Commerce. Phase 1 will be complete with the submittal of a draft WMP and CIMP and Water Board approval.

Phase 2 will begin once the Water Board approves the draft WMP and CIMP and focuses on the ongoing implementation of the WMP and CIMP, which includes an expanded monitoring program to include outfall monitoring in addition to continuing to monitor the receiving waters and Best Management Practices (BMP) project implementation.

Staff will return to the City Council when the Water Board approves the WMP with recommendations for implementation and collaboration for cost sharing with the members of the LAR UR2 SW, the City's sub-watershed partnership group.

ALTERNATIVES:

1. Authorize submittal of the WMP and CIMP to the Water Board (recommended).
2. Decline submittal of the WMP and CIMP and implement the 2012 MS4 Permit standards as is without the flexibility allowed in the WMP and CIMP to prioritize implementation (not recommended).

FISCAL IMPACT:

The LAR UR2 SW members agreed to a cost share allocation as part of the MOU for the development of the WMP and CIMP as follows:

Watershed Permittee	Cost Allocation	
LA County Flood Control District	Flat 10% contribution of total costs	
7 participating cities	Equally share 1/7 of 45% of the total costs	
	Remaining 45% paid as follows:	
	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

If the LAR UR2 SW members agree to continue using this cost-share allocation formula, the potential estimated fiscal impact for *Commerce's share* of the cost to implement the WMP and CIMP is as follows:


Activity	Amount	Year Expended
RFP for monitoring	\$2,000	14/15
MOU administration through GWMA	\$5,500	14/15
Annual Monitoring	\$50,000	14/15
LID/Green Streets	\$9.8 million	2014 - 2037
Regional BMP projects – design and construction	\$41.2 million	2024 - 2037
Regional BMP projects – ongoing operations and maintenance	Unknown at this time	

Staff requested \$100,000 in the Fiscal Year 2014/15 budget for MS4 Permit implementation including some activities in the WMP and CIMP once approved by the Water Board.

RELATIONSHIP TO STRATEGIC GOALS:

This item is related to the 2012 Strategic Goal to develop a tangible environmental mitigation plan.

Recommended by:


 Maryam Babaki
 Director of Public Works and Development Services

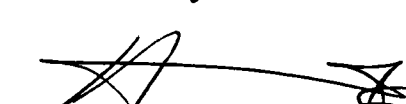
Respectfully submitted,


 Jorge Rifa
 City Administrator

Prepared by:


 Gina Nila
 Environmental Services Manager

Reviewed by:


 Vilko Domic
 Finance Director

Approved as to form:


 Eduardo Olivo
 City Attorney

ATTACHMENTS:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A DRAFT JOINT WATERSHED
MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED
MONITORING PROGRAM (CIMP) TO THE LOS ANGELES REGIONAL WATER
QUALITY CONTROL BOARD (WATER BOARD) FOR APPROVAL

WHEREAS, on May 28, 2013, the City Council approved a Memorandum of Understanding with the Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for the administration and cost sharing for the development of a joint WMP and CIMP in accordance with the Los Angeles Regional Water Quality Control Board, National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit.; and

WHEREAS, The purpose of the WMP and CIMP is to establish a Program by which the City of Commerce can make a good faith effort to comply with all applicable Total Maximum Daily Load (TMDL) pollutants affecting water quality such as trash, metals and bacteria and other priority water quality standards; and

WHEREAS, the deadline to submit the WMP and CIMP is June 28, 2014; and

WHEREAS, this task was divided into two phases whereby Phase 1 focused on forming sub-regional groups based on location, land use, and drainage patterns to share the costs of developing these programs. The City of Commerce is part of the Los Angeles River Upper Reach 2 Sub-watershed (LAR UR2 SW) group; and

WHEREAS, the LAR UR2 SW, through the GWMA, issued an RFP for the development of the WMP and CIMP and awarded a contract to CWE Corporation effective July 15, 2013; and

WHEREAS, CWE presented a PowerPoint presentation on the detailed development of the programs and their impacts to the City of Commerce at the June 17, 2014 City Council meeting; and

WHEREAS, Phase 1 will be complete with the submittal of a draft WMP and CIMP and Water Board approval; and

WHEREAS, Phase 2 will begin once the Water Board approves the draft WMP and CIMP and focuses on the ongoing implementation of the WMP and CIMP, which includes an expanded monitoring program to include outfall monitoring in addition to continuing to monitor the receiving waters and Best Management Practices (BMP) project implementation; and

WHEREAS, staff will return to the City Council when the Water Board approves the WMP with recommendations for implementation and collaboration for cost sharing with the members of the LAR UR2 SW, the City's sub-watershed partnership group.

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

Section 1. Authorizes submittal of the joint Watershed Management Program and Coordinated Integrated Monitoring Program to the Los Angeles Regional Water Quality Control Board in accordance with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit.

Section 2. The Mayor is authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2014.

Tina Baca Del Rio
Mayor

ATTEST:

Lena Shumway
City Clerk



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

FROM: City Administrator

SUBJECT: I-710 CORRIDOR AESTHETIC MASTER PLAN

MEETING DATE: June 17, 2014

Item No. **13**

RECOMMENDATION:

Receive and file a presentation from Ernesto Chavez, with the Los Angeles County MTA, on the I-710 Corridor Aesthetic Master Plan, and provide direction to the City Administrator to approve the current version of the Aesthetic Master Plan.

ANALYSIS:

The Commerce I-710 Corridor Local Advisory Committee (LAC) has reviewed the 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 had rescheduled this item for a Council presentation.

ALTERNATIVES:

1. 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 before the City Council is applicable to the following Council 2012 Strategic Goal to "Improve and maintain infrastructure and beautify our community".

Prepared by:



Fernando Mendoza
Deputy City Administrator

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney



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, AWARDING AN EXCLUSIVE FRANCHISE AGREEMENT TO CALMET SERVICES, INC. FOR THE PROVISION OF RESIDENTIAL REFUSE AND RECYCLING SERVICES

MEETING DATE: June 17, 2014

RECOMMENDATION:

1. Approve and adopt the Resolution, which will award an exclusive franchise agreement to CalMet Services, Inc. for the provision of residential refuse and recycling services in the City of Commerce, and assign the number next in order;
2. Address apartments, 5 units and above, separately when reviewing the City's commercial waste management needs in the future;
3. Accept CalMet's proposal of services as set forth above for residential units up to and including 4 units;
4. Enter into an agreement with CalMet for a period of 5 years effective July 1, 2014; and.
5. Approve a 2.8% rate adjustment effective July 1, 2014, and a new monthly rate of \$54,328.95.

BACKGROUND/ANALYSIS:

The existing residential refuse contract with CalMet Services, Inc. (CalMet) will expire on June 30, 2014. Refuse and recycling services are key to improving the quality of life and maintaining the City's compliance with key environmental law such as the 1989 California Integrated Waste Management Act (AB 939) which required jurisdictions to adopt a Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and Non-disposal Facility Element (NDFE) to serve as the City's Implementation Plan for environmental programs, and laid the groundwork for programs the City is obligated to implement.

Further, the Los Angeles Regional Water Quality Control Board (Water Board) adopted a Trash Total Maximum Daily Load (TMDL) regulation in 2001 through the National Pollutant Discharge Elimination System (NPDES) Permit requiring cities to reduce the amount of

trash in their municipal storm drain system to a “zero level” by 2016. Failure to achieve the reductions can result in fines up to \$25,000 per day per city and third party litigation.

CalMet expressed their interest in continuing to provide refuse and recycling services to the City of Commerce in a letter dated June 7, 2012, attached hereto.

On January 15, 2013, the City Council authorized staff to proceed with negotiating terms for an exclusive franchise agreement with CalMet for residential refuse and recycling services for a 5-year term. The City Council directed staff to provide its recommendations before the expiration of the current contract.

On April 2, 2014, CalMet requested a rate increase of 2.8% per the Consumer Price Index (CPI) effective July 1, 2014. Their letter of request is attached hereto. If approved, this rate adjustment will amount to a monthly increase of \$1,479.77 or \$17,757.24 annually.

CalMet has offered to continue servicing the City at the current level of service as follows:

1. Use of CNG vehicles, which are mandated under AQMD’s Rule 1193;
2. On-call sharps container delivery (no collection);
3. On-call large item and e-waste collection; and
4. City facility trash and recycling services at no charge.

CalMet also offered to replace 96-gallon containers for all residents. CalMet requested a 5-year contract term with a self-renewing clause and inclusion of apartments with 5 units and above in a new exclusive franchise agreement. There are 628 apartment units serviced as commercial accounts under an open, competitive system. CalMet currently services up to four units as part of their residential contract, which is the industry standard. Further, recycling services for multi-family residential with 5 units and above are regulated under California’s Commercial Recycling Program effective July 1, 2012.

The proposed franchise agreement reflects existing services that were not specified in the current agreement, updated regulatory requirements for clean-fuel equipment, specification of an approved rate for refuse and recycling services per household and designation of the CPI for the Los Angeles area as the basis for rate increase requests, and provision of City facility refuse and recycling services at no charge to the City.

ALTERNATIVES:

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

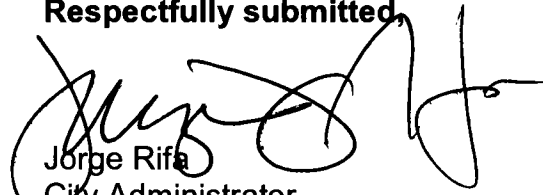
FISCAL IMPACT:

A 2.8% rate adjustment per CPI will amount to an increase of \$17,757.24 in expenditures for Fiscal Year 2014/2015. The proposed Fiscal Year 2014/15 amount of \$651,948 will be included as part of the budget presentation that will come before the City Council on June 10, 2014.

RELATIONSHIP TO STRATEGIC GOALS:

This agenda report item complies with the goal to improve and maintain infrastructure and beautify the City of Commerce.

Respectfully submitted,



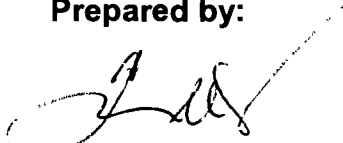
Jorge Rifa
City Administrator

Recommended by:



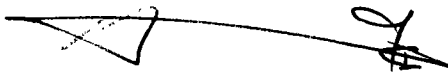
Maryam Babaki
Director of Public Works & Development Services

Prepared by:



Gina Nila
Environmental Services Manager

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. CalMet Services, Inc.'s Letter Dated June 7, 2012
2. CalMet Services, Inc.'s Letter Dated April 2, 2014
3. Resolution
4. Exclusive Franchise Agreement -

CALMET SERVICES, INC.

June 7, 2012

Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040

Dear Jorge,

CalMet Service is please to present this proposal for solid waste and recycling services. Our goal is to continue providing the City of Commerce with high quality service at competitive rates and include new enhancements for the residents of Commerce.

The main features of this proposal include the following:

- New 96 gallon Trash and Recycling carts for all residents
- Complete fleet of CNG trucks to service the City of Commerce
- On-call SHARPS container delivery to residents
- Rate freeze until July 1, 2013 (4 years without a rate adjustment)
- Updated Residential Contract
- A contract extension of five (5) years with a self renewing clause

CalMet will continue to provide the following additional services:

- Free on-call pick up of large items from residents
- Free on-call pick up of electronic waste from residents
- Free City Services worth about \$9,000 per month

We would also like the City's consideration to include all Multi-family units as part of the residential contract. CalMet can ensure compliance with AB341 mandate of recycling for all Multi-family units of five or more. We have our own MRF facility with guaranteed capacity for Commerce residential waste stream and are in the process of building a new \$35 million state of art MRF facility. As the recycling mandates increase in the State (up to 75% diversion in coming years), CalMet would guarantee compliance for the entire residential sector.

We view this proposal as a working document and recognize that the City's enthusiastic endorsement is vital. Please let us know any adjustments to this proposal the City wishes to see.

Thank you for your consideration. We look forward to serving the City of Commerce for many more years to come.

Sincerely,

William Kalpakoff

CALMET SERVICES, INC.

April 2, 2014

Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040

Dear Mr. Rifa,

CalMet Services is pleased to provide disposal and recycling services to residents of the City of Commerce. At this time we are requesting an adjustment to our monthly service rate. Please accept this as a revision to the request made on March 20, 2014.

The Consumer Price Index has increased from 239.753 (February 2013) to 241.059 (February 2014) or .54%. Additionally, disposal costs from 2012 to 2103 have increased overall 5.70%. The majority of that is due to greenwaste disposal increases. The 2013 disposal costs, including the City's free services, are 43% of the revenue generated. This would equate to a 2.8% adjustment on the residential rate; an increase of \$1,479.77 per month or about \$.56 per home (approximately 2,665 units). The monthly cost would be adjusted July 1, 2014 from \$52,849.17 to \$54,328.94.

If you have additional questions or need any other information, please give me a call.

Sincerely,


JB D'Souza

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA AWARDING AN EXCLUSIVE FRANCHISE AGREEMENT TO
CALMET SERVICES, INC. FOR THE PROVISION OF RESIDENTIAL REFUSE AND
RECYCLING SERVICES

WHEREAS, in 1989, the California Integrated Waste Management Act (AB 939) mandated jurisdictions to adopt a Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and Non-disposal Facility Element (NDFE) which serve as the City's Implementation Plan for environmental programs and laid the groundwork for programs that the City is obligated to implement; and

WHEREAS, in 2001, the Los Angeles Regional Water Quality Control Board (Water Board) adopted a Trash Total Maximum Daily Load (TMDL) regulation, which was amended in 2007, and is enforced through the National Pollutant Discharge Elimination System (NPDES) Permit.; and

WHEREAS, the Trash TMDL requires cities draining into the Los Angeles River watershed to reduce the amount of trash in their municipal storm drain system to a "zero level" by 2016 and failure to achieve the reductions can result in fines up to \$25,000 per day per City and third party litigation; and

WHEREAS, on July 1, 1999, the City of Commerce entered into a Solid Waste Management Agreement and Specifications (the "Agreement") with Calmet Services, Inc. ("CalMet") for the provision of trash and recycling services to residential properties up to and including 4 units; and

WHEREAS, the Agreement was amended on May 10, 2001, September 17, 2002, July 1, 2006, July 1, 2007 and November 17, 2009; and

WHEREAS, the Agreement term is due to expire on June 30, 2014; and

WHEREAS, by letter dated June 7, 2012, CalMet offered to continue providing the City with the same level of service that it has been providing under the Agreement and the amendments to the Agreement; and

WHEREAS, the City is satisfied with CalMet's services; and

WHEREAS, on January 15, 2013, the City Council authorized staff to proceed with negotiating terms for an exclusive franchise agreement with CalMet for residential refuse and recycling services for an additional 5-year term; and

WHEREAS, on April 2, 2014, CalMet requested a rate adjustment of 2.8%;
and

WHEREAS, City staff has completed such negotiations and recommends that the City Council approve the Solid Waste Management Agreement with CalMet for residential units up to and including 4 units effective from July 1, 2014 to June 30, 2019 with a 2.8% rate increase for Fiscal Year 2014/15.

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

Section 1. The Solid Waste Management Agreement between the City of Commerce and CalMet Services, Inc., effective from July 1, 2014 to June 30, 2019, is hereby approved.

Section 2. Authorizes a 2.8% rate increase effective July 1, 2014 and a new monthly rate of \$54,328.95.

Section 3. The Mayor is authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2014.

Tina Baca Del Rio
Mayor

ATTEST:

Lena Shumway
City Clerk

SOLID WASTE MANAGEMENT AGREEMENT

between the

CITY OF COMMERCE

and

CALMET SERVICES INC.

July 1, 2014

TABLE OF CONTENTS

SECTION	PAGE
1. DEFINITIONS	4
2. SCOPE AND MANNER OF WORK	7
3. TERM OF AGREEMENT	7
4. ANNUAL CONTRACT REVIEW	7
5. EQUIPMENT	7
6. CONTAINERS	8
7. SUPERVISION	9
8. COMPLAINT PROCEDURE	10
9. FREQUENCY OF SOLID WASTE COLLECTION SERVICES	10
10. SCHEDULES AND ROUTES OF COLLECTION	10
11. COLLECTION AND OWNERSHIP OF SOLID WASTE	11
12. MANNER OF COLLECTION	11
13. BULKY ITEM COLLECTION	11
14. ROLL-OFF AND TEMPORARY BIN SERVICE	12
15. MARKETING AND SALE OF RECYCLABLE MATERIALS	12
16. HOUSEHOLD HAZARDOUS WASTE	12
17. COMPENSATION	13
18. NEWLY ADDED RESIDENTIAL UNITS	14
19. BONDS AND INSURANCE	14
20. ASSIGNMENT; SUBCONTRACTORS	16
21. CHANGE OF CONTRACTOR'S NAME	16
22. INDEPENDANT CONTRACTOR	16
23. TERMINATION CLAUSE; FORCE MAJEURE	17
24. LAWSUITS; INDEMNIFICATION	17
25. COMPLIANCE WITH ALL LAWS	17
26. NOTICES	18
27. ATTORNEY'S FEE	18
28. INTERGRATION	19
29. AMENDMENTS	19
30. WAIVER	19
31. GOVERNING LAW; VENUE	19
32. NO CONSTRUCTION OF AGREEMENT AGAINST ANY PARTY	19

Exhibit A – City Facilities

Exhibit B – Source Reduction and Recycling Compliance

SOLID WASTE MANAGEMENT AGREEMENT AND SPECIFICATIONS

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st day of July, 2014 by and between CALMET SERVICES INC., a California corporation with principal offices at 7202 Petterson Ln, Paramount, California 90723 (hereinafter, "Contractor") and the CITY OF COMMERCE, a municipal corporation (hereinafter, "City").

RECITALS

WHEREAS, City has determined that it is in the public interest to provide a regular, regulated and controlled resident and city facility solid waste collection service under contract with a qualified contractor; and

WHEREAS, Contractor has performed such collection, disposal, and recycling services for green waste and co-mingled curbside recycling for City and has demonstrated its abilities and qualifications to perform such services. However, both parties hereto have agreed that it is in their best interests to execute a new agreement that would combine the terms of the existing agreements and amendments into a single agreement that and contain new terms and specifications based upon present conditions in City.

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), established a solid waste management planning process that imposes several requirements upon cities and other local agencies designed to promote recycling as a waste management practice; and

WHEREAS, City finds that recovery of recyclable solid waste and green waste from the residential solid waste stream generated by Residential Premises and City Facilities within the City represents the best available approach in terms of meeting the requirements of AB 939; and

WHEREAS, Contractor has represents and warrants to City that Contractor has the experience, expertise, reputation, qualifications and equipment necessary to continue to provide solid waste collection services in the City; and

WHEREAS, the City Council of City finds that the public interest, health, safety and well-being of the City and its residents would best be served by continuing to engage Contractor to perform these services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, City and Contractor agree that this Agreement will supersede all other agreements, amendments and specifications for the collection of Residential Solid Waste, Recyclable Solid Waste and Green Waste entered into and executed prior to the date first above written.

IT IS FURTHER AGREED that the parties hereto undertake, promise and agree as follows:

1. DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the following meaning:

- A. "Bin or Bins" means those receptacles provided by Contractor for the deposit and collection of Residential Solid Waste from certain City Facilities and Multi-Family Units. Roll-off bodies are included in the definition of Bins.
- B. "Bin Service" means Solid Waste collection service provided to certain multi-family service recipients and City Facilities.
- C. "Bulky Items" means large and small household appliances, furniture, carpets, mattresses, oversized yard waste such as tree trunks and large branches if no longer than two feet (2') in diameter and four feet (4') in length, and similar large items discarded by residential service recipients.
- D. "Business Day" means a calendar day, excluding Saturday, Sunday and holidays.
- E. "CalRecycle" means the State of California's Department of Resources Recycling and Recovery.
- F. "City Facilities" are those public facilities as shown in the Exhibit A, which is attached hereto.
- G. "Consumer Price Index or CPI" means the basis for which rate adjustments may be requested based on All Urban Consumers in the Los Angeles-Anaheim Riverside area.
- H. "Construction and Demolition Waste" means discarded building materials, recyclable construction and demolition materials, wood, packaging, plaster, rock or brick, drywall, cement and rubble resulting from construction, remodeling, repair, and demolition operations. "Construction and Demolition Waste" does not include asbestos-containing materials or asbestos waste. Neither Construction and Demolition Waste nor asbestos-containing materials are within the scope of this Agreement.
- I. "Container" or "Containers" means those receptacles for the deposit and collection of Residential Solid Waste, Recyclable Solid Waste and Green Waste, excepting Residential Solid Waste from Multi-Family Units that are served by Bins. Contractor will provide 90-100 gallon Containers for deposit and collection of Residential Solid Waste, co-mingled recyclables and Green Waste.

J. "Contractor" means CalMet Services, Inc. a corporation organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies and subcontractors, as permitted.

K. "Diversion" means any combination of waste prevention (source reduction), recycling, reuse and composting activities that reduces waste disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of City's Diversion Rate and compliance with AB 939.

L. "Environmental Services Manager" means the official designated as such or his or her representative who shall be the administrative authority for City with regard to matters concerning Solid Waste and recycling.

M. "Electronic Waste" means types of electronic devices, machines or other devices, including, but not limited to computer monitors, televisions, cash registers and oscilloscopes (CRT devices), computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape/video players/recorders, phonographs, CD players/recorders, calculators, iPods, cell phones, microwave ovens and other items containing electronic components or plugs, and as defined by CalRecycle.

N. "Green Waste" means leaves, grass clippings, brush and branches generated from landscapes or gardens at Residential Premises, and incidental pieces of scrap lumber no longer than twenty-four inches (24"), separated from other Residential Solid Waste. "Green Waste" does not include stumps or branches exceeding four inches (4") in diameter and four feet (4') in length or yucca, palm fronds, and cactus.

O. "Hazardous Waste" means any substance, waste or mixture of wastes defined as a "Hazardous Substance" or "Hazardous Waste" pursuant to applicable federal or state laws or regulations.

P. "Material Recovery Facility" means (1) a facility licensed or permitted in accordance with the California Public Resources Code which separates secondary materials, such as mixed glass and metal containers and processes them for sale to end users; or (2) a firm that purchases and markets source-separated solid wastes and Recyclable Materials.

Q. "Recyclable" means a commodity that is sold for compensation, or given away, but that is not discarded or deposited into the Containers or Bins for Solid Waste provided by Contractor under this Agreement. A Recyclable that is discarded or deposited into such Bins or Containers loses its character as a Recyclable and becomes Solid Waste subject to this Agreement.

R. "Recyclable Solid Waste" means recyclable items that have been discarded into a Recycling Container as defined under this Agreement. "Recyclable Solid Waste" is a part of the Residential Solid Waste stream that can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939. As of the date of

execution of this Agreement, Recyclable Solid Waste includes newspapers, glass containers, aluminum/tin cans, P.E.T./HLD.P.E, plastic, cardboard/cartons, other plastics/metals, phone books, waste paper/junk mail and all other Residential Solid Waste which the City and Contractor may, from time to time, agree in writing are to be included in the definition of "Recyclable Solid Waste" for the purposes of this Agreement.

S. "Recycled" means the act of having processed Recyclable Solid Waste into a form suitable for reuse and having marketed those processed materials for a use consistent with the requirements of AB 939. The act of marketing does not require that revenue is generated from the processed materials.

T. "Refuse" means Solid Waste that is discarded by service recipients into Bins or Containers provided by Contractor for Disposal purposes. Refuse does not include Recyclable Solid Waste or Green Waste.

U. "Residential Premises" shall mean and include all single family dwelling units ("Single Family Units") and multi-family dwelling units ("Multi-Family Units") located within City having four or less dwelling units on any parcel of land. "Residential Premises" does not include hotels, motels, nursing homes, convalescent centers, other temporary lodgings, apartments with five or more units or any commercial, industrial or other premises.

V. "Residential Solid-Waste" means all types of Solid Waste, excluding any household products with the characteristics of Hazardous Waste which may be found to have been placed in the residential solid waste stream, including Green Waste and Recyclable Solid Waste, that originates from Residential Premises and City Facilities located within City.

W. "Sharps Waste" includes hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications derived from a household.

X. "Solid Waste" means all discarded putrescible and non-putrescible solid, and semisolid, including garbage, trash, refuse, paper, rubbish, ashes, Recyclable Solid Waste, Green Waste, Bulky Goods/discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid Waste" does not include: (a) hazardous waste or low-level radioactive waste as defined pursuant to applicable federal or state laws or regulations; (b) medical waste as defined pursuant to applicable federal or state laws or regulations; (c) abandoned vehicles or parts thereof; (d) Construction and Demolition Waste; or (e) asbestos-containing materials.

Y. "Solid Waste Collection Services" means the collection, transportation, recycling, composting and disposal of Solid Waste in accordance with this Agreement, City ordinances, AB 939, and other applicable state and federal law.

Z. "Universal Waste" means all waste defined by Title 22, Subsections 66273.1 through 66273 of the California Code of Regulations, which typically include batteries, fluorescent lights, and compact fluorescent bulbs.

2. SCOPE AND MANNER OF WORK

City hereby grants to Contractor, for the term set forth below (including all extensions or renewals thereof), the sole and exclusive duty, right and privilege to operate and conduct the collection and disposal of all Residential Solid Waste, which includes Recyclable Solid Waste and Green Waste, generated from Residential Premises and City Facilities within the corporate limits of City, as its boundaries are now constituted or hereafter amended, as identified in Exhibit A.

Contractor shall provide for the collection of all Residential Solid Waste, which includes Recyclable Solid Waste and Green Waste, generated from Residential Premises and City Facilities within the City. Solid Waste and Recyclable Solid Waste shall be deposited by the service recipient in Contractor-provided Containers or Bins placed at curbside or, in the case of Bins, at the designated location for collection by Contractor's automated collection vehicles on a designated collection day occurring at least once per week.

Contractor shall offer a three-container fully automated collection service for residential customers including multi-family up to and including four units where feasible.

All services provided hereunder shall be done and performed promptly in a good, thorough, workman-like, and efficient manner to the complete satisfaction of City.

3. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five years commencing July 1, 2014 through midnight June 30, 2019.

4. ANNUAL CONTRACT REVIEW

This Agreement will be reviewed annually by City and Contractor during the term of the Agreement with respect to the service and rate structure. City and the Contractor will negotiate in good faith to reach an equitable adjustment in the service and/or contract rates. If an agreement cannot be reached that is mutually satisfactory to both parties, the City Council shall decide the matter and that decision shall be final.

5. EQUIPMENT

All equipment used by Contractor to service residential customers for solid waste and recycling under this Agreement shall be alternative fuel equipment as mandated by the Southern California Air Quality Management District Rule 1193.

Contractor shall, during the term of this Agreement, maintain all motor vehicles utilized in providing the services required by this Agreement, in Good Condition. "Good Condition," for the purpose of this paragraph shall mean that:

- a. each such vehicle complies with all applicable provisions of the California Vehicle Code;
- b. if the vehicle is an open truck or a truck using a roll-off body, the load, when being transported, shall be collected by a water-tight tarpaulin, securely tied and fastened to the vehicle so as to prevent refuse from being blown or dislodged from the truck;
- c. all vehicles utilized and bins supplied shall be continuously maintained in a watertight condition;
- d. all vehicles be steam and/or water cleaned not less than once per week and all vehicles shall be painted periodically, which shall include all necessary body work so that the vehicles do not become unsightly;
- e. each vehicle shall carry a broom and a shovel which shall be used for the removal of any refuse spilled from the vehicle, and all spills of refuse occurring during the collection process to be cleaned up, and forthwith, by Contractor's employees; and
- f. City has the right to examine and inspect the Contractor's vehicle maintenance records and equipment at random for compliance with the California Vehicle Code. Within one week of the inspection, Contractor shall report to City the status of any identified repair work needed.

All vehicles and equipment used in the collection of Solid Waste, if kept within the boundaries of City, shall at all times when not in use in the collection of Solid Waste, be kept on private property in the appropriate zone and not on streets or other public right-of-ways.

Contractor shall have a backup truck available to City in the event the primary truck is unable to collect and dispose of the Solid Waste.

6. CONTAINERS

City Facilities Containers. All City Facilities Bins supplied and maintained by Contractor shall be the type, size, and number of Bins determined to best fit the needs of the respective City facility they serve.

Bins shall be metal and shall be so constructed that no liquid shall leak from said containers. Bins and roll-off bodies shall be painted Contractor's standard color and repainted as required to maintain an attractive addition to the community. All Bins and roll-off bodies shall be steam cleaned at least once monthly or more often if necessary, as determined by City.

Residential Containers. Contractor will supply each single-family Residential Premises in City with three Containers that will be owned by Contractor. A 96-gallon Container will be supplied for deposit and collection of Solid Waste (Recyclable Solid Waste and Green Waste). The Containers will be color coded per the City's specifications, with each container a different color as follows: black for solid waste, blue for co-mingled recycling, and green for greenwaste. Each Container will have a lid and wheels and a handle so that the Container may easily be tipped and rolled to the curb for collection. Each Container will be stamped with a serial number linking it to a specific residence for easy identification and tracking purposes. All Containers will be collected using automated collection vehicles.

Contractor shall be responsible for container repair, maintenance, and replacement.

Contractor shall replace any factory-flawed Containers supplied by Contractor pursuant the foregoing paragraph that are covered by the manufacturer's Container warranty agreement. Contractor shall also replace any such Containers that are damaged as a result of mishandling by Contractor. Contractor shall remove graffiti or replace Container that is marked with graffiti.

For a service recipient that might need a Container different from the size to be provided by Contractor, Contractor will provide those Containers at no additional cost provided that the service recipient justifies the need for each smaller Container replacing the standard set of 3 Containers. Additional Containers that exceed the standard set of 3 Containers shall be billed to residents directly by Contractor at a cost of \$5.00 per container.

Multi-family Residential Premises shall receive Solid Waste Collection Services utilizing either Containers or Bins, as determined on a case-by-case basis based on the individual needs of the service recipient, including residential recycling services.

Contractor shall replace all Containers upright, in the same location as the Container was placed for collection. Containers shall not be thrown from the truck or in any way broken, damaged or roughly handled. The City reserves the right to withhold compensation under this Agreement until any claim for Containers owned by the service recipient that are damaged by negligent handling by the Contractor, has been paid or adjusted with the owners thereof.

Contractor shall be responsible for promptly removing any Solid Waste that may drop from a Container or vehicle during the collection process. In the event the City is required to remove Solid Waste from any Residential Premises or City Facilities due to the fault of the Contractor, the cost of such removal as determined by the Director of Public Services shall be deducted from payment due to Contractor under this Agreement.

7. SUPERVISION

Performance of each of the provisions of this Agreement shall be under the supervision of City to see that the Solid Waste Collection Services are carried out by the Contractor as contemplated

in City Ordinances and this Agreement. Contractor shall faithfully and regularly collect and remove from the City Solid Waste in accordance with these specifications. The work shall be done in a prompt, thorough, lawful, and workmanlike manner to the satisfaction of City. Should the Contractor fail to provide Solid Waste Collection Services as required by this Agreement, City may collect the same and dispose thereof and Contractor shall be liable for the expense incurred. In addition to any other lawful means of effecting reimbursement from Contractor, such expense may be deducted by City from the money due or which may become due to Contractor.

8. COMPLAINT PROCEDURE

Contractor shall be obligated to take all steps reasonably necessary and required to satisfy customer service complaints. Contractor shall maintain a complaint monitoring system, in a form approved by the City Director of Public Works and Development Services. Where a particular complaint cannot be amicably resolved, the matter shall be referred by Contractor or by the customer to the Director. The Director or his/her designee shall take such steps as may be necessary to conduct an adequate investigation of the circumstances surrounding such complaint and resolve the dispute. The Director's decision may be appealed to the City Administrator. The City Administrator, upon receipt of a written request for the resolution of such a dispute between Contractor and the Director, shall review all relevant written material submitted by the Contractor and the Director, and based thereon, the City Administrator shall resolve the dispute. The City Administrator shall promptly serve a copy of his/her written determination on the Contractor and the Director. The City Administrator's determination may be appealed to the City Council. Contractor may pursue any legal remedies it may have regarding such matters in a court of law, after completion of the Complaint Procedure set forth this section.

9. FREQUENCY OF SOLID WASTE COLLECTION SERVICES

Contractor shall collect all Solid Waste generated from Residential Premises at least once each week, unless prevented from doing so by a Force Majeure event as described in Section 23 of this Agreement. Contractor shall collect all Recyclable Solid Waste and Green Waste on the same day of the week as Solid Waste collection service is provided. City Facilities collection shall be as indicated in Exhibit A.

Incidental or occasional additional collection service to a Residential Premise can be scheduled by the service recipient calling Contractor.

10. SCHEDULES AND ROUTES OF COLLECTION

Contractor is not required to collect Solid Waste on Sundays, on holidays celebrated by the City or established by a labor agreement between Contractor and its employees. The collections for each such holiday shall be made within the day after such holiday, moving the remaining schedule for the week one day later than the normal pick-up day except that there shall be no collection on Sundays in any event.

Contractor shall not collect Solid Waste from any Residential Premises before 6:00 a.m. or after 6:00 p.m. without written permission from the Director of Public Works and Development Services.

Contractor for each given day shall maintain such schedules and routes of collection as are mutually acceptable to Contractor and the Director of Public Works and Development Services.

11. COLLECTION AND OWNERSHIP OF SOLID WASTE

A. Solid Waste Collection Service from Residential Premises shall normally be made from the curb along the street or easement in front, or the alley or easement in the rear, of each Residential Premises. Where paved alleys having safe and convenient access to streets exist in the rear of Residential Premises, collections shall be made from such alleys. Contractor may agree with anyone in control of any property for the collection at a location other than as specified above, but shall also notify the Director of Public Services in writing of such agreement.

B. Solid Waste which is properly set out for collection at a Residential Premises or City Facilities on the regularly scheduled collection day shall belong to the Contractor from the time it is set out for collection.

C. Contractor or its agents shall not be required, under any circumstance, to enter upon private property for the purpose of collecting Solid Waste.

12. MANNER OF COLLECTION

Contractor shall furnish all labor, material and equipment necessary to collect, and shall collect all Solid Waste generated from Residential Premises and City Facilities within the present and future limits of City in accordance with the terms of this Agreement. City will require all such Solid Waste capable of being placed in a Container to be placed therein, except that brush, tree trimmings, logs and wood products need not be placed in a Green Waste Container if cut to four feet (4') or less in length and to sixteen inches (16") or less in width, depth or diameter and securely tied with cord or wire, and placed by said Container.

Contractor shall not be obligated and may refuse to collect Recyclable Solid Waste from a recycling Container issued or belonging to any service recipient who, after three written notices, fails to segregate other Solid Waste from recyclables placed in the recycling Container, or otherwise misuses same.

13. BULKY ITEM COLLECTION

A. Contractor shall provide bulky item collection service to all residential customers as assigned by this Agreement. Contractor may instruct customers to call to schedule a collection and provide Contractor with a minimum 24 hours' notice. Collection shall take place on the customer's regularly scheduled trash collection day.

Contractor shall collect all bulky items including electronic waste. Hazardous waste such as paint, waste oil or anti-freeze will not be collected. Contractor shall offer residents free sharps containers, which residents must dispose of themselves at a designated site for such waste such as a pharmacy, a permanent household hazardous waste site or a Los Angeles County household hazardous waste mobile event.

B. Contractor shall deliver and collect bins and roll-off boxes as necessary to City-designated locations for two (2) Citywide Neighborhood Clean-Up Events per calendar year and dispose of items collected at no additional charge.

C. Contractor will provide Solid Waste Collection Services at the City Facilities identified in Exhibit A at no charge. The facilities identified in Exhibit A may be amended from time to time by mutual written agreement of the parties.

D. Included in the rates set forth in this Agreement, Contractor will provide residents and community groups within City with special event and charitable event recycling containers, collection services as well as bulky item collection, and Holiday tree recycling.

14. ROLL-OFF AND TEMPORARY BIN SERVICE

Roll-off and temporary bin service for residential construction and demolition projects are not included in this Agreement. Residents are free to select from among the licensed commercial haulers operating in City.

15. MARKETING AND SALE OF RECYCLABLE MATERIALS

Contractor shall be responsible for the marketing and sales of all recyclable materials collected from residential premises serviced under this Agreement. Contractor may retain revenue from the sale of such recyclable materials to help offset the collection and processing of the program. Contractor agrees to register with the State of California for the individual commingled rate refund program.

16. HOUSEHOLD HAZARDOUS WASTE

Contractor shall not collect, transport to a disposal site, cause or suffer to be transported to a disposal site, or in any way process Household Hazardous Waste (HHW) pursuant to this Agreement. Contractor's employees working the collection routes in the City shall be trained to recognize HHW and shall not pick up Solid Waste Containers when HHW is discovered in said Containers. Contractor's employees shall affix a written notice, on a form approved by City, on any Container containing HHW.

The operator of Contractor's Materials Recovery Facility shall prepare and implement a Hazardous Waste Load-Check Program to detect and separate HHW from other Solid Waste and to ensure its legal and proper handling, storage, transportation and disposal, in the event that HHW

materials are inadvertently collected and transported to Contractor's Materials Recovery Facility. Contractor shall report to City the amounts collected and how they were disposed of. For purposes of this Agreement, and the preparation of any hazardous waste manifests, Contractor agrees that it, and not City, shall be regarded for all purposes as the owner of any HHW inadvertently collected by Contractor.

17. COMPENSATION

- A. Rate. City will pay Contractor monthly for work and services rendered in accordance with the City-approved rate schedule for approximately 2,655 residential units serviced at a total monthly rate of \$54,328.95, except for planned communities such as Vista Del Rio where Contractor bills residents and/or homeowners' associations directly for payment of services rendered.
- B. Rate Adjustment. Contractor may request a rate adjustment review annually in writing prior to April 15th for the period commencing the following July 1st. City will consider the request and complete the process by June 1st, provided all required information has been submitted. Rates may be adjusted annually per the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area for the previous 12-month period ending March 1st of each year for which information is received by the U.S. Department of Labor in the manner described above. An adjustment pursuant to this section shall not exceed five percent (5%) per year. Any adjustment shall not be effective unless approved by the City Council.
- C. Tipping Fee Adjustment. Contractor may request an adjustment to the solid waste rate structure based upon an increase in tipping fees in the manner prescribed above. Any such increase shall be applied only to that portion of the rates that which comprise tipping fees. Such rate adjustment for tipping fee increases shall not be requested if the overall effect of the increase in tipping fees is less than one percent of Contractor's rate for any year. Contractor shall make an adjustment upon the most recent tip fee increase.
- D. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, demand or accept, either directly or indirectly, any compensation or gratuity from any public or private source for the collection of Solid Waste or for the performance of any aspect of this Agreement.
- E. Beverage Container Recycling Fund. Contractor shall retain all revenue obtained from the Beverage Container Recycling Fund, as administered by CalRecycle to help offset the collection and processing costs of the City Recycling Program.
- F. When requested by City, Contractor shall submit to City the most recent audited annual financial statement and year-to-date financial statement pertaining to its City residential operations, including annual gross receipts. The City reserves the right to conduct a full financial audit of this Agreement by an auditor selected by City.

18. NEWLY ADDED RESIDENTIAL UNITS

Contractor shall provide full Solid Waste Collection and recycling Service under this Agreement in newly constructed residential areas in City and, to the extent permitted by law, residential areas annexed to City as soon as such service is required. The per unit compensation, if any, in existence at the time of completion of the final unit or annexation, as the case may be, will be the initial charge to City for services to Residential Premises in such expansion areas pursuant to this Agreement.

19. BONDS AND INSURANCE

A Contractor shall obtain and maintain in full force and effect throughout the entire term of this Agreement a Broad Form Comprehensive General Liability and Automobile Liability Insurance (occurrence) policy. Said insurance shall protect Contractor and City from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operations performed pursuant to this Agreement, whether such operations be by Contractor itself; or by its agents, employees and/or subcontractors as follows:

Bodily Injury Liability - Auto

\$5,000,000 each person

\$5,000,000 each occurrence

Bodily Injury Liability - Other than Auto

\$5,000,000 each person

\$5,000,000 each occurrence

\$5,000,000 aggregate products

Property Damage Liability - Auto

\$5,000,000 each occurrence

\$5,000,000 aggregate operations

\$5,000,000 aggregate protection

\$5,000,000 aggregate contractual

\$5000,000 aggregate products

B. Contractor shall obtain and maintain in full force and effect throughout the entire term of this Agreement full workers' compensation insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the City Clerk throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. The policy shall also be amended to waive all rights of subrogation against City, its elected or appointed officials, employees, or agents for losses which arise from work performed by the named insured for City.

C. Contractor shall advise City of any damage to real property that occurs in the performance of this Agreement

D. Copies of the policies or endorsements evidencing the above required insurance coverage shall be filed with the City Clerk. The following language is required to be made a part of all of the insurance policies required by this Agreement:

1. "The City of Commerce, its employees, agents, franchisees, officers and officeholders are hereby added as insureds as respects liability arising out of activities performed by or on behalf of CalMet Services Inc.

2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute to it."

3. "This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

Contractor shall provide thirty (30) days prior written notice by certified mail, return receipt requested to the City in the event of suspension, cancellation, reduction in coverage or in limits or non-renewal of this policy or whatever reason. Such notice shall be sent to the City Administrator, City Attorney and City Clerk.

E. The insurance required by this Agreement shall be with insurers which are Best AV rated, and which are California admitted. The limits of such insurance coverage, and companies, shall be subject to review and approval by the City Administrator every year and may be increased at that time and match the coverage provided by the City's own liability insurance policy. The City shall be included as a named insured on each of the policies, or policy endorsements.

F. City and Contractor agree to meet annually in the second calendar quarter of each year to discuss ways to reduce their respective potential liabilities to third parties.

G. City shall not, nor shall any officer, officeholder or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring in the performance of the work to be performed pursuant to this Agreement. Contractor shall protect, defend, indemnify and hold harmless City and its officers, officeholders and employees in the event of any and all liability arising therefrom.

H. Contractor shall have City named as additional insured on all liability insurance policies required by this Section XIV, at no expense to City. The copies of the insurance policies submitted by Contractor shall evidence compliance with this requirement.

I. The Contractor shall file with the City a faithful performance bond, or cash of its equivalent, in the amount of \$100,000, to be in a form acceptable to the City Attorney, to insure the Contractor's performance of this Agreement; such security shall be conditioned upon the faithful performance of this Agreement. If a surety bond is used as security it shall provide for cancellation by the surety upon not less than 30 days prior written notice delivered to the City, except that such cancellation shall not release the surety from any liability accruing as the result of a default by the Contractor prior to the effective date of cancellation of the bond.

J. In the event of cancellation of a bond, the Contractor shall replace the bond with acceptable security prior to the effective date of such cancellation.

K. In the event that at any time during the period of this Agreement Contractor does not have on file with the City an effective faithful performance bond or acceptable equivalent, the City Finance Director shall withhold all payments due to Contractor for services rendered under the terms of this Agreement until such a faithful performance bond or equivalent is furnished as required. Such failure shall also be deemed to be a breach of this Agreement pursuant to the provisions of Section 23 hereof.

20. ASSIGNMENT; SUBCONTRACTORS

This Agreement shall not be assigned or transferred without the written consent of City nor shall any subcontractor be recognized or dealt with by City as any of the persons chargeable with the enforcement of this Agreement. In the event that City authorizes a subcontractor to perform any of the services herein, Contractor shall at all times be personally responsible for the performance of the conditions of the Agreement.

21. CHANGE OF CONTRACTOR'S NAME

City hereby acknowledges that Contractor will continue using the trade name CalMet Services Inc. Contractor represents and warrants to City that any potential future name change is simply a change of name and does not indicate an assignment, transfer or subcontracting of this Agreement. Contractor agrees to give City prompt written notice in the event that the change is implemented and to comply with City's business license policies and procedures.

22. INDEPENDANT CONTRACTOR

Contractor's relationship to City hereunder shall be that of an independent contractor and it is specifically agreed that the Contractor shall not, for any purpose, be deemed an employee of City. Contractor shall not act nor be deemed an agent, employee, officer or legal representative of 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 City. Contractor has no authority to assume or create any commitment or obligations on behalf of City or bind City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between City and Contractor.

23. TERMINATION CLAUSE; FORCE MAJEURE

The breach of any of the terms and/or conditions of this Agreement on the part of Contractor shall be grounds for cancellation by City. Upon first giving Contractor thirty (30) days- notice in writing that the services of Contractor are not satisfactory, City shall cause the Department of Public Works and Development Services to make a report of the services of Contractor in writing to City Council. Prior to the effective date of such termination, Contractor may appear before the City Council and state its position concerning its services and any report thereof made to the City Council. Upon such termination, City shall be at liberty to relet the work required by this Agreement to other parties or to undertake directly the performance of said work. In either case, Contractor and his surety shall be liable for any excess cost occasioned to City over and above that which would have been due and payable to Contractor under the terms of this Agreement; provided, however, that the surety upon any faithful performance bond shall not be liable for more than the total amount of liability assumed under that bond. Termination of this Agreement as herein provided shall not terminate, suspend or affect the liability of Contractor or the surety upon the bond.

Failure to comply with the terms of these specifications relative to the solid waste management services rendered pursuant to this Agreement on the part of Contractor by reason of major disaster, epidemic or other great emergency within City, shall not constitute a breach of the Agreement; provided, however, that in no event shall mere difficulty, inconvenience, or expense to Contractor be construed as beyond the ability of Contractor to perform.

24. LAWSUITS: INDEMNIFICATION

Contractor shall indemnify and hold City and its officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses 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 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 City or its respective officials, officers, employees or agents. Upon demand, Contractor shall promptly provide a defense, with an attorney approved by City, 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.

25. COMPLIANCE WITH ALL LAWS

A Contractor agrees to conform to and abide by all of the rules, regulations and Ordinances of the City governing the solid waste management services rendered hereunder.

B. Contractor agrees to conform to and abide by all the valid rules, regulations and Ordinances of any City through or to which Solid Waste may be hauled, or disposed of, governing the collection hauling and disposal of said Solid Waste.

C. Contractor agrees, when Solid Waste is hauled to or through the unincorporated territory of any county, to conform to and abide by all the rules, regulations and Ordinances of any county jurisdiction managing the collection, hauling and disposal of said Solid Waste.

D. Contractor agrees to abide by all the laws of the State of California governing the collection, hauling, processing, and recovery or disposal of Solid Waste.

E. Contractor shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor.

26. NOTICES

All notices required or contemplated by this Agreement shall be personally served, sent by electronic mail or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To City:

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

To Contractor:

CalMet Services Inc.
7202 Petterson Ln.
Paramount, CA 90723
Attn: Bill Kalpakoff, General Manager

or to such other address as the parties may designate in writing.

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. ATTORNEY'S FEES

In the event of any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to an award of attorney's fees and costs in such reasonable amount as may be fixed by the court.

28. INTEGRATION

This Agreement supercedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, whether oral or written, between the parties, and none shall be used to interpret this Agreement.

29. AMENDMENTS

City and Contractor may amend this Agreement by a written instrument executed by a duly authorized officer of each party

30. WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

31. GOVERNING LAW; VENUE

This Agreement is entered into and is to be performed in the State of California. City and Contractor agree that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

32. 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.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this Agreement to be executed by the day and year first above written.

CITY OF COMMERCE

By. _____
Tina Baca Del Rio, Mayor

CALMET SERVICES INC.

By: 
Bill Kalpakoff, General Manager

ATTEST:

Lena Shumway,
City Clerk

APPROVED AS TO FORM:

Eduardo Olivo,
City Attorney

Exhibit A
to
Solid Waste Management Agreement
Between the
City of Commerce and CalMet Services Inc.

City Facilities

Facility Name	Facility Address
Bandini Park	4725 Astor
Teen Center	5107 Astor
Library	2269 Atlantic 6971 Bandini
Rosewood Park	2433 Commerce Way
City Hall	2535 Commerce Way
City Hall-Recycle	2535 Commerce Way
Senior Center	2555 Commerce Way
Greenwood Library	6134 Greenwood
North Annex	5550 Harbor
North Annex – Recycle	5550 Harbor
Library	5555 Jillson
Transportation	5555 Jillson
Central Receiving	5625 Jillson
Central Receiving	5625 Jillson
Central Receiving - Recycle	5625 Jillson
Bristow Park	1466 McDonnell
Veterans Park	6364 Zindell

Exhibit B

Scope of Work for Source Reduction and Recycling Compliance

Overview

Contractor shall furnish all labor, supervision, material, permits, licenses, insurance, capital and equipment necessary to provide recycling services for greenwaste and co-mingled curbside recycling and automated collection once per week from all residential units up to and including 4 units. Collection shall be on the same day as refuse collection, but not necessarily at the same time of day as refuse collection.

Responsibility for Meeting Regulatory Compliance

Contractor shall assist the City in meeting its goals contained within the City's Source Reduction and Recycling Element (SRRE) and AB 939 as amended by SB 1016 (9/26/08) for the residential segment served by Contractor. These responsibilities include the monitoring of recycling levels of residents, public education efforts intended to increase and maintain source reduction and recycling activities, and reporting to the City diversion amounts of all residential recycling programs on a monthly basis.

Contractor shall recycle and/or divert from landfill sufficient waste to ensure that the City meets current California recycling requirements. Diversion includes recycling, transformation, and other forms of converting solid waste into energy to the extent that such diversion is accepted by the State toward meeting the City's diversion goal under AB 939 and its amendments. Contractor shall only be considered to have met this requirement under this Agreement if the City's annual report to CalRecycle shows a greater than 50% diversion rate and if CalRecycle approves the City's reports with a greater than 50% diversion rate.

During the term of this Agreement, should CalRecycle increase the minimum diversion requirements, Contractor agrees to meet and or surpass the minimum diversion requirements set by CalRecycle. Liquidated damages shall be assessed for failure to meet these goals.

Recycling Reporting System

Contractor shall establish a standard accounting system and forms to submit monthly diversion reports to the City. The City will approve the format of such reports prior to implementation. The reports shall include tons of recyclable materials collected per month reported by material type, set out rate, and disposition of the recyclable materials.

Public Education

Contractor shall provide information to its customers on the City's residential recycling programs and refuse services in a bi-annual publication provided to residents. The intent of the publications are to promote source reduction, recycling and green practices at home and to advise customers of programs and services provided to them to meet California recycling goals and City green practices. All educational material regarding the City's Recycling Program shall be subject to City approval. A copy of each publication shall be emailed to the City in advance of providing the residents with the publication.

Recyclable Materials

Contractor shall collect all recyclable materials including metal, plastics, paper, greenwaste, and e-waste as deemed recyclable by CalRecycle.

Recycling at City Facilities

Contractor shall provide recycling services and containers for recycling at City facilities as listed in Exhibit A.

Christmas Tree Recycling

Contractor shall provide Christmas tree recycling services as part of the residential curbside recycling program.

City-Sponsored Events

Contractor shall provide Solid Waste and Recycling Collection and Disposal services for City-sponsored events at no additional cost to the City. This shall include providing containers (bins, roll-off boxes, and/or automated containers clearly labeled for waste or recycling and cardboard waste boxes with liners).

Customer Service

Contractor shall train its customer service representatives to provide City-specific recycling program and refuse service information.



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **15**

FROM: City Administrator

SUBJECT: At the request of Councilmember Altamirano, Presentation by IBEW-NECA regarding Net Zero Plus Project

MEETING DATE: June 17, 2014

RECOMMENDATION:

Receive and File.

ANALYSIS:

This presentation regarding Net Zero Plus facility was placed on the agenda per Councilmember Altamirano's request.

The International Brotherhood of Electrical Workers, and the National Electrical Contractors Association (IBEW-NECA), are performing a remodel and expansion of (ETI) Electrical Training Institute that will include all new legislative, performance and innovations in the Electrical Industry to establish a Net Zero Plus facility. The new build out will reduce energy and produce and store energy to achieve a zero monthly utility bill. It will also provide a contingency that, using the latest technological advances, critical power will remain on and our facility operational during a natural disaster. It can also serve as a relief center for the city. After completion of this momentous undertaking, this will be the largest private Net Zero facility in North America.

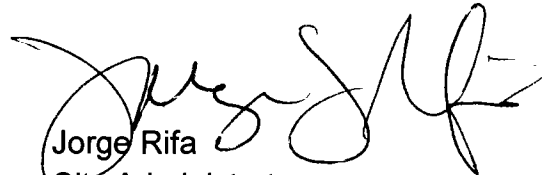
FISCAL IMPACT:

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.

Respectfully submitted,




Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

Item No. **16A**

TO: Honorable City Council

FROM: City Administrator

SUBJECT: MEASURE AA ADVISORY COMMITTEE RECOMMENDATIONS

MEETING DATE: June 17, 2014

RECOMMENDATION:

The **City Council** will consider for approval and authorize the recommendations provided by the Measure AA Advisory Committee.

ANALYSIS:

As part of a concerted effort to promote the Measure AA program (and utilize the accumulated funds to address deficiencies throughout the city, several departments are suggesting the following projects be included in the Measure AA Early Action program, which would allow the City to undertake the most urgent work while systematically prioritizing and funding other City projects. The Early Action Program included the type of projects that are:

- Important to Health and Safety of our residents
- Provide an economic value in being advanced, or
- Provide a basis for prioritization of other projects

The following items were approved by the Measure AA Advisory Committee on June 9, 2014:

Public Works & Development Services

- **\$135,000** to be allocated for a Pavement Management Program (PMP) study
- **\$125,000** for the engineering design of Eastern Blvd. pavement rehabilitation.
- **\$200,000** for rehabilitation and ADA improvement of Senior Center sidewalk and plaza area.

Parks & Recreation

- **\$250,000** to replace the HVAC at the Senior Center
- **\$175,000** to repair and resurface the City's Basketball Courts (the City Council approved \$50,000 for this project on March 4, 2014, therefore, the amount being requested at this time is **\$125,000**)

Library Services

- **\$150,000** allocated towards the Central Library Façade Improvement Project (this allocation would match an original General Fund allocation approved by the City Council during FY 2013-14). The Measure AA Committee determined that they would increase the project match as needed up to an additional **\$450,000** to augment the General Fund investment of **\$150,000**.

As of June 9, 2014, the City Council approved the following Measure AA expenditures, as recommended by the Measure AA Advisory Committee:

Public Works & Development Services

- **\$1,850,000** allocated for the Slauson Avenue Sidewalk Improvement and Tree Reforestation Project **(A)**
- **\$25,000** for the initial (Geotechnical) study of Eastern Blvd. pavement rehabilitation **(A)**

Community Services

- \$60,000 allocated for 1 Animal Control Truck **(A)**
- \$6,400 allocated for 4 Satellite Phones **(A)**
- \$2,000 allocated for 2 Portable Sheriff's Radios **(A)**

ALTERNATIVES:

1. Provide staff with further direction


FISCAL IMPACT:

As of June 9, 2014, the City has recognized **\$6,179,446** in sales tax revenue for the purposes of addressing the city's infrastructure deficiencies. To date, the City Council has approved **\$2,193,400** for the items footnoted above (A). If the City Council approves the June 9th Committee recommendation amounting in an additional **\$835,000** of Measure AA funds, these funds would need to be appropriated in Fund 41.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

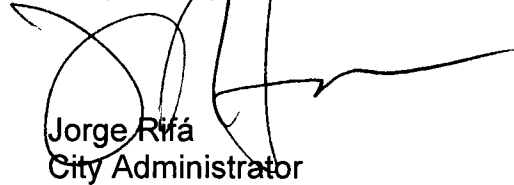
This item is not applicable to a specific 2012 Strategic objective. However, it is related to the City's strategic goal to: *Improve and maintain infrastructure and beautify our community.*

Prepared by:



Fernando Mendoza
Deputy City Administrator

Respectfully submitted,



Jorge Rifá
City Administrator

Reviewed by:

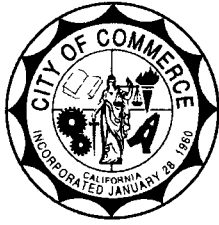


Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Measure AA Reporting Requirements

MEETING DATE: June 17, 2014

Item No. **16B**

RECOMMENDATION:

Receive and file and make appropriate action as deemed necessary regarding Measure AA reporting requirements.

ANALYSIS:

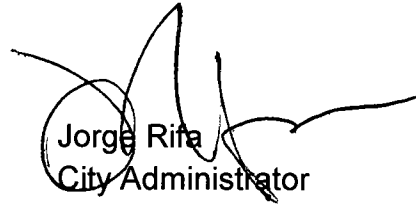
The attached financial status report for the Measure AA fund details the current revenue to date as of May 12, 2014 and breaks down the allocation of this revenue per resolution No. 13-41. The report also details the projects that have been approved to date and items that have been recommended by the Measure AA Advisory Committee but still require approval by City Council for the upcoming 2014-15 fiscal year as set out by Resolution 13-41, Section 3(b). The following is a list of items that have been approved by both the City Council and the Committee, which will be implemented during the upcoming fiscal year:

- Slauson Avenue Sidewalk Improvements
- Eastern Avenue Resurfacing Project
- Outdoor Basketball Courts Resurfacing

This report is a placeholder to establish that the Measure AA Advisory Committee has met the requirements of Resolution #2013-41 for the Fiscal Year 2014/2015 budget, Section 3(b), which states "The committee shall make recommendation to the City Council for use of the Measure AA sales tax revenues. Such recommendation shall be completed and presented to the City council in time for the council's consideration as part of each annual City budget process.

The Report also reflects the recommended projects allocations as of July 9, 2014.

Respectfully submitted,




Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



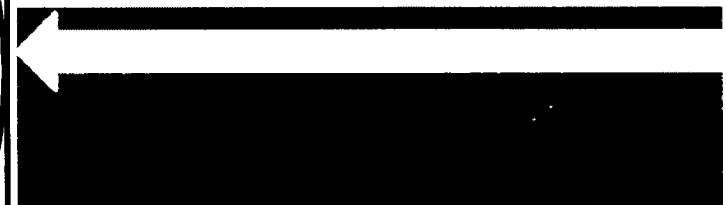
Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Measure AA Status Matrix updated with projects recommended at the June 9, 2014 Measure AA Advisory committee meeting.
2. Measure AA Advisory Committee Staff Report dated June 9, 2014

**CITY OF COMMERCE -- MEASURE 'AA' STATUS MATRIX
FY 2013-14**

REVENUE TO DATE (As of June 9,2014)		\$ 6,197,446
A One-time Infrastructure Projects / Capital Items	70%	\$ 4,338,212
B Reserves	10%	\$ 619,745
C Economic Development Activities / Projects	10%	\$ 619,745
D Staff Administrative Costs	5%	\$ 309,872
E City Beautification Activities / Projects	2.5%	\$ 154,936
F Public Safety Activities / Projects	2.5%	\$ 154,936



A AVAILABLE FOR INFRASTRUCTURE PROJECTS/CAPITAL ITEMS	\$ 4,338,212
Slauson Ave Sidewalk Improv & Tree Reforestation Project	\$ 1,850,000
Slauson Ave Walkway Construction -- Gage Ave to I-5	\$ 200,000
Eastern Ave Resurfacing Project -- Initial (Geotechnical) Study	\$ 25,000
Eastern Ave Resurfacing Project -- Engineering Design	\$ 125,000
Repair and Resurfacing of 8 Outdoor Basketball Courts	\$ 175,000
Citywide Pavement Management Plan	\$ 135,000
Central Library Façade Improvement Project	\$ 150,000

DATE APPROVED	
Committee	City Council
Jan 13, 2014	Feb 4, 2014
Jan 13, 2014	Feb 4, 2014
Feb 3, 2014	
June 9, 2014	
June 9, 2014	
June 9, 2014	
June 9, 2014	

STATUS
Award of Contract to perform an Environmental Assessment will be brought before Council on June 17th
"
\$50,000 was originally on March 4, 2014. Subsequent evaluation of the courts warrants repair work, thus the additional funding request

Senior Center HVAC Unit Replacement
 Rehabilitation & ADA Improvement Project

TOTAL -- APPROVED ITEMS

AVAILABLE BALANCE

\$ 250,000
\$ 200,000
\$ 3,110,000
\$ 1,228,212

DATE APPROVED
Committee City Council

June 9, 2014
 June 9, 2014

STATUS

F AVAILABLE FOR PUBLIC SAFETY ACTIVITIES / PROJECTS	\$ 154,936
2 Sheriff's Portable Radios	\$ 2,000
4 Satellite Phones	\$ 6,400
Animal Control Truck	\$ 60,000
TOTAL -- APPROVED ITEMS	\$ 68,400
AVAILABLE BALANCE	\$ 86,536

DATE APPROVED
Committee City Council

Dec 16, 2013 June 3, 2014
 Dec 16, 2013 June 3, 2014
 Dec 16, 2013 June 3, 2014

STATUS



**CITY OF COMMERCE
MEASURE AA ADVISORY COMMITTEE
STAFF REPORT**

TO: Measure AA Advisory Committee
FROM: City Administrator
SUBJECT: Financial Status
MEETING DATE: June 9, 2015


ANALYSIS:

The attached financial status report for the Measure AA fund details the current revenue to date as of May 12, 2014 and breaks down the allocation of this revenue per resolution No. 13-41. The report also details the projects that have been approved to date and items that have been recommended by the Measure AA Advisory Committee but still require approval by City Council for the upcoming 2014-15 fiscal year as set out by Resolution 13-41, Section 3(b). The following is a list of items that have been approved by both the City Council and the Committee, which will be implemented during the upcoming fiscal year:

- Slauson Avenue Sidewalk Improvements
- Eastern Avenue Resurfacing Project
- Outdoor Basketball Courts Resurfacing

Staff will be returning to the Measure AA Advisory Committee with specific projects and items in the future.

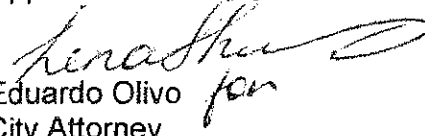
Recommended by:


Vilko Domic
Director of Finance

Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to form:


Eduardo Olivo
City Attorney

ATTACHMENTS:

1. City of Commerce – Measure AA Status Matrix

**CITY OF COMMERCE -- MEASURE 'AA' STATUS MATRIX
FY 2013-14**

5/12/2014

REVENUE TO DATE (As of May 12,2014)		\$ 5,361,046
<u>Allocation Per Resolution No. 13-41</u>		
A One-time Infrastructure Projects / Capital Items	70%	\$ 3,752,732
B Reserves	10%	\$ 536,105
C Economic Development Activities / Projects	10%	\$ 536,105
D Staff Administrative Costs	5%	\$ 268,052
E City Beautification Activities / Projects	2.5%	\$ 134,026
F Public Safety Activities / Projects	2.5%	\$ 134,026

A AVAILABLE FOR INFRASTRUCTURE PROJECTS/CAPITAL ITEMS	\$ 3,752,732
Slauson Ave Sidewalk Improv & Tree Reforestation Project	\$ 1,850,000
Slauson Ave Walkway Construction -- Gage Ave to I-5	\$ 200,000
Eastern Ave Resurfacing Project -- Initial (Geotechnical) Study	\$ 25,000
Resurfacing of 8 Outdoor Basketball Courts	\$ 50,000
TOTAL -- APPROVED ITEMS	\$ 2,125,000
AVAILABLE BALANCE	\$ 1,627,732

DATE APPROVED		STATUS
Committee	City Council	
		Award of Contract to perform an Environmental Assessment will be brought before Council on June 3rd
Jan 13, 2014	Feb 4, 2014	
Jan 13, 2014	Feb 4, 2014	"
		The study has been completed. The project is currently in the design phase and will be brought back to the committee for a funding allocation
Feb 3, 2014		
Feb 3, 2014	Mar 4, 2014	The RFP is being finalized

F AVAILABLE FOR PUBLIC SAFETY ACTIVITIES / PROJECTS	\$ 134,026
2 Sheriff's Portable Radios	\$ 2,000
4 Satellite Phones	\$ 6,400
Animal Control Truck	\$ 60,000
TOTAL -- APPROVED ITEMS	\$ 68,400
AVAILABLE BALANCE	

DATE APPROVED		STATUS
Committee	City Council	
Dec 16, 2013		Item will be brought before Council in June
Dec 16, 2013		Item will be brought before Council in June
Dec 16, 2013		Item will be brought before Council in June



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council
FROM: City Administrator
SUBJECT: REVISIONS TO CIVIC ORGANIZATION CRITERIA
MEETING DATE: JUNE 17, 2014

Item No. **17**

RECOMMENDATION:

Council will consider recommended changes to the criteria for civic organization status and provide direction to staff.

ANALYSIS/BACKGROUND

Since the 1960s, the Parks and Recreation Department has administered a program to recognize local groups as civic or service organizations, with the purpose of supporting community groups, nonprofit organizations, and clubs that serve Commerce residents. Organizations that meet specific criteria are entitled to privileges bestowed upon them by the City. At its meeting of 1-21-14, Council eliminated the "service organization" category.

Currently, there are 18 civic organizations that include:

- Asamblea Un Nuevo Comienzo
- Auld Lang Syne Club
- Boy Scouts-Troop #473
- Commerce Aquatic Booster Club
- Commerce Evening Lions Club
- Commerce Garden Club
- Commerce Senior Citizens Club
- Commerce Sister City Association
- Commerce Social Club
- Divina Misericordia
- Model City Democratic Club
- New Life Family Church
- St. Marcellinus Altar Society
- St. Marcellinus Holy Name Society
- Sociedad De San Vicente De Paul
- Society of Our Lady of Guadalupe
- United Family of Bristow
- Woman's Club of Rosewood Park

The Parks and Recreation Department would like to add clarifying verbiage to the criteria for civic organizations and recommends the following changes: (changes are italicized):

- A. Civic organizations must be physically located in the City of Commerce.

1. **(NEW)** *Nonprofit organizations such as charities, foundations, advocacy groups, professional trade associations and any organization that provides direct services must be physically located in the City of Commerce. Residential addresses or post office boxes will not be accepted.*
 2. **(NEW)** *Neighborhood and social clubs, local chapters of national service organizations, senior clubs, and scouting organizations are not required to provide a physical address.*
- B. Civic Organizations must demonstrate a minimum of 51% residents in membership and all officers must be residents. **(NEW)** *A photo copy of board members' Resident Activity Cards, California Driver's License or California identification must be provided with the application packet to verify residency. The Parks and Recreation Department reserves the right to require similar documentation for all organization members, for the purpose of verifying eligibility.*
- C. Each organization must submit the required paperwork, which includes, 1) a current registration form, 2) current bylaws, and 3) a complete roster of all members.
- D. New organizations that are approved by the City Council are placed on probationary status for a period of 12-months, during which time they are required to provide quarterly reports to the Department of Parks and Recreation.

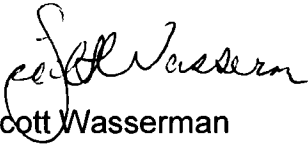
The benefits of being a recognized civic organization are as follows:

- A. Transportation- Civic organizations may use one bus per year, with a maximum mileage per trip of 220 miles (\$600 value).
- B. Printing – The city will assist in printing membership books, with exceptional costs charged to the organization.
- C. Use of Facilities- organizations may reserve meeting rooms, ball fields, picnic areas, and other park amenities free of charge, on a first come, first served basis. **(NEW)** *The Parks and Recreation Department reserves the right to limit facility reservations from civic organizations if they place an undue expense or burden on the department or if they negatively impact the community.*

FISCAL IMPACT: This activity can be carried out without any fiscal impact to the department budget.

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

Recommended by:



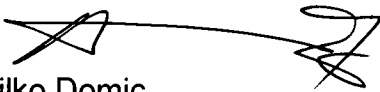
Scott Wasserman
Director of Parks & Recreation

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **18**

FROM: City Administrator

SUBJECT: Rescheduling Of September 16, 2014 City Council Meeting

MEETING DATE: June 17, 2014

RECOMMENDATION:

Make the appropriate change in date to reschedule the September 16, 2014 Council Meeting.

ANALYSIS:


In September 13 – 17, 2014, along with the Deputy City Administrator, I will be traveling to Charlotte, North Carolina for the Annual International City/County Management Association Conference. This is the 100th anniversary of the association.

Due to the scheduled travel date conflict, I am recommending that the City Council consider rescheduling the regularly scheduled city council meeting from Tuesday, September 16, 2014 to Tuesday, September 23, 2014.

RELATIONSHIP TO STRATEGIC GOALS:

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

Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to form:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **19**

FROM: City Administrator

SUBJECT: A Request of the City Council to Appoint Two Members to Sit on the Finance and Budget Oversight Committee Established as Part of the Financial Policies Adopted on June 2, 2009

MEETING DATE: June ~~17~~, 2014

RECOMMENDATION:

Financial Policy #10 speaks specifically to the establishment of a Finance and Budget Oversight Committee and the responsibilities thereof. It is recommended that the City Council appoint two members to sit on the committee. The attached Council Resolution establishes the Council Committee and provides for its annual appointment by the Mayor with the consent of the Council.

BACKGROUND/ANALYSIS:

On June 2, 2009, the City Council adopted ten financial policies with the premise that they would serve as a foundation in making future resource allocation decisions. The adoption of financial policies should be particularly helpful as the Council and staff attempt to develop a plan for protecting the City's current revenue base (keeping the City's financial integrity intact), protecting an appropriate level of services to the community, and protecting the workforce that provide those services.

Inclusive of that policy was the creation of a two person Finance and Budget Oversight Committee to be approved by the City Council consisting of two (2) councilmembers. The City Administrator, and the Director of Finance would staff the Committee. The Committee's purpose would be to oversee the financial operation of the City as it falls

under the financial policies and reporting to and making periodic recommendations to the City Council. The Committee may include other staff personnel whose experience in accounting, finance, or business may assist the Committee and in turn the City Council in the performance of their financial oversight responsibilities.

On August 18, 2009, the City Council appointed Mayor Tina Baca Del Rio and Mayor Pro Tem Lilia R. Leon to the committee.

The responsibilities of the Finance and Budget Oversight Committee shall include, but not be limited to the following:

- The Committee reviews the City's financial condition and recommends policy direction to the full City Council for their review and consideration.
- To periodically review the financial policies and/or procedures as applied to the receipt, disbursements, investments and accounting of all City / Commission funds.
- To review the comprehensive annual financial report and redevelopment financial prior to its being presented to the City Council for approval.
- To meet at the request of the City Council to review any major change in the City's financial operations or departmental operations.
- The Committee shall work with the staff in developing long-range financial and capital improvement plans.
- To accept other responsibilities and/or assignments as the City Council might request.

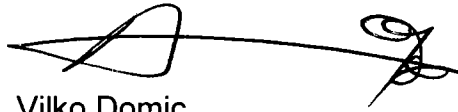
FISCAL IMPACT:

Staffing the Council Finance Committee will be accomplished within our FY 2014-2015 budget resources.

RELATIONSHIP TO STRATEGIC GOALS:

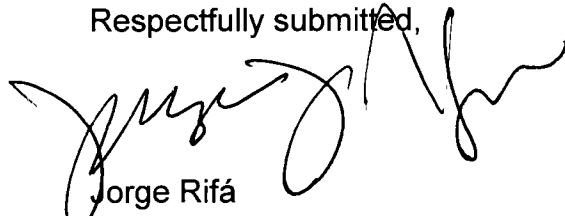
This item is not related to a specific 2012 Strategic goal.

Recommended by:



Vilko Domic
Director of Finance

Respectfully submitted,



Jorge Rifá
City Administrator

Approved as to form:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

Item No. **20**

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Committee and Commission Appointments
MEETING DATE: June 17, 2014

RECOMMENDATION:

Make the appropriate appointments

ANALYSIS:

It is recommended that an appointment be made to the following Commissions and Committees.

1. **Education Commission** term expiring - March, 2016

Councilmember Altamirano Appointment

Pursuant to Resolution No. 2011-2, each Councilmember makes one appointment to the various Commissions and Committees of the City, with the terms of office of each appointee being for a period not to exceed two years, expiring at the next General Municipal Election.

2. **Measure AA Advisory Committee** term expiring March 2017

Councilmember Baca Del Rio Appointment

Pursuant to Resolution #2013-41, Each Councilmember has the opportunity to appoint one resident with the term of office for four (4) years, to correspond with the appointing Councilmember term.

3. **Measure AA Advisory Committee Business Representative**
term expiring June 2018

Pursuant to Resolution #2013-41, two of the committee members for Measure AA Advisory Committee are representative of business that is located in the City, and those appointments are done by the City Council and the appointment will be for four years.

4. Commerce Refuse-to Energy Authority

Appointment of Public Works and Development Services Director Babaki as Representative for Commerce Refuse-to-Energy Authority as City's Representative.

FISCAL IMPACT:

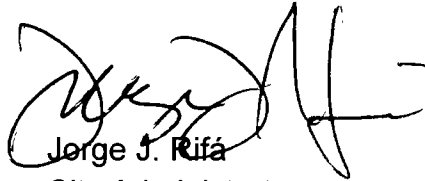
This activity can be carried out without additional impact on the current operating budget.

Recommended by:



Lena Shumway
City Clerk

Respectfully submitted,



Jorge J. Rifa
City Administrator

Reviewed by:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

Item No. **21**

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Discussion regarding preparing a City Council agenda in Spanish

MEETING DATE: June 17, 2014

RECOMMENDATION:

Discuss and provide direction to staff, as deemed necessary, regarding the pursuit of options for preparing City Council agendas in Spanish, which would be in addition to the English version of the agenda that is prepared for each City Council meeting. Staff recommends that the question of preparing a Spanish version of City Council agendas be presented to the public in the form of a Public Opinion Survey, which has already been funded by City Council.

ANALYSIS:

During the last City Council meeting, held on Tuesday, May 20, 2014, Councilmember Altamirano requested that City Council discuss at a future meeting the possibility of also preparing City Council agendas in Spanish, which would be in addition to the English version of the agenda that is prepared of each City Council meeting. Given the request, there are several factors that should be fully understood prior to the consideration of City Council to direct staff to move forward with the request, those factors include: whether demand for a Spanish version of the agenda exists within the community; the costs associated with translating the English version of the agenda into Spanish; and the additional time requirements for producing the agenda in Spanish, which would also include shortening the preparation time for the English version of the agenda, as well as associated staff reports.

Given the City's commitment to engaging the community and encouraging public participation, various means have been employed to reduce language barriers throughout the City. However, the City understands that it is important to further extend ourselves by reaching out to all residents and thereby improving their accessibility to City Council and

the public participation process, as well as ensuring that all residents have a positive and welcoming experience at City Council meetings. Therefore, with the direction of City Council, staff would first and foremost need to determine the demand for a Spanish version of City Council agendas, which staff recommends doing so through the use of the Public Opinion Survey already approved by the Council. The Public Opinion Survey could also poll the need for Spanish translation at City Council meetings.

After obtaining the results of the Public Opinion Survey, and if it is determined that there is significant demand for a Spanish version of City Council agendas, then City Council could direct staff to solicit quotes for professional Spanish translation services. At the present time, the City only has in-house translation capability on a limited basis, and only for special projects with extended deadlines. Therefore, if it is deemed that Spanish translation services are necessary, then it is of the utmost importance to ensure that such services are professional so that such an important document as the City Council agenda is effectively communicated.

In addition to the above, it should also be understood that there will be additional time requirements for producing City Council agendas in Spanish, which in turn will effectively reduce the available preparation time for the English version of the agenda, the preparation of associated staff reports, and essentially the overall time to conduct research and work associated with items on City Council agendas. Furthermore, it should be known and understood for legal purposes, that both the English and Spanish versions of City Council agendas must be posted at the same time, hence the before mentioned shortened preparation time.

FISCAL IMPACT

Should the City Council direct staff to solicit quotes for the translation of City Council agendas into Spanish, staff will present a budget augmentation at a later date.

RELATIONSHIP TO 2014 STRATEGIC GOALS:

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

Recommended by:


Lena Shumway
City Clerk

Respectfully submitted,

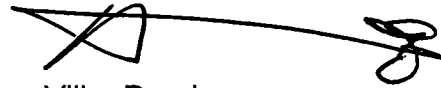

Jorge Rifa
City Administrator

Approved as to form:

Handwritten signature of Eduardo Olivo in black ink, consisting of a stylized 'E' followed by 'duardo' and a circular flourish.

Eduardo Olivo
City Attorney

Reviewed By:

Handwritten signature of Vilko Domic in black ink, featuring a large 'V' and 'D' with a horizontal line extending to the right.

Vilko Domic
Finance Director



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **22**

FROM: City Administrator

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

MEETING DATE: *June 17, 2014*

RECOMMENDATION:

At the request of Councilmember Robles and Mayor Baca Del Rio, the City Council will review and consider providing direction as deemed appropriate with respect to the City Council Vehicle Use Policy and reimbursement for usage of vehicle for personal use.

ANALYSIS:

On 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. On May 20, 2014, the City Council determined that Councilmember Robles' use of the City vehicle for transportation to and from school was for a personal use and that such use violated the City's Vehicle Policy. The City Council requested that Councilmember Robles identify the amount of time that she used the City's vehicle for this purpose and that she calculate the mileage. The City Council ordered Councilmember Robles to reimburse the City for the costs incurred by the City as a result of her use of the City vehicle for this purpose.

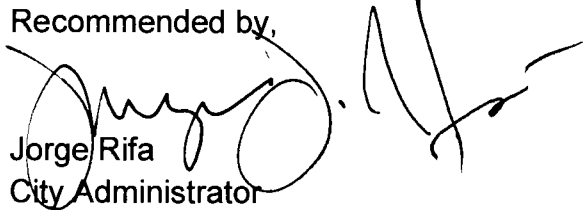
FISCAL IMPACT:

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,

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

Jorge Rifa
City Administrator

Approved as to form:

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

Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **23**

FROM: City Administrator

**SUBJECT: CLARIFICATION OF FACILITY ROOM RENTAL POLICY AND
SANCTIONS RELATED TO VIOLATIONS OF THE POLICY**

MEETING DATE: JUNE 17, 2014

RECOMMENDATION:

This item was agendized by Councilmember Robles and Mayor Baca Del Rio for discussion and Council direction, as deemed appropriate.

ANALYSIS/BACKGROUND

The Facility Room Rental Policy (attached) has appeared in its current form for over 25 years and appears in the Department's quarterly brochure. The current policy states that Commerce residents with current Resident Activity Cards may reserve a room or picnic shelter for family social activities, such as birthdays, weddings, anniversaries, showers, etc. The policy further stipulates that the rooms and shelters may not be used for company picnics or school events.

The Parks and Recreation Department has experienced few residents requesting clarification of the policy. Consequently, the Department does not recommend revising the policy, at this time.

Section 9.06.025 of the Commerce Municipal Code addresses warnings, suspensions, and the revocation of Resident Activity Cards and facility use privileges when violations of policy occur. The Municipal Code gives wide latitude to the Director of Parks and Recreation to determine appropriate sanctions for violations of facility rules.

The Municipal Code outlines the following procedures when addressing violations of policy:

WARNING

9.06.025 (b) – Warning. The department director, or his/her designee, may issue a warning to an activity card or facility use privilege holder who commits any offenses enumerated in this chapter or other criminal offenses.

SUSPENSION 9.06.025 (c)

(1) The department director, or his/her designee, may suspend activity card privileges or facility use privileges when a person:

- a) Has received one or more warnings as outlined in 9.06.025 (b) above, within a 12 month period.
- b) Poses an immediate threat to the safety and physical wellbeing of any person within any parks and recreation facility.
- c) Commits any offense enumerated in this chapter or other criminal offense, that in the opinion of the department director, or his/her designee, the conduct warrants immediate suspension.

REVOCAION 9.06.025 (d)

(1) The department director, or his/her designee, may revoke an activity card or facility use privilege when the holder:

- a) Has been suspended more than one time as outlined in subsection (c) above, during a 12 month period.
 - b) Commits any offense enumerated in this chapter or other criminal offense.
 - c) Demonstrates conduct that is outrageous, as determined by the department Director or his/her designee, within the city facilities or public parks such that the conduct warrants immediate revocation.
- (2) An activity card or facility use privilege that has been suspended three times as outlined in subsection (c) above is subject to permanent revocation.
- (3) A revocation shall be enforceable for a minimum period of twelve months, wherein the activity card or facility use privilege holder will be precluded from all parks and recreation facilities, events and programs.
- (4) The department director, or his/her designee, shall notify the City Administrator, or his/her designee, of all revocations as soon as practicable.

FISCAL IMPACT:

This activity can be carried out without any fiscal impact to the department budget.

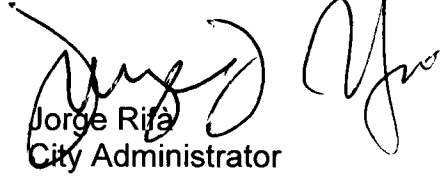
RELATIONSHIP TO STRATEGIC GOALS:

This agenda item is not related to any of Council's strategic goals. However, Council does have discretion to review facility rules and request revisions, as appropriate.

Recommended by:


Scott Wasserman
Director of Parks & Recreation


Respectfully submitted,


Jorge Rifa
City Administrator

Reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney



City of Commerce
 DEPARTMENT OF PARKS AND RECREATION
 2535 Commerce Way
 Commerce, California 90040
 323-722-4805, extension 4434

Permit Number _____

Date _____

Resident Activity Card Number _____

FACILITY REQUEST

Application and Agreement for Use of City Facilities

Facility Requested: _____ Date Requested: _____ # Attending: _____

Time Requested from: _____ a.m. to: _____ a.m.
 _____ p.m. to: _____ p.m. Type of Activity: _____

Name of Organization _____ Address _____ City _____ Zip _____ Telephone _____

Person in Charge _____ Address _____ City _____ Zip _____ Telephone _____

Special Requests: _____

_____ Yes, I agree to have tables papered at a rate of \$20.

_____ No, I do not want papered tables.

The applicant shall accept full responsibility for any breakage or damage to properties or buildings. The applicant shall accept full responsibility for the conduct of those in the group using the facility. The applicant shall leave the facility in as clean and orderly condition as it was when the group's scheduled use began. All decorations & tape must be removed from the facility at the conclusion of the event.

If permission is granted to use a kitchen facility, the permit group is responsible for using the equipment with reasonable care and for providing all necessary labor to clean the kitchen immediately after use. Any property belonging to the City of Commerce is not to be moved, removed or replaced without the supervision of a staff member.

In accordance with the City of Commerce Municipal Code Section 9.08.010, amended by Ordinance No. 59, the consumption of alcoholic beverages is prohibited in or on any City facility.

This permit may be revoked for failure to observe City of Commerce rules and regulations, for improper conduct, or when cancellation is necessary for other reasons. The City has priority at all Commerce facilities and reserves the right to revoke this permit at any time.

_____The Facility Use Deposit is due when application is submitted and can be picked up in City Hall 3 days after usage if facility is left clean and without damages. Checks left more than 60 days will be destroyed. Cash left more than 60 days will be deposited to a City account and a City check will be issued to the patron.

_____I understand that I am not allowed to have balloons of any sort, in the Rosewood Park facility.

_____A 48-hour notice of cancellation is requested. Failure to give cancellation notice before the scheduled use will result in assessment of set up and break down expenses, which will be deducted from the Facility Use Deposit.

Filming on City property requires 10 days notice prior to film shoot for permit processing and approval. 48-hour cancellation notice is required to avoid assessment of rental fees.

Long term/multiple date facility requests have an automatic cancellation policy. Failure to show for a scheduled use without notice of cancellation will void the request.

_____ **FOR RESIDENTS USE** *both the person signing this facility request and the person listed on the facility request as person in charge must be Commerce residents and one or the other must be present at all time during the event. Facility use is strictly for family social activities. The City does not accept any responsibility for loss or theft of items belonging to the applicant or member of their party.*

I agree to promptly reimburse the City of Commerce for any loss or damage to City property resulting from this use and will not apply for, or cause to be applied for, any further permit to use City facilities while any claim remains unpaid.

I hereby certify that I have read and will abide by the rules and regulations printed on this application. I further agree that by signing this application I, and the organization I represent, shall hold the City of Commerce and all of its agents or employees free and blameless from any liability or damage which may arise from use of City facilities.

_____The applicant shall provide a certificate of general liability insurance in an amount of not less than \$1 million with the City of Commerce named as an additional insured. The certificate of insurance must be received by the Department of Parks and Recreation not less than fourteen (14) days prior to anticipated use. Insurance certificates not submitted within the required timeframe will result in denial of the permit.

Signature of Applicant _____ Address _____ City _____ Zip _____ Telephone _____
 (must be 21 years of age or older)

OFFICE USE ONLY

Is Facility Available? Yes No

Is activity sponsored by the Department? Yes No

Deposit Amount \$ _____ Cash Check # _____ Received by _____

Charge Amount \$ _____ Due by _____ Paid on _____

Notes: _____

Received by _____
 Clerk _____
 Asst. Director _____

Approved/Denied: _____

Date: _____



Special Services

MEETING ROOMS AND PICNIC SHELTERS

On a first-come, first-served sign up basis, meeting rooms and shelters are available for rental at all four City of Commerce parks. Shelters are open to the public, with residents receiving priority. Residents are welcome to visit our Commerce Active Net web site for facility availability at activenet.active.com/commerce.

Commerce residents with current resident activity cards may reserve a room or shelter for family social activities such as birthdays, weddings, anniversaries, showers, etc. Reservations can be made at the Department of Parks and Recreation.

Commerce residents may not use the rooms or shelters for company picnics or school events. Companies located within the City of Commerce may use the meeting room facilities for business purposes only.

A \$25.00 fee for meeting rooms, a \$10.00 fee for picnic shelter (for residents) and a \$50.00 deposit is required at the time a Facility Request is submitted and will be refunded if there are no violations of facility use, rules and regulations. Please allow for a minimum of one-week processing period for approval. All facility requests are subject to approval. We reserve the right to change and add additional charges to our facilities. Tables may be covered for an additional charge of \$20.00 (optional).

A current Resident Activity Card must be shown at the time the Facility Request is submitted and resident must be over 21 years of age. Meeting rooms and picnic shelters are not available for rental by outside groups or businesses.

TABLES AND CHAIRS

Residents with a current Resident Activity Card may reserve a maximum of 25 chairs and 3 tables for weekend use (Thursday - Monday) on a first-come, first-served sign up basis. Due to limited supplies, make your reservations early at the Department of Parks and Recreation. A \$20.00 fee for rentals and a \$50.00 deposit required at the time the reservation is made.

Reminder

The following is prohibited at all parks and facilities:

Skating/rollerblading, alcohol, bike riding, tackle football, organized soccer, skateboarding, and unleashed dogs.

City Hall Department of Parks and Recreation

2535 Commerce Way (323) 887-4434

8:00 a.m. - 6:00 p.m.

Monday - Friday

Administrative Assistant - Patricia Borunda

Facility Maintenance

(323) 216-9965

Supervisor - Larry Garcia

Park and Street

Medians Maintenance

(323) 887-4431

Park Maintenance Crew Leaders

Pete Dorame & Nick Padilla

Recreation

(323) 722-4805 ext. 2225

Recreation Coordinator - Tina Fierro

Snack Bar Operations

(323) 887-4424

Food Service Attendant Supervisor -

Blanca Massia

Sports Division

5600 Harbor St. (323) 887-4432

Sports Supervisor - Frank Garcia

Central Receiving

5625 Jillson St. (323) 887-4449

Central Store Specialist - David Hovik

Stock Helper - James Mojica





CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Organics Recycling – City Council Position

MEETING DATE: June 17, 2014

Item No. **24**

RECOMMENDATION:

Approval of City's Letter of Opposition to Organics Recycling as proposed in Assembly Bill 1826 (AB 1826) unless amended.

BACKGROUND:

The State of California is attempting to expand mandatory recycling programs to include organics recycling such as food waste. Specifically, AB 1826 would require businesses and multi-family residences of five units and more that generate at least one cubic yard of organic waste per week to arrange for organic waste recycling services. The requirement would be phased in over a 4 year period beginning in 2016. The bill would also require each city and county to develop and implement an Organic Waste Recycling Program to divert organic waste from landfills and transformation facilities. Failure to comply with the bill's requirements may result in penalties up to \$10,000 per day.

Further, the bill would require the City of Commerce to identify businesses and multi-family residential dwellings with five units and more, educate the targeted group, monitor the program's success, and report the City's compliance annually. Cities would also need to identify organics recycling facilities within a "reasonable vicinity" and any barriers to their use including a developing a plan for the City to remove those barriers.

The impacts to businesses soon after the City adopted a mandatory Commercial Recycling Ordinance effective July 1, 2012 is too great. Further, the State's continued expansion of mandated programs without funding to support them or the staff necessary to implement them is burdensome on the City.

The Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force requested the City's opposition to AB 1826. Staff recommends that the City Council adopt a position of oppose and authorize the Mayor to sign the attached letter.

ALTERNATIVES:

1. Approve staff recommendation and oppose AB 1826.
2. Take a watch position instead of opposition.
3. Support AB 1826.

FISCAL IMPACT:

There is no fiscal impact to the current operating budget. Future costs, if AB 1826 passes are unknown at this time.

RELATIONSHIP TO STRATEGIC GOALS:

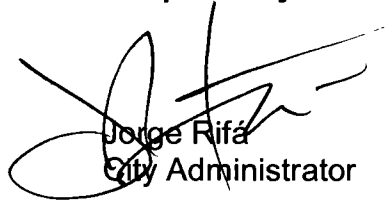
This item is not related to a specific 2012 Strategic Goal.

Approved by:



Maryam Babaki
Director of Public Works and
Development Services

Respectfully submitted,



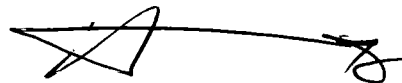
Jorge Rifa
City Administrator

Prepared by:



Gina Nila
Environmental Services Manager

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Letter of Opposition to AB 1826, Mandatory Organics Recycling



City of Commerce

Office of the
City Administrator

June 17, 2014

The Honorable Jerry Hill
Senate Environmental Quality Committee
State Capitol, Room 2205
Sacramento, CA 95814

Dear Senator Hill:

ASSEMBLY BILL 1826 (AMENDED APRIL 22, 2014) – OPPOSE UNLESS AMENDED SOLID WASTE: ORGANIC WASTE RECYCLING

The City of Commerce **opposes** Assembly Bill 1826 (AB 1826) **unless amended** to address the following concerns:

- Southern California lacks the infrastructure necessary to recycle organic waste and divert such waste from landfill facilities utilizing only composting and anaerobic digestion processes. It is extremely difficult to site these types of facilities in urbanized areas like Los Angeles County (with its stringent air quality standards), in part due to the potential nuisance caused by odor emanating from these facilities.
- The proposal would fail to provide any financial assistance or incentives to promote development of the needed infrastructure.
- Key terms such as “organic waste recycling,” “organic waste recycling facility,” and “reasonable vicinity” are undefined.
- Requirements on jurisdictions are excessive, costly, and encroach into local government land use decision making authority.

Lack of Infrastructure to Process Organic Waste

While we appreciate the benefits of composting, our region’s urban nature prevents the siting of commercial-scale compost facilities capable of processing the region’s organic waste. The region simply needs other options to process organic waste, otherwise the waste would need to be transported outside the region, which is costly, economically and environmentally. We believe robust state-administered grant and loan programs are critical to helping the organic waste processing industry in our region get off the ground.

Undefined Key Terms

The lack of definitions for “organic waste recycling” and “organic waste recycling facility” leaves uncertainty for jurisdictions. Moreover, the term “reasonable vicinity” is highly subjective, which necessitates a definition as well.

Excessive Requirements on Jurisdictions

In addition to the difficult tasks of developing an organic waste recycling program as well as identifying, notifying, and monitoring affected businesses, local programs would be required to

“Where Quality Service Is Our Tradition”

identify vacant parcels, existing vacant or expandable facilities, zoning and permitting requirements, and steps towards removal of barriers to siting and/or expanding existing “organic waste recycling facilities.” These requirements are excessive and seem to infringe upon local land use decision making authority.

For these reasons, the City of Commerce **opposes** AB 1826 **unless amended** to address these issues. Should you have any questions, please contact Mr. Jorge Rifá, City Administrator at 323-722-4805, Extension 2215.

Sincerely,

Jorge Rifá
City Administrator



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council **Item No. 25**
FROM: City Administrator
SUBJECT: SB 1129 (STEINBERG) – REDEVELOPMENT DISSOLUTION PROCESS
MEETING DATE: June 17, 2014

RECOMMENDATION:

The **City Council** will consider for approval:

1. A position letter in support of SB 1129 introduced by Senator Darrell Steinberg that would address several important issues affecting redevelopment dissolution, and
2. Authorize City staff to work with our Sacramento lobbyist, Joe A. Gonsalves & Son, to analyze and prepare amendments that would be advantageous to Commerce in the winding down of the redevelopment dissolution process.

ANALYSIS:

SB 1129 would do the following:

- Provide a solution to the issue of unspent bond proceeds that are currently sitting when they could be put to work to implement important projects and create high-wage construction jobs. The funds would be carefully spent as long as they are used for their initial purpose, are approved by the successor agency's oversight committee, and as long as its determined by the oversight board that the use is consistent with the sustainable communities strategy.
- Address key concerns about the long range property management plan (LRPMP) by making changes to streamline the process and more quickly get projects into motion.
- Provide new benefits and flexibility for agencies with a finding of completion so that they can move forward with projects without delay.

City staff will continue to monitor and report on SB 1129.

ALTERNATIVES:

1. Provide staff with further direction

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

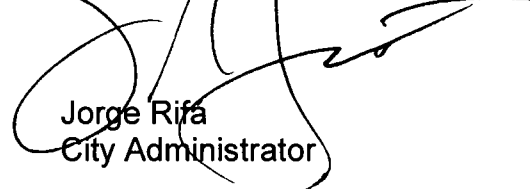
This item is not related to a specific 2012 Strategic Goal.

Prepared by:



Fernando Mendoza
Deputy City Administrator

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

JUNE 3, 2014

LAW ALERT

SB 1129: A POSITIVE STEP TOWARD SIMPLIFYING THE REDEVELOPMENT DISSOLUTION PROCESS

M David Kroot

John T. Nagle

Lynn Hutchins

Karen M. Tiedemann

Thomas H. Webber

Dianne Jackson McLean

Michelle D Brewer

Jennifer K Bell

Robert C Mills

Isabel L Brown

James T. Diamond, Jr.

Margaret F Jung

Heather J. Gould

Juliet E. Cox

William F. DiCamillo

Amy DeVaudreuil

Barbara E. Kautz

Erica Williams Orcharton

Luis A. Rodriguez

Xochitl Carrion

Rafael Yaquian

Celia W. Lee

Vincent L. Brown

Caroline Nasella

Elizabeth Klueck

Facsimile

510 836-1035

San Francisco

415 788-6336

Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

On May 28, 2014 the California State Senate approved SB 1129 (Steinberg) on a 27-8 vote. SB 1129 was drafted to address policy challenges and frustrations and is aimed at improving the redevelopment dissolution by:

- Expediting the DOF's review and approval of long-range property management plans (LRPMPs);
- Expanding, clarifying and empowering oversight boards with regards to enforceable obligations; and
- Making other minor amendments and imposing deadlines for important dissolution related processes/reviews.

SB 1129 will expedite the DOF's review and approval of LRPMPs by amending the Redevelopment Dissolution Statutes to:

- Clarify that the property transfer provisions of Health and Safety Code §34180 do not apply to disposition of properties under a LRPMP, and that once approved by the DOF, the LRPMP governs and supersedes all other provisions relating to the disposition and use of the real property assets of the former RDA. As such, actions related to disposition of property pursuant to an approved LRPMP do not require further review of the DOF.
- Clarify that the DOF may not require a compensation agreement or compensation agreements as a condition of approval of an LRPMP.

- Require that the DOF approve LRPMPs as expeditiously as possible and limit its review of LRPMPs to consider only whether the LRPMP makes a good faith effort to address the requirements of Health and Safety Code §34191.5(c).
- Remove the January 1, 2015 deadline for approval of LRPMP, in recognition of the backlog of submitted but as-yet unapproved LRPMPs and in an effort to avoid the forced wholesale liquidation of Former RDA properties.

SB 1129 will expand, clarify and empower oversight boards with regards to enforceable obligations by amending the Redevelopment Dissolution Statutes to:

- Expand the definition of enforceable obligations to include agreements entered into by the RDA prior to June 30, 2011, if the agreement relates to highway infrastructure improvements to which the RDA committed funds under Health and Safety Code §33445.
- Allow a successor agency to use proceeds derived from bonds issued in 2011 for the purposes for which they were sold (thereby creating a new enforceable obligation), if the Oversight Board, in consultation with the appropriate metropolitan planning organization, determines the use of the bond proceeds is consistent with a sustainable communities strategy adopted by the metropolitan planning organization.

- Clarify a successor agency's authority to amend contracts or otherwise administer projects in connection with enforceable obligations so long as the contract agreement or project will not commit new property tax funds or otherwise reduce property tax residual distributions to taxing agencies.
- Require that before the DOF rejects an enforceable obligation of a successor agency that has received a finding of completion, the DOF must first submit the rejection to the successor agency's oversight board for the oversight board's review and approval. SB 1129 would make the oversight board's determination with regards to the enforceable obligation final and conclusive without further review by the DOF.
- Amend Health and Safety Code §33130 to clarify that an agency or community employee may acquire an interest in property within a former RDA project area.

SB 1129 will now move to the Assembly for consideration and will need to move through the Assembly policy committees to which the bill is assigned by June 27, 2014. If your successor agency or sponsoring community is interested in sending a letter of support, such correspondence should be sent to Senate Pro-Tem Steinberg's Sacramento office.

If you have any questions about SB 1129, please contact Karen Tiedemann, Lynn Hutchins, or Rafael Yaquian at Goldfarb & Lipman.

SB 1129 will make other minor amendments to improve the dissolution process by amending the Redevelopment Dissolution Statutes to:

- Introduce a January 1, 2016 deadline for the State Controller (SCO) Audits required under Health and Safety Code §34167.5 and 34178.8.
- Introduce a 45-day time period for the DOF to review and make a recommendation on a final and conclusive determination letter submitted by a successor agency pursuant to Health and Safety Code §34177.5(i).

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<http://goldfarblipman.com/library/>





CITY OF COMMERCE

Tina Baca Del Rio
Mayor

Lilia R. Leon
Mayor Pro Tem

Joe Aguilar
Councilmember

Ivan Altamirano
Councilmember

Denise M. Robles
Councilmember

June 17, 2014

Senate Pro Tem Darrell Steinberg
State Capitol, Room 205
Sacramento, CA 95814

RE: **SB 1129 (Steinberg) Successor Agencies- Notice of Support**

Dear Senator Steinberg:

The City of Commerce is pleased to support your SB 1129. This measure would address several important issues affecting redevelopment dissolution including:

- Providing a solution to the issue of unspent bond proceeds that are currently sitting when they could be put to work to implement important projects and create high-wage construction jobs. The funds would be carefully spent as long as they are used for their initial purpose, are approved by the successor agency's oversight committee, and as long as its determined by the oversight board that the use is consistent with the sustainable communities strategy.
- Addressing key concerns about the long range property management plan (LRPMP) by making changes to streamline the process and more quickly get projects into motion.
- Providing new benefits and flexibility for agencies with a finding of completion so that they can move forward with projects without delay.

In addition, we would welcome the opportunity to present proposed bill amendment language that would be of benefit to successor agencies in connection with redevelopment matched dollars reflected in a city's authorized five-year project plan.

In summary this measure will free-up available funding to produce quality projects with high-paying construction jobs, expedite the approval and implementation of long range property management plans enabling affected communities to complete local projects, and provide additional certainty for agencies receiving a finding of completion. For these reasons, the City of Commerce **supports** this legislation. If you have questions, please call Jorge Rifá, City Administrator, at (323) 722-4805, at extension 2215.

Sincerely,

Tina Baca Del Rio
Mayor
City of Commerce

cc: Commerce City Council
Assemblymember Cristina Garcia
Members of the Senate Appropriations Committee:
Senator Kevin De Leon (Chair), 916-651-4922 FAX
Senator Mimi Walters (Vice-Chair), 916-651-4937 FAX
Senator Ted Gaines, 916-651-4901 FAX
Senator Jerry Hill, 916-651-4913 FAX
Senator Ricardo Lara, 916-651-4933 FAX
Senator Alex Padilla, 916-651-4920 FAX
Senator Darrell Steinberg, 916-651-4906 FAX
Camille Wagner, Deputy Legislative Secretary, Office of Governor Brown, 916-558-3177 FAX
Dan Carrigg, League of California Cities, 916-658-8240
Kristine Guerrero, Regional Public Affairs Manager



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **26**

FROM: City Administrator

SUBJECT: Water Bond Stormwater and Urban Runoff Funding Language to Support Regional Self-Reliance

MEETING DATE: June 17, 2014

RECOMMENDATION:

Approval of the City's letter in support of Water Bond Stormwater and Urban Runoff Funding Language to Support Regional Self-Reliance.

BACKGROUND:

Since last summer, the Los Angeles County Division of the League of California Cities and the California Contract Cities Association have been working through their members to advocate for stormwater and urban runoff funding in any new Water Bond proposals that might be placed on the November 2014 ballot.

As a coalition, they have successfully passed a resolution through the State League to engage on the Water Bond discussions for city interests; completed a working draft of the Stormwater Funding Options Report; and have held several meetings and communicated with key Legislators involved in the Water Bond Los Angeles County cities' funding needs and priorities.

Any "new" Bond to replace the 2009 version currently on the November ballot will require a 2/3rds vote of the Legislature and needs to make the June 26th Secretary of State deadline to certify measures. According to the League, it is unclear what Bond vehicle will be passed by both the Senate and the Assembly or what will ultimately gain the support of Governor Brown. However, what is clear to the League is that there are many interests in the Water Bond, and cities must communicate before the end of the month to Legislators and the Governor on funding priorities as negotiations move forward.

At this time, the League is encouraging its members to place their position on record, particularly with regard to stormwater priorities.

ALTERNATIVES:

1. Approve staff recommendation and support the proposed Water Bond funding language.
2. Provide staff with further direction

FISCAL IMPACT:

There is no fiscal impact on the current operating budget.

RELATIONSHIP TO STRATEGIC GOALS:

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

Recommended by:



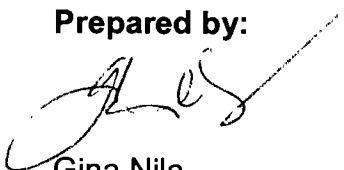
Maryam Babaki
Director of Public Works and
Development Services

Respectfully submitted,



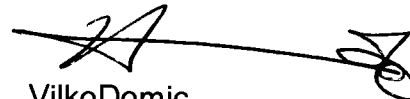
Jorge Rifá
City Administrator

Prepared by:



Gina Nila
Environmental Services Manager

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Letter of Support for AB 1331, Water Bond



CITY OF COMMERCE

Tina Baca Del Rio
Mayor

June 17, 2014

The Honorable Toni Atkins
Assembly Speaker
Via Fax (916) 319-2178

The Honorable Darrell Steinberg
Senate President Pro Tempore
Via Fax: (916) 651-4906

**RE: Assembly Bill 1331 - Water Bond Stormwater and Urban Runoff Funding
Language to Support Regional Self-Reliance**

Dear Speaker Atkins and President Pro Tem Steinberg:

On behalf of the City of Commerce City Council, we strongly recommend that any new **water bond proposals include broad language that allows multiple benefit stormwater and urban runoff management and best management practices to be eligible for bond funding.**

We appreciate efforts by legislators to change the current water bond to appeal to California's voters and prioritize funding with the state's critical water needs. We believe that stormwater and urban water runoff management are key to achieving both goals in Los Angeles County. Cities are currently working to maximize the use of stormwater and urban runoff; develop new green infrastructure projects and stormwater treatment facilities while working to comply with Federal and State clean water regulations; and helping to address long-term goals for regional self-reliance for water supplies.

In addition to storm water funding, we also support prioritization of funding in a water bond for programs and projects that promote greater conservation and water recycling; support clean-up of contaminated groundwater basins; and improve water quality to meet beneficial uses, all of which increase regional self-reliance in Los Angeles County.

Projects and programs implemented to maximize local water supplies like these are by far the most cost-effective environmentally sustainable source of new water for California. According to the Governor's Office of Planning and Research, approximately \$1.43 billion in general obligation bond investments in new local water supply projects in California over the past decade has resulted in an estimated 2 million acre-feet a year of "new" water – enough to serve nearly 4 million households.¹

To this end, the water bond should provide as much or more funding for these cost-effective local water reliability programs as for surface storage projects. Further, groundwater remediation projects that will allow for additional stormwater and recycled water recharge should at a minimum be allowed to compete for funding with surface storage projects, if not prioritized.

Investments in local water supplies, groundwater cleanup, and protecting our local watersheds are critical to sustaining our region's water supply, water quality, and quality of life. **Helping greater Los Angeles become more self-reliant on local water supplies will go a long-way to helping meet competing demands across the state.** In addition, numerous polls show that these types of investments are also strongly supported by voters in our region, whose support will be critical at the ballot. These sorts of investments are also consistent with the new municipal stormwater permits issued by our Regional Water Board.

Thank you for your consideration of our views. We look forward to continuing to work with you, other stakeholders, the Legislature, and the Governor, to craft a water bond that can pass the Legislature, be supported by the voters, and make a smart investment in California, our region and community water's future.

Sincerely,

Tina Baca Del Rio
Mayor
City of Commerce

cc: Commerce City Council
Assemblymember Cristina Garcia
Honorable Fran Pavley, Fax (916) 651-4927
Honorable Lois Wolk, Fax (916) 651-4903
Honorable Anthony Rendon, Fax (916) 319-2162
Honorable Kevin DeLeon, Fax (916) 651-4922
Los Angeles County Legislative Delegation
League of California Cities Association
California Contract Cities Association

¹http://opr.ca.gov/docs/EGPR_ReviewDraft.pdf (page 23)



CITY OF COMMERCE AGENDA REPORT

Item No. **27**

TO: Honorable City Council
FROM: City Administrator
SUBJECT: 2014-15 State Budget Priorities
MEETING DATE: June 17, 2014

RECOMMENDATION:

The **City Council** will consider for approval a position letter urging both the Senate and Assembly Committee on Budget and Fiscal Review to support the pending budget action items related to transportation, mandates, multifamily housing, and city law enforcement grants.

BACKGROUND / ANALYSIS:

The Legislative Budget Conference Committee has begun meeting, one of the final steps before the State Budget is completed. While most issues have been finalized, or "closed", there are several city priority issues that are still pending, or "open". The League of California Cities Association is encouraging cities to send a letter in support of the following pending budget action items.

1. Item 2660-001-0062 – HUTA Loan Repayment and State Highway Account Appropriation -Notice of Support for Assembly Version
2. Item 8885-295-0001 – Local Assistance, Commission on State Mandates Notice of Support for Governor's May Revise
 - *According to our records, the state currently owes the City of Commerce \$700,000 for unfunded mandates.*
3. Item 2240-001-0001 – Multifamily Housing Program and Multifamily Housing Program-Supportive Housing Component - Notice of Support for Assembly Version
4. Item 5227-001-0001 – City Law Enforcement Grant - Support Assembly Version
5. Item 9300-001-3228 – Cap and Trade Revenue Allocations - Support Continuous Appropriation for SCS Implementation and Natural Resources Programs

ALTERNATIVES:

1. 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 applicable to a specific 2012 Strategic objective; however, it is related to several strategic goals (i.e., environmental, infrastructure, growing revenues).

Recommended by:



Fernando Mendoza
Deputy City Administrator

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:



CITY OF COMMERCE

Tina Baca Del Rio
Mayor

Lilia R. Leon
Mayor Pro Tem

Joe Aguilar
Councilmember

Ivan Altamirano
Councilmember

Denise M. Robles
Councilmember

June 17, 2014

Honorable Nancy Skinner
Chair, Assembly Committee on Budget
State Capitol Building, Room 6026
Sacramento, CA 95814
Via FAX: (916) 319-2199

Honorable Mark Leno
Chair, Senate Committee on Budget and Fiscal
Review
State Capitol Building, Room 5019
Sacramento, CA 95814
Via FAX: (916) 323-8386

Honorable Jeff Gorell
Vice Chair, Assembly Committee on Budget
State Capitol Building, Room 6031
Sacramento, CA 95814
Via FAX: (916) 319-2144

Honorable Jim Nielsen
Vice Chair, Senate Committee on Budget and
Fiscal Review
State Capitol Building, Room 4062
Sacramento, CA 95814
Via FAX: (916) 651-4904

RE: 2014-15 State Budget Priorities

Dear Honorable Conferees:

The City of Commerce urges your support for the following pending budget action items:

**Item 2660-001-0062 – HUTA Loan Repayment and State Highway Account Appropriation
Notice of Support for Assembly Version**

The City of Commerce urges your support of the **Assembly Version** for Budget Item 2660-001-0062 regarding the Highway Users Tax Account (HUTA) repayment and additional State Highway Account Appropriation.

In 2010, within the Gas Tax Swap package, the Legislature reserved \$328 million in excise tax revenue for future appropriation. All other and future revenues are allocated by formula – 44% for local streets and roads, and 56% to the State Transportation Improvement Program (STIP) and State Highway Operation and Protection Program (SHOPP).

The Assembly budget action would repay the HUTA revenues loaned in 2010 (\$328 million loan plus \$9 million in interest), as proposed in the Governor's budget proposal. In addition, the Assembly proposes appropriating an additional \$163 million that is currently sitting in the State Highway Account (SHA). The total amount of \$500 million is proposed to be appropriated using the 44% to local streets and roads and 56% to the STIP and SHOPP. We believe this action is appropriate given the historical formulas used for HUTA revenues and the high SHA balance.

We thank the Assembly for supporting increased investment in transportation infrastructure, especially in light of the significant maintenance and rehabilitation needs and with no new funding source for transportation on the horizon.

**Item 8885-295-0001 – Local Assistance, Commission on State Mandates
Notice of Support for Governor's May Revise**

The City of Commerce supports Governor Jerry Brown's FY 2014-15 May Revision proposal to repay \$100 million of the \$900 million owed to local government for pre-2004 mandate obligations.

Prior to 2004, California law allowed the state to avoid reimbursing local governments for mandates by paying in small token amounts. As a result, local governments amassed millions in unfunded mandate debt due to insufficient reimbursement payments from the state. A solution to this problem was included in Proposition 1A, which voters approved in November 2004. Under Prop 1A, the state is required to either fund legislative mandates on local agencies or suspend the operation of the mandate.

Currently, \$900 million is owed to local agencies for pre-2004 mandate debt that is supposed to be repaid by FY 2020-21. The May Revision outlines a proposal to repay \$100 million of the \$900 million owed to local government for these mandates. 25 percent would go to cities and be appropriated based on the percentage of debt owed; 73 percent would be directed to counties and the remaining two percent directed to special districts. According to our records, the state currently owes the City of Commerce \$700,000 for unfunded mandates.

Item 2240-001-0001 – Multifamily Housing Program and Multifamily Housing Program-Supportive Housing Component
Notice of Support for Assembly Version

The City of Commerce urges your support for the Assembly's FY 2014-15 budget proposal outlining a \$200 million investment to be split evenly between the Multifamily Housing Program (MPH) and its supplementary Supportive Housing Component (MHP-SP).

The current structure of the MHP provides bond proceed funding for *new* construction, rehabilitation and preservation of permanent and transitional rental housing for lower income households. Under the Assembly proposal, MHP restrictions will be relaxed to allow the proposed \$100 million in program funds be spent on operating expenses of existing housing structures.

Similar to the MHP proposal, the Assembly MHP-SH plan expands the use of proposed program funds. Currently, the program provides low-interest loans for the development of low-income rental housing containing supportive housing units. In addition to offering housing to homeless or low-income residents, the program provides on or off-site support services to tenants. The Assembly plan loosens program restrictions and allows proposed funds to be spent on enhancing services provided by the program.

Item 5227-001-0001 – City Law Enforcement Grant
Support Assembly Version

The Governor's May Revision proposed augmenting existing grants for city front line law enforcement activities by \$12.5 million, for a FY 2014-15 total of \$40 million. This augmentation provides much needed additional revenues as local law enforcement agencies work to comply with AB 109 public safety realignment. The Assembly has adopted the May Revision proposal.

Item 9300-001-3228 – Cap and Trade Revenue Allocations
Support Continuous Appropriation for SCS Implementation and Natural Resources Programs

Cap and Trade auction revenues present an opportunity for California to make ongoing and significant investments to improve land use, transportation, and housing throughout California while reducing greenhouse gas (GhG) emissions. The state has already laid the groundwork for this action in SB 375 (Steinberg, 2008), which required regions to develop long-term regional plans to reduce GhG emissions. The Senate proposal as discussed in the June 4, 2014 is a good starting point. The City of Commerce encourages you to increase the percentage for the Sustainable Communities/Housing section of the proposal and ensure Complete Streets is an eligible expense.

In addition, the Senate Proposal dedicates funding to energy efficiency, natural resources and waste diversion. We believe that a significant portion of these funds should be available to local governments for locally administered programs that reduce greenhouse gas emissions and help the State achieve its AB 32 emission reduction goals. Local governments have been leaders in reducing greenhouse gas emissions for years and have numerous programs and shovel ready projects needing only funding to move forward.

For all the above stated reasons, the City of Commerce urges your support for these pending budget action items.

Sincerely,

Tina Baca Del Rio
Mayor
City of Commerce

cc: Assembly Speaker Toni Atkins, Fax: (916) 319-2179
Senate President Pro Tem Darrell Steinberg, Fax: (916) 651-4906
Assembly Member Richard Bloom, Fax: (916) 319-2150
Assembly Member Shirley Weber, Fax: (916) 319-2179
Senator Loni Hancock, Fax: (916) 651-4909
Senator Ricardo Lara, Fax: (916) 651-4933
Your Senator & Assembly Member
kguerrero@cacities.org