

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

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

MONDAY, AUGUST 5, 2013 – 6:30 P.M.

- CALL TO ORDER** Mayor/Chairperson Aguilar
- PLEDGE OF ALLEGIANCE** Alex Hamilton, Assistant Director of Community Development
- INVOCATION** Councilmember/Board Member Baca Del Rio
- ROLL CALL** Deputy City Clerk Alexander

APPEARANCES AND PRESENTATIONS

1. Commendation – Recognizing Park Maintenance Employees Anthony Delgado and Armando Zuniga For Heroic Efforts

On the morning of July 30, 2013, Park Maintenance Workers Anthony Delgado and Armando Zuniga were driving to their worksite when they noticed a burning building. They moved quickly to awaken a sleeping truck driver to have him move his truck to provide access for emergency vehicles and assisted to remove a fire victim from the floor who was having trouble breathing to get out of the building.

The **City Council** will present Commendations to Anthony Delgado and Armando Zuniga for their heroic efforts beyond the call of duty.

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

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AND SUCCESSOR AGENCY AGENDA**

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specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

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

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

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

CONSENT CALENDAR

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

2. Approval of Warrant Register Nos. 26A, 26B and 1A

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 26A, dated August 5, 2013, No. 26B, for the period July 17 to August 1, 2013, and No. 1A, dated August 6, 2013.

3. A Resolution of the City Council of the City of Commerce, California, Authorizing the Filing of An Administrative Petition for Review Challenging the Los Angeles MS4 Stormwater Permit Adopted on November 8, 2012 on Behalf of the City of Commerce

The **City Council** will consider for approval and adoption a proposed Resolution authorizing the filing of an Administrative Petition for review challenging the Los Angeles MS4 Stormwater Permit adopted on November 8, 2012, on behalf of the City of Commerce.

4. A Resolution of the City Council of the City of Commerce, California, Approving a Professional Services Agreement with Transtech Engineers, Inc., to Conduct a Tree and Sidewalk Study for Slauson Avenue

The **City Council** will consider for approval and adoption a proposed Resolution approving a Professional Services agreement with Transtech Engineers, Inc., to conduct a Tree and Sidewalk Study for Slauson Avenue.

5. A Resolution of the City Council of the City of Commerce, California, Approving and Adopting County of Los Angeles Probation Department Agreement to Provide Prevention and Intervention Program for September 1, 2013 – August 31, 2014

Since 1987, the City has entered into Agreements with the L.A. County Probation Department to provide a Prevention and Intervention Program (PIP). Through a City assigned Probation Officer, PIP continues to be an

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important factor in the deterrence of delinquent activity and monitoring of adult probationers throughout the City of Commerce.

The **City Council** will consider for approval and adoption a proposed Resolution approving and adopting County of Los Angeles Probation Department agreement to provide Prevention and Intervention Program for September 1, 2013 – August 31, 2014.

6. A Resolution of the City Council of the City of Commerce, California, Approving a Contract with Mike Rose Masonry for City Project No. 1304 – Camp Commerce Retaining Wall Project

The **City Council** will consider for approval and adoption a proposed Resolution approving a Contract with Mike Rose Masonry for City Project No. 1304 – Camp Commerce Retaining Wall Project.

7. A Resolution of the City Council of the City of Commerce, California, Approving the Agreement Between the City and MCI Sales and Service, Inc. for the Lease of a Bus

On July 2, 2013, the City approved the capital outlay expenditures for FY13-14; one of the capital outlay projects approved was the refurbishing of the City's 1995 over-the-road coaches. The absence of the over-the-road coaches would have a negative impact on transit operations. As such, the City requested that the vendor lease a bus to the City until the refurbishment can be completed.

The **City Council** will consider for approval and adoption a proposed Resolution approving and ratifying the Lease Bus Agreement between the City and MCI Sales and Service, Inc. for the lease of a bus.

8. A Resolution of the City Council of the City of Commerce, California, Authorizing City Staff to Apply for Grant Funding for Capital and Operating Assistance on Behalf of the City, for Fiscal Year 2013-2014

The **City Council** will consider for approval and adoption a proposed Resolution authorizing City staff to apply for Grant Funding for capital and operating assistance on behalf of the City for FY 2013-2014.

9. A Resolution of the City Council of the City of Commerce, California, Approving the City of Commerce Taser Policy for Community Safety Officers/Community Safety Specialists and Animal Control Officers

Recently, the City has noticed a very significant increase in vicious dog attacks. The Community Safety Officers, Safety Specialists (CSO, CSS) and Animal Control Officers are often charged at by aggressive animals. The Tasers are only intended to provide the CSS's/CSO's and Animal Control Officers with a defensive tool that can be used in response to aggressive animals. The Los Angeles Sheriff's department will provide an 8-hour Taser Certification course for the use of the Tasers.

The **City Council** will consider for approval and adoption a proposed Resolution approving the City of Commerce Taser Policy for Community Safety Officers, Community Safety Specialists and Animal Control Officers.

10. A Resolution of the City Council of the City of Commerce, California, Approving a Letter of Agreement Amending the Memorandum of Understanding with Mid-Management and Non-Management Full-Time Employees Represented By the City of Commerce Employees Association

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The **City Council** will consider for approval and adoption a proposed Resolution approving a Letter of Agreement amending the 2013-14 & 2014-15 Memorandum of Understanding with mid-management and non-management full-time employees represented by the City of Commerce Employees Association.

11. Commission and Committee Appointments

The **City Council** will make the appropriate appointments to the following Commissions and Committees: Parks & Recreation Commission, Senior Citizens Commission and I-710 Local Advisory Committee (Ad Hoc).

PUBLIC HEARINGS

SCHEDULED MATTERS

12. A Resolution of the City Council of the City of Commerce, California, in Support of SB 811 (Lara), Related to the State Highway Route 710

At the request of Mayor Aguilar and Councilmember Robles, the **City Council** will consider for approval and adoption a proposed Resolution in support of Senate Bill 811 (Lara), related to the State Highway Route 710, introduced by Senator Ricardo Lara.

13. Removal of Unauthorized Bus Benches and Reviewing the Feasibility of Allowing Bus Bench Advertising

There are approximately thirty-six (36) unauthorized advertising benches installed throughout the City of Commerce. The unauthorized benches are maintained in unsatisfactory conditions, and do not reflect a positive image the City.

The **City Council** will consider, and take the appropriate action as may be deemed necessary with respect to, the removal of unauthorized bus benches placed throughout the City and thereafter, consider for approval reviewing the feasibility of allowing advertising on the City's bus shelters and/or benches as a revenue source. The two options available to the City at this time are 1) Issue a Request for Proposal (RFP) to Replace Unauthorized Benches with New Bus Shelters without Advertisement; or 2) Allow Advertising on New and Existing Bus Shelters and Bus Benches.

The Council continued this item from its meeting of July 16, 2013.

14. A Resolution of the City Council of the City of Commerce, California, Authorizing City Staff to Enter Into a Reimbursement Agreement ("Agreement") with Craig Realty Group Citadel, LLC ("CRG Citadel") for Pavement Repairs and Restriping of Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road

The **City Council** will consider for approval and adoption a proposed Resolution authorizing City staff to enter into a Reimbursement Agreement ("Agreement") with Craig Realty Group Citadel, LLC ("CRG Citadel") for pavement repairs and restriping of Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road.

15. Emergency Operations Center (EOC) – Naming of Facility

At the request of Councilmember Baca Del Rio, the **City Council** will consider, and take the appropriate action as may be deemed necessary with respect to, the official naming of the Commerce Emergency Operations Center (EOC).

16. Use of Camp Commerce VIP Cabin During Employee Weekend (Labor Day)

At the request of Councilmember Baca Del Rio, the **City Council** will consider, and take the appropriate action as may be deemed necessary with respect to providing policy direction to the City Administrator to conduct an employee raffle for the use of the VIP Cabin at Camp Commerce during the Employee Weekend held each year during the Labor Day weekend.

ORDINANCES AND RESOLUTIONS

17. Resolution of the City Council of the City of Commerce, California, Approving the Fiscal Year 2013/2014 Capital Improvement Program Budget and Other Matters Related Thereto

The **City Council** will consider for approval and adoption a proposed Resolution approving the Fiscal year 2013/2014 Capital Improvement Program Budget and other matters related thereto.

CIP PROGRESS REPORT – None

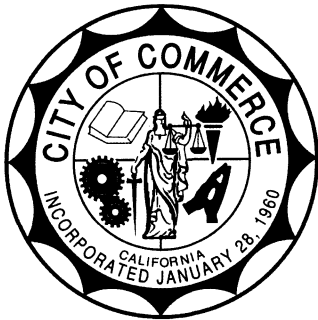
I-710 LOCAL ADVISORY COMMITTEE UPDATE – None

RECESS TO CLOSED SESSION – No Items

ADJOURNMENT

Adjourn in memory of Lillian Kawasaki, Water Replenishment District Board Director.

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



AGENDA REPORT

Meeting date: August 5, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Commendation – Park Maintenance Staff, Anthony Delgado and Armando Zuniga

RECOMMENDATION:

Read and present commendations from the City of Commerce to Anthony Delgado and Armando Zuniga, in appreciation for their emergency response on the morning of July 30, 2013, above the call of duty.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On the morning of July 30, 2013, Park Maintenance Workers Anthony Delgado and Armando Zuniga were making their way to the Washington Islands to irrigate the medians when they noticed smoke in the air. As they drove down Washington Boulevard, they saw a building on fire. After calling 911, they noticed an 18 wheel truck parked in front of the burning building. They woke up the sleeping driver and had him move the truck out of the way, to provide better access for emergency vehicles. As this was happening, they noticed a male occupant in the burning building on the floor at the doorway, gasping for air. Both men grabbed the man and moved him to safety.

ANALYSIS:

Anthony Delgado has been a city employee since 1993, and a Park Maintenance staff member since 1996.

Armando Zuniga has been a city employee and Park Maintenance staff member since 1985.

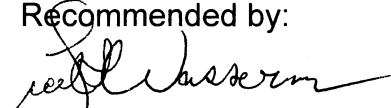
FISCAL IMPACT:

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 Strategic Goal #1, Staff Development: The actions of Mr. Delgado and Mr. Zuniga exemplify the best of the Commerce workforce. Both men have demonstrated their commitment to serving the Commerce community by going above and beyond the call of duty with their heroic actions on, July 30, 2013.

Recommended by:


Scott Wasserman
Director of Parks and Recreation

Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to Form:


Eduardo Olivo
City Attorney

AGENDA ITEM No.

1



AGENDA REPORT

DATE: August 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING THE FILING OF AN ADMINISTRATIVE PETITION FOR REVIEW CHALLENGING THE LOS ANGELES MS4 STORMWATER PERMIT ADOPTED ON NOVEMBER 8, 2012 ON BEHALF OF THE CITY OF COMMERCE

RECOMMENDATION:

Adopt the Resolution and authorize the filing of an administrative petition for review challenging the Los Angeles MS4 Stormwater Permit adopted on November 8, 2012 on behalf of the City of Commerce, and assign the number next in order.

MOTION:

Approve the recommendation.

BACKGROUND/ ANALYSIS:

On December 4, 2012, the City of Commerce City Council authorized the filing of an administrative petition for review and request for abeyance challenging the Los Angeles MS4 Storm Water Permit adopted on November 8, 2012. Richards, Watson & Gershon (RWG), representing 21 petitioners, filed the petition on December 12, 2012 with the California State Water Resources Control Board (Water Board). In addition to our joint petition, the Water Board also received 15 petitions for appeal filed by various environmental groups led by the Natural Resources Defense Council (NRDC) for immediate litigation.

As outlined in the December 4, 2012 staff report, the City's options were 1) not to appeal, 2) appeal or 3) appeal with a request that it be held in abeyance for two years. The City Council authorized option 3, which did not result in an immediate appeal. The City's intent was to begin implementing the Permit, but retain the right to litigate in the future if implementation, related costs, and enforcement against the City prove problematic.

At this time, the City is implementing the MS4 Permit and working jointly with the Los Angeles River Upper Reach 2 Sub-watershed (LAR UR2 SW) consisting of the cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon and the Los Angeles Flood Control District to develop a Watershed Management Program (WMP), a comprehensive planning document that implements the requirements of the Permit on a watershed scale through customized strategies, control measures, and Best Management Practices ("BMPs"). *Under the MS4 Permit, discharges that are in compliance with the requirements and milestones of an approved WMP are also generally deemed in compliance with the Permit's receiving water limitations.* The NRDC petitioners are not in agreement with allowing a "compliance alternative" as described under a WMP and consider it giving permittees like Commerce a "safe harbor" from regulations. Their petition argues that this is a violation of federal law.

Due to numerous agencies throughout California requesting the State to revise receiving water limitations (strict numeric targets) and allow an alternative compliance standard, the Water Board is planning a workshop in early fall of 2013 and inviting comments on the question of whether a WMP is an appropriate approach to revising the receiving water limitations. If not, the Water Board asks for comments on what revisions to the WMP would make the approach a viable alternative to receiving water limitations in MS4 permits.

In reality, there is no safe harbor. The Permit increases the City's future efforts to comply with water quality standards and the expense to do so. The Permit also grants the Water Board significant discretion in deciding the fate of submitted WMPs, their contents and basis for approval. More importantly, if the City deviates from the extremely tight compliance deadlines within the Permit or the WMP is rejected for any reason at any time or the Watershed Group determines the WMP will not actually meet the approved "enforceable benchmarks," the City

still can be subject to liability for numeric water quality exceedances under the receiving water limitations language as currently written.

Since the Water Board must review and act on the petitions, it intends to decide all permit-related issues at the same time. As a result, the Water Board did not specifically address or authorize our request for our appeal to be held in abeyance. Rather, the Water Board recently notified petitioners that they have until September 20, 2013 in which to file a brief for an appeal of the MS4 Permit.

Staff Recommendation

Due to outstanding permit issues that directly affect Commerce and its ability to comply with permit regulations, the best course is for the City to express its own interest. Should the City decide not to file an appeal, the City forfeits any future appeal of the MS4 Permit regulations and must accept the outcome as potentially influenced by other petitioners. Staff recommends that the City participate in a joint appeal. Of the original 21 petitioners requesting an abeyance, 17 have confirmed pursuing an appeal of the MS4 Permit to date. Three of the four remaining of the original petitioners decided to pursue an administrative appeal with a different law firm.

FISCAL IMPACT:

Commerce's share is approximately \$6,000 - \$8,000. There are sufficient funds budgeted for legal expenses in Account #10-1050-53030, Legal Services.

RELATIONSHIP TO 2009 STRATEGIC GOALS:


This agenda report item complies with Goal #2 – *Protect and Enhance Quality of Life in the City of Commerce*. In conjunction with State and Federal water quality regulations, Commerce is promoting water quality for all residents.

Respectfully submitted,



Jorge Rifá
City Administrator

Recommended by:



Patrick Malloy
Special Assistant to the City Administrator

Prepared by:



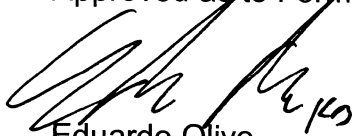
Gina Nila
Environmental Services Manager

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, AUTHORIZING THE FILING OF AN ADMINISTRATIVE PETITION FOR
REVIEW CHALLENGING THE LOS ANGELES MS4 STORMWATER PERMIT
ADOPTED ON NOVEMBER 8, 2012 ON BEHALF OF THE CITY OF COMMERCE

WHEREAS, on December 4, 2012, the City of Commerce City Council authorized the filing of an administrative petition for review and request for a two-year abeyance challenging the Los Angeles MS4 Storm Water Permit adopted on November 8, 2012.; and

WHEREAS, Richards, Watson, & Gershon (RWG), representing 21 petitioners, filed the petition on December 12, 2012 with the California State Water Resources Control Board (Water Board); and

WHEREAS, in addition to the joint petition, the Water Board also received 15 petitions for appeal filed by various environmental groups led by the Natural Resources Defense Council (NRDC) for immediate litigation; and

WHEREAS, the City's intent was to begin implementing the Permit, but retain the right to litigate in the future if implementation, related costs, and enforcement against the City prove problematic; and

WHEREAS, at this time, the City is implementing the MS4 Permit and working jointly with the Los Angeles River Upper Reach 2 Sub-watershed (LAR UR2 SW) consisting of the cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon and the Los Angeles Flood Control District to develop a Watershed Management Program (WMP) a comprehensive planning document that implements the requirements of the Permit on a watershed scale through customized strategies, control measures, and Best Management Practices ("BMPs"); and

WHEREAS, under the MS4 Permit, discharges that are in compliance with the requirements and milestones of an approved WMP are also generally deemed in compliance with the Permit's receiving water limitations; and

WHEREAS, due to outstanding permit issues relating to receiving water limitations in the MS4 Permit, the ability of permittees to meet the strict numeric targets, a Statewide request for the Water Board to revise such regulations, and numerous petitions received challenging the MS4 Permit, the Water Board will decide on the issues at the same time and notified petitioners that they have until September 20, 2013 in which to file a brief for an appeal of the MS4 Permit; and

WHEREAS, the Permit increases the City's future efforts to comply with water quality standards and the expense to do so and grants the Water Board significant discretion in deciding the fate of submitted WMPs, their contents and basis for approval. More importantly, if the City deviates from the extremely tight compliance deadlines within the Permit or the WMP is rejected for any reason at any time or the Watershed Group determines the WMP will not actually meet the approved "enforceable benchmarks," the City still can be subject to liability for numeric water quality exceedances under the receiving water limitations language as currently written; and

WHEREAS, should the City decide not to file an administrative petition for appeal, the City forfeits any future appeal of the MS4 Permit regulations and must accept the outcome as potentially influenced by other petitioners.

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

Section 1. City staff is authorized to take all action necessary including signing a joint defense agreement with counsel for other permittee petitioners, on behalf of the City of Commerce, to have an Administrative Petition for Review filed with the State of California Water Resources Control Board appealing the MS4 Permit adopted on November 8, 2012.

Section 2. The City shall participate in a cost-sharing arrangement for the filing of the petition by the law firm of Richards, Watson & Gershon, at a cost not to exceed \$8,000.

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

ATTEST:

Joe Aguilar
Mayor

Victoria M. Alexander
Deputy City Clerk



AGENDA REPORT

MEETING DATE: August 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT TO CONDUCT A TREE AND SIDEWALK STUDY FOR SLAUSON AVENUE WITH TRANSTECH ENGINEERS, INC.

RECOMMENDATION:

The City Council will consider approval and adoption of a resolution approving a Professional Services Agreement with Transtech Engineers, Inc., to conduct a Tree and Sidewalk Study for Slauson Avenue, and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND/ANALYSIS:

Due to uplifted sidewalks on Slauson Avenue, it is necessary to conduct a detail evaluation and assessment of the trees and sidewalks in the City's right-of-way in order to develop a comprehensive action plan. The study should include the following services:

- General Research and Site Inspections
- Acquire Assessor's Parcel Maps and/or County Data for Determining City right-of-way
- Compile/Research Base Aerials Maps
- Establish Sidewalk Dimensions Widths for Each Block
- Evaluate Each Tree Site and Condition
- Develop Concept Plans and Typical Cross Sections
- Conduct Aerial Level (Plan View) Analysis for ADA Constraints
- Perform Field Walk to verify Aerial Level Findings
- Review Field Report
- Develop Recommendations or Plan of Action

Transtech Engineers, Inc., provides a range of professional engineering and support services. Upon City staff's request, they submitted a Proposal (dated July 20, 2013) that addresses the City's needs and which will be completed in a timely manner for the amount of \$24,000.

FISCAL IMPACT:

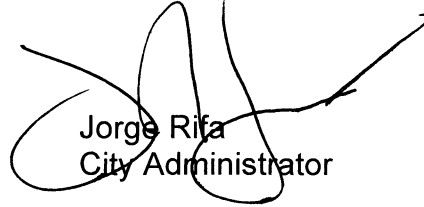
Staff recommends that a Professional Services Agreement be awarded to Transtech Engineers to conduct the required study and analysis in the amount of \$24,000. Additionally, staff is recommending that the proposed work be funded from General Fund Reserves and appropriate said funds into Account No. 10-5120-52010 (Supportive Engineering).

RELATIONSHIP TO 2012 STRATEGIC GOALS:

AGENDA ITEM No. 4

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

Respectfully submitted:



Jorge Rifa
City Administrator

Reviewed by:



Patrick Malloy
Special Assistant to the City Administrator

Recommended and prepared by:



Danilo Batson
Assistant Director of Public Services

Fiscal Impact Reviewed by:



Vilko Domic
Director of Finance

Approve as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT TO CONDUCT A TREE AND SIDEWALK STUDY FOR SLAUSON AVENUE WITH TRANSTECH ENGINEERS, INC.

WHEREAS, the City of Commerce is commitment to the care and preservation of its Urban Forest;

WHEREAS, the uplifted sidewalks on Slauson Avenue need to be remedy while still preserving the character and value of the City's Urban Forest; and

WHEREAS, this condition requires the performance of a comprehensive tree and sidewalk study;

WHEREAS, Transtech Engineers, Inc., is qualified and able to perform the required study in a timely manner; and

WHEREAS, upon City's request, Transtech Engineers, Inc., has submitted a Proposal (dated July 20, 2013) in the amount of \$24,000 for the necessary services; and

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

Section 1. The Professional Services Agreement by and between Transtech Engineers, Inc., and the City of Commerce is hereby approved. The Mayor is hereby authorized and directed to execute the Professional Services Agreement for and on behalf of the City of Commerce.

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

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

THIS AGREEMENT (the "Agreement") dated as of August ____, 2013 (the "Effective Date") is made by and between Transtech Engineers, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

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

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

AGREEMENT

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

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

2. **Term.**

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

3. **Compensation.**

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

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

4. **Financial Records.**

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

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

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel; Subcontracting.

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

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

7. Responsible Principal and Project Manager.

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

8. City Liaison.

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

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

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

14. Confidentiality.

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

15. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

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

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

18. Conflict of Interest.

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

19. Other Agreements.

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

20. Termination.

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

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

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

21. Waiver of Breach.

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

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

22. Assignment.

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

23. Arbitration.

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

24. Attorneys' Fees.

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

25. Notices.

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

For the City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Danilo Batson – Assistant Director of Community Development

For Consultant:

Transtech Engineers, Inc.
13367 Benson Ave.
Chino, California 91710
Attn: Ali Cayir, PE, Principal

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

26. Governing Law.

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

27. Severability.

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

28. No Construction of Agreement against any Party.

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

29. Entire Agreement and Amendments to Agreement.

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

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

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

31. Counterpart Signatures.

This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the parties hereto, it shall

constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

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

CITY OF COMMERCE

DATED: August __, 2013

By: _____
Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

CONSULTANT

DATED: August __, 2013

By: _____
Ali Cayir, PE, Principal

APPROVED AS TO FORM



By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

July 20, 2013



TRANSTECH

CITY OF COMMERCE
2335 Commerce Way
Commerce, CA 90040

Attn: Mr. Pat Malloy, Interim Director of Public Services
Mr. Danilo Batson, Assistant Director of Public Services

Subject: PROPOSAL - SLAUSON AVENUE TREE AND SIDEWALK ANALYSIS

Per discussion at our June 19 meeting at the City and per your request, we are submitting this Proposal for Slauson Avenue Tree and Sidewalk Analysis.

ADD STREET RIGHT-OF-WAY TO BASE PLANS FROM COUNTY ASSESSOR MAPS, DIMENSION SIDEWALK WIDTHS ON EACH BLOCK	32
ESTABLISH A GENERAL DESIGN CRITERIA, DEVELOP CONCEPT PLAN AND TYPICAL CROSS SECTIONS	40
CONDUCT AERIAL LEVEL (PLAN VIEW) ANALYSIS FOR ADA CONSTRAINTS	24
PERFORM FIELD WALK TO VERIFY AERIAL LEVEL FINDINGS AND TO IDENTIFY DAMAGED, UPLIFTED SIDEWALKS AREA DUE TO TREE ROOTS AND DEVELOP OPTIONS TO MITIGATE. OPTIONS TO BE CONSIDERED ARE: 1. TREE SITE LOCATIONS 2. CUT ROOT AND FIX SIDEWALK AND PROVIDE NECESSARY ADA PATH, INCLUDING RAMPING UP THE SIDEWALK OVER TREE ROOTS 3. PROVIDE ADA PATH THRU ADJACENT PROPERTY IF DAMAGE TO SIDEWALK IS NOT FEASIBLE TO REPAIR AND/OR IF TREE IS NOT SUFFICIENT WIDTH ADJACENT TO TREE WITHIN EXISTING PUBLIC SW AREA (4' MIN NECESSARY FOR ADA PATH) 4. ANY OTHER FEASIBLE ALTERNATIVES	32
REVIEW THE FIELD REPORTS, WHICH IDENTIFIES TREE/SIDEWALK CONDITIONS AND PROVIDE RECOMMENDATIONS, FINAL TREE AND SIDEWALK INVENTORY AND ANALYSIS PLAN	24
MEETINGS AND REVIEW WITH CITY STAFF	8
MANAGEMENT, ADMIN, QC/QA	8
TOTAL ESTIMATED HOURS	192
AVERAGE HRLY RATE	\$125
TOTAL ESTIMATED FEE (LS)	\$24,000

The work will be completed within approximately 30 days of City's authorization to proceed.

Should you have any questions, please contact the undersigned.

Sincerely,

Ali Cayir, PE, Principal

E-mail: ali.cayir@transtech.org; C: 714-883-8677; T: 909-595-8599, Ext 121; www.transtech.org

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EXHIBIT B

REQUIRED INSURANCE

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

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

Minimum coverage: Bodily injury limits of \$1,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$500,000 for each occurrence, \$2,000,000 aggregate.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors and Omissions Insurance Coverage.

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

3. Worker's Compensation.

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

4. Additional Insureds.

The City, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to

this effect shall be delivered to the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant.

5. Cancellation Clause.

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

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until 30 days after receipt by the City Administrator of the City of Commerce of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a certified letter.

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

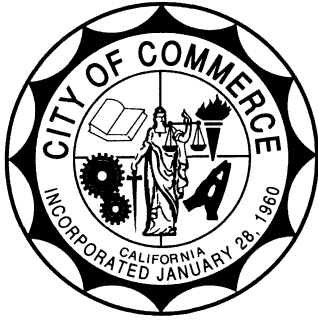
The insurance carrier providing the insurance shall be chosen by Consultant subject to approval by the City, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

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

10. Evidence of Insurance and Claims.

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



AGENDA REPORT

Date: August 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AND ADOPTING COUNTY OF LOS ANGELES PROBATION DEPARTMENT AGREEMENT TO PROVIDE PREVENTION AND INTERVENTION PROGRAM (PIP) FOR SEPTEMBER 1, 2013 – AUGUST 31, 2014

RECOMMENDATION:

City staff is recommending that the City Council move to approve a Resolution approving and adopting County of Los Angeles Probation Department Agreement to provide Prevention and Intervention Program (PIP) for September 1, 2013 – August 31, 2014 and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

At a City Council meeting held November 6, 1990, the City Council approved a recommendation to enter into a contract with the Los Angeles County Probation Department – Gang Alternatives Prevention Program (GAPP), now referred to as *Prevention and Intervention Program (PIP)*. The contract is renewed on a yearly basis.

The Prevention and Intervention Program (PIP), formerly referred to as GAPP, has been in existence for twenty-six years. PIP continues to be an important factor in the deterrence of delinquent activity throughout the City of Commerce. This valuable resource has been instrumental in undermining gang activity in the community that could otherwise pose a danger to innocent Commerce residents and park patrons. The City assigned PIP Officer, East Los Angeles Sheriff's Department and Social Services Staff have established a collaborative network of people and agencies that expedite the City's response to potential volatile situations. When appropriate, the assigned PIP Officer has temporarily removed delinquent youth from the Community, exercising authority as a Court Agent. The contract also allows the PIP Officer to monitor adults who are on probation. Monthly PIP reports to the Crime-free Community Network have monitored the assigned PIP Officer's productivity. Statistical reports are submitted to Commerce and the L.A. County Probation Department monthly and can be made available upon request.

ANALYSIS:

The Prevention and Intervention Program was submitted as part of the 2013/2014 Budget Process. The Agreement for such services was reviewed and approved as to form by the City Attorney.

FISCAL IMPACT:

Expenditures for the proposed activity will amount to \$68,000.00, plus any adjustments to salary approved by the Board of Supervisors during the current fiscal year. Combined with all other reasonably known planned and approved expenditures for this line item and cost center, the proposed activity can be absorbed within current budget limitations for the remainder of the fiscal year.

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 addresses a community public safety issue of concern.

Respectfully Submitted,



Jorge U. Rifa
City Administrator

Recommended by:



Loretta Gutierrez
Director of Safety and Community Services

Reviewed by:



Vilko Domic
Director of Finance

Approved As To Form by:



Eduardo Olivo
City Attorney

Agenda 2013-14 Agreement Probation (PIP)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING AND ADOPTING COUNTY A LOS ANGELES PROBATION DEPARTMENT
AGREEMENT TO PROVIDE PREVENTION AND INTERVENTION PROGRAM FOR
SEPTEMBER 1, 2013 – AUGUST 31, 2014

WHEREAS, the City of Commerce engages the Los Angeles County Probation Department to provide a Prevention and Intervention Program (PIP); and

WHEREAS, the City desires to provide probation prevention and intervention services to assist in reducing incidents of truancy, delinquency and other serious behavioral problems, and monitoring of adults on probation; and

WHEREAS, the City has entered into Agreements with the L.A. County Probation Department for such services, since 1987; and

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, the City desires to participate in a joint effort with the county; and

WHEREAS, the current agreement entered into for Fiscal Year 2012/13 will expire on August 31, 2013.

NOW, THEREFORE, THE CITY OF COMMERCE CITY COUNCIL HEREBY RESOLVES, DECLARES AND DETERMINES AS FOLLOWS:

Section 1. The County of Los Angeles Probation Department Agreement to Provide Prevention and Intervention Program for September 1, 2013 – August 31, 2014, at a cost of \$68,000.00 plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year, is hereby approved with respect to the level of services as approved by the City Council during its consideration of the 2013-2014 fiscal year budget in July 2013.

Section 2. The Mayor is authorized and directed to execute the Agreement approved herein on behalf of the City.

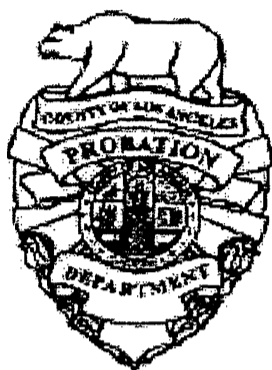
PASSED, APPROVED AND ADOPTED this 5th day of August 2013.

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



**AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP)**

**CITY OF COMMERCE
SEPTEMBER 1, 2013 – AUGUST 31, 2014**

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**COUNTY OF LOS ANGELES
AND
CITY OF COMMERCE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 by and between the City of Commerce, located at 2535 Commerce Way, Commerce, California 90040, hereinafter referred to as "CITY", and the COUNTY of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, CITY desires to provide probation prevention/intervention services to assist in reducing incidents of truancy, delinquency and other serious behavioral problems; and

WHEREAS, COUNTY Probation Department has statutory authority pursuant to Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area;

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, COUNTY desires to participate in a joint effort with the CITY;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the CITY, the services of one (1) Deputy Probation Officer (DPO) and support staff mutually agreed upon by both parties. This DPO will provide specialized probation services for CITY. Probation services shall be provided by COUNTY through this Agreement and shall be consistent with the laws of the State of California and the guidelines of the CITY.

2. STATEMENT OF WORK

- A. COUNTY shall provide, on behalf of CITY, the services of one (1) DPO and related support staff with caseload supervision and coordination responsibility, such caseloads to conform to the standards established for the Probation Department's (Probation) Prevention and Intervention Program (PIP). The DPO will coordinate services for participants with school administrators, law enforcement, and community providers to ensure that school success and safety strategies are implemented.

Lastly, the DPO will liaison with law enforcement to provide information to assist with juvenile crime reduction strategies and probation compliance check mandates.

- B. CITY shall provide office space and telephone services within its boundaries for use by the assigned DPO.
- C. In addition to the duties associated with the assigned Deputy, the duties of the DPO will:
- Coordinate with DPOs supervising Adult and Juvenile probationers within the CITY to ensure participation in prevention and intervention services.
 - Provide supervision of Adult and Juvenile Probationers and at-risk youth including assessment, case planning and case management.
 - Coordinate with probation offices and school-based officers on a weekly basis, reviewing potential cases, and setting up an organized referral process of appropriate cases to the Work Restitution and other community service initiatives.
 - Monitor and enforce conditions of probation for High Risk Adult and Juvenile Offenders residing in the CITY.
 - Maintain awareness of gang and criminal activity through intelligence gathering.
 - Maintain a strong presence in the community by working closely with community groups, local law enforcement and other service providers.
 - Conduct home calls, police ride-alongs and served in a support capacity in various law enforcement operations where there is a probation nexus.
 - Work closely with Probation's juvenile gang unit officers and the special enforcement teams to coordinate special operations as needed.

3. EMPLOYMENT STATUS

The assigned DPO is an employee of COUNTY and is entitled to wages and employee benefits appropriate to what is provided other COUNTY employees who are DPOs. It is additionally understood that no term or condition of this Agreement can conflict with State statute defining the status of the DPO as a Peace Officer.

4. PAYMENT

CITY shall reimburse COUNTY for support services and 50% of the salary and employee benefits for one (1) Deputy Probation Officer II (DPO II) and support staff assigned by COUNTY to perform services according to Paragraph 2, STATEMENT OF WORK above. The billable amount is \$68,000 plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

COUNTY shall provide DPO services commensurate with the 50% cost of services and staff being paid by CITY. CITY agrees that the DPO services provided may include 50% of all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Probation-related activities that may on occasion require the DPO to be away from the service site. CITY agrees that it is responsible for the entire billable amount of this Agreement.

CITY shall reimburse COUNTY for 100% of the salary for a DPO II, paid at one and one-half time, for all time worked beyond forty (40) hours per week. It is at the discretion of the COUNTY with the agreement of the CITY whether the DPO II works in excess of forty (40) hours per week. The current overtime rate is approximately \$53.96 per hour plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

Within thirty (30) days following the receipt of an invoice from Probation's Business Management Office, CITY shall reimburse COUNTY for the billed amount. These invoices shall be provided to CITY within twenty (20) days following: November 30, 2013, February 28, 2014, May 31, 2014 and August 31, 2014.

5. INDEPENDENT CONTRACTOR

This Agreement is by and between COUNTY and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CITY. The COUNTY'S relationship to the CITY in the performance of this Agreement is that of an independent contractor. The COUNTY'S personnel performing services

under this Agreement shall at all times be under the COUNTY'S exclusive direction and control and shall be employees of the COUNTY and not employees of the CITY. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

6. INDEMNIFICATION

CITY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CITY'S acts and/or omissions arising from and/or relating to this Agreement.

COUNTY shall indemnify, defend, and hold harmless CITY, and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY'S acts and/or omissions arising from and/or relating to this Agreement.

7. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation for its percentage of salary and employee benefits costs is payable only and solely from funds appropriated for the purpose of this Agreement subject to COUNTY'S legislative appropriation for this purpose. In the event the Board of Supervisors does not allocate sufficient funds then the affected services shall be terminated. COUNTY shall notify CITY in writing of such non-allocation at the earliest possible date.

8. BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts in any Fiscal Year a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its services obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services. COUNTY'S notice to CITY regarding said reduction in obligation shall be provided within thirty (30) days of the Board of Supervisors approval of such actions.

9. TERMINATION AND TERMINATION COSTS

In the event that CITY or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, CITY or COUNTY may

terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CITY or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed up to the date of said termination. Payment shall be made only upon the filing with CITY, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with CITY within thirty (30) days of said termination.

10. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CITY, immediately terminate the right of the CITY to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the Agreement or securing favorable treatment with respect to the amendment or extension of the Agreement or making of any determinations with respect to the COUNTY'S performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of default by the CITY.

CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11. TERM

This Agreement shall be for a period of twelve (12) months commencing on September 1, 2013 and terminating on August 31, 2014.

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IN WITNESS WHEREOF, the County of Los Angeles and CITY have caused this Contract to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of CITY warrants that he or she is authorized to bind the CITY, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
JERRY E. POWERS
CHIEF PROBATION OFFICER

Date

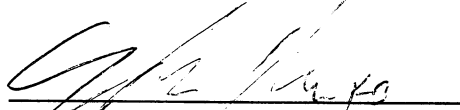
ATTEST:

CITY OF COMMERCE

Victoria M. Alexander
Deputy City Clerk

By _____

APPROVED AS TO FORM:



Eduardo Olivó
City Attorney

Joe Aguilar

Name (Typed or Printed)

Mayor


Title

8-5-13


Date

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By 

MILLICENT L. ROLON
PRINCIPAL DEPUTY COUNTY COUNSEL



Date



AGENDA REPORT

MEETING DATE: August 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A CONTRACT WITH MIKE ROSE MASONRY FOR CITY PROJECT NO. 1304 - CAMP COMMERCE RETAINING WALL PROJECT

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

On June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program Budget, the City Council allocated \$40,000 to install a retaining wall and repair the driveway entrance to Camp Commerce, under Camp Commerce Driveway Improvements Project.

On December 5, 2012, Kadtec Engineering prepared the drawings required by the County of San Bernardino in order to approve the construction of a retaining wall at Camp Commerce.

In June 2013, Camp Commerce staff met with five (5) potential bidders regarding the construction of the retaining wall. Only 3 bidders submitted bids as follows:

<u>Name</u>	<u>City</u>	<u>Bid Amount</u>
Mike Ross Masonry	Crestline, CA	\$17,420.00
T.F. Masonry & Painting with Tree Service	Rim Forest, CA	\$19,875.00
Mud Wiz & Custom Framing, Inc.	Twin Peaks, CA	\$25,568.00

Once the contract is approved and the contractor provides all required insurance and bonds, Camp Commerce staff will select a construction period that will minimize disruption of Summer Camp Activities/Events.

After careful examination, consideration and reference checks, staff has found that Mike Ross Masonry submitted the lowest, responsible and responsive bid.

The contractor will be responsible for providing all labor, materials, equipment, tools and incidentals necessary to complete the work requested in accordance with the project plans/drawings as prepared by Kadtec Engineering. Camp staff will oversee the project and schedule San Bernardino County inspection, as required.

FISCAL IMPACT:

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2012/13 Capital Improvement Project Budget. As part of CIP budget, the City Council approved a project funding level of \$40,000 for design and construction of the proposed retaining wall and driveway entrance improvements.

AGENDA ITEM No. 6

The bid submitted from Mike Ross Masonry is \$17,420, which is 8.7% less than the engineer's estimate of \$20,000. Staff is recommending that a contract for \$17,420 be awarded to Mike Ross Masonry and that a project contingency of 20% or \$3,484 be set aside to complete the proposed improvements. Work is tentatively scheduled to begin on September 13, 2013, when camp activities slow down.

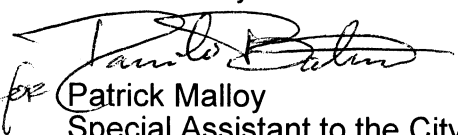
RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted:


Jorge Rifa
City Administrator

Reviewed by:


Patrick Malloy
Special Assistant to the City Administrator

Reviewed by:


Scott Wasserman
Director of Parks & Recreation

Recommended and prepared by:


Danilo Batson
Assistant Director of Public Services

Fiscal Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A CONTRACT WITH MIKE ROSE MASONRY FOR CITY
PROJECT NO. 1304 - CAMP COMMERCE RETAINING WALL PROJECT

WHEREAS, on June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program Budget, the City Council allocated \$40,000 to install a retaining wall and repair the driveway entrance to Camp Commerce, under Camp Commerce Driveway Improvements Project; and

WHEREAS, in June 2013, staff met with five (5) potential contractors to obtain bids for the Project; and

WHEREAS, Mike Rose Masonry submitted the lowest bid.

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

Section 1. The Contract between the City of Commerce and Mike Rose Masonry is hereby accepted. The Mayor is hereby authorized to execute the contract for and on behalf of the City.

Section 2. A project contingency is hereby established in order to complete all required and necessary work in the amount of \$3,362.

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

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

CITY OF COMMERCE STANDARD CONTRACT

**CITY PROJECT NO. 1304
CAMP COMMERCE RETAINING WALL PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____ 2013, by and between the **CITY OF COMMERCE**, a Municipal corporation, hereinafter called CITY, and **MIKE ROSS MASONRY**, hereinafter called CONTRACTOR.

RECITALS

In June 2013, CITY met with 5 potential bidders to obtain bids for the construction of a retaining wall at Camp Commerce, as per the drawings prepared by Kadtec Engineering, for the following:

**CITY PROJECT NO. 1304
CAMP COMMERCE RETAINING WALL PROJECT**

hereinafter called PROJECT.

At its regular meeting held on **August 5, 2013**, the City Council duly accepted the bid of CONTRACTOR for said PROJECT for being the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR. NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

The contract documents for the PROJECT shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR'S Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, insurance certificates, permits, notices, and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the rights and obligations of CITY and CONTRACTOR are fully set forth and described in the Contract Documents.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The documents comprising the complete contract are hereinafter referred to as CONTRACT DOCUMENTS and are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II

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

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of SEVENTEEN THOUSANDS FOUR HUNDRED TWENTY DOLLARS (\$17,420), which is based on performing all of the bid quantities shown on Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. The final total amount to be paid to the CONTRACTOR shall be based on actual bid quantities completed. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of Article XII herein have been met.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

ARTICLE V

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to said CONTRACTOR by the CITY and shall complete work on the PROJECT within the time schedule specified in the specifications.

ARTICLE VI

CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any Contractor's subcontractor, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.

In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights, which pertain to the resolution of disputes and protests between the parties.

ARTICLE VII

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the Contractor's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided:

- (1) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this Agreement.

- (2) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleges to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE VIII

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

ARTICLE IX

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE. CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor's similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor's to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS / COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect the CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR or any subcontractor, or by anyone directly or indirectly

employed by either CONTRACTOR or any subcontractor's, and the amounts of such insurance shall be as follows:

- Public Liability and Property Damage Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- Products/Completed Operations Hazard Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- or GENERAL AGGREGATE LIABILITY in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

(c) **PROOF OF INSURANCE.** The City of Commerce shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of this contract. Such insurance shall be primary and noncontributory with any other insurance maintained by the City of Commerce

(d) **NOTICE TO COMMENCE WORK.** The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (c) of this article.

ARTICLE X

If any dispute shall arise concerning this Agreement, the prevailing party shall be entitled to attorney fees.

ARTICLE XI

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event of such a breach. The parties therefore agree that in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS,

the sum of Eight-hundred dollars (\$800) shall be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of Eight-hundred dollars (\$800) as liquidated damages for each day of delay in the starting and/or completion and acceptance of said PROJECT beyond the date specified in the CONTRACT DOCUMENTS. Any and all such liquidated damage assessed shall be done so in accordance with that certain edition of the Specification for Public Works Construction, currently in effect as of the date of this Agreement.

ARTICLE XII

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Requirements related to employment and labor relations.

ARTICLE XIII

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

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto.

ARTICLE XV

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

ARTICLE XVI

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

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

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

CITY OF COMMERCE, a Municipal corporation

Signed by: _____
Joe Aguilar, Mayor

ATTEST:

Signed by: _____
Victoria M. Alexander
Deputy City Clerk

MIKE ROSS MASONRY (CONTRACTOR)

Signed by: _____
Michael Ross, President/Owner

APPROVED AS TO FORM:

Signed by: _____
Eduardo Olivo, City Attorney



AGENDA REPORT

Meeting Date: August 5, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE AGREEMENT BETWEEN THE CITY AND MCI SALES AND SERVICE, INC. FOR THE LEASE OF A BUS

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On July 2, 2013, the City approved the capital outlay expenditures for FY13-14; and one of the capital outlay projects approved was the refurbishing of the City's 1995 over-the-road coaches. Part of the refurbishment includes installing rebuilt engine and transmission; installing brake retarder (Jake Brake); upgrading DVD and audio equipment; and replacing interior seat covers and head liners. This project is scheduled to be completed October 2013.

ANALYSIS:

The absence of the over-the-road coaches would have a negative impact on transit operations. As such, the City requested that the vendor lease a bus to the City until the refurbishment can be completed.

The City Attorney reviewed and approved the terms of the lease bus agreement that was submitted by MCI Sales and Services, 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 Lease Bus Agreement.

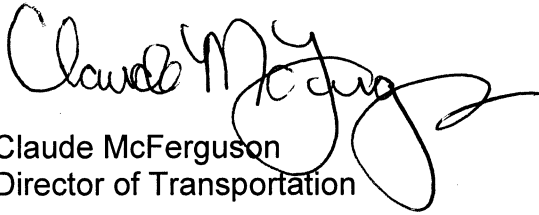
FISCAL IMPACT:

The cost for the lease is three thousand (\$3000) per month (July 15, 2013 – October 14, 2013), which equates to a total of nine thousand dollars (\$9000). The expenses for the lease were included as part of the approved capital outlay rehab project and can be carried out within the approved 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,



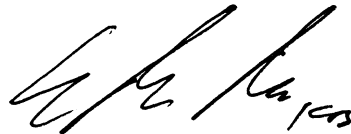
Jorge Rifa
City Administrator

Budget Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

Attachments:

MCI Sales and Service, Inc. Agreement
California JPIA Insurance Correspondence

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING AN AGREEMENT BETWEEN THE CITY AND MCI SALES AND SERVICE,
INC., FOR LEASE OF A BUS

WHEREAS, on July 2, 2013, the City of Commerce (City) approved the refurbishment of the City's 1995 over-the-road coaches; and

WHEREAS, the project is scheduled to be completed October 2013, and the absence of the over-the-road coaches may have a negative impact on transit operations; and

WHEREAS, the City requested that the vendor lease a bus to the City until the refurbishment can be completed; 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 Agreement between the City of Commerce and MCI Sales and Service Inc. for the lease of a bus is hereby approved and ratified. The City Administrator's signature on the Agreement, for and on behalf of the City, is hereby ratified.

PASSED, APPROVED and ADOPTED this 5th day of August, 2013.

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

USED COACH LEASE CONTRACT NO. N-1099

Lease Date: 7/9/2013

USED COACH LEASE

This Used Coach Lease Agreement ("Lease") is entered into this 9th day of July 2013 by and between MCI Sales and Service, Inc., a Delaware corporation, having its principal office at 1700 East Golf Road, Schaumburg, IL 60173 (Lessor) and City of Commerce Transportation Department having its principal office at 5555 Jillson Street, Commerce, CA 90040 (Lessee) hereby agree as follows:

1. Lease of Used Equipment. Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, for the term and upon the terms and conditions hereinafter set forth, the used equipment with tires, set forth below, for the purpose of identification, ("Equipment" or "Coach") F.O.B. Lessee's facility located at 5555 Jillson Street, Commerce, CA 90040

2006 MCI J4500 S/N 2M93JMDA36W063322 Plate #P653692

Lessee acknowledges that MCI Sales and Service, Inc. may own the Coach it is leasing hereunder, or it may lease the Coach which it is, in turn, subleasing hereunder. In either event, the terms and conditions of this agreement apply to the full extent set forth herein, except that in the case of a sublease the terms "Lessor", "Lessee" and "Lease" mean "Sub-Lessor", "Sub-Lessee" and "Sublease", respectively. In the event MCI Sales and Service, Inc. is subleasing the Coach to Sub-Lessee, it represents and warrants that it has full right, power and authority to sublease the Coach in accordance with the terms of this agreement.

2. Acceptance. Lessee represents that it is knowledgeable about the Equipment herein leased and maintains a staff competent to place and keep the Equipment in working order. Lessee agrees that Lessee was given an opportunity to inspect the Equipment as fully as Lessee desired, prior to its acceptance by Lessee. Removal of the Equipment by Lessee from Lessor's premises (or other place where such Equipment may be garaged by Lessor) shall be conclusive evidence of its acceptance by Lessee in condition satisfactory to Lessee under this Lease. Upon acceptance, this Lease becomes non-cancelable, except as expressly provided hereinafter. Lessor shall have no liability for any delivery, installation, or testing of the Equipment. LESSOR MAKES NO EXPRESSED OR IMPLIED WARRANTY OR UNDERTAKING WITH RESPECT TO SUITABILITY, DURABILITY, FITNESS FOR USE OR MERCHANTABILITY OF THE EQUIPMENT, FOR THE PURPOSES AND USES OF THE LESSEE OR OTHERWISE. In no event may Lessee terminate this Lease or withhold rentals due in respect of a claim concerning the condition of the Equipment.

3. Term. The term of this Lease shall commence on July 15, 2013 and end on approximately October 14, 2013, unless sooner terminated or extended as hereinafter provided.

4. Coach Rental. During the term hereof, Lessee shall pay as rental for the Equipment, **Three Thousand Dollars and no/100s(\$3,000.00) per month, per Coach, plus applicable Sales Tax payable in advance and without right of setoff.** There shall be no right to a prorata reduction in rent for coaches returned before the end of the term, unless the Lessor consents in writing at least 3 business days prior to the date the Coach is actually returned to Lessor's location in accordance with paragraph 13 below.

5. Excess Mileage Charges. Use of Equipment for more than Nine Thousand (9,000) miles per monthly period per Coach, is herein defined as excess mileage. Lessee shall report to and pay Lessor for such excess mileage at the rate of thirty-five cents (\$0.35) per mile per Coach at the end of each monthly period.

6. Tires. (i) If any Coach is leased without tires, prior to the date required by Lessor, Lessee shall provide tires for the Coach to Lessor for installation on the Coach. The tires shall be of correct size and in good and roadworthy condition, and meet all federal and state motor vehicle safety standards. (ii) Upon expiration of the Lease term, whether the Coach is leased with or without tires, Lessee shall return the Coach to Lessor with tire equipment in a condition at least equal to that of tire equipment at the beginning of Lease term. Lessee shall be responsible for all repair or replacement of tires during the Lease term.

7. Security Deposit. Lessee shall deposit with Lessor on or before acceptance of the Equipment, a non-interest bearing security deposit of n/a Dollars (\$.00) per Coach, to be refunded within thirty (30) days after Lessee has duly performed all of its obligations under the Lease. The security deposit may not be used by Lessee in lieu of paying any rent or other amount due to Lessor under this lease or under any other agreement with Lessor, without Lessors written consent. If Lessee fails to perform any obligation herein during the term, Lessor may retain all or such portion of the security deposit as is necessary to compensate Lessor for its efforts and expenses relating to initiating and performing the Lease and for Lessee's failure to perform its obligation, and Lessee shall, upon demand by Lessor, restore the Security Deposit to the amount set forth above. Failure to do so shall be an event of default.

8. Payment Terms. The first month's rent plus security deposit are due at time of lease signing. All sums payable by Lessee hereunder shall be paid, without right of setoff, on or before the due date to the location specified in paragraph 1, attention: Sales Administrator-Pre-Owned Coach, or such other place as Lessor may designate from time to time. Any sum payable hereunder on an unspecified due date shall be payable on demand without the right of setoff.

9. Indemnification. Lessee assumes all risk for the use, operation, and storage of the Equipment, and agrees to defend Lessor against, to assume liability for, and to indemnify and hold Lessor harmless from and against, and any and all losses, damages, claims, costs, penalties, liabilities, and expenses, including, but not limited to, court costs and attorney's fees, for injuries to or deaths of persons and damage to property, howsoever arising from, incident to, or incurred because of the Equipment or the selection, use, operation, storage, maintenance, repair, leasing, possession, or ownership thereof, whether such persons be agents or employees of Lessee, Lessor or of other persons and whether such damage be to property of Lessee, Lessor, or of other persons. The defense obligations and indemnities contained herein will survive the expiration or termination of this Lease. To secure performance hereunder, Lessee shall, at its sole expense, keep the Equipment in good repair, insure the Equipment and otherwise observe, at Lessee's sole expense, its covenants elsewhere contained in the Lease. Further, Lessee hereby authorizes Lessor to pay, at Lessor's election, any insurer, tax authority, repairman (including its own staff) or other person any sum or expense which Lessee is required to pay or absorb hereunder or which is paid by Lessor in good faith to secure itself with respect to Lessee's undertaking in this agreement to indemnify Lessor, and Lessee will reimburse Lessor on demand for any such payment.

10. Insurance. Lessee represents and warrants that it now has in force, and covenants that it will keep

in force with insurers reasonably satisfactory to Lessor (i) comprehensive general liability and comprehensive automobile liability insurance against claims for personal injury and property damage to the extent of at least Five Million Dollars (\$5,000,000.00); and (ii) appropriate insurance for fire, theft, Combined Additional Coverage (CAC) and collision covering the Equipment to the full extent of the purchase price determined pursuant to Section 12 of this Lease. The deductible under Lessee's insurance may not exceed Five Thousand Dollars (\$5,000.00) per Coach. Lessee will obtain and deliver to Lessor, current certificates of insurance evidencing the above and will cause its liability insurers to name Lessor in its insurance policies as an additional insured party and as a loss payee on its physical damage coverage (entitled also to thirty (30) day notice of cancellation), without Lessor thereby incurring any liability for payment of premiums therefor. The parties herein agree that the naming of Lessor as an insured shall not affect in any way any recovery to which Lessor would be entitled under the policy or policies were it not so named. Lessee agrees to cause the aforementioned insurance coverage to continue in effect from the time of delivery and acceptance of the Equipment by Lessee until the safe return of the Equipment to Lessor. Subject only to the limitation that Lessor act in good faith, Lessor may hereafter, by notice, require Lessee to provide other or additional insurance with insurers in form and amount then satisfactory to Lessor.

11. Lessee's Miscellaneous Covenants. The Lessee shall, at its own expense:

- A. Obtain any and all license plates, tags, and permits required for the acceptance, use and operation by Lessee of the Equipment;
- B. Keep the Equipment and all its parts and components free and clear of all liens and encumbrances and, in particular, pay any and all taxes or governmental charges now or hereafter imposed on or in respect to the Equipment or its use or otherwise in connection with the Lease, except for taxes based on Lessor's net income;
- C. Furnish all fuel, oil, replacement tires, consumables, parts and supplies in connection with the operation and maintenance of the Equipment;
- D. (i) Conspicuously mark the Equipment to indicate that it is operated by and in the service of Lessee and leased from the Lessor, and (ii) only mark the equipment (whether pursuant to Section 11.D. (i) or otherwise) with pressure sensitive decals; provided, however, Lessee shall not make any alteration or addition to, or affix any accessory to, the Equipment (including without limitation the application of pressure sensitive decals) without the prior written consent of Lessor;
- E. Hold and use the Equipment in a safe and careful manner and in all cases following the manufacturer's recommended standards of care and maintenance, comply with all applicable laws regarding its use and possession, and permit the Equipment to be operated only by safe, competent, qualified licensed drivers, and under no circumstances shall Lessee operate, maintain or store the Equipment with less care than Lessee applies to its other leased or owned coaches;

- F. Keep and maintain the Equipment and all equipment thereon in good repair, condition and working order, and in all cases following the manufacturer's recommended standards of care and maintenance;
- G. Maintain exclusive control over the Equipment, use the Equipment only in the ordinary course of Lessee's business and in strict compliance with any insurance policies and manufacturer's warranties (if applicable); not lend, sublease, sell or make assignment of the Equipment or assign any rights or duties respecting the Equipment or the Lease, and keep the Equipment at all times within the limits of the Continental United States and Canada;
- H. Promptly advise Lessor of any materially defective Equipment and the nature of the defect;
- I. Promptly advise Lessor of any accident involving the Equipment, and of all correspondence, notices and documents received by Lessee in connection with any claim or demand involving or relating to the Equipment and charging Lessee, Lessor or Lessee and Lessor with liability;
- J. Record and maintain complete and accurate records of all maintenance, preventative maintenance and warranty work, and of all other matters normally kept by coach operators, and permit Lessor to inspect and copy such records at any reasonable time;
- K. Acknowledging that Lessor is entitled to and will conduct periodic inspections of the equipment and Lessee's records concerning the Equipment and this Lease, garage the Equipment at periodic intervals at Lessee's facilities at 5555 Jillson Street, Commerce, CA 90040, and, on reasonable demand by Lessor, cause the Coaches to be returned to such facility at reasonable intervals to facilitate or permit repossession or periodic inspection by Lessor (Lessor being hereby authorized to enter freely upon Lessee's premises for such purposes);
- L. Promptly notify Lessor of any change in the principal business office of Lessee, or any change in location of the facilities where the Equipment is garaged.

The covenants set forth above are material conditions of this Lease. Lessee's breach of any covenant is a material breach of this Lease. Lessor's failure at any time to require strict performance by Lessee of any of the provisions herein shall not waive or diminish Lessor's right thereafter to demand strict compliance with that or any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.

12. **Loss and Damage.** Lessee hereby assumes and shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any and every cause whatsoever. Lessee shall notify Lessor immediately upon the occurrence of any such event. In the event of damage, Lessee shall immediately repair the Equipment to good working order and condition. In the event of irreparable

damage, loss, theft, or destruction to the Equipment, Lessee shall purchase said Equipment within ten (10) days of said destruction or damage in its then condition for the purchase price determined pursuant to Attachment "B" to this Lease.

13. Return and Repossession. Upon expiration, termination or other event requiring Lessee to return the Equipment, Lessee will return the Equipment in as good a condition as received, less normal wear and tear. Lessee shall arrange for, prepay and absorb the costs of returning the Equipment to Lessor's garage at the location specified in paragraph 1 or to any reasonable place Lessor may designate.

LESSEE WAIVES ANY RIGHTS LESSEE MAY HAVE TO PRIOR NOTICE OR OPPORTUNITY TO BE HEARD IN COURT REGARDING LESSOR'S RIGHT TO REPOSSESS THE EQUIPMENT FROM LESSEE, and in the event that Lessor's repossession should for any reason prove wrongful as to Lessee, Lessee's sole remedy shall be the right to terminate the Lease as of the date of such wrongful repossession and/or to recover damages, not to exceed One Hundred Dollars (\$100.00) for the Equipment per day, per Coach for a maximum period of thirty (30) days.

14. Late Charges and Interest. Lessor shall be entitled to a late charge on each rental payment not received within one (1) week of the due date in an amount not to exceed five percent (5%) of such rental payment or One Hundred Dollars (\$100.00) per coach (whichever is greater). In addition, Lessor shall be entitled interest on unpaid rental at the rate of the lesser of two percent (2%) per month or the highest rate permitted by law, prorated on a daily basis, from the due date until paid.

15. Default. The following are events of default hereunder: (a) (i) nonpayment of any rent or other amount due Lessor hereunder within ten (10) days after the due date; (a) (ii) nonperformance under any other provision herein within ten (10) days after Lessor has made written demand therefor; (b) Lessee's bankruptcy, receivership, insolvency, assignment for the benefit of creditors or similar action or condition relating to Lessee or Lessee's property which causes Lessor in good faith to deem itself insecure with respect to the collection of the total rent for the unexpired term of the Lease; (c) without Lessor's prior written consent, Lessee attempts to remove or sell or transfer or encumber or sublet or part with possession of the Equipment.

16. Remedies on Default. Whenever an event of default has occurred or is continuing, Lessor or its agents shall have the right, but not the obligation, to exercise, by way of example and not by way of limitation, one or more of the following remedies:

- A. to declare due and payable an amount equal to the unpaid balance of the rent due and to become due during the term of the Lease and to sue for and recover same from Lessee;
- B. to take possession of the Equipment, wherever located, without demand or notice and without any court order or other legal or administrative process;
- C. to lease or to sell the Equipment;
- D. to sue for and/or otherwise recover from Lessee all costs of collection

USED COACH LEASE CONTRACT NO. N-1099

Lease Date: 7/9/2013

(including, but not limited to, reasonable attorneys' fees and court costs),
taking possession, storing, repairing and selling the Equipment;

E. to sue for and recover damages incurred by Lessor as a result of Lessee's
default;

F. to sue for and/or otherwise recover after such sale of Equipment an amount
equal to the residual value of the Equipment sold, plus the unpaid balance of
the total rent for the term of the lease attributable to the Equipment sold,
accrued interest and any other amounts due hereunder, less the net proceeds of
such sale;

G. to terminate the Lease as to the Equipment, take such Equipment into Lessor's
inventory and sue for or otherwise recover actual damages; and

H. to pursue any other remedy now or hereafter existing at law or in equity by
reason of Lessee's default(s).

17. Notices. Notices shall be addressed as follows:

to Lessor at MCI Sales and Service, Inc.
14 Harmon Drive
Blackwood, NJ 08012

to Lessee at: City of Commerce Transportation Department
5555 Jillson Street
Commerce, CA 90040

or to such other place as either may designate by written notice. Notices shall be in writing and
their delivery may be given (i) in person or by expedited courier service or (ii) by mailing same
First Class, Postage Prepaid, in which case notice shall be deemed to have been received forty-eight
(48) hours after the Post Office stamp date.

18. Law. The Lease shall be governed by and construed in accordance with the laws of the State of
Illinois without regard to its conflicts of law principles. Lessor and Lessee each agree to submit to
the personal jurisdiction of the state and federal courts of the State of Illinois. If any provision of
the Lease shall be found by a court of competent jurisdiction to be void or unenforceable, in that it
imposes a restraint upon the Lessee more extensive than the legitimate interests of the Lessor
sought to be protected, the Lessor waives such provision, but only to the extent that such provision
is found by such court to be void or unenforceable. The Lessor and the Lessee agree that such
provision may and should be modified by such court so that it becomes reasonable and enforceable
and, as modified, will be enforced as any other provision hereof, all the other provisions hereof
continuing in full force and effect. Such a modification, however, will be effective only in the legal
proceeding of which it is a part and only on the facts to which it is applied; all provisions herein
will be applied as written, to the extent enforceable, in any other legal proceeding or on any other

USED COACH LEASE CONTRACT NO. N-1099

Lease Date: 7/9/2013

facts.

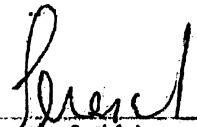
19. Power/Authority/Consent of Signer and Lessee. The undersigned officer of Lessee himself and on behalf of Lessee represents and warrants that Lessee has statutory and corporate power and authority, and has obtained all governmental or other consents, necessary and desirable, to enter into and perform under this Lease.

20. Entire Agreement. This Lease, plus any attachments or riders, constitutes the entire agreement between the parties. Any change, amendment or modification shall not be effective unless executed in writing by both parties.

MCI SALES AND SERVICE, INC.

Lessor

By:

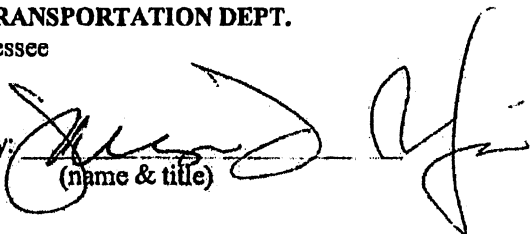


(name & title)

CITY OF COMMERCE
TRANSPORTATION DEPT.

Lessee

By:



(name & title)

USED COACH LEASE CONTRACT NO. N-1099

Lease Date: 7/9/2013

ATTACHMENT "B"

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NO.</u>	<u>VALUE</u>
2006	MCI	J4500	2M93JMDA36W063322	\$231,200.00



July 11, 2013 (REVISED JULY 15, 2013)

Teresa Neris
MCI Sales and Service, Inc
10850 Portal Drive
Los Alamitos, CA 90720

Member Name: City of Commerce
Additional Protected Party: MCI Sales and Service, Inc.
Activity: Lease of a Bus Vehicle Information as follows: Year 2006, Make
MCI, Model J4500, VIN # 2M93JMDA36W063322
Coverage Period: From 12:01 AM on 7/15/2013 to 11:59 PM on 10/31/2013

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: Claude McFerguson, Director of Transportation, City of Commerce



AGENDA REPORT

Meeting Date: August 5, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING CITY STAFF TO APPLY FOR GRANT FUNDING FOR CAPITAL AND OPERATING ASSISTANCE ON BEHALF OF THE CITY, FOR FISCAL YEAR 2013-2014

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Approve the recommendation.

BACKGROUND:

The City of Commerce submits Public Transportation Claims to Metro on an annual basis for capital and operating funds under the following categories:

Local Transportation Fund (LTF)

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

State Transit Assistance Fund (STAF)

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

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

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Recommended by:



Claude McFerguson
Director of Transportation

Respectfully submitted,



Jorge Rifa
City Administrator

Budget Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, AUTHORIZING CITY STAFF TO APPLY FOR GRANT FUNDING FOR
CAPITAL AND OPERATING ASSISTANCE ON BEHALF OF THE CITY FOR FISCAL
YEAR 2013-2014

WHEREAS, the City of Commerce submits Public Transportation Claims to Metro on an annual basis; and

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

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

SECTION 1: The City Administrator, the Director of Finance and the Director of Transportation are hereby authorized to submit Public Transportation Claims to Metro for Fiscal Year 2013-2014.

PASSED, APPROVED and ADOPTED this 5th day of August, 2013.

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk



AGENDA REPORT

DATE: AUGUST 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE CITY OF COMMERCE TASER POLICY FOR COMMUNITY SAFETY OFFICERS/COMMUNITY SAFETY SPECIALISTS AND ANIMAL CONTROL OFFICERS

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The City of Commerce's Public Safety Officers ("CSS's/CSO's") routinely assist the City's Animal Control with capturing loose and vicious dogs. Recently, the City has noticed a very significant increase in vicious dog attacks. The CSS's/CSO's and Animal Control Officers are often charged at by aggressive animals. The Animal Control Officers already use Tasers as while performing their duties. The City has concluded that the CSS's/CSO's also require some type of protection in order to defend themselves against such attacks.

ANALYSIS:

The City will provide CSS's/CSO's with an X-26 Taser that may be used to assist in defending the CSS's/CSO's or other member of the public against aggressive animals. The Tasers shall not be used against humans, or on animals for routine capture or restraint. The Tasers are only intended to provide the CSS's/CSO's and Animal Control Officers with a defensive tool; with non-lethal force that can be used in response to aggressive animals.

The Los Angeles County Sherriff's Department has agreed to provide an 8-hour Taser Certification course to the CSS's/CSO's and Animal Control Officers for use of the Tasers. The City will not allow any CSS's/CSO's or Animal Control Officer to use or carry a Taser without having been certified for such use.

FISCAL IMPACT:

None.

Reviewed by,

Vilko Domic
Finance Director

Respectfully submitted,

Jorge Rifa
City Administrator

Approved as to form,

Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE CITY OF COMMERCE TASER POLICY FOR COMMUNITY SAFETY OFFICERS/COMMUNITY SAFETY SPECIALISTS AND ANIMAL CONTROL OFFICERS

WHEREAS, the City of Commerce's Public Safety Officers ("CSS's/CSO's") routinely assist the City's Animal Control with capturing loose and vicious dogs; and

WHEREAS, the City has noticed a very significant increase in vicious dog attacks. The CSS/CSOs are often charged at by aggressive animals; and

WHEREAS, the City's Animal Control Officers already use a Taser while performing their duties. City staff has determined that it is also necessary to provide the CSS/CSOs with an X-26 Taser that may be used to assist in defending the CSS/CSOs or other members of the public against aggressive animals; and

WHEREAS, the Los Angeles County Sherriff's Department has agreed to provide a Taser Certification course for the CSS/CSOs and Animal Control Officers for use of the X-26 Taser. The City will not allow any CSS/CSO to use or carry a Taser without having been certified for such use; and

WHEREAS, the City desires to approve a policy for the use of such Tasers.

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

SECTION 1: The City of Commerce Taser Policy for Community Safety Officers/Community Safety Specialists and Animal Control Officers, which is attached hereto as Exhibit A is hereby approved.

PASSED, APPROVED AND ADOPTED this 5th day of August, 2013.

Joe Aguilar,
Mayor

ATTEST:

Victoria Alexander,
Deputy City Clerk

**CITY OF COMMERCE TASER POLICY
FOR COMMUNITY SAFETY OFFICERS AND COMMUNITY SAFETY SPECIALISTS**

BACKGROUND:

The City of Commerce's Public Safety Officers (CSS's/CSO's) routinely assist Animal Control with capturing loose and vicious dogs. Recently, the City has noticed a very significant increase in vicious dog attacks. The CSS/CSO's are often charged at by aggressive animals. The City has concluded that the CSS/CSOs require some type of protection in order to defend themselves against such attacks.

USE OF THE X-26 TASER:

The City will provide CSS/CSOs with an X-26 Taser that may be used to assist in defending the CSS/CSO's or other members of the public against aggressive animals. The City's Animal Control Officers are currently certified for and carry the X-26 Taser with them at all times. The City will provide the Animal Control Officers with the new 2-shot Taser (the X-2), once they are certified for use of the Taser, in order to provide them with additional protection; CSS/CSOs will not be provided with the X-2 Taser.

LIMITATIONS ON USE:

The Tasers shall not be used against humans. They shall not be used on animals for routine capture or restraint, or on cats or other small animals. The Tasers are only intended to provide the CSS/CSOs and Animal Control Officers with a defensive tool; with non-lethal force that can be used in response to aggressive animals.

The CSS/CSOs will not carry the Tasers at all times. They will not wear the weapon on their belt so that they are given the appearance of law enforcement personnel. The Tasers will be secured in a holster and maintained in the CSS/CSOs' patrol cars and taken out only when deemed necessary to defend against aggressive animals. Animal Control Officers, on the other hand, routinely encounter dangerous dogs and are therefore allowed to carry the Tasers at all times.

TRAINING:

The Los Angeles County Sheriff's Department has agreed to provide an 8-hour Taser Certification course to the CSS/CSOs and Animal Control Officers for use of the X-26 Taser. The City will not allow any CSS/CSO or Animal Control Officer to use or carry a Taser without having been certified for such use. The City will indemnify and hold the Los Angeles County Sheriff's Department harmless in connection with its provision of such certification training and alleged misuse of the Tasers by the CSS/CSOs or Animal Control Officers.

VIOLATION OF POLICY:

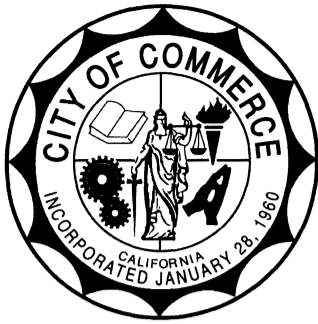
Any violation of this policy will be subject to disciplinary action up to and including termination of employment.

ACKNOWLEDGMENT OF RECEIPT:

I, _____, hereby acknowledge that I have received a copy of the City of Commerce Taser Policy. I understand the policy and agree to abide by the terms of the policy.

Employee Signature: _____

Date: _____



AGENDA REPORT

MEETING DATE: August 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A LETTER OF AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING WITH MID-MANAGEMENT AND NON-MANAGEMENT FULL-TIME EMPLOYEES REPRESENTED BY THE CITY OF COMMERCE EMPLOYEES ASSOCIATION

RECOMMENDATION:

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

MOTION:

Move to approve the recommendation.

BACKGROUND:

On July 2, 2013, the City Council approved a Memorandum of Understanding between the City and the City of Commerce Employees Association (CCEA) Mid-Management and Non-Management full-time unit. The method listed to fill a new classification that was included as part of the MOU was mistakenly listed as a reclassification of incumbents rather than a recruitment. Staff and the CCEA Board concur that a recruitment should be conducted to fill these two new positions.

This report recommends Council approval of the aforementioned change to the contract language incorporated in the MOU with the CCEA via adoption of this resolution, authorizing the City Administrator to sign a Letter of Agreement between the City and CCEA.

ANALYSIS:

The newly created position of Cover Bus Operator was included in the MOU approved by the City Council on July 2, 2013, between the City and the City of Commerce Employees Association (CCEA) Mid-Management and Non-Management Full-time Unit. The MOU language reflected that these positions (two vacancies) would be filled via reclassification. Subsequent to the adoption of the MOU, City staff and the CCEA Board met to discuss this issue and agree that a recruitment should be conducted to fill these vacancies.

A Letter of Agreement between the two parties has been prepared to reflect that a recruitment will be conducted to fill the Cover Bus Operator positions.

Resolution Amending the Memorandum of Understanding for Full-Time Employees
August 5, 2013

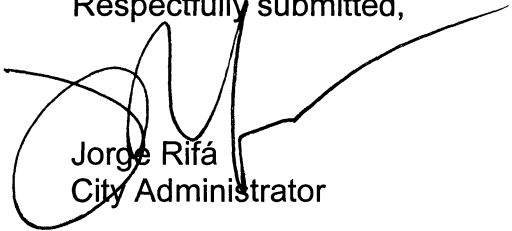
FISCAL IMPACT:

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

Recommended by,


Michael A. Casalou
Director of Human Resources

Respectfully submitted,


Jorge Rifá
City Administrator

Budget Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A LETTER OF AGREEMENT AMENDING THE
MEMORANDUM OF UNDERSTANDING WITH MID-MANAGEMENT AND NON-
MANAGEMENT FULL-TIME EMPLOYEES REPRESENTED BY THE CITY OF
COMMERCE EMPLOYEES ASSOCIATION

WHEREAS, a Memorandum of Understanding between the City of Commerce and the City of Commerce Employees Association (CCEA) representing mid-management and non-management full-time employees (MOU) for fiscal years 2013-14 & 2014-15 was adopted by resolution by the City Council on July 2, 2013; and

WHEREAS, after approval of the MOU, an issue arose regarding the method of filling the newly created positions of Cover Bus Operator; and

WHEREAS, the CCEA and City desire to resolve all disputes regarding the method of filling the newly created positions of Cover Bus Operator by documenting their agreement on the matter in a Letter of Agreement.

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

Section 1. The Memorandum of Understanding as it relates to the classification study (Article 3, Section 6) shall be amended via a Letter of Agreement (attached as Exhibit "A") to indicate that the vacant Cover Bus Operator positions shall be filled by initiating a recruitment. The City Administrator is authorized to sign the Letter agreement for and on behalf of the City.

Section 2. 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:

Victoria Alexander
Deputy City Clerk

**LETTER OF AGREEMENT
BETWEEN THE COMMERCE CITY EMPLOYEES ASSOCIATION
AND THE CITY OF COMMERCE**

WHEREAS, the Commerce City Employees Association ("CCEA") and the City of Commerce ("City") have recently completed negotiations for a new Memorandum of Understanding for Fiscal Years 2013-14 & 2014-15; and

WHEREAS, after approval of the MOU, an issue arose regarding the method of filling the newly created positions of Cover Bus Operator; and

WHEREAS, the CCEA and City desire to resolve all disputes regarding the method of filling the newly created positions of Cover Bus Operator.

THEREFORE, CCEA AND CITY AGREE AS FOLLOWS:

1. The Memorandum of Understanding as it relates to the classification study shall be amended to indicate that the vacant Cover Bus Operator positions shall be filled by initiating a recruitment.

IT IS SO AGREED

COMMERCE CITY EMPLOYEES
ASSOCIATION

DATE: _____

By: _____

CITY OF COMMERCE

DATE: _____

By: Jorge Rifá, City Administrator

APPROVED AS TO FORM:

Eduardo Olivo, City Attorney



AGENDA REPORT

Meeting Date: August 5, 2013

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

RECOMMENDATION:

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

MOTION:

Council discretion.

BACKGROUND:

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

ANALYSIS:

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

It is recommended that appointments be made to the following Commissions and Committees at this time, with all terms to expire March 17, 2015, unless otherwise indicated: 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.

FISCAL IMPACT:

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

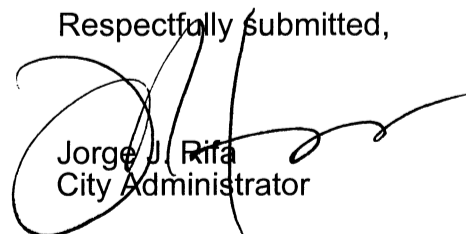
RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Recommended by:


Victoria M. Alexander
Deputy City Clerk

Respectfully submitted,


Jorge J. Rifa
City Administrator

Prepared By:


Angie Verdin
Senior Office Assistant

Attachments: Current Commission/Committee Roster

AGENDA ITEM No. 11

CITY OF COMMERCE
COMMUNITY SERVICES COMMISSION

Revised on:
July 25, 2013 AV

<u>NAME, ADDRESS</u> <u>PHONE NUMBER</u>	<u>ORIGINAL</u> <u>APPT. DATE</u>	<u>LAST</u> <u>REAPPT. DATE</u>	<u>TERM</u> <u>EXPIRES</u>	<u>TAKEN OATH AND</u> <u>COMPLETED APPL.</u>	<u>FINGER-</u> <u>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 ROLIE ACOSTA	3/22/11	4/2/2013	3/18/2015	A/O	Y	Aguilar
SOANNA 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>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 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 7/2/2013	3/18/2015	A/O	Y	Del Rio
STEVE VIESCA	1/17/06	3/22/11	3/18/2015	A/O	Y	Aguilar

Appt. Continued from 7/2/13

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	Continued		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/O	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>
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

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>
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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	Continued		3/18/2015		Leon
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COMMUNITY BASED ORGANIZATION APPOINTEE

East Yard Communities for Environmental Justice

ANGELO LOGAN 2317 Atlantic Ave. 323-263-2113 alogan@eycej.org (Designated Alternate – Isella Ramirez; iramirez@eycej.org)	9/7/04	3/22/11 4/2/2013	3/18/2015	A/O	Council
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COMMUNITY BASED ORGANIZATION APPOINTEE

United Families of Bristow Park

JESUS CERVANTES (Designated Alternate – Pending)	3/22/11	4/2/2013	3/18/2015	Not Completed	Council
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INDUSTRIAL APPOINTEE

EDDIE TAFOYA Industrial Council 6055 Washington Blvd., Ste 110 323-728-7222 eddie@industrialcouncil.org		4/2/2013	3/18/2015	Not Completed	Council
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(Designated Alternate – Pending)

INDUSTRIAL APPOINTEE

JON R. RENO 5/17/11 4/2/2013 3/18/2015 A/O Council
-leger Industrial
5701 S. Eastern Ave., Ste 101
323-727-1144

(Designated Alternate – Robert G. Thornburgh)

PLANNING COMMISSION APPOINTEE

NANCY BARRAGAN 5/22/2013 3/18/2015 Not Applicable Planning Comm
(Designated Alternate-Jorge Montes)

TRAFFIC COMMISSION APPOINTEE

JAVIER VAZQUEZ 6/12/2013 3/18/2015 Not Applicable Traffic Comm
(Designated Alternate-Cathy Duarte)

MEMBER AT-LARGE

KOCHILT YBARRA 4/5/11 4/2/2013 3/18/2015 A/ Council

MEMBER AT-LARGE

JIM PARROWS 6/21/11 4/2/2013 3/18/2015 A/O Council
99 Cent Store
4000 Union Pacific Ave
323-980-8154

(Designated Alternate – Don Arter)

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

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

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

NOTE:

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

CITY OF COMMERCE

ENVIRONMENTAL JUSTICE ADVISORY TASK FORCE

<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						
<u>PROFESSIONAL MEMBER</u>						
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	Continued		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	3/22/11	3/18/2015	Y	Council
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Keck School of Medicine, USC/
Director of Community Outreach and
Education Programs, Southern California
Environmental Health Sciences Center and
Children's Environmental Health Center
1540 Alcazar St., CHP 236
Los Angeles, CA 90033
323-442-3077

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

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

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

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

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

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

Meets: no schedule provided.



AGENDA REPORT

MEETING DATE: 08/05/2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, IN SUPPORT OF SB 811 (LARA) RELATED TO THE STATE HIGHWAY ROUTE 710

RECOMMENDATION:

At the request of Mayor Aguilar and Councilmember Robles, the City Council will consider for approval and adoption a proposed Resolution in support of Senate Bill 811, introduced by Senator Ricardo Lara, related to the I-710 corridor expansion project

MOTION:

City Council discretion.

BACKGROUND:

The I-710 is a major north-south interstate freeway connecting the City of Long Beach to Los Angeles. As a result of population growth, employment growth, increased demand for goods movement, increasing traffic volumes, and aging infrastructure, the I-710 corridor experiences serious congestion and poses safety risks to commuters.

Senate Bill 811, introduced by Senator Ricardo Lara, would impose various additional requirements on the Department of Transportation with respect to the I-710 expansion project in the County of Los Angeles from State Highway Route 60 in East Los Angeles to Ocean Boulevard in Long Beach.

In addition, the bill would require the lead agency, in consultation with all interested community organizations, to include, within the environmental review process for the project, alternatives to address the air quality, public health, and mobility impacts the project will have on neighboring communities, including in its entirety, Community Alternative 7, as defined, as a complete project alternative.

According to the Author, SB 811 makes certain the I-710 Corridor Expansion Project is completed with the interest and safety of neighboring communities in mind, and that this legislation makes it clear that Caltrans must direct the development of a project that will engage and respond to community needs. Accordingly, the legislation would create and implement necessary mitigation measures during the construction and operation of the project, and require Caltrans to improve, create, and implement community benefit projects.

ANALYSIS:

On April 23, 2013, at East Yard Communities for Environmental Justice's request, Mayor Aguilar sent a letter in support of SB 811 (Lara) to the Senate Transportation and Housing Committee, as amended on April 3, 2013.

In anticipation of a scheduled hearing next week, East Yard Communities for Environmental Justice is requesting a formal city Resolution in support of SB 811.

Staff has been in touch with the Gateway Cities Council of Governments (COG). The COG has been monitoring the progress of the bill. Their attached letter indicates some serious concerns with the bill. One major concern of the COG is that the bill "mandates" an additional level of CEQA review and process not set forth in current state law. COG maintains, this sets an extraordinary precedent that could ultimately undermine and jeopardize the project. COG staff has indicated that a meeting is being scheduled to discuss their concerns with the Assembly member.

Staff Recommendation:

Given, the ongoing nature of the dialogue between the authors of the bill and the COG, staff does recommend that Council adopt the attached Resolution as presented. SB811 has many elements which are consistent with previous Council recommendations on the project. This includes a commitment to study Community Alternative 7 fully in the DEIR and recognition of the need for community benefits. Staff recognizes the COG concerns, but believes it is the proper role of the COG to voice concerns to state elected officials in a manner that is currently taking place.

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted:


Jorge Rifa
City Administrator

Prepared by:


Alex Hamilton
Assistant Director of Community Development

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, IN SUPPORT OF SB 811 (LARA) RELATED TO THE STATE HIGHWAY
ROUTE 710

WHEREAS, The I-710 TRAVELS THROUGH THE City of Commerce, and the California Department of Transportation in partnership with several agencies seeks to expand this transportation facility;
and

WHEREAS, this expansion project may have significant environmental, economic, and health impacts on the City of Commerce; and

WHEREAS, the expansion is intended to accommodate increased freight traffic and vehicle traffic; and

WHEREAS, the City of Commerce seeks to advance local jobs, protect community health and provide 21st century mobility options for all residents; and

WHEREAS, the 2007 Goods Movement Action Plan prepared by the California Environmental Protection Agency and the Business, Transportation and Housing Agency, iterates the "fundamental principle" that freight infrastructure projects must include funding and implementation of "simultaneous and continues: public health, environmental , and community improvements; and

WHEREAS, the City of Commerce has passed a resolution supporting the community improvements including the full analysis of Community Alternative 7 as part of the I-710 expansion project, including: a comprehensive public transportation element, improvements to the LA River, a comprehensive pedestrian and bicycle element, and other community benefits (Resolution No. 13-12); and

WHEREAS, SB 811 (Lara) calls for the California Department of Transportation to study in its Environmental Impact Review/Statement community improvements-such improvements to the LA River, Comprehensive public transit, pedestrian, and bicycle improvements, targeted hiring and training programs and improvements to conditions at sensitive sites like schools, homes, and elderly care facilities;

NOW, THEREFORE BE IT RESOLVED, that the City of Commerce, supports SB 811 that would allow for sensible and necessary improvements to the I-710 corridor.

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

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

AMENDED IN ASSEMBLY JUNE 24, 2013

AMENDED IN SENATE MAY 28, 2013

AMENDED IN SENATE MAY 6, 2013

AMENDED IN SENATE APRIL 3, 2013

SENATE BILL

No. 811

Introduced by Senator Lara

February 22, 2013

An act to add Section 103.1 to the Streets and Highways Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 811, as amended, Lara. State Highway Route 710.

Existing law provides that the Department of Transportation has full possession and control of the state highway system. Existing law imposes various requirements for the development and implementation of transportation projects.

This bill would impose various additional requirements on the department, or on another agency, if that agency agrees to assume responsibility as the lead agency with respect to the I-710 expansion project in the County of Los Angeles from State Highway Route 60 in East Los Angeles to Ocean Boulevard in Long Beach. The bill would require the lead agency, in consultation with all interested community organizations, to ~~consider~~ *include*, within the environmental review process for the project, alternatives to address the air quality, public health, and mobility impacts the project will have on neighboring communities, *including, in its entirety, Community Alternative 7, as defined, as a complete project alternative*. The bill would require the final environmental document approved by the lead agency to include

an investment in identified mitigation measures *and community benefits* for the affected communities and the Los Angeles River. The bill would require the lead agency to submit a report in that regard to the Legislature at least 90 days prior to approving the final environmental document for the project, *and would require the Senate Committee on Transportation and Housing and the Assembly Committee on Transportation to hold a public joint hearing on the proposed final environmental document at least 60 days prior to approval of the final environmental document.* The bill would make legislative findings and declarations.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 103.1 is added to the Streets and
2 Highways Code, to read:
3 103.1. (a) As used in this section, the following terms have
4 the following meanings:
5 (1) “I-710 expansion project” means the proposed program of
6 improvements to the State Highway Route 710 Corridor in the
7 County of Los Angeles within the State Highway Route 710
8 Corridor project study area, which extends from State Highway
9 Route 60 in East Los Angeles to Ocean Boulevard in Long Beach.
10 The I-710 expansion project does not include any extension of
11 State Highway Route 710 through South Pasadena from State
12 Highway Route 10 to State Highway Route 210.
13 (2) “Community Alternative 7” means an alternative
14 infrastructure plan developed by a coalition of community partners,
15 and submitted for consideration to the I-710 expansion project’s
16 lead agency in response to the first draft environmental review
17 document. Community Alternative 7 includes mitigation measures
18 and community benefits to address existing and future public health
19 concerns for the affected area.
20 (2)
21 (3) “Lead agency” means the department, unless another agency
22 agrees to assume responsibility as the lead agency for the I-710
23 expansion project under the California Environmental Quality Act
24 (Division 13 (commencing with Section 21000) of the Public

1 Resources Code), in which case “lead agency” means that other
2 agency.

3 (3)

4 (4) “Los Angeles River” or “river” means the Los Angeles River
5 within the State Highway Route 710 Corridor project study area,
6 including the adjacent tributaries of Compton Creek and Rio
7 Hondo.

8 (5) “Project committee” means the committee facilitated by the
9 project’s lead agency as a part of the I-710 expansion project
10 community participation framework, and is comprised of elected
11 officials from I-710 expansion project corridor communities and
12 funding partner representatives who make recommendations to
13 the funding partners and the department on key assumptions and
14 decisions in the environmental review process. The funding
15 partners include the department, the Los Angeles County
16 Metropolitan Transportation Authority, the Gateway Cities Council
17 of Governments, the Southern California Association of
18 Governments, the Ports of Los Angeles and Long Beach, and the
19 Interstate 5 Joint Powers Authority.

20 (b) The Legislature finds and declares ~~that the~~ all of the
21 following:

22 (1) The proposed I-710 expansion project is a project of national
23 significance that is intended to expand capacity on State Highway
24 Route 710 in the County of Los Angeles to accommodate the
25 movement of freight from and to the ports of Los Angeles and
26 Long Beach, thereby providing economic benefits in the region
27 and beyond. However, the I-710 expansion project, as proposed,
28 will have adverse public health, air quality, and quality-of-life
29 impacts on residents residing near the corridor from East Los
30 Angeles to Long Beach.

31 (2) The proposed I-710 expansion project is a “goods
32 movement” project that should be aligned with the principles laid
33 out in the 2007 Goods Movement Action Plan, prepared by the
34 California Environmental Protection Agency and the Business,
35 Transportation and Housing Agency. These principles require that
36 the project be developed in a way that provides improvements to
37 the communities housing the project. For the I-710 expansion
38 project, these improvements include all of the following:

39 (A) River improvements including those that contribute to
40 revitalization of the river and green, active space along the river.

1 (B) Bicycle and pedestrian infrastructure; public transit
2 infrastructure and operations.

3 (C) Targeted hiring and job training related to the construction
4 and operation of the project.

5 (D) Improvements to conditions at sensitive sites, such as
6 schools, homes, and elderly care facilities.

7 (3) The proposed I-710 expansion project is a transportation
8 project that should be aligned with the goals of Assembly Bill 32
9 (Chapter 488, Statutes of 2006) and Senate Bill 375 (Chapter 728,
10 Statutes of 2008) of reducing greenhouse gases by reducing vehicle
11 miles traveled and increasing public transit use and active
12 transportation.

13 (4) Community Alternative 7 includes these principles, goals,
14 and improvements. On January 31, 2013, the project committee
15 for the proposed I-710 expansion project voted to recommend that
16 the lead agency consider Community Alternative 7 in its entirety
17 in the draft environmental review document for the project.

18 (c) The lead agency, in consultation with all interested
19 community organizations, shall ~~consider~~ include, within the
20 environmental review process, alternatives to address the air
21 quality, public health, and mobility impacts the I-710 expansion
22 project will have on neighboring communities, and shall identify
23 measures to improve conditions presently affecting the communities
24 surrounding the existing Route 710 freeway. One of these
25 alternatives shall be Community Alternative 7, considered in its
26 entirety, as a complete project alternative.

27 (d) The final environmental document approved by the lead
28 agency for the I-710 expansion project shall include an investment
29 in identified mitigation measures and community benefits for the
30 affected communities and the Los Angeles River.

31 (e) At least 90 days prior to approving the final environmental
32 document for the I-710 expansion project, the lead agency shall
33 submit a report to the Legislature describing the identified
34 mitigation measures and community benefits that will be included
35 in the project and providing evidence of meeting the requirements
36 of this section. The report shall be submitted pursuant to Section
37 9795 of the Government Code.

38 (f) At least 60 days prior to approval by the lead agency of the
39 final environmental document for the I-710 expansion project, the
40 Senate Committee on Transportation and Housing and the

- 1 *Assembly Committee on Transportation shall hold a public joint*
- 2 *hearing on the proposed final environmental document.*

O



CITY OF COMMERCE

Joe Aguilar
Mayor

April 23, 2013

The Honorable Mark DeSaulnier, Chair
Senate Transportation and Housing Committee
State Capitol Building, Rm. 2209
Sacramento, CA 95814
Phone: (916) 651-4121
Fax: (916) 445-2209

Re: SB 811 (Lara) –SUPPORT

Dear Chairperson DeSaulnier and Committee Members:

On behalf of the City of Commerce, I write to express our strong support for SB 811 by Senator Ricardo Lara.

Low-income communities and communities of color—including those that live along the I-710 corridor from the Ports of Long Beach and Los Angeles to SR-60 in East Los Angeles—are disproportionately harmed by air, water, and noise pollution from freeways. Toxic and criteria pollutants from diesel, tires, and exhaust cause and exacerbate: cancer; pulmonary and cardiovascular disease; cognitive impairments; birth defects, pre-term births, and low birth-weight; and endocrine disruption and diabetes, among other harms. Noise pollution impairs the ability people to sleep and work, and of school children to learn, and freeway runoff impairs nearby waterways.

SB 811 is vital to make certain the I-710 Corridor Expansion Project is completed and operates with the interest and safety of neighboring communities in mind. Its approach is consistent with the 2006 Goods Movement Action Plan which promised that infrastructure expansions and mitigation would occur simultaneously. We encourage your support of this vital bill.

Sincerely,

A handwritten signature in cursive script that reads "Joe Aguilar".

Joe Aguilar
Mayor

cc: Senator Ricardo Lara, fax: (916) 327-9113



COUNCILMEMBER STEVEN NEAL
Ninth District, Long Beach, California

April 23, 2013

The Honorable Mark DeSaulnier, Chair
Senate Transportation and Housing Committee
State Capitol Building, Rm. 2209
Sacramento, CA 95814

333 West Ocean Boulevard
Long Beach, California 90802
Telephone: 562-570-6137
Fax: 562-570-6659
district9@longbeach.gov
www.longbeach.gov/district9

Re: SB 811 (Lara) -SUPPORT

Dear Chairperson DeSaulnier and Committee Members:

On behalf of Council District 9 in the City of Long Beach, I write to express our strong support for SB 811 by Senator Ricardo Lara. Council District 9 is home to close to 54,000 residents in the city of Long Beach, California. The district is bounded to the west, north and east by the surrounding communities of Rancho Dominguez, the cities of Compton, Paramount, Bellflower and Lakewood.

Low-income communities and communities of color—including those that live along the I-710 corridor from the Ports of Long Beach and Los Angeles to SR-60 in East Los Angeles—are disproportionately harmed by air, water, and noise pollution from freeways. Toxic and criteria pollutants from diesel, tires, and exhaust cause and exacerbate: cancer; pulmonary and cardiovascular disease; cognitive impairments; birth defects, pre-term births, and low birth-weight; and endocrine disruption and diabetes, among other harms. Noise pollution impairs the ability people to sleep and work, and of school children to learn, and freeway runoff impairs nearby waterways.

The California Department of Transportation (Caltrans) and partners propose to widen I-710 between Long Beach and East LA—to up to fourteen lanes. This project will exacerbate health and quality of life impacts, including those described above, already borne by I-710 corridor communities. The project will also further divide communities housing the project that are already suffering from a dearth of green space, safe bicycle and pedestrian routes, and public transportation. Additionally, the expansion of the I-710 freeway threatens to further degrade the Los Angeles River.

SB 811 is vital to make certain the I-710 Corridor Expansion Project is completed and operates with the interest and safety of neighboring communities in mind. Its approach is consistent with the 2006 Goods Movement Action Plan which promised that infrastructure expansions and mitigation would occur simultaneously. We encourage your support of this vital bill.

Sincerely,

Steven Neal, Councilmember
City of Long Beach, 9th District



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

July 8, 2013

The Honorable Senator Ricardo Lara
Capitol Office
State Capitol, Room 5050
Sacramento, CA 95814

Dear Senator Lara:

SB 811 as Amended 6-24-13

The Gateway Cities Council of Governments (COG) would like to take this opportunity to provide you with some comments and input on SB 811 as amended June 24, 2013. We have been following the bill and have concerns about this latest version. The COG comments are noted directly on the bill (Attachment A). We would appreciate your consideration of our issues and would like to engage in a dialog to address them.

The Gateway COG is one of the funding partners for the I-710 Corridor Project. This project was initiated by the COG in 1999, when the cities collectively identified the corridor as the greatest subregional unaddressed transportation need. The COG partnered with MTA, Caltrans and SCAG to do a Major Corridor Study to further study the corridor and find solutions. Congestion, congestion-related air pollution, and safety were identified as the major issues with the corridor. Communication with the community was less than collaborative, but partners regrouped and developed a model public outreach framework which resulted in the adoption of the following Guiding Principles:

- Minimize right-of-way acquisitions
- Minimize both immediate and cumulative exposure of air toxics and pollution
- Improve safety

Artesia
Avalon
Bell
Bellflower
Bell Gardens
Cerritos
Commerce
Compton
Cudahy
Downey
Hawaiian Gardens
Huntington Park
La Habra Heights
La Mirada
Lakewood
Long Beach
Lynwood
Maywood
Montebello
Norwalk
Paramount
Pico Rivera
Santa Fe Springs
Signal Hill
South Gate
Vernon
Whittier
County of Los Angeles
Port of Long Beach

The Honorable Senator Ricardo Lara
July 8, 2013
Page 2

- Relieve congestion and reduce intrusion
- Improve public participation

At the end of the Major Corridor Study, the I-710 Oversight Policy Committee adopted a Locally Preferred Strategy (Attachment B). The MTA took action on January 27, 2005 (Attachment C). Summaries of both of the process adopted by both agencies is are attached.

The Funding Partners as identified in SB 811 have followed the policy recommendations from the Major Corridor Study. Unlike a typical "freeway expansion" project the I-710 Corridor Improvement Project boundaries extend beyond the limits of the Caltrans right-of-way and examine city, community and local impacts. The analysis and examination of these impacts has been done through the initiation of the CEQA and NEPA process and other ancillary studies. The recently completed Air Quality Action Plan (AQAP) measures, models and dissects air quality impacts for the Corridor Cities. The only variation taken with this process was the AQAP was extended to the entire Gateway Cities Subregion as air quality concerns extend beyond the I-710 freeway. Under the umbrella of the AQAP, the COG, facilitated by the MTA, has produced the following reports at the request of the community:

- Community Medical Needs Assessment
- Ultrafine Particle Report
- Health Impact Assessment
- Modeled Near-Roadway Emissions Concentrations
- I-710 Corridor Construction Staging and Phasing Emissions Report

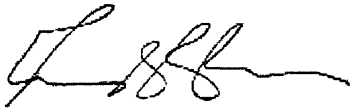
These reports were created and submitted to the lead agency for use/inclusion in the official environmental record. They were made available to the public for their use in reviewing or commenting on the official environmental record. Additionally, the funding partners created and maintained an extensive public outreach framework which continues to function. To date, there have been over 300 community meetings on this corridor project. These meetings will continue throughout the execution of the project.

The I-710 Corridor Improvement Project has been conducted in an open and community focused manner. We appreciate the interest and participation of your office as well as other area representatives and would like to continue working towards legislation that would move the stated goals and objectives of the community forward.

The Honorable Senator Ricardo Lara
July 8, 2013
Page 3

COG and funding partner staff is available to discuss this legislation with you and your staff at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'R Powers', with a long horizontal flourish extending to the right.

Richard Powers, Executive Director
Gateway Cities Council of Government

cc: Gene Daniels, President
Gateway Cities Council of Governments
Art Leahy, CEO – LACMTA

Attachments

- "A" - SB 811 – Annotated
- "B" - I-710 Oversight Policy Recommendation
- "C" - MTA Board Action
- "D" - May 30, 2013 I-710 PC Environmental Update Report

ATTACHMENT A

AMENDED IN ASSEMBLY JUNE 24, 2013

AMENDED IN SENATE MAY 28, 2013

AMENDED IN SENATE MAY 6, 2013

AMENDED IN SENATE APRIL 3, 2013

SENATE BILL

No. 811

Introduced by Senator Lara

February 22, 2013

An act to add Section 103.1 to the Streets and Highways Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 811, as amended, Lara. State Highway Route 710.

Existing law provides that the Department of Transportation has full possession and control of the state highway system. Existing law imposes various requirements for the development and implementation of transportation projects.

This bill would impose various additional requirements on the department, or on another agency, if that agency agrees to assume responsibility as the lead agency with respect to the I-710 expansion project in the County of Los Angeles from State Highway Route 60 in East Los Angeles to Ocean Boulevard in Long Beach. The bill would require the lead agency, in consultation with all interested community organizations, to ~~consider~~ *include*, within the environmental review process for the project, alternatives to address the air quality, public health, and mobility impacts the project will have on neighboring communities, *including, in its entirety, Community Alternative 7, as defined, as a complete project alternative*. The bill would require the final environmental document approved by the lead agency to include

an investment in identified mitigation measures *and community benefits* for the affected communities and the Los Angeles River. The bill would require the lead agency to submit a report in that regard to the Legislature at least 90 days prior to approving the final environmental document for the project, *and would require the Senate Committee on Transportation and Housing and the Assembly Committee on Transportation to hold a public joint hearing on the proposed final environmental document at least 60 days prior to approval of the final environmental document.* The bill would make legislative findings and declarations.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 103.1 is added to the Streets and
2 Highways Code, to read:

3 103.1. (a) As used in this section, the following terms have
4 the following meanings:

5 (1) "I-710 expansion project" means the proposed program of
6 improvements to the State Highway Route 710 Corridor in the
7 County of Los Angeles within the State Highway Route 710
8 Corridor project study area, which extends from State Highway
9 Route 60 in East Los Angeles to Ocean Boulevard in Long Beach.
10 The I-710 expansion project does not include any extension of
11 State Highway Route 710 through South Pasadena from State
12 Highway Route 10 to State Highway Route 210.

13 (2) *"Community Alternative 7"* means an alternative
14 infrastructure plan developed by a coalition of community partners,
15 and submitted for consideration to the I-710 expansion project's
16 lead agency in response to the first draft environmental review
17 document. Community Alternative 7 includes mitigation measures
18 and community benefits to address existing and future public health
19 concerns for the affected area.

20 (2)

21 (3) "Lead agency" means the department, unless another agency
22 agrees to assume responsibility as the lead agency for the I-710
23 expansion project under the California Environmental Quality Act
24 (Division 13 (commencing with Section 21000) of the Public

The project title is I-710 Corridor Improvement Project and that name should be used. The project is not just about the I-710, it includes an analysis of about 180 arterial highway intersections, transit, TSM, TDM and ITS projects. This is an improvement project for the I-710 corridor - so the original definition is more correct.

There is no evidence or analysis for the basis for the determination that the underlined portion of the definition is true. Can the Legislature make a determination, without any analysis that CA7 does all it is supposed to do? This supercedes the function of CEQA.

Not sure what this means; the lead agency is Caltrans through delegation from FHWA under NEPA and as the lead under CEQA, only Caltrans can be the lead agency.

1 Resources Code), in which case "lead agency" means that other
2 agency.

3 (3)

4 (4) "Los Angeles River" or "river" means the Los Angeles River
5 within the State Highway Route 710 Corridor project study area,
6 including the adjacent tributaries of Compton Creek and Rio
7 Hondo.

8 (5) "Project committee" means the committee facilitated by the
9 project's lead agency as a part of the I-710 expansion project
10 community participation framework, and is comprised of elected
11 officials from I-710 expansion project corridor communities and
12 funding partner representatives who make recommendations to
13 the funding partners and the department on key assumptions and
14 decisions in the environmental review process. The funding
15 partners include the department, the Los Angeles County
16 Metropolitan Transportation Authority, the Gateway Cities Council
17 of Governments, the Southern California Association of
18 Governments, the Ports of Los Angeles and Long Beach, and the
19 Interstate 5 Joint Powers Authority.

20 (b) The Legislature finds and declares ~~that the~~ all of the
21 following:

22 (1) The proposed I-710 expansion project is a project of national
23 significance that is intended to expand capacity on State Highway
24 Route 710 in the County of Los Angeles to accommodate the
25 movement of freight from and to the ports of Los Angeles and
26 Long Beach, thereby providing economic benefits in the region
27 and beyond. However, the I-710 expansion project, as proposed,
28 will have adverse public health, air quality, and quality-of-life
29 impacts on residents residing near the corridor from East Los
30 Angeles to Long Beach.

31 (2) The proposed I-710 expansion project is a "goods
32 movement" project that should be aligned with the principles laid
33 out in the 2007 Goods Movement Action Plan, prepared by the
34 California Environmental Protection Agency and the Business,
35 Transportation and Housing Agency. These principles require that
36 the project be developed in a way that provides improvements to
37 the communities housing the project. For the I-710 expansion
38 project, these improvements include all of the following:

39 (A) River improvements including those that contribute to
40 revitalization of the river and green, active space along the river.

This definition is accurate.

This language substantially redefines the project and alters the purpose and needs statement. Presumably the Legislature can do that but the EIR/EIS is probably no longer valid if this view prevails. There would need to be a CEQA legal determination. The second sentence legislatively determines that there will be "adverse public health, air quality and quality-of-life impacts..." Again, this predetermines the outcome of the environmental process. Is there a precedent for the Legislature determining the outcome of an EIR? Impacts have yet to be determined; that is the purpose behind doing an EIR/EIS. The lead agency would have to determine how this redefinition affects the NEPA process. FHWA would probably want the document done over with this new statement of Purpose and Need. The first draft of the EIR/EIS showed just the opposite with respect to the last sentence. In the DEIR/DEIS, the no-build option had more adverse impacts than the build options that included the zero emission freight corridor. This is why the new alternatives only include a zero emission freight corridor. The no-build alternative has much more significant environmental impacts than any of the build alternatives which can be easily discerned from a reading of the DEIR/DEIS.

As indicated above the I-710 Corridor Project is more than a Goods Movement project. this language redefined the project into a singular project component

See next page 2 A) -D)

1 (B) Bicycle and pedestrian infrastructure; public transit
2 infrastructure and operations.

3 (C) Targeted hiring and job training related to the construction
4 and operation of the project.

5 (D) Improvements to conditions at sensitive sites, such as
6 schools, homes, and elderly care facilities.

7 (3) The proposed I-710 expansion project is a transportation
8 project that should be aligned with the goals of Assembly Bill 32
9 (Chapter 488, Statutes of 2006) and Senate Bill 375 (Chapter 728,
10 Statutes of 2008) of reducing greenhouse gases by reducing vehicle
11 miles traveled and increasing public transit use and active
12 transportation.

13 (4) Community Alternative 7 includes these principles, goals,
14 and improvements. On January 31, 2013, the project committee
15 for the proposed I-710 expansion project voted to recommend that
16 the lead agency consider Community Alternative 7 in its entirety
17 in the draft environmental review document for the project.

18 (c) The lead agency, in consultation with all interested
19 community organizations, shall ~~consider~~ include, within the
20 environmental review process, alternatives to address the air
21 quality, public health, and mobility impacts the I-710 expansion
22 project will have on neighboring communities, and shall identify
23 measures to improve conditions presently affecting the communities
24 surrounding the existing Route 710 freeway. One of these
25 alternatives shall be Community Alternative 7, considered in its
26 entirety, as a complete project alternative.

27 (d) The final environmental document approved by the lead
28 agency for the I-710 expansion project shall include an investment
29 in identified mitigation measures and community benefits for the
30 affected communities and the Los Angeles River.

31 (e) At least 90 days prior to approving the final environmental
32 document for the I-710 expansion project, the lead agency shall
33 submit a report to the Legislature describing the identified
34 mitigation measures and community benefits that will be included
35 in the project and providing evidence of meeting the requirements
36 of this section. The report shall be submitted pursuant to Section
37 9795 of the Government Code.

38 (f) At least 60 days prior to approval by the lead agency of the
39 final environmental document for the I-710 expansion project, the
40 Senate Committee on Transportation and Housing and the

(3) It is not clear whether either bill is meant to be applied to a specific project nor does either bill contain that sort of regulatory application. The GHG reductions are achieved through the implementation of the regional SCS not through applying restrictions to individual projects. This language is concerning - GHGs' were analyzed in the DEIR/DEIS and the zero emission freight corridor had the largest GHG reductions of any project in California. Furthermore, there is concern that the SCAG Regional Sustainable Community Strategy which contains the GHG reductions from the Gateway Cities SCS will be reduced without this project.

(4) The vote was to consider, not include or analyze as a separate alternative. This has been done - CA7 has been analyzed. It is clear from the comparative analysis prepared by the project team that all the elements of CA 7 are being analyzed and are part of Alternative 6D. This has been made very clear to all community groups and the I-710 PC.

(d) This language is too open-ended, who defines "identified mitigation measures and community benefits"? Is it the intent to have the community groups define this part? This isn't workable and would kill the project. CEQA and NEPA require impacts to be determined before any mitigations are developed

(e) Legislating mitigations without a project nexus is not consistent with CEQA in addition to not knowing who would determine the mitigations. A blank check to the community is not workable and would not be accepted by either Caltrans or the MTA, CEQA already requires a mitigation plan so this seems redundant.

(c) At the May 31st 2013 meeting the environmental consultant presented a matrix of how each element in CA7 has been analyzed. The components of CA7 are included in the cumulative iterations of the environmental analysis. Including CA7 as a separate alternative would require starting over a significant monetary investment for an alternative that is largely mitigations to existing conditions and for which the improvements do not really address the purpose and needs statement. The costs of revising the document run in the \$1-2 million range (a wild guess, may run more), Is there a precedent for the Legislature forcing a local agency to spend money in this manner? Attached the PowerPoint that reviews the analysis of the various components of CA7.

Mitigations 2.A) – D) There is an inherent problem with dictating mitigations to a project without examining the impacts actually generated by the project. There is an element of the community that wish the project mitigate all of the impacts currently experienced within the corridor which is setting a precedent. The project should improve the environmental conditions and many of the impacts currently experienced by the community.

There is a problem with the requirement to improve the river (aside from mandating a mitigation) due to the river's primary function as a flood control channel. The introduction of bicycle and pedestrian infrastructure on the levee as well as the completion of the Compton Creek bike path under the freeway are probably strong possibilities and are being examined in the project. Greening and naturalizing the river may not be acceptable and dilute the flood control function; why would the Legislature mandate something that is potentially harmful to public safety? The project team continues to meet with the Corps of Engineers and the Los Angeles County Flood Control District. It seems that no one who is connected to CA 7 has ever met with them. At any rate, not only do they want no impact to the existing hydraulic capacity of the river, they do not want any improvements along it that would preclude expanding the capacity of the river to handle future, higher flows. They are quite clear about this. That has led the I-710 corridor project completely out of the river and away from any improvements that would affect the ability of these two agencies to expand the river to carry more flow. The project team will continue to meet with these two agencies and have one of them make a presentation about the river in the near future. The Corps of Engineers also stated that nothing will be planted on the levees. They are extremely concerned about this.

Public transit improvements has always been a part of the I-710 Corridor Project and this is stated in the DEIR/DEIS. Public transit improvements are proposed as part of any build alternative, along with arterial highway, TSM, TDM and ITS improvements. This is very clear in the DEIR/DEIS. It is the first time that a freeway project also includes transit improvements. These transit improvements include, at this time, increased bus service and some other ridership increases assumed for the Blue Line and the Green Line. Additional transit system improvements are also being examined as part of the Gateway Cities Strategic Transportation System. For example, adding parking spaces for Park-n-Ride lots would be important.

This language is mandating mitigations to the project without creating the nexus. Legislating mitigations in this manner makes the "No Build" option viable. Mitigations need to come from impacts and the lead agency should also consider enhancements but only once a build project is analyzed in the final EIR/EIS. Legislating mitigations first without any analysis to back them up – does not seem defensible per CEQA.

Targeted employment is a function of who builds the project and the "color" of money being used. The MTA has adopted a Project Labor Agreement Policy but it cannot be applied to federally funded projects, there is a different process for federally funded projects and the word targeted may not be consistent with the federal definition. Depending on what is meant by "targeted workers" This Legislation may make the project ineligible for federal financial participation.

- 1 *Assembly Committee on Transportation shall hold a public joint*
- 2 *hearing on the proposed final environmental document.*

This is probably okay as long as the Legislature wishes to pay for it. It is not clear why this hearing is necessary? Will the Legislature enact findings that would change the outcome of the process? There have been over 300 public meetings and hearings on this project in the last 5 to 6 years - the project team anticipates many more that the Legislature should attend.

Attachment B

I-710 Oversight Policy Committee Adopted Locally Preferred Strategy

November 18, 2004

Executive Summary

Locally Preferred Strategy

Action: Voted unanimously to adopt the Locally Preferred Strategy described in the attached report and illustrated in attachments for the purposes of environmental analysis, incorporate the results of the sub-area "mini-study" upon its completion and seeking funding to initiate an EIR/EIS.

Tier 2 Report and Recommendation for Health and Air Quality

Voted unanimously to request the Gateway Cities Council of Governments return with suggested steps for initiating the development and implementation of a corridor level Air Quality Action Plan to include not only technical, but also funding. Institutional structure and legislative strategies as well as an approach to holding public agencies with jurisdiction in the Corridor accountable for progress in meeting air quality and public health objectives in the Corridor and the Region.

Tier 2 Report and Recommendation for EIR/EIS

Action: Voted unanimously to forward the Tier 2 report in its entirety to be accepted as pre-scoping guidance to the preparation of the EIR/EIS.

Tier 2 Report and Recommendation for Community Improvements Independent of the EIR/EIS.

Action: Voted unanimously to request the Gateway Cities Council of Governments to identify and pursue appropriate avenues to implement those Tier 2 recommendations that prove to exceed the scope of any I-710 transportation project and report back to the community.

Tier 1 and Tier 2 Community Outreach Process

Action: Voted unanimously to request TA and COG staff to suggest a process and structure for continuing community participation throughout the environmental analysis.

Attachment C

**MTA Board Action of
January 27, 2005**

- A. Adopt the Draft Final Report on the I-710 Major Corridor Study between the Ports of Los Angeles/Long Beach and SR-60 Pomona Freeway; and
- B. Authorize the Chief Executive Officer to proceed with the preparation of a scope of work and funding plan that will include funding commitments from multiple partners for the environmental phase of the project pursuant to the Major Corridor Study's Locally Preferred Strategy and use input from the I-710 Community Advisory Committees in the environmental scoping process. The scope of work should also include assessment of impacts to the I-710/SR-60 interchange and evaluation of alternative project delivery methods: and:
 - 1. Adopt the draft final report on the I-710 major corridor study;
 - 2. Direct MTA staff to report back to the Board with the results of the east Los Angeles mini-study and that results be included into the locally preferred strategy prior to initiating scoping for the EIR/EIS;
 - 3. Receive the Tier II report to be accepted and utilized as pre-scoping guidance for the EIR/EIS; and
 - 4. Direct the MTA CEO, with the assistance of our state and federal advocates,
to work with the appropriate governmental and non-governmental agencies to form a multi-jurisdictional entity to coordinate the appropriate aspects of the project, including identification of a funding plan with funding sources from multiple partners; and upon formation, the multi-jurisdictional partnership be tasked with identifying strategies for achieving near-term improvements to the corridor's air quality and that the strategies be identified prior to initiation of the EIR/EIR request for proposals

RESOLUTION NO. 13-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
EXPRESSING SUPPORT FOR THE STUDY OF "COMMUNITY ALTERNATIVE 7"
DEVELOPED BY THE COALITION FOR ENVIRONMENTAL HEALTH AND JUSTICE IN
CONJUNCTION WITH COMMUNITY STAKEHOLDERS FOR THE I-710 CORRIDOR
PROJECT

WHEREAS, the I-710 Freeway travels through the City of Commerce, and the California Department of Transportation ("Caltrans") in partnership with several agencies seeks to expand this transportation facility (the "I-710 Freeway Improvement Project"); and

WHEREAS, the I-710 Freeway Improvement Project will have significant environmental, economic, and health impacts on the City of Commerce and its residents; and

WHEREAS, the Draft Environmental Impact Report/Draft Environmental Impact Statement (the "DEIR/DEIS"), released in 2012 for the I-710 Freeway Improvement Project, outlined alternatives, including: no build, ten general purpose lanes, ten general purpose lanes plus four separated truck lanes, ten general purpose lanes plus four separated advanced technology truck lanes, and ten general purpose lanes plus four separated truck lanes with a toll, alternative; and

WHEREAS, the City of Commerce seeks to advance local jobs, protect community health and provide 21st century mobility options for residents; and

WHEREAS, the Coalition for Environmental Health and Justice ("CEHAJ") developed "Community Alternative 7", which includes the following seven components: (1) no widening of the general purpose lanes; (2) a comprehensive public transit element; (3) a mandatory zero-emission freight corridor of four lanes; (4) public private partnership used to operate the new freight corridor; (5) improvements to the LA River; (6) a comprehensive pedestrian and bicycle element, and (7) community benefits; and

WHEREAS, the City of Commerce submitted a September 27, 2012, Comment Letter to the DEIR/DEIS, which acknowledged that "Community Alternative 7" attempts to balance the predominately regional project benefits with benefits for the largely poor and minority residential neighborhoods that will be adversely affected, and gives voice to those constituents who might not otherwise be heard in the environmental review process; and

WHEREAS, Caltrans is considering a recirculated DEIR/DEIS in order to properly address all comments that have been received and to assess the various project alternatives; and

WHEREAS, the City of Commerce is still very much committed to seeking to advance local jobs, protect community health and provide 21st century mobility options for residents.

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

SECTION 1. The City of Commerce respectfully requests that "Community Alternative 7" be studied in the recirculated Draft Environmental Impact Report/Draft Environmental Impact Statement for the I-710 Freeway Improvement Project.

SECTION 2. The City Administrator is hereby directed to deliver a copy of this Resolution to the California Department of Transportation.

PASSED, APPROVED and ADOPTED this 29th day of January,
2013.


Lilia R. Leon, Mayor

ATTEST:


Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

Meeting Date: August 5, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: REMOVAL OF UNAUTHORIZED BUS BENCHES AND REVIEWING THE FEASIBILITY OF ALLOWING BUS BENCH ADVERTISING

RECOMMENDATION:

At the discretion of the City Council, move to approve and/or provide staff direction regarding the removal of unauthorized bus benches placed throughout the City and review the feasibility of allowing advertising on the City's bus shelters and/or benches as a revenue source.

MOTION:

Move to approve recommendation.

BACKGROUND:

The City has the following type and quantity of bus shelters and benches throughout the City:

<u>Description</u>	<u>Quantity</u>
Bus Stops	85
Bus Shelters	25
Bus Benches	47
Trash Receptacles	80
Unauthorized Benches w/ Advertising	36 (Pending Removal)

Over the past two years, the City has made significant strides in installing new bus shelters and bus benches throughout the City. The new bus stop amenities have improved the image of the City and provide a safe place for bus riders to wait for City buses.

Unauthorized Bus Benches

There are approximately thirty-six (36) unauthorized advertising benches installed throughout the City; with the majority of the benches placed along Eastern, Slauson, Garfield, and Atlantic Avenues; and Washington Boulevard. The unauthorized benches are maintained in unsatisfactory conditions, and do not reflect the positive image the City and residents have become accustomed to.

On March 13, 2013, the City Attorney sent letters via certified mail to the following advertising companies: Rent-A-Bench and Bench AD, notifying them that they were in violation of Commerce Municipal Code (CMC) 12.16.021, and that the bus benches were a public nuisance. The companies were scheduled to remove all the bus benches by March 18, 2013. Since then, the advertising companies have requested an extension, which has been temporarily granted, while the City reviews and analyzes the best course of action. While the removal of the bus benches will eliminate many eyesores throughout the City, the removal of the benches will also leave many bus riders without a place to wait for public transportation.

Photos of Unauthorized Bus Benches



Recommendations/Options:

There are two options available to the City at this time. The options are as follow:

Option 1

Issue a Request for Proposal (RFP) to Replace Unauthorized Benches with New Bus Shelters without Advertisement

This option will authorize staff to initiate a Request for Proposal (RFP) to implement Phase II of the bus shelter installation project. The City has remaining funds available from Federal Transit Administration Grant CA-90-0593 to replace the unauthorized benches with new shelters and/or benches. The new bus shelter/bench designs would match the existing bus shelter equipment installed in 2012.

The benefits and drawbacks related to this option are as follow:

Benefits:

- More protection for transit users;
- Decrease chance of graffiti;
- Adds new infrastructure within the City;
- City has the ability to control signage on shelters/benches;
- Dilapidated benches will be replaced with new shelters and/or benches; and
- No cost to the City or impact to the City's General Fund.

Drawbacks:

If the City selects Option 1, there would be no revenue earned.

Photo of Proposed Replacement Bus Shelter



Option 2

Allow Advertising on New and Existing Bus Shelters and Bus Benches

The benefits and drawbacks related to this option are as follow:

Benefits:

Frees up transit capital funds that can be used for other transit related projects;
More protection for transit users;
City has the ability to opt out of specific bus shelters;
City could earn up to approximately \$47,000 in annual revenue; and
City resources can be redirected towards other assignments.

Drawbacks:

Advertising may conflict with local businesses;
Possibility of an increase in graffiti within City limits;
Advertising could clutter neighborhoods;
May not be conducive with the City's desired image;
May receive complaints from residents regarding ads; and
Added quality control on City staff to monitor work

It should be noted, per speaking with the Cities of Gardena, Redondo Beach and Montebello, that they elected not to advertise on their respective City bus shelters for the following reasons:

- 1) Advertising increases chance of graffiti within City limits;
- 2) Advertisements could conflict with local businesses;
- 3) Posting advertisements could clutter neighborhoods;
- 4) Advertisement not conducive with the City's desired image; and
- 5) Advertising conflicts with adopted City ordinance.

Federal Transit Administration (FTA) - Revenue Guidelines:

The City has the option to advertise on the existing bus shelters and/or benches. However, the bus shelters and benches were purchased with Federal Transit Administration (FTA) grant funds. Therefore, any revenue generated would be deemed incidental use. Incidental use is defined as the authorized use of real property (and equipment) acquired with FTA funds for purposes of transit, but which also has limited non-transit purposes due to transit operating circumstances. Income received from the authorized incidental or joint development uses may be retained by the City (without returning the Federal share) if the income is used for eligible transit capital and operating expenses only.

SUMMARY:

After careful review, research, and based on the overall impact to the City, it is staff's recommendation to proceed with Option #1.

FISCAL IMPACT:

Option #1 will authorize staff to initiate a Request for Proposal (RFP) to implement Phase II of the bus shelter installation project. Phase II will be funded using the remaining \$250,000 in FTA Grant # CA-90-0593.

As a result, the proposed activity can be carried out with no cost to the City or impact on the current operating budget.

STRATEGIC GOAL:

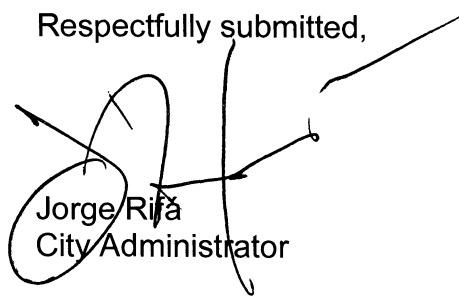
This agenda item relates to the 2012 strategic goal "improve and maintain infrastructure and beautify our community", as the proposed recommendation outlined in this report: 1) Decreases chance of graffiti within the City; 2) Adds new infrastructure; 3) Replaces dilapidated bus benches with new bus shelters; and 4) Provides more protection for transit users.

Recommended by:



Claude McFerguson
Director of Transportation

Respectfully submitted,



Jorge Rifa
City Administrator

Budget Impact Review by:

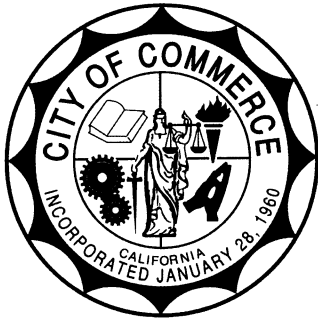


Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: August 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING CITY STAFF TO ENTER INTO A REIMBURSEMENT AGREEMENT ("AGREEMENT") WITH CRAIG REALTY GROUP CITADEL, LLC ("CRG CITADEL") FOR PAVEMENT REPAIRS AND RESTRIPING OF CAMFIELD AVENUE, FLOTILLA STREET, HOEFNER AVENUE, SMITHWAY STREET, TUBEWAY AVENUE AND TELEGRAPH ROAD

RECOMMENDATION:

Approve the Resolution authorizing City Staff to enter into a Reimbursement Agreement with Craig Realty Group Citadel, LLC ("CRG Citadel") to repair and restripe Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road as part of The Citadel/Commerce Clean-Up Day, and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

For the past two years, Craig Realty has sponsored a Clean-Up Day in Commerce, around The Citadel Outlets Center. The event included volunteers performing various tasks such as litter/weed abatement, sweeping, painting, curb washing and street repairs; all intended to improve and maintain the area.

As in years past, Craig Realty is proposing a partnership (see attached letter) for road repairs and restriping of Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street and Tubeway Avenue. The estimated cost of the project is \$100,528.95, which would be split has follows:

- Tubeway Avenue – 3" cold mill, clean and overlay, install petromat paving fabric, apply oil and asphalt, compact asphalt, restripe all pavement markings....\$63,975.00
(cost share 1/3 each with The Commerce Casino, CRG Citadel & City of Commerce or \$21,325 each)
- Camfield Avenue, Hoefner Avenue, Flotilla Street, Smithway Street – clean and apply seal coating, and restripe all pavement markings.....\$26,391.95
(cost share 1/2 each with CRG Citadel & City of Commerce or \$13,195.98 each)
- Smithway Street & Tubeway Avenue – remove "V" gutters, removal & replacement of damaged asphalt plus petromat application.....\$7,762.00
(cost share 1/2 each with CRG Citadel & City of Commerce or \$3,881.00 each)
- Telegraph Road and Tubeway Avenue – clean and patch potholes with approximately 5 tons of asphalt, remove tree roots to curb line and replace with 6" asphalt in 3 areas of Tubeway Avenue.....\$2,400.00
(cost share 1/2 each with CRG Citadel & City of Commerce or \$1,200 each)

- Traffic Control Plan and Deputy Public Works Inspection – provide required traffic control plan and deputy public works inspection services to ensure that project is completed per current Public Works Standards.....\$7,000.00** (only an estimate) (cost share 1/2 each with CRG Citadel & City of Commerce or \$3,500.00 each)

TOTAL COST.....\$107,528.95

Craig Realty has obtained a \$5,000 donation from a movie studio that will be applied to reduce the City and Craig Realty share of the improvements; resulting in following funding breakdown:

- Craig Realty.....\$40,601.75
- City of Commerce.....\$40,601.75
- The Commerce Casino.....\$21,325.00
- Donation from Movie Studio.....\$ 5,000.00

TOTAL COST.....\$107,528.95

As in prior years, in order to ensure that the project is completed in accordance with Public Works Standards for street repairs, the City will need to hire a traffic engineer to prepare the traffic control plan and a deputy public works inspector to monitor and inspect all work in the public right of way. Transtech Engineers, Inc. has provided these services at a discounted rate for previous Clean-Up Day Events, and is willing to provide them again.

FISCAL IMPACT

The work required under the Reimbursement Agreement is estimated at \$107,528.95. The City's share is \$40,601.75, as shown above. In order to cover all project related expenditures, including preparation of a traffic control plan and providing a deputy public works inspector to oversee the project and a contingency, staff is recommending the City allocated \$50,000 for this project, as follows:

- Proposed City's share of street repairs.....\$40,601.75
- Project Contingency.....\$9,398.25

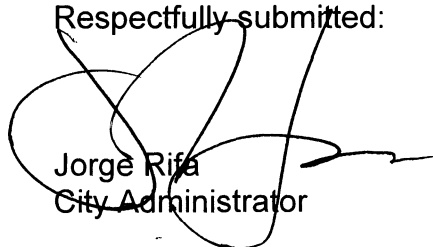
TOTAL COST.....\$50,000.00

Staff is recommending that the proposed work be funded from General Fund Reserves and appropriate said funds into Account No. 10-5170-56060 (Major Street Repairs – Street & Alley Maintenance and Repair) for disbursement to CRG Citadel.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

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

Respectfully submitted:



Jorge Rifa
City Administrator

Reviewed by:



Patrick Malloy
Special Assistant to the City Administrator

Recommended and prepared by:



Danilo Batson
Assistant Director of Public Services

Fiscal Impact Reviewed by:



Vilko Domic
Director of Finance

Approve as to form:



Eduardo Olivo
City Attorney

File: 2013 City Council Agenda Reports
Resolution Reimbursement Agreement with CRG Citadel for Road Repairs on Various Streets – Agenda Reports File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING CITY STAFF TO ENTER INTO A REIMBURSEMENT AGREEMENT ("AGREEMENT") WITH CRAIG REALTY GROUP CITADEL, LLC ("CRG CITADEL") FOR PAVEMENT REPAIRS AND RESTRIPING OF CAMFIELD AVENUE, FLOTILLA STREET, HOEFNER AVENUE, SMITHWAY STREET, TUBEWAY AVENUE AND TELEGRAPH ROAD

WHEREAS, CRG Citadel is sponsoring its 3rd Annual Clean-Up Day in Commerce on August 11, 2013, and

WHEREAS, this year's event involves the participation of over a 100 volunteers performing various tasks such as litter/weed abatement, sweeping, painting, curb washing and street repairs; all intended to improve and maintain a major business/commercial district in Commerce; and

WHEREAS, CRG Citadel is proposing a public/private partnership to improve the condition of various streets (Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road) at an estimated total cost of \$107,528.95;

WHEREAS, CRG Citadel, The Commerce Casino and the City of Commerce have agreed to share the cost of the proposed street repairs at a fair and equitable formula;

WHEREAS, the City can financially participate in the project provided the wages paid to the workers on the job are State prevailing wages (the same as if it were the City's project), to which CRG Citadel has agreed; and

WHEREAS, inspection of the work, as well as prevailing wage certification and compliance, will be undertaken by an independent inspector and the subject improvement plans will also be reviewed and approved by the City; and

WHEREAS, CRG Citadel will provide all traffic control devices and signage in order to safeguard motorists and pedestrians that travel this area in accordance with the City's approved Traffic Control Plans for the project; and

WHEREAS, CRG Citadel intends to perform all work in such a manner that it will minimize disruption of businesses and traffic in the area; and

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

Section 1. City Staff and the City Attorney are hereby authorized to prepare the Reimbursement Agreement by and between Craig Realty Group Citadel, LLC ("CRG Citadel") and the City of Commerce. The Mayor is hereby authorized and directed to execute the Reimbursement Agreement for and on behalf of the City of Commerce.

Section 2. The Reimbursement Agreement will be brought back to the City Council for ratification and approval at a later City Council meeting.

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

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk



AGENDA REPORT

MEETING DATE: AUGUST 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: EMERGENCY OPERATIONS CENTER (EOC) — NAMING OF FACILITY

RECOMMENDATION:

At the request of Councilmember Baca Del Rio, the City Council will discuss and give direction on the official naming of the Commerce Emergency Operations Center (EOC).

MOTION:

City Council discretion.

BACKGROUND:

In early 2009, an appropriation request proposal for a new Emergency Operations Center (EOC) was submitted to Congresswoman Lucille Roybal-Allard's office. The Congresswoman was successful in assisting the City in receiving a one-million dollar non-competitive allocation.

The purpose of the FY 2010 Emergency Operations Center (EOC) Grant Program is to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, and interoperable EOC's with a focus on addressing identified deficiencies and needs. The City of Commerce was selected as one of nine cities in the State of California to participate in EOC Grant Program.

FISCAL IMPACT:

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

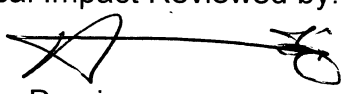
RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item report is not applicable to any specific Council strategic goal.

Respectfully submitted,

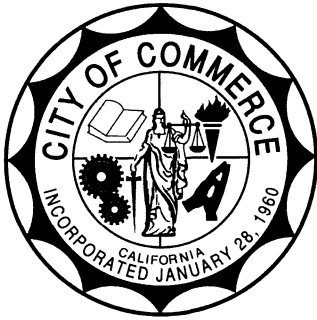

Jorge J. Rifá
City Administrator

Fiscal Impact Reviewed by:


Vilko Domic
Director of Finance

Approved As To Form:


Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: AUGUST 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: USE OF CAMP COMMERCE VIP CABIN DURING EMPLOYEE WEEKEND (LABOR DAY)

RECOMMENDATION:

Give policy direction to City Administrator to conduct an employee raffle for the use of the VIP Cabin at Camp Commerce during the "Employee Weekend" held each year during the Labor Day Weekend.

MOTION:

Council discretion.

BACKGROUND:

At the request of Councilmember Baca Del Rio, the Council may consider allowing for the use of the VIP Cabin at Camp Commerce by employees during "the Employee Weekend" traditionally held during the Labor Day weekend.

The VIP Cabin is one of 12 cabins at Camp Commerce which is specifically designated for Council use year round. There has been some discussion by Council in previous years to allow the use of the cabin by employees during this special weekend. However, Council direction was not provided.

The Parks & Recreation Department conducts a raffle each year limited to City employees for the use of 11 of the 12 cabins during the Labor Day weekend. By including the Council cabin in the annual raffle (method used to select employees), it provides one more employee an opportunity to enjoy the Camp.

ANALYSIS:

In order for the Council to act on Councilmember Baca Del Rio's recommendation, policy direction needs to be provided which will set aside the Council cabin for employee use during the annual Employee Weekend. (Labor Day). The Council Cabin will be included in the raffle held by the Department.

FISCAL IMPACT:

This action may be carried out without additional impact on the FY 2013/2014 operating budget.

RELATIONSHIP TO STRATEGIC GOALS:

This action is not directly related to a specific 2012 Strategic Goal.

Respectfully submitted,

Jorge J. Rifa
City Administrator



AGENDA REPORT

MEETING DATE: June 19, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM BUDGET AND OTHER MATTERS RELATED THERETO

RECOMMENDATION:

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

MOTION:

Move to approve recommendation.

BACKGROUND/ANALYSIS:

Staff has compiled the attached list of projects for City Council's consideration and inclusion in the Fiscal Year 2013-14 Capital Improvement Program Budget. The proposed budget includes 7 transportation-related projects and 18 general fund related projects as shown on Table 1 & Table 2.

TABLE 1 – TRANSPORTATION & SPECIAL PROJECT FUNDS

FUNDED/RECOMMENDED PROJECTS

Bus Stops - Citywide	\$250,000
CNG Shuttle Van (Transit Operator's Shift Change)	\$45,000
Transit Bus Rehabilitation (327 & 328)	\$160,000
Replacement Shop Truck	\$150,000
Commerce MetroLink Station Improvement	\$350,000
Telegraph Road Street Improvement (MTA Measure R)	\$1,800,000
Project Consultant (Mobility Advancement)	\$45,000
TOTAL	\$2,800,000

TABLE 2 – GENERAL FUNDS & OTHER SOURCES

FUNDED/RECOMMENDED PROJECTS

Washington Blvd. Major Improvement	\$32,000,000
Central Library Renovation Project	\$4,837,794
Sheila Street – Street & Drainage Reconstruction	\$500,000
Garfield Avenue/Slauson Avenue Intersection Improvement Phase II	\$500,000
Safe Routes to School (Cycle 7)	\$572,100
Railroad Crossing Improvements (HSIP Cycle 4 Grant)	\$559,400
Camp Commerce Improvements (waterline, driveway & snow drop)	\$200,000
Emergency System Upgrade	\$30,000
Emergency Dispenser/Fuel Line	\$ 65,000
City Hall Security / Electronic Card System	\$100,000
Teen Center Improvements	\$100,000
Municipal Code Update	\$45,000
HVAC Duct Cleaning City Hall	\$60,000
Old Fire Station #27 Tenant Improvements	\$25,000
Pump Station Assessment & Evaluation	\$80,000
Construction Management Services (Swinerton - \$79,853 Library)	\$219,738
Engineering Services (Transtech - \$107,000 General Funds)	\$93,000
Project/Economic Development Consultant (Tierra West)	\$30,000
TOTAL	\$40,017,032

The above projects are not listed in no priority order. The figures shown are the total budgeted amounts.

FISCAL IMPACT:

All recommended projects will be funded, as shown on Table 3 and Table 4 respectively.

TABLE 3 – TRANSPORTATION & SPECIAL PROJECT FUNDS

REVENUES

City General Reserves	\$100,000
PTMISEA (PROP 1B)	\$559,000
FTA 5307 CAPITAL	\$341,000
MTA Measure R Funds	\$1,800,000
TOTAL	\$2,800,000

TABLE 4 – GENERAL FUNDS & OTHER SOURCES

REVENUES

PTMISEA (PROP 1B)	\$30,910
Library Bond (Savings)	\$4,837,794
Federal (FHWA)	\$1,346,776
State Grant (SR2S)	\$514,890
City General Reserves	\$1,286,662
Washington Blvd Various Sources	\$32,000,000
TOTAL	\$40,017,032

At this time, all other projects listed in the FY 2013/14 Capital Improvement Program Budget shall remain unfunded until such time as the City Council shall take appropriate action.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

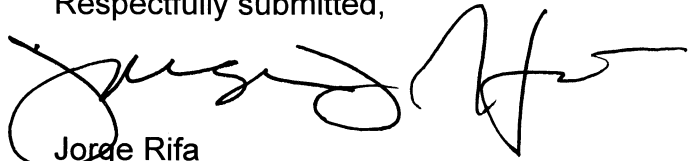
The agenda report is in furtherance of Council's strategic goal to "Protect and Enhance Quality of Life in the City of Commerce." The City's ability to maintain its infrastructure in an effective and efficient manner directly/indirectly impact quality of life issues of our community.

Fiscal impact reviewed by:



Vilko Domic
 Director of Finance

Respectfully submitted,



Jorge Rifa
 City Administrator

Reviewed by:



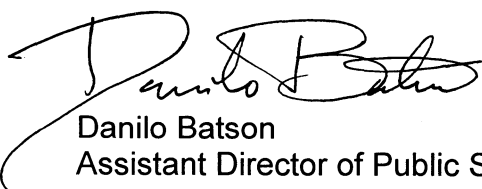
Patrick Malloy
 Special Assistant to the City Administrator

Approved as to form:



Eduardo Olivo
 City Attorney

Prepared and recommended by:



Danilo Batson
 Assistant Director of Public Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT
PROGRAM BUDGET AND OTHER MATTERS RELATED THERETO

WHEREAS, in light of the nation's economic conditions and the need to continue the maintenance and upkeep of the City's infrastructure; and

WHEREAS, after careful review and consideration, staff has compiled and prioritized the list of projects for approval and inclusion in the Fiscal Year 2013/14 Capital Improvement Program Budget; and

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

Section 1: That all project recommendations be approved, incorporated and implemented as part of the Fiscal Year 2013/14 Capital Improvement Program Budget.

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

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

