

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

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

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

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

**TUESDAY, AUGUST 20, 2013 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Aguilar

**PLEDGE OF ALLEGIANCE**

Loretta Gutierrez  
Director of Community Services Department

**INVOCATION**

Councilmember/Board Member Robles

**ROLL CALL**

Deputy City Clerk Alexander

**APPEARANCES AND PRESENTATIONS**

1. Presentation – Recognition of Participants of 3<sup>rd</sup> Annual "Clean Up Commerce" Community Event

The **City Council** will receive a presentation from Steve Craig, of Craig Realty Group/Citadel LLC, owner of the Citadel Outlets, on the 3<sup>rd</sup> Annual "Clean-Up Commerce" Community Event, which was held on August 10, 2013, and present Certificates of Recognition to local community business volunteers and contributors.

**PUBLIC COMMENT**

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

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

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

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

## **CITY COUNCIL/SUCCESSOR AGENCY REPORTS**

### **CONSENT CALENDAR**

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

2. Approval of Warrant Register Nos. 27A, 2A and 2B

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 27A, dated August 19, 2013, and No. 2A, dated August 20, 2013, and 2B for the period August 7, 2013 to August 15, 2013.

3. Amendment to Personnel Classification and Compensation Plan

The **City Council** will consider for approval an amendment to the Classification and Compensation Plan revising the Classification Specifications for Recreation Center Supervisor and Sports Supervisor.

4. Request For Proposals – Installation, Maintenance and Storage of Holiday Decorations

The **City Council** will consider for approval, and authorizing staff to proceed with the issuance of, a Request for Proposal (RFP) for Installation, Maintenance and Storage of Holiday Decorations in designated areas in the City of Commerce, California.

5. A Resolution of the City Council of the City of Commerce, California, Approving Various Easement Policy Requirements Related to the Washington Boulevard Widening and Reconstruction Project

The **City Council** will consider for approval and adoption a proposed Resolution approving various easement policy requirements related to the Washington Boulevard Widening and Reconstruction project.

6. A Resolution of the City Council of the City of Commerce, California, Approving an Amendment to the Cooperative Agreement Between the City of Commerce and Gateway Cities Council of Governments for Design and Construction of the Truck Impacted Intersection Project Phase II (Washington Blvd. and Ayers Ave.) in the City of Commerce

The **City Council** will consider for approval and adoption a proposed Resolution approving an Amendment to the Cooperative Agreement between the Gateway Cities Council of Governments for Design and

Construction of the Truck Impacted Intersection Project Phase II (Washington Blvd. and Ayers Ave.) in the City of Commerce.

7. A Resolution of the City Council of the City of Commerce, California, Rescinding and Terminating the Joint Exercise of Powers Agreement Creating the West San Gabriel Valley Consortium

In June 2013, the County notified the Consortium that effective on July 1, 2013, it would no longer provide funding to the Consortium but would transition the financial resources for this sub-region to another agency. Based on this action by the County, the Consortium Executive Board adopted a Resolution on June 27, 2013, to initiate the voluntary wind-down and dissolution of the Consortium and termination of the Joint Powers Agreement.

The **City Council** will consider for approval and adoption a proposed Resolution rescinding and terminating the Joint Exercise of Powers Agreement creating the West San Gabriel Valley Consortium.

8. A Resolution of the City Council of the City of Commerce, California, Authorizing the City Administrator to Communicate the City of Commerce's Support for the Third Amendment to the Judgement (Relating to a Ground Water Storage Program) in the Matter of the Central and West Basin Water Replenishment District, et al. V. Charles E. Adams, et al., LASC Case No. C786656

The **City Council** will consider for approval and adoption a proposed Resolution authorizing the City Administrator to communicate the City of Commerce's support for the third amendment to the Judgement (Relating to a Ground Water Storage Program) in the matter of the Central and West Basin Water Replenishment District, et al. V. Charles E. Adams, et al., LASC Case No. C786656.

9. A Resolution of the City Council of the City of Commerce, California, Approving A Right of Hold Harmless Agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA)

The **City Council** will consider for approval and adoption a proposed Resolution approving A Right of Hold Harmless agreement with LACMTA for the use of LACMTA existing bus stop poles and connecting hardware to install City of Commerce bus stop signs.

10. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement Between the City of Commerce and Bob Murray & Associates

The **City Council** will consider for approval and adoption a proposed Resolution approving an agreement between the City of Commerce and Bob Murray & Associates for executive recruitment services needed for the Community Services Director and City Clerk positions.

11. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement Between the City of Commerce and IntelliBridge Partners

The **City Council** will consider for approval and adoption a proposed Resolution approving an agreement between the City of Commerce and IntelliBridge Partners to provide an Interim City Clerk assignment.

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

08/20/2013 – 6:30 p.m.

Page 4 of 5

12. A Resolution of the City Council of the City of Commerce, California, Approving a First Amendment to City of Los Angeles Contract Number C-117931 Between the City of Los Angeles and the City of Commerce

The **City Council** will consider for approval and adoption a proposed Resolution approving a First Amendment to City of Los Angeles contract number C-117931, between the City of Los Angeles and the City of Commerce.

## PUBLIC HEARINGS

### SCHEDULED MATTERS

13. Proposed New Commuter Transit Route for the Commerce Metrolink 26<sup>th</sup> Street Station

The **City Council** will consider for receipt and filing a report on, and provide direction as deemed necessary with respect to, the proposed new Commuter Transit Route for the Commerce Metrolink 26<sup>th</sup> Street Station.

14. A Resolution of the City Council of the City of Commerce, California, Approving a Professional Services Agreement with Environmental Science Associates (ESA) to Update the Permitted Uses in the City's Commercial and Manufacturing Zones

The **City Council** will consider for approval and adoption a proposed Resolution approving a Professional Services Agreement with Environmental Science Associates (ESA) to update the permitted uses in the City's commercial and manufacturing zones.

15. AB 109 Public Safety Realignment Act

The **City Council** will consider for receipt and filing a report and presentation on, and provide direction as deemed necessary with respect to, the State of California's "Public Safety Realignment Act" (AB 109), and the County's intent to locate a regional AB 109 facility in Commerce.

16. Council Consideration of Special Investigation

At the request of Mayor Pro Tempore Leon, the **City Council** will consider, and take the appropriate action as may be deemed necessary with respect to, authorizing an investigation of an anonymous written complaint letter read into the record during Public Comment portion of the July 16, 2013, Concurrent Regular City Council and Successor Agency meeting agenda.

17. Camp Commerce City Council VIP Cabin Use

At the request of Councilmember Robles, the **City Council** will consider, and take the appropriate action as deemed necessary with respect to, the City's Policy regarding the Council use of the VIP cabin in Camp Commerce, the use of the cabins on a fee-basis and use only during regular scheduled sessions.

18. Clarification of Council Use of and Council Presence at Camp Commerce During Employee Weekend

At the request of Councilmember Baca Del Rio, the **City Council** will consider, and take the appropriate action as deemed necessary with respect to, clarification of Council use and Council presence at Camp Commerce during the Camp Employee's Labor Day weekend.

**19. Commission and Committee Appointments**

The **City Council** will make the appropriate appointments to the following Commission and Committee: Library Commission and I-710 Local Advisory Committee (Ad Hoc).

**ORDINANCES AND RESOLUTIONS**

**20. A Resolution of the City Council of the City of Commerce, California, Approving the Amendment No. 2 to the Trade Corridor Improvement Fund Project Baseline Agreement Between the California Transportation Commission, the California Department of Transportation, and the City of Commerce for the Washington Boulevard Widening and Reconstruction Project**

The **City Council** will consider for approval and adoption a proposed Resolution approving the Amendment No. 2 to the Trade Corridor Improvement Fund Project Baseline Agreement between the California Transportation Commission, the California Department of Transportation, and the City of Commerce for the Washington Boulevard Widening and Reconstruction Project.

**CIP PROGRESS REPORT – None**

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

**RECESS TO CLOSED SESSION – No Items**

**ADJOURNMENT**

Adjourn in memory of longtime Commerce resident Louis Pino to Tuesday, September 3, 2013, at 5:00 p.m. in the Council Chambers.

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





# AGENDA REPORT

MEETING DATE: August 20, 2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** CITADEL OUTLETS CLEAN-UP DAY- PRESENTATION BY STEVEN CRAIG, OF CRAIG REALTY GROUP ("CRG")

**RECOMMENDATION:**

City staff is recommending that the **City Council** receive a presentation from Steve Craig, of Craig Realty Group, owner of The Citadel Retail Outlets, regarding their successful clean-up event held on Saturday, August 10, 2013; and, present Certificates of Recognition to local volunteers and contributors.

**MOTION:**

City Council discretion.

**BACKGROUND:**

On Saturday, August 10, 2013, the Citadel Outlets held its 3<sup>rd</sup> Annual Clean-Up Commerce event. The Citadel Outlets engaged area teens and will make a significant donation to each youth group for their help in making the City of Commerce a cleaner and more beautiful place to live and visit. Last year, the Citadel Outlets had over 200 volunteers and donated over \$10,000 to youth group volunteer organizations.

Mr. Craig continues his commitment to see the City become more attractive. His dedication and commitment is quite evident with the wonderful beautification work completed at the Citadel Outlets. His clean-up initiative to beautify the business area has instilled a sense of community pride for all local businesses and residents, which continues to be a top priority for the City Council.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This recommendation before the City Council is applicable to the following Council strategic goal:

- *Protect and Enhance the Quality of Life in the City of Commerce*

Though the item has no specific objective related to this recommendation, it is connected to the City's interest to improve the quality of life of the community.

Prepared by:

  
Fernando Mendoza  
Deputy City Administrator

Respectfully submitted:

  
Jorge Rifá  
City Administrator

Fiscal impact reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney

**AGENDA ITEM No.** 1







# AGENDA REPORT

MEETING DATE: August 20, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** PROPOSED AMENDMENT TO THE PERSONNEL CLASSIFICATION AND COMPENSATION PLAN TO REVISE THE CLASSIFICATION SPECIFICATION FOR RECREATION CENTER SUPERVISOR AND SPORTS SUPERVISOR

**RECOMMENDATION:**

City staff is recommending the City Council amend the Classification and Compensation Plan by revising the classification specification for Recreation Center Supervisor and Sports Supervisor.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The classification specifications for Recreation Center Supervisor and Sports Supervisor currently require a Bachelor's Degree and an Associate's Degree and require four and five years of experience respectively.

In an effort to continue to provide flexibility, both now and into the future, staff is recommending that flexible minimum qualifications language that was recently agreed to for select positions during the last round of contract negotiations, be added to these classification specifications. This change will allow for the reclassification of two current employees who have assumed the majority of the duties associated with these two positions and who would qualify for reclassifications into these positions as allowed via current City policy if the City Council approves the proposed changes.

**ANALYSIS:**

Personnel Policy and Procedure's *Employee Positions* provides the procedure for implementing or revising the City of Commerce Classification Plan within the City's workforce. The positions of Recreation Center Supervisor and Sports Supervisor currently have firm minimum qualifications in the classification specifications. Staff is recommending more flexible language be approved to provide Department Heads with flexibility in filling these positions. The Association is in concurrence with these recommendations. The change being proposed would maintain the existing minimum requirements, but would be preceded by:

"Any combination of education and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to achieve this is ...."

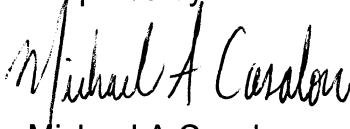
The intent of the flexible minimum requirements is not to lower the educational and experience standards to obtain employment in the City, rather to simply provide flexibility in unique cases where applicants will have an opportunity to compete where it is clear that they are qualified to do so. Additionally, the practice of utilizing flexible education and experience requirements is not uncommon. A recent survey of Los Angeles County cities revealed that more than 50% of cities use similar language in their job descriptions.

As mentioned above, if these revisions are approved by the City Council, staff will process the reclassification of the two employees who have been receiving premium pay for several years for assuming additional duties left behind when the higher level positions became vacant. This issue was recently discussed during the budget process, as staff originally considered filling these positions via the normal recruiting process until it was determined that over the past several years the two incumbent had essentially assumed the entire job duties. Additionally, if a recruitment was conducted and they were not successful in being appointed to the positions, the City would be faced with the difficult choice of either initiating their layoffs or approving additional staffing, which would defeat the Recreation Director's staffing restoration plan which provided a cost savings to the City.

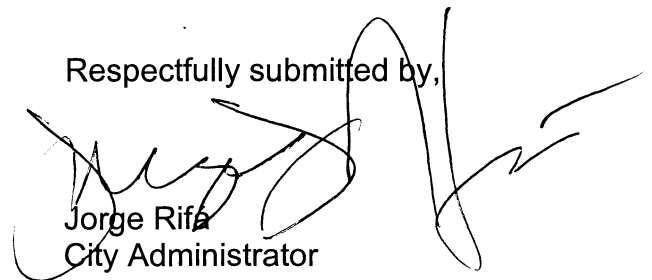
**FISCAL IMPACT/ALTERNATIVES:**

The funding for these two positions was approved as part of the 2013-14 budget process. The Parks & Recreation Director presented an extensive review of the department's staffing level prior to the economic downturn and PARS retirements and explained what his recommendations are to keep service levels at an optimum going forward.

Prepared by:

 <sup>20</sup> 8-13-13  
Michael A Casalou  
Director of Human Resources

Respectfully submitted by,

  
Jorge Rifa  
City Administrator

Budget Impact Reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to Form:

  
Eduardo Olivo  
City Attorney



## City of Commerce

### RECREATION CENTER SUPERVISOR

Department: **Parks & Recreation**  
Revised Date:

Class Code: **5620**  
FLSA Status: **Non-Exempt**

**GENERAL PURPOSE:** Under general supervision, supervises staff, plans and coordinates the activities at a City Recreation Center and associated recreation programs; oversees program activities, and assures the safety of the facility and program participants.

#### **PRIMARY DUTIES AND RESPONSIBILITIES:**

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

- Plans and oversees the operations of a City Recreation Center; organizes, schedules, develops and implements recreation activities, sports programs, athletic contests, sporting events, games, classes, day camps, youth outreach, child development and special programs and events,
- Assures Recreation Center activities meet community needs, and are in compliance with all laws, policies, regulations, goals and safety standards; duties may vary according to job assignment.
- Plans and develops recreation programs; programs include special adult's and children's programs and facilities, recreation facilities, special events, youth activities and sports & wellness programs; organizes, promotes and evaluates diversified special events, alternative activities, and special programs suited to the needs of participants and potential participants.
- Evaluates programs and events for effectiveness and participation levels, assists in the development of new programs, and recommends program changes; tracks services provided, monitors results, and generates operational reports as needed.
- Develops and recommends marketing strategies and promotional materials for target audiences.
- Supervises the staff of a City Recreation Center; meets regularly with staff to resolve workload and technical issues; prepares work schedules and adjust schedules to meet work load demands; plans, prioritizes and assigns tasks; trains, coaches and instructs as needed.
- Monitors work load, reviews recreation activities, and evaluates and adjusts staffing assignments; assures that staff maintains safe, playable, and aesthetically pleasing recreation facilities, and adhere to policies and procedures for efficient and safe operations.
- Supervises program participants, and enforces rules, regulations and safety precautions at indoor and outdoor recreation facilities; maintains discipline, monitors behavior and resolves issues; monitors program activities, and assists participants in recreation activities and special programs; reports and resolves complaints, requests, safety conditions, security issues and illegal activities.
- Maintains accounting and administrative records, manages expenditures, tracks revenue, and monitors budgets; prepares operational and statistical reports on recreation programs and special events.
- Coordinates Recreation Center programs and activities with other City departments, community groups, service providers, and local community service agencies.
- Inspects facilities and grounds, and identifies conditions needing repair or maintenance.

**JOB DESCRIPTION**  
**Recreation Center Supervisor 8-5-13.doc**

**MINIMUM QUALIFICATIONS:**

**Education and Experience:**

Any combination of education and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to achieve this is:

Bachelor's Degree in Recreation, Social Sciences, Business or Public Administration, or related field;  
AND four year's experience in recreation programs.

**Required Licenses or Certifications:**

- Must possess a valid California Driver's License, and First Aid and CPR certifications. May be required to pass a background investigation; may be required to obtain specific training and technical certifications.
- Must possess a current California Class C driver's license at time of application. First Aid CPR AED training is required. Required to pass a background investigation; may be required to obtain specific training and technical certifications.

**Required Knowledge of:**

- City policies and procedures.
- City policies, rules and regulations governing the conduct and safety of persons using municipal recreational facilities, programs and equipment.
- Purpose, use and benefits of municipal recreational activities.
- Customer service standards and protocols.
- Community resources and community services programs.
- Record keeping and bookkeeping principles and procedures.
- Occupational hazards and safety precautions

**Required Skill in:**

- Supervising and controlling recreation activities and participants.
- Coordinating work activities and training recreation staff and volunteers.
- Promoting and enforcing safe work practices
- Providing effective customer service, and dealing tactfully and courteously with the public.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

**Physical Demands / Work Environment:**

- Work is performed indoors and outdoors at City recreation facilities and venues; required to perform moderate physical work, and lift and carry up to 50 pounds.



## City of Commerce

### SPORTS SUPERVISOR

Department: **Parks & Recreation**

Class Code:

**5615**

Revised Date:

FLSA Status:

**Non-Exempt**

**GENERAL PURPOSE:** Under general supervision, supervises staff and coordinates the activities of City sports and recreation programs and activities; coordinates program activities, schedules leagues and events, and coordinates maintenance of sports venues.

#### **PRIMARY DUTIES AND RESPONSIBILITIES:**

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

- Supervises and coordinates the operations of City sports programs and activities; organizes, schedules, develops and implements sports programs, athletic contests, sporting events, tournaments, leagues, technical demonstrations, and special programs and events; assures activities are in compliance with all laws, policies, regulations, goals and safety standards.
- Supervises and meets regularly with staff to resolve workload and technical issues; plans, prioritizes and assigns tasks; trains, coaches and instructs as needed.
- Monitors work, reviews sports activities, and evaluates performance; assures that staff maintains safe, playable, and aesthetically pleasing venues, and adhere to policies and procedures for efficient and safe operations.
- Coordinates and supervises sports programs; programs include special adult's and children's sports programs and activities, sporting facilities and venues, leagues and special events; organizes, promotes and evaluates diversified special events, alternative activities, and special programs suited to the needs of participants and potential participants.
- Oversees the allocation, use, inventory and maintenance of sports facilities, equipment and materials; inspects facilities and grounds, and identifies conditions needing repair or maintenance.
- Supervises program participants, and enforces rules, regulations and safety precautions at indoor and outdoor sports facilities; maintains discipline, monitors behavior and resolves issues; monitors program activities, and coaches participants; coordinates travel and transportation plans as needed.
- Reports and resolves complaints, requests, safety conditions, security issues and illegal activities.
- Evaluates programs for effectiveness and participation levels, assists in the development of new sports programs, and recommends program changes; tracks sports programs provided, monitors results, and generates operational and budget reports as needed.

#### **MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

Any combination of education and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to achieve this is:

## **JOB DESCRIPTION**

### **Sports Supervisor 8-5-13.doc**

Associate's Degree in Recreation, Business Administration, or related field; AND five year's experience in sports and recreation programs with the City of Commerce. Sports coaching experience is preferred.

#### **Required Licenses or Certifications:**

- Must possess a valid California Driver's License, and First Aid and CPR certifications. May be required to pass a background investigation; may be required to obtain specific training and technical certifications.
- Must possess a current California Class C driver's license at time of application. First Aid CPR AED training is required. Required to pass a background investigation; may be required to obtain specific training and technical certifications.

#### **Required Knowledge of:**

- City policies and procedures.
- City policies, rules and regulations governing the conduct and safety of persons using municipal recreational facilities, programs and equipment.
- National Amateur Athletic Federation and other State and national sports governing bodies' rules for athletic games and sporting competitions.
- Purpose, use and benefits of municipal recreational activities.
- Legal liabilities and responsibilities for recreation services staff.
- Community resources and community services programs.
- Record keeping and bookkeeping principles and procedures.
- Occupational hazards and safety precautions

#### **Required Skill in:**

- Supervising and controlling recreation activities and participants.
- Teaching effective sports skills classes and providing individual instruction.
- Coordinating work activities and training recreation staff and volunteers.
- Promoting a positive recreation environment and good personal behavior, and enforcing safety rules.
- Providing effective customer service, and dealing tactfully and courteously with the public.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

#### **Physical Demands / Work Environment:**

- Work is performed indoors and outdoors at City recreation facilities and venues; required to perform moderate physical work, and lift and carry up to 50 pounds.



# AGENDA REPORT

MEETING DATE: August 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: REQUEST FOR PROPOSALS – INSTALLATION, MAINTENANCE AND STORAGE OF HOLIDAY DECORATIONS

RECOMMENDATION:

That the City Council:

1. Approve the issuance of a Request For Proposals for the Installation, Maintenance and Storage of Holiday Decorations, as prepared by City staff; and
2. Authorize the Public Works and Development Services Department to advertise for proposals and designate Friday September 20, at 1:00 p.m., as proposals due date.

MOTION:

Move to approve the recommendation.

BACKGROUND:

In 1999, the City Commerce entered into an agreement with Dekra-Lite for a 5-year lease on all Christmas Holiday ornaments that are displayed on the light poles on major city streets. This lease included the installation, removal and storage of all ornaments/decorations. A request for proposal was sent to various vendors for the same service and only Western States Holiday Decorating and Dekra-Lite submitted proposals.

On November 22, 2004, the City entered into a one-year lease with Dekra-Lite for holiday decoration services. Since then the City has been operating on a year-to-year lease with Dekra-Lite for holiday decoration services.

ANALYSIS:

Staff has prepared a Request For Proposal for the Installation, Maintenance and Storage of Holiday Decorations.

Presently, the City Holiday Decorations consist of 235 holiday displays (including banners or overhead signs). Last year, Southern California Edison (SCE) requested that the City abide by the Agreement with SCE and refrain from displaying holiday decorations on wooden poles, for safety reasons. This will prevent the City from displaying holiday decorations on Ferguson Drive and Triggs Street. Approximately, 28 decorations are displayed in these two areas. The current RFP exclude these areas.

The RFP includes the following displays:

- A. Banners & Ornaments on Washington Boulevard, Telegraph Road, Atlantic Boulevard, Eastern Avenue and Commerce Way.
- B. Overhead "Seasons Greetings" Streamers on: Washington & Ayers, Atlantic & Washington, Triggs & McDonnell, Eastern & Everington, Atlantic & Harbor, Washington & Commerce Way, Gage & Zindell, and Washington & Telegraph.

FISCAL IMPACT:

As part of the FY 2013/2014 Maintenance and Operations Budget, the City Council appropriated \$100,000 in the Public Works & Development Services Department for Holiday Decorations.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

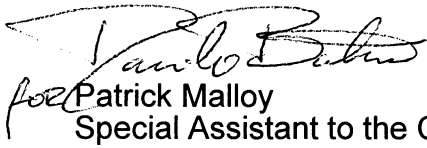
The issue before the Council is applicable to the following Council's strategic goal: *"Improve and maintain infrastructure and beautify our community"* as identified in the 2012 Strategic Plan.

Respectfully submitted,



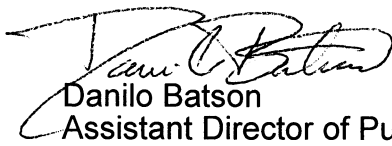
Jorge Rifa  
City Administrator

Reviewed by:



Patrick Malloy  
Special Assistant to the City Administrator

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





# AGENDA REPORT

MEETING DATE: August 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING VARIOUS EASEMENT POLICY REQUIREMENTS RELATED TO THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

## RECOMMENDATION:

Approve and adopt the Resolution approving various Easement Policy and Acquisition and Relocation Requirements related to the Washington Boulevard Widening and Reconstruction Project and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

On August 5, 2013, as part of the FY 2013/14 Capital Improvement Project Program, the City Council allocated \$32,000,000 for the widening and reconstruction of Washington Boulevard from the City of Commerce's limit with the City of Vernon to the I-5 Freeway.

The project seeks to reduce traffic congestion and improve traffic circulation on Washington Boulevard by increasing the number of lanes from 2 in each direction to 3 in each direction, installing new traffic signals, new landscaped median and trees, repair damage sidewalks and install ADA-compliant ramps, install new street lights, remove all deteriorated pavement and replace it with concrete, enhance turning radius at all intersections, etc.

## ANALYSIS:

In order to successfully complete this major and complex project, staff needs to negotiate easement rights with several property owners involving 22 separate parcels and acquire 2 parcels on Washington Boulevard. The easements and acquisition are necessary to enable the construction of the new roadway, sidewalks, curb and gutter, parkway, utility relocations, etc.

In order to judiciously and effectively acquire these easements, staff is recommending that the City Council approve the following easement policy directions:

### A, Policy Easement Policy Requirements for Washington Boulevard Widening and Reconstruction Project

Determine the merits/value of all other easements/encroachments administratively as follows:

- a. Authorize City Administrator to execute all construction easements subject to "review as to form by the City Attorney."
- b. Authorize the City Administrator to resolve all encroachment/easement issues provided that they are subject to review as to form by the City Attorney and subject to:
  - i. Limit of \$50,000 in value for each individual encroachment/easement case resolved administratively.
  - ii. Higher amounts will require specific Council approval.
- c. Any appeals by a property owner, business operator, tenant, licensee or others will be scheduled for City Council consideration.

- B, Policy Requirements related to the acquisition of two parcels at 4545 Washington Blvd**  
 Provide direction on Negotiation, price and relocation costs associated with the parcels being acquired:
- Direct staff and its negotiator to finalize a fee acquisition of two (2) parcels based upon direction received in closed session based upon real estate negotiations and authorize the City Administrator to execute the required documents enter into a purchase and sale agreement and to close escrow.
  - Direct staff and its negotiator to coordinate and negotiate the relocation of the tenant located at the parcels being acquired based upon the requirements of the Uniform Relocation Act (URA) and provide the prescribed services and reimbursements for the business relocation. Authorize the City Administrator to execute the agreements and payments to the tenant.

**FISCAL IMPACT**


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

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

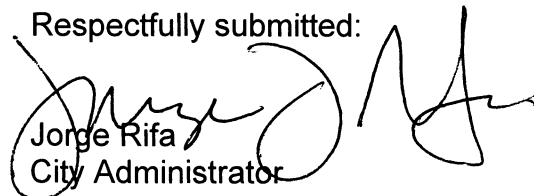
**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

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.

Reviewed by:

  
 Patrick Malloy  
 Special Assistant to the City Administrator

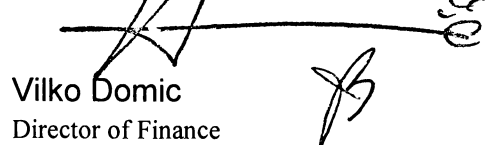
Respectfully submitted:

  
 Jorge Rifa  
 City Administrator

Recommended and prepared by:

  
 Danilo Batson  
 Assistant Director of Public Services

Fiscal impact reviewed by:

  
 Vilko Domic  
 Director of Finance

Approved as to form:

  
 Eduardo Olivo  
 City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING VARIOUS EASEMENT POLICY REQUIREMENTS RELATED TO THE  
WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

WHEREAS, on August 5, 2013, as part of the FY 2013/14 Capital Improvement Project Program, the City Council approved a budget allocation of \$32,000,000 for the widening and reconstruction of Washington Boulevard from the Commerce City limit with the City of Vernon to the I-5 Freeway, and

WHEREAS, time is of the essence in securing all easements and right-of-ways required in order to complete the project and meet all grants and funding deadlines and requirements.

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

Section 1. Approve an Easement Policy Requirements for the Washington Boulevard Widening and Reconstruction Project, as follows:

Determine the merits/value of all other easements/encroachments administratively as follows:

- a. Authorize City Administrator to execute all construction easements subject to "review as to form by the City Attorney."
- b. Authorize the City Administrator to resolve all encroachment/easement issues provided that they are subject to review as to form by the City Attorney and subject to:
  - i. Limit of \$50,000 in value for each individual encroachment/easement case resolved administratively.
  - ii. Higher amounts will require specific Council approval.
- c. Any appeals by a property owner, business operator, tenant, licensee or others will be scheduled for City Council consideration.

Section 2. Approve Policy Requirements related to the acquisition of two (2) parcels associated with 4545 Washington Boulevard and related realty improvements at said property, as follows:

Provide direction on Negotiation, price and relocation costs associated with the parcels being acquired:

- a. Direct staff and its negotiator to finalize a fee acquisition of two (2) parcels based upon direction received in closed session based upon real estate negotiations and authorize the City Administrator to execute the required documents enter into a purchase and sale agreement and to close escrow.
- b. Direct staff and its negotiator to coordinate and negotiate the relocation of the tenant located at the parcels being acquired based upon the requirements of the Uniform Relocation Act (URA) and provide the prescribed services and reimbursements for the business relocation. Authorize the City Administrator to execute the agreements and payments to the tenant.

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

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

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

MEETING DATE: August 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMMERCE AND GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR DESIGN AND CONSTRUCTION OF THE TRUCK IMPACTED INTERSECTION PROJECT PHASE II (WASHINGTON BLVD. & AYERS AVE.) IN THE CITY OF COMMERCE

## RECOMMENDATION:

Approve and adopt the Resolution approving an Amendment to the Cooperative Agreement between the City of Commerce and Gateway Cities Council of Governments for Design and Construction of the Truck Impacted Intersection Project Phase II (Washington Blvd & Ayers Ave) in the City of Commerce, and assign the number next in order.

## MOTION:

Move to approve recommendation.

## BACKGROUND:

Based on input and recommendations from the Gateway Cities Council of Governments (COG), participating/member cities and the County of Los Angeles, in February 2000, Meyer Mohaddes Associates, Inc., prepared the Gateway Cities Truck Impacted Intersection Study Phase I and II, which evaluated truck impacts on intersections throughout the 26 Cities of the Gateway Cities area.

In Commerce, the following intersections were identified for funding, as follows:

- Phase I: Telegraph Road and Slauson Avenue
- Phase II: Washington Boulevard and Ayers Avenue

On August 22, 2006, the City Council approved funds for the Truck Impacted Intersection Phase I (Telegraph Road and Slauson Avenue) as part of a Cooperative Agreement with Gateway Cities Council of Governments. All work at this intersection was completed between February 2008 and April 2008, under the supervision and oversight of the County of Los Angeles Department of Public Works on behalf of the City of Commerce. The work consisted of:

1. Concrete pavement reconstruction
2. Concrete curb and gutter reconstruction
3. Sidewalk and ADA ramp improvements
4. Traffic signal upgrade
5. Turning radius improvements
6. Street striping and other intersection improvement work

## ANALYSIS:

At this time, due to the proposed Washington Boulevard Widening and Reconstruction Project, it would be in the best interest of both parties (the City and the GOG) to extend the

Agreement for the Truck Impacted Intersection Project to June 30, 2014, while staff explores the possibility of selecting another truck impacted intersection since Washington & Ayers is slated to be improved under the Washington Boulevard Widening and Reconstruction Project.

The COG has secured and obligated \$260,000 or sixty-five percent (65%) of the estimated \$400,000 required to complete this project. The City of Commerce must provide the remaining \$140,000 or thirty-five percent (35%) of the estimated project cost.

The project calls for:

1. Construct Portland Concrete Cement (PCC) pavement through the intersection and all approaches,
2. Upgrade existing traffic signals, including poles and heads, and
3. Signing and striping improvements

**FISCAL IMPACT:**

The required funds to carry out this project will be requested and allocated through the upcoming Measure AA process.

**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

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 AN AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMMERCE AND GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR DESIGN AND CONSTRUCTION OF THE TRUCK IMPACTED INTERSECTION PROJECT PHASE II (WASHINGTON BLVD. & AYERS AVE.) IN THE CITY OF COMMERCE

WHEREAS, on May 19, 2009, the City of Commerce and the Gateway Cities Council of Governments entered into an Agreement for the Truck Impacted Intersection Project Phase II (Washington Blvd. & Ayers Ave.); and

WHEREAS, both parties wish to extend the existing Agreement to terminate on June 30, 2014.

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

Section 1. The Amendment to the Agreement is hereby approved. The Mayor is hereby authorized to execute the Amendment for and on behalf of the City.

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

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

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





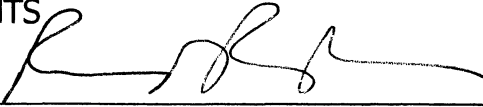
**AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN  
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS  
AND THE CITY OF COMMERCE  
FOR PHASE 2 OF THE TRUCK IMPACTED INTERSECTION PROJECT  
WASHINGTON BLVD. and AYERS INTERSECTION IMPROVEMENTS**

THE **AGREEMENT** entered into as of May 19, 2009, by and between the Gateway Cities Council of Governments (**COG**) and the City of Commerce (**CITY**) is hereby amended as follows:

This **AGREEMENT** shall terminate up on completion and acceptance of **PROJECT** by **CITY** and **COG** or on June 30, 2014, whichever is earlier in time; however, the ownership and maintenance clauses, if part of this agreement, shall remain in effect until terminated, in writing, by mutual agreement.

GATEWAY CITIES COUNCIL OF  
GOVERNMENTS

BY: \_\_\_\_\_



Richard Powers  
Executive Director

DATE: \_\_\_\_\_

5-14-13

CITY OF COMMERCE

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_





# AGENDA REPORT

MEETING DATE: August 20, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA APPROVING THE DISSOLUTION AND TERMINATION OF THE WEST SAN GABRIEL VALLEY CONSORTIUM JOINT EXERCISE OF POWERS AGREEMENT

**RECOMMENDATION:**

Move to approve and adopt the Resolution and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The West San Gabriel Valley Consortium ("Consortium") was formed in 1976 by local cities and school districts for the purpose of contracting with the County of Los Angeles for the implementation of employment training programs. The Consortium was established through a joint exercise of powers agreement pursuant to provisions contained in the State of California Government Code §§ 6500 et seq. On March 24, 1993, the participating cities and school districts executed an amended joint powers agreement which superseded the original and revised joint powers agreement. Over the past several years several public agencies have continued as members of the Consortium, including the Alhambra Unified School District and the Montebello Unified School District, as well as the cities of Alhambra, Bell, Monterey Park, Rosemead, San Gabriel, and Temple City. During this period, the Consortium has operated utilizing the dba of *Career Partners Workforce Solutions* for the delivery of employment and job training services in the respective jurisdictions of the member agencies. The City ceased its involvement in the Consortium years ago and has been inactive since.

In May of this year, the contracted independent accounting firm of Macias, Gini & O'Connell LLP (MGO) notified the Consortium and the County that it would be unable render an opinion on the Consortium's financial statements to produce single audits for the 2010-11 Fiscal Year and the 2011-12 Fiscal Year. Some of the noted difficulties that resulted in MGO's inability to produce the single audits were an archaic accounting system and employee turnover. Consequently, the Consortium was unable to obtain single audits for the 2010-11 and 2011-12 fiscal years.

In light of this notification from MGO, in June of 2013, the County of Los Angeles informed the Consortium that it had made a decision not to renew the contracts with the Consortium and that, effective on July 1, 2013, funding for employment and training programs would be transitioned to another independent organization, *Managed Career Solutions (MCS)* based in Alhambra and Monterey Park. Due to the impending loss of funding, the Consortium Executive Board took actions and adopted a resolution on June 27, 2013 to initiate a process to voluntarily wind-down and dissolve the Consortium. The County has subsequently advised the Consortium on a close-out process and authorized the retention of three administrative employees to complete close-out tasks.

The County also advised the Consortium Executive Board that it had assumed responsibility for completion of the outstanding single year audits. Consequently, during the subsequent weeks, County officials supervised the crew of remaining Consortium employees engaged in close-out tasks that have included assembling and boxing of financial and program records for delivery to the County and closing of the *Career Partners Workforce Solutions* facility. The County also advised the Consortium on the development and submittal of a final close-out budget for the completion of close-out activities by August 31, 2013. The Consortium Executive Board has approved and submitted a close-out budget in order to complete the close-out process by August 31, 2013.

**ANALYSIS:**

The Consortium is an independent legal entity that was formed in 1976 by local cities and school districts through a joint powers agreement. The purpose of the organization is to obtain funds from Los Angeles County to operate job training and employment programs in this sub-region. In June of 2013, the County notified the Consortium that effective on July 1, 2013 it would no longer provide funding to the Consortium but would transition the financial resources for this sub-region to another agency. Based on this action by the County, the Consortium Executive Board adopted a Resolution on June 27, 2013, to initiate the voluntarily wind-down and dissolution of the Consortium and termination of the Joint Powers Agreement.

Staff recommends that the City Council adopt the proposed City Resolution rescinding and terminating the joint powers agreement that created the West San Gabriel Valley Consortium to be effective on August 31, 2013. Although the City has ceased its involvement, formal action to dissolve is needed to end membership to said entity which will cease to exist.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**


This item does not relate to a specific strategic goal.

Respectfully submitted:



Jorge Rifá  
City Administrator

Prepared by:



Fernando Mendoza  
Deputy City Administrator

Reviewed by:



Loretta Gutierrez  
Community Services Director


Fiscal impact reviewed by:



Vilko Domic  
Finance Director



Approved as to form:



Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, RESCINDING AND TERMINATING THE JOINT EXERCISE  
OF POWERS AGREEMENT CREATING THE WEST SAN GABRIEL  
VALLEY CONSORTIUM

WHEREAS, the West San Gabriel Valley Consortium ("Consortium") was originally formed in 1976 by local cities and school districts for the purpose of contracting with the County of Los Angeles for the planning, coordination, and implementation of employment training and other human services; and

WHEREAS, on March 24, 1993, an amended joint powers agreement was executed by the participating cities and school districts ("Agreement") , which superseded the original and revised joint powers agreement; and

WHEREAS, the Consortium has operated for many years with the dba name of Career Partners Workforce Solutions and received funding for its activities from the County of Los Angeles Department of Community and Senior Services; and

WHEREAS, the County of Los Angeles ("County") announced in a letter dated June 5, 2013, that as of June 30, 2013, all funding for services provided by the Consortium will be transitioned to another service provider; and

WHEREAS, as a result of the action taken by the County to terminate all program funding to the Consortium, the Executive Board of the Consortium adopted Resolution No. 2013-06-001 on June 27, 2013 to voluntarily wind-down and dissolve the Consortium; and

WHEREAS, the County has directed that the close-out process for the Consortium is to be completed by August 31, 2013;

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

Section 1. Pursuant to Section 11 of the Agreement, the City of Commerce, in conjunction with the other members of the Consortium, hereby rescinds and terminates the Agreement effective on August 31, 2013. All files and information are to be submitted to the County of Los Angeles Department of Community and Senior Services. Remaining assets of the Consortium shall be transferred or distributed consistent with Section 9 of the joint powers agreement.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of August, 2013.

---

Joe Aguilar  
Mayor

ATTEST:

---

Victoria Alexander  
Deputy City Clerk





# AGENDA REPORT

DATE: August 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR TO COMMUNICATE THE CITY OF COMMERCE'S SUPPORT FOR THE THIRD AMENDMENT TO THE JUDGMENT (RELATING TO A GROUND WATER STORAGE PROGRAM) IN THE MATTER OF THE CENTRAL AND WEST BASIN WATER REPLENISHMENT DISTRICT, ET AL. V. CHARLES E. ADAMS, ET AL., LASC CASE NO. C786656

## RECOMMENDATION:

That the City Administrator be authorized to communicate the City of Commerce's support for the Third Amendment to the Judgment (relating to a Ground Water Storage Program) in the matter of the Central and West Basin Water Replenishment District, et al. v. Charles E. Adams, et al., and approving the resolution and assigning the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

The original Central Basin Plan Judgment dates from the 1950's, when with the explosive regional growth in South East Los Angeles County outpaced the water supply. The over-extraction of groundwater by developing communities with all their new wells lowered the water table and wells began to dry-up. This original judgment finalized in 1965 set in place water rights based on limiting the pumping of water. The judgment did not authorize a water storage plan. Today the Central Basin is unique since it is one of the few groundwater basins in the State that does not allow groundwater storage and conjunctive use in some fashion. The lack of a storage plan has hampered the ability of our region to plan for additional growth and periods of drought and water surpluses.

California faces an uncertain water supply future, including questions of reliability and completion for imported water. These uncertainties stem from overreliance on the Delta, where water received from the State Water Project is under continuing court jurisdiction. The current proposed Delta plan would not result in additional water supplies. Water supplies to Southern California from the Colorado River Aqueduct are being reduced based on multi-state water sharing agreements. In addition to these supply issues, climate experts forecast a period extended drought, without taking into account the impacts of global climate change. Snow pack in the local mountains and the Sierra Nevada Mountain Range will be adversely impacted. The region also experiences wide swings in precipitation due to the "El Nino" and "La Nina" weather patterns.

There is a general agreement that the water storage plan, if designed and operated appropriately, would be a major benefit to the region's residents, businesses and institutions that depend on reliable water, delivered at cost-effective rates. It was determined the best method to establish a storage plan where stored water could be recovered with legal certainty was to amend the 1965 Judgment. The last Court approved change in the Central Basin Judgment was the second Amended Judgment on May 9, 1991. The amendment increased the ability of the pumpers to carry over up to 20 percent of their water rights, thus allowing water that was not produced in water year to be produced in the following year. Since this amendment to affect water rights holders have tried to negotiate provisions to allow for additional water storage in the basin. Various tries since 1991, including attempts to legislate and litigate, have been unsuccessful in developing a storage plan.

The State has established goals to increase groundwater storage in basins where storage can be accommodated. In June of 2007, the California Department of Water Resources selected a mediator to attempt a negotiated program in the Central Basin. The results of the negotiations were problematic for a number of reasons. One major problem was with the governance of the storage program, where small pumpers were effectively excluded from the new storage program. Cities and County water districts also expressed concerns with the proposal to allow 100% carry-over, which could adversely impact the lease market by raising water prices. There were also concerns expressed over the role the Water Replenishment District, especially in the areas of storage project reviews and their proposed role as Watermaster. Pumpers also expressed concern of the amount of the new storage made available to the pumpers and the vagueness of storage categories, including a newly proposed category for regional storage projects.

In 2009 a group of seven water rights holders submitted a motion for the Third Amendment Judgment which resulted in several parties objecting to all or parts of the motion. Several cities, including Signal Hill, Cerritos and Downey objected to portions of the proposed amendment. The following report outlines a new 2013 proposed Third Amended Judgment for groundwater storage in the Central Basin, which has a higher level of agreement within the water community.

#### ANALYSIS:

The cities of Long Beach and Signal Hill began meeting in January of 2012 in order to determine if compromise judgment could be reached. These meetings were expanded to include the cities of Cerritos, Downey and Lakewood. The group worked through the entire year at resolving the many issues that divided the groups. The work included the funding of an economic impact analysis of the lease market and alternative carry-over provisions that would not adversely impact price of leased water in the future. Working through the City Manager's Committee of the Gateway Cities Council of Governments, the group distributed the draft framework for comments in February of 2013. There have been a series of meetings with various stakeholders, including the Small Producers Group, the Water Replenishment District, Central Basin MWD, private pumpers and the proposals have been revised based on discussions with these stakeholders. The proposal was presented to the Gateway Cities in two meetings held on June 11<sup>th</sup> and July 9<sup>th</sup>. Sufficient consensus now exists to move forward and support the proposed Third Amendment to the Courts.

The following are the key elements of the proposed groundwater storage framework:

1. Established available storage in the Central Basin at 330,000 acre feet.
2. Increases the allowable carryover of unused water rights in a fiscal year from 20 percent to 60 percent. This increase will be ramped up 10% per year over a four year period of time.
3. Allows for the storage of water without fees or approvals.
4. Provides for extraction of stored water without fee or tax.
5. Allows for the establishment of Individual Storage Accounts in the amount up to 50% of water rights for each water rights holder, and access to a Community Storage Pool for higher amounts.
6. Allows parties the ability to cumulatively store up to 200 percent of the party's annual extraction rights in Individual and Community Storage Pool Accounts.
7. Allows for conversion of carry-over to stored water by payment of the replenishment assessment.
8. Outlines the use of the Los Angeles County Department of Public Works spreading grounds for individual storage projects.
9. Recognizes previously stored water by the Cities of Cerritos, Downey, Lakewood and Long Beach.
10. Provides a "leave behind" requirement for water stored in the Community Pool for over 10 years; 5 percent loss of stored water per year based on the lowest quantity held in storage during the 10 year period.
11. Creates a new seven member Water Rights Panel elected by water rights holders.



12. Selects the Water Replenishment District to function as record-keeper, and provides it with space to capture water for replenishment purposes (but does not grant WRD any rights to store water for its own account). The cost for the record-keeping function is capped at an amount significantly less than the current Department of Water Resources charges, resulting in overall savings to the pumpers.
13. Removes the Department of Water Resources as Watermaster. Grants the pumpers Water Rights Panel responsibility over water rights and reporting compliance to the Court.
14. Allows WRD to participate in the evaluation and approval of certain storage projects that will involve construction of new storage facilities, but not where existing facilities are used.
15. Established guidelines for development of Large Storage Projects and Water Rights Augmentation Projects, both of which are projects that require substantial capital costs to implement and are subject to CEQA guidelines. Requires such projects be reviewed by a Storage Panel consisting of the Water Rights Panel and the WRD Board. This bicameral panel shall approve these projects by a majority vote of each body.
16. Establishes the Regional Disadvantage Communities Incentive Program by setting aside 23,000 acre feet of Community Storage Pool space for beneficial use by impacted communities for the purposes of water system improvements and rate stabilization.
17. Allows limited over-extraction for certain public water systems that straddle the Basin boundary.
18. Limits extractions over 140 percent of extraction rights (APA plus leases) in sensitive areas of the basin to prevent physical material harm to other pumpers.
19. Eliminates the "mining" of the Central Basin by outside interests by restricting water exporting.

City of Commerce staff has reviewed and analyzed the proposed Third Amendment and believes that it will benefit the City's interest. City staff recommends that the City Council authorize the City Administrator to communicate the City's support for the proposed Third Amendment to the cities that have been working to reach a compromised judgment. Such support will then be conveyed to the Court so that it understands Commerce's support for the amendment.

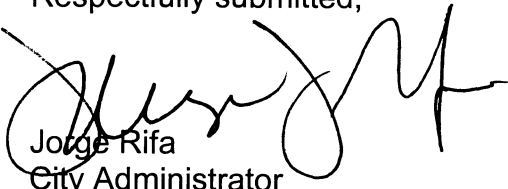
FISCAL IMPACT:

The amendment creates the ability of cities to store an additional 1,000 acre feet of ground water and provides drought carry-over provisions that should further help to stabilize water purchase costs. The storage amendment will create the opportunity for the City to purchase and store additional ground water, which will eliminate the need to purchase water from the Metropolitan Water District when the City exceeds its current acre foot limitation. The storage amendment will also stabilize costs of leasing surplus water and will create a substantial cost savings to city rate payers.

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, AUTHORIZING THE CITY ADMINISTRATOR TO COMMUNICATE THE CITY OF COMMERCE'S SUPPORT FOR THE THIRD AMENDMENT TO THE JUDGMENT (RELATING TO A GROUND WATER STORAGE PROGRAM) IN THE MATTER OF THE CENTRAL AND WEST BASIN WATER REPLENISHMENT DISTRICT, ET AL. V. CHARLES E. ADAMS, ET AL., LASC CASE NO. C786656

WHEREAS, the original Central Basin Plan Judgment dates from the 1950's, when with the explosive regional growth in South East Los Angeles County outpaced the water supply. The original judgment finalized in 1965 set in place water rights based on limiting the pumping of water. The judgment did not authorize a water storage plan; and

WHEREAS, today the Central Basin is unique since it is one of the few groundwater basins in the State that does not allow groundwater storage and conjunctive use in some fashion. The lack of a storage plan has hampered the ability of our region to plan for additional growth and periods of drought and water surpluses; and

WHEREAS, California faces an uncertain water supply future, including questions of reliability and completion for imported water. These uncertainties stem from overreliance on the Delta, where water received from the State Water Project is under continuing court jurisdiction. The current proposed Delta plan would not result in additional water supplies. Water supplies to Southern California from the Colorado River Aqueduct are being reduced based on multi-state water sharing agreements. In addition to these supply issues, climate experts forecast a period extended drought, without taking into account the impacts of global climate change. Snow pack in the local mountains and the Sierra Nevada Mountain Range will be adversely impacted. The region also experiences wide swings in precipitation due to the "El Nino" and "La Nina" weather patterns; and

WHEREAS, there is a general agreement that the water storage plan, if designed and operated appropriately, would be a major benefit to the region's residents, businesses and institutions that depend on reliable water, delivered at cost-effective rates. It was determined the best method to establish a storage plan where stored water could be recovered with legal certainty was to amend the 1965 Judgment in the case of Central and West Basin Water Replenishment District, et al. v. Charles E. Adams, et al., LASC Case No. C786656, which adjudicated water rights in the Central Basin; and

WHEREAS, the last Court approved change in the Central Basin Judgment was the second Amended Judgment on May 9, 1991. The amendment increased the ability of the pumpers to carry over up to 20 percent of their water rights, thus allowing water that was not produced in water year to be produced in the following year. Since this amendment went to affect water rights holders have tried to negotiate provisions to allow for additional water storage in the basin. Various tries since 1991, including attempts to legislate and litigate, have been unsuccessful in developing a storage plan; and

WHEREAS, the State has established goals to increase groundwater storage in basins where storage can be accommodated. In June of 2007, the California Department of Water Resources selected a mediator to attempt a negotiated program in the Central Basin. The results of the negotiations were problematic for a number of reasons. One major problem was with the governance of the storage program, where small pumpers were effectively excluded from the new storage program. Cities and County water districts also expressed concerns with the proposal to allow 100% carry-over, which could adversely impact the lease market by raising water prices. There were also concerns expressed over the role the Water Replenishment District, especially in the areas of storage project reviews and their proposed role as Watermaster. Pumpers also expressed concern of the amount of the new storage made

available to the pumpers and the vagueness of storage categories, including a newly proposed category for regional storage projects; and

WHEREAS, in 2009 a group of seven water rights holders submitted a motion for the Third Amendment Judgment which resulted in several parties objecting to all or parts of the motion. Several cities, including Signal Hill, Cerritos and Downey objected to portions of the proposed amendment; and

WHEREAS, the cities of Long Beach and Signal Hill began meeting in January of 2012 in order to determine if compromise judgment could be reached. These meetings were expanded to include the cities of Cerritos, Downey and Lakewood. The group worked through the entire year at resolving the many issues that divided the groups. The work included the funding of an economic impact analysis of the lease market and alternative carry-over provisions that would not adversely impact price of leased water in the future. Working through the City Manager's Committee of the Gateway Cities Council of Governments, the group distributed the draft framework for comments in February of 2013; and

WHEREAS, there have been a series of meetings with various stakeholders, including the Small Producers Group, the Water Replenishment District, Central Basin MWD, private pumpers and the proposals have been revised based on discussions with these stakeholders. The proposal was presented to the Gateway Cities in two meetings held on June 11<sup>th</sup> and July 9<sup>th</sup>. Sufficient consensus now exists to move forward and support the proposed Third Amendment to the Courts; and

WHEREAS, the following are the key elements of the proposed groundwater storage framework:

1. Established available storage in the Central Basin at 330,000 acre feet.
2. Increases the allowable carryover of unused water rights in a fiscal year from 20 percent to 60 percent. This increase will be ramped up 10% per year over a four year period of time.
3. Allows for the storage of water without fees or approvals.
4. Provides for extraction of stored water without fee or tax.
5. Allows for the establishment of Individual Storage Accounts in the amount up to 50% of water rights for each water rights holder, and access to a Community Storage Pool for higher amounts.
6. Allows parties the ability to cumulatively store up to 200 percent of the party's annual extraction rights in Individual and Community Storage Poll Accounts.
7. Allows for conversion of carry-over to stored water by payment of the replenishment assessment.
8. Outlines the use of the Los Angeles County Department of Public Works spreading grounds for individual storage projects.
9. Recognizes previously stored water by the Cities of Cerritos, Downey, Lakewood and Long Beach.
10. Provides a "leave behind" requirement for water stored in the Community Pool for over 10 years; 5 percent loss of stored water per year based on the lowest quantity held in storage during the 10 year period.
11. Creates a new seven member Water Rights Panel elected by water rights holders.
12. Selects the Water Replenishment District to function as record-keeper, and provides it with space to capture water for replenishment purposes (but does not grant WRD any rights to store water for its own account). The cost for the record-keeping function is capped at an amount significantly less than the current Department of Water Resources charges, resulting in overall savings to the pumpers.
13. Removes the Department of Water Resources as Watermaster. Grants the pumpers Water Rights Panel responsibility over water rights and reporting compliance to the Court.
14. Allows WRD to participate in the evaluation and approval of certain storage projects that will involve construction of new storage facilities, but not where existing facilities are used.

15. Established guidelines for development of Large Storage Projects and Water Rights Augmentation Projects, both of which are projects that require substantial capital costs to implement and are subject to CEQA guidelines. Requires such projects be reviewed by a Storage Panel consisting of the Water Rights Panel and the WRD Board. This bicameral panel shall approve these projects by a majority vote of each body.
16. Establishes the Regional Disadvantage Communities Incentive Program by setting aside 23,000 acre feet of Community Storage Pool space for beneficial use by impacted communities for the purposes of water system improvements and rate stabilization.
17. Allows limited over-extraction for certain public water systems that straddle the Basin boundary.
18. Limits extractions over 140 percent of extraction rights (APA plus leases) in sensitive areas of the basin to prevent physical material harm to other pumpers.
19. Eliminates the "mining" of the Central Basin by outside interests by restricting water exporting; and

WHEREAS, City of Commerce staff has reviewed and analyzed the proposed Third Amendment and believes that it will benefit the City's interest. City staff recommends that the City Council authorize the City Administrator to communicate the City's support for the proposed Third Amendment to the cities that have been working to reach a compromised judgment. Such support will then be conveyed to the Court so that it understands Commerce's position on the amendment.

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

Section 1. The City of Administrator is hereby authorized to communicate the City of Commerce's support for the Third Amendment to the Judgment in the matter of the Central and West Basin Water Replenishment District, et al. v. Charles E. Adams, et al., LASC Case No. C786656.

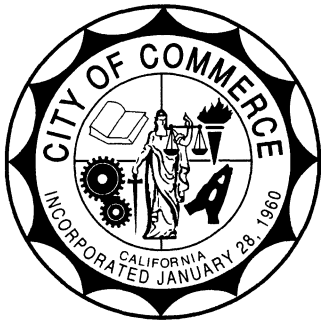
PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

Meeting Date: August 20, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A RIGHT OF HOLD HARMLESS AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA)

**RECOMMENDATION:**

Adopt the resolution and approve the right of hold harmless agreement allowing City of Commerce (City) to use LACMTA existing bus stop poles and connecting hardware to install City bus stop signs for the proposed Commerce Metrolink 26<sup>th</sup> Street station commuter transit route; and assign the number next in order.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

The new Commerce Metrolink 26<sup>th</sup> Street station commuter transit route shall use LACMTA existing bus stop poles and connecting hardware to install City bus stop signs. In consideration of the use of LACMTA properties, the City is required to indemnify the LACMTA from all claims, damages, costs, expenses, losses or liability resulting from use of the LACMTA properties.

**FISCAL IMPACT:**

There is no fiscal impact associated with this agreement.

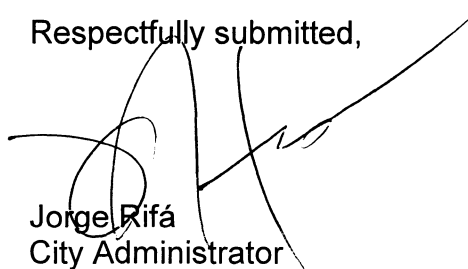
**STRATEGIC GOALS:**

The proposed recommendation ties into the City's 2012 strategic goal: "Develop marketing plan to target companies for additional revenue consistent with the general plan"; as this agreement will allow the City an opportunity to provide a commuter transit route for employees traveling to/from Commerce via the Metrolink 26<sup>th</sup> Street station.

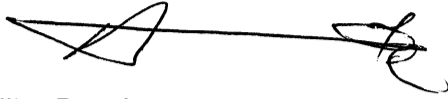
Recommended by:

  
Claude McFerguson  
Director of Transportation

Respectfully submitted,

  
Jorge Rifá  
City Administrator

Budget Impact Review by:



Vilko Domic  
Director of Finance

Approved as to Form:



Eduardo Olivo  
City Attorney

Attached: Right of Hold Harmless Agreement  
JPIA Evidence of Coverage



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING A RIGHT OF HOLD HARMLESS  
AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY (LACMTA)**

WHEREAS, the new Commerce Metrolink 26<sup>th</sup> Street station commuter transit route shall use LACMTA existing bus stop poles and connecting hardware to install City bus stop signs; and

WHEREAS, in consideration of the use of LACMTA properties, the City is required to submit a Right of Hold Harmless agreement to indemnify LACMTA from all claims, damages, costs, expenses, losses or liability resulting from use of the LACMTA properties.

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

The August 20, 2013, Right of Hold Harmless Agreement presented by LACMTA to the City is hereby approved. The City Administrator is authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of August, 2013.

---

Joe Aguilar  
Mayor

ATTEST:

---

Victoria M. Alexander  
Deputy City Clerk



**HOLD HARMLESS AGREEMENT**

THIS RIGHT OF HOLD HARMLESS AGREEMENT (this "Agreement") made and entered into on **August \_\_\_\_\_, 2013** by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public corporation existing under the laws of the State of California, hereinafter referred to as "LACMTA", and **CITY OF COMMERCE - TRANSPORTATION DEPARTMENT**: a Public Transit Agency, hereinafter referred to as "LICENSEE".

## WITNESSETH

WHEREAS, LICENSEE is a Transit Agency which provides bus service for the general public and is proposing to operate a new service; and

LACMTA desires to allow LICENSEE to use its existing bus stop poles and connecting hardware to install city bus stop signs on its property is subject to the terms and conditions contained herein.

NOW, THEREFORE, for valuable consideration the LACMTA and LICENSEE do hereby agree as follows:

1. **Permitted Areas.** During the term of this Agreement LACMTA hereby grants to LICENSEE the non-exclusive right to:
  - A. Operate the City's new Metrolink Shuttle Route as illustrated in **Exhibit A**.
  - B. Attach new Metrolink Shuttle bus stop signs on Metro hardware at the designated bus stop locations shown in **Exhibit B**.
  - C. Serve only bus stop locations based on the operating schedule shown in **Exhibit C**.
  - D. Impose passenger restrictions at these bus stop locations during the entire service period as defined in Item 4-C.
  - E. Modifications to the Agreement outlined 1-A, 1-B, 1-C or 1-D above are not authorized without the written consent of LACMTA.
2. **Term.** The term of this Agreement shall be for one (1) year period **commencing on September 2, 2013**. Renewal shall be considered annually, subject to the successful review, analysis and approval of the service by both LACMTA and

Licensee. Either Party can terminate this Agreement on thirty (30) days written notice to the other Party.

**3. Accommodation.** LACMTA grants this Agreement as an accommodation to LICENSEE. The granting of this Agreement, however, shall not be construed to provide LICENSEE with any rights beyond those expressly provided herein.

**4. Use.** During the term of this Agreement:

A. LICENSEE is authorized to install its bus stop signs on existing LACMTA bus stop posts at the locations indicated on the approved stop list (**Exhibit B**). The placement of LICENSEE signage will always be below LACMTA bus signage, and if they are under 80 inches, they cannot stick out more than four (4) inches on each side of the post, as required under ADA clearance regulations.

B. LICENSEE is authorized to serve the designated bus stops according to the approved operating schedule shown in **Exhibit C**.

C. LICENSEE shall abide by the boarding and alighting restrictions defined in this Agreement. On weekday mornings only boarding are allowed at the Commerce Metrolink Station, and only alighting at the remaining authorized bus stops. On weekday afternoons, riders may board at all designated bus stops except the Commerce Metrolink Station, where only alightings will occur.

**5. LACMTA's Right to Suspend Access and Use.** LACMTA may temporarily suspend access to and use of all or any portion of the Permitted Areas for operational, maintenance, repair, security, emergency or other purposes at LACMTA's discretion. LACMTA will provide LICENSEE with as much notice as is reasonably possible prior to any such suspension, which notice will include: (a) the date when such suspension of access and use will commence; (b) the anticipated duration of such suspension of access and use; (c) the reason for such suspension of access and use; and (d) that portion of the Permitted Areas subject to such suspension of access and use. During such periods of suspension, LICENSEE will be unable to access, use or operate on that portion of the Permitted Areas to which LACMTA has suspended access and use. If, during such periods, LICENSEE desires or needs to continue to operate its bus service, it shall be solely responsible for the provision of the same without the use of that portion of the Permitted Areas over which access and use have been suspended. LACMTA shall not be liable for any cost or damage incurred by LICENSEE as a result of any suspension of access or use pursuant to this Section 5, including, without limitation, any consequential damages resulting therefrom.

**6. Safety Compliance.** LACMTA's safety rules and procedures as outlined in Rule No. 1.23 Safety in Yards and Terminals and Terminals and Standard Operating Procedures, SOP 1.106 Personal Safety in Yards, Terminals, and other Facilities ("Exhibit "D") (collectively, the "LACMTA Safety Rules") apply to the Permitted Areas.

LICENSEE shall be responsible for communicating to all its employees the requirement to comply with the LACMTA Safety Rules. LICENSEE shall also be responsible for monitoring its employees for compliance with the LACMTA Safety Rules. LACMTA shall have the right to terminate this Agreement should LICENSEE fail to comply with the LACMTA Safety Rules.

**7. Compliance with Law.** LICENSEE, at its expense, shall comply with: (i) all applicable federal, state, and local laws, ordinances, regulations, rules and orders with respect to the use of the Permitted Areas; and (ii) all LACMTA rules, regulations, policies and procedures delivered to LICENSEE (as the same may exist from time to time) with respect to the use of the Permitted Areas, including, without limitation the LACMTA Safety Rules.

**8. Indemnification.** LICENSEE shall indemnify, defend, and hold harmless LACMTA, its officers, employees, and representatives, from and against any and all claims, demands, suits, and causes of action, and from and against all losses and expenses (including attorney's fees,) liability, or consequential damages of any kind or nature arising out of or in connection with the LICENSEE'S (or LICENSEE'S subcontractors, if any) entry on or use of the Permitted Areas, other than damages resulting from LACMTA's gross negligence. If any action or proceeding is brought against LACMTA by a third party arising out of or in any way connected with the performance or failure to perform under the terms of this Agreement, LICENSEE shall have the right to defend such action or proceeding by legal counsel of its choice at the sole expense of LICENSEE.

**9. Insurance.** In connection with the performance of services hereunder, the LICENSEE shall provide and keep in force the following types and minimum amounts of insurance:

- A. Workers' Compensation Insurance - Including Occupational Disease in accordance with California Law. Employers' Liability Insurance with a limit not less than \$1,000,000 each accident.
- B. General Liability Insurance - Including contractual liability insuring the indemnity agreement set forth in this contract and completed operations coverage with a combined single limit of not less than \$5,000,000 applicable to bodily injury, sickness or death, and loss of or damage to property in any one occurrence.
- C. Automobile Liability Insurance- Including contractual liability insuring owned, non-owned, hired and all vehicles used by the LICENSEE with a combined single limit of not less than \$5,000,000 applicable to bodily injury, sickness or death, and loss of or damage to property in any one occurrence.

- D. Certificates - The LICENSEE shall furnish Certificates of Insurance to the LACMTA evidencing the insurance required and upon request, the LACMTA may examine true copies of the actual policies. Each certificate shall provide that thirty (30) days prior written notice shall be given to the LACMT A in the event of cancellation or material change in the policies. All certificates and documents shall be sent to and received by the LACMT A Risk Management Department prior to the commencement of work. All certificates must contain reference to the endorsements (e.g., Additional Insureds, Waiver of Subrogation, etc.) as required herein.
- E. Additional Insureds - The LACMTA, its subsidiaries and affiliated companies, and their officers, employees and agents shall be named as additional insureds in each of the insurance policies except Workers' Compensation. There shall be no special limitations on the scope of protection afforded to the LACMTA, its subsidiaries, officers, employees and agents.
- F. Subrogation - All policies shall be endorsed to provide that underwriters and insurance companies of the LICENSEE shall not have any right of subrogation against the LACMTA, its subsidiaries and affiliated companies, and their officers, employees, agents, contractors, sub-contractors, underwriters and insurance companies.

Notwithstanding the foregoing, the insurance requirements may be satisfied by providing evidence that LICENSEE is legally self-insured. LICENSEE agrees that any program of self-insurance shall protect the interests of LACMT A in the same manner as those interests would have been protected had a policy of commercial insurance been in effect.

**10. Signs.** No signs or awning shall be erected or maintained upon or attached to the LACMTA bus stop poles except such signs which have been approved by LACMTA

**11. Assignment.** LICENSEE shall not assign its interest under this Agreement without first securing prior written consent of LACMTA.

**12. Severability.** No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation. In the event of default, either party may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

**13. Notices.** All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

**TO LACMTA:** Los Angeles Metropolitan Transportation Authority  
One Gateway Plaza, MS 99-18-4  
Los Angeles, CA 90012-2952  
Attn: Velma C. Marshall, Deputy Executive Officer - Real Estate  
Contact Person: Diane H. Dominguez, Senior Real Estate Officer  
(213) 922-5253 (Telephone),  
(213) 922-2440 (Facsimile)

**TO LICENSEE:** Claude McFerguson, Director Transportation Services  
City of Commerce Transportation Department  
Metrolink Shuttle Service  
5555 Jillson Street  
Commerce, CA 90040  
Tel: (323) 887-4419

**14. Entire Agreement.** Agreement between the parties with respect to the subject matter of Agreement.

**15. Amendments.** No modification or amendment of this Agreement shall be binding upon either party unless in writing and executed by both parties. This Agreement shall not be amended or modified by oral agreement or understanding between the parties or by any acts or conduct of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed on the day and year written below:

**LACMTA:**

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Velma C. Marshall  
Deputy Executive Officer – Real Estate

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

**LICENSEE:**

CITY OF COMMERCE  
TRANSPORTATION DEPARTMENT  
METROLINK SHUTTLE SERVICE

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

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







**EXHIBIT B  
COMMERCE METRO LINK SHUTTLE  
BUS STOPS (REVISED 7/23/13)**

**STOP 1 GARFIELD & BANDINI**

- Prudential Overall Supply Co.
- Kavio
- Tranloading Environmental Corp.

**STOP 2 GARFIELD & SLAUSON**

- Mega Toys
- XTRA Lease Commerce

**STOP 3 SLAUSON & MALT**

- Mega Toys
- Pacific Spice Co.
- J.C. Food Co.

**STOP 4 SLAUSON & ZAMBRANO**

- Vons Bread Plant
- Ultra Pro

**STOP 5 EASTERN & SLAUSON**

- Bank of America Building
- Wells Fargo Building
- Los Angeles County Public Safety & Children Services Buildings, State Offices Building, Department of Justice

**STOP 6 EASTERN & RICKENBACKER**

- Commerce Industrial Park
- State Offices, Department of Justice
- Los Angeles County Fire Dept., Fire Prevention & GSI Section Offices, PFI Tech
- Richard N. Slawson Southeast Occupational Center

**STOP 7 EASTERN & BANDINI**

- United States Post Office Distribution Center
- Temple Inland
- Beacon Power, Inc.
- Winebridge Distribution Services

**STOP 8 SHEILA & O'NEIL**

- Unified Grocers Gate Two
- Home Furniture Mart
- Galaxy Salon Equipment Manufacturing Co.
- Smart & Final Distribution Center

**STOP 9 SHEILA & RALPH LIEBERMAN**

- Unified Grocers Gate One
- Commerce Corner Shopping Center

**STOP 10 COMMERCE WAY & JILLSON**

- City Hall, Central Library
- Unisource Distribution Division

**STOP 11 HARBOR & EASTERN**

- Ink Systems Inc.

**STOP 12 TELEGRAPH RD. AT CAMFIELD, FLOTILLA, SMITHWAY**

- Alta Med
- Citadel Outlet Stores (rear entrance)
- NYX Cosmetics

**STOP 13 SMITHWAY & TUBEWAY**

- TW Metals
- HKF Inc.

**STOP 14 TUBEWAY & TELEGRAPH**

- Commerce Casino
- Max Sales Group

**STOP 15 TELEGRAPH & WASHINGTON**

- Costco
- Central Basin Municipal Water District

**STOP 16 TELEGRAPH & MALT**

- National Polytechnic College
- CBB Group, Inc.
- Pacific Insulation Co.
- Aahs Sign and Graphics Co.

**EXHIBIT C**  
**SCHEDULE FOR COMMERCE METROLINK SHUTTLE**

Effective Monday, August 5, 2013

<b>TRAIN SCHEDULE, ARRIVES/DEPARTS</b>	<b>6:59</b>	<b>7:29</b>	<b>8:19</b>	<b>9:01</b>		<b>3:34</b>	<b>4:04</b>	<b>4:44</b>	<b>5:54</b>
<b>BUS STOP LOCATION &amp; TIMES</b>									
Bus Departs Train Station	7:00	7:33	8:20	9:02		3:18	3:57	5:11	5:46
Garfield & Bandini	7:01	7:34	8:21	9:03	2:45	3:19	3:58	5:12	
Garfield & Slauson	7:03	7:36	8:23	9:05	2:47	3:21	4:00	5:14	
Slauson & Malt	7:03	7:36	8:23	9:05	2:47	3:21	4:00	5:14	
Slauson & Zambrano	7:05	7:38	8:25	9:07	2:49	3:23	4:02	5:16	
Eastern & Slauson	7:06	7:39	8:26	9:08	2:50	3:24	4:03	5:17	
Eastern & Rickenbacker	7:07	7:40	8:27	9:09	2:52	3:25	4:04	5:18	
Eastern & Bandini	7:08	7:41	8:28	9:10	2:53	3:26	4:05	5:19	
Sheila & O'Neill	7:10	7:43	8:30	9:12	2:55	3:28	4:07	5:21	
Sheila & Ralph Lieberman	7:11	7:44	8:31	9:13	2:56	3:29	4:08	5:22	
Commerce Way & Jillson	7:16	7:49	8:36	9:18	3:01	3:34	4:13	5:27	
Harbor & Eastern	7:17	7:50	8:37	9:19	3:02	3:35	4:14	5:28	
Camfield & Telegraph Rd	7:21	7:54	8:41	9:23	3:06	3:39	4:18	5:32	
Smith Way & Tubeway	7:23	7:56	8:43	9:25	3:08	3:41	4:20	5:35	
Tubeway & Telegraph Rd	7:24	7:57	8:44	9:26	3:09	3:42	4:22	5:37	
Telegraph Rd & Washington Bl.	7:28	8:01	8:48	9:30	3:13	3:46	4:26	5:41	
Washington Bl & Malt	7:29	8:02	8:49	9:31	3:14	3:47	4:27	5:42	
Bus Arrives at Train Station	7:32	8:05	8:52		3:17	3:50	4:30	5:45	



Diane Dominguez  
Los Angeles County Metropolitan Transit Authority  
LACMTA Real Estate Department One Gateway Plaza - MS 99-18-4  
Los Angeles, California 90012

August 12, 2013

Member Name: City of Commerce  
Additional Protected Party: Los Angeles County Metropolitan Transit Authority  
Activity: The new Commerce Metrolink 26th Street station commuter transit route shall use LACMTA existing bus stop poles and connecting hardware to install City bus stop signs.  
Coverage Period: From 12:01 AM on 9/2/2013 to 11:59 PM on 6/30/2014

This Evidence of Coverage is issued on an annual basis and will be automatically reissued every June until expiration of the written contract.

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

Workers' Compensation Program  
Coverage Limit: Statutory  
Employers Liability: \$1,000,000

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 20, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF COMMERCE AND BOB MURRAY & ASSOCIATES

**RECOMMENDATION:**

Approve and adopt and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**ANALYSIS:**

The City Clerk position is currently vacant and needs to be filled. Additionally, the incumbent Community Services Director has notified staff of her intended retirement effective October 11, 2013. Within the past year, staff interviewed several executive recruiting firms and selected Bob Murray & Associates to conduct the Human Resources Director (completed) and Public Works and Development Services Director (in-progress) recruitments. Staff has been pleased with the professionalism, responsiveness and costs associated with these recruitments and wishes to retain this firm again for the recruitments of the City Clerk and Community Services Director positions.

Bob Murray & Associates will develop a candidate profile; develop an advertising campaign and recruitment brochure; recruit candidates; screen candidates; conduct personal interviews; conduct public records search; provide recommendations; assist with final interviews; conduct detailed reference checks; assist with negotiations; and provide complete administrative assistance. The cost for their services will be thirty two thousand dollars (\$32,000), with estimated reimbursable expenses not-to-exceed fourteen thousand dollars (\$14,000) without prior approval of the City.

Resolution: Approving an Agreement between the City of Commerce and Bob Murray & Associates

**FISCAL IMPACT/ALTERNATIVES:**

The cost for these recruitment services will not exceed \$32,000, with reimbursable expenses not to exceed \$14,000 without prior approval of the City. Premised on the fact that this is considered a one-time expenditure, staff is recommending to fund this item from the General Fund Unappropriated Fund Balance and appropriate said funds into Account No. 10-1060-54043 (Project Consultant).

Prepared by:



Michael A Casalou  
Director of Human Resources

Respectfully submitted by,



Jorge Rifa  
City Administrator

Budget Impact Reviewed by:



Vilko Domic  
Director of Finance

Approved as to Form:



Eduardo Olivo  
City Attorney

Attachment:

-Professional Services Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF COMMERCE  
AND BOB MURRAY & ASSOCIATES

WHEREAS, the City of Commerce needs to hire a new City Clerk and Community Services Director (the City Clerk position is vacant and the incumbent Community Services Director will retire effective October 11, 2013) and

WHEREAS, within the past year, City staff interviewed several recruitment firms and retained Bob Murray & Associates for the recruitment of a new HR Director and Public Works and Development Services Director. Staff and the City Council have been pleased with this firm's services and would therefore like to retain the firm for the recruitment services required for the City Clerk and Community Services Director positions.

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

Section 1. The Professional Services Agreement between the City of Commerce and Bob Murray & Associates for Recruitment Services is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

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

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

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





## PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Commerce (the City), and Bob Murray & Associates (the Consultant).

- A. Engagement: The City agrees to engage the Consultant to perform the services described below, the project described as an executive recruitment for a City Clerk and Community Services Director (the Searches).
- B. Services: The Consultant agrees to perform certain services necessary for the completion of the search, which services shall include the following:
  - a. Develop the Candidate Profile
  - b. Develop Advertising Campaign and Recruitment Brochure
  - c. Recruit Candidates
  - d. Screen Candidates
  - e. Conduct Personal Interviews
  - f. Conduct Public Record Search
  - g. Provide Recommendation
  - h. Assist with Final Interviews
  - i. Conduct Detailed Reference Checks
  - j. Assist with Negotiations
  - k. Provide Complete Administrative Assistance
- C. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- D. Compensation: As full compensation for the Consultant's professional services performed hereunder, the City shall pay the Consultant the fixed amount of \$32,000 (thirty two thousand, five hundred dollars).
- E. Expense Reimbursement: The Consultant shall be entitled to reimbursement for expenses from the City for consultant travel, advertising, printing and binding, clerical, long distance charges, postage and delivery, civil, criminal and newspaper checks, and credit checks. Postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed \$14,000 (fourteen thousand dollars) without prior approval of the City. Copies of receipts will not be provided unless specifically requested and made part of this contract.
- F. Compensation for Additional Services: In the event the City elects to require additional services of the Consultant in addition to those described in paragraph B the Consultant shall be compensated at an agreed upon rate.
- G. Method of Payment: The City shall be billed monthly by the Consultant for the work completed as of that date. Expenses shall be billed and due at the same time.

- H. Term: The term of this agreement shall commence on August 14, 2013 at which time Consultant shall begin work on the Search and shall continue until the search is completed.
- I. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- J. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the City, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.
- K. Miscellaneous:
- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
  - b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
  - c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
  - d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
  - e. This agreement shall be governed by and construed in accordance with the laws of the State of California.

- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: August 14, 2013

Bob Murray & Associates

By: Bob Murray

Title: President

1677 Eureka Road, Suite 202  
Roseville, CA 95661

Dated: \_\_\_\_\_, 2013

City of Commerce

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

Approved as to Form:

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

Title: \_\_\_\_\_





# AGENDA REPORT

MEETING DATE: August 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF COMMERCE AND INTELLIBRIDGE PARTNERS

**RECOMMENDATION:**

Approve and adopt and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**ANALYSIS:**

The City Clerk position is currently vacant and the recruitment to fill this vacancy is expected to take approximately three months. In an effort to effectively manage daily operations of the City Clerk's office until a permanent replacement is secured, staff is recommending contracting for an Interim City Clerk with IntelliBridge Partners, a highly respected professional services firm that specializes in providing both temporary and permanent public sector personnel.

Staff has interviewed a potential candidate and believes this individual will provide the necessary support during this transitional time. It is anticipated the Interim City Clerk will work 25 to 30 hours per week.

**FISCAL IMPACT/ALTERNATIVES:**

The billing rate for these services is \$79.00 per hour. Existing budget will be used to the extent available. Staff is recommending to fund any excess, including the one-time payout generated by the unanticipated retirement of this position, from the General Fund Unappropriated Fund Balance.

Prepared by:

*Michael A. Casalou* <sup>MB</sup> 8-15-13  
Michael A. Casalou  
Director of Human Resources

Respectfully submitted by,

*Jorge Rifá*  
Jorge Rifá  
City Administrator

Fiscal Impact Reviewed by:

*Vilko Domic*  
Vilko Domic  
Director of Finance

Approved as to Form:

*Eduardo Olivo*  
Eduardo Olivo  
City Attorney



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF  
COMMERCE AND INTELLIBRIDGE PARTNERS

WHEREAS, the City of Commerce City Clerk's position is currently vacant; and

WHEREAS, the City needs to retain an Interim City Clerk to support the operations of the City Clerk's Office while the City is recruiting for a permanent replacement; and

WHEREAS, staff has contacted IntelliBridge Partners, a highly respected professional services firm that specializes in providing both temporary and permanent public sector personnel to assist with this placement; and

WHEREAS, staff has interviewed a potential candidate to fill this interim assignment immediately.

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

Section 1. The Agreement between the City of Commerce and IntelliBridge for Interim Personnel Services is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

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

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

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





August 14, 2013

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

Dear Mr. Casalou:

In accordance with your request, we are presenting this proposal to provide consulting services to City of Commerce. You have indicated you will require the services of a City Clerk Consultant to perform all statutory duties, including preparation of council agendas, minutes, legal notices, proclamations and declarations and other related duties as assigned.

Following is some important information about our services:

1. **RESPONSIBILITY:** Consulting staff shall report directly to you during this assignment. It is understood that the management of your organization is responsible for the substantive outcome of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of these services.
2. **EMPLOYEE:** Consulting staff at all times will be an employee of IntelliBridge Partners.
3. **INSURANCE:** IntelliBridge Partners maintains general liability, automobile liability, excess liability, workers compensation and employers' liability, and professional liability insurance. Certificates of Insurance are available upon request.
4. **RATES:** The billing rate for these services is \$79.00 per hour. This rate includes the pay rate of \$54.42 per hour, which is under the maximum of the City of Commerce published pay scale and in accordance with CalPERS regulations. Overtime, considered work in excess of 8 hours a day, will be billed at time and a half. Any work performed in excess of 12 hours per day will be billed at double time. The base billing rate will increase 5 percent on the annual commencement date of employment (e.g. every 12 months).
5. **BILLING:** Services will be billed once a month on approximately the first day of the month.

7000 S Street, Ste 300  
Columbus, CA 95816  
916.442.0026

5111 N California Blvd., Ste 750  
Walnut Creek, CA 94596  
916.274.0130

2029 Century Park East, Ste 500  
Los Angeles, CA 90007  
310.277.3373

4675 MacArthur Court, Ste 600  
Newport Beach, CA 92660  
949.296.4364

225 Broadway, Ste 1750  
San Diego, CA 92101  
619.573.1113

701 Fifth Avenue, Ste 4256  
Seattle, WA 98104  
206.262.7850

[intellibrIDGEpartners.com](http://intellibrIDGEpartners.com)

6. EXTENSION: These services may be extended by our mutual agreement.
7. NOTICE: At any time during the performance of these services, you may terminate or significantly reduce these services for any reason with two weeks notice. Although you will have day-to-day contact with our consultant, please provide information about any changes or termination directly to Sharon Kropf at [skropf@intellibridgepartners.com](mailto:skropf@intellibridgepartners.com) or 916-642-7116.
8. GUARANTEE: If, for any reason you are not satisfied with the consultant provided to you, IntelliBridge will not charge for the first eight hours worked, provided that IntelliBridge replaces the consultant assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
9. TIME SHEET: Our consultant will submit for your signature either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval indicates your acknowledgement of the consultant hours worked and the agreed terms of payment.
10. CONTRACTING: During this interim assignment and for twelve months after termination of the assignment, you are prohibited from contracting directly with our consultants or referring them to another employer for the same or other contract assignments.
11. CONVERSION FEE: After you evaluate the performance and potential of our consultant on the job, you may wish to employ this person directly. Our consultants represent our inventory of skilled employees and to convert them to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire the consultant assigned to you, regardless of employment classification, on either a full-time or part-time basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our consultant is hired by a subsidiary or other related entity as a result of your referral of our consultant to that entity. The conversion fee will be owed and invoiced upon the hiring of our consultant, and payment is due upon receipt of this invoice. The conversion fee is 20% of the aggregate annual compensation including bonuses.
12. WAIVER OF CONVERSION FEE: A conversion fee waiver may be granted if all the following criteria are met:
  - a. The consultant has provided service under the terms of this agreement for a minimum of 1000 hours.
  - b. The position is included on your regular payroll. Contract positions are not eligible for waiver.
  - c. You provide us with notice at least five business days prior to the conversion date.

Thank you for the opportunity to provide this proposal. Please call if you would like to discuss our proposal in more detail. Please acknowledge acceptance of our proposal by signing and returning one copy of this letter for our files.

Very truly yours,

**INTELLIBRIDGE PARTNERS**



**Sharon Kropf, Director**

ACCEPTANCE:

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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





# AGENDA REPORT

DATE: August 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A FIRST AMENDMENT TO CITY OF LOS ANGELES CONTRACT NUMBER C-117931 BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF COMMERCE

RECOMMENDATION:

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

MOTION:

Move to approve the recommendation.

ANALYSIS:

On or about October 1, 2008, the City of Los Angeles and the City of Commerce (the "City") entered into City of Los Angeles Contract Number C-117931 (the "Agreement") related to the Fiscal Year 2009 Edward Byrne Memorial Justice Assistance Grant Program ("Jag 09" or the "Grant"). Pursuant to the Agreement, the City of Los Angeles agreed to disburse JAG 09 grant funds to the City in accordance with the JAG 09 approved budget. The City agreed to use the grant funds to support activities and projects to prevent and control crime based on the local needs and conditions of the City while providing meaningful and measurable outcomes consistent with the goals of JAG 09. The term of the Agreement was from October 1, 2008 through September 30, 2012.

On December 5, 2012, the United States Department of Justice extended the performance period deadline for the Grant to June 30, 2013 ("Grant Extension"). The City of Los Angeles, through its Office of the Mayor, Office of Homeland Security and Public Safety, and the City each desires to enter into a First Amendment to the Agreement for the purpose of amending and/or modifying Section 201 of the Agreement to extend the term of the Agreement from September 30, 2012 to June 30, 2013 in accordance with the Grant Extension.


FISCAL IMPACT:

There will be no fiscal impact as a result of the approval of the First Amendment.

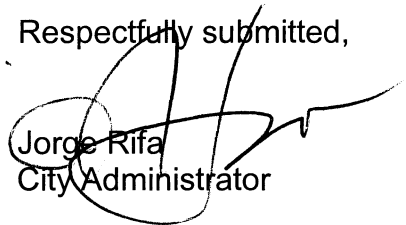
Reviewed by,

Vilko Domic  
Finance Director

Approved as to form,

  
Eduardo Olivo  
City Attorney

Respectfully submitted,

  
Jorge Rifa  
City Administrator



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A FIRST AMENDMENT TO CITY OF LOS ANGELES CONTRACT NUMBER C-117931 BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF COMMERCE

WHEREAS, on or about October 1, 2008, the City of Los Angeles and the City of Commerce (the "City") entered into City of Los Angeles Contract Number C-117931 (the "Agreement") related to the Fiscal Year 2009 Edward Byrne Memorial Justice Assistance Grant Program ("Jag 09" or the "Grant"); and

WHEREAS, the City of Los Angeles agreed to disburse JAG 09 grant funds to the City in accordance with the JAG 09 approved budget; and

WHEREAS, the City agreed to use the grant funds to support activities and projects to prevent and control crime based on the local needs and conditions of the City while providing meaningful and measurable outcomes consistent with the goals of JAG 09. The term of the Agreement was from October 1, 2008 through September 30, 2012; and

WHEREAS, on December 5, 2012, the United States Department of Justice extended the performance period deadline for the Grant to June 30, 2013 ("Grant Extension"); and

WHEREAS, the City of Los Angeles, through its Office of the Mayor, Office of Homeland Security and Public Safety, and the City each desires to enter into a First Amendment to the Agreement for the purpose of amending and/or modifying Section 201 of the Agreement to extend the term of the Agreement from September 30, 2012 to June 30, 2013 in accordance with the Grant Extension.

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

Section 1. The First Amendment to City of Los Angeles Contract Number C-117931 between the City of Los Angeles and the City of Commerce is hereby approved.

Section 2. The Mayor is hereby authorized to execute the 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







# AGENDA REPORT

Meeting Date: August 20, 2013

**TO:** Honorable City Council  
**FROM:** City Administrator  
**SUBJECT:** PROPOSED NEW COMMUTER TRANSIT ROUTE FOR THE COMMERCE METROLINK 26<sup>TH</sup> STREET STATION

**RECOMMENDATION:**

Receive and file and provide appropriate direction as deemed necessary.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

The Los Angeles County Metropolitan Transit Authority (LACMTA) is the administrator of Transportation Development Act (TDA) funds for Los Angeles County. LACMTA is charged with performing the annual Unmet Transit Needs process. The purpose of this process is to ensure that all unmet transit needs that are reasonable to meet, are met before funds are expended for non-transit uses, such as streets and roads. An unmet transit need is any deficiency in the system of public transit services, which has been identified by community members or through the regional planning process.

During the City's last triennial audit, the City's Metrolink 26<sup>th</sup> Street station was identified as an unmet transportation need. More specifically, to address service demands, it was recommended that the City improve its inter-agency connectivity at the Metrolink 26<sup>th</sup> Street station.

The City of Commerce is served by two Metrolink stations located at the following locations:

Station	Address	Metrolink Routes	Daily Boarding	Commerce Routes
Montebello/Commerce	2000 Flotilla St., Montebello	Riverside Line (12 trips daily)	510 Pass.	Green & Yellow Routes on Garfield
Commerce	6433 26 <sup>th</sup> St., Commerce	Orange County Line (8 trips daily)	92 Pass.	Orange Route

Montebello Bus Lines currently operates LINK service from the Montebello/Commerce station to destinations within the City of Commerce. The service is pre-scheduled and operated directly to various work sites. There is currently no dedicated service to the Metrolink 26<sup>th</sup> Street station.

**ANALYSIS:**

The goals of the proposed commuter shuttle service are as follow:

- Provide direct transit service between the Metrolink 26<sup>th</sup> Street station and businesses throughout the City; and
- Help increase public transit ridership and reduce the negative environmental impact of single person auto commuting.

The impact of this proposed service is significant. Over 55,000 employees currently work at businesses throughout the City of Commerce. Public transit would be a more appealing option for commuters using Metrolink, if a commuter shuttle service could connect them with their employment locations.

Proposed Route

The proposed Metrolink Commuter Shuttle service would operate weekdays only from 7:00 a.m. (first departure from Metrolink Station) to 9:31 a.m., and in the afternoon from 2:45 p.m. to 5:46 p.m. The shuttle service would serve all morning and afternoon Metrolink trains serving the 26<sup>th</sup> Street Station.

The proposed route is shown in Exhibit 1. The route would serve the following areas:

1. Garfield Ave. & Bandini Blvd.
2. Garfield Ave. & Slauson Ave.
3. Slauson Ave. & Malt Ave.
4. Slauson Ave. & Zambrano St.
5. Eastern Ave. & Slauson Ave.
6. Eastern Ave. & Rickenbacker Rd.
7. Eastern Ave. & Bandini Blvd.
8. Sheila St. & O’Neil Ave.
9. Sheila St. & Ralph Lieberman Ave.
10. Commerce Way & Jillson St.
11. Harbor St. & Eastern Ave.
12. Telegraph Rd. & Camfield Ave., Flotilla St., and Smithway St.
13. Smithway St. & Tubeway Ave.
14. Tubeway Ave. & Telegraph Rd.
15. Telegraph Rd. & Washington Blvd.
16. Telegraph Rd. & Malt Ave.

The proposed stops would serve 40 companies, including some of the major employers in the City such as Unified Grocers, Alta Med, Bank of America, Citadel Outlet Stores, Commerce Casino, Los Angeles County Public Safety, State Department of Justice, Wells Fargo, and the Commerce City Hall.

The Transportation Department is proposing to implement this new service on Monday, September 2, 2013. The Department has adequate equipment and staffing to begin this exciting new service. Metro has approved the route and bus stops proposed by the City.<sup>1</sup>

FISCAL IMPACT:

Cost of Service

The estimated cost to operate the Metrolink Commuter Shuttle is shown below:

<b>Cost Category</b>	<b>Cost/Hour</b>
Labor	\$ 43.20
Maintenance	\$ 17.79
General & Administrative	\$ 2.56
<b>Subtotal</b>	<b>\$ 63.55</b>
Annual Revenue Hours	1,411
<b>ANNUAL COST</b>	<b>\$ 89,669</b>

<sup>1</sup>August 1, 2013 Letter Received From Ms. Nalini Ahuja, Executive Director Office of Management & Budget

The operating costs are from Fiscal Year 2012 National Transit Database (NTD) statistics submitted to the Federal Transit Administration.

### Funding

Metro used the Formula Allocation Procedure (FAP) to allocate capital and operating funds.<sup>2</sup>

Operating Funds (FAP) are allocated based on the following formula:

- 50% Revenue Service Miles
- 50% Fare Units-as defined as total farebox revenue divided by base fare

Since Commerce does not charge a fare, the missing revenue includes Proposition C 40% Discretionary funding under “Zero-Fare Compensation for Commerce”.

The proposed Metrolink shuttle service would increase service miles by approximately 7%, thus increasing FAP operating and capital funds. The expense of operating the Metrolink Commuter Shuttle is estimated at \$89,669 annually, and would be fully covered by the increase in funding from Metro through the FAP formula. Metro has confirmed that there would be no negative impact on Commerce’s transit funding by the implementation of the Metrolink Commuter Shuttle.

Note:

There is a two-year lag before the City receives Metro’s increased funding allocation. Therefore, until the allocation increase takes effect on July 1, 2015, the additional transit operating expense will be subsidized using funds from the City’s CNG Station fuel revenue account 57-5100-36134 (CNG/LNG Fuel Sales Revenue).

FY 2013-14	\$89,669
FY 2014-15	\$89,669

Total Upfront Costs \$179,338

The City’s subsidy from the fuel revenue account shall end once the increased allocation takes effect on July 1, 2015.

Under the Federal Transit Administration (FTA) - Revenue Guidelines (49 CFR 18.32 (b): The City’s CNG Station fuel revenue is deemed incidental use; as such, the revenue can be used to cover transit operating expenses. 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 may be retained by the City (without returning the Federal share) if the income is used for eligible transit capital and operating expenses only.

### RELATIONSHIP TO 2012 STRATEGIC GOALS:

The proposed recommendation ties into the City’s 2012 strategic goal: “Develop marketing plan to target companies for additional revenue consistent with the general plan”; as the proposed commuter route will provide additional transportation options for employees traveling to/from work in the City Commerce.

---

<sup>1</sup> August 1, 2013 Letter Received From Ms. Nalini Ahuja, Executive Director Office of Management & Budget

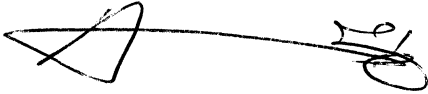
<sup>2</sup> Detailed back-up on the FAP process is contain in the LACMTA Transportation Funds Guidelines Administration Reference Manual, Volume 1, C. Funding Procedures

Recommended by:



Claude McFerguson  
Director of Transportation

Budget Impact Review by:



Vilko Domic  
Director of Finance

Respectfully submitted,



Jorge Rifá  
City Administrator

Approved as to Form:



Eduardo Olivo  
City Attorney

Attachments: Letter from Nalini Ahuja, LACMTA, dated August 1, 2013  
Exhibit A - Map for Commerce Commuter Route  
Exhibit B - Bus Stops of Commerce Commuter Route  
Exhibit C - Commerce Commuter / Metrolink Train Schedule



**Metro**

August 1, 2013

Mr. Claude Ferguson  
Director of Transportation  
City of Commerce, Transportation Department  
5555 Jillson Street  
Commerce, CA 90040

Re: Commerce Municipal Bus Lines Service Expansion  
To/From Commerce Metrolink 26<sup>th</sup> Street Station.

Dear Claude,

This is in response to your letter of June 26<sup>th</sup> requesting confirmation that the new service as described above can be included in the Formula Allocation Procedure (FAP) revenue allocations.

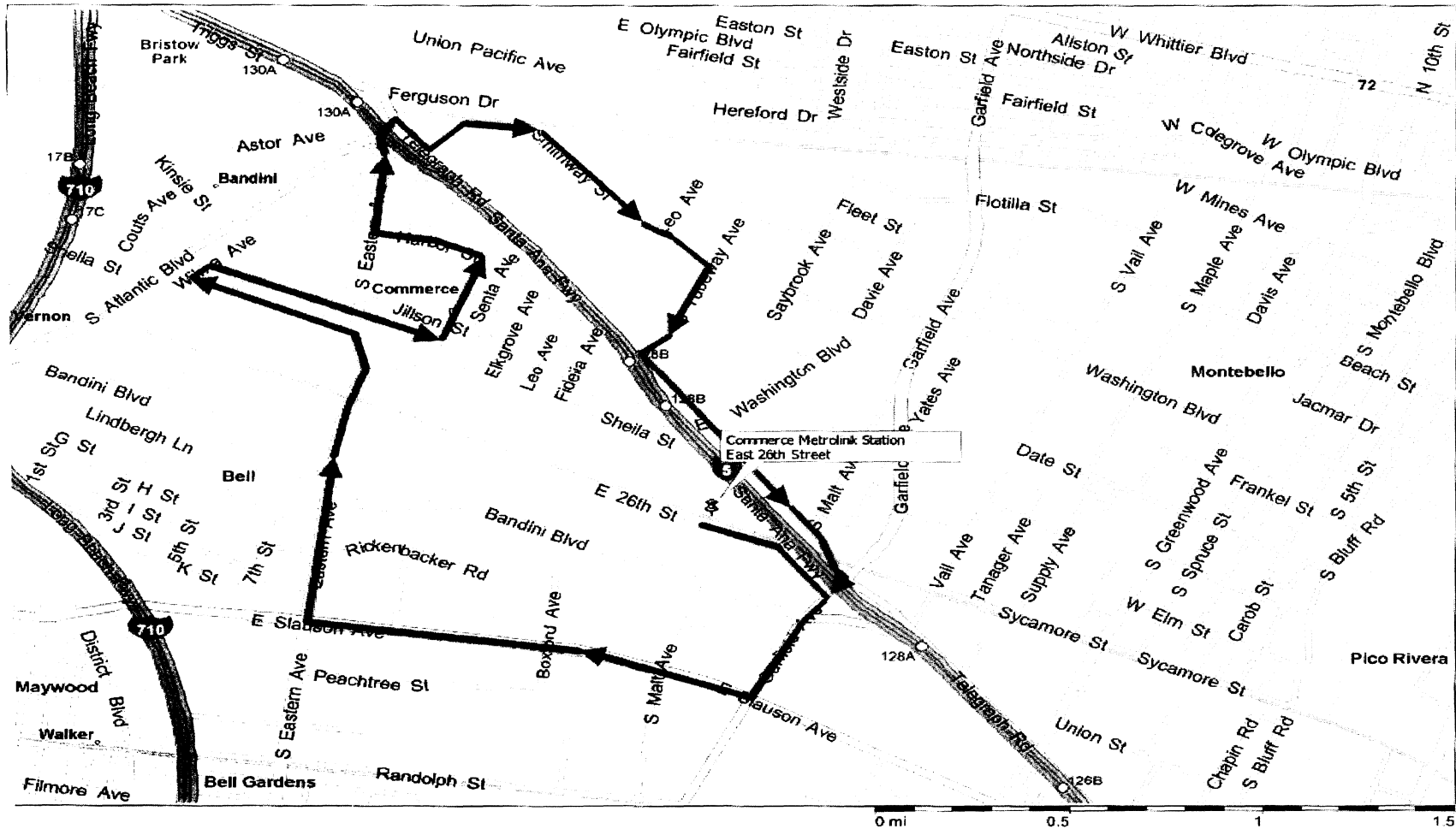
LACMTA's service planning department has reviewed your request and found that the requested new service conforms with the rules, regulations and policies as regards to municipal operators' service programs.

Please consider this letter as LACMTA's approval that data to be generated by this new service can be included in the FAP revenue allocations two years after such service is rendered. The funding for this new service will follow the existing FAP methodologies and will not negatively impact Commerce's current transit funding.

If you have any questions, please call Carlos Vendiola at 213-922-4527.

Best regards,

  
Nalini Ahuja  
Executive Director



Copyright © and (P) 1996-2007 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/ Streets/>  
 Next mapping and direction data © 2007 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including © Her Majesty the Queen in Right of Canada, © Queen's Printer for  
 1910 NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2007 Tele Atlas North America, Inc. All rights reserved. Tele Atlas is a registered trademark of Tele Atlas.

## EXHIBIT A MAP OF COMMERCE METROLINK SHUTTLE ROUTE

**EXHIBIT B  
COMMERCE METRO LINK SHUTTLE  
BUS STOPS (REVISED 7/23/13)**

**STOP 1 GAREFIELD & BANDINI**

- Prudential Overall Supply Co.
- Kavio
- Transloading Environmental Corp.

**STOP 2 GAREFIELD & SLAUSON**

- Mega Toys
- XTRA Lease Commerce

**STOP 3 SLAUSON & MALT**

- Mega Toys
- Pacific Spice Co.
- J.C. Food Co.

**STOP 4 SLAUSON & ZAMBRANO**

- Vons Bread Plant
- Ultra Pro

**STOP 5 EASTERN & SLAUSON**

- Bank of America Building
- Wells Fargo Building
- Los Angeles County Public Safety & Children Services Buildings, State Offices Building, Department of Justice

**STOP 6 EASTERN & RICKENBACKER**

- Commerce Industrial Park
- State Offices, Department of Justice
- Los Angeles County Fire Dept., Fire Prevention & GSI Section Offices, PFI Tech
- Richard N. Slawson Southeast Occupational Center

**STOP 7 EASTERN & BANDINI**

- United States Post Office Distribution Center
- Temple Inland
- Beacon Power, Inc.
- Winebridge Distribution Services

**STOP 8 SHEILA & O'NEIL**

- Unified Grocers Gate Two
- Home Furniture Mart
- Galaxy Salon Equipment Manufacturing Co.
- Smart & Final Distribution Center

**STOP 9 SHEILA & RALPH LIEBERMAN**

- Unified Grocers Gate One
- Commerce Corner Shopping Center

**STOP 10 COMMERCE WAY & JILLSON**

- City Hall, Central Library
- Unisource Distribution Division

**STOP 11 HARBOR & EASTERN**

- Ink Systems Inc.

**STOP 12 TELEGRAPH RD. AT CAMFIELD, FLOTILLA SMITHWAY**

- Alta Med
- Citadel Outlet Stores (rear entrance)
- NYX Cosmetics

**STOP 13 SMITHWAY & TUBEWAY**

- TW Metals
- HKF Inc.

**STOP 14 TUBEWAY & TELEGRAPH**

- Commerce Casino
- Max Sales Group

**STOP 15 TELEGRAPH & WASHINGTON**

- Costco
- Central Basin Municipal Water District

**STOP 16 TELEGRAPH & MALT**

- National Polytechnic College
- CBB Group, Inc.
- Pacific Insulation Co.
- Aahs Sign and Graphics Co.

**EXHIBIT C**  
**SCHEDULE FOR COMMERCE METROLINK SHUTTLE**

Effective Monday, September 2, 2013

<b>TRAIN SCHEDULE, ARRIVES/DEPARTS</b>	<b>6:59</b>	<b>7:29</b>	<b>8:19</b>	<b>9:01</b>		<b>3:34</b>	<b>4:04</b>	<b>4:44</b>	<b>5:54</b>
<b>BUS STOP LOCATION &amp; TIMES</b>									
Bus Departs Train Station	7:00	7:33	8:20	9:02		3:18	3:57	5:11	5:46
Garfield & Bandini	7:01	7:34	8:21	9:03	2:45	3:19	3:58	5:12	
Garfield & Slauson	7:03	7:36	8:23	9:05	2:47	3:21	4:00	5:14	
Slauson & Malt	7:03	7:36	8:23	9:05	2:47	3:21	4:00	5:14	
Slauson & Zambrano	7:05	7:38	8:25	9:07	2:49	3:23	4:02	5:16	
Eastern & Slauson	7:06	7:39	8:26	9:08	2:50	3:24	4:03	5:17	
Eastern & Rickenbacker	7:07	7:40	8:27	9:09	2:52	3:25	4:04	5:18	
Eastern & Bandini	7:08	7:41	8:28	9:10	2:53	3:26	4:05	5:19	
Sheila & O'Neill	7:10	7:43	8:30	9:12	2:55	3:28	4:07	5:21	
Sheila & Ralph Lieberman	7:11	7:44	8:31	9:13	2:56	3:29	4:08	5:22	
Commerce Way & Jillson	7:16	7:49	8:36	9:18	3:01	3:34	4:13	5:27	
Harbor & Eastern	7:17	7:50	8:37	9:19	3:02	3:35	4:14	5:28	
Camfield & Telegraph Rd	7:21	7:54	8:41	9:23	3:06	3:39	4:18	5:32	
Smith Way & Tubeway	7:23	7:56	8:43	9:25	3:08	3:41	4:20	5:35	
Tubeway & Telegraph Rd	7:24	7:57	8:44	9:26	3:09	3:42	4:22	5:37	
Telegraph Rd & Washington Bl.	7:28	8:01	8:48	9:30	3:13	3:46	4:26	5:41	
Washington Bl & Malt	7:29	8:02	8:49	9:31	3:14	3:47	4:27	5:42	
Bus Arrives at Train Station	7:32	8:05	8:52		3:17	3:50	4:30	5:45	





# AGENDA REPORT

MEETING DATE: August 20, 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 WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO UPDATE THE PERMITTED USES IN THE CITY'S COMMERCIAL AND MANUFACTURING ZONES

## RECOMMENDATION:

The City Council will consider approval and adoption of a resolution approving a Professional Services Agreement with Environmental Science Associates, (ESA), to prepare an update of the permitted uses in the City's Commercial and Manufacturing zones, and assign the number next in order.

## MOTION:

Move to approve recommendation.

## BACKGROUND/ANALYSIS:

There has been an ongoing dialogue and discussion between Councilmember's, staff and the Commerce Industrial Council on ways to make the City more business friendly and our processes more efficient and effective. In particular there has been much discussion on changes to the City zoning code that can increase its effectiveness as an economic development tool while continuing to encourage reinvestment in the community, job growth, and environmental quality.

On December 4, 2012, the City Council received a presentation from staff outlining a process to move forward. In particular, there was a discussion to change the City's industrial zoning standards from the current SIC (Standard Industrial Classification) based use list to include a simpler use table, clear and enforceable performance standards, and an updated definitions section.

There were three options discussed with the Council. Two of these options would require the services of a specialized planning consultant.

1. Hire a consultant to update only the City's Industrial standards (use, performance standards, definitions, etc); or
2. Hire a consultant to conduct a comprehensive update of the zoning ordinance; or
3. Not hire a consultant, but direct staff to continue working with the Industrial Council to find other solutions that may assist with our business license and development review process.

Timing for funding and implementation of any of the above options was also part of the discussion as the City was still in the middle of the financial crisis and the redevelopment review with the State Department of Finance (DOF) was far from settled. The City Council was trying to balance the need for these much needed changes to the zoning code with the budget realities. The City Council elected to move forward on Option 1.

On April 29, 2013, staff released a Request for Proposal to 5 land use planning firms that specialize in zoning code amendments. On May 17, 2013, the City received responses from two firms:

- Environmental Science Associates (ESA) in the amount of \$29,858.00 (revised amount \$32,030.00); and
- Willdan Engineering in the amount of \$35,805.00.

Both firms have an extensive amount of experience with zoning codes in similar cities. Both firms were interviewed by staff including the City Attorney, Assistant Director of Development Services, and City Planner. The ESA proposal was originally in the amount of \$29,858.00. However, upon further review, staff requested that ESA look at allocating resources to reflect a greater level of participation from Mr. Lloyd Zola, Senior Vice President. Mr. Zola has extensive experience with development codes and creation of performance standards addressing the compatibility between uses. Mr. Zola served as project lead on the 1,200 acre Eucalyptus Business Park in the City of Chino and creation of a specific plan including the complete zoning and development regulations for the area surrounding the Ontario International Airport including the adjacent large scale industrial and commercial development.

Mr. Zola’s participation is critical in the focused public outreach effort including the upcoming working meetings with the Commerce Industrial Council and other key stakeholders as identified by City Council. The ESA proposal was then adjusted to \$32,030 to reflect a greater involvement from Mr. Zola especially in the early stages of the process.

After evaluating both proposals, staff recommends that ESA be retained to perform the work. In addition, collectively, the ESA team has extensive relevant experience in creating new zoning regulations including new industrial development regulations, in many cities in Southern California. Other clients where ESA performed similar work on zoning codes include the cities of Carson, Murrieta, Perris, Pico Rivera, West Covina, and Lynwood.

**FISCAL IMPACT:**

Staff recommends that a Professional Services Agreement be awarded to ESA to conduct the required zoning code update in an amount not to exceed \$33,000. This includes a contingency amount of approximately 3% primarily to fund additional public outreach and participation if necessary. Additionally, staff is recommending that the proposed work be funded from the General Fund Unappropriated Fund Balance and appropriate said funds into Account No. 10-1520-54043 (Project Consultant).

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

The issue before the Council is applicable to the following Council’s strategic goal: “Protect and Enhance Quality of Life in the City of Commerce”. The proposed zoning code modifications will result in a code that is predicable, promotes responsible economic development, while enhancing the compatibility between uses to serve all residents.

Recommended and prepared by:

  
Alex Hamilton  
Assistant Director of Development Services

Respectfully submitted:

  
Jorge Rifa  
City Administrator

Fiscal impact reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL  
SCIENCE ASSOCIATES (ESA) TO UPDATE THE PERMITTED USES IN THE CITY'S  
COMMERCIAL AND MANUFACTURING ZONES

WHEREAS, the City Council, staff and the Commerce Industrial Council have been discussing ways to make the City more business friendly and the permitting and development processes more efficient and effective;

WHEREAS, the City Council has focused on specific changes that can be made to the City's zoning ordinance that can increase its effectiveness as a tool to encourage reinvestment in the community, job growth, and environmental quality;

WHEREAS, on December 4, 2012, the City Council directed staff to hire a land use consultant to update the City's industrial zoning standards from the current SIC (Standard Industrial Classification) based use list table to a simpler use table, clear and enforcement performance standards, and an updated definitions section;

WHEREAS, on April 29, 2013, released a Request for Proposal to five land use/zoning consulting experts that specialize in preparing zoning code amendments;

WHEREAS, on May 17, 2013, the City received responses from two firms including Environmental Science Associates (ESA) in the amount of \$29,858.00 and Willdan Engineering in the amount of \$35,805.00;

WHEREAS, the ESA proposal was originally in the amount of \$29,858.00, however, upon further review, staff requested that resources be allocated to reflect a greater level of technical oversight and input in the process;

WHEREAS, the ESA proposal was then adjusted to \$32,030.00 to reflect the additional resources necessary for the participation of the Senior Vice President, Mr. Lloyd Zola. Mr. Zola has extensive and relevant experience with development codes and creation of performance standards in similar cities and his expertise is critical in the focused public outreach effort including stakeholder participation in the process;

WHEREAS, staff recommends that ESA be retained to perform the work and both individually and collectively, the ESA team has extensive relevant experience in the creating new zoning regulations including new industrial development regulations;

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 Environmental Science Associates (ESA), 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.

Section 2. That \$33,000.00 (including \$32,030.00 plus an approximate 3% contingency) be allocated from the General Fund Unappropriated Fund Balance and appropriate said funds into Account No. 10-1520-54043 (Project Consultant).

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

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

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

MEETING DATE: August 20, 2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** AB 109 PUBLIC SAFETY REALIGNMENT ACT

**RECOMMENDATION:**

The City Council will consider a status report and presentation on the State of California's "Public Safety Realignment Act" (AB 109), and the County's intent to locate a regional AB 109 facility in Commerce. The Council will provide direction as appropriate. It is recommended that the Council go on record opposing the location of this facility in our community because of its disproportionate and destabilizing impacts on the residential and business sectors of our City.

**MOTION:**

City Council discretion.

**BACKGROUND:**

On October 1, 2011, the State of California initiated significant prison reform through the passage of the "Public Safety Realignment Act" (AB 109). The intent of this legislation is to reduce the California prison population by as many as 44,000 inmates over the next two years. Many of the "felons" will be returned to local jurisdictions without parole supervision or conditions. Instead, local jurisdictions (Los Angeles County) will be responsible for managing the reintegration of these individuals back to their communities. Given an expected high recidivism rate for this specific population, there will be public safety consequences in the future based upon this policy direction.

**ANALYSIS:**

The County is moving to put in a regional AB-109 facility in Commerce. The location is 2266 Davie. That is close to the Washington/Garfield intersection, adjacent to the Commerce Adult Bookstore and the Montebello city limits. This would be a lease of the property to house and staff primarily probation agents (39) and 9 administrative and support personnel. There would be client intake (meaning AB-109 released felons). The client visits would be for the purpose of monthly drug testing, counseling and referrals to social service agencies. The potential case load for the facility will range from 1,950 to 2,500 monthly visits of AB 109 early release felons. It is estimated that Los Angeles County will receive as many as 10,000 such offenders.

The County of Los Angeles Probation Department already has the Dorothy Kirby Residential Treatment Center (1500 S. McDonnell Ave.) located in Commerce. The Center houses approximately 100 juveniles. Within the facility are three interdependent agencies: Los Angeles County Probation Department, Department of Mental Health, and Los Angeles County Office of Education. As a residential community, Commerce already bears a disproportionate impact from custody/probation facilities. The proposed AB 109 offices will have a further destabilizing impact by exposing the community to thousands of newly released felons traveling to our city.

As a regional center of employment and as a business destination, this Commerce "crime wave" in the making is unacceptable.

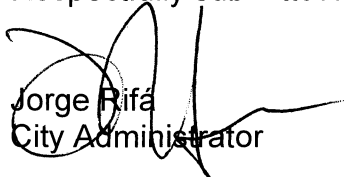
**FISCAL IMPACT:**

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:

  
Fernando Mendoza  
Deputy City Administrator

Reviewed by:

  
Loretta Gutierrez  
Director of Community Services

Fiscal impact reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney



# City of Commerce

AB 109 Public Safety Realignment Act

Community Issues of Concern

August 20, 2013



## AB 109 Community Issues of Concern

- Commerce already has a County Probation Center: The Dorothy Kirby Center
- The proposed County facility would be near the adult book store on Washington Blvd.
- The potential case load for the regional facility would be 1,000 early release felons.





# AGENDA REPORT

MEETING DATE: AUGUST 20, 2013

**TO: HONORABLE CITY COUNCIL**

**FROM: CITY ADMINISTRATOR**

**SUBJECT: COUNCIL CONSIDERATION OF SPECIAL INVESTIGATION**

**RECOMMENDATION:**

The Council will exercise its discretion to authorize an investigation of an anonymous written complaint.

**MOTION:**

Council discretion.

**BACKGROUND:**

At the July 16, 2013, City Council meeting, Mayor Pro Tem Lilia Leon requested that the City look into allegations contained in an anonymous letter dated June 16, 2013, that was read into the record during public comment.

Consistent with California Government Code Section 54954.2, and Council's request, this item has been scheduled for the Council's consideration and direction. If authorized by the City Council, staff will begin working on the matter. Should the Council authorize an investigation, staff will begin working on the matter and return at the September 3<sup>rd</sup> meeting with a professional services agreement retaining the services of an independent investigator to conduct the investigation.

**LEGAL ANALYSIS:**

The complaint was raised during the public comment portion of the City Council meeting on July 16, 2013. Pursuant to Government Code Section 54954.2 (a) (2), the Mayor Pro Tem addressed the complaint by asking the City Administrator if we could look into the allegations. The City Council did not take "action" on the item (see Section 54952.6) at that time because the matter was not on the agenda. Pursuant to Government Code Section 54954.2 (a), this matter is now being agendized for consideration by the City Council.

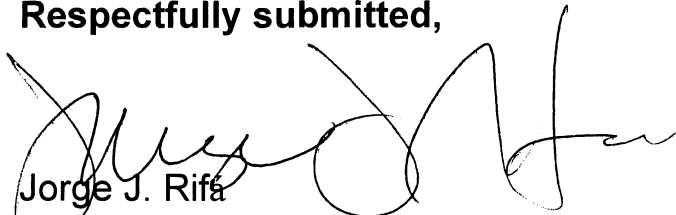
**FISCAL IMPACT:**

At this time, the complexity of the investigation has yet to be determined, and its fiscal impact is uncertain. A preliminary estimated range of direct

costs could potentially reach between \$20,000 to \$50,000. If directed by the Council to begin the investigation, the September 3<sup>rd</sup> Council report engaging an independent investigator may add some degree of certainty to this cost range.

In any event, should the Council direct staff to proceed at the September 3<sup>rd</sup> meeting, the investigation services agreement will include a recommended appropriation from the City's contingency for FY 2013/2014 or the City's reserve.

**Respectfully submitted,**



Jorge J. Rifa  
City Administrator

**Approved As To Form:**



Eduardo Olivo  
City Attorney

**Attachments:**

Letter of Complaint  
Email to Deputy City Clerk

June 16, 2013

Joe Aguilar, Mayor  
Lela Leon, Mayor Pro Tem  
Tina Baca Del Rio, City Councilmember  
Ivan Altamirano, City Councilmember

**WE ARE EMPLOYEES OF THE CITY OF COMMERCE AND ASK THAT THIS LETTER BE READ AS PART OF PUBLIC COMMENTS DURING THE CITY COUNCIL MEETING FOR JULY 16, 2013**

For about one year now, we have been harassed, off and on, by Richard Robles, an employee of Home Depot in Commerce and the husband of City Councilmember Denise Robles.

As part of our jobs we are required to go to Home Depot to pick up materials that may be needed for the City. We do this as City employees. On several occasions, as we are trying to do our jobs, we have been confronted by Richard Robles, who happens to work for Home Depot. As an example, when we were preparing for the Miss Commerce Pageant, we needed to buy certain materials from Home Depot for the event. He saw us and made comments to us such as "don't you think you are taking too much?" and "are you taking some of the materials to your home?" He also stares at us and points to his watch, as if to tell us that we are taking too much time in doing our jobs. On other occasions he has made comments about political matters that are critical of other City Councilmembers and the City.

After a few of these occasions, we were told by our supervisor that he was aware that we had gone to Home Depot and that we had been asked questions by Richard Robles. We understand

that Councilmember Denise Robles made these calls to our supervisor after speaking to her husband about the comments that he made.

We started to go to the Home Depot in the City of Pico Rivera so that we could avoid Mr. Robles. We did not want to travel farther and buy goods in another city but we felt that we had no choice. We later started to check to see when Mr. Robles was working so that we could go to the Home Depot in Commerce and avoid him.

We are very insulted and bothered by Mr. Robles's conduct and his comments. He is accusing us of stealing City property and of not doing our jobs. We would like to say something to him but because he is the husband of Councilmember Denise Robles, we are afraid for our jobs. We have seen Councilmember Robles and heard stories about her mistreating and threatening City employees. We know that before she became a Councilmember she had applied for a part-time job for the City that she did not get. When she became a Councilmember she then harassed and intimidated the employee that had gotten the job until she left the City. We are afraid that we will be treated the same way if she finds out who we are and that we have complained about the mistreatment by her husband. We have thought about staying quiet but feel like we are safer if the truth is known to everyone. We have complained to our supervisor but we think he's also concerned with the unknown backlash that may result from Councilmember Robles and her husband. We think he is also afraid of Councilmember Robles and do not blame him. We feel as if we are walking on egg shells when she is at city hall.

Mr. Mayor and the City Council, we ask that you do something about this situation. We ask that you protect us, prevent this harassment and bullying from continuing. We trust that we will be safe with you. Please do not allow us to be treated like this by Councilwoman Robles and her husband. Please help us!!!

Yours truly.

Very concerned City of Commerce Employees



## VICTORIA ALEXANDER

---

**From:** Steve Lopez [rosewood\_bandini@aol.com]  
**Sent:** Monday, July 15, 2013 9:53 PM  
**To:** VICTORIA ALEXANDER  
**Cc:** Joe Aguilar; Ivan Altamirano; Lilia R. Leon; Tina Baca Del Rio  
**Subject:** Fwd: PLEASE HELP US  
**Attachments:** City\_Council.docx

Hello Victoria, Please read this in public comment at council meeting. We have been going through a tuff time and the time has come where we will stand up for what is right. We want to remain anonymous until we feel safe and know that council will protect us.

Thank you Victoria. We know you will look out for our best interest. We have copied 4 councilmembers.

THANK YOU!

-----Original Message-----

To: Steve Lopez <[rosewood\\_bandini@aol.com](mailto:rosewood_bandini@aol.com)>  
Sent: Mon, Jul 15, 2013 9:34 pm  
Subject: Re: PLEASE HELP US

I have known these council members for a very long time. They are good people and will protect us all!

Sent from my blackberry

On Jul 15, 2013, at 9:33 PM, Steve Lopez <[rosewood\\_bandini@aol.com](mailto:rosewood_bandini@aol.com)> wrote:

we as a group do not want to lose our jobs.

Sent from my blackberry  
-----Original Message-----

To: Steve Lopez <[rosewood\\_bandini@aol.com](mailto:rosewood_bandini@aol.com)>  
Sent: Mon, Jul 15, 2013 9:30 pm  
Subject: Re: PLEASE HELP US

Yes, go ahead and send this. The rest of Council will protect you. Send to Victoria.

Sent from my blackberry

On Jul 15, 2013, at 9:28 PM, Steve Lopez <[rosewood\\_bandini@aol.com](mailto:rosewood_bandini@aol.com)> wrote:

<City Council.docx>







# AGENDA REPORT

MEETING DATE: August 20, 2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** CAMP COMMERCE: CITY COUNCIL VIP CABIN USE

**RECOMMENDATION:**

At the request by Councilmember Robles, the City Council will provide appropriate action as deemed necessary with respect to, the City's policy regarding the Council use of the VIP cabin in Camp Commerce, the use of the cabins on a fee basis and use only during regular sessions.

**MOTION:**

City Council discretion.

**BACKGROUND:**

On August 5, 2013, the City Council formally took action to limit the use of the Council VIP Cabin at Camp Commerce for City employees only during the "Employee Weekend" which is traditionally held during the Labor Day weekend, and not have any Councilmembers in attendance during this time.

**ANALYSIS:**

At this time, Councilmember Robles is requesting Council discuss, and provide appropriate direction with respect to the use of the VIP cabin in Camp Commerce, the use of the cabin on a fee basis, and the use of the cabin only during regular sessions.

Additionally, Councilmember Robles is requesting clarification on whether the Council policy on the use of the cabins had been discussed prior to the August 5<sup>th</sup> Council meeting.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This report before the Council is not applicable to any Council strategic goals.

Fiscal impact reviewed by:

Vilko Domic  
Finance Director

Respectfully submitted:

  
Jorge Rifa  
City Administrator

Approved as to form:

  
Eduardo Olivo  
City Attorney





# AGENDA REPORT

MEETING DATE: AUGUST 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: CLARIFICATION OF COUNCIL USE OF AND PRESENCE AT  
CAMP COMMERCE DURING EMPLOYEE WEEKEND

**RECOMMENDATION:**

Council discretion.

**MOTION:**

Council discretion.

**BACKGROUND:**

At the request of Councilmember Baca Del Rio, this agenda discussion item is intended to clarify the Council use and the presence of Councilmembers at Camp Commerce during the Camp Employee's Weekend (Labor Day)

Respectfully submitted,

  
Jorge J. Rifa  
City Administrator





# AGENDA REPORT

DATE: August 20, 2013

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

**RECOMMENDATION:**

Make the appropriate appointments.

**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 member and Council member of the applicable Commission and Committees.

**ANALYSIS:**

It is recommended that an appointment be made to the following Commission and Committees at this time, with all terms to expire March 18, 2015, unless otherwise indicated:

Library Commission

Mayor Pro Tem Leon

I-710 Local Advisory Committee

Mayor Pro Tem Leon

**FISCAL IMPACT:**

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


Recommended by:

  
Victoria M. Alexander  
Deputy City Clerk

Respectfully submitted,

  
Jorge J. Rifa  
City Administrator

Prepared By:

  
Angie Verdin  
Senior Office Assistant





# AGENDA REPORT

MEETING DATE: August 20, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING OF AMENDMENT NO. 2 TO THE TRADE CORRIDOR IMPROVEMENT FUND PROJECT BASELINE AGREEMENT BETWEEN THE CALIFORNIA TRANSPORTATION COMMISSION, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE CITY OF COMMERCE FOR THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

## RECOMMENDATION:

The City Council will consider for approval a resolution approving and adopting Amendment No. 2 to the Trade Corridor Improvement Fund Project Baseline Agreement between the California Transportation Commission, the California Department of Transportation, and the City of Commerce for the Washington Boulevard Widening and Reconstruction Project, and assign the number next in order.

## MOTION:

Move to approve recommendation.

## BACKGROUND:

On January 17, 2008, the City of Commerce submitted an application to the California Transportation Commission (CTC) for their Prop 1-B Trade Corridor Improvement Fund (TCIF). The application requested \$5.8 Million of the estimated \$32.0 Million required to perform all the improvements associated with widening and reconstructing Washington Boulevard (the "Project").

On April 10, 2008, the CTC approved the City's application for \$5.8 Million for the Project. On July 1, 2008, the City Council approved the required Project Baseline Agreement between CTC, Caltrans and the City of Commerce (the "Agreement"); the CTC approved the Agreement on September 24, 2008. The Agreement was required in order for the City to receive the requested and approved funds.

On May 4, 2010, the City Council approved the EIR for the Project. The time required to prepare the EIR has impacted the originally contemplated Project schedule. The schedule has been extended by one year because the baseline schedule did not accurately reflect the time required to complete current design and right of way tasks. The City therefore requested that the Agreement be amended in order to update the Project delivery schedule. The City also requested that the Agreement be amended to reprogram the Project funding to be consistent with the updated schedule.

On November 3, 2010, the CTC approved Amendment No. 1 to the Agreement (the "Amendment"). The Amendment amended Section 4.1 (Project Schedule and Cost) to the Agreement. The Amendment changed the Project schedule and Project funding plan.

On October 18, 2011, the City Council approved Program Supplement Agreement No. N011 to the Administering Agency-State Agreement between the City of Commerce and the State of California Department of Transportation (or Caltrans) for the Project.

On January 3, 2012, the City Council received a report and update on the Project. As stated in the report, on November 23, 2011, staff submitted a Pre-Award Letter to Caltrans for review and approval, as required prior to award of any professional services agreement over \$1,000,000.

On May 3, 2012, the City received a letter dated April 30, 2012 from Caltrans waiving the pre-award audit at this time and authorizing the City to proceed with a professional services agreement for engineering and design services for the Project. The Caltrans letter provided that the total amount under the proposed agreement shall not exceed \$1,442,679 and that if the City and Consultant agree to increase or modify the terms of the agreement, a properly executed amendment will be required.

On June 19, 2012, the City Council awarded a Professional Services Agreement to RBF Consulting for design and engineering services for the Project, in the amount of \$1,442,679.

On December 4, 2012, the City Council approved the 1<sup>st</sup> Amendment to the Professional Services Agreement with RBF Consulting adding additional services and increasing the fee to be paid under the Agreement to \$1,551,319.

On January 15, 2013, the City Council approved the Project Programming Request for the Trade Corridor Improvement Fund Project Baseline Agreement, which changed the Project schedule due to delays in completing a full Environment Impact Report (EIR), and delay in the completion of a pre-award audit for the PS&E contract due to reduced staffing in the Caltrans Audit Department. The Southern California Consensus Group was in full-support of the TCIF programming change for the Project and advised the California Transportation Commission at their March 2013 meeting of their support and requested that the existing agreement be amended.

**ANALYSIS:**

Approval of Amendment No. 2 would enable the City and all of its funding partners to: 1) update the Agreement Signature Page and 2) update the Project Programming Request, while still ensuring all Project funds and requirements are in-place.

**FISCAL IMPACT:**

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

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



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:



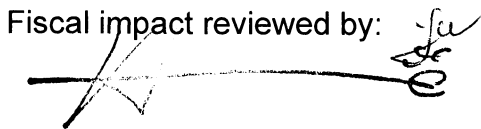
for Patrick Malloy  
Special Assistant to the City Administrator

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 OF AMENDMENT NO. 2 TO THE TRADE CORRIDOR  
IMPROVEMENT FUND PROJECT BASELINE AGREEMENT BETWEEN THE  
CALIFORNIA TRANSPORTATION COMMISSION, THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION, AND THE CITY OF COMMERCE FOR THE  
WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

WHEREAS, on January 17, 2008, the City of Commerce submitted an application to the California Transportation Commission (CTC) for their Prop 1-B Trade Corridor Improvement Fund (TCIF). The application requested \$5.8 Million of the estimated \$32.0 Million required to perform all the improvements associated with widening and reconstruction of Washington Boulevard (the "Project"); and

WHEREAS, on April 10, 2008, the CTC approved the City's application for \$5.8 Million for the Project. On July 1, 2008, the City Council approved the required Project Baseline Agreement ("Agreement") between CTC, Caltrans and the City of Commerce; the CTC approved the Agreement on September 24, 2008. The Agreement was required in order for the City to receive the requested and approved funds; and

WHEREAS, on May 4, 2010, the City Council approved the Project EIR; and

WHEREAS, the time required to prepare the EIR has impacted the originally contemplated Project schedule; and

WHEREAS, on November 3, 2010, the CTC approved Amendment No. 1 to the Agreement in order to accommodate certain City requests; and

WHEREAS, on January 15, 2013, the City approved a request to modify the Project Programming Request; and

WHEREAS, due to various staff changes in the City and our funding partners, and a need to further modify the Project Programming Request, City staff and The Southern California Consensus Group are recommending that Amendment No. 2 to the Agreement be executed ; and

WHEREAS, the City Council desires to amend the Agreement, as recommended to ensure compliance with funding requirements and preserve all funding commitment.

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

Section 1. Amendment No. 2 to the Trade Corridor Improvement Fund Project Baseline Agreement between the CTC, the California Department of Transportation, and the City of Commerce for the Washington Boulevard Widening and Reconstruction Project is hereby approved. The Mayor is authorized to execute the Amendment on behalf of the City.

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

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

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk



**PROJECT PROGRAMMING REQUEST**

DTP-0001 (REV. 6/11)

General Instructions

<input type="checkbox"/> New Project		<input checked="" type="checkbox"/> Amendment (Existing Project)			Date:	08/13/13
District	EA	Project ID	PPNO	MPO ID	TCRP No.	
07			TC21	LAF1107		
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
LA				Commerce, City of		
				MPO	Element	
				SCAG	LA	
Project Mgr/Contact		Phone		E-mail Address		
Danilo Batson		(323)722-4814		DaniloB@ci.commerce.ca.us		
<b>Project Title</b>						
Washington Blvd Widening and Reconstruction						
<b>Location, Project Limits, Description, Scope of Work, Legislative Description</b>						
In the City of Commerce on Washington Boulevard from Route 5 on the east to just west of Indiana Street (I-710 Freeway). TCIF #21						
Component	Implementing Agency				Reimbursements	
PA&ED	Commerce, City of					
PS&E	Commerce, City of					
Right of Way	Commerce, City of					
Construction	Commerce, City of					
<b>Legislative Districts</b>						
Assembly:	50			Senate:	30	
Congressional:	34					
<b>Purpose and Need</b>						
Widen and reconstruct Washington Blvd by one additional lane in each direction, increase turning radii/shorten medians, reconstruct AC pavement with 10" thick PPC per PSR Soils Report, reconstruct railroad grade crossing at Commerce Way, update traffic signals/street lighting and improve sidewalks. Washington Blvd is a designated truck route and is a key link in the regional movement of goods from the Ports of Los Angeles and Long Beach to the intermodal terminals of the UP and BNSF Rail Yards in the Cities of Commerce and Vernon. Washington Boulevard operates at LOS F. Truck traffic has contributed to the deterioration/damage of the roadways, medians and curbs. The existing asphalt pavement is in critical condition, and hazards exist						
<b>Project Benefits</b>						
<b>Project Milestone</b>				Existing	Proposed	
Project Study Report Approved						
Begin Environmental (PA&ED) Phase				02/01/08		
Circulate Draft Environmental Document		Document Type		02/01/10	EIR	
Draft Project Report				06/01/08		
End Environmental Phase (PA&ED Milestone)				06/01/10		
Begin Design (PS&E) Phase				10/01/10	06/25/12	
End Design Phase (Ready to List for Advertisement Milestone)				10/01/11	10/31/13	
Begin Right of Way Phase				11/15/10	06/25/12	
End Right of Way Phase (Right of Way Certification Milestone)				10/01/11	10/31/13	
Begin Construction Phase (Contract Award Milestone)				12/01/11	02/01/14	
End Construction Phase (Construction Contract Acceptance Milestone)				12/01/12	02/01/15	
Begin Closeout Phase				02/01/13	04/01/15	
End Closeout Phase (Closeout Report)				05/01/13	07/01/15	

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**PROJECT PROGRAMMING REQUEST**

DTP-0001 (REV. 6/11)

Date: 08/13/13

District	County	Route	EA	Project ID	PPNO	TCRP No.
07	LA				TC21	
<b>Project Title:</b> Washington Blvd Widening and Reconstruction						

Existing Total Project Cost									Implementing Agency
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	
E&P (PA&ED)	39							39	Commerce, City of
PS&E	2,044							2,044	Commerce, City of
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,678							3,678	Commerce, City of
CON	14,902	9,375	1,962					26,239	Commerce, City of
<b>TOTAL</b>	<b>20,663</b>	<b>9,375</b>	<b>1,962</b>					<b>32,000</b>	

Proposed Total Project Cost									Implementing Agency
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	
E&P (PA&ED)	39							39	
PS&E	2,044		#REF!					#REF!	
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,678							3,678	
CON	9,102	9,375	4,862	2,900				26,239	
<b>TOTAL</b>	<b>14,863</b>	<b>9,375</b>	<b>#REF!</b>	<b>2,900</b>				<b>#REF!</b>	

<b>Fund No. 1:</b>	<b>State Bond - Trade Corridor Program (TCIF)</b>								<b>Program Code</b>
<b>Existing Funding</b>									20.XX.723.000
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	5,800							5,800	
<b>TOTAL</b>	<b>5,800</b>							<b>5,800</b>	
<b>Proposed Funding</b>									<b>Notes</b>
E&P (PA&ED)									Request CTC to advance construction funds to 13/14 and 14/15.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			2,900	2,900				5,800	
<b>TOTAL</b>			<b>2,900</b>	<b>2,900</b>				<b>5,800</b>	

<b>Fund No. 2:</b>	<b>Demo - High Priority Projects Program (DEMO-ST)</b>								<b>Program Code</b>
<b>Existing Funding</b>									20.30.010.680
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)									
PS&E	1,740							1,740	
R/W SUP (CT)									
CON SUP (CT)									
R/W	480							480	
CON									
<b>TOTAL</b>	<b>2,220</b>							<b>2,220</b>	
<b>Proposed Funding</b>									<b>Notes</b>
E&P (PA&ED)									Moving \$480,000.00 in Federal funding from ROW to PS&E to cover additional costs required to respond to Caltrans comments at I-5 & I-710.
PS&E	1,740		480					2,220	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>	<b>1,740</b>		<b>480</b>					<b>2,220</b>	

**PROJECT PROGRAMMING REQUEST**

DTP-0001 (REV. 6/11)

Date: 08/13/13

District	County	Route	EA	Project ID	PPNO	TCRP No.
07	LA				TC21	
<b>Project Title:</b> Washington Blvd Widening and Reconstruction						

<b>Fund No. 3:</b>	<b>FTA Funds - FTA 5307 (FHWA Transfer Funds) (5307_TR)</b>								<b>Program Code</b>
<b>Existing Funding</b>									FTA-TRANSIT
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)									
PS&E	90							90	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>	<b>90</b>							<b>90</b>	
<b>Proposed Funding</b>									<b>Notes</b>
E&P (PA&ED)									
PS&E	90							90	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>	<b>90</b>							<b>90</b>	

<b>Fund No. 4:</b>	<b>Local Funds - PROP "C" FUNDS (PC)</b>								<b>Program Code</b>
<b>Existing Funding</b>									20.10.400.100
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)									
PS&E	77							77	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	5,916	6,094	1,275					13,285	
<b>TOTAL</b>	<b>5,993</b>	<b>6,094</b>	<b>1,275</b>					<b>13,362</b>	
<b>Proposed Funding</b>									<b>Notes</b>
E&P (PA&ED)									
PS&E	77							77	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	5,916	6,094	1,275					13,285	
<b>TOTAL</b>	<b>5,993</b>	<b>6,094</b>	<b>1,275</b>					<b>13,362</b>	

<b>Fund No. 5:</b>	<b>Local Funds - Local Transportation Funds (LTF)</b>								<b>Program Code</b>
<b>Existing Funding</b>									20.10.400.100
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)	39							39	Commerce, City of
PS&E	137							137	
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,198							3,198	
CON	3,186	3,281	687					7,154	
<b>TOTAL</b>	<b>6,560</b>	<b>3,281</b>	<b>687</b>					<b>10,528</b>	
<b>Proposed Funding</b>									<b>Notes</b>
E&P (PA&ED)	39							39	
PS&E	137							137	
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,198							3,198	
CON	3,186	3,281	687					7,154	
<b>TOTAL</b>	<b>6,560</b>	<b>3,281</b>	<b>687</b>					<b>10,528</b>	



**PROJECT PROGRAMMING REQUEST**

DTP-0001 (REV. 6/11)

**Complete this page for amendments only**

Date: 08/13/13

District	County	Route	EA	Project ID	PPNO	TCRP
07	LA				TC21	

**SECTION 1 - All Projects**

**Project Background**

The City of Commerce (City) is the CEQA lead agency for the project. The project is located entirely within the City. The project involves the reconstruction of Washington Boulevard as well as other ancillary improvements. Project improvements will permit the addition of a single additional travel lane in each direction and other roadway improvements.

Washington Boulevard is a designated truck route and is a key link in the regional movement of goods from the Ports of Los Angeles and Long Beach to the intermodal terminals of the Union Pacific and Burlington Northern Santa Fe Rail Yards in the Cities of Commerce and Vernon. The portion of Washington Boulevard that is subject to the proposed

**Programming Change Requested**

The City of Commerce is requesting a schedule change to the construction start and completion dates.

**Reason for Proposed Change**

The initial delay to complete the EIR contributed to a delay in advertising the PS&E contract. Prior to awarding the PS&E Contract Caltrans required a pre-award audit. Due to staffing delays in the Sacramento Audit Department this audit took 3 months to complete. This schedule change is the result of additional Caltrans D-7 comments on the proposed improvements at the I-5 and I-710 ramps, which is delaying the approval of the PS&E.

**If proposed change will delay one or more components, clearly explain: 1) reason for delay, 2) cost increase related to the delay, and 3) how cost increase will be funded.**

There is no cost increase related to this shedule delay.

**Other Significant Information**

The City is moving \$480,000.00 in Federal funds currently allocated to the ROW Phase to PS&E to cover additional PS&E costs being incurrent in order to respond to Caltrans D-7 comments on the proposed improvements at the I-5 and I-710 ramps at Washington Blvd.

**SECTION 2 - For TCRP Projects Only**

- Alternative Project Request (Please follow Instructions at <http://www.dot.ca.gov/tcrp/LETTERguidelines>)
- Letter of No Prejudice (LONP) (Please follow Guidelines at <http://www.dot.ca.gov/tcrp/docs/042706.pdf>)

**SECTION 3 - All Projects**

**Approvals**

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.\*

Name (Print or Type)	Signature	Title	Date

**Attachments**

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map

