

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

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

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

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

TUESDAY, JULY 2, 2013 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Aguilar

PLEDGE OF ALLEGIANCE

Loretta Gutierrez
Director of Safety & Community Services

INVOCATION

Councilmember/Board Member Altamirano

ROLL CALL

Deputy City Clerk/Alexander

APPEARANCES AND PRESENTATIONS

1. Commendation – 2013 Older American Recognition Award Recipient, Connie Ochoa

The City Council will present a Commendation to Connie Ochoa, recipient of the 2013 Older American Recognition Award. This award was presented by the Los Angeles County Commission on Aging and presented at a reception hosted by the Los Angeles County Board of Supervisors on May 22, 2013.

PUBLIC COMMENT

Citizens wishing to address the City Council and Successor Agency on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. If you wish to address the City Council/Successor Agency at this time, please complete

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a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

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

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

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

CONSENT CALENDAR

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

2. Approval of Minutes

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Adjourned Regular Meeting of Monday, June 17, 2013, held at 4:00 p.m. [Council only]; Concurrent Adjourned Regular Meeting of the City Council and Special Meeting of the Successor Agency of Tuesday, June 18, 2013, held at 5:00 p.m.; Concurrent Regular Meetings of Tuesday, June 18, 2013, held at 6:30 p.m.; Adjourned Regular Meeting of Thursday, June 20, 2013, held at 1:30 p.m. [Council only]; Adjourned Regular Meeting of Thursday, June 27, 2013, held at 4:00 p.m. [Council only] and Special Meeting of Thursday, June 27, 2013, held at 4:00 p.m. [Council only].

3. Approval of Warrant Register No. 24

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 24A, dated July 2, 2013, and No. 24B, for the period June 19, 2013, to June 27, 2013.

4. A Resolution of the City Council of the City of Commerce, California, Approving the Agreement Between A-Z Bus Sales, Inc. and the City For the Use of a Loaner Bus

On October 12, 2012, the City of Commerce approved a purchase agreement with A-Z Bus Sales, Inc., through the California Association for Coordinated Transportation ("CalACT") Vehicle Purchasing Cooperative for one (1) replacement Medi Ride van. The City was recently notified by the vendor that the delivery of the van would be approximately sixty (60) days behind schedule (August 2013). As such, the City requested the vendor to provide a loaner bus to the City until the new vehicle can be delivered. The loaner bus is at no cost to the City. In order to expedite this matter and minimize the impact to transit operations, the City Administrator, after consultation with the City Attorney, proceeded to execute the required Agreement.

The **City Council** will consider for approval and adoption a proposed Resolution approving the agreement between A-Z Bus Sales, Inc. and the City for the use of the loaner bus.

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5. A Resolution of the City Council of the City of Commerce Authorizing the Adoption of the Gateway Integrated Regional Water Management Plan Dated June 2013

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”) is comprised of cities and other government agencies interested in maximizing opportunities to integrate water management activities such as water supply reliability, water quality, environmental stewardship and flood management. GWMA has developed the Gateway Integrated Regional Water Management Plan, dated June 2013. The City of Commerce actively supports and is a member of the GWMA.

The **City Council** will consider for approval and adoption a proposed Resolution authorizing the adoption of the Gateway Integrated Regional Water Management Plan dated June 2013.

6. A Resolution of the City Council of the City of Commerce, California, Approving a Participation Agreement With the International Institute of Los Angeles Regarding the Immediate Needs Transportation Program

The **City Council** will consider for approval and adoption a proposed Resolution approving a Participation Agreement with the International Institute of Los Angeles regarding the Immediate Needs Transportation Program (“INTP”). The INTP allows the City to disburse transportation tokens to qualifying individuals on a monthly basis. The Register Form lists the staff authorized to issue the tokens. The City has participated in this program for over fourteen years.

7. A Resolution of the City Council of the City of Commerce, California, Approving the Memorandum of Understanding for Fiscal Years 2013-2014 & 2014-2015 as it Relates to the Mid-management and Non-management Full-time Employees Represented by the City of Commerce Employees Association and

A Resolution of the City Council of the City of Commerce, California, Approving Personnel Descriptions Related to the Reclassified Positions Agreed to Between the City of Commerce and the City of Commerce Employee Association in the 2013-2015 Memorandum of Understanding

The City of Commerce and the mid-management and non-management full-time employees completed negotiations of a new Memorandum of Understanding (“MOU”) for fiscal years 2013-2014 and 2014-2015.

The **City Council** will consider for approval and adoption a proposed Resolution approving the Memorandum of Understanding for fiscal years 2013-2014 and 2014-2015 as it relates to the full-time mid-management and non-management members of the City of Commerce Employees Association, effective July 1, 2013. As part of the MOU, the City and the Association agreed to reclassify certain employee positions. The City Council will therefore also need to consider approval of the job descriptions for such newly classified positions.

PUBLIC HEARINGS – None

SCHEDULED MATTERS

8. City Comment Letter to City of Bell on Draft Environmental Impact Report (“DEIR”) for Bell Business Center Project

The **City Council** will consider for approval the City comment letter to the City of Bell concerning the Draft Environmental Impact Report (“DEIR”) for

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the Bell Business Center Project. The project involves the sale of four City of Bell-owned parcels, totaling 40.2 acres, which will be developed with four warehouse/industrial buildings, resulting in up to 840,390 square feet of new industrial and ancillary office space. The area including the four separate building sites are located in the City of Bell in an area bounded by Bandini Boulevard on the north, Eastern Avenue on the east, Slauson Avenue on the south and the I-710 Freeway on the west. The overall site is bisected by Rickenbacker Road and Mansfield Way.

9. Reconsideration of Resolution No. 13-55 – A Resolution of the City Council of the City of Commerce, California, Authorizing an Increase to the CalMet Services, Inc. Service Rate Structure For Residential Refuse and Recycling Collection and Disposal Services

At its meeting of June 18, 2013, the City Council approved Resolution No. 13-55, authorizing an increase to the CalMet Services, Inc. service rate structure for residential refuse and recycling collection and disposal services. During that meeting, the City Council was confronted with a large audience of City employees and a number of public comments regarding ongoing negotiations with full-time and part-time employees. That process lasted a significant period of time and was of great concern to the City Council. After the meeting, several City Councilmembers advised the City Attorney that they had received contributions from CalMet for the last election and that they had intended to abstain from voting on the CalMet matter.

Technically, under *Government Code* §81000 of the *Political Reform Act*, such action would not trigger a conflict of interest or the need for an abstention. However, as a matter of caution, the subject City Councilmembers have requested that the matter be placed on the agenda for reconsideration so that they may address the issue and potentially record their abstention on the record.

The **City Council** will reconsider its approval of Resolution No. 13-55, as stated above.

10. No Smoking in Park Ordinance

The **City Council** will consider, and provide direction as deemed appropriate with respect to, authorizing the City Attorney to draft an Ordinance to prohibit smoking in City parks, as recommended by the Parks & Recreation Commission.

11. Commission and Committee Appointments and Measure AA Advisory Committee Appointment

The **City Council** will make the appropriate appointments to the following Commissions and Committees: Parks & Recreation Commission, Senior Citizens Commission, I-710 Local Advisory Committee (Ad Hoc). Further, the City Council will make the appropriate appointment of an ex officio member to the Measure AA Advisory Committee who will represent the City of Commerce Employees Association, pursuant to the provisions of Resolution No. 13-56.

12. Policy Direction Regarding Use of CTY Phone Notification System

At the request of Councilmember Tina Baca Del Rio, receive and file a report on policy direction regarding use of the CTY Phone Notification System, and provide further direction as deemed necessary.

ORDINANCES AND RESOLUTIONS

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13. A Resolution of the City Council of the City of Commerce, California, With Respect to Appointment to and Membership in City Commissions, Committees and Boards and Superseding Resolution Nos. 97-15, 03-17, 07-26, 10-26 And 11-2

At its meeting of June 18, 2013, the Council, at the request of Councilmember Baca Del Rio, reconsidered the provision specified in Resolution No. 97-15, approved and adopted by the Council on May 20, 1997, and as amended from time-to-time, prohibiting any person from serving more than eight years total on a specific Commission, Committee or Board and directed that the appropriate Resolution be prepared eliminating this provision.

The **City Council** will consider for approval and adoption a proposed Resolution with respect to appointment to and membership in City Commissions, Committees and Boards and superseding Resolution Nos. 97-15, 03-17, 07-26, 10-26 and 11-2, bringing these provisions up-to-date to reflect current practices, including the elimination of the eight-year service limitation. Further, at the request of Councilmember Baca Del Rio, the **City Council** will reconsider the limitation prohibiting more than one member of a household from serving at the same time on any Commission, Committee or Board, with the exception of the Youth Advisory Commission [and Council Subcommittees].

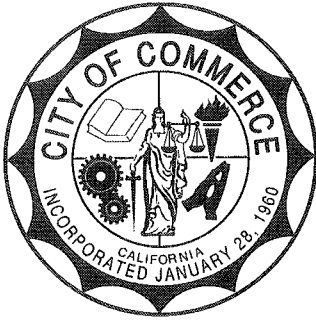
CIP PROGRESS REPORT – None

I-710 LOCAL ADVISORY COMMITTEE UPDATE – None

RECESS TO CLOSED SESSION – No Items

ADJOURNMENT

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

Meeting date: July 2, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Commendation – 2013 Older American Recognition Award Recipient,
Connie Ochoa

RECOMMENDATION:

Read and present commendation from the City of Commerce to Connie Ochoa, recipient of the 2013 Older American Recognition Award.

MOTION:

Move to approve the recommendation.

BACKGROUND:

Connie Ochoa, long-time resident of the City of Commerce, was the recipient of the 2013 Older American Recognition Award presented by the Los Angeles County Commission for Older Adults. The award was presented to Connie Ochoa at a reception hosted by the Los Angeles County Board of Supervisors on May 22, 2013.

ANALYSIS:

Connie Ochoa has been a resident of the City of Commerce for over 50 years. She worked as a Supervisor for the Department of Parks and Recreation here in the City of Commerce for 25 years. After retiring, Connie became very active in the community. Connie has served as a member of the Women's Club for over 30 years. More recently, Connie has been involved with the Lions Club in Commerce. She has also served as Vice President of the Commerce Social Club for 2 years and Vice President of the Senior Citizens Club of Commerce for the past 5 years. Connie is very active at the senior center and is fixture at all of our events. Connie has raised 7 children, 15 grandchildren and 36 Great Grandchildren. The City of Commerce is honored to have Connie Ochoa as a dedicated volunteer and resident.

FISCAL IMPACT:

This activity can 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. Miss Ochoa's involvement in several senior clubs and regular presence at the Senior Center helps motivate other seniors to get involved in senior programs. The organizational skills and leadership she brings to various clubs helps ensure a positive experience for other seniors involved in similar activities.


Recommended by:


Scott Wasserman
Interim Director of Parks and Recreation

Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to Form:


Eduardo Olivo
City Attorney

**COMMENDATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
HONORING
CONNIE OCHOA
FOR RECEIVING THE OLDER AMERICAN RECOGNITION
AWARD FROM THE LOS ANGELES COUNTY COMMISSION
FOR OLDER ADULTS AND FOR HER
SERVICE TO THE COMMUNITY**

Whereas, Connie Ochoa is receiving the Older American Recognition Award from the Los Angeles County Commission for Older Adults from the Los Angeles County Board of Supervisors for her outstanding dedication and service to the community; and

Whereas, Connie Ochoa is a dedicated mother of seven who raised her children in the City of Commerce where she has lived for more than 50 years; and

Whereas, Connie Ochoa established a history of serving her community during her 25 year career as a supervisor in the City's Department of Parks and Recreation, and by serving as a member of the Women's Club of Commerce for over 30 years; and

Whereas, Connie Ochoa, upon her retirement made a decision to continue serving her community as a dedicated volunteer and by investing her time in Commerce civic organizations, such as the Commerce Evening Lions Club; and

Whereas, Connie Ochoa has become an integral part of numerous community based organizations taking on leadership roles, such as President of the Commerce Social Club, as well as the Vice President of the Senior Citizens Club of Commerce; and

Whereas, Connie Ochoa, who has 15 grandchildren and 36 great grandchildren still maintains a constant presence at the Senior Center where she is active in many programs and activities; and

Whereas, Connie Ochoa is well known by her fellow seniors and residents for her ever present smile and her timeless passion for serving the people of the City of Commerce;

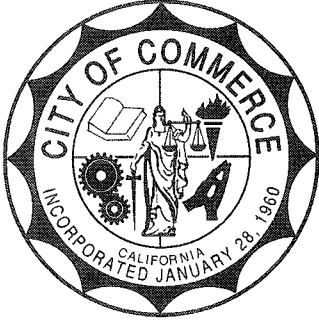
NOW, THEREFORE, THE CITY OF COMMERCE CITY COUNCIL COMMENDS CONNIE OCHOA FOR RECEIVING THE OLDER AMERICAN RECOGNITION AWARD FROM THE LOS ANGELES COUNTY COMMISSION FOR OLDER ADULTS. CONNIE'S COMMITMENT TO THE COMMUNITY HAS CONTRIBUTED GREATLY TO IMPROVING THE QUALITY OF LIFE FOR HER FELLOW RESIDENTS AND SERVES AS AN INSPIRATION TO US ALL.

Signed this 2nd day of July, 2013.

ATTEST:

Joe Aguilar
Mayor

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

Meeting Date: July 2, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, APPROVING THE AGREEMENT BETWEEN A-Z BUS SALES, INC. AND THE CITY, FOR THE USE OF A LOANER BUS

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On October 12, 2012, the City of Commerce approved a purchase agreement with A-Z Bus Sales through the California Association for Coordinated Transportation (CalACT) Vehicle Purchasing Cooperative for one (1) replacement Medi Ride van. The purchase was made using Federal Transit Administration (FTA) 5307 Capital and Local Transit Funds. The vehicle was scheduled to be delivered June 2013. The City was recently notified by the vendor that the delivery of the van would be approximately sixty (60) days behind schedule (August 2013).

ANALYSIS:

The delay in delivery is having a negative impact on transit operations. As such, the City requested the vendor to provide a loaner bus to the City until the new vehicle can be delivered. The loaner bus is at no cost to the City.

The City Attorney reviewed and approved the terms of the loaner bus agreement that was submitted by A-Z Bus Sales, Inc. In order to expedite this matter and minimize the impact to transit operations, the City Administrator, after consultation with the City Attorney, proceeded to execute the required agreement. The City Council needs to approve and ratify the Loaner Bus Agreement.

FISCAL IMPACT:

This activity can be carried out without impacting the current operating budget.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item relates to the 2012 strategic planning goal: "review and update services and activities to increase efficiency", as the proposed recommendation outlined in this report assists in mitigating the City's transportation operating and capital equipment replacement costs.

Recommended by:


Claude McFerguson
Director of Transportation


Respectfully submitted,


Jorge Rifa
City Administrator

Budget Impact Review by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

Attachments: A-Z Bus Sales, Inc. Agreement
 California JPIA Insurance Correspondence

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE AGREEMENT BETWEEN A-Z BUS SALES, INC.
AND THE CITY FOR THE USE OF A LOANER BUS

WHEREAS, on October 12, 2013, the City of Commerce (City) approved a purchase agreement with A-Z Bus Sales for one (1) replacement Medi Ride Van; and

WHEREAS, the vehicle was scheduled to be delivered in June 2013, however the vendor advised the City that the delivery of the van would be sixty (60) days behind schedule, August 2013; and

WHEREAS, this delay has caused a negative impact on City transit operations. As a result, the City has requested the vendor to provide a loaner bus to the City until the new vehicle is delivered; and

WHEREAS, in order to expedite this matter and minimize the impact to transit operations, the City Administrator, after consultation with the City Attorney, proceeded to execute the required agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE AS FOLLOWS:

SECTION 1: The City Administrator's signature on the Agreement between the City of Commerce and A-Z Bus Sales, Inc. for the use of a loaner bus is hereby approved and ratified.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



A-Z Bus Sales, Inc.

1900 South Riverside Avenue • Colton, CA 92324 • 951-781-7188 Office • 951-781-4905 Fax
3418 52nd Avenue • Sacramento, CA • 95823 • 916-391-1092 Office • 916-391-1093 Fax
www.a-zbus.com

June 19, 2013


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

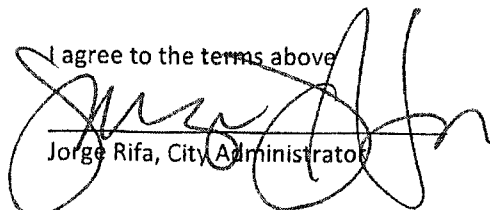
Mr. Rifa,

Thank you for your interest in the CNG Glaval Entourage and A-Z Bus is happy to lend you the bus for evaluation. Here are some terms which protect us both. If agreed, please sign this page and fax back to (951) 781-1709.

- The City will keep the bus insured for at least 5 million including Auto and GL. The City will provide AZ Bus with a Certificate of Insurance with AZ Bus named as additional insured. A-Z Bus will remain additional insured while the City has possession of the bus.
- Only eligible and qualified drivers who are properly licensed and employees of the city may operate the bus.
- The City will limit the use to 3500 miles over the next 45 days, and 100 miles per day thereafter.
- The bus will be serviced before delivery and that date is the start date of the service interval.
- The next service is required at 4500 miles or 45 days, whichever comes first. This service is an A Type minimal inspection and does not require brake replacement, transmission or other heavy component service, except for maintenance required to keep the bus in good operating condition.
- All maintenance is the responsibility of the City. Note most of the bus is under warranty.
- The City can perform and be paid for warranty work if required, on the body, AC and Lift. This is per our outside warranty terms policy.
- The bus will be turned back to us in the same condition as when delivered, wear and tear excepted.
- If the bus requires maintenance which cost over \$200, please allow me notice before hand by email.

Jorge, I really appreciate your business.


Brian Hunt
Transit Sales
Cell (951) 203-6671
Bhunt@A-ZBus.com

I agree to the terms above

Jorge Rifa, City Administrator



June 26, 2013

Brian Hunt
A-Z Bus Sales, Inc.
1900 S. Riverside Ave
Colton, CA 92324

Member Name:	City of Commerce
Additional Protected Party:	A-Z Bus Sales Inc
Activity:	Loan of CNG Glaval Entourage Bus for evaluation.
Coverage Period:	From 12:01 AM on 6/26/2013 to 11:59 PM on 9/30/2013

The City of Commerce (Member) along with other California public agencies, is a member of the California Joint Powers Insurance Authority (California JPIA), and participates in the following self-insurance and commercial insurance program that is administered by the California JPIA for its members:

General Liability Program, Including Automobile Liability	
Coverage Limit:	\$5,000,000 per occurrence
Annual Aggregate Limit:	\$5,000,000

On behalf of the Member, the California JPIA agrees to include the above-named additional Protected Party as a Protected Party under the Memorandum of Liability Coverage for the liability protection program, subject to the above-stated limits, but only for "Occurrences" arising out of the described activity, during the described Coverage Period, and where required under the terms of a written agreement between the Member and the additional Protected Party. The California JPIA will endeavor to provide at least thirty (30) days notice of any change in the foregoing information. If the written agreement requires, coverage shall be primary.

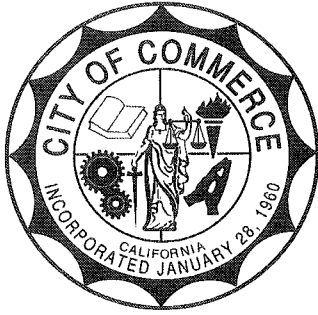
Coverage is subject to all the terms, Definitions, Exclusions, Conditions and Responsibilities of the Memorandum of Liability Coverage and the Limits of Coverage stated above.

Sincerely,

Jim Thyden
Insurance Programs Manager

cc: Linda Kay Olivieri, City Clerk, City of Commerce
Claude McFerguson, Director of Transportation, City of Commerce

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY
8081 MOODY STREET, LA PALMA, CA 90623 TEL (562) 467-8700 FAX (562) 860-4992



AGENDA REPORT

DATE: July 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING THE ADOPTION OF THE GATEWAY INTEGRATED REGIONAL WATER MANAGEMENT PLAN DATED JUNE 2013

RECOMMENDATION:

Approve the Resolution authorizing the adoption of the Gateway Integrated Regional Water Management Plan dated June 2013 and assign the number next in order.

MOTION:

Approve the recommendation.

BACKGROUND/ANALYSIS:

The Gateway Region formed a Joint Powers Authority (Gateway JPA) in 2007 to maximize opportunities to integrate water management activities such as water supply reliability, water quality, environmental stewardship, and flood management. The Gateway JPA is a Regional Water Management Group recognized by the State of California Department of Water Resources. There are currently 25 active member agencies in the Gateway JPA including cities, water agencies and not-for-profits. Policy direction for the Gateway JPA is provided by a Board of Directors consisting of the member agencies. Each member agency appoints one representative staff member and one alternate to the board. The City of Commerce joined in February 2010. The boundary of the region and current members of the Gateway JPA, now known as the Gateway Water Management Authority (GWMA), is depicted in the enclosed map.

Similar demographics and water management objectives among member agencies offered an opportunity to work jointly to address common issues and goals through an Integrated Regional Water Management (IRWM) process. Further, Proposition 84 granted the GWMA \$950,000 to fund the development of the Gateway Integrated Regional Water Management Plan (IRWMP) pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resources Code Section 75001 et seq). The GWMA contributed a required 25% local match.

IRWM Process

The IRWM is a collaborative effort to manage all aspects of water resources in a region. IRWM crosses jurisdictional, watershed, and political boundaries; involves multiple agencies, stakeholders, individuals, and groups; and attempts to address the issues and differing perspectives of all the entities involved through mutually beneficial solutions. During the past 18 months, stakeholders within the Gateway, including the City of Commerce, worked jointly to develop an IRWMP.

The Goals of the IRWMP include:

- Protect and enhance water quality,
- Optimize and ensure water supply reliability, and
- Provide stewardship of the Region's water dependent natural resources through enhancement of amenities and infrastructure.

Stakeholders and Outreach

A Stakeholder Group was formed of member agency representatives to provide recommendations to the GWMA on important decisions and to help guide the IRWMP process. Stakeholders included cities, water districts, water companies, water wholesalers and groundwater suppliers, wastewater agencies, watershed-based environmental advocates, watershed organizations, and State and federal agencies. Special emphasis and techniques were employed in the outreach plan to provide disadvantaged communities (DACs) with the opportunity to participate as stakeholders. Communication efforts were active, current, dependable, and provided an opportunity for a two-way dialog for all participants.

Stakeholders compiled and finalized the Goals and Objectives of the IRWMP by consensus and then advanced the list to GWMA for final review and unanimous adoption in April 2012. Further, on April 15, 2013, a 30-day public comment period was opened for the draft Gateway IRWMP. On May 1, 2013, a public meeting was held at Progress Park Plaza in the City of Paramount. In addition to two press/blog articles written on the Gateway IRWMP following the public meeting, the draft Plan was also noticed in the Long Beach Telegram and the Whittier Daily News.

Studies

To inform stakeholders of possible issues, a consulting team performed technical studies on groundwater and water quality, storm water and flooding, and water supply and demand for the Region. Those studies identified the location and extent of groundwater and flooding issues, suggested additional monitoring, recommended Best Management Practices (BMPs) for storm water issues and confirmed the Region's water supply was generally adequate through 2030.

Projects

Stakeholders were asked to suggest projects for the IRWMP that would meet the IRWMP goals. Projects were solicited beginning in late June 2012 and continuing until December. The full list of projects is included in the IRWMP. The projects generally span the geographical extent of the Gateway Region and project types were generally well distributed with water quality as the predominate project type. Seventy-three (73) projects were collected, reviewed, and ranked by a Technical Review Team in which the City of Commerce participated (attached). The GWMA adopted the Project Review Criteria used to evaluate and rank projects as required by the California Department of Water Resources IRWMP Guidelines. Fifteen of the 25 members of GWMA submitted project ideas for the IRWMP including the City of Commerce for a joint project among thirteen cities to complete the installation of catch basin screens. The City has 85 catch basins without screens. The total estimated project cost is \$5,338,454 for thirteen cities.

Several program "alternatives" resulted from bundling complementing projects, including Water Systems Interties, Well Rehabilitation, Recycling and Conservation, Outfall Monitoring, Improving Catch Basins, Infrastructure Replacement, Groundwater Treatment, and Treatment of Low Flow Drainage. These programs were further advanced as regional projects and analyzed for benefits and impacts. The IRWMP also looked at compatibility and impacts of projects to neighboring IRWMP regions. The final project ranking can be found in Appendix C of the IRWMP.

An Executive Summary of the IRWMP is attached. Additional information and a full copy of the Gateway IRWMP are available at www.gatewayIRWMP.org.

IRWMP Adoption

The GWMA Board of Directors adopted the IRWMP on June 13, 2013. The GWMA requested member agency support by adopting the IRWMP. Specific stakeholders who included projects in the IRWMP must adopt the Gateway IRWMP in order to qualify for funding (\$5,338,454 for catch basin screens) under the Implementation Grant Application the GWMA recently submitted to the California Department of Water Resources. They include:

Artesia, Bellflower, Bell Gardens, Central Basin MWD, Commerce, Downey, Hawaiian Gardens, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Signal Hill, South Gate, and Vernon.

Staff recommends that the City Council adopt the Gateway Integrated Regional Water Management Plan dated June 2013 in order to qualify for funding under the Implementation Grant Application the GWMA recently submitted to the California Department of Water Resources.

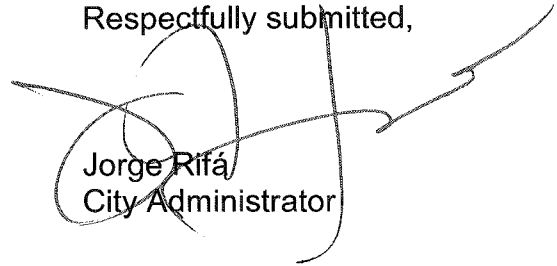
FISCAL IMPACT:

There is no adverse fiscal impact in adopting the IRWMP.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This agenda report item complies with the goal to *Protect and Enhance Quality of Life in the City of Commerce.*

Respectfully submitted,



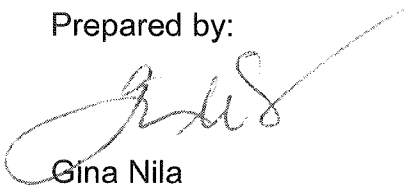
Jorge Rifá
City Administrator

Recommended by:



Patrick Malloy
Special Assistant to the City Administrator

Prepared by:



Gina Nila
Environmental Services Manager

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

- Attachments:** Resolution
Gateway Water Management Authority Region Boundary Map
Gateway Integrated Regional Water Management Plan Executive Summary
Project Ranking Summary

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE
AUTHORIZING THE ADOPTION OF THE GATEWAY INTEGRATED REGIONAL
WATER MANAGEMENT PLAN DATED JUNE 2013**

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) is comprised of cities and other government agencies interested in maximizing opportunities to integrate water management activities such as water supply reliability, water quality, environmental stewardship, and flood management; and

WHEREAS, the GWMA is a Regional Water Management Group recognized by the State of California Department of Water Resources; and

WHEREAS, Proposition 84 provided funding used to develop the Gateway Integrated Regional Water Management Plan (IRWMP) pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code (PRC) Section 75001 et seq.); and

WHEREAS, the GWMA contributed the required 25% local match; and

WHEREAS, the GWMA has developed the Gateway Integrated Regional Water Management Plan through an open, participatory, and collaborative public process; and

WHEREAS, the GWMA developed a list of projects for inclusion in the IRWMP; and

WHEREAS, the projects generally span the geographical extent of the Gateway Region and project types were generally well distributed with water quality as the predominate project type; and

WHEREAS, the City of Commerce actively supports and is a member the GWMA; and

WHEREAS, the City of Commerce has been an active stakeholder, contributor, and participant in the development of the Gateway Integrated Regional Water Management Plan;

WHEREAS, the GWMA Board of Directors adopted the IRWMP on June 13, 2013 and requested member agency support by also adopting the IRWMP; and

WHEREAS, specific stakeholders who included projects in the IRWMP, including the City of Commerce, must adopt the Gateway IRWMP in order to qualify for funding (\$5,338,454 for catch basin screens) under the Implementation Grant Application the GWMA recently submitted to the California Department of Water Resources.

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

Section 1. In accordance with California Department of Water Resources IRWMP Implementation Grant Application requirements and in support of the GWMA's regional water management efforts, the City of Commerce hereby approves and adopts the GWMA IRWMP dated June 2013.

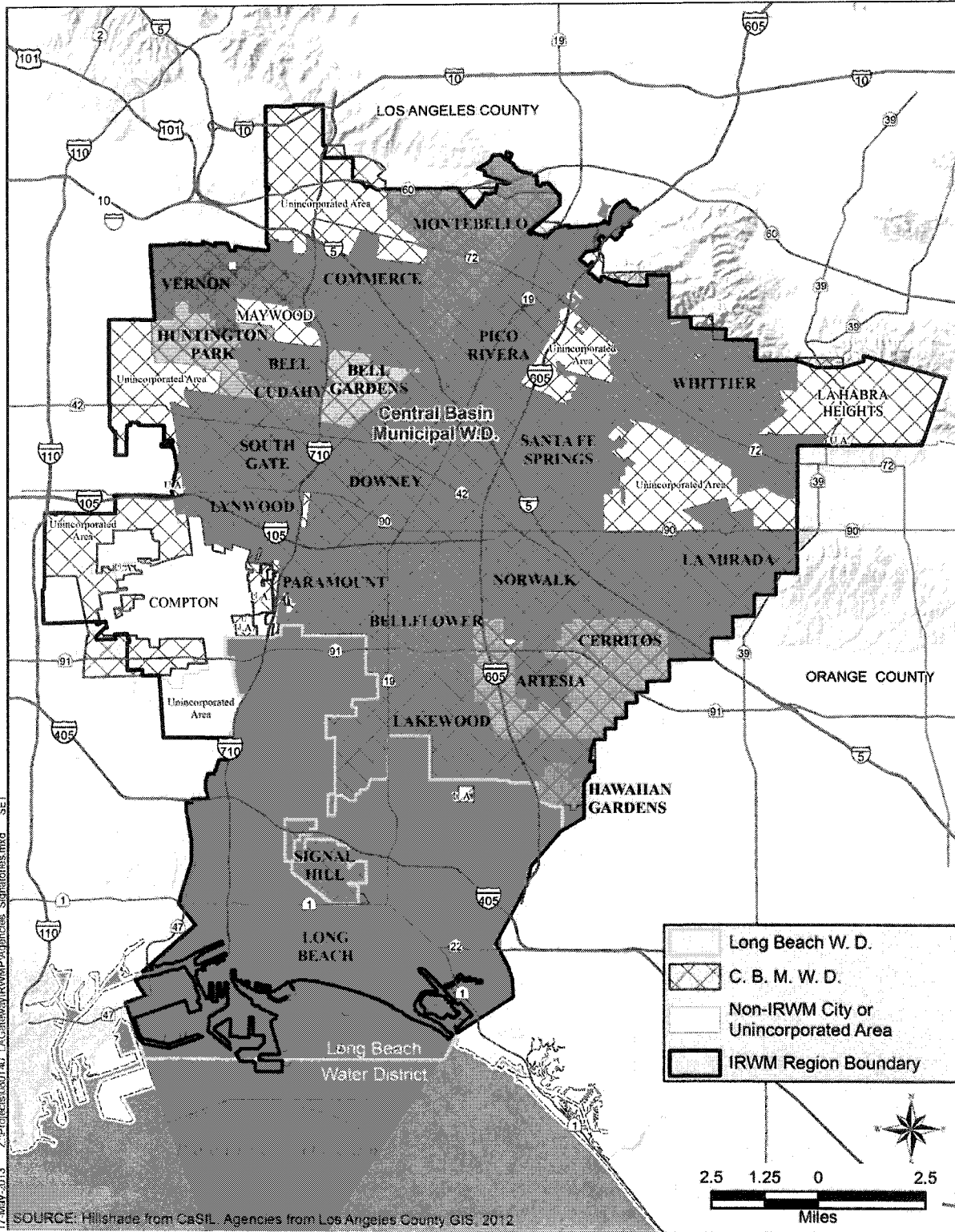
PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2013.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

Gateway Water Management Authority Region Boundary



Gateway Integrated Regional Water Management Plan

Executive Summary

Gateway Water Management Authority Members

City of Artesia
 City of Bell
 City of Bell Gardens
 City of Bellflower
 Central Basin Municipal Water District
 City of Cerritos
 City of Commerce
 City of Cudahy
 City of Downey
 City of Huntington Park
 City of La Mirada
 City of Lakewood
 City of Long Beach
 Long Beach Water Department
 City of Lynwood
 City of Montebello
 City of Norwalk
 City of Paramount
 City of Pico Rivera
 City of Santa Fe Springs
 City of Signal Hill
 City of South Gate
 City of Vernon
 City of Whittier
 Ex-Officio Participant:
 City of Hawaiian Gardens

The cities of the Los Angeles Gateway Region (Gateway Region), water agencies, and interested parties are developing an integrated regional water management plan (IRWMP). These cities share water resources, have common water quality, water supply, and storm runoff problems and issues, and are demographically similar. These common traits provide a unique opportunity to jointly find common, integrated, and coordinated solutions for the region's water-related issues through the IRWMP process. The Gateway Region formed an official joint powers authority (JPA) under California law to steer its planning efforts and provide solid governance for plan development and implementation.

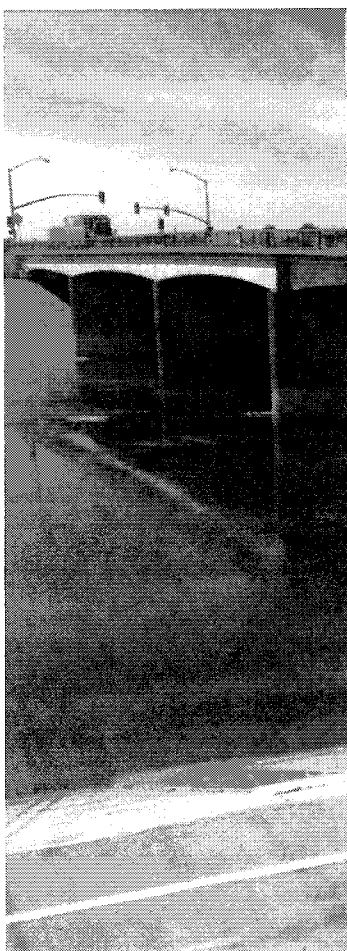
There are currently 25 signatories to the JPA, and they are actively engaging in both stakeholder and public outreach programs and expanding JPA membership. The map on page 8 shows the boundary of the Region and the current cities that are participating in the JPA. The JPA is now officially known as the Gateway Water Management Authority (GWMA).

This Plan is being produced and sponsored by GWMA, funded in part through a Proposition 84 IRWMP Planning Grant from the California Department of Water Resources (DWR). The development program is being administered by GWMA Executive Officer, Grace Kast. The Plan Consultant Team is led by GEI Consultants, Inc.

Additional information and a full copy of the Public Review Draft Gateway IRWMP are available at www.gatewayIRWMP.org.

IRWMP Process

Integrated Regional Water Management (IRWM) is a collaborative effort to manage all aspects of water resources in a region. IRWM crosses jurisdictional, watershed, and political boundaries; involves multiple agencies, stakeholders, individuals, and groups; and attempts to address the issues and differing perspectives of all the entities involved through mutually beneficial solutions. The Gateway IRWMP development process began in Early 2012.



The Gateway IRWMP development process has the following major steps:

1. Gather information on the Region's water management
2. Define the Region's water problems
3. Suggest strategies that will help alleviate those issues
4. Brainstorm projects that will implement those strategies
5. Filter the projects to make sure the projects are feasible, integrated so that they are both compatible with and complementary of other suggested or existing projects, do not adversely affect certain populations, and meet other requirements
6. Prioritize filtered projects for implementation
7. Develop a procedure to implement projects collectively
8. Determine methods and tools to monitor implementation of the projects within the IRWMP as well as the overall plan
9. Complete a written Plan
10. Adoption of the Plan by GWMA and member agencies.

Stakeholders and Outreach

Decisions for the GWMA are made by the GWMA Board, made up of member agency representatives. Each member agency is allowed one representative on the governing board with one vote. A diverse Stakeholder Group has also been formed to provide recommendations to the GWMA on important decisions and to help guide the IRWMP process. GWMA members also participate directly in stakeholder meetings. Stakeholders include cities, water districts, water companies, water wholesalers and groundwater suppliers, wastewater agencies, watershed-based environmental advocates, watershed organizations, and State and federal agencies.

GWMA has continuously conducted outreach to Stakeholders since its formation so that they can be included in the IRWMP process. This includes individual invitations, public notices, public meetings, and open monthly and special GWMA meetings. An Outreach Plan for the Gateway IRWMP was developed and adopted by the GWMA Board in May 2012 which included finalizing IRWMP messaging, developing a basic flyer in English and Spanish, creating an editable design piece, and producing a newsletter, among other steps. Special emphasis and techniques were employed in the outreach plan to provide disadvantaged communities (DACs) with the opportunity to participate as stakeholders or individually as members of the public even though they may already be represented by a city representative to the GWMA. While the Region has no tribal reservations or facilities, tribal representatives were included in all meeting correspondence to stakeholders. Communication efforts were active, current, dependable, and provided an opportunity for a two-way dialog for all participants.

Public and Disadvantaged Community Outreach Plan

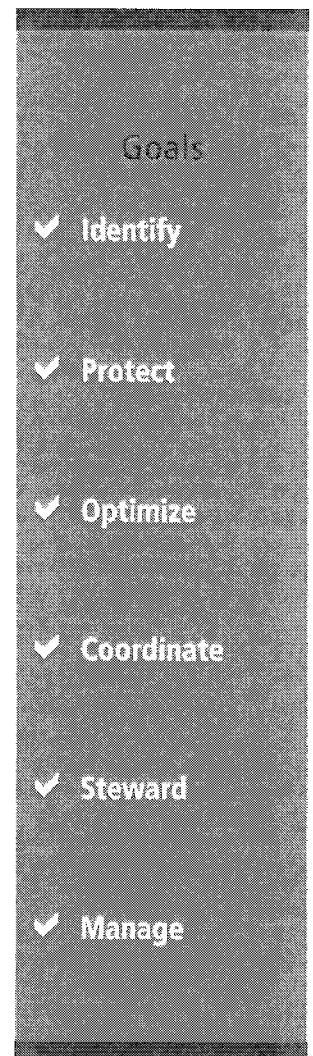


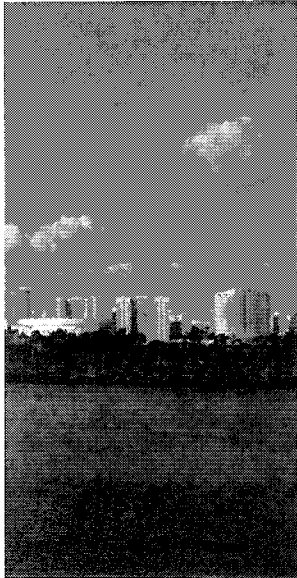
Goals and Objectives

Stakeholders compiled and finalized the Goals and Objectives of the IRWMP by consensus and then advanced the list to GWMA for final review and unanimous adoption on April 12, 2012.

Gateway Region IRWM Plan Goals and Objectives

- Identify and address the water dependent natural resources needs of the Gateway Region Watersheds.
 - Objective:* Attain required TMDL levels in accordance with their individual schedules.
 - Objective:* Effectively reduce major sources of pollutants and environmental stressors in the region.
- Optimize and ensure water supply reliability.
 - Objective:* Continue and enhance water use efficiency measures to meet 20 X 2020 per capita water use targets.
 - Objective:* Expand regional water recycling facilities and recycled water distribution to help provide reliable water sources.
 - Objective:* Systematically upgrade aging water infrastructure in the Region.
- Coordinate and integrate water resource management.
- Provide stewardship of the Region’s water dependent natural resources through enhancement of amenities and infrastructure.
 - Objective:* Create habitat, open space, and water-based recreational opportunities in the Region.
- Manage flood and storm waters to reduce flood risk and water quality impacts.
 - Objective:* Install or optimize water monitoring to effectively manage storm water in the Region. Obtain, manage, and assess water resources data and information.





Studies

To inform stakeholders of possible issues, the Consulting Team performed technical studies on groundwater and water quality, storm water and flooding, and water supply and demand for the Region. Those studies identified the location and extent of groundwater and flooding issues, suggested additional monitoring, recommended Best Management Practices for stormwater issues and confirmed the Region’s water supply was generally adequate through 2030.

The effect of climate change on the Region’s water resources was analyzed. Climate may alter the water demand in the region, raise sea levels, or effect the imported water supply. The analysis also looked at the vulnerability of water supply, ecology, and water-energy relationships and Greenhouse Gas (GHG) emission. Projects suggested for inclusion of the IRWMP were each reviewed for climate change issues and vulnerabilities.

Strategies and Projects

An important and necessary step in the IRWMP process is to formulate strategies that will be effective in addressing critical water needs and issues for the region. Stakeholders recommended twenty-three Water Management Strategies be considered, including flood management, conjunctive use, ecosystem restoration, groundwater management, storm water capture and management, water recycling, watershed planning and water conservation.

Stakeholders

recommended
twenty-three water
management strategies

73 Water Management Projects

were suggested for
the Region

Stakeholders were asked to suggest projects for the IRWMP that would apply the water management strategies and meet the IRWMP goals. Projects were solicited beginning in late June 2012 and continuing until September. The full list of projects is included in Appendix C of the IRWMP. Seventy-three (73) projects were collected, reviewed, and ranked by a Technical Review Team of eight individuals; each assigned various scores based on their expertise. The GWMA adopted the project review criteria used to evaluate and rank projects as required by the DWR IRWMP Guidelines. The ranking criteria included project feasibility, environmental justice, climate change, DAC effects, and integration. Reviews also evaluated how well the project addressed goals of the plan, state preferences and State priorities, cost effectiveness, timeliness, and regional benefits.



Fifteen of the 25 members of GWMA submitted project ideas for the IRWMP. The projects generally span the geographical extent of the Gateway Region. Project types were varied, but the predominate project type was water quality. The final project ranking can be found in Appendix C of the IRWMP.

Projects were also evaluated by the Technical Team in an “integration” step to make sure that:

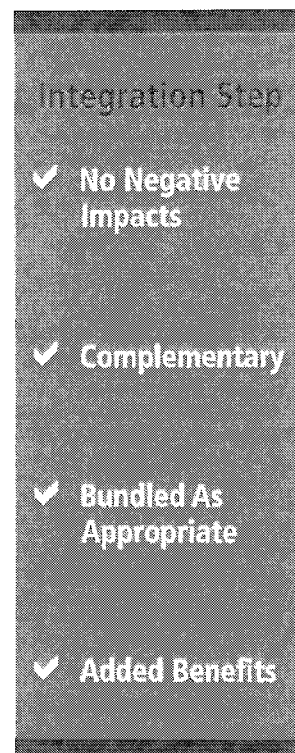
1. Projects do not adversely impact one another, or current water management systems
2. Projects complement each other and improve the benefits beyond those developed from individual projects
3. Single benefit and similar projects are appropriately bundled into more comprehensive and collective regional program alternatives to save effort and cost in administration, permitting, planning, and design-construction and generally make them ready for funding opportunities
4. The plan considers merging or adding parts or components of projects that would further increase benefits

Several program “Alternatives” resulted from bundling complementing projects, including Systems Interties, Well Rehabilitation, Recycling and Conservation, Outfall Monitoring, Improving Catch Basins, Infrastructure Replacement, Groundwater Treatment, and Treatment of Low Flow Drainage. These programs were further advanced as regional projects and analyzed for benefits and impacts. The integration step also looked at compatibility and impacts of projects from neighboring IRWMP regions on Gateway projects.

Coordination between other water planning and non-water related planning efforts is considered in the Plan. The IRWMP must align with land use and water planning within the Region, water planning in neighboring regions, and planning with various State, federal, and local agencies.

The IRWMP includes a discussion of potential impacts and benefits of IRWMP implementation, including both impacts and benefits within the IRWM Region, between regions, and those directly affecting DACs and Environmental Justice related concerns. It also includes discussion of how the effects of individual projects are to be addressed by project proponents and the compliance and approach to meeting California Environmental Quality Act requirements.

Implementation of the IRWMP will require money. Funding alternatives and opportunities are discussed in the Plan, both in the local government level and in the form of grants and loans from federal and State sources. A chart of past and current funding programs is provided.

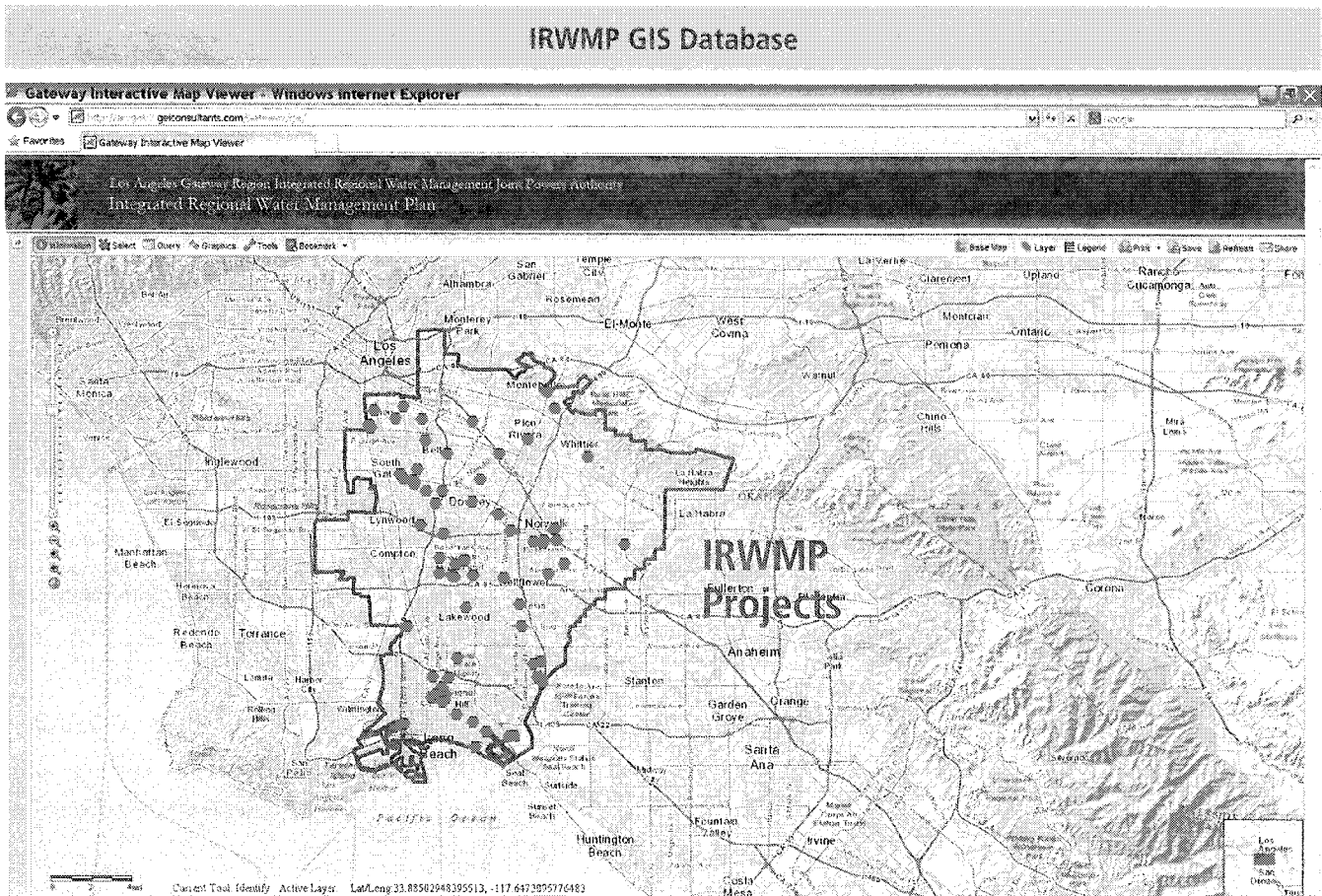




Data Management

Data for the IRWMP is managed with a web-enabled, Geographical Information System (GIS) database tool. The tool's map viewer is linked to a database that allows storage and display of layers of information, such as groundwater levels, project sites, demographic information, city/county/district boundaries as well as geo-referenced reports, texts, memoranda, and other documents. This information can be easily retrieved for use and analyzed to help identify project impact benefits to water resources. The Plan contains a user manual and examples of common data retrieval. The tool can be found at <http://arcgis02.geiconsultants.com/gateway2/gis/>.

The IRWMP standards require that Plans include performance measures and monitoring to document progress toward meeting plan objectives. The Gateway IRWMP includes a Plan Performance and Monitoring strategy to document how the IRWMP objectives are to be measured, how the program alternatives are being implemented to meet the objectives; and that the anticipated IRWMP benefits are being delivered. As a living document, the IRWMP also includes general procedures for major or minor updates to the plan.



IRWMP Conclusions include:

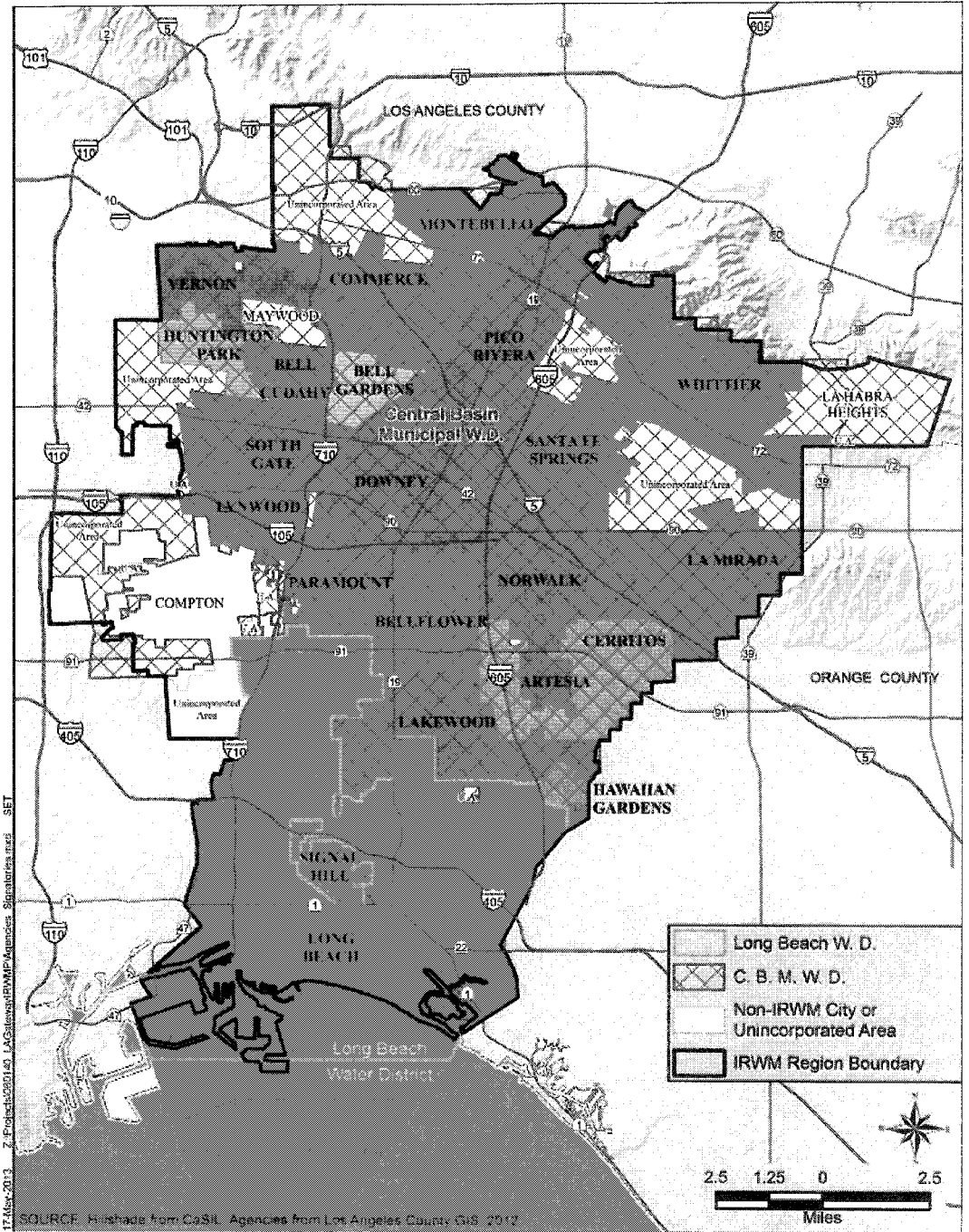
- GWMA has led an open, participatory, collaborative public process for the development of the Gateway IRWMP. A stakeholder group was formed to make recommendations to the GWMA and guide the process.
- Stakeholders formulated a list of Goals and Objectives that were adopted by the GWMA to address the major water management issues in the Region, including water quality protection and enhancement, water supply reliability, flooding, storm water management, and environmental stewardship.
- The IRWMP process included studies on groundwater supply, groundwater quality and monitoring, storm water and flooding, water supply and demand, and climate change.
- A wide range of projects were suggested and incorporated in the plan to carry out water management strategies addressing IRWMP Goals and Objectives. Project Alternatives provide regional solutions for regional problems.
- Coordination with other planning efforts, effective communications, and plan performance monitoring are important continuing steps for GWMA in the ongoing effective management of the Gateway Region's water resources.

IRWMP Recommendations include:

- GWMA should continue to coordinate regional water management efforts and be active in implementing solutions to water management issues.
- Update Projects list as necessary and as grant opportunities are identified.
- Address Municipal Separate Storm Sewer Systems (MS4) Permit/Order Watershed Monitoring and Reporting Program.
- Define Funding and a finance plan for taking actions to cost effectively implement actions and best management practices to comply with orders and requirements.
- The GWMA should continue to provide leadership to influence local water planning and develop unified positions to other regional water management entities to ensure economic justice and the fair distribution of grants, program funding and projects.



Gateway
Integrated
Regional Water
Management
Plan Region



For More Information

For additional information, please contact
 Bill Bennett, Project Consultant, by calling (916) 631-4564 or
 sending an e-mail to bbennett@geiconsultants.com
 or Grace Kast, Executive Officer, by calling (562) 663-6850 or
 sending an e-mail to gracekast.gateway@gmail.com.

You may also refer to our website at www.gatewayirwmp.org

Project Ranking

RANK	ID	PROJECT TITLE	Score
1	39	Fernwood Water Improvement Park	186
2	63	Willow Springs Habitat Enhancement, Trail Improvement and Water Quality Improvements	168
3	32	West San Gabriel River Parkway Phase 3 Development	163
4	17	Outfall Monitoring	144
5	24	Bellflower NPDES Permit and TMDL Compliance Storm water Improvements	139
6	21	Shallow Wells Abandonment	133
7	33	Catch Basin Trash Inserts and Face Plate Screens	132
8	51	Cesar Chavez Park Recycled Water irrigation Project	127
9	37	Disadvantaged Communities Schools Retrofit Program	126
10	1	Pico Rivera Emergency Intertie	123
17	64	Citywide Parks Irrigation System Upgrades	117
12	44	Optimization of Strategies to Reduce Storm water Impacts on Surface Water Quality based on Cost-Effectiveness	121
11	66	El Dorado Park Duck Pond Water Quality and Habitat Improvements	123
13	7	Los Angeles River Estuary Bacteria TMDL - Southeast Area Low Flow Diversion	118
13	9	Los Cerritos Channel Metals TMDL - Low Flow Diversion	118
15	22	Small System Infrastructure Rehabilitation Project	118
16	15	Norwalk Park Reservoir and Booster Pump Station	118
18	8	Los Angeles River Estuary Bacteria TMDL - Southwest Area Low Flow Diversion	117
28	65	El Dorado Nature Center Lakes Water Quality and Water Conservation	107
19	3	Furman Park/Rio Hondo Elementary School Recycled Water Main Extension and Irrigation System Improvement Project	116
20	61	Pico Rivera 1.5 Million Gallons Reservoir	115
21	18	Pilot Plant for Treatment of Los Angeles River Water	112

Project Ranking

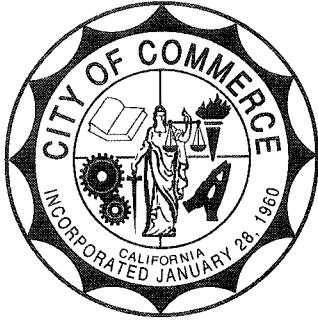
RANK	ID	PROJECT TITLE	Score
22	11	New Groundwater Well	111
22	19	Potable Water Interconnections- Bloomfield x Hayford and Pioneer x Lakeland	111
24	60	Treatment of Low Flow and First Flush Storm water Discharges - Termino Drain	110
26	52	Firestone Blvd. Median Project	107
25	59	Chittick Field	109
26	67	El Dorado Regional Park Water Quality & Water Conservation	107
29	34	Cha'wot Open Space Preservation and Storm water Runoff Reduction	106
30	16	Norwalk Water Main/Meter Replacements - Gridley to Maidstone	105
32	6	Installation of Catch Basin - Screening Devices (ARS/CPS)	103
33	2	Advance Groundwater Wellhead Treatment Facility	101
34	31	Well 21 Conversion Project	100
31	69	Long beach Urban Runoff Recycling Facility (LBURRF)	104
35	50	Vernon Outfall Monitoring Project	99
36	35	City of Signal Hill Recycled Water System	97
36	70	The Los Cerritos, San Gabriel River and Alamitos Bay Outfall Trash Collectors	97
39	13	Bellflower Municipal Water Distribution System Reconstruction	95
40	53	South Gate Park Recycled Water Conversion project	94
41	54	Tree Well Dry Weather Runoff and First Flow Storm water Capture/TMDL Project	94
38	62	Long Beach Graywater Program	96
42	48	Vernon Catch Basin Trash Inserts and Face Plate Screen Project	93
43	23	Splash Pad/Spray and Wading Pool Retrofit	90
44	36	Coyote Creek Irrigation Runoff Reduction Program	90
45	38	Emergency Water Connection Improvements	90

Project Ranking

RANK	ID	PROJECT TITLE	Score
46	5	Hermosillo Park Well - Well No. 9 and water mains	88
48	72	Construct Bioswales/Landscaping in various locations in Long Beach	85
47	71	The Los Cerritos, San Gabriel River and Alamitos Bay Low Flow Diversion System	87
51	73	Pump Station Vortex Separation System (VSS) Devices	80
49	20	SCADA and Automation	81
50	14	New Water Well	81
52	12	New Water Well	79
53	30	Storm Drain Improvements in the City of La Mirada	78
54	45	57th Street Storm Drain Improvement Project	78
55	46	55th Street Storm Drain Improvement Project	78
57	10	MWD West Coast Feeder Connection and Transmission Main	76
56	68	El Dorado Nature Center Lake Dredging and Leak Repair	78
58	4	Groundwater Well Supply Reliability Project	75
59	47	District Boulevard Storm Drain Improvement Project	74
60	58	Well 28 Reservoir and Booster Pump Station	73
61	49	Production Well 22	72
62	25	Storm Drain Improvement Project Zone 4	72
63	29	Storm Drain Improvement Project Zone 7	70
64	55	Well 25 Replacement	69
65	26	Storm Drain Improvement Project Zone 2	69
65	27	Storm Drain Improvement Project Zone 3	69
67	28	Storm Drain Improvement Project Zone 6	58
68	57	Water SCADA Energy Savings Automation Project	46
69	56	Storm Drain Improvements- The Manor and Salt Lake and Wood Avenues.	43

Project Ranking

RANK	ID	PROJECT TITLE	Score
70	43	Addition of 1,4-Dioxane Treatment for Ground Water Extracted from the Central Basin	40
71	41	Addition and/or Expansion of Arsenic Treatment for Ground Water Extracted from the Pressure Zone of the Central Basin	39
71	42	Addition and/or Expansion of Color Treatment for Ground Water Extracted from the Pressure Zone of the Central Basin	39
73	40	Monitoring of Activities Surrounding the Omega Chemical Corporation Superfund Site	38



AGENDA REPORT

DATE: July 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PARTICIPATION AGREEMENT WITH THE INTERNATIONAL INSTITUTE OF LOS ANGELES REGARDING THE IMMEDIATE NEEDS TRANSPORTATION PROGRAM

RECOMMENDATION:

Approve and adopt the Resolution approving a Participation Agreement with the International Institute of Los Angeles regarding the immediate Needs Transportation Program and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

The City has participated in the Immediate Needs Transportation Program since 1998. This program allows the City to distribute and allocate a certain amount of transportation tokens once per month to community members that need assistance with transportation tokens to access public benefits or services related to health care, mental health, job search, shelter and others deemed necessary. The participating individuals must meet the minimum eligibility guidelines that are set forth by L.A. County Metropolitan Transportation Authority (MTA).

Staff recommends that the City continue to participate in this program in order to provide assistance to community members that need access to public benefits or services. The agreement will be effective on July 1, 2013 and terminate on June 30, 2014.

Section 10 of the Participation Agreement provides that the City "[a]grees to screen and document information for each client participating in the INTP (Immediate Needs Transportation Program), ensuring they meet the minimum eligibility guidelines set forth in Metro." Section 11 of the Participation Agreement provides that, "Tokens, coupons, and vouchers are to assist clients and community members to access public benefits or services related to health care, mental health, job search, shelter and other services/activities deemed necessary according to the program guidelines."

Pursuant to Section 4 of the agreement, "The Participating Agency will maintain accurate complete IILA/FAC client user log sheets for all tokens, coupons, and vouchers disbursed under the INTP program." Section 5 of the Participation Agreement provides that the city will provide original copies of the monthly reports and client log sheets by the 5th day of the month for the preceding month.

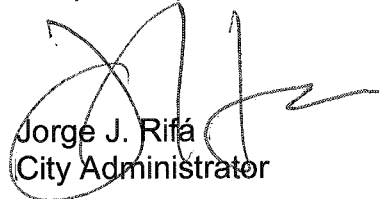
FISCAL IMPACT:

This activity can be carried out without additional impact to the City's current operating budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This report relates to the 2009 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce, as it relates to a social services issue of concern."

Respectfully submitted,



Jorge J. Rifa
City Administrator

Recommended by:




Loretta Gutierrez
Director of Safety and Community Services

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Reviewed as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING A PARTICIPATION AGREEMENT WITH THE INTERNATIONAL
INSTITUTE OF LOS ANGELES REGARDING THE IMMEDIATE NEEDS
TRANSPORTATION PROGRAM

WHEREAS, the City of Commerce (City) recognizes that some Community members need assistance with transportation tokens to access public benefits or services related to health care, mental health, job search, shelter and others deemed necessary in accordance with guidelines; and

WHEREAS, the City's participation with the International Institute of Los Angeles in the Immediate Needs Transportation Program will allow the City to distribute an allocated amount of transportation tokens once per month, to community members who meet the minimum eligibility guidelines set forth by the L.A. County Metropolitan Transportation Authority; and

WHEREAS, the City Council desires to continue participating with the International Institute of Los Angeles in the Immediate Needs Transportation Program.

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

Section 1. The Participation Agreement between the City of Commerce and the International Institute of Los Angeles is hereby approved. The Mayor is hereby authorized and directed to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013, at Commerce, California.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



International Institute
of Los Angeles

IMMEDIATE NEEDS TRANSPORTATION PROGRAM

PARTICIPATION AGREEMENT

JULY 1, 2013 – JUNE 30, 2014

International Institute of Los Angeles has approved:

City of Commerce Community Services Department

for participation in the *Immediate Needs Transportation Program (INTP)*.

Under this agreement, the Participating Agency agrees that:

1. The Participating Agency will use the monthly allocation of tokens, coupons, and/or vouchers only for the purpose specified within this Participation Agreement and INTP Guidelines.
2. IILA/FAC reserves the right to adjust the Participating Agency's monthly token, coupon, and voucher allocation based on their monthly utilization and program compliance.
3. Tokens, coupons, and vouchers are not transferable by the Participating Agency to any other organization without the prior written permission of a IILA/FAC Representative.
4. The Participating Agency will maintain accurate complete IILA/FAC client user log sheets for all tokens, coupons, and vouchers disbursed under the INTP program. IILA/FAC reserves the right to request IILA/FAC client user log sheets on a monthly basis in addition to the FAC/IILA monthly report.
5. The Participating Agency will provide the original copies of the IILA/FAC monthly report and/or client user log sheets by the 5th day of the month for the preceding month. If the 5th day of the month falls on a weekend or holiday, the Participating Agency is responsible for submitting the report on the prior business day.
6. The IILA/FAC monthly report and/or client user log sheets must be approved, and signed by authorized INTP staff of the Participating Agency. Additionally token, coupon, and voucher allocations will not be authorized until the INTP has received complete and accurate monthly report and/or client user logs satisfactory to IILA/FAC.

7. The Participating Agency must retain on file a copy of all monthly user logs (tokens, coupons, vouchers), all signed program agreements, and guidelines for a minimum of three years prior to the current program year.
8. INTP will conduct Agency site visits on an annual basis to monitor INTP operation and record keeping. The Participating Agency agrees to make records, authorized staff, tokens, coupons, vouchers, policies and procedures available for inspection by representatives and auditors of IILA/FAC or the Metropolitan Transportation Authority at reasonable times and upon reasonable advance notice.
9. The Participating Agency is to develop and provide to IILA/FAC in writing their procedures on how they determine individual eligibility and how they will allocate this limited resource to their clients who are participating in INTP.
10. The Participating Agency agrees to screen and document information for each client participating in INTP (i.e.: identification, residency, source of income), ensuring they meet the minimum eligibility guidelines set forth by Metro.
11. Tokens, coupons, and vouchers are to assist clients and community members to access public benefits or services related to health care, mental health, job search, shelter and other services/activities deemed necessary according to the program guidelines.
12. The Participating Agency agrees to supply INTP such other information as necessary or desirable to permit the IILA/FAC to exercise its responsibility for supervision of the program as required by the Los Angeles County Metropolitan Transportation Authority.
13. The Participating Agency will take full responsibility and liability for the security of IILA/FAC program tokens, coupons and vouchers. The Participating Agency agrees to keep all tokens, coupons, and vouchers in a locked area (i.e. safe, file cabinet, and/or desk) with limited access, and agrees to conduct random spot checks to ensure actual tokens, coupons, and vouchers on hand match reported amount. If tokens, are lost, stolen, or unaccounted for, your agency will be responsible for replacing that amount, along with furnishing a receipt to a IILA/FAC INTP representative.
14. The Participating Agency will take full responsibility in the event of a theft and/or misuse of tokens, coupons, and/or vouchers or for failure to comply with this written agreement with IILA/FAC. In the event that tokens, coupons, and/or vouchers are lost or stolen, the Participating Agency will immediately notify a IILA/FAC INTP representative.
15. INTP reserves the right to place the Participating Agency on probation and/or terminate the Participating Agency from INTP for failure to comply with the terms of this agreement or the written Program Guidelines.
16. IILA/FAC shall not be responsible for any damage or liability occurring due to anything done or omitted by the Participating Agency under or in connection with any work, authority, or jurisdiction delegated to the Participating Agency under this Agreement. The Participating Agency will indemnify IILA/FAC and hold it harmless from all claims, liabilities and causes of action of every type, whether known or unknown, arising out of or from any act or omission of the Participating Agency or its agents.

17. IILA/FAC may release information concerning this program to the press and to other news media, at such time or times, as it shall deem appropriate. The Participating Agency shall desire to release any such information, copies of all proposed releases, other published materials submitted to IILA/FAC, and the distribution of the same will be conditional upon IILA/FAC's approval.
18. IILA/FAC will not begin disbursement of tokens, coupons and/or vouchers prior to receipt of a properly executed copy of this agreement.
19. The Participating Agency shall be subject to the terms and conditions stated above, with the understanding that neither the approval, the award, the acceptance, nor continuance of the program shall obligate IILA/FAC to provide the Participating Agency with any additional support.
20. This program is contingent upon funding from the Los Angeles County Metropolitan Transportation Authority.

CITY OF COMMERCE
Mayor Joe Aguilar

Authorized Agency Signature

Robert Foss, Director

Date

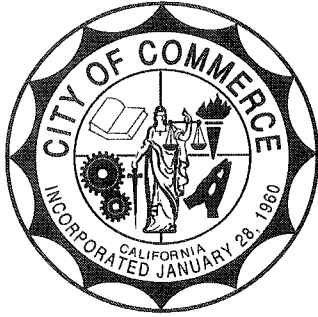
Date

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

Approved as to form:

Eduardo Olivo, City Attorney



AGENDA REPORT

MEETING DATE: July 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: 1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2013-2014 & 2014-2015 AS IT RELATES TO THE MID-MANAGEMENT AND NON-MANAGEMENT FULL-TIME EMPLOYEES REPRESENTED BY THE CITY OF COMMERCE EMPLOYEES ASSOCIATION; and

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING PERSONNEL DESCRIPTIONS RELATED TO THE RECLASSIFIED POSITIONS AGREED TO BETWEEN THE CITY OF COMMERCE AND THE CITY OF COMMERCE EMPLOYEE ASSOCIATION IN THE 2013-2015 MEMORANDUM OF UNDERSTANDING

RECOMMENDATION:

Approve the Resolutions and assign the numbers next in order; and

MOTION:

Move to approve the recommendation.

BACKGROUND:

The City and the City of Commerce Employee Association (CCEA) concluded labor negotiations on June 18, 2013 regarding wages, benefits and working conditions for the 2013-14 & 2014-15 Memorandum of Understanding. On June 25, 2013 members of the Mid-Management and Non-Management Full-time Unit voted to ratify a new two year contract for 2013-14 & 2014-15.

This report recommends Council approval of changes to benefits and contract language incorporated in a tentative agreement with the CCEA. Attached is an updated MOU for the full-time unit represented by the CCEA, which incorporates mutually, agreed upon provisions, as well as new and revised classification specifications and a revised salary schedule. The MOU covers the period of July 1, 2013 through June 30, 2015.

ANALYSIS:

Key provisions of the tentative agreement, presented for the Council's approval include:

- **Term:** The term of the agreement shall be July 1, 2013 through June 30, 2015.
- **Wages:** Effective July 1, 2013 – 4.3% salary increase; Effective July 1, 2014 – 4.5% salary increase.

Resolution Approving Memorandum of Understanding for Full-Time Employees
July 2, 2013

Effective July 1, 2013, City agrees to study the concept of converting 40 hours of vacation into deferred compensation.

Effective July 1, 2013, City agrees to pay the current 5% premium pay for median maintenance work based on actual hours worked on medians.

Effective July 1, 2013, City agrees to review some classification specifications and salary levels as part of the JLM.

- **Retirement:** Effective July 1, 2013, employees to contribute 2.3% of the member's contribution via payroll deduction on a pre-tax basis.

Effective July 1, 2014, employees to contribute an additional 2.3% of the member's contribution (for a total of 4.6%) via payroll deduction on a pre-tax basis.

- **Medical:** Article V, Section 1: Change the first paragraph to the following: Effective January 1, 2014 to December 31, 2014, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2014 premium rates for "Other Southern California" as published by CALPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2014 Other Southern California" rates for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2014 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution." Change the second paragraph to the following: "Effective January 1, 2015 to December 31, 2015, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2015 premium rates for "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution as published by CalPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2015 Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2015 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution."

Article V, Section 9: Change the current last sentence of the second paragraph to: "From the effective date of this Agreement to December 31, 2014, in no event shall the City's total longevity stipend payment exceed \$1,674.22 for employees who retire after December 31, 2011. Add a sentence at the end of the second paragraph that "Effective January 1, 2015, the maximum City total longevity stipend payment shall not exceed the premium rate for the "Other Southern California Region" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each eligible category (single, Plus One, Family) of the Blue Shield Access + Plan that is in effect on January 1, 2015."

Article V, Section 10: Add the phrase "From the effective date of this Agreement to December 31, 2014" before the second to last sentence in the first paragraph. That sentence shall now read as follows: "From the effective date of this Agreement to December 31, 2014, the longevity stipend shall not exceed the amounts described below. Also, add a sentence at the end of the section that states the \$1287.86 figure as follows: "Effective January 1, 2015, the maximum City total longevity stipend payment (for the 15 years and above of full-time City Service) shall not exceed the premium rate for the "Other Southern California Region" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each eligible category (single, Plus One) of the Blue Shield Access + Plan that is in effect on January 1, 2015."

Resolution Approving Memorandum of Understanding for Full-Time Employees
July 2, 2013

Effective July 1, 2012, through December 31, 2012 the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2012 premium rates for "Other Southern California" as published by CalPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2012 Other Southern California" rates for each of the eligible benefit categories (ie; single, 2party,

Family) established in the "2012 Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution.

Effective January 1, 2013, until the expiration of the term of the Memorandum of Understanding, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2013 premium rates for "Other Southern California" as published by CalPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2013 Other Southern California" rates for each of the eligible benefit categories (ie; single, 2party, Family) established in the "2013 Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution.

This section does not change the provisions of City Policy III-I, Health and Hospitalization Insurance Plan. To the extent that any changes are to be made to the Employee Medical Health Plan Benefits, the parties shall be required to comply with the requirements of the Meyers-Millias Brown Act (*Government Code* Section 3500 *et.seq.*) and any other applicable state or federal law.

- Classification and Compensation Revisions:

Proposed Title	Previous Title	Proposed Grade/Range	Pay	Previous Pay Grade/Range
Assistant Planner	Same	23.5	(\$4,628.251-\$5,636.465)	23.5 (\$4,628.251-\$5,636.465)
Associate Planner	Same	27	(\$5,498.520-\$6,700.466)	23.5 (\$4,628.251-\$5,636.465)
Deputy City Clerk	Same	22.5	(\$4,403.77-\$5,365.647)	20 (\$3,891.869-\$4,740.838)
Human Resources Analyst	Human Resources Recruitment and Selection Coordinator	23	(\$4,596.791-\$5,587.428)	18.5 (\$3,615.979-\$4,403.077)
Human Resources Analyst	Administrative Assistant	23	(\$4,596.791-\$5,587.428)	20 (\$3,891.869-\$4,740.838)
Literacy Program Manager	Same	26	(\$5,234.803-\$6,376.904)	24 (\$4,740.838-\$5,774.410)
Accounting Technician II *	Payroll Specialist	20	(\$3,891.869-\$4,740.838)	18 (\$3,527.735-\$4,294.546)
Senior Office Specialist	Senior Human Resources Assistant	19	(\$3,703.209-\$4,513.635)	17 (\$3,355.304-\$4,087.629)
Office Specialist	Human Resources Assistant	17	(\$3,355.304-\$4,087.629)	15 (\$3,038.843-\$3,703.209)

Resolution Approving Memorandum of Understanding for Full-Time Employees
July 2, 2013

Senior Human Resources Analyst	Same	28 (\$5,774.410-\$7,037.213)	24.5 (\$4,859.512-\$5,921.483)
Senior Management Analyst	Same	28 (\$5,774.410-\$7,037.213)	24.5 (\$4,859.512-\$5,921.483)
Cover Bus Operator	Bus Operator II	19.5 (\$3,797.370-\$4,628.251)	18.5 (\$3,615.979-\$4,403.077)
Public Safety Manager	Public Safety Supervisor	32 (\$6,451.963-\$7,860.825)	27 (\$5,498.520-\$6,700.466)
Recreation Manager	Senior Recreation Supervisor	28 (\$5,774.410-\$7,037.213)	28 (\$5,774.410-\$7,037.213)
Senior Park Maintenance Crew Leader	Park Maintenance Crew Leader	21 (\$4,087.629-\$4,980.213)	19 (\$3,703.209-\$4,513.635)

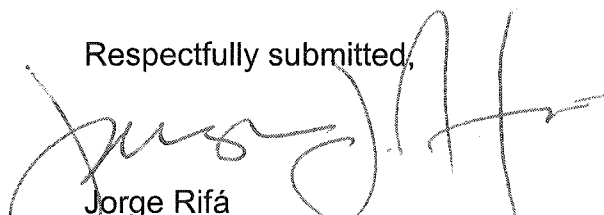
- **Non-Economic Issues:** City also agreed to non-economic issues regarding GPS notification, Seniority Scheduling, Promotional Recruitments for Laid off employees, Class B License requirements, Meeting Notification for Employee Association, Electronic Communications and Association Member List.
- **Contract language:** All other contract language remains status quo.

FISCAL IMPACT:

The fiscal impact to the adoption of the FY 2013/2014 Full-Time Employees Memorandum of Understanding is estimated to cost \$255,000 for FY 2013-14 and an additional \$215,000 for FY 2014-15. The following is a breakdown of the estimated cost:

FY 2013-14	\$186,500	2.0% Salary Adjustment
	\$215,000	2.3% Salary Adjustment (offset by an employee contribution towards their retirement)
	\$68,500	Classification Specs & Salary level modification and 5% premium pay for median maintenance work
FY 2014-15	\$215,000	2.2% Salary Adjustment
	\$215,000	2.3% Salary Adjustment (offset by an employee contribution towards their retirement)

Respectfully submitted,



Jorge Rifá
City Administrator

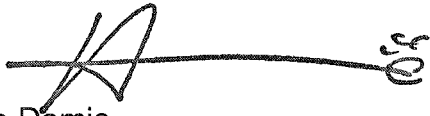
Recommended by



Michael A. Casalou
Director of Human Resources

Resolution Approving Memorandum of Understanding for Full-Time Employees
July 2, 2013

Budget Impact Reviewed by:

A handwritten signature in black ink, appearing to read 'Vilko Domic', with a long horizontal line extending to the right.

Vilko Domic
Director of Finance

Approved as to Form:

A handwritten signature in black ink, appearing to read 'Eduardo Olivo', with a long horizontal line extending to the right.

Eduardo Olivo
City Attorney

Attachments:

Exhibit A: FT MOU 2013 - 2015
Accounting Technician I Classification Specification
Accounting Technician II Classification Specification
Cover Bus Operator Classification Specification
Human Resources Analyst Classification Specification
Public Safety Manager Classification Specification
Recreation Manager Classification Specification
Senior Office Specialist Classification Specification
Senior Park Maintenance Crew Leader Classification Specification
Revised 2013-15 Salary Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2013-
2014 AND 2014-2015 AS IT RELATES TO THE MID-MANAGEMENT AND NON-
MANAGEMENT FULL-TIME EMPLOYEES REPRESENTED BY THE CITY OF
COMMERCE EMPLOYEES ASSOCIATION

WHEREAS, the City of Commerce and the mid-management and non-management full-time employees completed negotiations of a new Memorandum of Understanding ("MOU") for fiscal years 2013-2014 and 2014-2015; and

WHEREAS, the parties have agreed to a Memorandum of Understanding (MOU) which has a term of two years covering fiscal year July 1, 2013 to June 30, 2015. Various economic and non-economic items contained within the MOU have been revised as part of the City's collective bargaining process.

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

Section 1. The Memorandum of Understanding for 2013-2015, including the salary increases as they relate to mid-management and non-management full-time employees represented by the City of Commerce Employees Association ("Association") is hereby approved and the City Administrator, Director of Finance, Director of Human Resources and City Clerk are authorized to execute same on behalf of City.

Section 2. The following salary increases for the mid-management and non-management full-time employees represented by the Association shall be approved and implemented as follows:

- 4.3% salary increase effective July 1, 2013 (2.3% is offset by an employee contribution towards their retirement).
- 4.5% salary increase effective July 1, 2014 (an additional 2.3% is offset by an employee contribution towards their retirement).

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

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013, at Commerce, California.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING PERSONNEL DESCRIPTIONS RELATED TO THE
RECLASSIFIED POSITIONS AGREED TO BETWEEN THE CITY OF COMMERCE AND
THE CITY OF COMMERCE EMPLOYEE ASSOCIATION IN THE 2013-2015
MEMORANDUM OF UNDERSTANDING

WHEREAS, during negotiations between the City of Commerce (the "City") and the City of Commerce Employee Association (the "Association") for the 2013-2015 Memorandum of Understanding, the Association proposed to reclassify certain positions within the City; and

WHEREAS, the City and Association agreed in the 2013-2015 Memorandum of Understanding that the following positions will be reclassified:

<u>Previous Title</u>	<u>Proposed Title</u>
Assistant Planner H.R. Recruitment & Selection Coordinator Literacy Program Manager	Assistant Planner Human Resources Analyst Literacy Program Manager
New Senior Human Resources Analyst Bus Operator II Public Safety Supervisor Senior Recreation Supervisor Park Maintenance Crew Leader	Human Resources Analyst Senior Human Resources Analyst Cover Bus Operator Public Safety Manager Recreation Manager Senior Park Maintenance Crew Leader

<u>Previous Title</u>	<u>Proposed Title</u>
Associate Planner Payroll Specialist Deputy City Clerk Sr. Human Resources Analyst HR Assistant Sr. HR Assistant	Associate Planner Accounting Technician II Deputy City Clerk Sr. Human Resources Analyst Office Specialist Sr. Office Specialist

WHEREAS, the City needs to adopt the employee job descriptions for the reclassified positions.

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

Section 1. The reclassifications set forth above are hereby approved. The job descriptions for the reclassified positions, which are attached collectively hereto as Exhibit "A" are also approved.

PASSED, APPROVED and ADOPTED this 2nd day of July, 2013.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF COMMERCE

AND

**THE CITY OF COMMERCE EMPLOYEES ASSOCIATION
MID-MANAGEMENT AND NON-MANAGEMENT
FULL TIME EMPLOYEES**

2013-2015

**MEMORANDUM OF UNDERSTANDING
MID-MANAGEMENT AND NON-MANAGEMENT
FULL-TIME EMPLOYEES**

FISCAL YEAR JULY 1, 2013 — JUNE 30, 2015

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MEMORANDUM OF UNDERSTANDING

MID-MANAGEMENT AND NON-MANAGEMENT
FULL-TIME EMPLOYEES
FISCAL YEAR JULY 1, 2013 — JUNE 30, 2015

PREAMBLE

This Memorandum of Understanding is entered into with reference to the following facts:

- A. Representatives of Management for the City of Commerce (hereafter "City") and representatives of the City of Commerce Employees Association (hereafter "Association") have met on a number of occasions and have conferred in good faith, exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Association.
- B. The management representatives and the representatives of the Association have reached an understanding as to certain recommendations to be made to the City Council for the City of Commerce and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

NOW THEREFORE, the City and Association representatives agree as follows:

The parties hereto shall jointly recommend to the City Council of the City of Commerce that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the classifications represented by the Association.

**ARTICLE 1 UNION
SECURITY**

Section 1. Recognition.

- (a) In accordance with the Meyers-Milias-Brown Act [*Government Code* Section 3500, *et seq.*] and the Employer-Employee Resolution, the City of Commerce recognizes the City of Commerce Employees Association as the exclusive representatives of all employees in the full-time non-management employees unit and the mid-management employees unit.
- (b) "Confidential employees," as defined in City Council Resolution Number 97-40 and identified below, shall be excluded from holding union office or acting in any official capacity related to the representation of the full-time non-management and mid-management employees.

Executive Assistant to the City Administrator
Office Specialist in Administration
Senior Human Resources Analyst
Senior Management Analyst in Administration
Public Information Officer
Administrative Assistant in Human Resources
Sr. Office Specialist in Human Resources
Human Resources Analyst

- (c) The Association recognizes the City Administrator as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding, subject to the City Council's prior adoption of the Memorandum of Understanding.

ARTICLE II
CITY RIGHTS

Section 1. Exclusive Rights and Authority.

In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services, subject to certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include, but not be limited to the City's right to:

- (a) Determine issues of public policy;
- (b) Determine the mission of its constituents, departments, commissions and boards;
- (c) Determine and change the facilities, methods, technology, means, and organized structure pursuant to which the City operations are to be conducted;
- (d) Set standards and levels of service, and to expand or diminish services;
- (e) Determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract for or subcontract for any reason any work or operations of the City, subject to "Article X, Section 2" of this Memorandum of Understanding;
- (f) Determine size and composition of the work force, and allocate and assign work to employees in accordance with requirements as determined by the City;

- (g) Determine the content and intent of job classifications, to develop new job classifications, and determine appropriate levels of compensation;
- (h) Appoint, transfer, promote, demote and lay-off employees for lack of work or other appropriate reasons;
- (i) Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable policies and laws;
- (j) Determine policies, procedures and standards for selection, training and promotion of employees;
- (k) Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignment upon reasonable notice;
- (l) Direct its employees;
- (m) Establish and enforce employee dress and grooming standards, and to determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
- (n) Determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted;
- (o) Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;
- (p) Maintain the efficiency of governmental operations;
- (q) Exercise complete control and discretion over the organization and the technology of performing City work and services;
- (r) Determine any and all necessary actions to carry out its missions in emergencies.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding.

Section 2. Grievance on Impacts.

The exclusive decision-making authority of the City Council on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the *grievance* procedure set forth in this Memorandum of Understanding. The employee may only

grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

ARTICLE III

COMPENSATION

Section 1. Class A/B License

For employees whose position requires possession of a valid Class "A" or "B" driver's license:

1. The City shall provide access to the City's medical facility and pay for the required physical examinations necessary to secure appropriate licenses.
2. Departments shall provide up to two (2) hours paid release time for employees to complete the required physical examination at the City's medical facility. Such release time shall be pre-approved by the employee's supervisor and shall not impact department's staffing or operational needs.
3. The City shall reimburse all employees up to \$39.00 for the cost to obtain and/or renew their Class A or B License.
4. During the term of this Agreement, the City agrees to review the requirement for Class B Licences for employees assigned to the Parks and Recreation Department and remove the requirement where the license is not required.

Section 2. Median- Pay

A 5% premium pay shall be given to Park Maintenance employees when assigned to perform median maintenance work based on actual hours worked. A 5.0% premium pay shall be given to a Park Maintenance employees when assigned to median maintenance assignments.

Section 3. Merit Increase

Upon initial appointment to any position in a job class, full-time employees shall be placed at the minimum or first step of a salary range for that job class. A department director may, as authorized by the City Administrator, appoint at a higher step in the salary range when in accordance with the Personnel Policies and Procedures, Salary Plan.

Merit Increase:

Full-time employees shall be advanced within their respective compensation ranges in accordance with the following schedule and pursuant to the City of

Commerce Personnel Policies and Procedures and any exceptions therein:

Step 2 - At the completion of six (6) months of satisfactory service in Step 1.

Step 3 – At the completion of one (1) year of satisfactory service in Step 2.

Step 4 – At the completion of one (1) year of satisfactory service in Step 3.

Step 5 – At the completion of one (1) year of satisfactory service in Step 4.

Special Merit Increases:

When an employee demonstrates exceptional ability and proficiency beyond the call of duty, such employee may, upon recommendation of the Department Director, concurrence of the Director of Human Resources, and approval of the City Administrator, be awarded one step higher within the salary range for his/her job class upon completion of one (1) year length of service in the position.

Please refer to the City of Commerce Personnel Policies and Procedures, Salary Plan Administration for further guidelines and policy.

Section 4. Overtime

Employees will be paid overtime at time and a half for all productive time worked over forty (40) hours in a single workweek. Holidays (including flex holidays and birthdays) not actually worked will count as time worked for the purpose of computing overtime. All other paid leave does not count as time worked for the purpose of computing overtime.

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

Section 5 Classification Study

Employees in the following classifications shall be reclassified and compensated as provided in the salary schedule, beginning in the first pay period following Council approval of this MOU:

<u>Previous Title</u>	<u>Proposed Title</u>	<u>Salary Range & Step</u>
Assistant Planner	Assistant Planner	23.5 - Vacant
H.R. Recruitment & Selection Coordinator	Human Resources Analyst	23 - 3
Literacy Program Manager	Literacy Program Manager	26 – Vacant

New	Human Resources Analyst	23 - 4
Senior Human Resources Analyst	Senior Human Resources Analyst	28 - 4
Bus Operator II	Cover Bus Operator	19.5 - 5
Public Safety Supervisor	Public Safety Manager	32 - 2
Senior Recreation Supervisor	Recreation Manager	28 - Vacant
Park Maintenance Crew Leader	Senior Park Maintenance Crew Leader	21 - 4

<u>Previous Title</u>	<u>Proposed Title</u>	<u>Salary Range & Step</u>
Associate Planner	Associate Planner	27 - 4
Payroll Specialist	Accounting Technician II	20 - 5
Deputy City Clerk	Deputy City Clerk	22.5 - 5
Sr. Human Resources Analyst	Sr. Human Resources Analyst	28 - 4
HR Assistant	Office Specialist	17 - 5
Sr. HR Assistant	Sr. Office Specialist	19 - 5

Incumbents holding the positions of HR Assistant and Senior HR Assistant, as of July 1, 2013, shall be exempt from the order of layoff for the Office Classification series.

The City agrees that during the term of this Agreement the City will review some classification specifications and salary levels as part of the Joint Labor Management process. The following classifications will be the first series addressed in a subsequent classification and compensation study that the parties may agree to during the term of this Agreement: CDBG Specialist, Community Safety Dispatcher, Day Camp Program Specialist, Fleet Maintenance Supervisor, Human Resources Claims Specialist, Library Database Specialist, Library Literacy Assistant, Library Technical Services Supervisor, Purchasing Assistant, Teen Center Supervisor, and Transportation Dispatcher.

ARTICLE IV

UNIFORM ALLOWANCE

Section 1. Uniforms

Should the City require employees to wear a specific uniform, it shall be financially responsible to cover the cost of such uniforms. Uniform replacement shall be governed by specific departmental policies and practices.

Section 2. Safety Footwear

The City shall provide reimbursement not to exceed \$150 per fiscal year for employees required by City safety regulations to wear safety footwear to work in each year the employee, in fact, purchases and utilizes such footwear at work. Please refer to City of Commerce Personnel policies and Procedures, Work Uniforms for Employees, for specific terms and policy.

**ARTICLE V
BENEFITS**

The City's current Personnel Policies and Procedures shall govern the extent to which insurance benefits are given and maintained. The City agrees to meet and confer with the Association prior to any final decision by the City to reduce any current benefits during the term of this Memorandum of Understanding.

As a product of the year 2012-2013 meet-and-confer process, the City and the Association have agreed to the following City benefit programs:

Section 1. Employee Medical Health Plan Benefits.

Effective January 1, 2014 to December 31, 2014, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2014 premium rates for "Other Southern California" as published by CAIPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2014 Other Southern California" rates for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2014 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution.

Effective January 1, 2015 to December 31, 2015, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2015 premium rates for "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution as published by CalPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2015 Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2015 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution

This section does not change the provisions of City Policy III-I, Health and Hospitalization Insurance Plan. To the extent that any changes are to be made to the Employee Medical Health Plan Benefits, the parties shall be required to comply with the requirements of the Meyers-Milias Brown Act (*Government Code* Section 3500 *et seq.*) and any other applicable state or federal law.

Section 2. Dental Plan.

The City shall maintain current dental insurance coverage and pay any increase that may occur during the term of this agreement. (See Appendix A for summary of benefits)

Section 3. Vision Plan.

The City's vision plan shall remain at the current benefit levels. (See Appendix B)

Section 4. Deferred Compensation.

1. The City shall contribute \$25.00 per pay period to employee deferred compensation plan whether or not employee contributes to the plan.
2. The City shall match employee deferred compensation contributions, **in an amount not to exceed 3% of the employee gross salary contribution per pay period.** For example, if an employee contributes 1% of gross salary to the plan, the City shall contribute an amount equal to 1% of gross salary. If the employee contributes more than 3% of the employee's gross salary per pay period, the City shall pay an additional contribution equal to 5% of that part of the employee's contribution that exceeds 3% of the employee's gross salary per pay period.
3. **Effective Date** – These deferred compensation provisions shall be effective commencing with the first payroll period of July 2008.
4. **Compliance with State and Federal Regulations** – The parties agree and acknowledge that a variety of State and Federal statutes and regulations govern participation in deferred compensation plans. If any of these Memorandum of Understanding provisions conflict with any State or Federal statutes or regulations, the State and Federal statutes and regulations shall take precedence and shall be complied with. The Association and the full-time employees waive any claims they may have against the City in the event of such a conflict.
5. **Exclusions** – The 3% City contribution described above shall apply only to employee gross salary deferred compensation contributions made during each payroll period. The 3% City contribution shall not be provided for any employee deferred compensation contributions that are made as a result of

a "buy back" as that term is defined by Internal Revenue Service Code or regulations. Additionally, the 3% City contribution shall not be applied to any employee deferred compensation contributions that are made as a result of converting any type of leave balance to deferred compensation.

6. During the term of this MOU, the City agrees to study the concept of a program that would allow employees to convert forty (40) hours of accrued vacation leave into their deferred compensation plan.

Section 5. City Retirement Gift.

An employee must have five years of full-time service in order to qualify for a City retirement gift. The City retirement gifts are as follows:

5 years, but less than 10 years	\$500.00
10 years, but less than 14 years	\$750.00
14 years, but less than 16 years	\$800.00
16 years, but less than 17 years	\$850.00
17 years, but less than 18 years	\$900.00
18 years, but less than 20 years	\$950.00
20 years or more	\$1,000.00

Section 6. Computer Purchase Program.

The City's interest-free computer loan program has an amount of \$30,000, available in the loan pool. See the Employee Computer Purchase Assistance Program in the City's Personnel Policies & procedures Manual.

Section 7. PERS Pre-Retirement Optional Death Benefit.

Effective upon adoption of the Memorandum of Understanding, the City will take steps to amend its contract with CalPERS in order to include a Pre-Retirement Optional Settlement Death benefit for full-time vested employees age 50 and above.

Section 8. Longevity Stipend for Employees hired before July 1, 2011 retiring on or before December 31, 2011

The City shall make a longevity stipend available to an employee who was hired before July 1, 2011 and who retires from the City of Commerce on or before December 31, 2011. The longevity stipend shall be deposited on a monthly basis into the retiree's Retiree Healthcare Reimbursement Plan (Retiree HRA Plan).

The City's monthly longevity stipend to the Retiree HRA Plan shall be the difference between the premium cost of coverage for the retiree and/or eligible dependents (when applicable) minus the PEMHCA minimum contribution. The longevity stipend shall be based on the cost of coverage for retiree and/or eligible dependents under the medical plans sponsored by PEMCHA. The stipend shall

be based on the tier of coverage (i.e. single, or two-party) and actual plan cost.

Section 9. Longevity Stipend for Employees hired before July 1, 2011

The City shall make a longevity stipend available to an employee who was hired before July 1, 2011 and who retires from the City of Commerce as described in this Section. The City shall make a longevity stipend payment on a monthly basis to the retiree’s Retiree Healthcare Reimbursement Plan (Retiree HRA Plan).

The City’s monthly longevity stipend to the Retiree HRA Plan shall be the difference between the premium cost of coverage for the retiree and/or eligible dependents (when applicable) minus the PEMHCA minimum contribution. From the effective date of this Agreement until December 31, 2014, the City’s total longevity stipend payment shall not exceed \$1,674.22 for employees who retire after December 31, 2011. Effective January 1, 2015, the City’s total longevity stipend payment shall not exceed the premium rate for the “Other Southern California Region” Blue Shield Access+ health rates which shall include the PEMHCA minimum contribution for each eligible category (single, Plus One, Family) of the Blue Shield Access+ Plan that is in effect on January 1, 2015.

This Section does not change the provisions of City Policy III-I, Health and Hospitalization Insurance Plan. To the extent that any changes are to be made to the Longevity Stipend, the parties shall be required to comply with the requirements of the Meyers-Milias Brown Act (*Government Code Section 3500 et seq.*) and any other applicable state or federal law.

Section 10. Longevity Stipend for Employees hired on/after July 1, 2011.

Employees hired by the City on or after July 1, 2011 and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City’s group health insurance program. The City’s maximum contribution towards retiree coverage under this subsection, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. Employees who meet the criteria described below shall be eligible to receive a longevity stipend upon retirement from the City’s employment. The longevity stipend payment shall be deposited on a monthly basis into the retiree’s Healthcare Reimbursement Plan (Retiree HRA Plan). The longevity stipend shall not exceed the amounts described below, which shall include the PEMHCA minimum contribution and shall be based on the cost of coverage for retiree plus spouse coverage under the medical plans sponsored by PEMHCA. The stipend shall be based on the tier of coverage (i.e. single or two-party) and actual plan cost.

≥ 5 years of full-time City Service	50% + additional 5.0% for each additional year of City service above 5 years (e.g., 10 yrs = 75% or \$965.89)
15 years and above of full-time City Service	\$1,287.86(100%)

Effective January 1, 2015, the maximum City total longevity stipend payment (for the 15 years and above of full-time City Service) shall not exceed the premium rate for the "Other Southern California Region" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each eligible category (single, Plus One) of the Blue Shield Access + Plan that is in effect on January 1, 2015.

This Section does not change the provisions of City Policy III-I, Health and Hospitalization Insurance Plan. To the extent that any changes are to be made to the Longevity Stipend for Future Employees, the parties shall be required to comply with the requirements of the Meyers-Milias Brown Act (*Government Code Section 3500 et seq.*) and any other applicable state or federal law.

Section 11: Employee Contribution to CalPERS

Effective July 1, 2013, employees shall pay 2.3% of their compensation earnable (as defined in Government Code Section 20636) toward the employee's normal member contribution (as defined in Government Code Section 20677).

Effective July 1, 2014, employees shall contribute an additional 2.3 % of their compensation earnable (as defined in Government Code Section 20636) toward the employee's normal member contribution (as defined in Government Code Section 20677). The total employee contribution shall be 4.6%.

**ARTICLE VI
LEAVE**

Section 1. Bereavement Leave.

Pursuant to the City's Bereavement Leave Policy, when a regular full-time employee's "immediate family member" dies or is critically ill and death appears imminent, the employee shall be entitled to up to forty (40) hours of paid leave per occurrence. "Immediate family member" shall be defined as: mother, father, spouse, registered domestic partner, child, step child, brother, sister, grandchild, grandparents, mother-in-law, father-in-law, stepmother, stepfather, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents and great grandparents, as well as the equivalent relatives of a registered domestic partner.

Bereavement leave is paid over a maximum of seven (7) work days and is paid in thirty minute increments. The bereavement leave begins on the first regularly scheduled workday as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted towards the bereavement leave. Bereavement leave must be authorized by the Department Director and must be utilized within 15 days of employee learning of the death, or of the date of foreseen imminent death of the immediate family member, unless special circumstances require that

the leave begin at a later date. Such requests to the Department Director shall be made within 15 days of the employee learning of the death or of the date of foreseen imminent death and shall not be unreasonably denied.

Section 2. City's Personnel Policies and Procedures.

All other matters related to holiday and flexible leave which are not addressed in this Memorandum of Understanding, shall be governed by the City's Personnel Policies and Procedures.

Section 3. Flexible Leave.

Employees may accrue up to a maximum of forty (40) hours of flexible leave time. A maximum of forty (40) hours may be carried over to the following year.

Section 4. Holidays.

The employees in the classified services shall be provided with the following holidays with pay subject to the provisions of the City's Personnel Policies and Procedures.

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Lincoln's Birthday | Thanksgiving Day |
| Washington's Birthday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Employee's Birthday |

Section 5. Jury Duty.

Full-time employees shall be granted a paid leave of absence in order to perform jury duty, provided that the employee provides notification to the City for such jury duty and provides proper verification of hours spent on jury duty. Please refer to the City of Commerce Personnel Policies and Procedures, Jury Duty, for specific terms and policy.

Section 6. Sick Leave.

Full time employees shall earn eight (8) hours sick leave per month for each full month of continuous service with the City. Please refer to City of Commerce Personnel Policies and Procedures, Sick Leave, for specific terms and policy.

Section 7. Vacation Leave.

- 1. Vacation Accrual - Full-time employees shall accrue vacation according to the following schedule:

<u>Continuous Years of Services</u>	<u>Vacation Hours Earned</u>
Less than 5 years	8 hrs per month/96 hrs per year
5 – 8 years	10 hrs per month/120 hrs per year
8 yrs 1 mo – 13 years	12 hrs per month/144 hrs per year
13 yrs 1 mo – 20 years	13.33 per hrs month/160 hrs per year
20 yrs 1 mo +	16.67 hrs per month/200 hrs per year

- 2. Vacation Accumulation - The City’s four-hundred eighty hour (480) maximum accumulation policy will be enforced by scheduling vacations to eliminate excess accumulation. Please refer to City of Commerce Personnel Policies and Procedures, Vacation Policy, for specific terms and policy.

ARTICLE VII
DISCIPLINARY PROCEDURES

The disciplinary procedures set forth in the City’s Personnel Policies and Procedures shall govern during the term of this Memorandum of Understanding.

ARTICLE VIII
GRIEVANCE PROCEDURES

The grievance procedure is used to ensure that employees have the opportunity to address work-related concerns.

The following grievance procedure applies only to Civil Service employees who have successfully completed their probationary period as defined in the City’s policies.

- (a) Definition of “grievance”: A “grievance” shall be defined as a timely complaint by an employee or group of employees concerning personnel practices, working conditions, employee policies or MOU.
- (b) Time Limits for Filing Written Formal Grievances: the time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by an authorized representative of the City and the grievant. Failure of the grievant to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance.
- (c) The grieving party is entitled to have representation of his or her choice at any level of the grievance procedure.

STEPS OF THE GRIEVANCE PROCEDURE

- 1. Informal - Immediate Supervisor
- 2. Formal - Department Head
- 3. Formal - City Administrator or Designee
- 4. Formal - Binding Arbitration

1. Informal – Immediate Supervisor: The employee must first attempt to resolve a grievance verbally with his/her immediate supervisor as soon as possible. Every effort shall be made to find an acceptable solution to the grievance informally at this level.
2. Formal – Department Head: If the grievance is not resolved using the informal process, a written grievance shall be filed within twenty (20) business days from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the acts giving rise to the grievance. The grievant shall discuss the grievance with the department head. The department head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to grievant within twenty (20) business days after receiving the grievance.

In cases involving appeals from disciplinary action, the grievant shall bypass the informal grievance step and file his/her appeal directly at the formal grievance step within twenty (20) business days of the effective date of the disciplinary action or his/her right to appeal shall be waived.

3. Formal – City Administrator: If the grievance is not resolved at "Step 2" or if no answer has been received from the department head within twenty (20) business days, the written grievance shall progress to the City Administrator for determination.

The grievant shall have twenty (20) business days from the date when the department head's written response is received, or when the response was due, to file a written appeal directly to the City Administrator or forfeit his/her right of appeal, in which case, the grievance will be considered final based on the department head's response.

The City Administrator shall schedule an oral hearing and shall render a written decision, based on the merits of the grievance and return it to the grievant within twenty (20) business days from the date of the hearing. The City Administrator's decision shall be final and binding on all non-disciplinary matters as well as for all disciplinary matters not exceeding the equivalent of twenty-four (24) hours pay. If the City Administrator does not render a decision within twenty (20) business days, or does not request and receive a mutually agreed upon extension of time, the grievance shall be resolved in favor of the grieving party.

4. Formal – Binding Arbitration: In addition to the procedures described above, Civil Service employees shall be entitled to appeal disciplinary suspensions in excess of twenty-four (24) hours at one time, demotions, terminations, or reductions in pay exceeding the equivalent of twenty-four (24) hours pay to an independent

hearing officer from a list of nine (9) supplied by the American Arbitration Association in accordance with their rules and procedures. Should the grievant and Director of Human Resources fail to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the hearing officer.

The grievance shall be barred and waived unless filed in writing with the Director of Human Resources within twenty (20) business days after the "Step 3" grievance decision is mailed to the grievant.

The costs of arbitration shall be split evenly between the City and the grievant.

The Director of Human Resources shall act as the clerk for this hearing. The determination of the hearing officer shall be final and binding upon all parties.

ARTICLE IX

LAYOFF/BUMPING PROCEDURES

This policy ensures the fair and equitable process in the reduction of the City workforce.

1. The Layoff/Bumping Procedures only apply to non-probationary full-time employees and full-time classifications.
2. In all cases, the position being "bumped/laid off" shall be the position with the lowest seniority in the job classification.
3. In the event of layoff, layoff shall be made in reverse order of seniority in the class in which the layoff occurs. The employee who has the least time in paid status, excluding overtime, in the class, plus any higher classes, shall be considered to have the least seniority and, therefore, shall be laid off first. In the case where two or more employees have the same time in paid status excluding overtime, the employee with the latest date of employment shall be laid off first. In the event of a tie, the employee with the latest date of application, as evidenced by a date stamp, shall be laid off first. The City shall provide the Association with copies of all seniority lists used for layoffs as soon as possible, but at least ten (10) business days prior to any notice of layoff.
4. A laid off employee may displace or "bump" an employee in a lesser paid job classification within the same occupational family or a classification in which he/she has previously served. In calculating seniority, time spent in all full-time paid classifications shall be counted in determining total seniority for purpose of bumping. Further, employees who "bump" into lower paid classifications shall have their seniority from the higher paid classification transferred with them into the lower classification to count toward total seniority with that classification.

5. The names of permanent employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the order of seniority and shall be valid for twenty-four (24) months from the date of layoff. Employees who "bump" into a lower classification shall also be included on any re-employment list. The re-employment list for a given classification shall be used by the appointing authority before a position is filled by other means.
6. If a person is not available to accept an offer of re-employment for any extended period of time (2 weeks or more) and if a vacancy occurs during the period of non-availability, the person's name will remain in position on the re-employment list, however, the offer of re-employment will be made to the next person on the re-employment list.
7. A person's failure to appear at the prescribed time and place after acceptance of a position will constitute grounds to remove their name from the re-employment list.
8. If a person on a re-employment list is offered a position with the same salary, or more, as compared to the position from which he/she was laid off, and the person refuses the offer, he/she shall have his/her name removed from the re-employment list.
9. If a person accepts a position at a lesser salary than the position from that which he/she was laid off, his/her name shall remain in the re-employment list for the balance of the initial twenty-four (24) month period.
10. A full-time employee may "bump" a part-time employee with lesser seniority, in the same or a lesser paid job classification within the same occupational family as the full-time employee or in a classification in which the full-time employee has previously served. If a full-time employee exercises such bumping rights, he or she will thereafter be considered a part-time employee and will be subject to the at-will status of part-time personnel. A full-time employee who bumps to a part-time classification shall retain their place on the full-time re-employment list for the 24 month period from the date of layoff.
11. Seniority between a full-time and part-time employee shall be based upon the total hours worked in the classification.

ARTICLE X **SENIORITY**

The City will consider seniority as the primary factor, where the job performance is equal, when making assignments of work schedules, , and vacation. Seniority shall be defined as length of service in the position. The updated seniority list shall be distributed 90-days after the end of each fiscal year. The bid period will be established by each Department/Division. The schedules and bid periods will be transmitted to the

Association at least three (3) business days prior to the bid periods. Schedules must allow reasonable amount of time to complete assigned workload.

ARTICLE XI
ANTI-DISCRIMINATION AND HARASSMENT POLICY

I. PURPOSE

State and federal law expressly prohibit discrimination and/or harassment of employees or applicants based upon race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, birth of a child, pregnancy, veteran status, sexual orientation, marital status, sex, or age over 40 years.

The City is committed to providing a work environment that is free from discrimination and harassment. In keeping with this commitment, the City maintains a strict policy prohibiting discrimination and harassment, including sexual harassment.

The purpose of this Policy is to define and forbid discriminatory and/or harassing conduct, to prohibit the condoning or perpetuating of such conduct and to provide an efficient means for reporting and resolving complaints of discrimination and/or harassment.

II. POLICY

The City considers discrimination and/or harassment a serious offense and is firmly committed to the philosophy that every employee has the right to work in an environment free from discriminatory intimidation, ridicule and insult, and to be treated with courtesy, dignity and respect. Every employee is expected to adhere to a standard of conduct that is respectful to all persons within the work environment.

The City's policy strictly prohibits unlawful discrimination and harassment on the basis of race, religion, creed, color, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, pregnancy, the birth of a child, veteran status, marital status or age over 40 years ("a legally protected category").

In keeping with this commitment, the City maintains and follows a strict policy prohibiting unlawful discrimination and harassment, in any form, including verbal, physical and visual harassment, coercion, and/or reprisal. This policy applies to all employees, patrons, vendors and visitors. The City does not tolerate discrimination, sexual or other harassment of employees in the work place or in any work-related situation by anyone. If, after a prompt and thorough investigation, it is determined that an employee has engaged in discrimination and/or sexual or other harassment, that employee will be disciplined, up to and including discharge.

III. PROHIBITED CONDUCT

The City's Anti-Discrimination and Harassment prohibits the following types of conduct:

- A. Discrimination. Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to him or her for the sole reason that he or she is a member of a legally protected category. For example, it would be discrimination for an individual to be denied employment or terminated from employment solely because that individual has a disability or is 40 years of age or older.
- B. Harassment. Unlawful harassment is any verbal or physical conduct based on an employee's membership in a legally protected category that is sufficiently severe or pervasive so as to affect an employee's work performance negatively and/or alter the conditions of employment, and/or creating an intimidating, hostile or otherwise offensive working environment.
- C. Sexual Harassment. Sexual harassment is defined as follows: Any action that constitutes an unwelcome sexual advance or request for sexual favors, or any verbal or physical conduct of a sexual nature that is (i) related to or conditional to the receipt of employee benefits, including, but not limited to, hiring and advancement, (ii) related to or forms the basis for employment decisions affecting the employee, or (iii) sufficiently severe or pervasive so as to affect an employee's work performance negatively and/or alter the conditions of employment and create an intimidating, hostile or otherwise offensive working environment.

Examples of the type of conduct that can constitute unlawful harassment or sexual harassment include, but are not limited to, the following:

- 1. Verbal harassment - For example: epithets, derogatory comments or slurs, graphic commentaries about an individual's body or other suggestive comments made on the basis of a legally protected category.
- 2. Physical harassment - For example: assault, impeding or blocking movement, interference with normal work movement, massages, sitting on laps, or unwanted touching of any type based upon a legally protected category.
- 3. Visual forms of harassment - For example: leering, making derogatory gestures, derogatory posters, pictures, notices, bulletins, cartoons, drawings, e-mails, computer screen savers, faxes or other depictions of a sexual nature based upon a legally

protected category.

4. Sexual conduct - For example: unwelcome sexual advances, requests for sexual favors, propositions, and other verbal or physical conduct of a sexual nature which is made a condition of an employment benefit or unreasonably interferes with an individual's work performance and creates an offensive work environment.
5. Retaliation - Taking adverse employment action against any employee for having reported or threatened to report unlawful discrimination or harassment.

Any questions regarding these definitions of discrimination, harassment, or sexual harassment, or uncertainty as to what constitutes discrimination, harassment, or sexual harassment or, uncertainty as to what constitutes prohibited conduct under the City's policy, will be referred to the Human Resources Department.

IV. REPORTING DISCRIMINATION OR HARASSMENT

City management shall be readily available and receptive to receiving complaints of discrimination, sexual or other harassment. If an employee feels that he or she is being discriminated against or harassed by another employee, a supervisor, a vendor, a visitor, or a patron, the employee shall immediately report the facts of the incident or incidents and the name(s) of the individual(s) involved to his or her immediate supervisor. If the matter cannot be discussed with the immediate supervisor or the immediate supervisor is the subject of the complaint, the employee shall contact the Director of Human Resources and arrange for a meeting to discuss the complaint. If the matter cannot be discussed with the Director of Human Resources, the employee shall contact the City Administrator and arrange for a meeting to discuss the complaint.

Complaints must be made as soon as possible after the incident. In addition, a written and signed statement of the complaint shall be submitted to the impacted supervisor, the Director of Human Resources or the City Administrator within 10 days of the initial report. Within 15 working day of receipt of the complaint, the City will conduct an appropriate investigation regarding the allegations and will verbally and in writing advise the party who is the subject of the complaint of the name of the complaining party, the nature of the allegations and how the City intends to address the complaint.

Written complaints should include the following information:

- A. The complaining party's name, department and position title.
- B. The name of the person or persons committing the discrimination or harassment, including their title(s), if known.
- C. The specific nature of the harassment or discrimination, the period of time of the harassment or discrimination, any employment action (demotion,

failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the victim as a result of the harassment or discrimination (if applicable), or any other threats made against the victim as a result of the harassment or discrimination.

- D. The name of any witnesses to the harassment or discrimination.
- E. Any documentation or other evidence to support the allegations of the complaint, if any.
- F. Whether the complaining party previously has reported such harassment or discrimination, and, if so, when and to whom.

Notification to the City is required. The complainant will be assured that he or she will not be penalized in any way for reporting discrimination, sexual harassment or other harassment. This would be considered retaliation and it is unlawful for an employer to retaliate against employees who oppose practices prohibited by state and federal law, file complaints, or otherwise participate in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission. Similarly, the City will not tolerate any employees who interfere with its own internal investigations and its own internal complaint procedure.

Employees are also protected from sexual or other harassment by non-employees (e.g. vendors, visitors). Any employee who is the victim of any discrimination or harassment by a non-employee or observes this conduct toward another City employee should report such discrimination or harassment to his or her immediate supervisor, the Director of Human Resources or the City Administrator and appropriate action will be taken. Likewise, employees who observe or are advised about the discrimination, sexual or other harassment of another employee are encouraged to follow these reporting procedures.

The City cannot resolve discrimination or a sexual or other harassment problem unless it is known. Therefore, it is the responsibility of the employee to bring those kinds of problems to the attention of the City so that the necessary steps can be taken to correct the problem.

V. THE CITY'S RESPONSE TO COMPLAINTS OF HARASSMENT OR DISCRIMINATION

All complaints of harassment or discrimination that are reported to management will be investigated promptly, thoroughly, objectively, completely and as confidentially as possible. The City, as part of its investigation, will make every attempt to interview all individuals with information relative to the complaint.

Any investigation related to a complaint under this policy will be conducted with as much confidentiality as possible and with respect for the rights of all individuals involved. Efforts will be made to protect the privacy of the parties involved in a complaint. Information related to the investigation will be provided to those

individuals such as City Administrator and/or the City Attorney in order for the City's interests to be properly protected.

The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of harassment or discrimination, and to protect the reputation of any employee wrongfully charged with harassment or discrimination.

It is important for the complaining party and the person subject to the complaint to understand that it is a violation of this policy to discuss an investigation with their employees or to conduct their own investigation at anytime. If an employee has any information to assist the City, he or she should contact the Human Resources Department. Failure to follow this policy may subject the employee to discipline, as the confidential nature of the complaint and the investigation is vital in protecting the privacy rights of all parties involved.

The City will make its determination and communicate that determination to the complaining employee and to the party subject to the complaint. The complainant is not entitled to copies of any notes or other written materials regarding the investigation, as such are considered confidential documents. If it is determined that the party subject to the complaint has violated City policies, appropriate corrective action will be taken in accordance with established City disciplinary procedures, up to and including discharge. Furthermore, as part of the City's attempt to remedy the complaining employee's concerns, the complaining employee will be informed of the remedial measures to be taken by the City.

VI. DEPARTMENT OF FAIR EMPLOYMENT & HOUSING (DEFH)

Employees who believe that they have been harassed or discriminated against within one year of harassment may file a complaint of discrimination with the California Department of Fair Employment and Housing ("DFEH"). The DFEH may also investigate and process the complaint. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay and damages. The address and phone number of the local office of the Department of Fair Employment and Housing is as follows:

Los Angeles District Office
611 West Sixth Street, Suite 1500 Los
Angeles, CA 90017
(213) 439-6799
Toll-Free (800) 884-1684

VII. FALSE ACCUSATIONS

As set forth above, the City vigorously defends its employees' right to work in an environment free of discrimination, sexual or other harassment. However, the City also recognizes that false accusations of discrimination, sexual or other harassment can have serious consequences to an individual's career and

reputation. The City trusts that all employees will continue to act responsibly in reporting discrimination, sexual and other harassment. The City encourages employees to raise questions regarding discrimination, sexual or other harassment

with his or her immediate supervisors, department heads, the Director of Human Resources or the City Administrator.

VIII. IMPLEMENTATION

Each Department Head is responsible to ensure that the work environment in his or her department is free of unlawful harassment or discrimination. To that end, each City Department shall:

- A. Have supervisors discuss this Policy including the complaint resolution procedures with all employees he or she supervises;
- B. Require supervisors to communicate to the employees the City's and the supervisor's strong disapproval of unlawful harassment or discrimination;
- C. Monitor the work environment to ensure that all reasonable steps have been taken to prevent unlawful harassment or discrimination from occurring;
- D. Cooperate in the investigation and, when warranted, implement any remedial action;
- E. Ensure that no one who reports unlawful harassment or discrimination or who assists in making a harassment or discrimination complaint or who cooperates in a harassment or discrimination investigation is retaliated against; and
- F. Document the fact that Steps A and B have been taken.

ARTICLE XII
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

Section 1. Meet and Confer in Good Faith.

The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to the salaries, fringe benefits and other terms and conditions of employment, as in accordance with the Meyers-Milias-Brown Act.

Section 2. Job Security.

The City and the Association share a common interest in maintaining the stability and the security of the City's workforce. As such, the City shall initiate a meet-and-confer process with the Association no less than 90 days prior to any decision to contract for the work of any employee represented by the Association. The City will discuss with the Association all economic issues related to such contracting during the meet-and-confer process and prior to sending out

Requests for Proposals (RFP's) or otherwise seeking to identify qualified contractors. In the event that the City subsequently decides to enter into a contract, the City will work with the Association in an attempt to mitigate the effects that contracting might have on any employee represented by the Association. The City will make its best efforts to find alternative City employment for those employees affected. Management will attempt to find alternative City employment as close as possible to the employee's current salary level provided that the employee meets the minimum qualifications for this alternative employment.

Section 3. Agency Shop Notice.

1. The City shall provide all newly hired employees with an authorization notice advising them that agency shop for the Association has been implemented pursuant to a vote of the bargaining unit's members in accordance with state law, that agency shop is covered by an agreement between the City and the Association, and that all employees subject to the agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement.
2. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association. Employees shall have ten (10) calendar days from the date they receive the form to fully execute it and return it to the City's Human Resources Department.
3. If the form is not completed properly or returned within ten (10) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular bi-weekly paychecks of such employee.
4. Dues withheld by the City shall be transmitted by direct deposit to the AFSCME District Council 36 bank account, unless otherwise directed by the Association President
5. The effective date of Association dues, service fees, or charitable contributions shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the employee.
6. No unit member shall be required to join the Union or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, satisfy his or her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under section 501, subdivision (c)(3) of the *Internal Revenue*

Code, which is chosen by the Association. The Association has selected the following three qualified charitable funds that the exempt employee n may choose: American Cancer Society, American Red Cross, St. Jude Children's Research Fund Hospital. This list may change from time to time, but only upon written notice and agreement by both parties.

7. The City shall provide the Association with a monthly list of new hires, including name, date of hire, job classification, pay rate, work location and home address and phone number.
8. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and upon request to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or *Government Code* Section 3546.5 shall satisfy this requirement
9. This agency shop arrangement shall be null and void if rescinded by a vote of employees pursuant to *Government Code* Section 3502.5, subdivision (d).
10. The Association shall defend, indemnify and hold harmless, the City of Commerce from any demand, claim, other action and for any liability or cost arising out of any such demand, claim or other action that arises out of this agreement.

Section 4. Union Access/Unit Membership List.

City equipment may be used to conduct Association business, provided it is authorized by the City Administrator or his or her designee. If the City Administrator does not respond to a request for the use of City equipment to conduct Association business within one business day, the Human Resources Director shall be authorized to respond to the request. City equipment shall include, but not be limited to telephones, photocopiers, all forms of electronic communication, and facilities. The following are examples of situations where the City Administrator may reasonably authorize such use: (1) to schedule Association meetings, (2) to transmit meet and confer proposals, (3) to conduct Association meetings noticed pursuant to Association by-laws for the consideration of Memorandum of Understanding approval/ratification votes.

The City will provide the Association with a quarterly list of all represented employees, including name, date of hire, job classification, work location, home address, and phone number.

Section 5. Association Representatives.

The Association may designate representatives to represent employees in processing grievances and at Skelly hearings. The following conditions shall apply.

The Association may designate Representatives who must be members of the Association, and shall provide all departments with a written list of employees who have been so designated. City management will accept on a quarterly basis any changes to the list. A Representative may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A Representative may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her Representative may have a reasonable amount of paid time off for the above-listed activities. However, a representative will receive paid time off only if he/she is the representative of record; or is another City employee, not a representative of record, who is requested to accompany the employee seeking representation to an interview which the employee reasonably believes, may result in punitive action or to a meeting where documents shall be served.

If a Representative must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided by the City for such purpose. In those instances where an employee is working away from City Hall and is requested to provide representation, that employee shall first obtain verbal authorization from a supervisor to do so. As soon as is reasonably practicable, but not later than the end of the employee's following workday, the release shall be documented on a City provided form. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievant's Representative will be informed when time can be made available. To the extent reasonable and compatible with City operational needs, such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the Representative shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Representative will report to the employee's supervisor who will make arrangements for the meeting requested.

The City will make reasonable time available to Representatives to investigate grievances and disciplinary matters on behalf of the grievant. Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her Representative, shall not be counted as work time for any purpose.

Section 6. Voluntary Political Contributions (PEOPLE Checkoff).

If an employee submits a form authorizing a deduction from his or her paycheck for the AFSCME PEOPLE Program, the City shall effectuate such payroll deduction beginning the next pay period. Deductions withheld by the City shall be transmitted by direct deposit to the AFSCME District Council 36 bank account, unless otherwise directed by the Association President.

Section 7. Non-Discrimination.

The parties shall treat all employees equally in employment matters without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, and political or union activity.

Section 8. Joint Labor/Management Committee.

The City and the Association will maintain a Joint Labor Management Committee (the "Committee") comprised of seven (7) members. The City's members shall consist of representatives from the Human Resources Department and various other departments. The Association shall provide four (4) members to sit on its committee, which shall consist of two (2) full-time employees and two (2) part-time employees. Additional department and employee representatives may participate on the Committee to deal with departmental matters which may be addressed. This Committee shall meet monthly, or less frequently upon agreement of the Committee.

The JLM shall be utilized to allow the parties to discuss matters affecting the workplace environment.

The JLM shall not be a means for participating in the meet and confer process as provided for by *Government Code* Sections 3500 *et. seq.* The JLM's meetings shall not be "meet and confer" sessions as that term is used in *Government Code* Sections 3500 *et. seq.*

JLM consideration of proposed changes in terms and conditions of employment shall not occur and is not a condition precedent to the exercise by the City of its rights.

Section 9. City's Personnel Policies and Procedures and Standard Operating Procedures.

The City's Personnel Policies and Procedures and Standard Operating Procedures shall govern during the term of this Memorandum of Understanding, unless otherwise indicated herein.

ARTICLE XIII

MODIFICATION

Section 1. Maintenance of Existing Conditions.

Any employment policy, practices and/or benefits, including the alternative workweek schedule and overtime compensation are incorporated into this Memorandum of Understanding, unless otherwise stated herein. In the event of a conflict between the Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

Section 2. Modification and Waiver.

The City reserves the right to add to, delete from, amend or modify the Administrative rules, the City Municipal Code, and the City's Personnel Policies and Procedures Manual during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act.

Section 3. Severability.

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

ARTICLE XIV **TERM**

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2013, and shall remain in full force and effect up to and including midnight, the 30th day of June 30, 2015, or until the next Memorandum of Understanding becomes effective.
- (b) This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.

The City and the Association agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding by January 2015. The City and Association shall review the terms of this understanding, and meet and confer on any proposed changes to this Memorandum Of Understanding beginning February 2015.

"ASSOCIATION"

"CITY"

Date Kevin Larsen
President, CCEA

Date Jorge Rifá
City Administrator

Date Terry Ann Westmore
CCEA Member

Date Vilko Domic
Director of Finance

Date Tina Fierro
CCEA Member

Date Fernando Mendoza
Deputy City Administrator

Date Mario Moran
CCEA Member

Date Michael A. Casalou
Director of Human Resources

Date Jose Castillo
CCEA Member

APPROVED AS TO FORM:

Date Darryl Leyden
CCEA Member

Date Eduardo Olivo
City Attorney

ATTEST:

Date Steve Koffroth
AFSCME Representative

Date Linda Kay Olivieri
City Clerk



APPENDIX A

SCHEDULE OF BENEFITS

January 1, 2013/15

MAXIMUM BENEFIT

Maximum Benefit per Calendar Year per Covered Person \$2,000

Lifetime Maximum Benefit for Orthodontic Expenses per Covered Person \$1,000

DEDUCTIBLE AMOUNT

Each Covered Person per Calendar Year..... \$25

Each Family per Calendar Year..... \$75

PERCENTAGE OF ELIGIBLE DENTAL EXPENSES PAYABLE

Preventive and Diagnostic Services (Calendar Year Deductible Waived) 100 %

Basic Services 85 %

Major Services 80 %

Orthodontic Services 50 %

The Plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies. For a complete listing of eligible services and the benefits available, refer to your Summary Plan Description.

The Dental Expense Benefits above are provided to you by the CITY OF COMMERCE. Claims administration is provided by UMR Dental.



City of Commerce

ACCOUNTING TECHNICIAN I

Department: **Finance**

Class Code:

2115

Revised Date:

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under general supervision, performs technical accounting functions for the City of Commerce; processes documents for accounts payable and receivable, verifies the accuracy of technical and accounting documents, and generates reports.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Processes technical and accounting documents and related transactions in compliance with all applicable Federal, state and City rules, regulations and policies.
- Enters data into computer systems, and maintains information system database; enters data, performs mathematical calculations, processes transactions, validates data, and compiles documentation.
- Checks technical and accounting documents for validity and accuracy of information; reviews source documents for compliance to rules and regulations; determines proper handling of transactions within designated limits; refers matters requiring policy interpretation to supervisor for resolution.
- Maintains financial records and filing systems associated with accounts payable and receivable; updates accounts and generates summary reports.
- Generates various special and recurring reports; maintains additional accounting records as needed.
- Provides information and assistance to staff and others having business with the City; answers inquiries about technical and accounting records; explains rules, policies, and procedures; researches financial issues and provides information within the scope of authority.
- Updates, maintains and organizes electronic and paper files, records, reports and documents.
- Maintains the absolute confidentiality of all records and information.

MINIMUM QUALIFICATIONS:

Education and Experience:

High School Diploma or GED equivalent; AND two year's bookkeeping and accounting experience, preferably in a government environment.

Required Licenses or Certifications:

- Must possess a valid California Driver's License.

JOB DESCRIPTION

Accounting Technician I Title change only 6-2013.doc

Required Knowledge of:

- City organization, operations, policies and procedures.
- Accounting and bookkeeping principles and methods, including special fund procedures.
- Record keeping and file maintenance principles and procedures.

Required Skill in:

- Entering numerical and technical information into a computer system with speed and accuracy.
- Maintaining accurate financial and technical records.
- Performing technical accounting work and mathematical calculations.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is performed in a standard office environment.



City of Commerce

ACCOUNTING TECHNICIAN II

Department: **Finance**
Revised Date:

Class Code: **2106**
FLSA Status: **Non-Exempt**

GENERAL PURPOSE: Under general supervision, performs technical payroll accounting functions for the City of Commerce; processes payroll documents and timesheets, generates technical reports and assures the accuracy and timeliness of all payroll activities.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Processes technical and accounting documents, payroll documents and timesheets and related transactions in compliance with all applicable Federal, state and City rules, regulations and policies.
- Enters data into computer systems, and maintains information system database; enters data, performs mathematical calculations, processes transactions, validates data, and compiles documentation.
- Checks technical accounting and payroll documents for validity and accuracy of information; reviews source documents for compliance to rules and regulations; determines proper handling of transactions within designated limits; refers matters requiring policy interpretation to supervisor for resolution.
- Maintains financial records and filing systems associated with accounts payable and receivable; updates accounts and payroll systems related transactions and generates summary reports.
- Generates various special and recurring reports; maintains additional accounting records as needed; reviews and makes changes to employee information for taxes and benefit deductions, wage assignments, and special levies.
- Coordinates with Human Resources on employee benefits issues to assure timely and accurate processing of personal action forms; reviews and validates data; maintains additional accounting records as needed.
- Manages special fund accounts as assigned, including grant programs and flexible spending accounts; updates and maintains statistical information, financial reports and related documents.
- Provides information and assistance to staff and others having business with the City; answers inquiries about technical and accounting records; explains rules, policies, and procedures; researches financial issues and provides information within the scope of authority.
- Updates, maintains and organizes electronic and paper files, records, reports and documents.
- Maintains the absolute confidentiality of all records and information.

MINIMUM QUALIFICATIONS:

Education and Experience:

Associate's Degree in Accounting, Finance, Business Administration, or related field; AND three year's payroll and accounting experience, preferably in a government environment.

JOB DESCRIPTION
Accounting Technician II Draft.doc II

Required Licenses or Certifications:

- Must possess a valid California Driver's License.

Required Knowledge of:

- City organization, operations, policies and procedures.
- Applicable City, state and federal regulations and laws regarding payroll practices and procedures.
- Payroll accounting rules and procedures.
- Accounting and bookkeeping principles and methods, including grant fund and special fund procedures.
- Record keeping and file maintenance principles and procedures.

Required Skill in:

- Entering numerical and technical information into a computer system with speed and accuracy.
- Maintaining accurate and interrelated financial and technical records, and identifying and reconciling errors.
- Performing technical payroll accounting work and mathematical calculations.
- Meeting critical time deadlines.
- Using initiative and independent judgment within established procedural guidelines.
- Assessing and prioritizing multiple tasks, projects and demands.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is performed in a standard office environment.



City of Commerce

COVER BUS OPERATOR

Department: **Transportation**
Revised Date:

Class Code: **1322**
FLSA Status: **Non-Exempt**

GENERAL PURPOSE: Under general supervision, operates transit buses of various sizes on assigned routes, for scheduled pickup assignments, and in accordance with specific manifest instructions; provides safe, secure, comfortable services to users of the City of Commerce's public transit program.

DISTINGUISHING CHARACTERISTICS:

Bus Operator I: Bus Operator I is the entry-level class for Bus Operator work. This position participates in a formal classroom and Bus Operator Training program and is provided on-the-job training within an established procedural framework. Incumbents work under close supervision while being trained and gradually work more independently as knowledge and skills increase.

Bus Operator II: Bus Operator II is the journey level and is expected to operate transit buses of various sizes on assigned routes, for scheduled pickup assignments, in accordance with the City of Commerce's public transit program. Possess knowledge of local and regional geographical area, road systems, City and state traffic regulations and the locations of landmarks and special venues.

Cover Bus Operator: Cover Operator is assigned to cover open and/or vacant routes/assignments as needed; in accordance with the City of Commerce's public transit program. When not covering open routes/assignments, work in the office answering telephone calls providing general information; communicating with Drivers/Supervisors using two-way radio/telephone to discuss and/or schedule customer service requests; and trouble-shooting operational problems encountered while providing office coverage and taking the necessary steps to remedy identified problems and coordinate with the Supervisor on problem resolution.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Operates a variety of City transit vehicles according to established schedule, assigned routes and special excursion plans; provides assistance to passengers as needed, and assures passenger comfort and safety; assures that clients receive the highest level of customer service possible.
- Provides safe, secure, comfortable services to users of the City public transit program in accordance with Department Standard Operating Procedures (SOP); maintains order among passenger, and handles volatile situations according to SOP; explains passenger policies, provides directions, and assists customers according to SOP.
- Assists riders to safely board and disembark the vehicle; exits the bus and assists passengers with special needs as required; provides passengers with verbal and written information regarding transit services, destinations, special announcements, and schedules.

Cover Bus Operator

JOB DESCRIPTION
Cover Bus Operator

- Performs daily vehicle inspection and cleaning prior to beginning service; assures all required written reports are completed and submitted on a daily basis including, inspection reports, incident reports, accident reports, and operational problem reports; reports any operational problems to the supervisor in a timely manner, and completes other reports as required.
- Operates a variety of transportation vehicles in accordance with all traffic laws, regulations and procedures; identifies and reports vehicle problems requiring additional maintenance and repair.
- Cooperates with the investigation of any customer complaints; completes all required training.
- Recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries.

MINIMUM QUALIFICATIONS:

Education and Experience:

- High School Diploma or GED equivalent; AND two year's commercial transportation experience with at least one year within the last 3 years or after serving 2080 hours working as a Part-time Bus Operator I with the City of Commerce.

Required Licenses or Certifications:

- Must possess a valid California Commercial Driver's License; specific endorsements may be required; First Aid and CPR certifications are required.

Required Knowledge of:

- City policies and procedures.
- State and Federal laws, statutes, rules, codes and regulations governing public transportation programs.
- Safe driving techniques in all road conditions.
- First Aid and CPR.
- Safety rules and regulations.
- Local and regional geographical area, road systems, City and state traffic regulations and the locations of landmarks and special venues.
- Radio & telephone communications protocols.

Required Skill in:

- Operating public transit vehicles in a safe manner, in compliance with all traffic laws, City policy and procedures, and state and local regulations.
- Reacting quickly to situations that could create safety and security problems.
- Using courtesy and respect in providing customer service to transit bus riders.
- Reading maps and schedule information.
- Closely following verbal and written instructions and procedures.
- Establishing and maintaining effective working relationships with co-workers and the public.

Physical Demands / Work Environment:

- Work is performed in a transit vehicle in a traffic environment; incumbents are required to exit the vehicle to assist passengers. Incumbents may be required to work overtime, and evening, weekend, and holiday shifts; must maintain a level of physical fitness to meet departmental standards.
- This is a safety sensitive position subject to drug and alcohol testing according to City policy and Federal Transit Administration regulations.

Cover Bus Operator



City of Commerce

HUMAN RESOURCES ANALYST

Department: **Human Resources**

Class Code:

1212

Revised Date:

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under general supervision, provides a wide variety of journey level professional, administrative, analytical, and coordination duties in support of human resources functions and programs including recruitment & selection, evaluation, classification, compensation, job evaluation, benefits, employee relations, and workers' compensation; to oversee and coordinate assigned administrative processes, procedures, and programs; and to provide highly responsible and complex staff assistance to the Human Resources Director.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Provide professional journey level staff assistance and coordination in support of human resources functions and programs including recruitment & selection, evaluation, classification, job evaluation, benefits, and compensation.
- Participate in the preparation and administration of assigned budgets.
- Research, collect, compile, and analyze information from various sources on a variety of specialized human resources topics; prepare comprehensive technical records, reports, and summaries to present and interpret data, identify alternatives, and make and justify recommendations.
- Plan and conduct comprehensive salary and benefit surveys; perform job evaluation, classification, and class specification development.
- Coordinate recruitment process including outreach activities; screen employment applications; ensure applicants meet or exceed minimum qualifications; rank candidates accordingly.
- Develop, coordinate, and administer written, performance, and/or oral employment examinations; ensure that exams and interviews are conducted in accordance with Federal and State laws and City policies and procedures.
- Select and orient evaluators regarding examination procedures and rating criteria; establish and certify eligibility lists.
- Provide assistance to the Human Resources Director during arbitration and contract negotiations; research and collect relevant data pertaining to local and/or regional collective bargaining agreements.
- Assist in various risk management duties including safety and workers' compensation programs.

Human Resources Analyst

JOB DESCRIPTION

Human Resources Analyst

- Supervise, train, and evaluate work of assigned staff members; schedule and delegate work assignments.
- Serve as a liaison with employees, public and private organizations, and other organizations; provide information and assistance regarding human resources programs and services; receive and respond to complaints and questions relating to human resources; review problems and recommend corrective actions.
- Attend meetings as a representative for the Human Resources Division; prepare, administer, and monitor programs.

MINIMUM QUALIFICATIONS:

Education and Experience:

Three years of advanced human resources experience involving professional level duties in areas such as: recruitment, selection, testing, classification, compensation, benefits, safety and workers' compensation, and job evaluation. Education equivalent to an Associate's Degree from an accredited college or university. Bachelor's degree in a related field preferred.

Required Licenses or Certifications:

- Must possess a valid Class C California Driver's License. IPMA-CP desirable.

Required Knowledge of:

- City organization, operations, policies and procedures.
- State and Federal laws, statutes, rules, codes and regulations governing HR functions.
- Principles and practices of public sector personnel administration, personnel files and confidential records management, and effective customer service practices.
- Principles and practices of effective employee recruitment.
- Principles, practices and methods of compensation and wage structure research and analysis.
- Employee relations principles and practices.
- Principles of recruiting, training and organizational development.

Required Skill in:

- Recruiting applicants in accordance with established employment practices and methods.
- Assessing, analyzing, and identifying problems, and recommending effective solutions.
- Analyzing and interpreting HR procedures, policies, and methods.
- Conducting research, analyzing results and writing reports on HR programs and procedures.
- Preparing, maintaining, and reviewing human resource records, reports, and documentation.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.
- Organizing, setting priorities and exercising sound independent judgment within areas of responsibility.

Physical Demands / Work Environment:

- Work is performed in a standard office environment.

Human Resources Analyst



City of Commerce

Public Safety Manager

Department: **Community Services**

Class Code:

4015

Revised Date:

FLSA Status:

Exempt

GENERAL PURPOSE: Under general supervision, plans, coordinates, and supervises the City of Commerce's Public Safety operations; administers and promotes public safety programming, crime prevention and City's, ComCat Volunteer Program; conducts research and provides recommendations regarding departmental programs and services including community outreach activities and crime prevention classes; liaises with other City departments and outside agencies; and supervises assigned personnel; and performs other related duties as assigned.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Oversees the day-to-day activities of the City's Public Safety Division including community safety, neighborhood watch, animal control, parking enforcement, and crossing guard services.
- Participates in reviewing and updating the City's Public Safety policies and procedures; reviews and approves safety related regulations required for inclusion in the City's Enforcement Program and coordinates related response efforts with the Los Angeles Sheriff's Department.
- Develops, administers, and monitors the Public Safety, Animal Control, Crossing Guard, ComCat Volunteer Program and Neighborhood Watch Coordinator's programs and budgets; prepares and submits grant applications; administers grant funding and maintains compliance with grant reporting requirements.
- Evaluates and determines requirements for Public Safety equipment, supplies, and special materials; reviews and approves purchase requisitions; negotiates with vendors regarding equipment pricing.
- Supervises and evaluates the performance of assigned personnel; coordinates and/or delivers employee training; researches and develops training materials.
- Monitors and ensures staff compliance with departmental policies, procedures, and applicable regulatory requirements.
- Coordinates and conducts administrative, legal, and personnel studies; compiles and analyzes data; prepares reports and provides recommendations regarding Public Safety programs and services.
- Serves as a Public Safety liaison with other City departments; presents and/or explains the scope of public safety functions, guidelines, and limits of responsibility.
- Coordinates with other City departments regarding program research; communicates the impact of new programs and/or City ordinances on individual department/City operations.
- Promotes, organizes and facilitates Public Safety programs within the community; develops and maintains relationships with community organizations, citizen/senior groups, and local businesses.
- Communicates and/or meets with the public to address complaints and safety issues; monitors and ensures appropriate follow up on public concerns; designs and develops informational materials and videotapes used to educate the public regarding public safety including press releases and newspaper articles and City's Cable TV channel.
- Administers the City's Parking Citation Program; coordinates program activities with the parking administration contractor; reviews and evaluates disputed parking citations.

Public Safety Manager

JOB DESCRIPTION
Public Safety Manager

- Develops parking citation reports as required by the Safety & Community Services Director and City Council; proposes ordinances for inclusion in the City's Enforcement Program.
- Serves as a Public Safety liaison with the Traffic and Community Services Commission; coordinates and conducts commission meetings upon request.
- Liaises with law enforcement personnel regarding crime prevention matters; assists in coordinating City facilities/resources used in major crime prevention and suppression activities; acts as a City liaison and assists victims in obtaining restitution for criminal acts.
- Attends and participates in various meetings pertaining to Public Safety operations and services.
- Supervises Community Services Department operations in the absence of the Safety & Community Services Director.

MINIMUM QUALIFICATIONS:

Education and Experience:

Bachelor's Degree in Criminal Justice, Police Science, or related field; AND five years supervisory experience in public safety operations. Prior law enforcement experience desirable.

Required Licenses or Certifications:

- Must possess a valid California Driver's License.

Required Knowledge of:

- City operations, policies, and procedures.
- Public Safety operations, policies, and procedures.
- Regulations and standards governing public safety activities.
- Various types of municipal programs related to public safety.
- Processes for preparing and administering budgets.
- Grant administration principles and processes.
- Public Safety records, reports, and documentation.
- Supervisory principles, practices, and methods.

Required Skill in:

- Supervising and coordinating the City's Public Safety operations.
- Administering, coordinating, and promoting public safety programming within the community.
- Responding to public inquiries and complaints regarding various types of public safety matters.
- Coordinating Division activities with City departments and outside agencies.
- Establishing and maintaining cooperative working relationships with staff, City departments, outside agencies, community organizations, and the general public.
- Preparing grant applications and administering grant funding.
- Developing and administering budgets and monitoring expenditure.
- Supervising, leading, and delegating tasks and authority.

Physical Demands / Work Environment:

- Work is performed primarily in a standard office environment and occasionally in the field with exposure to variable weather conditions, machinery with moving parts, and hazardous chemicals.
- Subject to sitting, standing for extended periods of time, walking, bending, reaching, and lifting of objects up to 50 pounds.

Public Safety Manager



City of Commerce

Recreation Manager

Department: **Parks & Recreation**

Class Code: **5605**

Revised Date:

FLSA Status: **Non-Exempt**

GENERAL PURPOSE: Under general supervision, participants in the development, administration, and evaluation of recreation senior citizen center and sports programs; plans and organizes recreation activities and supervises personnel; performs special assignments for the City Administrator's office.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Plans, develops, organizes, supervises and evaluates recreational programs and city-wide events.
- Participates in the selection, training and evaluation of employees.
- Schedules activities and supervises the preschool program.
- Assesses program participation, hours of operation and performance in determining community needs and priorities.
- Conducts facility inspections and reviews activity reports.
- Reviews Community Center Sports Program and Senior Citizens Center budgets.
- Makes recommendations for program changes that have an overall affect on services offered to the community.
- Makes presentations and prepares precise reports.
- Organize Special Events as needed.
- Performs special assignment.
- Performs related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Equivalent to a Bachelor's Degree with a major in recreation administration, physical education, or a related field; AND Six Years supervisory experience in planning, organizing and supervising a variety of sports, recreation, and arts and crafts programs.

Required Knowledge of:

- City organization, operations, policies and procedures.
- State and Federal statutes, rules, codes, regulations and resources for Recreation programs.
- Principles and practices of recreation program development and administration.
- Principles and practices of administrative management, including personnel rules, cost accounting, budgeting, procurement, and employee supervision.
- Policies, rules and regulations governing the conduct and safety of parks and recreation programs and facilities.
- Techniques and protocols for researching online technical databases.
- Business computers, and specialized software applications for management of parks and recreation systems.
- Record keeping and file maintenance principles and procedures.

Required Skill in:

- Interpreting and applying Parks and Recreation standards and City policies and procedures.
- Assessing community needs and developing solutions.
- Developing, coordinating and conducting recreation programs and activities.
- Planning, organizing, and coordinating the work of professional, technical and clerical personnel.
- Analyzing problems, identifying alternative solutions, projecting the consequences of proposed actions, and implementing recommendations in support of Department goals.
- Using initiative and independent judgment within established procedural guidelines.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining cooperative working relationships with City employees, officials, and representatives from other local, state and Federal agencies.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is performed in a Recreation Center and a standard office environment.



City of Commerce

SENIOR OFFICE SPECIALIST

Department: **Various**

Class Code:

1407

Revised Date:

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under general supervision, performs highly responsible complex and specialized administrative support duties for City staff; organizes and arranges information, and processes administrative and financial documents and provides assistance to general public.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Responds to requests for information and assistance; explains HR Policies to employees, applicants and the public; greets and assists visitors, provides technical information to City Staff and assistance to the public within departmental scope of authority.
- Creates, updates and tracks a variety of electronic and paper files, records, reports, and technical and financial documents; enters department records, applications and customer information and other data into City computer systems; accesses and locates information for customers, staff, authorized agencies and others.
- Performs a variety of technical and specialized office assistance duties within designated area with required departmental functional and procedural knowledge; prepares, assembles and distributes memoranda, letters, information packets, agendas and other communications; composes correspondence from rough drafts or brief instructions, edits correspondence and reports, reviews documents for accuracy and completeness,
- Compiles, updates and maintains statistical information, reports and related documents; coordinates special projects and assignments as directed; may take meeting minutes as assigned; records maintenance and database management; may take and processes fingerprints.
- Assist in coordination and maintains special programs, events, employment and open enrollment fairs, meetings and trainings.
- Assists customers with applications, government forms, vendor requests, and other technical documents; responds to departmental related requests for information within the scope of authority.
- Processes administrative and financial documents, including timecards and personnel action forms; performs data entry for employee tracking, records maintenance and database management
- Assists the public and answers inquiries about department services, programs and records; explains rules, policies, and procedures, and researches database and files; refers matters requiring policy interpretation to supervisor for resolution.
- May perform basic bookkeeping and cashier functions, and process funds and invoices.
- Answers telephone calls and directs callers to the correct person or work group, or takes and relays messages as appropriate; may also handle radio traffic.
- May make travel arrangements to include; airfare, registration, lodging accommodations and transportation.
- Maintains absolute confidentiality of work-related issues, records, documents and City information.

JOB DESCRIPTION

Senior Senior Office Specialist- Draft (2).doc

DISTINGUISHING CHARACTERISTICS:

Senior Office Specialist is the experienced level in the job series; incumbents perform a variety of technical and specialized duties utilizing departmental knowledge of programs and functions, and City policies and procedures.

MINIMUM QUALIFICATIONS:

Education and Experience:

High School Diploma or GED equivalent; AND three year's administrative experience.

Required Licenses or Certifications:

- Must possess a valid California Driver's License.

Required Knowledge of:

- City policies and procedures.
- Applicable policies, procedures and regulations covering specific areas of assignment.
- Customer service standards and protocols.
- Record keeping and file maintenance principles and procedures.

Required Skill in:

- Assessing and prioritizing multiple tasks, projects and demands.
- Entering information into a computer system with speed and accuracy, and maintaining electronic files.
- Writing basic reports and correspondence from brief instructions.
- Operating standard office equipment, and a personal computer utilizing standard software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Providing effective customer service, and dealing tactfully and courteously with the public.
- Communicating clearly and concisely, both verbally and in writing

Physical Demands / Work Environment:

- Work is performed in a standard office environment.



City of Commerce

SENIOR PARK MAINTENANCE CREW LEADER

Department: **Parks & Recreation**

Class Code:

5707

Revised Date:

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under general supervision, performs general labor and provides oversight of the maintenance of City Parks, park facilities, lawns, grounds, street medians and other cultivated areas in the City, in accordance with all safety regulations and procedures.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Acts as a lead worker to a crew of Park Maintenance Workers, including scheduling and training employees, and assigning and coordinating daily work activities; purchases supplies and materials, inventory control functions including tracking purchases and safely storing supplies; preparation of written reports and other administrative assignments.
- Inspects park grounds, facilities and parkways for maintenance priorities, damage, hazards and vandalism, and schedules maintenance and repairs as needed.
- Operates a variety of specialized equipment and performs manual labor tasks in order to maintain clean, safe, attractive and user-friendly park system; maintains park facilities, lawns, grounds, sport courts, ball fields, cultivated areas, street medians, and City facilities as assigned; follows all safety rules and regulations to minimize risk of accidents.
- Performs a variety of Park grounds maintenance activities, including fertilizing, weed control, pest control, mowing, seeding and watering procedures; cleans up trash and debris; prunes and trims trees and shrubs; plants and extracts trees; loads and hauls materials.
- Maintains and repairs irrigation systems, sprinklers, lawns, sports fields, bleachers, landscaping and other park facilities; sweeps and cleans parks facilities, grounds and adjacent areas.
- Performs basic inspection and maintenance on tools, equipment, park equipment and motorized machinery; performs minor repairs to grounds maintenance equipment.
- Coordinate all special certifications for the division including Los Angeles County agriculture compliance and licensing.
- Operates a variety of vehicles and equipment in accordance with all safety regulations and procedures; identifies and reports mechanical problems requiring additional repair.
- Cleans and maintains park facilities, apparatus, shelter and equipment. Assists with landscaping design.
- Coordinates setup and teardown and other tasks for special City events as directed.
- Monitors work site to assure that safety rules and regulations are adhered to, and that the work zone and all equipment are in safe operating condition.
- Recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries.
- Responds as directed to perform emergency cleaning and maintenance work as required.
- Prepares initial draft of the performance and appraisal evaluations of Park Maintenance Workers and Park Maintenance Worker Trainees.

Senior Park Maintenance Crew Leader

JOB DESCRIPTION

Senior Park Maintenance Crew leader

- In the absence of the supervisor may be responsible for overseeing contractors, vendors and equipment rentals.

DISTINGUISHING CHARACTERISTICS:

Senior Park Maintenance Crew Leader is the senior level in the job series; this class differs from the Park Maintenance Worker by responsibilities for assigning daily staff activities, purchasing supplies and materials, inventory control duties, providing written reports and other administrative assignments.

MINIMUM QUALIFICATIONS:

Education and Experience:

High School Diploma or GED equivalent; AND four year's experience in park or ground maintenance, which includes but is not limited to the following fields: landscaping, carpentry, plumbing and large irrigation systems.

Required Licenses or Certifications:

- Must possess a valid California Driver's License and complete JPIA training course in Flagging Safety; training and certification for herbicide/pesticide application is required.
- Complete JPIA training course in Flagging Safety; training and certification for herbicide application within 90-days of hire.

Required Knowledge of:

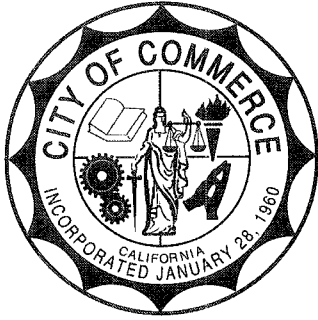
- City policies and procedures.
- Methods, materials, tools and equipment used in parks maintenance.
- Irrigation systems, landscaping equipment and basic repair techniques.
- Regulations on the use and application of chemical pesticides, safety and clean up.
- Federal, state and City safety rules and regulations.
- Occupational hazards and safety precautions

Required Skill in:

- Assigning and scheduling work, and overseeing a work crew.
- Assessing and prioritizing multiple tasks, projects and demands.
- Operating and maintaining power and hand tools and equipment in a safe and effective manner.
- Safe and efficient operation and maintenance of equipment according to standard operating and safety procedures.
- Safe use of chemicals, pesticides, herbicides and cleaning compounds.
- Establishing and maintaining effective working relations with co-workers.
- Performing heavy manual labor including lifting and carrying heavy objects.
- Closely following verbal and written instructions and procedures.

Physical Demands / Work Environment:

- Work is performed outdoors; required to perform moderate physical work, and lift and carry up to 50 pounds.



AGENDA REPORT

DATE: July 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: CITY COMMENT LETTER TO THE CITY OF BELL ON THE DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR) FOR THE BELL BUSINESS CENTER PROJECT

RECOMMENDATION:

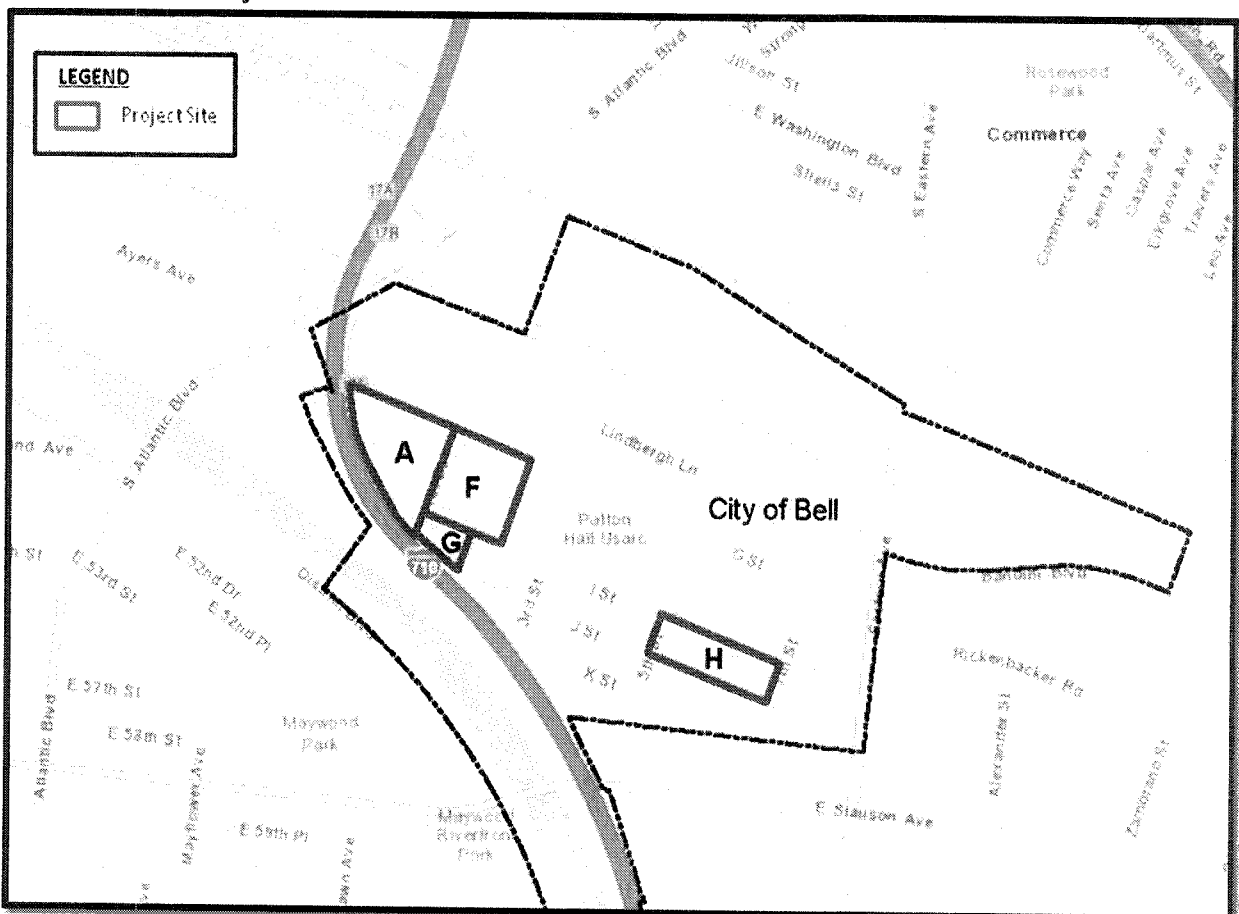
City Council discretion to approve the attached comment letter to the City of Bell concerning the Draft Environmental Impact Report (DEIR) for the Bell Business Center Project.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The City of Bell as the Lead Agency is accepting public comments on the Bell Business Center Project until July 5, 2013. The project involves the sale of 4 City owned parcels shown as Project Sites A, F, G, and H (total acreage of all these sites combined is 40.2). The parcels will then be developed with four warehouse/industrial buildings resulting in up to 840,390 square feet of new industrial and ancillary office space. The area including the four separate building sites are located in the City of Bell in an area bounded by Bandini Boulevard on the north, Eastern Avenue on the east, Slauson Avenue on the south and the I-710 Freeway on the west. The overall site area is bisected by Rickenbacker Road and Mansfield Way.



ANALYSIS:

Staff analysis of the DEIR including the traffic study for the project, concludes that the City of Commerce will bear a disproportionate impact from the vehicles accessing the project sites in Bell. More specifically, the DEIR identifies significant and unavoidable impacts transportation and circulation impacts within Commerce including the following locations:

- Atlantic/Bandini intersection;
- Eastern/Bandini intersection;
- Eastern/Rickenbacker intersection;
- Eastern/Mansfield intersection; and
- Atlantic Boulevard 710 North bound off ramp and Atlantic Boulevard 710 South bound off ramp.

The above intersections were studied in the DEIR, however, there were many more that were not i.e. Washington/Eastern, Bandini/Garfield, to name a few. As a result, staff believes the DEIR failed to study additional intersections in Commerce thereby limiting the scope of the analysis.

The DEIR does propose a “fair share” mitigation for each of the above intersections (except for Eastern/Mansfield which the DEIR indicates cannot be mitigated). The “fair share” mitigation allows for the applicant to pay their proportional share of the costs related to the actual construction of physical improvements at these intersections. The fair share concept indicates a developer is obligated to pay for those improvements that are required to address a project-specific impact. The fair-share concept requires that a linkage (referred to as a “nexus”) between a project impact and the need for a mitigation is established. The fair share concepts are also applicable for improvements (i.e. mitigations) that are physically located outside of an agencies jurisdictional area or that require coordination and approvals from other agencies including in this case, the City of Commerce and Caltrans. The feasibility of the mitigations proposed in the DEIR has not been evaluated by the City of Commerce and it may not be physically possible to install these mitigation improvements. For example, there may not be sufficient right of way to allow for additional turning lanes.

There are also a number of significant and unavoidable impacts relating to air quality and project generated emissions as well as climate change and greenhouse gas emissions. The air quality impacts relate to traffic while the greenhouse gas emissions are a function of traffic and building construction/operation.

Because the DEIR indicates significant and unavoidable impacts, and because of the uncertainty of the implementation of the mitigation measures, the City of Bell City Council (as Lead Agency) will then need to adopt a Statement of Overriding Considerations for the project. For purposes of CEQA, a Lead Agency is defined as the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment. Per CEQA, a Responsible Agency means a public agency, other than the lead agency which has responsibility for carrying out or approving a project. In the DEIR, Commerce (along with several other agencies) are identified as a Responsible Agency as the City will need to grant street permits and possibly encroachment permits to the project for access and construction of improvements to several of the above mentioned intersections.

Commerce understands that a Statement of Overriding Considerations will be a necessary action by the Lead Agency for the proposed project. **Commerce as a responsible Agency strongly objects to the basis for these Overriding Considerations, because the DEIR has failed to fully analyze potentially impacted intersections in Commerce and to identify and analyze potentially viable vehicular circulation options within the project area that would potentially mitigate traffic impacts.** We recommend a circulation study that looks at additional options for vehicular ingress and egress to the sites. For example, an access road should be explored from Bandini at Lindbergh/Lindbergh Lane or Amelia Earhart Way connecting to Rickenbacker or

Mansfield Way. We understand this would require installation of a new at grade rail crossing over the L.A. Junction railway line, and passing over the Army Reserve Staging Depot, however the DEIR fails to acknowledge or analyze this as an option.

Given the various deficiencies and failure of the DEIR to adequately address traffic and circulation impacts, staff is requesting the City Council approved the attached letter to the City of Bell.

RELATIONSHIP TO 2012 STRATEGIC GOALS

This agenda report relates to the 2012 Strategic Planning Goal: "*Protect and Enhance the Quality of Life in the City of Commerce*". Reviewing, monitoring and commenting on projects of regional significance that potentially impact the quality of life for Commerce residents is a key responsibility of staff. Together with City Council oversight and direction, comments will serve to properly document the issues facing the City and the potential impacts and/or mitigation that will be caused by the project.

FISCAL IMPACT:

There are budgeted resources to accomplish review of the DEIR.

Respectfully submitted,


Jorge Rifa
City Administrator

Recommended and prepared by:



Alex Hamilton
Assistant Director of Community Development

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

Attachment: Comment Letter on Bell Business Center DEIR (Draft)

DRAFT

June 25, 2013

Mr. Joe Perez
Community Development Director
City of Bell Planning Department
6330 Pine Avenue
Bell, CA 90201

Re: City of Commerce Comments to Draft Environmental Impact Report (DEIR) for
Bell Business Center Project

Dear Mr. Perez:

The purpose of this letter is to outline our findings regarding the Draft Environmental Impact Report (DEIR) prepared for the proposed Bell Business Park. The proposed project, if approved, will involve the construction of 840,390 square feet of new development. We appreciate your communication on this project and recognize the projects' importance to the City of Bell. That said, the DEIR does indicate significant and unavoidable impacts most of which are located in the City of Commerce and therefore create the need for a Statement of Overriding Considerations.

Our comments are arranged to correspond to the individual sections included in the DEIR.

Executive Summary

The Executive Summary indicates that the proposed project would not result in any impacts on schools and certain utilities (electrical, natural gas, and communication). The rationale for this conclusion is that the uses envisioned for the proposed project are not residential. Therefore, no impacts are anticipated. Given the proposed projects size (840,390 square feet) some growth inducing or secondary impacts are likely. For example, the proposed project's potential employment would likely use local public facilities in Commerce.

Section 1. Introduction

Page 1.0-1. We concur that the City of Commerce is a responsible agency for this project. Access to the project area is only possible via the City of Commerce street system. In addition, the water infrastructure is owned by the City of Commerce and operated by California Water Service. As such, the proposed project has a greater potential for impacting City of Commerce residents and businesses.

Section 2. Project Description

Page 2.0-2. The text indicates that Rickenbacker Road provided the only public access to the four project sites. The description should be expanded to indicate that "other access to this area includes Rickenbacker Road, Bandini Boulevard, and Slauson Avenue which are located within the City of Commerce."

Figures 2.0-3 through 2.0-6. These exhibits are conceptual in nature though the truck maneuvering diagrams indicate there may be some difficulties in truck movements into and out of the loading positions. These exhibits need to be revisited to ensure there will be sufficient clearance on-site to accommodate these movements.

General Comment. The number of truck loading docks for each of the proposed buildings has not been specifically identified. The DEIR should indicate the maximum number of truck loading docks for each potential building. As you are aware, truck dock doors can be indicative of trip generation. Extrapolating from the concept plans for the buildings, it looks like over 100 truck dock doors will be provided for the buildings. In addition, it is important to understand that adequate truck staging and access will be provided on the individual sites or to what extent (if any) truck parking will be allowed on Rickenbacker Road or Mansfield Way.

Page 2.0-5. The DEIR indicates a "development agreement" would be required though it is still being prepared. It also indicates that the development agreement will include the entitlement process that each parcel will be required to follow. We are unclear as to how the project's environmental review can proceed in the absence of a completed development agreement. The development agreement is the "project" that will lead to the physical development analyzed in the DEIR.

Section 3. Introduction to the Environmental Analysis and the Assumptions Used

We do not have any comments on this section.

Section 3.1 Air Quality

Page 3.1-5. The description indicates the types of uses that are considered to be sensitive receptors. The DEIR fails to identify the nearest sensitive receptors that could be affected by the proposed project's construction and operational emissions.

Page 3.1-12. The DEIR should emphasize that the proposed project does not conform to Criterion No. 2 since it will result in an exceedance of daily emissions thresholds.

Page 3.1-13. The DEIR must provide evidence that the project will not exceed the growth projections used to formulate the Growth Management Plan. The growth

projections for employment, population, and households have been prepared by the Southern California Association of Governments (SCAG). This information is also included in the DEIR (refer to Table 3.10-1).

Page 3.1-15. The analysis of truck emissions indicates that NO_x emissions will exceed the SCAQMD thresholds. The analysis should be expanded to clearly indicate the emissions impacts this truck traffic will have on sensitive receptors located in the City of Commerce. Mitigation measure(s) should be added indicating truck routes should avoid those areas where there is a concentration of homes and schools.

Page 3.1-20. The analysis of LSTs may underestimate the localized impacts since the assumption assumes limited use of construction equipment at any one time (two scrapers, one grader, and one rubber tired dozer). This usage corresponds to the "defaults" provided in the CalEEMod computer models. These defaults should be modified to reflect the actual size of the project which is in excess of 40 acres.

Section 3.2 Biological Resources

Entire Section. We concur that the project site is disturbed and will not result in any adverse impacts on natural habitats and/or sensitive plant or animal species. The demolition and grading activities will have the potential for disturbing rodent and insect vectors within the affected properties causing them to migrate to neighboring properties. We recommend that measures be identified to address this potential impact.

Section 3.3 Cultural Resources

We do not have any comments on this section.

Section 3.4 Climate Change and Greenhouse Gasses

Entire Section. We concur that the future potential development will result in potentially significant greenhouse gas emissions over the project's operational lifetime. The mitigation focusing on water conservation and recycling is already a requirement (the 3% diversion of solid waste is less than the mandated amount). Mitigation 3.4.1.a is an excellent start though these elements should be identified as requirements.

Section 3.5 Geology and Soils

Page 3.5-13. Mitigation measure 3.5.2 calls for a "design level" geotechnical study to be prepared in the future. This section of the DEIR appears to be deferring mitigation. Adequate information is available to prepare the required analysis. As an alternative, the mitigation should be rewritten to indicate that building construction will be required to defer to any pertinent building code requirements.

Entire Section. Are there any known or unrecorded landfills within the project area?

Section 3.6 Hazardous Materials

Entire Section. The analysis indicates that there may be a potential for some contaminated soils to be encountered during grading activities. Traces of asbestos-containing materials (ACMs), lead, PCBs, and other toxic contaminants may be encountered during site preparation activities. Specific mitigation should be identified to address this contingency given the close proximity of the homeless shelter and transitional housing facilities located nearby.

Section 3.7 Hydrology and Water Quality

The City of Commerce owns the water lines that serve the site; therefore this section should be corrected accordingly.

Section 3.8 Land Use

Entire Section. The analysis should evaluate the proposed project's conformity with the City's land use and development regulations (lot coverage, floor area ratio, landscaping, etc.).

Section 3.9 Noise

Entire Section. The analysis fails to clearly quantify construction and operational noise impacts. The text indicates the impacts are "less than significant" and then refers readers to the Appendix. An effort to quantify these impacts should be made given the size of the project and the presence of sensitive receptors in the immediate area.

Section 3.10 Population, Housing, and Employment

We do not have any comments on this section.

Section 3.11 Public Services and Utilities

Entire Section. We recommend that mitigation measures be added calling for the review of the site plans by the Los Angeles County Fire Department to conformance to any Fire Department recommendations. Mitigation measures should also be added to identify measures to further reduce water consumption and wastewater generation.

Page 3.11-18. The DEIR indicates utility lines in Rickenbacker Road will need upgrading to accommodate the proposed project. What is the nature and extent of these upgrades and how will they affect the City of Commerce?

Page 3.11-26. The potential increase in impervious surfaces within the 40 acre project site may lead to localized ponding impacts. The general nature of the description of impacts makes it difficult to determine the nature and extent of potential impacts to local streets in the City of Commerce.

Section 3.12 Transportation and Circulation

The City of Commerce will bear a disproportionate impact from the vehicles accessing the project sites in your City. Furthermore, the project will have several significant and unavoidable impacts relating to transportation and circulation impacts within Commerce. Commerce understands that a Statement of Overriding Considerations will be a necessary action by the Lead Agency for the proposed project. **Commerce as a Responsible Agency strongly objects to the basis for these Overriding Considerations, because the DEIR has failed to identify and analyze potentially viable vehicular circulation options to these project sites.** We recommend a circulation study that looks at additional options for vehicular ingress and egress to the sites. For example, an access road should be explored from Bandini at Lindbergh/Lindbergh Lane or Amelia Earhardt Way connecting to Rickenbacker or Mansfield Way. We understand this would require installation of a new at grade rail crossing over the L.A. Junction railway line, and passing over the Army Reserve Staging Depot, however the DEIR fails to acknowledge or analyze this as an option.

In addition, the Circulation Element of the 1996 City of Bell General Plan states the following:

"In addition, this Circulation Element and the Circulation Plan contained herein, contemplates that improvement and construction of new arterial roadways within the City's industrial Cheli district. Specifically, this Element provides for the future extension of Mansfield Way or Rickenbacker Road, westerly to be connected to Lindbergh Lane. These roadway improvements will provide a continuous roadway link with the City's major industrial district".

Lastly, the Circulation Element of the 1996 City of Bell General Plan also states the following:

" Policy 7. Continue to require new development proposals to include design features which will mitigate any adverse impact upon the circulation system".

The City is surprised no such additional circulation study was done, especially in light of support of such a concept in your General Plan.

Figure 3.12-1. The traffic distribution/assignment analysis indicates that 25% of the project traffic will use the segment of Eastern Avenue north of Bandini Boulevard and an additional 10% would use the segment of Eastern Avenue located south of Slauson. Even though this represents a large volume of traffic (35% of the total), no

analysis of any Eastern Avenue intersections in the City of Commerce were provided.

Figure 3.12-1. The traffic distribution/assignment analysis indicates that 25% of the project traffic will use the segment of Bandini Boulevard located east of Eastern Avenue. Even though this represents a large volume of traffic, no analyses of any Bandini Boulevard intersections located in the City of Commerce were provided.

Page 3.12-10. The trip generation analysis did not factor in the 44,000 square feet of office uses that may have a relatively high volume of peak hour traffic. The trip generation analysis should include an analysis of both office and warehouse-related trips.

Page 3.12-17. There were no intersections in the City of Commerce analyzed even though these intersections will be handling 55% of the total project traffic. The DEIR must be revised to reflect the critical intersections in the City of Commerce.

Page 3.12-22. The list of cumulative projects is incomplete and in error. A number of projects shown in this table have been completed years ago while others never moved forward. More significantly, a number of related projects in the City of Commerce are missing all together.

Trip Generation: Table 3.12-7: Provide full narrative and source description on percentage breakdown of vehicle classification for trip generation. Justify 10% for 4-axle truck trips generation from the project.

Trip Distribution: Figure 3.12-2: No percentages are shown along Atlantic Boulevard and Washington Boulevard in the vicinity of study intersection of Washington Bl/Atlantic Bl. If Washington Boulevard and Atlantic Boulevard are not expected to carry any project related traffic, then justify inclusion of the intersection of Washington Boulevard and Atlantic Boulevard as a study intersection.

Levels of Service: Please mention that the delay value shown for unsignalized intersections is for the most impacted movement/approach of the unsignalized intersection.

Cumulative Project Scenario: Justify considering year 2025 for cumulative traffic scenario analysis. Most regional agencies' planning horizon is now Year 2035 or later.

Mitigation Measures: Discuss the feasibility of the mitigation measures proposed, such as right of way availability, coordination with regional improvement plans, possibility of phasing, etc.

These comments are based on the traffic engineering review of the Transportation and Circulation section of the EIR, and not the Appendix 3.12 that is to contain traffic technical data.

Section 3.13 Effects Found to be Not Significant

We do not have any comments on this section.

Section 4 Alternatives

Entire Section. Section 4.1 and 4.2 provide a very good synopsis of CEQA's requirements as they relate to the development and/or selection of project alternatives. Unfortunately, this guidance was not followed in the selection of alternatives that were ultimately considered in the DEIR. Major concerns include the following:

Alternative 1. This alternative does not meet the CEQA definition of a "No Project" alternative. The No Project should consider both the existing baseline (existing conditions) *and* the development possible under the current land use regulations (i.e. the zoning or the general plan).

Alternative 2. In our comments regarding the Project Description, we indicated that there may be insufficient room from truck maneuvering for all four of the project elements. As a result, a reduced footprint scenario outlined in this alternative may be beneficial in providing more maneuvering area.

Alternative 3. We are unclear as to the rationale for the selection of this alternative. The types of commercial development identified in the discussion would lack any visibility and easy access to adjacent arterials that most commercial development would require.

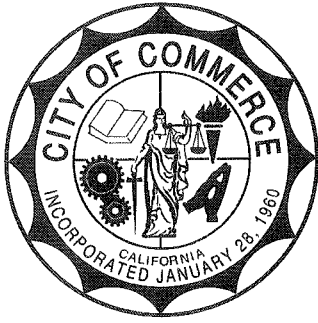
The analysis of alternatives should consider design elements that would address an identified significant impact. For example, a circulation alternative that would provide additional access would be very helpful in mitigating potential traffic impacts.

Thank you for your consideration of these comments.

Sincerely,

Jorge Rifa
City Administrator

cc: Councilmembers



AGENDA REPORT

DATE: July 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: RECONSIDERATION OF RESOLUTION NO. 13-55 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING AN INCREASE TO THE CALMET SERVICES, INC. SERVICE RATE STRUCTURE FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

RECOMMENDATION:

Reconsider the approval of Resolution No. 13-55 in order to allow City Council members to decide on the need to abstain pursuant to Section 81000 of the *Political Reform Act*.

MOTION:

- (1) Move to reconsider Resolution No. 13-55.
- (2) Move to re-approve Resolution No. 13-55.

BACKGROUND/ANALYSIS:

On June 18, 2013, the City Council considered the approval of Resolution No. 13-55. Staff had previously reported that the existing Solid Waste Management Agreement with CalMet Services, Inc. (CalMet) is due to expire on June 30, 2014. On January 15, 2013, Council directed staff to proceed with negotiating contract terms with CalMet for an extension of a total of 5 years as reflected in a three-year and two-year contract period. Staff is proceeding with drafting new contract terms and negotiating with CalMet. However, since CalMet had not received a rate increase since July 1, 2009, CalMet requested a 2.22% CPI increase effective July 1, 2013 as expressed in the attached correspondence dated April 15, 2013.

Based on CalMet's service level, responsiveness to the residents and City's needs, low complaint rate, reliability, and length of time CalMet has not received a rate increase, staff recommended that Council grant their request for a 2.22% rate increase effective July 1, 2013. Staff advised that it will return to Council by calendar year end to present its recommendations of a new contract and overview of agreed upon service and terms to award an exclusive franchise agreement to CalMet for residential refuse and recycling services effective July 1, 2014.

At the June 18th meeting, the City Council was confronted with a large audience of City employees and a number of public comments regarding ongoing negotiations with full-time and part-time employees. That process lasted a significant period of time and was of great concern to the City Council. After the meeting, several City Council members advised the City Attorney that they had received contributions from CalMet for the last election and that they had intended to abstain from voting on the CalMet matter. Technically, under *Government Code* §81000 of the *Political Reform Act*, such action would not trigger a conflict of interest or the need for an abstention. However, as a matter of caution, the subject City Council members have requested that the matter be placed on the agenda for reconsideration so that they may address the issue and potentially record their abstention on the record. CalMet has been advised that this matter will be reconsidered at the July 2, 2013, meeting for the reasons set forth above.

FISCAL IMPACT:

The 2.22% CPI increase will result in an approximate \$14,000 annual increase for Fiscal Year 2013/2014.

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 2009 Strategic Plan.

Respectfully submitted,



Jorge J. Rifá
City Administrator

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. 13-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, AUTHORIZING AN INCREASE TO THE CALMET SERVICES, INC.
SERVICE RATE STRUCTURE FOR RESIDENTIAL REFUSE AND RECYCLING
COLLECTION AND DISPOSAL SERVICES

WHEREAS, CalMet Services, Inc. is currently under an agreement with the City to provide refuse and recycling services to the City of Commerce's residents; and

WHEREAS, the existing Solid Waste Management Agreement with CalMet Services, Inc. (CalMet) is due to expire on June 30, 2014; and

WHEREAS, on January 15, 2013, Council directed staff to proceed with negotiating contract terms with CalMet for an extension of a total of 5 years as reflected in a three-year and two-year contract period and staff is proceeding with drafting new contract terms and negotiating with CalMet; and

WHEREAS, staff will return to Council by calendar year end to present its recommendations for a new contract and overview of agreed upon service and terms to award an exclusive franchise agreement to CalMet for residential refuse and recycling services effective July 1, 2014; and

WHEREAS, CalMet sent the City of Commerce a letter, dated April 15, 2013 requesting a 2.22% rate increase based on the Consumer Price Index effective July 1, 2013; and

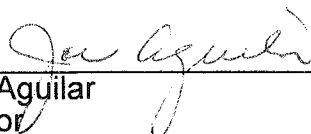
WHEREAS, staff recommends granting their request effective July 1, 2013 based on their service level, responsiveness to the residents and the City, low complaint rate, reliability, and length of time CalMet has not received a rate increase, since July 1, 2009.

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

SECTION 1. Authorizes a 2.22% rate increase effective July 1, 2013 to the current Solid Waste Management Agreement with CalMet in effect until June 30, 2014 and a new monthly rate of \$52,849.17.

SECTION 2. The Mayor's execution of the resolution for and on behalf of the City Council is hereby approved and ratified

PASSED, APPROVED AND ADOPTED this 18th day of June, 2013.

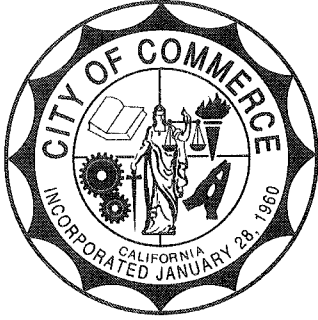


Joe Aguilar
Mayor

ATTEST:



Linda Kay Olivier, MMC
City Clerk



AGENDA REPORT

MEETING DATE: July 2, 2013

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: NO SMOKING IN THE PARK ORDINANCE

RECOMMENDATION:

The City Council is requested to consider authorizing the City Attorney to draft an ordinance to prohibit smoking in city parks, as recommended by the Parks & Recreation Commission.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On May 2, 2013, the Parks & Recreation Commission voted unanimously to recommend to Council an ordinance prohibiting smoking in all City parks. This would include: Bandini Park, Bristow Park, Rosewood Park, and Veterans Park (including Pacific Mini Park). The Commission's concerns relate to the fact that smoking harms not just the smoker, but also family members, park patrons and city employees who breath cigarette smoke commonly referred to as "second hand smoke".

ANALYSIS:

Currently, the City of Commerce enforces Section 104495 of the Health and Safety Code of the State of California prohibiting smoking within 25 feet of a playground. The City also enforces a prohibition on smoking within 20 feet of a public facility.

Section 104495 of the *Health and Safety Code* of the State of California (effective January 1, 2002), prohibiting smoking within 25 feet of a "playground" or "tot lot sandbox area" does not preempt the authority of a city to enact additional, more restrictive local regulations prohibiting smoking around playgrounds and other areas of the park.

FISCAL IMPACT:

If an ordinance is enacted, the Parks and Recreation Department will have to spend approximately \$1,000 to display appropriate signage in city parks. This expense can be absorbed in the current budget and an additional budget allocation will not be necessary.

RELATIONSHIP TO STRATEGIC GOALS:

This item is related to Council's strategic goal of developing a tangible environmental mitigation plan. Living in an industrial city in the shadow of Vernon and Los Angeles, residents of Commerce are exposed to airborne pollutants from a multitude of sources that include factories, vehicular and rail traffic, and pollution related to the movement of goods through the I 710 corridor. The city provides parks and green space to enable residents to pursue a healthy and active lifestyle that includes regular exercise and organized activities. An ordinance restricting smoking in parks will reduce at least one source of harmful pollutants to which residents are exposed, while in city parks.

Recommended and prepared by:


Scott Wasserman
Director of Parks & Recreation

Respectfully submitted:

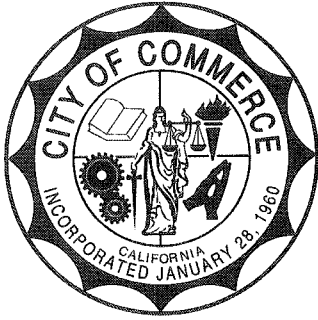

Jorge Rifa
City Administrator

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney



AGENDA REPORT

Meeting Date: July 2, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: City Commission and Committee Appointments and Measure AA Advisory Committee Appointment

RECOMMENDATION:

Make the appropriate appointments to the various City Commissions and Committees and the Measure AA Advisory Committee.

MOTION:

Council discretion.

BACKGROUND:

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

ANALYSIS:

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

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

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

It is further recommended that the Council make the appropriate appointment of one *ex officio* member to the Measure AA Advisory Committee who will represent the City of Commerce Employees Association, pursuant to the provisions of Resolution No. 13-56.

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Recommended by:

Linda Kay Olivieri
City Clerk

Respectfully submitted,

Jorge J. Rifa
City Administrator

Attachments: Current Commission/Committee Roster

AGENDA ITEM No. 11

CITY OF COMMERCE

Revised on:
June 13, 2013 VMA

COMMUNITY SERVICES COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON SANDRA JIMENEZ	4/5/11	4/2/2013	3/18/2015	A/O	Y	Del Rio
VICE CHAIRPERSON YOLIE ACOSTA	3/22/11	4/2/2013	3/18/2015	A/O	Y	Aguilar
JOANNA FLORES	5/3/11	4/2/2013	3/18/2015	A/O	Y	Robles
ERNESTO GONZALEZ	4/16/2013		3/18/2015	A/O	Y	Altamirano
RODRIGO GALLEGOS	4/2/2013		3/18/2015	A/O	Y	Leon

COMMENTS:

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

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

CITY OF COMMERCE

EDUCATION COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>APPT. DATE</u>	<u>ORIGINAL REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON ED MILES	9/6/11	4/2/2013	3/18/2015	A/O	Y	Aguilar
VICE CHAIRPERSON MARCO HERRERA	4/19/11	4/2/2013	3/18/2015	A/O	Y	Robles
LIBBY STOKES	3/26/12	4/2/2013	3/18/2015	A/O	Y	Del Rio
CARMEN MARQUEZ-COOPER	8/21/12	4/2/2013	3/18/2015	A/O	Y	Leon
EVELYN DIAZ	4/3/12	5/23/2013	3/18/2015	A/O	Y	Altamirano

COMMENTS:

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

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

CITY OF COMMERCE

LIBRARY COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON DANIEL LARIOS	3/22/11	4/2/2013	3/18/2015	A/O	Y	Robles
VICE CHAIRPERSON LETTIE JARAMILLO	4/7/09	5/23/2013	3/18/2015	A/O	Y	Altamirano
JOSIE BETANCOURT	10/20/10	3/22/11 4/2/2013	3/18/2015	A/O	Y	Aguilar
BEATRIZ MANCIA	6/2/09	3/22/11 4/2/2013	3/18/2015	A/O	Y	Del Rio
ERNIE VELA	12/1/09	3/22/11 4/2/2013	3/18/2015	A/O	Y	Leon

COMMENTS:

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

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

CITY OF COMMERCE

PARKS & RECREATION COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON NICKY ANN LEON	12/16/08	3/22/11 4/2/2013	3/18/2015	A/O	Y	Leon
VICE CHAIRPERSON RUDY TORRES	3/22/11	4/2/2013	3/18/2015	A/O	Y	Robles
CHRIS GRIEGO	4/17/12	4/16/2013	3/18/2015	A/O	Y	Altamirano
LAURA PEREZ	4/5/2005	3/17/09 3/22/11 4/2/2013	3/18/2015	A/O	Y	Del Rio
Confirm appointment following elimination of 8-year service limitation						
STEVE VIESCA	1/17/06	3/22/11	3/18/2015	A/O	Y	Aguilar

Appt. Continued from 6/18/13

COMMENTS:

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

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

CITY OF COMMERCE

PLANNING COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER- PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON JOHN DIAZ	5/3/11	4/2/2013	3/18/2015	A/O	Y	Del Rio
VICE CHAIRPERSON JORGE MONTES	4/10/12	4/2/2013	3/18/2015	A/O	Y	Robles
ANNELLE GRAJEDA	4/3/12	4/2/2013	3/18/2015	A/O	Y	Aguilar
JULISSA ALTAMIRANO	11/28/2012	4/16/2013	3/18/2015	A/O	Y	Altamirano
NANCY BARRAGAN	4/2/2013		3/18/2015	A/O	Y	Leon

COMMENTS:

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

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

CITY OF COMMERCE

SENIOR CITIZENS COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON CHARLES CALDERON	4/5/11	4/2/2013	3/18/2015	A/O	Y	Robles
VICE CHAIRPERSON TO BE DETERMINED						
ADELITA ZEPEDA	5/7/13		3/18/2015	A/O	Y	Aguilar
SHARON ROWE	4/3/12	4/16/2013	3/18/2015	A/O	Y	Altamirano
SANDY CORNEJO	7/3/12	4/2/2013	3/18/2015	A/O	Y	Leon
VACANCY			3/18/2015			Baca Del Rio

COMMENTS:

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

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

CITY OF COMMERCE

TRAFFIC COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON CARL N. BAKER	4/10/12	4/2/2013	3/18/2015	A/O	Y	Del Rio
VICE CHAIRPERSON JAVIER VAZQUEZ	5/3/11	4/2/2013	3/18/2015	A/O	Y	Robles
ISABEL CALDERA	4/2/2013		3/18/2015	A/O	Y	Leon
CATHY DUARTE	4/16/2013		3/18/2015	A/O	Y	Altamirano
ANTONIO R. GONZALEZ, SR.	4/17/07	3/22/11 4/2/2013	3/18/2015	A/O	Y	Aguilar

COMMENTS:

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

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

CITY OF COMMERCE

YOUTH ADVISORY COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON To Be Determined						
VICE CHAIRPERSON MARILYN ARROYO	11/19/09	3/22/11 4/2/2013	3/18/2015	A/O	Y	Aguilar
JONATHAN GONZALEZ	12/18/12	4/2/2013	3/18/2015	A/O		Del Rio
ALYSSA MATAS	10/20/10	3/22/11 5/23/13	3/18/2015	A/	Y	Altamirano
MONICA RODARTE	4/3/12	4/2/2013	3/18/2015	A/O	Y	Leon
VANESSA GONZALEZ	1/15/13	4/2/2013	3/18/2015	A/O		Robles

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

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

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

CITY OF COMMERCE

BEAUTIFICATION COMMITTEE

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
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CHAIRPERSON
To be determined

VICE CHAIRPERSON
To be determined

VACANT			3/18/2015			Del Rio
VACANT			3/18/2015			Leon
VACANT			3/18/2015			Aguilar
RON PEREZ	4/7/09	3/22/11	3/18/2015	A/O	Y	Vacant (appointed by former C/M Fierro)

CONNIE GARCIA	4/5/11		3/18/2015	A/O	Y	Robles
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COMMENTS:

Staff Liaison: Alex Hamilton, Assistant Director of Community Development

Meets: 2nd Tuesday of each month at 3:30 p.m. City Hall North Conference Room

CITY OF COMMERCE

PAGEANT STEERING COMMITTEE

Fingerprinting is not a requirement of the Pageant Steering Committee.

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

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

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

Meets: Unscheduled

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

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

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>APPOINTED BY</u>
CHAIRPERSON JOE AGUILAR					Council
VICE CHAIRPERSON (to be determined)					
BOB EULA	8/6/03	3/22/11 4/2/2013	3/18/2015	A/O	Aguilar
MIKE ALVARADO	4/2/2013		3/18/2015		Robles
AUGUSTINE PEREZ	4/16/13		3/18/2015	A/O	Altamirano
ED MILES	4/16/13		3/18/2015	A/O	Del Rio
VACANCY			3/18/2015		Leon

COMMUNITY BASED ORGANIZATION APPOINTEE
East Yard Communities for Environmental Justice
ANGELO LOGAN 3/22/11
2317 Atlantic Ave. 4/2/2013
323-263-2113
alogan@eycej.org
(Designated Alternate – Isella Ramirez; iramirez@eycej.org).

COMMUNITY BASED ORGANIZATION APPOINTEE
United Families of Bristow Park
JESUS CERVANTES 3/22/11
(Designated Alternate – Pending) 4/2/2013
Not Completed

INDUSTRIAL APPOINTEE
EDDIE TAFOYA 4/2/2013
Industrial Council Not Completed
6055 Washington Blvd., Ste 110
323-728-7222
eddie@industrialcouncil.org

A/O Council
A/O Council
Not Completed Council
Not Completed Council

(Designated Alternate – Pending)

INDUSTRIAL APPOINTEE JON R. RENO Heger Industrial 5701 S. Eastern Ave., Ste 101 323-727-1144 (Designated Alternate – Robert G. Thornburgh)	5/17/11	4/2/2013	3/18/2015	A/O	Council
PLANNING COMMISSION APPOINTEE NANCY BARRAGAN (Designated Alternate-Jorge Montes)	5/22/2013		3/18/2015	Not Applicable	Planning Comm
TRAFFIC COMMISSION APPOINTEE JAVIER VAZQUEZ (Designated Alternate-Cathy Duarte)	6/12/2013		3/18/2015	Not Applicable	Traffic Comm
MEMBER AT-LARGE XOCHILT YBARRA	4/5/11	4/2/2013	3/18/2015	A/	Council
MEMBER AT-LARGE JIM PARROWS 99 Cent Store 4000 Union Pacific Ave 323-980-8154 (Designated Alternate – Don Arter)	6/21/11	4/2/2013	3/18/2015	A/O	Council

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

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

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

NOTE:

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

CITY OF COMMERCE

ENVIRONMENTAL JUSTICE ADVISORY TASK FORCE

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

CITY OF COMMERCE

ENVIRONMENTAL JUSTICE ADVISORY TASK FORCE (Continued)

Page 2

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

Y Council

3/22/11 3/18/2015

**LARGE/SMALL BUSINESS & INDUSTRIAL/
ORGANIZED LABOR MEMBER**
EDDIE TAFOYA 6/19/07
Industrial Council of the
City of Commerce
6055 Washington Blvd., Ste. 110
323-728-7222
Fax: 728-7565
eddie@industrialcouncil.org

Y Council

3/22/11 3/18/2015

**LARGE/SMALL BUSINESS & INDUSTRIAL/
ORGANIZED LABOR MEMBER**
STEPAN ALTOUNIAN 5/3/11
Sealwize
7136 East Slauson Ave
323-720-9077

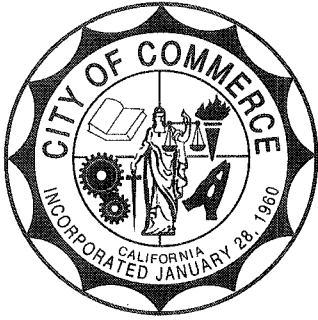
Council

3/18/2015

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

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

Meets: no schedule provided.



AGENDA REPORT

DATE: July 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: POLICY DIRECTION REGARDING USE OF CTY PHONE NOTIFICATION SYSTEM

RECOMMENDATION:

At the request of Councilmember Tina Baca Del Rio, receive and file a report on policy direction regarding use of the CTY Phone Notification System, and provide further direction as deemed necessary.

MOTION:

Approve the recommendation.

BACKGROUND:

The CTY Notification System was implemented in the City of Commerce in July 2007. The purpose of this system was to provide a more efficient method of communicating urgent and important information to residents during an emergency or disaster. A database of all registered numbers is contained in the system, and the system is able to deliver a pre-recorded message to a particular area or areas within the City. The CTY System has been primarily utilized to communicate emergency related information, or in very few cases, to deliver very important information, such as for the recent Bristow construction. At the direction of the City Administrator or Director of Safety and Community Services, the Assistant Emergency Preparedness Officer will send messages through the system, and designate date/time of delivery, and the residents who the message will be delivered to. It is important to continue to only deliver information that is of urgent or emergent nature. Many residents have expressed that they do not wish to receive messages about City events and activities, and only want their phone number used for emergency related information.

ANALYSIS:

At the request of Councilmember Tina Baca Del Rio, the City Council will receive the report and provide further direction if deemed necessary.

FISCAL IMPACT:

There is no fiscal impact associated with this informational report.

RELATIONSHIP TO 2009 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".

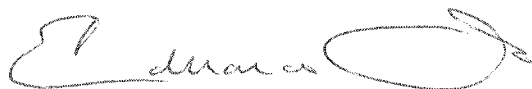
Recommended by:


Loretta Gutierrez
Interim Director of Safety & Community Services

Respectfully submitted,


Jorge Rifa
City Administrator

Approved As To Form:

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

Eduardo Olivo
City Attorney

Agenda 2013-10 Policy Direction CTY Notification System



AGENDA REPORT

Meeting Date: 07/02/2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, WITH RESPECT TO APPOINTMENT TO AND MEMBERSHIP IN CITY COMMISSIONS, COMMITTEES AND BOARDS AND SUPERSEDING RESOLUTION NOS. 97-15, 03-17, 07-26, 10-26 AND 11-2

RECOMMENDATION:

Move to approve and adopt the Resolution with respect to appointment to and membership in City Commissions, Committees and Boards and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

At its meeting of June 18, 2013, the Council, at the request of Councilmember Baca Del Rio, reconsidered the provision specified in Resolution No. 97-15, approved and adopted by the Council on May 20, 1997, and as amended from time-to-time, prohibiting any person from serving more than eight years total on a specific Commission, Committee or Board. This limitation was originally adopted by the Council on, and has been in effect since, June 4, 1984. The Council, by a unanimous vote, directed that the appropriate Resolution be prepared eliminating this provision.

ANALYSIS:

The attached Resolution eliminates the eight-year service limitation. Also, it brings Resolution No. 97-15 and its subsequent amendments up-to-date to reflect the current practices relating to membership on City Commissions, Committees and Boards.

Councilmember Baca Del Rio is also requesting at this time that the Council reconsider the limitation specified in Section 9 [Section 18 of Resolution No. 97-15], which prohibits more than one member of a household from serving at the same time on any Commission, Committee or Board, with the exception of the Youth Advisory Commission [and Council Subcommittees].

FISCAL IMPACT:

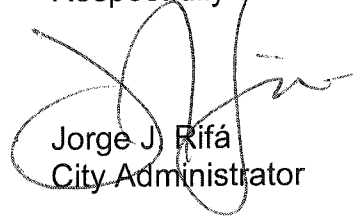
This activity may be carried out without additional impact on the current operating budget.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This item is not specifically related to any of the 2012 Strategic Goals.

AGENDA REPORT – 0702/2013
RESOLUTION – COMMISSION/COMMITTEE
APPOINTMENT & MEMBERSHIP
Page 2 of 2

Respectfully submitted,



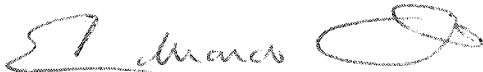
Jorge J. Rifa
City Administrator

Recommended by:



Linda Kay Olivieri
City Clerk

Reviewed as to form:



Eduardo Olivo
City Attorney

Attachment: Resolution With Respect to Appointment to and Membership in City
Commissions, Committees and Boards

SUM (RESO - COMMISSION & COMMITTEE APPT & MEMBERSHIP) - 07-02-2013.DOC
06/25/2013 lko

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
WITH RESPECT TO APPOINTMENT TO AND MEMBERSHIP IN CITY COMMISSIONS,
COMMITTEES AND BOARDS AND SUPERSEDING
RESOLUTION NOS. 97-15, 03-17, 07-26, 10-26 AND 11-2

THE CITY COUNCIL OF THE CITY OF COMMERCE DOES RESOLVE AS FOLLOWS:

Section 1: Unless otherwise specifically provided, the provisions of this Resolution shall apply to all City of Commerce Commissions, Committees and Boards whose members are appointed by the City Council or its members, including any non-profit corporations that may be formed by action of the City Council.

Section 2: Except as provided herein, or may be otherwise specifically provided, the provisions of this Resolution shall cancel and supersede any conflicting provisions which may be contained within individual resolutions establishing or regulating the Commissions, Committees and Boards to which this Resolution applies. Except to the extent of such conflict, existing provisions relating to the affected Commissions, Committees and Boards shall remain in effect. Resolution Nos. 97-15, 03-17, 07-26, 10-26 and 11-2 are specifically superseded.

Section 3: Except as provided herein, or may be otherwise specifically provided, where a Commission, Committee or Board has five members, each member of the City Council shall appoint one member, with the consent of the City Council. If there are more than five members, the City Council shall appoint the additional members by a majority vote.

Section 4: The terms of office of each appointee of an individual Council member or full Council shall be for a period not-to-exceed two years, expiring at the next General Municipal Election, but shall continue until the appointment and qualification of their respective successors. However, if any City Council member should resign, vacate or forfeit his or her Council seat before the expiration of the term of that office, that City Council member's appointees shall be removed, replaced or confirmed, at the discretion of the remaining members of the City Council.

Section 5: Notwithstanding the provisions of the preceding Section 4, all members shall serve at the will of the City Council. However, if a member is removed prior to the expiration of his or her term, the successor shall be appointed by the same member of the City Council or by the full Council who appointed the terminated member, subject to the approval of the City Council.

Section 6: With the exception of industrial, business, organized labor, community-based organization and professional member appointees, all persons appointed to City Commissions, Committees and Boards shall be residents of the City of Commerce at all times while such membership continues. Unless otherwise specifically provided, industrial and business member appointees must be employed by a business located within the City of Commerce; organized labor member appointees must be representative of employees working within the City of Commerce and community-based organizations must be located in the City of Commerce.

Section 7: Unless otherwise specifically provided, no person shall serve at the same time on a Commission, Committee or Board. This prohibition shall not apply to appointment to a City Council Subcommittee or the Pageant Steering Committee.

Section 8: Unless otherwise specifically provided, no city employee shall serve on a Commission, Committee or Board.

Section 9: Unless otherwise specifically provided, while any member of a household is serving on a Commission, Committee or Board, no other person residing in the same household shall serve at the same time on any Commission, Committee or

Board. This section shall not apply to service on the Youth Advisory Commission or City Council Subcommittees.

Section 10: The missing of three meetings within a calendar year shall result in automatic termination from a Commission, Committee or Board and there shall be no "excused absences" allowed. The City Council may reappoint individuals who are automatically terminated pursuant to this section on a case-by-case basis given the circumstances of the absences. Notwithstanding the provisions herein, in the event that an absence is due to a procedural error or irregularity not within the control of the Commissioner, Committee Member or Board Member, said absence will not be counted toward the missing of meetings as delineated in this section.

Section 11. Any individual appointed to serve on a Commission, Committee or Board must take the required loyalty oath, complete the application for appointment and provide fingerprints as required by Resolution No. 98-37 within twelve (12) weeks of appointment or reappointment. Failure to comply with this section will result in the automatic termination from the Commission, Committee or Board. The City Council may reappoint the individual on a case-by-case basis given the circumstances for noncompliance herewith.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk