

**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.**

**NOTICE OF CONCURRENT SPECIAL 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")**

I, Lilia R. Leon, Mayor/Chairperson, do hereby call concurrent special 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") to convene at **6:30 p.m. on Monday, November 5, 2012**, in the Council Chambers, 5655 Jillson Street, Commerce, California.

The Council and Successor Agency will convene to consider the following matters on the attached agenda.

Dated: November 1, 2012

  
Lilia R. Leon  
Mayor/Chairperson

ATTEST:

  
Linda Kay Olivieri, MMC  
City Clerk/Secretary

**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.**

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

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

**MONDAY, NOVEMBER 5, 2012 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Leon

**PLEDGE OF ALLEGIANCE**

Loretta Gutierrez  
Interim Director of Community Services

**INVOCATION**

Councilmember/Board Member Altamirano

**ROLL CALL**

City Clerk/Secretary Olivieri

**APPEARANCES AND PRESENTATIONS**

**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.

1. Approval of Minutes

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Concurrent Adjourned Regular Meetings of Tuesday, October 16, 2012, held at 5:00 p.m.; Concurrent Regular Meetings of Tuesday, October 16, 2012, held at 6:30 p.m. and Concurrent Adjourned Regular Meetings of Monday, October 22, 2012, held at 5:00 p.m.

2. Approval of Warrant Register No. 8

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 8A, dated November 1, 2012, and No. 8B, for the period October 17, 2012, to October 31, 2012.

3. Financial Report through September 30, 2012

The **City Council** will consider for receipt and filing the financial report through September 30, 2012.

4. Approval and Issuance of Request for Proposals (“RFP”) for Professional Services for Telegraph Road Street Improvement Project in the City of Commerce

The **City Council** will consider for approval the Request for Proposals (“RFP”), as prepared by staff, for the Telegraph Road Street Improvement Project in the City of Commerce and authorizing Community Development Department staff to advertise for proposals.

5. A Resolution of the City Council of the City of Commerce, California, Approving a Release and Settlement Agreement with Burlington Northern and Santa Fe Railway Company

The **City Council** will consider for approval and adoption a proposed Resolution approving a Release and Settlement Agreement with Burlington Northern and Santa Fe Railway Company (“BNSF”) in settlement of the City’s claim for damages against BSNF in connection with a train derailment that occurred at the Commerce 26<sup>th</sup> Street MetroLink Station on February 23, 2012.

6. A Resolution of the City Council of the City of Commerce, California, Approving the Execution of the Third Amendment to Memorandum of Understanding – Washington Boulevard Widening and Reconstruction Project Between the City of Commerce and the Los Angeles County Metropolitan Transportation Authority

The **City Council** will consider approval and adoption a proposed Resolution approving a Third Amendment to Memorandum of

# CONCURRENT SPECIAL COUNCIL AND SUCCESSOR AGENCY AGENDA

11/5/2012 – 6:30 p.m.

Page 3 of 6

Understanding – Washington Boulevard Widening and Reconstruction Project between the City of Commerce and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”). The proposed Third Amendment extends the lapse date of funds programmed for the project for fiscal year 2010-11 to June 30, 2013 and for fiscal years 2007-08, 2009-10 and 2011-12 to June 30, 2014, and changes the LACMTA’s Project Manager.

7. A Resolution of the City Council of the City of Commerce, California, Approving the Cancellation of Goodrich Boulevard at Union Pacific Avenue et al. City of Commerce-County Cooperative Agreement No. 73584

The **City Council** will consider approval and adoption a proposed Resolution approving the cancellation of Goodrich Boulevard at Union Pacific Avenue City of Commerce-County Cooperative Agreement No. 73584 and having Los Angeles County return the City’s \$80,000 deposit. The subject agreement was entered into between the City and County in 2001 for the construction of wheelchair ramps and upgraded traffic signals at the intersections of Goodrich Boulevard and Union Pacific Avenue, Whittier Boulevard and Herbert Avenue, and Union Pacific Avenue and Herbert Avenue. Following an audit, the County discovered that it still has the City’s deposit and that the work under the Agreement was never started.

8. A Resolution of the City Council of the City of Commerce, California, Approving a Right of Entry/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 Entry/Hold Harmless Agreement with Los Angeles County Metropolitan Transportation Authority (“LACMTA”) allowing the City of Commerce *Citadel Outlets Express* buses entrance into LACMTA-owned property known as Patsaouras Transit Plaza (Union Station) and 420 Center Street – Jackson Street Terminal in Los Angeles.

The *Citadel Outlets Express* transit route stops at Union Station to board/alight passengers traveling to/from the City of Commerce and uses the Jackson Street Terminal in Los Angeles, as a driver recovery point.

## PUBLIC HEARINGS – None

## SCHEDULED MATTERS

9. Discussion Regarding Showcasing Local Business at City Council Meetings

At the request of Mayor Pro Tempore Baca Del Rio, the **City Council** will consider, and take appropriate action as deemed necessary, with respect to the viability of periodically showcasing a local Commerce business at regularly scheduled City Council meetings.

10. Crush Volleyball Program

At the request of Mayor Pro Tempore Baca Del Rio, due to increased community interest in the Crush Volleyball Program, the **City Council** will receive a report from staff on the expenses related to adding a third, unbudgeted team to the program and thereafter consider authorizing staff to add a third team, as requested by the community, and return at mid-year to request a budget allocation to replenish funds used to fully support all three new teams in the current fiscal year and providing further direction as deemed appropriate. Staff will further request a budget

allocation of \$25,000 for fiscal year 2013-2014 to support the new teams into the future.

**11. Update – Commerce Beautification Projects**

At the request of Mayor Pro Tempore Baca Del Rio, the **City Council** will consider, and take appropriate action as deemed necessary with respect to, an update on the progress of several Beautification Projects within the City of Commerce.

**12. Discussion Regarding Meeting with City Commissioners and Committee Members**

At the request of Mayor Leon, the **City Council** will discuss, and take the appropriate action as deemed necessary with respect to, holding a meeting with the City Commissioners and Committee Members.

**13. Approval of Bus Wrap Design for New Citadel Outlets Express Transit Route**

The **City Council** will consider, and take the appropriate action as deemed necessary with respect to, a bus wrap design for the new *Citadel Outlets Express* transit route.

The Citadel Outlets Express Route is a transit shuttle that will travel between downtown Los Angeles and the City of Commerce. This service shall operate seven days a week, sixteen hours per day. The bus wrap is designed to be a moving advertisement sign to market the Citadel Outlets, Commerce Casino and the City of Commerce.

**ORDINANCES AND RESOLUTIONS**

**14. An Ordinance of the City Council of the City of Commerce, California Amending Sections 5.04.121 (“Prosecution as Infraction”), 5.04.160 (“Two or More Businesses”), 5.05.020 (“Same-Application”), 5.05.110 (“Temporary Use Permits”), 5.05.120 (“Activities Included”), and 5.05.250 (“Unsocial Dancing”) of Title 5 (“Business License Code”) of the Commerce Municipal Code – Second Reading**

The **City Council** will consider for approval and adoption a proposed Ordinance amending Sections 5.04.121 (“Prosecution as Infraction”), 5.04.160 (“Two or More Businesses”), 5.05.020 (“Same-Application”), 5.05.110 (“Temporary Use Permits”), 5.05.120 (“Activities Included”), and 5.05.250 (“Unsocial Dancing”) of Title 5 (“Business License Code”) of the Commerce Municipal Code.

The proposed Ordinance was approved for first reading on October 16, 2012.

**15. An Ordinance of the City Council of the City of Commerce, California, Amending Chapter 5.09 (“Massage Establishments and Massage Technicians”) of the Commerce Municipal Code – First Reading**

The **City Council** will consider for first reading a proposed Ordinance amending various sections of Chapter 5.09 of the Commerce Municipal Code in order to update and clarify regulations relating to massage establishments and massage technicians.

The City Council continued this item from its meeting of October 16, 2012.

16. Resolution of the City Council of the City of Commerce, California, Approving the Negotiation and Execution of a Contract with E. Avico, Inc., of Los Angeles, California, Following the Successful Negotiation of Said Contract for the Construction of a New Emergency Operations Center (Cash Contract No. 1207)

The **City Council** will consider for approval and adoption a proposed Resolution approving the negotiation and execution of a Contract with E. Avico, Inc., of Los Angeles, California, following the successful negotiation of said Contract for the construction of a new Emergency Operations Center (Cash Contract No. 1207).

17. A Resolution of the Successor Agency to the Commerce Community Development Commission Approving an Agreement With Nagasaki & Associates for the Appraisal of Successor Agency Owned Property

Successor Agency staff has previously advised that appraisals will be needed for various properties that the Successor Agency will be required to dispose of pursuant to the requirements of AB 1X 26 and AB 1484.

The Successor Agency and Oversight Board have directed staff to solicit proposals for such appraisal work for the following properties located in the City of Commerce: (1) the southwest corner of Washington Boulevard and Telegraph Road (2.88 acres, former hotel site); (2) the northeast corner of Washington Boulevard and Telegraph Road (10 acres), and (3) the Urban Entertainment Center site (26 acres, located on Telegraph Road between The Citadel and the Commerce Casino).

The **Successor Agency** will consider for approval and adoption a proposed Resolution approving an Agreement with Nagasaki & Associates for the appraisal of the subject Successor Agency-owned properties.

18. A Resolution of the City Council of the City of Commerce, California, Approving the First Amendment to the Agreement with Redflex Traffic Systems for the Installation of a Red Light Photo Enforcement Program

The **City Council** will consider for approval and adoption a proposed Resolution approving the First Amendment to the Exclusive Agreement Between the City of Commerce and Redflex Traffic Systems, Inc. for Automated Red Light Photo Enforcement Cameras. The proposed First Amendment amends the term of the original Agreement as well as Exhibit A, relating to designated intersection approaches, and Exhibit D, relating to compensation and pricing.

### **CIP PROGRESS REPORT**

19. Fiscal Year 2012/2013 Capital Improvement Program Update

The City Council will receive an update on the fiscal year 2012/2013 Capital Improvement Program and thereafter consider said report for receipt and filing and provide appropriate direction as may be deemed necessary.

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

### **RECESS TO CLOSED SESSION – No Items**

**ADJOURNMENT**

Adjourn in memory of Jose Alvarado Sr., father of City Commissioner Jose Alvarado, Jr., to Tuesday, November 13, 2012, at 4:00 p.m. in the City 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: November 5, 2012

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** CITY FINANCIAL REPORT THROUGH THE MONTH OF  
SEPTEMBER 30, 2012

**RECOMMENDATION:**

Receive and file the Financial Report through the month of September 30, 2012.

**MOTION:**

Receive and file.

**ANALYSIS:**

The monthly progress report on the financial plan as approved by the City Council during the budget process is recapped and attached for your review. Details are on file in the Finance Department for any further review as necessary.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

This item is associated with Council's goal of making financially and economically sound decisions consistent with economic conditions.

Respectfully submitted,



Jorge Rifá  
City Administrator

Recommended by,



Vilko Domic  
Director of Finance / City Treasurer

Approved as to Form



Eduardo Olivo  
City Attorney

Attachment: Progress Report

DS/staff reports, city/Financial Rpts-Monthly/City/2012/AGFRCITY thru 9-30-12 11-5-12 VD



# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru September 30, 2012

<u>Classification</u>	<u>Adopted Budget</u>	(A)	<u>Balance</u>	<u>% Used/</u> <u>Rec'd</u>	(B)	(A - B)
		FY 12-13 <u>Actual</u>			FY 11-12 <u>Actual</u>	<u>Variance</u>
<b><u>REVENUES</u></b>						
Taxes	22,204,373	<b>1,363,304</b>	20,841,069	6.1%	1,344,416	<b>18,888</b>
Licenses & Permits	2,214,400	<b>333,323</b>	1,881,077	15.1%	296,882	<b>36,441</b>
Fines & Penalties	405,567	<b>93,435</b>	312,132	23.0%	68,020	<b>25,415</b>
Use of Money	295,290	<b>12,496</b>	282,794	4.2%	321,504	<b>(309,008) 1</b>
Other Agencies	1,035,967	<b>171,138</b>	864,829	16.5%	64,817	<b>106,321 2</b>
Current Charges	607,333	<b>1,064</b>	606,269	0.2%	143,456	<b>(142,392) 3</b>
Activities Fees	424,242	<b>114,809</b>	309,433	27.1%	150,092	<b>(35,283)</b>
Other Revenues	1,475,938	<b>599,124</b>	876,814	40.6%	258,940	<b>340,184 4</b>
Transfer From Other Funds	<u>21,319,500</u>	<u><b>5,329,875</b></u>	<u>15,989,625</u>	<u>25.0%</u>	<u>4,883,760</u>	<u><b>446,115 5</b></u>
<b>REVENUE TOTALS</b>	<b>\$49,982,610</b>	<b>\$8,018,568</b>	<b>\$41,964,042</b>	<b>16.0%</b>	<b>\$7,531,887</b>	<b>\$486,681</b>

1 - Dissolution of Redevelopment -- Interest lost on the outstanding loan between the City and the Commission

2 - Traffic Safety Fines were being recorded net of expenditures (agreement with Redflex) in prior years

3 - Dissolution of Redevelopment -- Admin Overhead charge no longer is applicable

4 - Water Rights agreement with the City of Whittier has been recognized for FY 12-13

5 - City Council adopted a increase in this category to address the projected budget shortfall for FY 12-13

# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru September 30, 2012

<u>Classification</u>	<u>Adopted Budget</u>	(A) FY 12-13 <u>Actual</u>	<u>Balance</u>	% Used/ <u>Rec'd</u>	(B) FY 11-12 <u>Actual</u>	(A - B) <u>Variance</u>
<b><u>EXPENSES</u></b>						
<b><u>Administration</u></b>						
City Council	157,911	<b>27,559</b>	130,352	17.5%	31,917	<b>(4,358)</b>
Administration	714,862	<b>146,381</b>	568,481	20.5%	104,931	<b>41,450 1</b>
Public Information	310,283	<b>63,229</b>	247,054	20.4%	72,147	<b>(8,918)</b>
Graphics & Printing	293,395	<b>53,464</b>	239,931	18.2%	55,665	<b>(2,201)</b>
<b>City Clerk</b>	353,228	<b>62,400</b>	290,828	17.7%	42,990	<b>19,410 1</b>
<b>Legal Services</b>	467,600	<b>32,904</b>	434,696	7.0%	17,259	<b>15,645</b>
<b>Human Resources</b>	861,165	<b>243,228</b>	617,937	28.2%	262,364	<b>(19,136) 2</b>
<b><u>Finance / Info Technology</u></b>						
City Treasurer	5,400	<b>595</b>	4,805	11.0%	2,761	<b>(2,166)</b>
Finance Administration	515,214	<b>105,384</b>	409,830	20.5%	87,121	<b>18,263 1</b>
Accounting	496,939	<b>80,507</b>	416,432	16.2%	67,221	<b>13,286 1</b>
Purchasing	329,303	<b>70,897</b>	258,406	21.5%	72,766	<b>(1,869)</b>
Information Technology	466,858	<b>72,514</b>	394,344	15.5%	62,661	<b>9,853</b>
Business License	176,565	<b>32,568</b>	143,997	18.4%	17,604	<b>14,964 1</b>
<b>TOTAL FINANCE</b>	<b>1,990,279</b>	<b>362,465</b>	<b>1,627,814</b>	<b>18.2%</b>	<b>310,134</b>	<b>52,331</b>
<b><u>Community Development</u></b>						
Planning Commission	5,650	<b>450</b>	5,200	8.0%	670	<b>(220)</b>
Community Dev - Admin	660,855	<b>143,541</b>	517,314	21.7%	103,037	<b>40,504 1</b>
Planning	317,506	<b>66,113</b>	251,393	20.8%	33,251	<b>32,862 1</b>
Building Department	604,324	<b>30,818</b>	573,506	5.1%	33,791	<b>(2,973)</b>
Code Enforcement	70,796	<b>12,763</b>	58,033	18.0%	25,931	<b>(13,168) 3</b>
Environmental Services	159,530	<b>24,276</b>	135,254	15.2%	23,146	<b>1,130</b>
<b>TOTAL COMMUNITY DEV</b>	<b>1,818,661</b>	<b>277,961</b>	<b>1,540,700</b>	<b>15.3%</b>	<b>219,826</b>	<b>58,135</b>

1 - Dissolution of Redevelopment -- Attributable to the General Fund absorbing salary/benefit costs

2 - More YES Program expenses recognized in the 1st quarter of FY 11-12 than this fiscal year

3 - F/T Code Enforcement Supervisor expenditures were incurred in FY 11-12 for this timeframe

# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru September 30, 2012

<u>Classification</u>	<u>Adopted Budget</u>	(A)	<u>Balance</u>	% Used/	(B)	(A - B)
		FY 12-13		Rec'd	FY 11-12	<u>Variance</u>
		<u>Actual</u>			<u>Actual</u>	
<b><u>Public Services</u></b>						
Traffic Commission	2,400	360	2,040	15.0%	480	(120)
Public Works Engineering	107,000	14,620	92,380	13.7%	-	14,620 4
Public Works Contracts	2,055,717	147,255	1,908,462	7.2%	128,668	18,587 4
Municipal Facilities Operation	2,228,499	459,885	1,768,614	20.6%	462,853	(2,968)
Street Maintenance	207,395	24,168	183,227	11.7%	49,990	(25,822) 4
Tree Maintenance	311,657	26,245	285,412	8.4%	35,134	(8,889)
Major Street Repairs	-	-	-	#DIV/0!	-	-
Major Facility Repairs	50,000	2,279	47,721	4.6%	-	2,279
<b>TOTAL PUBLIC SVCS</b>	<b>4,962,668</b>	<b>674,812</b>	<b>4,287,856</b>	<b>13.6%</b>	<b>677,125</b>	<b>(2,313)</b>
<b><u>Community Services</u></b>						
Emergency Preparedness	132,567	27,342	105,225	20.6%	25,183	2,159
Law Enforcement	5,684,919	2,851	5,682,068	0.1%	3,533	(682)
Animal Control	186,934	30,697	156,237	16.4%	28,380	2,317
Comm Safety Specialists	746,061	67,911	678,150	9.1%	128,344	(60,433) 5
Crossing Guards	191,088	16,729	174,359	8.8%	13,323	3,406
Fire Protection	8,732,946	2,235,003	6,497,943	25.6%	2,964,966	(729,963) 6
Community Svcs Commissio	2,850	485	2,365	17.0%	293	192
Community Svcs Admin	999,015	144,592	854,423	14.5%	193,205	(48,613) 7
Employment & Bus Dev Ctr	223,154	40,441	182,713	18.1%	41,770	(1,329)
<b>TOTAL COMMUNITY SVCS</b>	<b>16,899,534</b>	<b>2,566,051</b>	<b>14,333,483</b>	<b>15.2%</b>	<b>3,398,997</b>	<b>(832,946)</b>
<b><u>Library Services</u></b>						
Library Commission	3,550	360	3,190	10.1%	390	(30)
Education Commission	10,600	786	9,814	7.4%	551	235
Library Administration	319,003	50,472	268,531	15.8%	61,992	(11,520) 7
Central Library	429,448	78,319	351,129	18.2%	115,901	(37,582) 8
Childrens Services	318,858	66,032	252,826	20.7%	64,088	1,944
Atlantic Branch	306,796	59,409	247,387	19.4%	57,840	1,569
Bristow Park Branch	328,252	59,350	268,902	18.1%	65,658	(6,308)
Greenwood Branch	323,670	68,366	255,304	21.1%	65,716	2,650
Support Services	765,035	156,298	608,737	20.4%	159,831	(3,533)
Adult Literacy Program	162,451	33,959	128,492	20.9%	55,483	(21,524) 9
<b>TOTAL LIBRARY SVCS</b>	<b>2,967,663</b>	<b>573,351</b>	<b>2,394,312</b>	<b>19.3%</b>	<b>647,450</b>	<b>(74,099)</b>

4 - Timing of Invoices - Receipt of, submission for payment, and issuance of a check is not necessarily systemic

5 - FY 12-13 -- A FT position was eliminated and PT CSS understaffing

6 - FY 11-12 recognized 4 payments in that timeframe as opposed to 3 in this fiscal year

7 - Salary/Benefit expenses has decreased as a result of the Director position being vacant

8 - Salary/Benefit expenses has decreased as a result of the Library Services Supervisor position being vacant

9 - Salary/Benefit expenses has decreased as a result of the Literacy Services Manager position being vacant

# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru September 30, 2012

<u>Classification</u>	<u>Adopted Budget</u>	(A)	<u>Balance</u>	<u>% Used/</u> <u>Rec'd</u>	(B)	<u>(A - B)</u> <u>Variance</u>
		<u>FY 11-12</u> <u>Actual</u>			<u>FY 10-11</u> <u>Actual</u>	
<b><u>Parks &amp; Recreation</u></b>						
Parks & Rec Commission	2,500	40	2,460	1.6%	240	(200)
Parks & Recreation Admin	1,002,216	188,375	813,841	18.8%	234,081	(45,706) 7
Pre-School	88,145	1,641	86,504	1.9%	1,266	375
Kids Club Program	95,188	8,905	86,283	9.4%	7,912	993
Day Camps	88,144	73,080	15,064	82.9%	71,739	1,341
Recreation Operations	312,701	49,213	263,488	15.7%	47,087	2,126
Bandini Park	330,695	65,845	264,850	19.9%	71,004	(5,159)
Bristow Park	357,852	73,307	284,545	20.5%	93,404	(20,097) 10
Rosewood Park	444,437	108,406	336,031	24.4%	87,790	20,616 11
Veterans Park	399,054	66,417	332,637	16.6%	90,652	(24,235) 10
Special Events	123,808	12,705	111,103	10.3%	18,749	(6,044)
Parks & Recreation Activity	327,561	58,341	269,220	17.8%	52,149	6,192
Sports Program	288,063	51,153	236,910	17.8%	46,225	4,928
Senior Citizens Center	351,551	76,350	275,201	21.7%	79,268	(2,918)
Sr Citizens Commission	2,850	583	2,267	20.5%	479	104
Aquatorium	1,466,983	392,486	1,074,497	26.8%	397,533	(5,047)
Community Teen Center	312,889	68,004	244,885	21.7%	67,541	463
Youth Advisory Commission	3,894	-	3,894	0.0%	-	-
Park Maintenance	1,558,868	257,261	1,301,607	16.5%	273,607	(16,346) 12
Snack Bar	282,246	54,940	227,306	19.5%	61,064	(6,124)
Camp Commerce	644,498	171,547	472,951	26.6%	203,468	(31,921) 13
<b>TOTAL PARKS &amp; REC</b>	<b>8,484,143</b>	<b>1,778,599</b>	<b>6,705,544</b>	<b>21.0%</b>	<b>1,905,258</b>	<b>(126,659)</b>
<b><u>Non - Departmental</u></b>						
Employee Benefits	3,341,226	1,590,489	1,750,737	47.6%	1,456,870	133,619 14
General Services	5,337,537	1,113,563	4,223,974	20.9%	1,131,533	(17,970)
Community Promotions	69,650	3,684	65,966	5.3%	2,999	685
Transfers to Other Funds	1,236,853	707,258	529,595	57.2%	704,353	2,905
Debt Service	-	-	-	0.0%	37,380	(37,380) 15
<b>EXPENDITURE TOTALS</b>	<b>\$ 50,266,658</b>	<b>\$ 10,277,398</b>	<b>\$ 39,989,260</b>	<b>20.4%</b>	<b>\$ 11,079,198</b>	<b>\$ (801,800)</b>

7 - Salary/Benefit expenses has decreased as a result of the Director position being vacant; miscellaneous items

10 - As a result of budget retirements, some cost centers have been operating with 1 FT employee only

11 - Departmental reorganization resulted in an additional FT employee charged to this cost center for FY 12-13

12 - 2 FT employees are off on Workers Comp currently

13 - Attributable to 3 camp sessions being cancelled, lower repair work expenditures this fiscal year

14 - Workers Comp amount have increased approximately \$120,000 from the prior year

15 - The city paid off its obligation in FY 11-12



# AGENDA REPORT

DATE: November 5, 2012

TO: HONORABLE CITY COUNCIL  
 FROM: CITY ADMINISTRATOR  
 SUBJECT: APPROVAL AND ISSUANCE OF REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES – TELEGRAPH ROAD STREET IMPROVEMENT PROJECT

**RECOMMENDATION:**

That the City Council approve and issue the Request for Proposals for Professional Services – Telegraph Road Street Improvement Project, as prepared by staff.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND/ ANALYSIS:**

On January 28, 2010, the I-5 Consortium Cities Joint Powers Authority (“Consortium”) entered into a Proposition C Memorandum of Understanding (“Grant Agreement”) with the Los Angeles County Metropolitan Transportation Authority, by which the Consortium will receive Six Million Six Hundred Forty-Five Thousand dollars (\$6,645,000) for the I-5 pre-construction mitigation project (“Project”).

On March 22, 2012, the Grant Agreement was amended to add an additional segment of the Project, Sub-Project 500. Sub-Project 500 included the rehabilitation of Telegraph Road, including portions between the Atlantic/Eastern Intersection south to the City limit of the City of Commerce (the “City”). The Consortium previously entered into subrecipient agreements with the City of Norwalk, the City of La Mirada, and the City of Santa Fe Springs to complete certain engineering, construction and management services for the Project. The Consortium now desires to enter into a subrecipient agreement with the City to complete certain engineering, construction and management services for the rehabilitation of Telegraph Road.

Pursuant to the agreement, the Consortium will reimburse the City a total cost of One Million Eight Hundred Fifty Thousand dollars (\$1,850,000) for the design and engineering, public works inspection, construction management, materials acceptance and testing, and construction services. In return, the City will provide the professional services required to implement the Project.

On August 6, 2012, the City Council approved the subrecipient agreement between the City of Commerce and the I-5 Consortium Cities Joint Powers Authority. Below is the project schedule:

November 2012	Approve & Issue RFP for Professional Services (30 days)
December 2012	Proposals Due Date
Dec. 2012 & Jan. 2013	Review Proposals & Select Top Candidates
February 2013	Interview Top Candidates (if needed)
March 2013	Award Professional Services Agreements
April 2013	Begin Design & Engineering Work
October 2013	Complete Plans, Specifications & Estimates (PS&E)
November 2013	City Review & Comment to PS&E
December 2013	Approve & Issue Project PS&E (30 days)
January 2014	Bids Due Date
February 2014	Award Construction Contract
March 2014	Begin Construction
September 2014	Complete Work
December 2014	MTA Closeout/MTA Final Invoice

FISCAL IMPACT:

It is estimated that the City will not incur additional costs for the Project; however, this may change after a thorough geotechnical evaluation of the existing pavement substructure is performed. If there are any changes in the Project estimated cost, staff will return to Council for direction. In any event, staff is prepared to deliver a completed project inclusive of all costs for \$1,850,000.

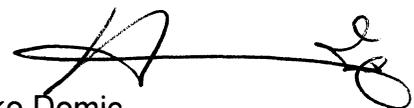
Respectfully submitted:

  
Jorge Rifa  
City Administrator

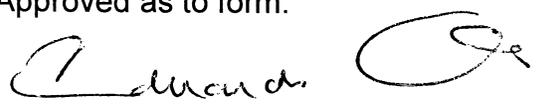
Prepared and recommended by:

  
Danilo Batson  
Assistant Director of Public Services

Fiscal impact reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney

**REQUEST FOR PROPOSALS (RFP)  
FOR PROFESSIONAL SERVICES  
FOR TELEGRAPH ROAD STREET REHABILITATION PROJECT  
IN THE CITY OF COMMERCE**

**Proposal Due Date**

In order to be considered in the selection process, interested parties shall submit five (5) copies of their Proposal no later than **10:00AM December 17, 2012** to:

Name: Danilo Batson  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040  
E-mail: danilob@ci.commerce.ca.us  
Tel: (323) 722-4805; Fax: (323) 888-6537

Late proposals will not be accepted.

**A non-mandatory Pre-Bid Meeting has been scheduled for November 20, 2012 at 10:00 a.m.  
in the Emergency Operations Center Room**

All inquiries to this RFP must be submitted in writing to the above person e-mail address, no later than 5:00PM December 4, 2012.

## **INTRODUCTION AND PROJECT DESCRIPTION**

The City of Commerce is soliciting Proposals (hereinafter referred to as RFP) from qualified firms to provide professional: 1) engineering services, 2) construction management, 3) deputy public works inspection, and 4) materials testing for the **Telegraph Road Street Rehabilitation Project**. The City of Commerce has secured funds from the I-5 Consortium Cities Joint Powers Authority y (I-5 JPA) to complete this project. The project will be administered in accordance with Caltrans Local Assistance Procedures Manual (LAPM) and all other applicable regulations. The project shall meet all relevant laws and requirements including the California Environmental Quality Act (CEQA) and constructed in accordance with the Local Assistance Procedures Manual (LAPM), including the latest California MUTCD manual. The total project budget is \$1,800,000.

## **SCOPE OF WORK**

The project involves the pavement rehabilitation of Telegraph Road as well as other ancillary improvements. The selected consultants shall provide one of the following professional services:

- 1) Design and Engineering Services – provide all labor, equipment, materials and incidentals to prepare the project PS&E (plans, specifications and estimates) bid package. The scope of work includes preparation of PS&E bid package, all necessary streets, sidewalks and traffic surveys, performing all soil and geotechnical surveys, traffic index calculations, etc, required for the preparation of the PS&E and bid packaged. The plans shall show all existing underground and overhead utilities (manholes, valves, survey monuments, poles, etc.) and any other utility on the existing pavement that may impact final design and construction of improvements. In addition to the design plans for the proposed

**CITY OF COMMERCE – RFP FOR PROFESSIONAL SERVICES FOR TELEGRAPH ROAD STREET  
REHABILITATION PROJECT**

---

improvements, the PS&E package shall also include detailed traffic control plans. The consultant shall also prepare striping plans showing restoration of the striping after any improvements. Consultant shall be responsible to send out preliminary utility notices to all utility companies. The consultant shall prepare the specifications in compliance with the Standard Specifications for Public Works latest edition (Green Book). The consultant shall be available as necessary to answer questions received from bidders during bidding process. The consultant shall not be responsible for the inspection and construction management services, as such services will be provided by the City or other Consultant. However, the consultant shall answer any questions related to his plans during construction.

- 2) Construction Management Services – provide all labor, equipment, tools, materials and incidentals require for the implementation and coordination of all construction activities of this pavement improvement project. Oversee and coordinate project resource allocations with the onsite public works inspector, the project engineer and the materials testing firms for the project. Develop a master construction schedule, and monitoring and updating construction schedule. Coordinate any “Specialty inspection and testing” for pavement/materials that may be required per the City’s Quality Assurance Plan (QAP) and Caltrans LAPM. Ensure utility coordination. Schedule regular site meetings (if required). Coordinate close out of the project. Deliver a final completed project to the City which is in compliance with PS&E package, and all applicable codes, standards and requirements. Present to the City a complete project close out file.
  
- 3) Public Works Inspection – provide all labor, equipment, tools, materials and incidentals require for the performance of the daily inspection of the project, in order to ensure compliance with all applicable codes and regulations. Function as City Engineer’s Extension during construction activities.. Review of contractor’s construction survey and staking. Monitor, inspect and record maintenance of traffic and traffic control devices during construction. Site inspection of all necessary construction components. Public involvement and notification. Ensure that all notices (including no parking notification) are posted or distributed in accordance with the project’s Plans and Specifications. Ensure contractor’s coordinate with local residents, schools and businesses, and attendance of public meetings related to the project. Schedule regular site meetings (if required). Maintain inspection related documentation which shall include daily reports, inspection memos, notices of not compliance, logs, project photos, and as-built drawings per LAPM guidelines. Review contractor change order requests, and prepare necessary documentation for submittal and approval or denial by the City. Review contractor’s pay requests and prepare necessary documentation for submittal and approval by the City. Manage all construction activities and project controls. Conduct project walk-through(s) and preparing punch list(s). Maintain proper project files and documentation.
  
- 4) Materials Testing Services – provide all labor, equipment, tools, materials and incidentals required for construction materials and soils acceptance and independent assurance testing services for the project as required by the City of Commerce’s Quality Assurance Plan (QAP) and Caltrans LAPM procedures and requirements for projects of this nature. Coordinate all testing and sampling activities with the onsite public works inspector, the construction manager and project engineer. The laboratory performing the construction materials and soils testing and all samples and all testers must possess valid and current certifications as required by Caltrans

**The above scope of work listed for each position or type of service is not intend to be all inclusive or completed. They are intended only as general guidelines for interested or**

**CITY OF COMMERCE – RFP FOR PROFESSIONAL SERVICES FOR TELEGRAPH ROAD STREET  
REHABILITATION PROJECT**

---

**prospective Proposers/Consultants.**

The segment of Telegraph Road that is subject to the proposed improvements extends from the start of the asphalt pavement just south of Atlantic Boulevard to the southern City limit with the City of Downey. (See Attachment 1 – Overall Project Map). This roadway segment is approximately 1.83 miles. The project is located entirely within the corporate boundaries of the City of Commerce.

Proposed improvements include, but not limited to:

- Asphalt pavement rehabilitation and repairs;
- Sidewalk, ADA ramps, curb and gutter improvements or repairs;
- Storm drain improvements;
- Signage improvements;
- Intersection and railroad crossing improvements;
- Striping, crosswalk, and pedestrian improvements;
- And other related improvements.

The RFP and all attachments (contained on Project CD) shall be used in the project design and preparation of the PS&E bid package. The Project CD includes the following items and attachments:

- Project Request For Proposal
- Attachment 1: Overall Project Map
- Attachment 2: City Standard Contract

**GENERAL TERMS AND CONDITIONS**

Attachment 2 contains a copy of the anticipated contract the selected consultant will be required to sign for this project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Attachment 2 (or their objections to specific parts of Attachment 2) as a mechanism to expedite the contract negotiation process.

The Consultant will be required to maintain in force at all times during the performance of their work the following policy or policies of insurance covering its operations:

- a. Comprehensive General Liability, including contractual liability, products and completed operations and business automobile liability, all of which will include coverage for both bodily injury and property damage with a combined single limit of \$2,000,000. The City shall be named as “additional insured” on all policies required to be furnished.
- b. Professional liability coverage with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.
- c. Workers’ Compensation coverage at statutory limits.
- d. The Consultant shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors, and have adequate insurance to cover such negligent acts, errors and omissions with limits of 2,000,000 dollars.

**CONSULTANT SELECTION**

The City will evaluate the proposals submitted, and select the most qualified consultant for the project. In evaluating the proposals, the City will consider the following factors:

- Completeness of the Proposals and compliance with the required format.

**CITY OF COMMERCE – RFP FOR PROFESSIONAL SERVICES FOR TELEGRAPH ROAD STREET  
REHABILITATION PROJECT**

---

- Project understanding, scope and approach to develop the project efficiently.
- Experience in federally Funded Project Requirements and Process.
- Knowledge in Public Agency Procedures and Requirements.
- Experience in similar projects.
- References and performance records on similar assignments.

The City may invite the top firms or candidates for interviews and presentation of their proposals.

**REQUIRED FORMAT FOR PROPOSAL SUBMITTAL**

Proposals shall not exceed 100 pages in length, and shall include the following information:

- **Scope of Work:** The Consultant shall include in its proposal a detailed scope of work and understanding of the process to undertake such complex projects and complete it in compliance with all applicable rules, regulations, standards and requirements.
- **Schedule:** Due to funding deadlines, the project construction shall be completed by March 31, 2016.
- **Fee:** Provide fee, in a separate and sealed-envelope. Fee shall be broken as follows:
- **Project Staff Qualifications:** Provide an organization chart showing the names and responsibilities of key personnel. Provide resumes of the key project staff members.
- **References:** Provide 5 letters of recommendations and 5 public agency references for past similar projects.
- **Company Qualifications:** Provide a summary of your firm's general qualifications and service capabilities.

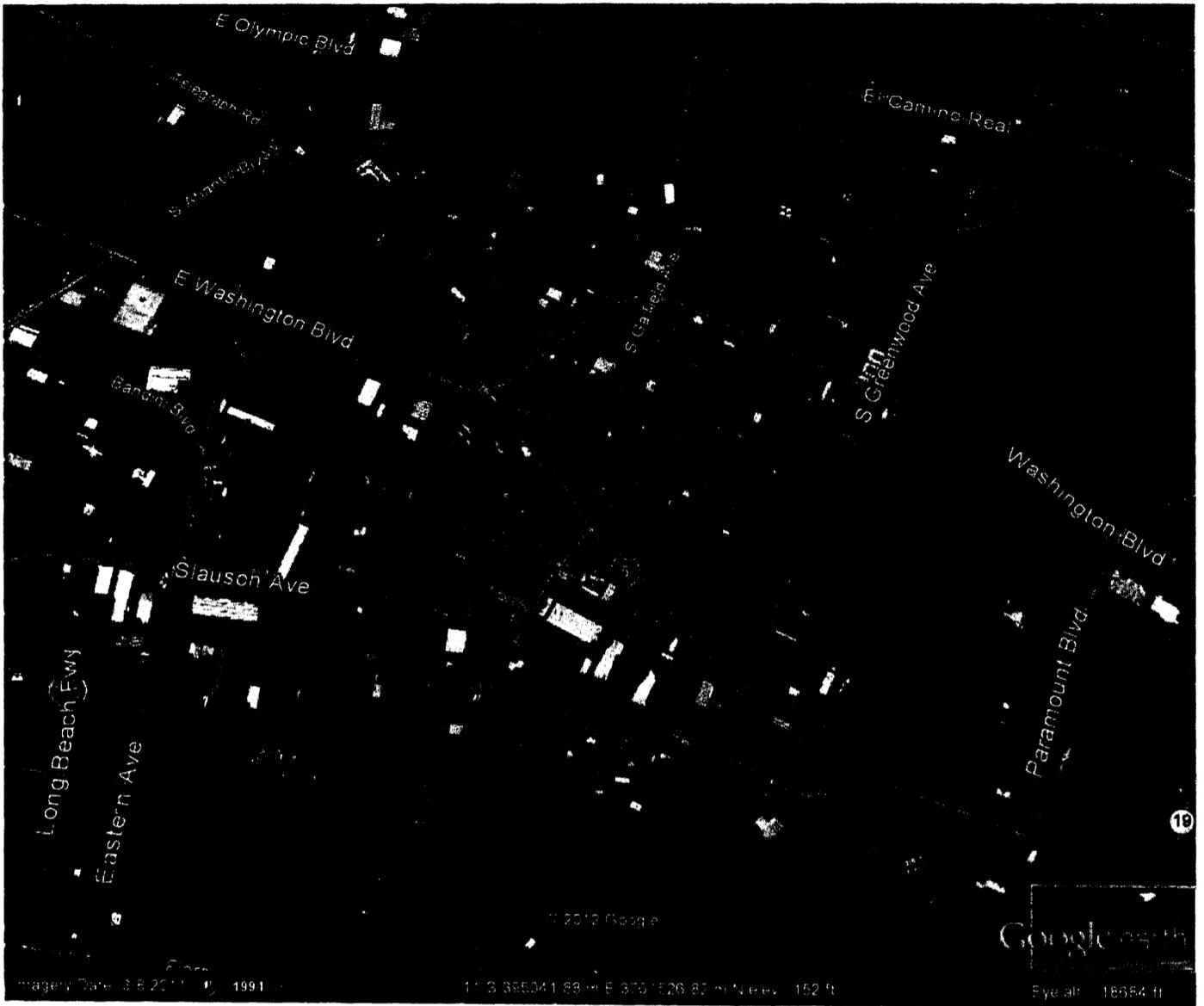
**PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP**

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

- Attachment 1: Overall Project Map
- Attachment 2: City Standard Contract

**TELEGRAPH ROAD STREET IMPROVEMENT PROJECT  
(VICINITY MAP)**



Telegraph Road A/C Pavement area shown in red, approximately 1.83 miles.

**ATTACHMENT 2**  
**SAMPLE CITY CONTRACT**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, ("Effective Date") is by and between \_\_\_\_\_ ("CONSULTANT") located at \_\_\_\_\_ and the City of Commerce, a Municipal Corporation ("CITY") located at 2535 Commerce Way, Commerce CA 90040;

**WITNESSETH**

This Agreement is made and entered into with respect to the following facts:

WHEREAS, the City has determined that it requires the services of a professional that can provide professional engineering and design services for the Washington Boulevard Improvement Project;

WHEREAS, the City desires to have a contract in place for these services prior to implementation and construction of said project;

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

1. Scope of Services and Schedule of Performance

CONSULTANT shall provide City with such professional services as are set forth in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by this reference. NOTE: the Appendices that are prepared in response to the RFP and/or the Proposal by the successful bidder will be used as the Scope of Services attachment.

2. Warranty

CONSULTANT warrants that the services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the services were rendered.

3. Term of Agreement

The term of this Agreement shall be for an initial one year period. The City shall have the option to extend the Agreement for two one-year terms. If the City desires to

exercise such option(s), the City shall advise CONSULTANT at least thirty (30) days prior to the expiration of the initial term or the initial option period.

#### 4. Compensation and Payment

4.1. So long as CONSULTANT is discharging CONSULTANT's obligations in conformance with the terms of this Agreement, CONSULTANT shall be paid such compensation rates as are set forth in CONSULTANT's ***[insert CONSULTANT's fee schedule date]*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference. CONSULTANT will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by City.

4.2. Such fees shall be payable following receipt of an itemized invoice for services rendered submitted to City in a timely manner. CONSULTANT shall send and address its bill for fees, expenses, and costs to City to the attention of the City Administrator upon completion of services invoiced to City on a monthly basis.

4.3. Payment by the City to CONSULTANT shall be within 30-days of receipt of approved invoices. Payments will be based on approved invoices which include all required reports and detailed back-up information on all expenses. City shall pay the full amount of such invoice; provided, however, that if City or its City Administrator object to any portion of an invoice, City shall notify CONSULTANT of City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice.

#### 5. Financial Records

CONSULTANT shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible for audit or examination. CONSULTANT shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of four (4) years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

#### 6. Right of Termination

6.1. City may in its sole discretion terminate this Agreement by providing CONSULTANT with a thirty (30) day written notice.

6.2. CONSULTANT may terminate this Agreement by giving the City a 60-day advance written notice if such termination is necessary.

6.3. With the 60-day written notice of termination, CONSULTANT shall give City a written explanation of the reason that the CONSULTANT believes termination is necessary, and cooperate with the City in an effort to resolve the issue.

6.4. Termination by either party hereunder, shall not relieve CONSULTANT from providing services required to be performed up to the effective date of such termination, nor relieve City of its duty to pay the approved costs, prorated as necessary, to the effective date of such termination, or any other reimbursements, fees or expenses to be paid to CONSULTANT by the terms of this Agreement.

7. Independent CONSULTANT

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

8. CONSULTANT to Provide Required Personnel; Subcontracting

CONSULTANT shall provide and direct the necessary qualified personnel to perform the services required of and from it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the services are rendered, and to the reasonable satisfaction of City. CONSULTANT may not have a subconsultant perform any services required under this Agreement unless the subconsultant is first approved and authorized to perform such work by the City.

9. Responsible Principal and Project Manager

CONSULTANT shall be required to identify a Project Manager for CONSULTANT who shall be responsible for complying with CONSULTANT's obligations under this Agreement and shall serve as principal liaison between City and CONSULTANT. Designation of another responsible principal or project manager by CONSULTANT shall not be made without the prior written consent of City.

10. City Liaison

CONSULTANT shall direct all communications to the Director of Community

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

11. Licenses

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

12. Compliance with Laws

CONSULTANT shall, and shall ensure that its employees and sub-CONSULTANTS comply with all applicable City, county, state, and federal laws and regulations (including occupational safety laws and regulations) in performing the services required under this Agreement, and shall comply with any directions of governmental agencies and City relating to safety, security, and the like as they pertain to the performance of this Agreement.

13. Insurance

CONSULTANT shall maintain insurance and provide evidence thereof as required by Exhibit C hereto (the "Required Insurance"). CONSULTANT shall also require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Indemnification

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

14.2. City shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due City from CONSULTANT as a result of CONSULTANT's failure to pay City promptly any indemnification arising under this Section and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.3. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subconsultants or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.4. City does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

#### 15. Confidentiality

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

#### 16. Ownership of Documents

All original documents, designs, drawings, methodological explanations, computer

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

17. Data and Services to be Furnished by City

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

18. Covenant Against Contingent Fees

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

19. Conflict of Interest

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

20. Other Agreements

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

21. Waiver of Breach

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

22. No Discrimination

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. Captions

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

24. Waiver

The waiver by City or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or CONSULTANT unless in writing.

25. Cumulative Remedies

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be San Bernardino County, California.

26. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by CONSULTANT. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

27. Attorneys' Fees

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

28. Notices

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

For City:  
City of Commerce  
2535 Commerce Way  
Commerce, California 90040  
Attn: City Administrator

For CONSULTANT:

XXXXX

XXXXX

XXXXX

Attn: XXXXX

Notice shall be deemed received three (3) days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is affected.

29. Governing Law

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

30. Severability

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

31. No Construction of Agreement Against any Party

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

32. Entire Agreement and Amendments to Agreement

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

33. No Representations Except as Expressly Stated in this Agreement

Except as expressly stated in this Agreement, no Party, nor its employees, agents or attorneys have made any statement or representation to any other Party or its

employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each Party does not rely upon any statement, representation and/or promise of any other Party, its respective employees, agents or attorneys in executing this Agreement.

34. Counterpart Signatures

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

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

**CITY OF COMMERCE**

DATED: \_\_\_\_\_

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

Lilia R. Leon  
Mayor

ATTEST:

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

**("CONSULTANT")**

**XXXXXXX**

DATED: \_\_\_\_\_

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

XXXX

APPROVED AS TO FORM

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

## EXHIBIT C

### REQUIRED INSURANCE

On or before beginning any of the services called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to City. Such insurance shall not be in derogation of CONSULTANT's obligations to provide indemnity under Section 18 of this Agreement.

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

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

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

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

2. Errors And Omissions Insurance Coverage

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

3. Worker's Compensation

Before execution of the Agreement, CONSULTANT shall file with the City the following signed certification:

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".

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

4. Additional Insureds

The City of Commerce, their officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONSULTANT. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. Cancellation Clause

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

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

6. Severability Clause

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

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

7. Qualifications of Insurer

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

8. Approval of Insurer

The insurance carrier providing the insurance shall be chosen by CONSULTANT

subject to approval by City, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums

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

10. Evidence of Insurance and Claims

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



# AGENDA REPORT

MEETING DATE: November 5, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A RELEASE AND SETTLEMENT AGREEMENT WITH THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

RECOMMENDATION:

Approve and adopt the Resolution approving a release and settlement agreement with Burlington Northern and Santa Fe Railway Company and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND/ANALYSIS:

As part of the FY 2010/11 Capital Improvement Project (CIP) Budget, the City Council appropriated \$250,000 for various upgrade and improvements at the Commerce MetroLink Station located on 26<sup>th</sup> Street. The existing station was built in 1993 and no major improvements have been performed to the station since its construction. There are several aspects of the station that need attention in order to meet current ADA requirements, energy conservation, and make the station easier to locate and use.

On December 21, 2010, the City Council awarded a Professional Services Agreement to TMAD Taylor & Gaines for design and engineering services in the amount of \$19,500 and established a project contingency of 15% or \$2,925.

On August 24, 2011, the project was placed on hold after being informed by the Transportation Department that the proposed grant funds had not be appropriated by Los Angeles County Metropolitan Transportation Authority (LACMTA).

On February 23, 2012, at approximately 10:15 p.m., a minor slow speed derailment of a train owned by the Burlington Northern and Santa Fe Railway ("BNSF") occurred at the Commerce 26<sup>th</sup> Street MetroLink Station. According to the BNSF Director of Public Affairs Lena Kent, the train originated from Chicago carrying numerous cars. A total of nine cars derailed at low speed impacting 500 feet of the tracks. A partial street closure was set up at the entrance of 26<sup>th</sup> Street and Garfield Avenue.

On June 19, 2012, as part of the FY 2012/13 Capital Improvement Program, the City Council appropriated \$250,000 for various improvements at the Commerce 26<sup>th</sup> Street Station MetroLink Station.

The cause of the derailment is still unknown and is currently under investigation. We will continue to monitor the investigation to review the findings when completed by BNSF.

Damages to and near the station included: a Southern California Edison (SCE) pole and electrical service for the station; approximately 500 feet chain link fence (including support posts); concrete sidewalks, curbs, stairs, walkways; asphalt pavement (road and parking lot), concrete parking stall wheel stops, pavement and parking lot markings, and signage (various signs and poles). A cost estimate for the damages resulting from the train derailment was submitted to BNSF Railway, including cost for L.A. County Public Works to deliver barricades (per BNSF Police request).

The City submitted a claim to BNSF for the damages. The BNSF has agreed to settle the claim for \$41,769.70, which is the amount of the estimate provided by Martinez Concrete, Inc. to the City. Therefore, staff recommends approval of the Release and Settlement Agreement.

Once funds have been received, staff will incorporate these repairs into the 26<sup>th</sup> Street MetroLink Station Project in the FY 2012/13 Capital Improvement Program Budget which is now fully-funded by LACMTA. For general safety and security, staff recommends the installation of the perimeter chain-link fence be carried out as soon as the funds are available.

If Council approves this item and the proposed plan to incorporate the repairs due to the train derailment into the Services Agreement with TMAD Taylor & Gaines, the following project timeline will be followed:

December 2012	An amendment to TMAD Agreement for added services & scope
February 2013	Approve & Issue Project Plans & Specifications
March 2013	Award Construction Contract
April 2013	Begin Work
June 2013	Complete Work

**FISCAL IMPACT:**

On June 19, 2012, as part of the FY 2012/13 Capital Improvement Program, the City Council appropriated \$250,000 for various improvements at the Commerce 26<sup>th</sup> Street Station MetroLink Station, as follows:

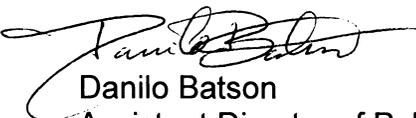
\$ 30,000 – Administration & Construction Management  
\$ 50,000 – Design & Engineering  
\$100,000 – Construction  
\$250,000 – Total Budget (PTMISEA Prop 1-B funds)

Funds from the settlement agreement will be placed in the 26<sup>th</sup> Street MetroLink Station Project Account.

**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.

Recommended and prepared by:

  
Danilo Batson  
Assistant Director of Public Services

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Fiscal impact reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING A RELEASE AND SETTLEMENT AGREEMENT WITH  
BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

WHEREAS, the City filed a claim for damages with BSNF in connection with a Burlington Northern and Santa Fe Railway ("BNSF") train derailment at the Commerce 26<sup>th</sup> MetroLink Station on February 23, 2012; and

WHEREAS, the BNSF has agreed to pay the City \$41,769.70 for the damages incurred.

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

Section 1. The Release and Settlement Agreement with BNSF Railway Company 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 \_\_\_\_\_, 2012.

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

ATTEST:

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





**BNSF RAILWAY COMPANY  
RELEASE AND SETTLEMENT AGREEMENT**

**Property Damage Claim**

**FOR THE SOLE CONSIDERATION OF THE PAYMENT OF**

**Forty One Thousand Seven Hundred Sixty Nine and 70/100 Dollars (\$ 41,769.70 )**, the receipt and sufficiency of which is hereby acknowledged, I, Lilia R. Leon **on behalf of The City of Commerce, CA** release and forever discharge BNSF Railway Company and its predecessor or successor companies, affiliated, related, subsidiary, and parent companies, specifically including any officers, directors, employees or agents of said companies and their attorneys from all claims for loss or damage to property, if any, whether known or unknown to me at the present time, arising out of a train derailment on or about February 23, 2012 at or near the **Metrolink Train station located at/near 6422 E 26<sup>th</sup> Street Commerce, CA 90040.**

It is expressly agreed and understood that this is a compromise settlement of a disputed claim and not an admission of liability by BNSF Railway Company, and/or any predecessor or successors companies, affiliated, related, subsidiary, and parent companies, and it is understood that said parties deny liability. I understand that these representations were material to the payment of the consideration given, and material to all terms and conditions of this Agreement.

I further acknowledge and agree that in entering into this settlement, and agreeing to the terms and conditions contained in this document, I have not relied upon any statement, representation, or claim made by any agent, employee or representative of BNSF Railway Company including the representative negotiating this settlement, other than payment of the consideration mentioned in this document.

---

---

Signed at Commerce City Hall, this \*\*\* 5th. \*\*\*\* Day of November, 2012

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Signature \_\_\_\_\_  
**On behalf of The City of Commerce**

APPROVED AS TO FORM:

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





# AGENDA REPORT

MEETING DATE: November 5, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE EXECUTION OF THE THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING – WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT BETWEEN THE CITY OF COMMERCE AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

## RECOMMENDATION:

The City Council will consider for approval and adoption a proposed Resolution approving a Third Amendment to the Memorandum of Understanding – Washington Boulevard Widening and Reconstruction Project between the City of Commerce and the Los Angeles County Metropolitan Authority extending the lapse date of all funds to June 30, 2014 and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

On January 25, 2007, the City of Commerce submitted an application with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for their 2007 Call for Projects. The application asked for \$17.8 million of the estimated \$32.0 million required to perform all the improvements associated with widening and reconstructing Washington Boulevard.

On September 27, 2007, the LACMTA Board of Directors approved a one-time grant funds in the amount of \$13,362,000 for Washington Boulevard. The project boundaries are Washington Boulevard from westerly City limits (with Vernon) to the I-5 Freeway.

At its meeting of February 19, 2008, the City Council approved the execution of the Memorandum of Understanding (MOU) between the City of Commerce and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Washington Boulevard.

LACMTA programmed the funds for this project over a 5-year period, as follows:

Fiscal Year	Programmed Funds (Prop. C 25%)
FY 2007/08	\$77,000
FY 2008/09	\$0
FY 2009/10	\$5,916,000
FY 2010/11	\$6,094,000
FY 2011/12	\$1,275,000
TOTAL	\$13,362,000

On August 13, 2010, the LACMTA transmitted a request for approval of the First Amendment to the MOU. The amendment extends only the lapse date of funds programmed in FY 2007/08 from June 30, 2009 to June 30, 2011.

On September 7, 2010, the City Council approved the execution of the First Amendment to this Memorandum of Understanding.

On October 18, 2011, the City Council approved the execution of the Second Amendment to this Memorandum of Understanding.

On October 3, 2012, the LACMTA transmitted a request for approval of the Third Amendment to the MOU. The amendment extends the lapse date of funds programmed for FY 2010-11 to June 30, 2013 and funds programmed for FY 2007-08, FY 2009-10 and FY 2011-12 to June 30, 2014. The amendment also changes the LACMTA's Project Manager to Lucy Olmos.

**ANALYSIS:**

Since the amendment extends the lapse date of all programmed funds to June 30, 2014, which is beneficial to both parties, staff is recommending City Council's consideration and approval of the Third Amendment.

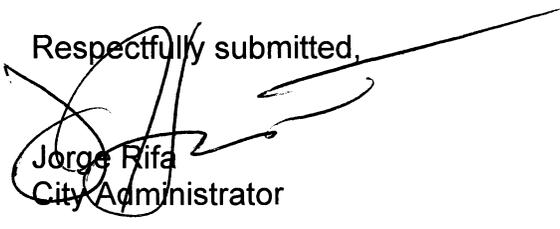
**FISCAL IMPACT:**

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2008/09, FY 2009/10, FY 2010/11, FY 2011/12 and FY 2012/13 Capital Improvement Program Budgets.

**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,



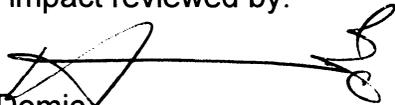
Jorge Rifa  
City Administrator

Recommended and prepared by:



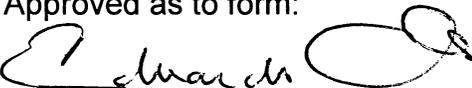
Danilo Batson  
Assistant Director of Public Services

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 THE EXECUTION OF THE THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING – WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT BETWEEN THE CITY OF COMMERCE AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

WHEREAS, the City of Commerce and Los Angeles County Metropolitan Transportation Authority (LACMTA) entered into that certain Memorandum of Understanding No. MOU.P00F1107, dated December 31, 2007, which was amended on July 15, 2010 and August 12, 2011 (as amended, the "Existing MOU"), which Existing MOU provides for the Washington Boulevard Widening and Reconstruction Project; and

WHEREAS, LACMTA Board on July 26, 2012, desires to extend the lapsing date of Funds programmed for FY 2010-11 are subject to lapse on June, 2013 and Funds programmed for FY 2007-08, FY 2009-10 and FY 2011-12 are subject to lapse on June 30, 2014, and

WHEREAS, the City of Commerce and LACMTA desire to amend the existing MOU as provided herein.

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

Section 1. The Third Amendment to the Memorandum of Understanding is hereby approved.

Section 2. That the Mayor is hereby authorized and directed on behalf of the City of Commerce to execute the Third Amendment to the MOU.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

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





**Metro**

2012 OCT -9 PM 2:45

October 3, 2012

Mr. Danilo Batson  
Project Manager  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

RE: Amendment 3 to Memorandum of Understanding – Washington Boulevard  
Widening and Reconstruction

Dear Mr. Batson:

Enclosed please find three original Amendments to the Memorandums of  
Understanding for the Washington Boulevard Widening and Reconstruction, Metro  
Call for Projects ID# F1107. The amendment extends the lapse date of all funds to  
June 30, 2014.

Please obtain the necessary city signatures and return all originals to me, at the  
address that follows, for final signature.

Lucy Olmos  
METRO  
Mail Stop 99-22-9  
One Gateway Plaza  
Los Angeles, CA 90012

If I can be of any additional assistance, please call me at (213) 922-7099 or e-mail at  
olmosl@metro.net.

Sincerely,

Lucy Olmos  
Project Manager

AMENDMENT No. 3 TO MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF COMMERCE AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Memorandum of Understanding (this "Amendment"), is dated as of September 28, 2012, by and between the City of Commerce ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F1107, dated December 31, 2007, **which was amended on July 15, 2010 and August 12, 2011 (as amended, the "Existing MOU")**, which Existing MOU provides for the Washington Blvd. Widening and Reconstruction; and

B. Whereas, LACMTA Board on July 26, 2012, desires to extend the lapsing date of Funds programmed for FY 2007-08 and FY 2009-10 to June 30, 2014; and

C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part 2, Paragraph 8.1(iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2010-11 are subject to lapse on June 30, 2013. Funds programmed for FY 2007-08, FY 2009-10, and FY 2011-12 are subject to lapse on June 30, 2014. Grantee shall expend these Funds by the lapsing date."
2. Part 1, Paragraph 10 of Existing MOU is hereby amended to change LACMTA's project manager to "Lucy Olmos", mail stop "99-22-9".
3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

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

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

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

Date: 9/28/12

CITY OF COMMERCE

By: \_\_\_\_\_  
Lilia R. Leon  
Mayor

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

APPROVED AS TO FORM:

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

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



# AGENDA REPORT

MEETING DATE: November 5, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE CANCELLATION OF GOODRICH BOULEVARD AT UNION PACIFIC AVENUE ET AL CITY OF COMMERCE-COUNTY COOPERATIVE AGREEMENT NO. 73584

## RECOMMENDATION:

The City Council will consider for approval and adoption a proposed Resolution approving the cancellation of Goodrich Boulevard at Union Pacific Avenue ET AL City of Commerce-County Cooperative Agreement No. 73584, have the Los Angeles County return the City's \$80,000 deposit and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

On August 7, 2001, the Commerce City Council (the "City") entered into a contract with the County of Los Angeles (the "County") for the construction of wheelchair ramps and upgraded traffic signals at the intersections of Goodrich Boulevard and Union Pacific Avenue, Whittier Boulevard and Herbert Avenue, and Union Pacific Avenue and Herbert Avenue (the "Project"). The intersection of Goodrich Boulevard and Union Pacific Avenue's is jurisdictionally shared between the City and the County. The intersections of Whittier Boulevard and Herbert Avenue and Union Pacific Avenue and Herbert Avenue are entirely within the County.

Pursuant to the Agreement, the County agreed to perform the preliminary engineering, structural inspection and engineering, materials, construction survey, and contract administration for the Project. The cost of the Project was estimated to be \$170,000. The parties agreed that the City would contribute a fixed amount of \$80,000 as a final payment for the City's jurisdictional share of the cost of the Project and that the County would pay the remaining \$90,000. Upon execution of the Agreement, the City sent the County the \$80,000 it was required to contribute to the Project.

After performing an audit, the County discovered that it still has the \$80,000 deposit from the City and that the work under the Agreement was never started. The Agreement was apparently not followed up by the County and City staff persons that were involved with the matter at the time. In fact, current City staff just recently learned from the County of the existence of the Agreement and that the Project had never been started.

The County has advised that the cost of the Project has increased and the City may request that the County proceed with the Project at an additional cost of \$60,000 from the City, or that the Agreement be cancelled. The County has requested that the Agreement be cancelled because there are no current County staff members that have any memory or knowledge of Agreement.

Staff recommends that the City cancel the Agreement and seek the return of the \$80,000 by the County. The City is moving away from utilizing the County for these types of projects. The funds that were deposited pursuant to Agreement can be put back into the City's Capital Investment Project ("CIP") account and can be used for other CIP projects with higher priorities. Furthermore, if the City desires to proceed with the intersection work that was the subject of the Agreement, the project can be funded as part of the future CIP budget or through a joint grant application.

**FISCAL IMPACT:**

This activity can be carried out at this time without additional impact on the current operating budget. Appropriate the \$80,000 reimbursement to the construction of a New Emergency Operations Center Project (Account No: 40-5180-57010.14083).

**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

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 THE CANCELLATION OF GOODRICH BOULEVARD AT  
UNION PACIFIC AVENUE ET AL. CITY OF COMMERCE-COUNTY COOPERATIVE  
AGREEMENT NO. 73584

WHEREAS, on August 7, 2001, the City of Commerce (the "City") entered into a contract with the County of Los Angeles (the "County") for the construction of wheelchair ramps and upgraded traffic signals at the intersections of Goodrich Boulevard and Union Pacific Avenue, Whittier Boulevard and Herbert Avenue, and Union Pacific Avenue and Herbert Avenue (the "Project"); and

WHEREAS, pursuant to the Agreement, the County agreed to perform the preliminary engineering, structural inspection and engineering, materials, construction survey, and contract administration for the Project; and

WHEREAS, the cost of the Project was estimated to be \$170,000. The parties agreed that the City would contribute a fixed amount of \$80,000 as a final payment for the City's jurisdictional share of the cost of the Project and that the County would pay the remaining amount; and

WHEREAS, upon execution of the Agreement, the City sent the County the \$80,000 it was required to contribute to the Project; and

WHEREAS, the County recently conducted an audit letter that the City's deposit was still in its possession and that the work under the Agreement had never been started; and

WHEREAS, the County has advised the City that the cost of the Project has increased and that the City may request that the County proceed with the Project at a higher cost to the City, or that the Parties agree to cancel the Agreement; and

WHEREAS, the City desires to cancel the Agreement and to have the County return the City's \$80,000 deposit.

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

Section 1. The City Administrator is hereby directed to advise the County of Los Angeles that the City Council has agreed to cancel the August 7, 2001 Goodrich Boulevard at Union Pacific Avenue *et. al.* City of Commerce-County Cooperative Agreement No. 73584 and to request the return of the City's \$80,000 deposit.

Section 2. The \$80,000 deposit amount that is returned by the County will be re-deposited in the City's Capital Investment Project account.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of November, 2012.

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

ATTEST:

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





# AGENDA REPORT

Meeting Date: November 5, 2012

TO: Honorable City Council

FROM: City Administrator

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

**RECOMMENDATION:**

Adopt the resolution and approve the right of entry/hold harmless agreement allowing City of Commerce (City) buses entrance into Patsaouras Transit Plaza (Union Station) and 420 Center Street – Jackson Street Terminal in Los Angeles, and assign the number next in order.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

The Citadel Outlets Express transit route stops at Union Station to board/alight passengers traveling to/from the City of Commerce, and uses the Jackson Street Terminal in Los Angeles, as a driver recovery point. 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.

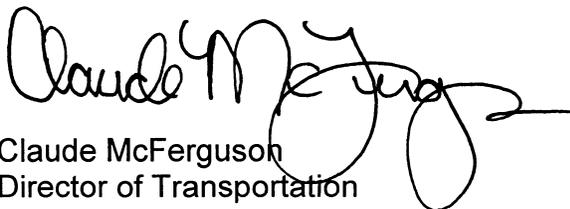
**FISCAL IMPACT:**

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 increase its sales tax revenue by providing express transit service to Citadel Outlets, Commerce Casino, local businesses and residents of the community.

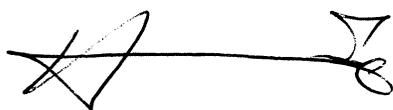
Recommended by:

  
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 Entry/Hold Harmless Agreement



**Metro**<sup>™</sup>

October 31, 2012

RBUS014106

Mr. Claude McFerguson  
Director Transportation Services  
City of Commerce Transportation Department  
DBA: Citadel Outlets Express  
5555 Jillson Street  
Commerce, CA 90040

Subject: Proposed Right of Entry / Hold Harmless Agreement

Dear Mr. McFerguson,

Enclosed are duplicate counterparts of the proposed Right of Entry / Hold Harmless Agreement between Los Angeles County Metropolitan Transportation Authority (MTA) and City of Commerce – Transportation Department DBA: Citadel Outlet Express (City) for bus service operations at Patsaouras Transit Plaza and 420 Center Street – Jackson Street Terminal in Los Angeles.

Please sign and return both copies of the agreements to my attention for further processing and execution by MTA management. The City's certification of insurance should be included as outlined in Section 9 of the agreement.

If you have any questions concerning scheduling of services and or locations of assigned areas, please contact Mr. Mike Sieckert direct at (213) 022-1323.

If you have any other additional questions, call me at (213) 922-5253 or Mike at the above referenced number.

Sincerely,

  
Diane H. Dominguez  
Senior Real Estate Officer

Enclosures

cc: Mike Sieckert, Pete Serdienis,  
Thurman Hodges



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

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

WHEREAS, the City of Commerce (City) buses shall enter into Patsaouras Transit Plaza (Union Station) and 420 Center Street – Jackson Street Terminal in Los Angeles; to board/alight passengers traveling to/from the City; and use the Jackson Street Terminal in Los Angeles, as a driver recovery point; and

WHEREAS, LACMTA is the owner of that certain real property located at One Gateway Plaza, in the City of Los Angeles, California, which is commonly known as Patsaouras Transit Plaza (Union Station); and

WHEREAS, LACMTA requires the City to submit a Right of Entry/Hold Harmless Agreement to indemnify LACMTA from all claims, damages, costs, expenses, losses or liability resulting from the use of LACMTA properties.

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

The November 5, 2012, Right of Entry/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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

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



## RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

RBUS014106

THIS RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT (this "Agreement") made and entered into on \_\_\_\_\_, 2012 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 DBA: CITADEL OUTLET EXPRESS**, a Public Transit Agency hereinafter referred to as "LICENSEE".

### WITNESSETH

WHEREAS, LACMTA is the owner of that certain real property located at One Gateway Plaza, in the City of Los Angeles, California, and the subject area located immediately adjacent to One Gateway Plaza, which is commonly known as the Patsaouras Transit Plaza ("Transit Plaza"); and

WHEREAS, LACMTA is the owner of that certain real property located at 420 Center Street, in the City of Los Angeles, California, which is commonly known as Center Street – Jackson Street Terminal; and

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

WHEREAS, LICENSEE desires to use the Transit Plaza and Center Street – Jackson Street Terminal and LACMTA desires to allow LICENSEE to use the Transit Plaza and Center Street – Jackson Street Terminal on the terms and conditions contained herein.

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

1. **Licensed Areas.** LACMTA hereby grants to LICENSEE the non-exclusive right to use:
  - A. the vehicular areas on the Transit Plaza designated for bus travel for the purpose of ingress and egress of LICENSEE buses to and from **Berth # 7**, and
  - B. the area on the Transit Plaza designated as **Berth # 7** for LICENSEES, for the purpose of loading and unloading passengers in the Transit Plaza, and
  - C. the common area of the Transit Plaza, as depicted on **Exhibit "A"** to this Agreement for the purpose of pedestrian access to and from LICENSEE's buses, and

- D. the area designated at Center Street – Jackson Street Terminal for bus layover, as depicted on **Exhibit “B”** to this Agreement (the “Center Street – Jackson Street Bus Layover Area”).

The areas described in Section 1A, 1B, 1C and 1D above are collectively referred to as the “Permitted Areas” and individually as a “Permitted Area.”

2. **Term.** The term of this Agreement shall be for one (1) year period commencing on the First Day of Service, November \_\_\_\_, 2012. 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 shall use the Transit Plaza and **Berth # 7** at the Transit Plaza as its passenger loading and unloading facilities, and shall in no event, (absent an emergency) cause LICENSEE's vehicles to remain on the Transit Plaza or **Berth # 7** for more than one (1) minute for each loading and unloading; and in no event, (absent an emergency) shall LICENSEE's vehicles remain on the Center Street – Jackson Street Terminal Bus Layover Area for more than 30 minutes, or if necessary, at a negotiable and approved length of time.
  - B. Any enhancement to service should be reviewed and approved by LACMTA to ensure adequate capacity at both sites. LICENSEE shall not park vehicles overnight nor perform vehicle repairs or maintenance at any Permitted Area.
  - C. LICENSEE is permitted to use the Transit Plaza and **Berth # 7** on a daily basis during the hours of 6:30 a.m. to 10:00 p.m. LICENSEE is permitted to use the Center Street – Jackson Street Terminal Bus Layover Area on a daily basis during the hours of 6:30 a.m. to 10:00 p.m.
  - D. LICENSEE is authorized to install its bus stop signs on existing LACMTA bus stop posts only at the locations indicated on the approved stop list (Exhibit “C”). 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.
  - E. Passenger boarding and alighting restrictions will be in force under this Agreement whereby riders will be picked up in the LACBD only on outbound trips and discharged in the LACBD only on inbound trips.

Schedule and bus stop information is identified in **Exhibit "C"**. Route information is shown in **Exhibit "D"**.

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 Standard Operating Procedures, SOP 1.106 Personal Safety in Yards, Terminals, and other Facilities ("**Exhibit "E"**") (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 LICENSEE's 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 LACMTA in the event of cancellation or material change in the policies. All certificates and documents shall be sent to and received by the LACMTA 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 LACMTA 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 outside of the premises 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. **Public Access.** The public shall have access, during normal operating hours, to the Transit Center by way of the common areas, the East Portal and the Transit Plaza.

13. **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.

14. **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  
DBA: Citadel Outlets Express  
5555 Jillson Street  
Commerce, CA 90040  
Tel: (323) 887-4419

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

16. **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  
DBA: CITADEL OUTLETS EXPRESS

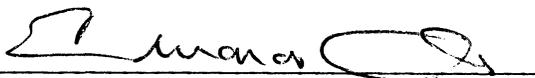
By \_\_\_\_\_  
Lilia R. Leon  
Mayor

Date \_\_\_\_\_

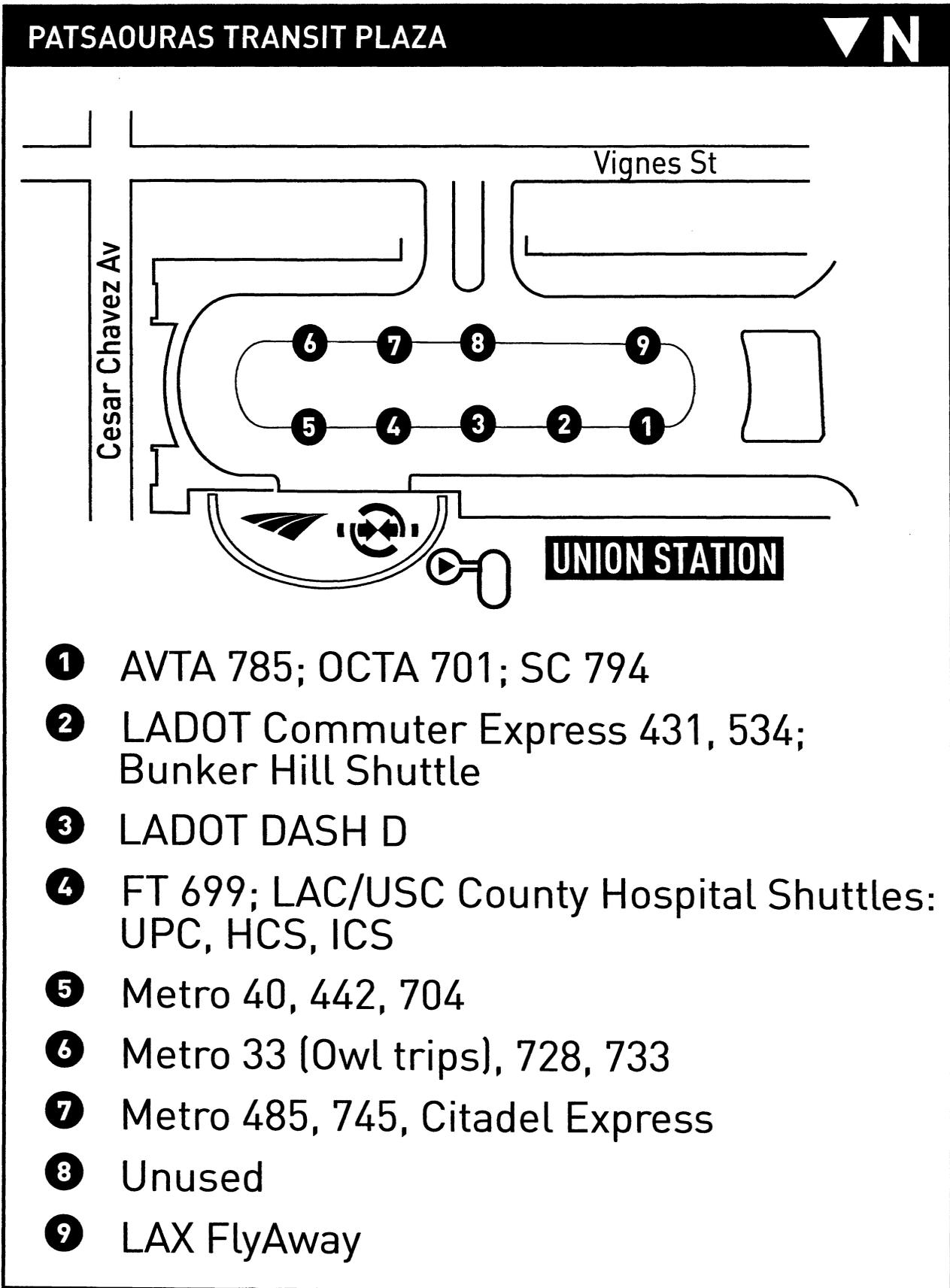
ATTEST:

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

APPROVED AS TO FORM:

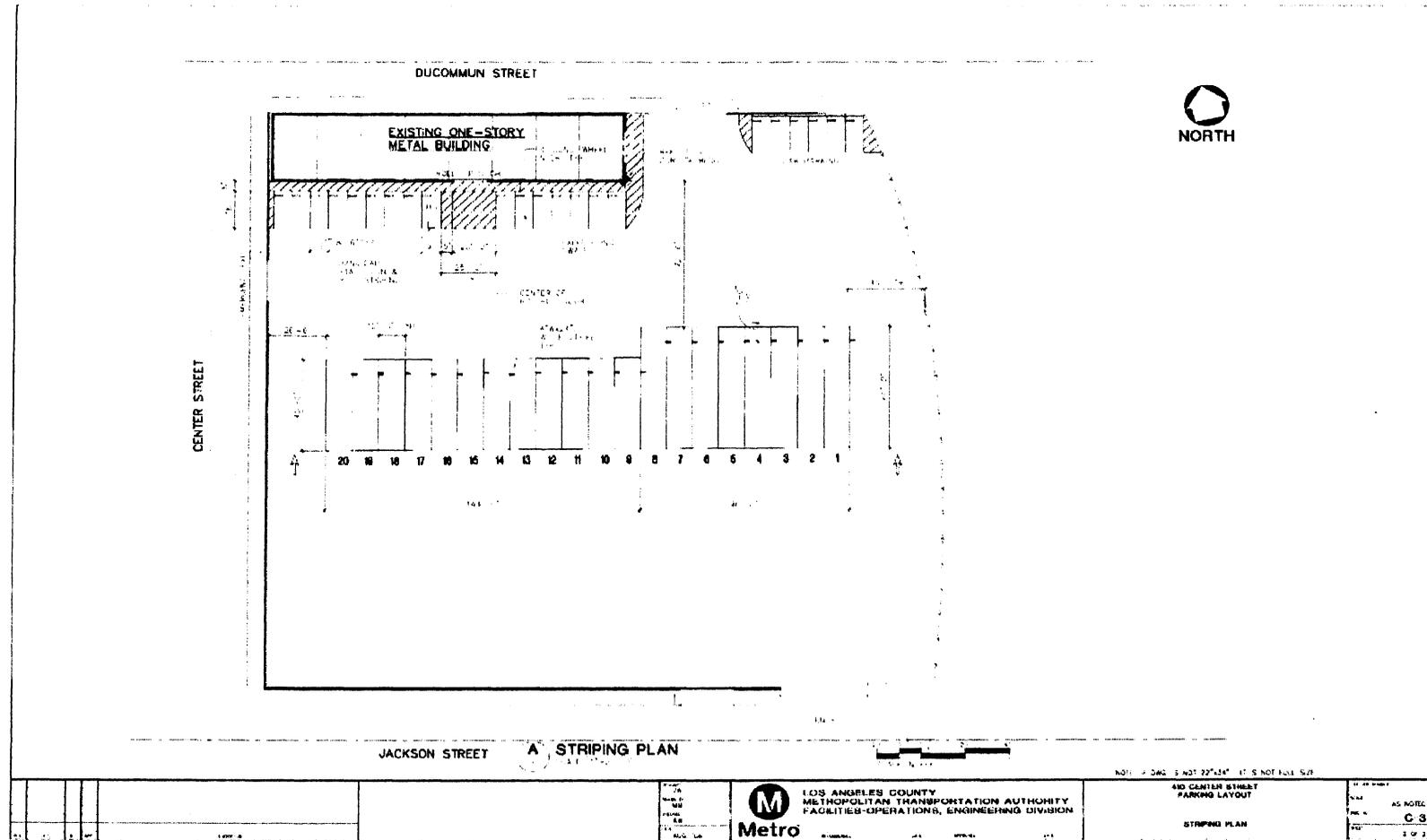
  
\_\_\_\_\_  
By: Eduardo Olivo  
City Attorney

# Exhibit A



# EXHIBIT B

## CENTER STREET-JACKSON STREET BUS TERMINAL



LACMTA  
CENTER STREET-JACKSON STREET BUS TERMINAL  
410 CENTER STREET  
LOS ANGELES, CALIFORNIA

EXHIBIT C

Final Citadel Express

Depart Union Station	7:01	8:50	10:20	11:50	1:15	2:25	3:20	5:05	7:10	8:15	9:07
1 <sup>st</sup> St. & Los Angeles(far side)DoubletreeHotel			10:27	11:56	1:26	2:30	3:28	5:09	7:15	8:20	9:12
1 <sup>st</sup> St. & Hope St. (far side) Bonaventure Hotel			10:33	12:02	1:26	2:33	3:30	5:15	7:19	8:23	9:15
Flower St. Biltmore Hotel			10:35	12:04	1:28	2:34	3:32	5:17	7:20	8:24	9:16
Olympic Bl. & Figueroa <del>News</del> L.A. Live			10:42	12:09	1:34	2:38	3:38	5:29	7:26	8:27	9:20
Washington & Hepworth Ave (near side)	7:11	8:59	10:57	12:25	1:43	2:57	4:05	5:58	7:44	8:43	
Washington & Atlantic (far side)	7:13	9:00	10:59	12:27	1:49	2:58	4:07	6:00	7:45	8:44	
Washington & Eastern (far side)	7:15	9:02	11:01	12:30	1:52	3:00	4:08	6:01	7:47	8:45	
Commerce Way & Sheila (near side)	7:16	9:04					4:09	6:03			
Washington & Leo (near side)			11:03	12:32	1:54	3:02			7:49	8:47	
Bandini & Eastern (far side)	7:20	9:07					4:13	6:06			
Bandini & Garfield (near side)	7:26	9:10					4:15	6:15			
Greenwood & Wellman (mid block)	7:30	9:13					4:17	6:18			
Garfield & Slauson (far side)	7:34	9:15					4:19	6:19			
Randolph & Malt (far side)	7:37	9:17					4:21	6:21			
Eastern & Randolph (near side)	7:41	9:20					4:24	6:23			
Eastern & Slauson (mid block)	7:44	9:23					4:25	6:25			
Garfield & Slauson (far side)	7:51	9:25					4:29	6:30			
Garfield & Telegraph (far side)	7:55	9:28					4:33	6:33			
Garfield & Washington (far side)	7:59	9:31					4:35	6:36			
Flotilla & Garfield (far side)	8:00	9:33					4:37	6:38			
Saybrook & Washington (near side)	8:05	9:36					4:41	6:41			
Telegraph & Tubeway (near side)	8:10	9:39	11:10	12:37	2:04	3:05	4:43	6:44	7:53	8:51	
Arrive CITADEL Hoefner & Telegraph(near side)	8:12	9:41	11:13	12:40	2:10	3:08	4:46	6:47	7:55	8:53	
Arrive Union Station											

**Citadel Express Route**

Monday thru Friday Bus Schedule

Depart Union Station  
 7:01 8:50 10:20 11:50 1:15 2:25 3:20 5:05  
 7:10 8:15 9:07  
 1<sup>st</sup> St. & Los Angeles Double tree Hotel  
 10:27 11:56 1:15 2:25 3:20 5:05 7:10 8:15 9:07  
 1<sup>st</sup> St. & Hope St. Bonaventure Hotel  
 10:27 11:50 1:26 2:30 3:28 5:09 7:15 8:20 9:12  
 Flower St. Biltmore Hotel  
 10:35 12:04 1:28 2:34 3:32 5:17 7:20 8:24 9:16  
 Olympic & Figueroa St. L.A. Live  
 10:42 12:09 1:34 2:38 3:38 5:29 7:26 8:27 9:20  
 Washington & Hepworth  
 7:11 8:59 10:57 12:25 1:43 2:57 4:05 5:58 7:44 8:43  
 Washington & Atlantic  
 7:13 9:00 10:59 12:27 1:49 2:58 4:07 6:00 7:45 8:44  
 Washington & Eastern  
 7:15 9:02 11:01 12:30 1:52 3:00 4:08 6:01 7:47 8:45  
 Commerce Way & Sheila  
 7:16 9:04 4:09 6:03  
 Washington & Leo  
 11:03 12:32 1:54 3:02 7:49 8:47  
 Bandini Bl. & Eastern  
 7:20 9:07 4:03 6:06  
 Bandini & Garfield  
 7:26 9:10 4:17 6:18  
 Greenwood & Wellman  
 7:30 9:13 4:17 6:18  
 Garfield & Slauson S/W corner  
 7:34 9:15 4:19 6:19  
 Randolph & Malt  
 7:37 9:17 4:21 6:21  
 Eastern & Randolph  
 7:41 9:20 4:24 6:23  
 Eastern & Slauson  
 7:51 9:25 4:29 6:30  
 Garfield & Slauson N/E corner  
 7:51 9:25 4:29 6:30  
 Garfield & Telegraph  
 7:55 9:28 4:33 6:33  
 Garfield & Washington  
 7:59 9:31 4:35 6:36  
 Flotilla & Garfield  
 8:00 9:33 4:37 6:38  
 Saybrook & Washington  
 8:05 9:36 4:41 6:41  
 Telegraph & Tubeway (Commerce Casino)  
 8:10 9:39 11:10 12:37 2:04 3:05 4:43 6:44 7:53 8:51  
 Hoefner & Telegraph (Citadel Outlet Stores)  
 8:12 9:41 11:13 12:40 2:10 3:08 4:46 6:47 7:55 8:53  
 Arrive Union Station

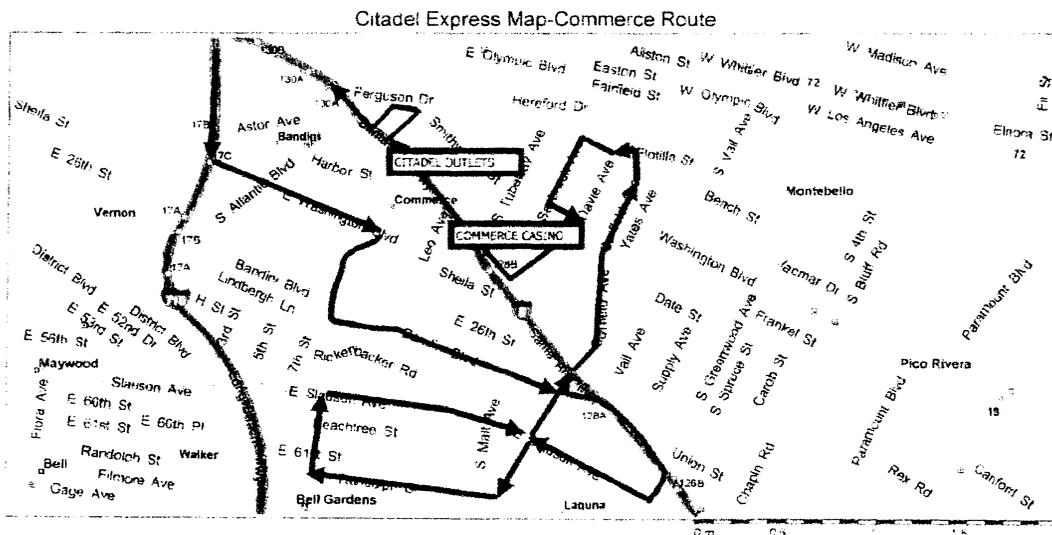
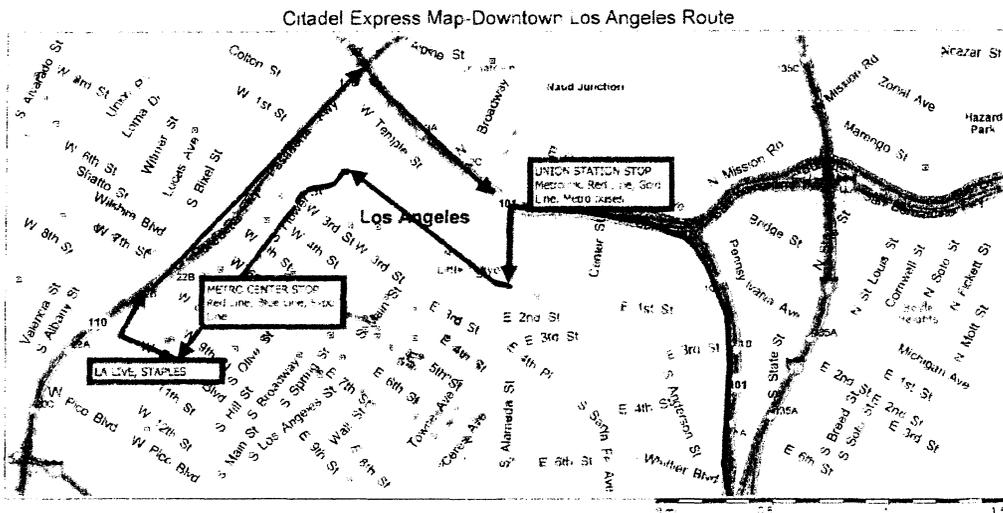
**Citadel Express Route**

Saturday & Sunday

Depart Union Station  
 10:20 11:50 1:15 2:25 3:20 5:05 7:10 8:15 9:07  
 1<sup>st</sup> St. & Los Angeles Double tree Hotel  
 10:27 11:56 1:15 2:25 3:20 5:05 7:10 8:15 9:07  
 1<sup>st</sup> St. & Hope St. Bonaventure Hotel  
 10:33 12:02 1:26 2:33 3:30 5:15 7:19 8:24 9:16  
 Flower St. Biltmore Hotel  
 10:35 12:04 1:28 2:34 3:32 5:17 7:20 8:24 9:16  
 Olympic & Figueroa St. L.A. Live  
 10:42 12:09 1:34 2:38 3:38 5:29 7:26 8:27 9:20  
 Washington & Hepworth  
 10:57 12:25 1:43 2:57 4:05 5:58 7:44 8:43  
 Washington & Atlantic  
 10:59 12:27 1:49 2:58 4:07 6:00 7:45 8:44  
 Washington & Eastern  
 11:01 12:30 1:52 3:00 4:08 6:01 7:47 8:45  
 Washington & Leo  
 11:03 12:32 1:54 3:02 4:10 6:03 7:49 8:47  
 Telegraph & Tubeway (Commerce Casino)  
 11:10 12:37 2:04 3:05 4:43 6:44 7:53 8:51  
 Hoefner & Telegraph (Citadel Outlet Stores)  
 11:13 12:40 2:10 3:08 4:46 6:47 7:55 8:53  
 Arrive Union Station  
 11:35 1:00 2:25 3:20 5:00 7:00 8:10 9:07

EXHIBIT D

COMMERCE BUS LINE TO LOS ANGELES CENTRAL BUSINESS DISTRICT



## **EXHIBIT “E”**

### **General Procedures – Safety Operating Procedures**

#### **1.106 Personal Safety in Yards, Terminals, and Other Facilities**

To avoid pedestrian accidents in division yards, terminals, and other facilities, adhere to the following yard safety instructions:

##### **When Driving:**

- Enter and exit yards, terminals, or other facilities only at the appropriately marked entrances and exits.
- Make a complete stop at all stop signs, stop lines and crosswalks if they are occupied.
- Adhere to the 8 MPH maximum speed limit, or the posted speed limit, (slower speeds may be warranted due to inclement weather or yard conditions).
- Use headlights between sunset and sunrise or when visibility is poor.
- Drive cautiously and watch for moving vehicles and/or pedestrians.

##### **When Parking:**

- Park vehicles within the marked lanes.
- Keep crosswalks clear.
- Watch for persons walking in the yard or facility.
- Park only in authorized locations

##### **When Walking:**

- Wear a reflective safety vest at all times in the yard or terminal (not while operating a vehicle).
- Walk cautiously, never run
- Be alert for moving vehicles
- Cross yard or terminal only in designated pedestrian crosswalks when possible, if necessary to walk between parked vehicles or when alighting from a vehicle, be cautious and look in both directions before stepping out.
- Stay out of open traffic lanes when walking through parking areas.

### **General Rules**

#### **1.23 Safety in Yards and Terminals**

Operators must be alert and take the necessary precautions to ensure their personal safety and the safety of others while on Metro property. An approved reflective safety vest must be worn at all times when walking in the division yard or any terminal. The safety vest may not be worn while operating any Metro bus.





# AGENDA REPORT

DATE: November 5, 2012

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** DISCUSSION REGARDING SHOWCASING LOCAL BUSINESS AT CITY COUNCIL MEETINGS

**RECOMMENDATION:**

At the request by Mayor Pro Tem Del Rio, the City Council will discuss the viability of periodically showcasing a local Commerce business at regularly scheduled Council meetings, and may direct City staff as deemed appropriate.

**MOTION:**

Approve the recommendation and provide the appropriate direction.

**BACKGROUND:**

At the October 15, 2012 City Council meeting, Mayor Pro Tem Del Rio suggested Council consider periodically showcasing a local Commerce business as part of their regularly scheduled City Council meeting agenda. Open to the suggestion, the City Council directed City staff communicate with the Industrial Council Chamber of Commerce to obtain its take on this business recognition related item.

**ANALYSIS:**

City staff contacted the Industrial Council to review and discuss the showcasing of a local business at regularly scheduled City Council meetings. In addition, the Executive Director Eddie Tafoya, has been invited to the November 5, 2012, City Council meeting, as requested by Council.

In addition, to this proposed business showcase initiative, there are a number of other activities staff is currently engaged in to recognize our businesses:

- Local business highlighted periodically in the City's Report to the People (RTTP) monthly publication;
- New local business ribbon-cutting event noted in the RTTP;
- City Council recognition of local businesses for their community service participation at community events; and
- Citadel Express Shuttle Bus Wrap: The Commerce Casino Hotel and the Citadel Outlets.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

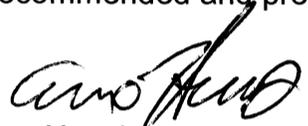
This agenda report before Council is not identified as a 2012 Strategic Goal; however, it may be relevant to the following strategic goal to *“Implement strategic communication plan for all key stakeholders”*, by communicating key successes important to Commerce.

Respectfully submitted,



Jorge Rifa  
City Administrator

Recommended and prepared by:



Alex Hamilton  
Assistant Director of Community Development

Fiscal Impact Reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney



# AGENDA REPORT

DATE: November 5, 2012

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** CRUSH VOLLEYBALL PROGRAM

**RECOMMENDATION:**

This item was agendized at the request of Mayor Pro Tem Baca Del Rio. Due to increased community interest in the Crush Volleyball Program, staff is providing a report on expenses related to adding a third unbudgeted volleyball team in the Crush Volleyball Program. With Council approval, staff will add a third team, as requested by the community, and return at mid-year to request a budget allocation to replenish funds used to fully support all three new teams in the current fiscal year. Staff will request a budget allocation of \$25,000 for FY 2013-2014 to support the new teams, into the future.

**MOTION:**

Move to approve the recommendation

**BACKGROUND:**

Mayor Pro Tem Baca Del Rio has met with parents who are requesting that the Parks and Recreation Department add 1 additional team to the Crush Volleyball Program. This would be in addition to the two teams that were added in 2011, without any new budget allocation. The Mayor Pro Tem has advised the parents that they must commit to a certain level of fundraising, should the Council allocate the funds to fully support all 3 new teams.

**ANALYSIS:**

The Parks and Recreation Department is fully funded to support three Crush Volleyball teams: one 12 and under team; one 14 and under team; and, one 16 and under team. Participants must try out for each team and each team can only accept 10 players. Originally, each team was budgeted for \$13,000, of which \$6,500 was for staff/coaching expenses and \$6,500 was budgeted to pay for team registration, tournament fees, and a portion of overnight travel expenses.

In 2011, Council asked staff to support two additional teams that were not budgeted: a second 12 and under team and a second 14 and under team. Staff added the two new teams, as directed, without requesting an additional budget allocation. Last year, the Department was able to stretch existing funding to support the two unbudgeted teams, when all Crush Volleyball teams decided to save money by playing locally in the Summer Soiree Tournament in Orange County instead of traveling to Phoenix, Arizona, to play in an annual Volleyball Festival. In 2011, Crush staff expenses for the 2 unbudgeted teams exceeded the current budget by \$1,600, which was made up through savings in the 8730 parks activity division. Participants on the two unbudgeted teams paid 100% of all expenses related to registration and entry fees and did not incur any overnight travel expenses.

The Crush Volleyball Program continues to grow in popularity, with enough interest to field a third, new 18 and under team in the current fiscal year, in addition to the two unbudgeted teams that were added in 2011. Staff is prepared to act immediately to create the new 18 and under team, with the understanding that the department will return

at mid-year to request an allocation of \$25,000 to replenish funding used to fully support all 3 unbudgeted teams. The use of \$25,000 in the current fiscal year will allow the department to *fully* support all 3 new teams, without requiring participants to pay expenses related to registration and entry fees. The department will also need to request an additional \$25,000 in FY 2013-14, to support the 3 teams into the next fiscal year.

If Council chooses not to allocate the \$25,000 needed to fully support the additional 3 teams, the department can continue to provide limited support to the three teams by paying some coaching expenses. However, participants on all 3 teams will need to pay 100% of all expenses related to entry fees, athlete registration, and travel expenses and fundraise approximately \$3,000 to offset the department's unbudgeted expenses related to coaching costs.

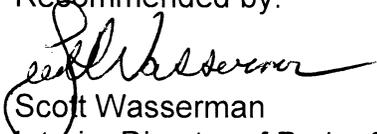
**FISCAL IMPACT:** Adding three new volleyball teams will increase the department's budget by \$25,000 in the current fiscal year and in subsequent years, assuming Council continues to fund the teams beyond the current fiscal year. Under this scenario, the 3 new teams will be fully funded and participants will not be required to pay for registration and tournament fees. Staff will be returning during the FY2012/2013 mid-year review set for November 20 to request the mid year appropriation.

**RELATIONSHIP TO STRATEGIC GOALS:**

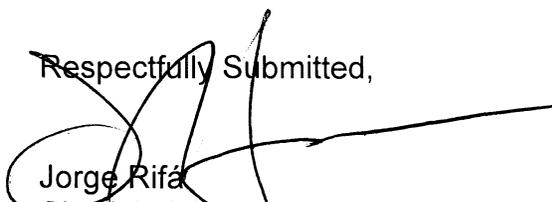
Council's 2012 strategic goals do not relate directly to this recommendation. However, Council's 2009 goal of protecting and enhancing the quality of life in the community do relate to this agenda item. The City of Commerce is an industrial city and the programs provided by the Parks and Recreation Department allow residents to enjoy a variety of low cost recreation activities that might otherwise be too expensive.

Adding 3 new volleyball teams in response to residents' requests is also consistent with Council's past approach of incrementally adding new Parks and Recreation programs that reflect a genuine community need. The Crush Volleyball Program has grown in popularity in recent years, due to the high quality of coaching and high level of competition participants experience in the program.

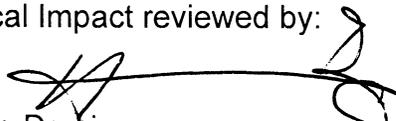
Recommended by:

  
Scott Wasserman  
Interim Director of Parks & Recreation

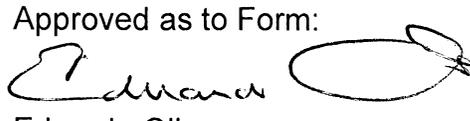
Respectfully Submitted,

  
Jorge Rifa  
City Administrator

Fiscal Impact reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to Form:

  
Eduardo Olivo  
City Attorney



# AGENDA REPORT

MEETING DATE: NOVEMBER 5, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: UPDATE — COMMERCE BEAUTIFICATION PROJECTS

## RECOMMENDATION:

At the request of Mayor Pro Tem Tina Baca Del Rio, the City Council will receive an update on the progress of several beautification projects, and may direct staff accordingly.

## MOTION:

Move to approve the recommendation.

## BACKGROUND / ANALYSIS:

The City of Commerce recognizes the importance of beautifying the community by engaging and partnering with our residential and business community to enhance the community. The following are several noteworthy beautification and clean-up projects that have been accomplished to date:

- Citadel Outlets Clean-up Event – clean-up of various streets and properties fronting Telegraph Rd, Hoefner, Flotilla, Smithway, including paving Smithway.
- On/Off Ramp Landscaping – staff obtained on/off ramp landscape design from Caltrans, and secured Citadel participation; Caltrans has agreed to landscaped 4 on/off ramps in Commerce. Steve Craig is providing a plant design for the ramps.
- BNSF Railroad Bridges Beautification (over the I-5 freeway and Telegraph Road) – painting and weed abatement performed by City in cooperation with BNSF, Caltrans and CHP.
- Keep America Beautiful – City participation continues; need to update organizational structure/members.
- Annual Spring Clean-up Event – held in April 2012 at various City parks and parking lots.
- Day of Service Event (Teen Center & Bandini Park) – painted, landscaped and clean-up performed by teen volunteers at these locations.

The Keep Commerce Beautiful (KCB) Committee is currently working on the following items:

- Bridge Painting Program – Steve Craig has asked one of its graphic design vendors to develop a color template and design for City approval and implementation.
- Adopt-A-Street Program – staff is developing the program guidelines for approval and implementation.
- Day of Service Event – staff is working on possible locations and clean-up efforts to be carried out on this day.

AGENDA ITEM No.     //

- Adopt-A-Highway Litter Abatement Permit – staff obtained a permit from Caltrans, under their program, for litter abatement at certain I-5 freeway on/off ramps in Commerce.

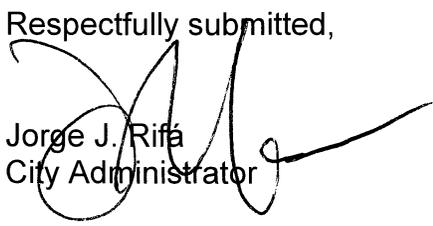
**FISCAL IMPACT:**

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

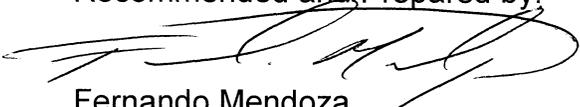
**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This agenda item report is applicable to the following Council strategic goal: *“Improve and maintain infrastructure and beautify our community”*.

Respectfully submitted,

  
Jorge J. Rifa  
City Administrator

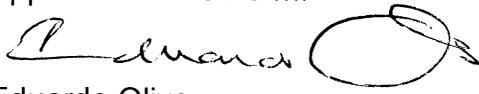
Recommended and Prepared by:

  
Fernando Mendoza  
Deputy City Administrator

Fiscal Impact Reviewed by:

  
Vilko Domic  
Director of Finance

Approved As To Form:

  
Eduardo Olivo  
City Attorney



# City of Commerce Beautification Projects

November 5, 2012



# Noteworthy Accomplishments

- Citadel Outlets Clean-up Event
- Day of Service Event (Teen Center & Bandini Park)
- Annual Spring Clean-up Event
- BNSF Railroad Bridges



# Active Projects

- On/Off Ramp Landscaping
- Bridge Painting Program
- Adopt-A-Street Program
- Adopt-A-Highway Litter Abatement Permits
- Day of Service Event
- Keep America Beautiful



*Adopt A Street*

YOUR - NAME - HERE



# 2012 Strategic Goal Relationship

- Improve and Maintain the City's Infrastructure and Beautify our Community





# AGENDA REPORT

Meeting Date: 11-05-2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Discussion Regarding Holding Meeting With City Commissioners and Committee Members

RECOMMENDATION:

Council discretion.

MOTION:

Council discretion.

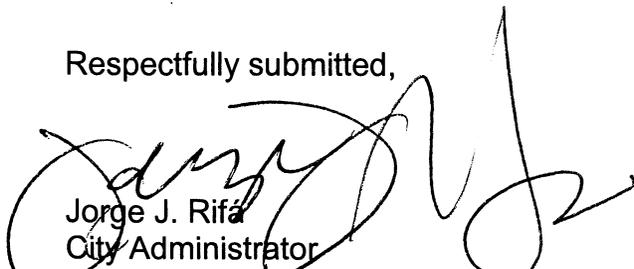
BACKGROUND AND ANALYSIS:

At the request of Mayor Leon, the Council will discuss holding a meeting with their appointed Commissioners and Committee Members.

FISCAL IMPACT:

None at the present time.

Respectfully submitted,



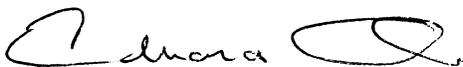
Jorge J. Rifa  
City Administrator

Prepared by:



Linda Kay Olivieri  
City Clerk

Reviewed as to form:

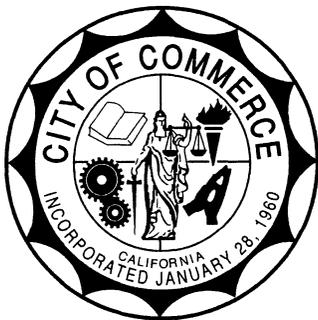


Eduardo Olivo  
City Attorney

SUM (MEETING WITH COMMISSIONERS) - 11-05-2012.DOC

AGENDA ITEM No. 12





# AGENDA REPORT

Meeting Date: November 5, 2012

TO: Honorable City Council  
FROM: City Administrator  
SUBJECT: APPROVAL OF BUS WRAP DESIGN FOR THE NEW CITADEL OUTLETS EXPRESS ROUTE

**RECOMMENDATION:**

At the discretion of the City Council, move to approve and/or provide staff direction regarding the bus wrap design for the new Citadel Outlets Express transit route.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

The Citadel Outlets Express Route is a transit shuttle that will travel between downtown Los Angeles and the City of Commerce. This service shall operate seven days a week, sixteen hours per day. The bus wrap is designed to be a moving advertisement sign to market the Citadel Outlets, Commerce Casino and the City of Commerce.

**FISCAL IMPACT:**

There is no fiscal impact associated with this agreement. The cost of the bus wrap is being absorbed equally by the Citadel Outlets and Commerce Casino.

**STRATEGIC GOALS:**

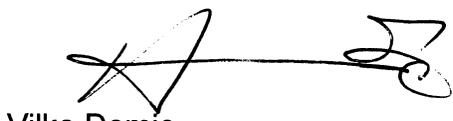
The proposed recommendation ties into the City's 2012 strategic goal: "Develop marketing plan to target companies for additional revenue consistent with the general plan"; as this agreement will allow the City an opportunity to increase its sales tax revenue, by providing express transit service to Citadel Outlets, Commerce Casino, local businesses and residents of the community.

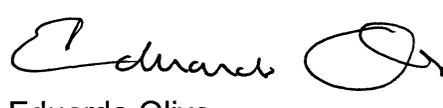
**Recommended by:**

  
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

Attachment: Bus Wrap Design





# AGENDA REPORT

DATE: November 5, 2012

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTIONS 5.04.121 ("PROSECUTION AS INFRACTION"), 5.04.160 ("TWO OR MORE BUSINESSES"), 5.05.020 ("SAME-APPLICATION"), 5.05.110 ("TEMPORARY USE PERMITS"), 5.05.120 ("ACTIVITIES INCLUDED"), AND 5.05.250 ("UNSOCIAL DANCING") OF TITLE 5 ("BUSINESS LICENSE CODE") OF THE COMMERCE MUNICIPAL CODE - Second Reading

**RECOMMENDATION:**

Approve and adopt the Ordinance amending sections of Title 5 ("Business License Code") of the Commerce Municipal Code.

**MOTION:**

- 1) Move to read the Ordinance by title only.
- 2) Move to approve and adopt the Ordinance and assign the number next in order.

ROLL CALL VOTE

**ANALYSIS:**

City staff has determined that various sections of the Commerce Municipal Code (CMC) relating to business licenses and regulations require revisions.

1. Section 5.04.121 is entitled "Prosecution as infraction" and currently reads as follows:

Violations of the provisions of this chapter shall be prosecuted as an infraction pursuant to the provisions of Section 1.12.0111

City staff has determined that it is necessary to amend this section to allow for the prosecution of the subject violations as misdemeanors. The current language only allows for prosecution as an infraction.

The proposed Ordinance would amend Section 5.04.121 to read as follows:

Violation of the provision of this chapter may be prosecuted as an infraction or a misdemeanor pursuant to provisions of Section 1.12.011.

2. Section 5.04.160 is entitled "Two or more businesses" and currently reads as follows:

In the event that any person is conducting, managing or carrying on, at one location, more than one business required to be licensed hereunder, or who is conducting one business which is classified in one or more categories hereunder, the fee to be paid by such person shall be determined as follows:

Such person shall pay the highest of the fees imposed for the business so conducted at the same location.

For the purposes of this section, games of skill and science shall be treated as a separate business for which a separate license shall be obtained, unless the same are operated by an otherwise licensed person who is the owner of the principal business being conducted.

This section provides that a person with two businesses will only pay the highest fees imposed for one of the business operating at the same location. Staff believes that it is necessary to require each of the businesses of the location to obtain and pay for a separate business license.

The proposed Ordinance would amend Section 5.04.160 to read as follows:

In the event that any person is conducting, managing or carrying on, at one location, more than one business required to be licensed hereunder, then each business is required to obtain a business license and pay the fees applicable to the license.

For the purposes of this section, games of skill and science shall be treated as a separate business for which a separate license shall be obtained, unless the same are operated by an otherwise licensed person who is the owner of the principal business being conducted.

3. Section 5.05.020 is entitled "Application" and currently reads as follows:

Before any permit is issued pursuant to this chapter, an application thereof shall be filed with the license collector, which application shall be verified by the applicant (if a corporation or association, an officer thereof; if a partnership, by general partner) and be accompanied by the fee required therefore, which shall include the following information:

- (1) Name and address of applicant (names of partners, if a partnership; officers and directors, if a corporation; principals, if an association);
- (2) Nature of the business enterprise;
- (3) The location and address of business or enterprises;
- (4) Brief description of the nature and amount of requirement to be used in business or enterprise;
- (5) A personal description of applicant (and each officer, partner or principal);
- (6) Evidence of identity of such applicant (and each officer, partner or principal), including, but not limited to, a suitable photograph of such person;
- (7) Fingerprints and thumb prints of applicant (and each officer, partner or principal).

The fingerprinting requirement imposed by subsection (7) is not necessary and is not enforced. Therefore, staff recommends that it be removed.

The proposed Ordinance would amend Section 5.05.020 to read as follows:

Before any permit is issued pursuant to this chapter, an application thereof shall be filed with the license collector, which application shall be verified by the applicant (if a corporation or association, an officer thereof; if a partnership, by general partner) and be accompanied by the fee required therefore, which shall include the following information:

- (1) Name and address of applicant (names of partners, if a partnership; officers and directors, if a corporation; principals, if an association);
- (2) Nature of the business enterprise;
- (3) The location and address of business or enterprises;

- (4) Brief description of the nature and amount of requirement to be used in business or enterprise;
- (5) A personal description of applicant (and each officer, partner or principal);
- (6) Evidence of identity of such applicant (and each officer, partner or principal), including, but not limited to, a suitable photograph of such person.

4. Section 5.05.110 is entitled "Temporary use permits" and currently reads as follows:

Temporary use permits shall be required for all of the activities enumerated in Section 5.05.120 hereof, and all activities which are similar or related thereto, except those activities sponsored by the city of other public agency, if conducted on the premises of such agency. The activities, being temporary in nature, possess characteristics of such unique and special form as to make impractical their operation, without specific approval, upon such conditions as may be deemed appropriate, in the manner hereinafter set forth in this chapter.

This section is a duplication of Section 19.39.740 of the CMC and should not be set forth in Chapter 5.05. Therefore, staff recommends that it be deleted. The proposed initial Ordinance would delete this section in its entirety.

5. Section 5.05.120 is entitled "Activities included" and currently reads as follows:

No person shall sponsor, participate or engage in any of the following enumerated activities, without first obtaining a temporary use permit therefor, issued by the license collector of the city:

- (1) Circuses;
- (2) Parades;
- (3) Carnivals;
- (4) Fairs;
- (5) Temporary outdoor exhibits of equipment, goods or services, except for the outdoor sale of Christmas trees, conducted as an integral part of a business for which a valid license has been issued;
- (6) Aircraft and helicopter landings and demonstrations; parachutist demonstrations;
- (7) Public demonstrations or gatherings of more than twenty-five people.

The duration of permits for the activities enumerated in subparagraphs (1) through (7), inclusive, shall be limited to a period not to exceed seven consecutive calendar days.

The issuance of a temporary use permit, pursuant to this chapter, shall not be deemed a waiver of any requirement of any other provision of this code.

This section is a duplication of Section 19.39.740 of the CMC and should not be set forth in Chapter 5.05. Therefore, staff recommends that it be deleted. The proposed initial Ordinance would delete this section in its entirety.

6. Section 5.05.250 is entitled "Unsocial dancing" and currently reads as follows:

No person shall dance with any person of the same sex at any public dance hall, cabaret dance or public dance.

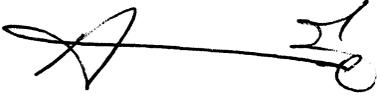
The restrictions contained in this section are illegal and not enforceable. Therefore, the proposed Ordinance will remove this section from the CMC.

The City Council approved the proposed Ordinance for first reading on October 16, 2012.

**FISCAL IMPACT:**

No fiscal impact will arise from the adoption of this Ordinance.

Recommended by:



Vilko Domic  
Director of Finance

Respectfully submitted,



Jorge Rifa  
City Administrator

Recommended by:



Maria Villaseñor  
Business License Officer

Approved as to Form:



Eduardo Olivo  
City Attorney

Attachment: Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTIONS 5.04.121 ("PROSECUTION AS INFRACTION"), 5.04.160 ("TWO OR MORE BUSINESSES"), 5.05.020 ("SAME-APPLICATION"), 5.05.110 ("TEMPORARY USE PERMITS"), 5.05.120 ("ACTIVITIES INCLUDED"), AND 5.05.250 ("UNSOCIAL DANCING") OF TITLE 5 ("BUSINESS LICENSE CODE") OF THE COMMERCE MUNICIPAL CODE

WHEREAS, Sections 5.04.121, 5.04.160, 5.05.020, 5.05.110, 5.05.120, and 5.05.250 of the City's Municipal Code need to be amended in order to update and clarify the City's business license regulations.

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

SECTION 1. Section 5.04.121 of the Commerce Municipal Code is hereby amended to read as follows:

Violation of the provision of this chapter may be prosecuted as an infraction or a misdemeanor pursuant to provisions of Section 1.12.011.

SECTION 2. Section 5.04.160 of the Commerce Municipal Code is hereby amended in its entirety to read as follows:

In the event that any person is conducting, managing or carrying on, at one location, more than one business required to be licensed hereunder, then each business is required to obtain a business license and pay the fees applicable to the license.

For the purposes of this section, games of skill and science shall be treated as a separate business for which a separate license shall be obtained, unless the same are operated by an otherwise licensed person who is the owner of the principal business being conducted.

SECTION 3. Section 5.05.020 of the Commerce Municipal Code is hereby amended to remove sub-section (7) and will read as follows:

Before any permit is issued pursuant to this chapter, an application thereof shall be filed with the license collector, which application shall be verified by the applicant (if a corporation or association, an officer thereof; if a partnership, by general partner) and be accompanied by the fee required therefore, which shall include the following information:

- (1) Name and address of applicant (names of partners, if a partnership; officers and directors, if a corporation; principals, if an association);
- (2) Nature of the business enterprise;
- (3) The location and address of business or enterprises;
- (4) Brief description of the nature and amount of requirement to be used in business or enterprise;
- (5) A personal description of applicant (and each officer, partner or principal);
- (6) Evidence of identity of such applicant (and each officer, partner or principal), including, but not limited to, a suitable photograph of such person.

SECTION 4. Section 5.05.110 of the Commerce Municipal Code is hereby deleted in its entirety.

SECTION 5. Section 5.05.120 of the Commerce Municipal Code is hereby deleted in its entirety.

SECTION 6. Section 5.05.250 of the Commerce Municipal Code is hereby deleted in its entirety.

SECTION 7. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 8. Effective Date. This ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 9. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF COMMERCE

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

ATTEST:

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



# AGENDA REPORT

DATE: November 5, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING CHAPTER 5.09 ("MESSAGE ESTABLISHMENTS AND MESSAGE TECHNICIANS") OF THE COMMERCE MUNICIPAL CODE – FIRST READING

RECOMMENDATION:

Approve the Ordinance amending Chapter 5.09 of the Commerce Municipal Code, relating to massage establishments and massage technicians, for first reading.

MOTION:

Move to read the Ordinance by title only.

Move to approve the Ordinance for first reading.

ANALYSIS:

In 2004, the City of Commerce adopted Ordinance No. 577, which enacted Chapter 5.09 of the Commerce Municipal Code (CMC). Chapter 5.09 requires permits for massage establishments and technicians and regulates various aspects of the massage business. In 2009, the legislature enacted *Business and Professions Code* ("B&P") Section 4600, *et. seq.*, which established standards of certification and regulation of massage practitioners and massage therapists. [B&P Code §4614] The statute imposes such standards on all cities and counties throughout the State and expressly prohibited cities from enacting or enforcing inconsistent regulations. Cities and counties are still allowed to regulate massage establishments. In order to comply with the provisions of State law, as necessary to amend various sections of Chapter 5.09 of the CMC.

Section 5.09.100 sets forth the City Council's findings and purposes in connection with the enactment of this chapter. That section will be amended to recognize the enactment of B&P Code Section 4600, *et. seq.*

Section 5.09.130 is entitled "Massage technician permit required" and currently requires massage technicians to apply for and obtain a permit from the City. Pursuant to B&P Code Section 4600 *et. seq.*, the permitting process is currently handled by the California Massage Therapy Council. The proposed Ordinance would amend subsection (a) of Section 5.09.130 to require that the technician obtain a permit from the California Massage Therapy Council and not the City. Subsection (b), which sets forth the City's regulations and application process for massage technicians will be deleted in its entirety.

Section 5.09.150 is entitled "Expiration of permit" and currently provides that each permit issued under this chapter shall expire one year from the date of issuance and that an application for renewal of a technician license shall not require the passage of an examination administered by the County of Los Angeles Health Department. This section needs to be amended to make clear that the City is not attempting to cause the expiration of a permit issued by the California Massage Therapy Council according to the

provisions of the B&P. The last sentence in this section is no longer relevant and therefore will be removed.

Sections 5.09.120 (e), 5.09.170 (a), 5.09.180, and 5.09.260 also require minor or additional language to make sure they are consistent with the provisions of the B&P.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Reviewed by:



Maria Ibarra-Villaseñor  
Business License Officer

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
AMENDING CHAPTER 5.09 ("MASSAGE ESTABLISHMENTS AND MASSAGE  
TECHNICIANS") OF THE COMMERCE MUNICIPAL CODE

WHEREAS, Chapter 5.09 of the Commerce Municipal Code needs amending in order to update and clarify regulations relating to massage establishments and massage technicians.

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

SECTION 1. Section 5.09.100 of the Commerce Municipal Code, is hereby amended its entirety to read as follows:

- (1) The permit requirements and restrictions imposed by this chapter are reasonably necessary to protect the health, safety and welfare of the citizens of the city.
- (2) The city is authorized, by virtue of the State Constitution, Section 16000 of the Business and Professions Code, and Sections 51030 et seq. of the Government Code, to regulate massage establishments by imposing reasonable standards relative to the skill and experience of massage operators and reasonable conditions on the operation of massage establishments.
- (3) The state legislature enacted Business and Professions Code Section 4600 et seq., which establishes uniform standards of certification and regulation of massage practitioners and massage therapists that are binding on all cities throughout the state.
- (4) There is significant risk of injury to massage clients by improperly trained and/or educated massage technicians and this chapter provides reasonable safeguards against injury and economic loss.
- (5) There is opportunity for acts of prostitution and other unlawful sexual activity to occur in massage establishments. Courts have long recognized massage as a pervasively regulated activity and that massage establishments are often brothels in disguise. The establishment of reasonable standards for issuance of permits and restrictions on operations would serve to reduce the risk of illegal activity.
- (6) The restrictions and requirements contained in this chapter reduce the burdens on the sheriff's department and permit the deployment of police personnel such that more serious crimes may be prevented and more important laws enforced.
- (7) The regulations and restrictions contained in this chapter tend to discourage massage establishments from degenerating into houses of prostitution and the means utilized in this chapter bear a reasonable and rational relationship to the goals sought to be achieved.

SECTION 2. Subsection (e) (3) of Section 5.09.120 shall be amended in its entirety to read as follows:

- (e) (3) Any applicant (not including a massage technician), agent, partner, director, officer, stockholder or manager of applicant, has had any type of massage establishment permit or massage technician permit denied or revoked for cause by any public entity within eight years of filing the application;

SECTION 3. Subsection (e) (8) of Section 5.09.120 shall be amended in its entirety to read as follows:

(e) (8) The applicant, or any proposed massage technician, employee (not including a massage technician), owner or operator of the massage establishment, including, if the applicant is a corporation, any of its officers or directors, has been convicted of any penal code or municipal code violation, whether a felony or misdemeanor, or lesser offense from the violation originally charged, and, if so, the date, place, nature of each conviction or plea of nolo contendere and the identity of the convicting jurisdiction, or whether the applicant is required to register under the provisions of Section 290 of the Penal Code.

SECTION 4. Section 5.09.130(a) of the Commerce Municipal Code is hereby amended in its entirety to read as follows:

(a) A massage technician shall not engage in or participate in any massage activities in the city unless the massage technician has applied for and been issued a current massage technician permit by the California Massage Therapy Council, pursuant to the provisions of Business and Professions Code Section 4600, et seq.

SECTION 5. Section 5.09.150 of the Commerce Municipal Code is hereby amended in its entirety to read as follows:

Each permit issued by the City under this chapter shall expire one year from the date of issuance and may be renewed only by making an application as provided in this chapter. Application for renewal shall be made at least thirty days before the expiration date, and when made less than thirty days before the expiration date, the expiration of the permit will not be affected. A renewal application shall contain all materials required for an initial permit.

SECTION 6. The first sentence in subsection (a) of Section 5.09.170, is hereby amended to read as follows:

(a) An establishment permit issued pursuant to Section 5.0 9.120 of this chapter may be suspended or revoked at any time in accordance with the procedures set forth as follows:

SECTION 7. Section 5.09.180 of the Commerce Municipal Code is hereby amended in its entirety to read as follows:

5.09.180 – Nontransferability of a massage establishment permit.

A permittee shall not transfer a massage establishment permit, nor shall a permittee operate a message establishment under the authority of a permit at any place other than the address designated in the application. Any permit that is transferred in violation of this section shall immediately become null and void.

SECTION 8. Section 5.09.260 of the Commerce Municipal Code shall be amended to delete subsection (b) in its entirety.

SECTION 9. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 10. Effective Date. This ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 11. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

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

ATTEST:

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





# AGENDA REPORT

MEETING DATE: November 5, 2012

TO: HONORABLE CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE NEGOTIATION AND EXECUTION OF A CONTRACT WITH E. AVICO, INC., OF LOS ANGELES, CALIFORNIA, FOLLOWING THE SUCCESSFUL NEGOTIATION OF SAID CONTRACT FOR THE CONSTRUCTION OF A NEW EMERGENCY OPERATIONS CENTER (CASH CONTRACT NO. 1207)

## RECOMMENDATION:

Adopt the resolution approving the negotiation and execution of a contract with E. Avico Inc., pending the successful negotiation of a contract for the Construction of a New Emergency Operations Center (Cash Contract No. 1207) and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

The Federal Government recognizes the need to provide agencies with the necessary equipment to manage and respond to emergencies and disasters in an effective manner. Grant funds were made available to agencies to use towards upgrading existing Emergency Operations Centers (EOC) or construct new ones. City staff believes that the existing EOC does not adequately serve its purpose for managing emergency incidents.

On January 5, 2010, the City Council authorized staff to pursue Emergency Operation Center funding offered by the U.S. Department of Homeland Security.

On August 17, 2010, the City Council approved a Resolution to authorize the submittal of an application for the Fiscal Year 2010 EOC Grant funds in the amount of \$1,000,000 and designating agents authorized to prepare and execute any documents under the California Emergency Management Agency (Cal-EMA) Subgrant Program.

On October 10, 2011, the City received a letter from Cal-EMA, stating that the City's application for grant funds was approved in the amount of \$1,000,000.

On December 6, 2011, the City Council approved the Request for Proposals for design and engineering services for a new EOC, under Grant No. 2010-0016, Cal-EMA #037-14974.

On March 6, 2012, the City Council awarded a Professional Services Agreement to WLC Architects, Inc., for architectural and engineering services for the new Commerce Emergency Operations Center.

On May 15, 2012, the City Council received and filed a report and presentation on the final design of the new Emergency Operations Center. The design meets the grant guidelines and does not impact the existing fields used for recreational activities between City Hall and Rosewood Community Center.

On June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program, the City Council appropriated \$1,333,333 for the design and construction of a new Emergency Operations Center.

On September 4, 2012, the City Council approved and authorized the issuance of the Project Plans and Specifications.

**ANALYSIS:**

On October 1, 2012, in accordance with the Notice of Sealed Bids, 9 proposals were received and opened by the City Clerk. The bids received were as follows:

1	E. Avico, Inc., Los Angeles, CA	\$876,560
2	Monet Construction Development, Glendale, CA*	\$1,145,000
3	Interlog Corp., Brea, CA	\$1,187,787
4	DLE Construction, West Covina, CA	\$1,335,638
5	SBS Corporation, Westlake Village, CA	\$1,387,073
6	Unique Performance, Anaheim, CA	\$1,398,000
7	Hoffman, Los Angeles, CA	\$1,481,000
8	G2K Construction, San Gabriel, CA	\$1,575,000
9	Minako Amer. Corp., Gardena, CA	\$1,777,000

\*Submitted letter on 10/16/12 withdrawing their bid.

E. Avico, Inc., submitted the lowest, responsible and responsive bid. After careful examination and consideration of all bids, including reference checks of E. Avico, Inc., and a detail reviewed of their bid with company representatives and the architect, staff is recommending that the City Council consider approval of a contract with E. Avico, Inc., pending successful negotiation with City staff. Staff is recommending that the City Council authorize the Mayor to execute the contract, subject to the City Attorney's approval; the final contract will then be submitted for ratification by the City Council at an upcoming meeting.

The contractor will be responsible for providing all labor, materials, equipment, tools, and incidentals necessary to deliver a turn-key system that meets all City needs, as well as all grant guidelines and Federal, State and local regulations for essential buildings.

The attached project schedule takes into consideration the Cal-EMA Grant deadlines of May 31, 2013, by which date all construction activities will be completed.

**FISCAL IMPACT**

As part of CIP budget, the City Council approved a project funding level of \$1,333,333 for design and construction, as follows:

Design & Engineering Services	\$ 155,550 (existing agreement with WLC Architects Inc.)
Design Contingency	\$ 23,333
Inspection Services	\$ 50,000
Construction	\$ 734,397
Construction Contingency	\$ 36,720
In-kind Contributions (City Match)	<u>\$ 333,333</u>
<b>Total Funding:</b>	<b>\$1,333,333</b>

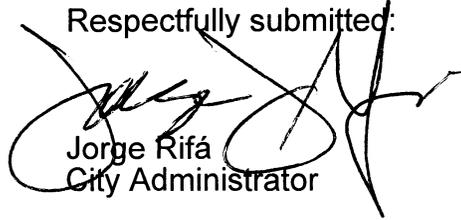
Staff is recommending the reallocation of the \$80,000 that the City will receive from Los Angeles County as the result of the cancellation of Agreement No. 73584 (Goodrich Boulevard at Union Pacific Improvements) to this project to ensure successful construction of the new Emergency Operations Center.

Staff is confident that after reviewing the bid from E. Avico, Inc., that the cost of the project can be value-engineered to meet the City's new budget.

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 Rifá  
City Administrator

Recommended by:



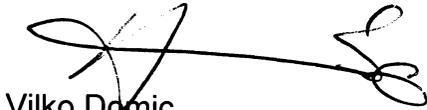
Loretta Gutierrez  
Interim Director of Safety & Community Services

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 THE NEGOTIATION AND EXECUTION OF A CONTRACT WITH E. AVICO, INC., OF LOS ANGELES, CALIFORNIA, FOLLOWING THE SUCCESSFUL NEGOTIATION OF SAID CONTRACT FOR THE CONSTRUCTION OF A NEW EMERGENCY OPERATIONS CENTER (CASH CONTRACT NO. 1207)

WHEREAS, on September 4, 2012, the City Council approved the Plans and Specifications for Cash Contract No. 1207 – Construction of a New Emergency Operations Center and the Notice Inviting Sealed Bids; and

WHEREAS, E. Avico, Inc. of Los Angeles, California, submitted the lowest bid; and

WHEREAS, staff believes that it will be able to negotiate a further reduction in the bid amount; and

WHEREAS, the City must award a construction contract soon in order to allow adequate time to complete construction prior to the grant deadline of May 30, 2012, or risk losing any unexpended funds or reimbursement for any construction activity pass this date.

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

Section 1. Staff is hereby authorized to negotiate a contract with E. Avico Inc.. The Mayor is hereby authorized to execute the contract, subject to the approval of the City Attorney, for an on behalf of the City.

Section 2. Staff shall submit the final version of the contract for ratification by the City Council at an upcoming meeting.

Section 3. Reimbursement funds in the amount of \$80,000 shall be reallocated from Los Angeles County for the cancellation of Agreement No. 73584 (Goodrich Boulevard at Union Pacific Improvements) to the construction of the Emergency Operations Center.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of November, 2012.

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

ATTEST:

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



# AGENDA REPORT

DATE: November 5, 2012

TO: HONORABLE SUCCESSOR AGENCY

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION APPROVING AN AGREEMENT WITH NAGASAKI & ASSOCIATES FOR THE APPRAISAL OF SUCCESSOR AGENCY-OWNED PROPERTY

## RECOMMENDATION

Approve and adopt the Resolution approving an agreement with Nagasaki & Associates for the appraisal of Successor Agency-owned property and assign the number next in order.

## BACKGROUND AND OVERVIEW:

Successor Agency staff has previously advised that appraisals will be required for various properties that the Successor Agency will be required to dispose of pursuant to the requirements of AB 26 and AB 1484. The Successor Agency and the Oversight Board have directed staff to solicit proposals for such appraisal work. Staff has contacted two appraisal companies and solicited bids for the appraisal of the following Successor Agency-owned properties:

1. Southwest corner of Washington Blvd. & Telegraph Road (2.88 acres, former hotel);
2. Northeast corner of Washington Blvd., & Telegraph Road (10 acres); and
3. The "Urban Entertainment Center" site on Telegraph Road (26 acres with oil line on site).

The following proposals were received:

1. Nagasaki & Associates - \$9,000; and
2. DMD Appraisal, Inc. - \$15,000.

Staff recommends that the Successor Agency approve a services agreement with the low bidder, Nagasaki & Associates, for the required appraisals. Nagasaki has comprehensive experience in Commerce and has done prior appraisal work for the City. The costs associated with the preparation of the appraisals would be \$9,000. Nagasaki estimates completion of the appraisal within 4-5 weeks once they are authorized to proceed.

This item will also require the approval of the Oversight Board.

## FISCAL IMPACT:

The cost to complete the appraisals would be \$9,000 maximum. Funds for this work was approved on the Recognized Obligation Payment Schedule (ROPS) January 2012 – June 2012 as the line item entitled "Project Area 3-Contract for Consulting Services." The ROPS was approved by the Oversight Board and subsequently by the State Department of Finance.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

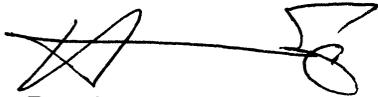
This item is not specifically related to any of the 2012 Strategic Goals.

Respectfully submitted,



Jorge J. Rifá  
Executive Director

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
Agency Legal Counsel

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

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION APPROVING AN AGREEMENT WITH NAGASAKI & ASSOCIATES FOR THE APPRAISAL OF SUCCESSOR AGENCY OWNED PROPERTY

WHEREAS, Successor Agency staff has previously advised that appraisals will be needed for various properties that the Successor Agency will be required to dispose of pursuant to the requirements of AB 1X 26 and AB 1484; and

WHEREAS, the Successor Agency and Oversight Board have directed staff to solicit proposals for such appraisal work; and

WHEREAS, staff contacted several appraisal companies and solicited bids for the appraisal of the properties located in the City of Commerce, at: (1) the Southwest corner of Washington Boulevard and Telegraph Road (2.88 acres, former hotel site); (2) the Northeast corner of Washington Boulevard and Telegraph Road (10 acres); and (3) the Urban Entertainment Center site (26 acres); and

WHEREAS, Nagasaki & Associates provided the lowest bid, has comprehensive experience in Commerce, and has done prior appraisal work for the City; and

WHEREAS, staff recommends that the Successor Agency approve a services agreement with the low bidder, Nagasaki & Associates, for the required appraisals, and

WHEREAS, funds for this work were approved on the Recognized Obligation Payment Schedule (ROPS) January 2012 – June 2012 as the line item entitled “Project Area 3-Contract for Consulting Services”. The ROPS was approved by the Oversight Board and subsequently by the State Department of Finance.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Successor Agency to the Commerce Community Development Commission hereby finds and determines that the recitals set forth above are true and correct.

Section 2. The Agreement between the Successor Agency and Nagasaki & Associates is hereby approved.

Section 3. Successor Agency staff is directed to present the actions set forth in this Resolution for review and approval by the Oversight Board.

Section 4. The Successor Agency’s Secretary shall certify to the adoption of this Resolution and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
Secretary



**THIS AGREEMENT** (the "Agreement") dated as of November 5<sup>th</sup>, 2012 (the "Effective Date") is made by and between Nagasaki & Associates ("Consultant") and the Successor Agency to the Commerce Community Development Commission (the "Successor Agency").

**RECITALS**

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

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

**AGREEMENT**

1. Scope of Services and Schedule of Performance.

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

2. Term.

Except as otherwise provided by Section 19 hereof, the term of this Agreement shall be for a period commencing on the Effective Date until the completion by Consultant of all the Services, to the satisfaction of the Successor Agency.

3. Compensation.

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

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

4. Financial Records.

Consultant shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible. Consultant shall keep, maintain

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

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel; Subcontracting.

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

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

7. Responsible Principal and Project Manager.

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

8. Successor Agency Liaison.

Consultant shall direct all communications to the Successor Agency Executive Director or his designee. All communications, instructions and directions on the part of the Successor

Agency shall be communicated exclusively through the Successor Agency Executive Director or his designee.

9. Licenses.

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

10. Compliance with Laws.

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

11. Warranty and Liability.

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

12. Indemnification.

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

13. Confidentiality.

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to

Consultant by the Successor Agency, or employees or agents of the Successor Agency, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the Successor Agency, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the Successor Agency of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Consultant notifies the Successor Agency of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

14. Ownership of Documents.

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

15. Data and Services to be Furnished by the Successor Agency.

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

16. Covenant against Contingent Fees.

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, Successor Agency or percentage from the award or making of this Agreement, except for subcontractors listed in this Agreement. For breach or violation of this warranty, the Successor Agency shall have the right, among other available legal remedies, to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or

otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Conflict of Interest.

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

18. Other Agreements.

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

19. Termination.

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

- a. by the written mutual agreement of the parties hereto; or
- b. by the Successor Agency, with or without cause, upon 5 days written notice to Consultant pursuant to Section 24 of this Agreement.

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

20. Waiver of Breach.

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

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

21. Assignment.

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

22. Arbitration.

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

23. Attorneys' Fees.

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

24. Notices.

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

For the Successor Agency:

Successor Agency to the Commerce Community Development Commission  
2535 Commerce Way  
Commerce, California 90040  
Attn: Successor Agency Executive Director

For Consultant:

Nagasaki & Associates  
2421 West 205<sup>th</sup> Street, Suite D201  
Torrance, California 90501  
Attn: Jeffrey T. Nagasaki, MAI

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

25. Governing Law.

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

26. Severability.

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

27. No Construction of Agreement against any Party.

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

28. Entire Agreement and Amendments to Agreement.

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

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

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

30. Counterpart Signatures.

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

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

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

**SUCCESSOR AGENCY OF COMMERCE  
COMMUNITY DEVELOPMENT  
COMMISSION**

DATED: November \_\_\_\_, 2012

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

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, Secretary

**NAGASAKI & ASSOCIATES**

DATED: November \_\_\_\_, 2012

By: \_\_\_\_\_  
Jeffrey T. Nagasaki, MAI

**APPROVED AS TO FORM**

  
By: Eduardo Olivo  
Title: Successor Agency Legal Counsel

**EXHIBIT "A"**

Nagasaki & Associates will provide real property analysis services concerning the properties located at Telegraph Road (26 acres) Washington/Telegraph (10 acres) and Washington/Telegraph (2.88 acres) Commerce, California.

<b>Client</b>	City of Commerce and Tierra West
<b>Appraiser</b>	Jeffrey T. Nagasaki, MAI, Nagasaki & Associates
<b>Property Identification</b>	Noted above
<b>Property Type</b>	Vacant commercial sites
<b>Interest Valued</b>	Fee simple
<b>Intended Users</b>	City of Commerce
<b>Intended Use</b>	Disposition
<b>Date of Value</b>	Current
<b>Hypothetical Conditions</b>	None
<b>Extraordinary</b>	None
<b>Anticipated Scope of Work</b>	Onsite inspection
<b>Valuation Approaches</b>	Sales Comparison Approach for each site
<b>Report Options</b>	(3) separate summary reports
<b>Delivery Date</b>	4-5 weeks
<b>Number of Copies</b>	Three each plus pdf
<b>Payment to Appraiser</b>	\$3,000 26 acre site \$3,000 10 acre site \$3,000 2.88 acre site <hr/> \$9,000 all reports
<b>Retainer</b>	None

**Scope of Work**

The scope of work will involve the analysis and determination of the market value of a the various commercial sites within the scope of legally permitted uses. Our analysis will include an onsite inspection and collection of relevant market data to determine the market value of each site. This will consider the variety of uses available and pertinent characteristics of each site. We will complete a separate summary report for each property which provides our conclusion of fair market value.

**Report type**

We hereby propose to provide Summary Appraisal reports, in three (3) copies. The report format will comply with the reporting requirements set forth under Standards 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP). The Summary Appraisal Report will summarize the details relevant to the valuation and appraisal process. Supporting documentation for this format is contained within our files.





## AGENDA REPORT

Meeting Date: November 5, 2012

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS FOR THE INSTALLATION OF A RED LIGHT PHOTO ENFORCEMENT PROGRAM

**RECOMMENDATION:**

Adopt the Resolution approving the First Amendment to the Agreement with Redflex Traffic Systems for the installation of a Red Light Photo Enforcement Program, and assign the number next in order.

**MOTION:**

Approve the recommendation.

**BACKGROUND:**

Redflex provides the highest standards and integrity in the industry, with a proven product backed by individuals of the highest quality, which has a long and extensive track record for providing the state-of-the-art technology and demonstrated results for reducing intersection related collisions and saving lives.

Redflex has worked extensively with the City of Commerce since 2002 to develop a Red Light Photo Enforcement Program. At the request of both the Community Services and Traffic Commissions, the City Council viewed a power point presentation prepared by Dr. Aaron Rosenberg, Vice President of Redflex Inc., on December 2, 2003. At the conclusion of the presentation, and during the ensuing discussion, the City Council asked staff to conduct further research on the Redflex Red Light Photo Enforcement Program and return to it with an agreement for consideration.

On September 21, 2004, the City Council conducted a public hearing to consider public input on the proposal provided by Redflex. At the conclusion of the public hearing, the City Council directed staff to provide additional information regarding the proposed system and authorized the City Administrator to execute the agreement with Redflex, which included certain specific assurances for the protection of the City.

On January 2, 2007, the City Council approved the implementation of the Redflex Red Light Photo Enforcement Program. The intersections that were approved for implementation are as follows:

Eastern Avenue & Slauson Avenue; Telegraph Road & Washington Boulevard; Telegraph Road & Atlantic Boulevard; Garfield Avenue & Telegraph Road; Garfield Avenue & Slauson Avenue; Gage Avenue & Slauson Avenue; Slauson Avenue & Telegraph Road; Telegraph Road & Tubeway Avenue; Garfield Avenue & Washington Boulevard; Bandini Boulevard & Garfield Avenue; Olympic Boulevard & Gerhart Avenue; Flotilla Street & Garfield Avenue; Goodrich Boulevard & Olympic Boulevard; Washington Boulevard & Atlantic Boulevard; and Washington Boulevard & Yates Avenue.

**ANALYSIS:**

After several weeks of negotiation, staff is recommending that the City continue its relationship with Redflex under the following terms:

- 3 years with 2 X 2 year extensions
- \$4,200 per approach
  - Current amount per approach      \$ 6,070
  - Current number of approaches      8
  - Current monthly amount      **\$ 48,560**
  
  - Current annual amount      **\$582,720**
  
  - Proposed amount per approach      \$ 4,200
  - Current number of approaches      8
  - Proposed monthly amount      **\$ 33,600**
  
  - Proposed annual amount      **\$403,200**
  
  - **Proposed Annual Savings      \$179,520**
  
- Installation of the SmartScene feature (Real Time Viewing) - SMARTscene provides the ability to capture the video surrounding a particular event of interest, such as a traffic offence. Programs, such as SMARTcam, request video of an event from SMARTscene by sending a number of requests to the program. SMARTscene maintains a buffer of recent video allowing it on receiving a request to save a specified amount of video both before and after the request to a specified location. In normal operation, SMARTscene operates as a Windows service and is automatically launched when the system started. SMARTscene can also be run as a console application to assist in diagnostics.
  
- Installation of the Halo system at one intersection - (Intelligent Collision Preemption System) ICPS technology provides the safest and most efficient means of protecting motorists on high-speed signalized intersections. The system determines if motorists are in an unsafe time condition and efficiently extends the red light phase for all other approaches within the same intersection. This unsafe time condition exists within 2 to 5 seconds prior to the approach stop bar. At this point, the driver must decide whether or not they will come to a stop suddenly, risking a rear end collision by a trailing car, or continue through the intersection and risk running a red light and becoming part of a right-angle collision. This technology ensures right angle collision avoidance by extending the red phase, thus reducing/eliminating dangerous and potentially fatal collisions.

Redflex will continue to assume all risks for the program, and will be compensated on a fixed fee basis, which is in compliance with applicable California Vehicle Code(s). The City shall be under no obligation to provide funding for construction, implementation or operation of the program. The City shall be responsible for monitoring traffic impacts of the program and for providing personnel to review and approve the citations that are issued, along with overall program oversight.

**The Redflex program is contractually guaranteed to be cost neutral with no upfront or out-of-pocket costs to the City. Redflex assumes all financial risk.**

**FISCAL IMPACT:**

In addition to the cost savings highlighted above (approximately **\$179,520 annually**), the red light photo enforcement program, utilizing RTS, has generated revenue to the General Fund since its implementation – approximately **\$250,000 to \$275,000 annually**.

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

This item is associated with Council's goal of making financially and economically sound decisions consistent with economic conditions.

Recommended By,



Loretta Gutierrez  
Interim Community Services Director

Respectfully submitted,



Jorge Rifá  
City Administrator

Recommended by,



Vilko Domic  
Director of Finance / City Treasurer

Approved as to Form



Eduardo Olivo  
City Attorney

Attachment: Resolution  
First Amendment to Agreement with Redflex



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH REDFLEX  
TRAFFIC SYSTEMS FOR THE INSTALLATION OF A RED LIGHT PHOTO  
ENFORCEMENT PROGRAM

WHEREAS, Redflex Traffic Systems (“Redflex”) provides the highest standards and integrity in the red light photo enforcement industry, with a proven product backed by individuals of the highest quality, which has a long and extensive track record for providing the state of the art technology and demonstrated results for reducing intersection related collisions and saving lives; and

WHEREAS, Redflex has worked extensively with the City of Commerce since 2002 to develop a Red Light Photo Enforcement Program; and

WHEREAS, on January 2, 2007, the City Council approved the implementation of the Redflex Red Light Photo Enforcement Program (the “Agreement”). The intersections that were approved for implementation are as follows: Eastern Avenue & Slauson Avenue; Telegraph Road & Washington Boulevard; Telegraph Road & Atlantic Boulevard; Garfield Avenue & Telegraph Road; Garfield Avenue & Slauson Avenue; Gage Avenue & Slauson Avenue; Slauson Avenue & Telegraph Road; Telegraph Road & Tubeway Avenue; Garfield Avenue & Washington Boulevard; Bandini Boulevard & Garfield Avenue; Olympic Boulevard & Gerhart Avenue; Flotilla Street & Garfield Avenue; Goodrich Boulevard & Olympic Boulevard; Washington Boulevard & Atlantic Boulevard; and Washington Boulevard & Yates Avenue; and

WHEREAS, staff is recommending that the City approve the first amendment to the Agreement to continue its relationship with Redflex.

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

Section 1. The First Amendment to the Agreement between the City of Commerce and Redflex Traffic Systems 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 \_\_\_\_\_, 2012.

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

ATTEST:

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



**FIRST AMENDMENT TO  
THE EXCLUSIVE AGREEMENT BETWEEN THE CITY OF COMMERCE AND  
REDFLEX TRAFFIC SYSTEMS, INC., FOR AUTOMATED RED LIGHT PHOTO  
ENFORCEMENT CAMERAS**

This First Amendment to the Agreement is made this \_\_\_\_\_ day of November, 2012, by and between Redflex Traffic Systems, Inc., with offices located at 5835A Uplander Way, Culver City, CA 90230 (“Redflex”) and the City of Commerce, a municipal corporation, with offices at 2535 Commerce Way, Commerce California, 90040, and as hereinafter collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, Redflex and the Customer previously entered into a certain agreement dated the 2<sup>nd</sup> day of January, 2007, to provide automated red light automated photo enforcement cameras within the City of Commerce; and

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that the law enforcement agency of the Customer are able to monitor, identify and enforce red light violations; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. Paragraph 2.0 of the Agreement, entitled “TERM”, is amended in its entirety to read as follows:

“The term of this Agreement shall commence as of the date hereof and shall continue for a period of three (3) years (the “Initial Term”). The customer shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional, consecutive and automatic two (2) year periods following the expiration of the Initial Term (each, a “Renewal Term” and collectively with the Initial Term, the “Term”). The customer may exercise the right not to extend the term of this agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.”

2. Exhibit “A” of the Agreement, entitled “Designated Intersection Approaches”, is replaced in its entirety with the revised Attachment “A”, which is attached hereto and incorporated herein by reference.

3. Attachment "D" of the Agreement, entitled "Compensation & Pricing", is replaced in its entirety with the revised Attachment "D", which is attached hereto and incorporated herein by reference.

4. All other provisions of the Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

"CUSTOMER"

"REFLEX"

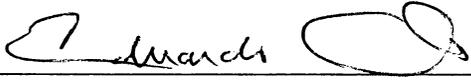
CITY OF COMMERCE

REFLEX TRAFFIC SYSTEMS, Inc.

By: \_\_\_\_\_  
Name: Lilia R. Leon  
Title: Mayor

By: \_\_\_\_\_  
Name: Karen Finley  
Title: President and CEO

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
Name: Linda Kay Olivieri, MMC  
Title: City Clerk

**EXHIBIT "A"**  
**Designated Intersection Approaches**

The Agreement is for the continued operational services of up to twenty (20) Fixed Equipment Locations, to include the current nine (9) Fixed Equipment Locations.

The current Fixed Equipment Locations are as follows:

1. Slauson Ave. / Gage Ave. – E/B
2. Slauson Ave. / Gage Ave. – W/B
3. Telegraph Rd. / Garfield – W/B
4. Telegraph Rd. / Garfield – E/B
5. Atlantic Blvd. / Telegraph Rd. – S/B
6. Atlantic Blvd. / Telegraph Rd. – S/B
7. Slauson Ave. / Eastern Ave. – E/B
8. Slauson Ave. / Eastern Ave. – S/B
9. Telegraph Rd. / Atlantic Blvd. – W/B

**EXHIBIT “D”**  
**Compensation & Pricing**

**Fixed Monthly Fee**

Tier One: Commencing on the execution of this Agreement, Customer shall be obligated to pay Redflex a fixed fee of \$4200.00 per Fixed Equipment Approach per month for the continued operation of the Fixed Equipment Approaches identified in Exhibit “A”.

Pricing is set forth for the Customer to pay up to eight (8) approaches. Approach number six (6) in Exhibit “A” shall remain without fee.

Tier Two: A New Fixed Equipment Approach means the installation of any new Fixed Equipment Locations over and above the current nine (9) Fixed Equipment Locations set forth in Exhibit “A”. Customer shall be obligated to pay a fixed monthly fee of \$6000.00 for each new Fixed Equipment Approach.

**System Upgrades:**

Halo System (Intelligent Collision Preemption System ) - One (1) system will be installed and no cost at a location to be determined by the customer..

SmartScene (Streaming Video/ 30 day retention period) – SmartScene will be installed at each current approach as specified in Exhibit ‘A’ at no cost to the customer.



# AGENDA REPORT

MEETING DATE: November 5, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: FISCAL YEAR 2012/13 CAPITAL IMPROVEMENT PROGRAM UPDATE

RECOMMENDATION:

Receive and file report on the FY 2012/13 Capital Improvement Program.

MOTION:

Move to approve recommendation.

BACKGROUND/ANALYSIS:

On June 19, 2012, the City Council approved the Fiscal Year 2012/13 Capital Improvement Program Budget. The approved budget includes 4 transportation-related projects and 18 general fund related projects as shown on Table 1 & Table 2.

**TABLE 1 – TRANSPORTATION & SPECIAL PROJECT FUNDS APPROVED PROJECTS**

Project Consultant (Mobility Advancement)	\$ 45,000
Commerce MetroLink Station Improvement	\$ 250,000
Replace Bus Washer	\$ 317,467
Telegraph Road Street Improvement (MTA Measure R)	\$2,004,000
TOTAL	\$2,616,467

**TABLE 2 – GENERAL FUNDS & OTHER SOURCES APPROVED PROJECTS**

Street Reconstruction (Rosini Residential)	\$ 2,000,000
Street Reconstruction (Bristow Residential / East of I-710 FWY)	\$ 805,000
Safe Route to School (Cycle 7)	\$ 57,210
Railroad Crossing Improvements (HSIP Cycle 4 Grant)	\$ 56,000
Resident Card System and Services Tracking Program	\$ 113,000
Camp Commerce Water Line Improvements	\$ 130,000
Camp Commerce Driveway Improvements	\$ 40,000
Geotechnical Analysis Camp Commerce Snow Drop	\$ 30,000
Supplemental Filtration and Replastering (Small Pool)	\$ 150,000
Emergency System Upgrade	\$ 30,000
Emergency Dispenser/Fuel Line	\$ 65,000
City Hall Security/Electronic Card System	\$ 100,000
Teen Center Improvements	\$ 100,000
Municipal Code Update	\$ 45,000
Greenwood Library Improvements	\$ 28,300
Construction Management Services (Swinerton)	\$ 146,827
Engineering Services (Transtech)	\$ 63,000
Project Consultant (Tierra West)	\$ 87,000
TOTAL	\$4,046,969

Today's agenda includes City Council action on the following projects:

- 1) New Emergency Operations Center Project
- 2) Central Library Renovation Project
- 3) Commerce MetroLink Station Improvement Project
- 4) Telegraph Road Street Improvement Project
- 5) Washington Boulevard Reconstruction Project

Staff continues to work diligently on the implementation of this year's Capital Improvement Program. Attached is a spreadsheet with updates on all projects.

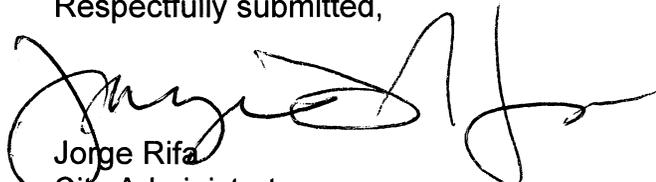
**FISCAL IMPACT:**

The proposed activities can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2012/13 Capital Improvement Program Budget.

**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,



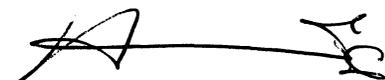
Jorge Rifa  
City Administrator

Prepared and recommended 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

File: 2012 City Council Agenda Reports  
FY 2012/13 Capital Improvement Program – Agenda Reports

**FY 2012/13 TRANSPORTATION & SPECIAL PROJECT FUNDS PROJECTS**

<b>PROJECT NAME</b>	<b>BUDGET</b>	<b>STATUS</b>
PROJECT CONSULTANT (MOBILITY ADVANCEMENT)	\$ 45,000	Mobility Advancement is providing consultation services and assistance to Transportation on various grants and transit related projects.
COMMERCE METROLINK STATION IMPROVEMENT	\$ 250,000	According to the Transportation Department, City recently received FTA approval and funding for this project. Improvements should be combined with additional repairs due to train derailment on 2/23/12, for which BNSF has offered a settlement to the City (Council taking action on settlement agreement on 11/5/12).
REPLACE BUS WASHER	\$ 317,467	City Council approved contract with NS Corporation for these improvements on 10/16/12. Work is tentative schedule to begin on 01/7/13, pending approval of insurance and bonds documents and parts delivery.
TELEGRAPH ROAD STREET IMPROVEMENT (MTA MEASURE R)	\$ 2,004,000	City Council approved RFP for various Professional Services (engineering, construction management, materials testing and public works inspection) on 11/5/12. Actual funds available from I-5 JPA is \$1,800,000 for this project of which 40% soft-cost & 60% construction cost.
PAINT TRANSPORTATION DEPARTMENT BUILDING	\$ 90,000	PHASE I - PAINTING OF INTERIOR OFFICES AND BUILDING EXTERIOR COMPLETED AND WORK ACCEPTED BY CITY COUNCIL ON 8/6/12. City Council to award PHASE II - Painting of Garage Interior on 9/4/12. Garage painting is schedule to begin on 11/09/12.
BUS STOPS -- CITYWIDE	\$ 500,000	Contractor is nearly complete with all improvements, working on punch list. Estimated completion 11/09/12. Council acceptance of work scheduled for 11/20/12.
REPLACE HEAVY VEHICLE LIFT (TRANSPORTATION)	\$ 120,000	IMPROVEMENTS COMPLETED on Sept. 28, 2012. City Council acceptance of work scheduled for 11/20/12.
	<b>\$ 3,326,467</b>	

**TIER I - FY 2010/11 CIP APPROVED AND FUNDED PROJECTS (TRANSPORTATION & SPECIAL PROJECTS)**

<b>PROJECT NAME</b>	<b>BUDGET</b>	<b>STATUS</b>
STREET RECONSTRUCTION (ROSINI/ROSEWOOD RESIDENTIAL)	\$ 2,000,000	City Council awarded contract to All American Asphalt on 10/2/12. Contractor has provided bonds and insurance, awaiting on approval before issuing Notice to Proceed. Contractor is provided a draft Notice for residents.
STREET RECONSTRUCTION (BRISTOW RESIDENTIAL)	\$ 805,000	Engineer is finalizing Plans and Specifications and incorporating staff comments. PS&E are scheduled for approval in December 2012.

SAFE ROUTE TO SCHOOL (CYCLE 7)	\$ 57,210	Project delayed due to reconstruction of Harbor Street, Commerce Way, etc. (part of Rosin/Rosewood Street Rehabilitation Project). Project will be completed after the Rosini/Rosewod project.
RAILROAD CROSSING IMPROVEMENTS (HSIP CYCLE 4 GRANT)	\$ 56,000	Awaiting MOU Agreement with Caltrans.
RESIDENT CARD SYSTEM AND SERVICES TRACKING PROGRAM	\$ 113,000	IT is on standby until Parks & Recreation replaces all the resident's old ID cards with the updated version that will work with our tracking software. Parks and Recreation indicated that they were on schedule to complete the change-over by November 2012.
CAMP COMMERCE WATER LINE IMPROVEMENTS	\$ 130,000	Staff and engineers are working on moving forward with the driveway repairs and new driveway wall construction, separate from the waterline Improvements and the geotechnical analysis. Project was delayed due to comments from the local water agnecy. Engineer has began preliminary discussions with Caltrans regarding boring under the I-173 to bring a new water service capable of provide both potable water and fire service connection for fire hydrants and fire sprinklers.
CAMP COMMERCE DRIVEWAY IMPROVEMENTS	\$ 40,000	
GEOTECHNICAL ANALYSIS CAMP COMMERCE SNOW DROP	\$ 30,000	
SUPPLEMENTAL FILTRATION AND REPLASTERING (SMALL POOL)	\$ 150,000	City Council awarded a design contract for the supplemental filtration system to Aquatic Design Group. Project kick-off meeting tentatively scheduled for November 15, 2012.
EMERGENCY SYSTEM UPGRADE	\$ 30,000	Staff will begin work on this project in January 2013.
EMERGENCY DISPENSER/FUEL LINE	\$ 65,000	Staff will begin work on this project in January 2013.
CITY HALL SECURITY/ELECTRONIC CARD SYSTEM	\$ 100,000	Staff has completed a draft RFP for this project and a preliminary plan showing all the locations of doors to be secured with card system. Staff will bring the RFP for City Council approval and issuance in December 2012.
TEEN CENTER IMPROVEMENTS	\$ 100,000	Staff is currently working on project scope. Staff has obtained and is reviewing proposals for certain improvements. A meeting with center staff will be scheduled in the next 2 weeks.
MUNICIPAL CODE UPDATE	\$ 45,000	The current Municipal Code is now avaiable online at the City Website. Staff is currently working on text revisions to the Municipal Code.
GREENWOOD LIBRARY IMPROVEMENTS	\$ 28,300	Staff has obtained 2 proposals for this work, and is attempting to obtain a 3rd proposal. Staff will bring this item for City Council consideration no later than December 2012 for award.
CONSTRUCTION MANAGEMENT SERVICES (SWINERTON)	\$ 146,827	Swinerton is providing construction management and support on various capital improvement projects. On 10/22/12, City Council approved a 60-day contract extension.
ENGINEERING SERVICES (TRANSTECH)	\$ 63,000	Transtech is providing engineering services and support services to the City both on a daily basis and on capital improvement projects.

PROJECT CONSULTANT (TIERRA WEST)	\$ 87,000	Tierra West is providing consultation and support services to Community Development on various projects.
WASHINGTON BLVD MAJOR IMPROVEMENT	\$ 32,000,000	City Council awarded the design and engineering agreement to RBF Consulting on June 19, 2012. Engineer and staff are currently working on various design aspects of the project, including utility notification & coordination, storm drainage improvements, traffic signal improvements, roadway geometry and overall design.
RENOVATION OF THE CENTRAL LIBRARY	\$ 4,837,794	On October 8, 2012, the architect has submitted revised plans (to meet new building code requirements, effective 7/1/12) to the County for plan check approval. The County stated that plan check will take about 6 weeks. We expect having to resubmi plans due to County comments/corrections. It is anticipated that in early December 2013 we should have approved plans. The PS&E are 90% completed. Final PS&E are scheduled for City Council consideration and approval in January 2013, for release and advertisement. Construction is scheduled to start in April 2013 with completion in January 2014.
EMERGENCY OPERATION CENTER CONSTRUCTION (EOC GRANT)	\$ 1,333,333	City Council on 9/4/12 approved PS&E and advertising for sealed bids. Nine bids were received. On 11/5/12, City Council will consider approval of contract and authorizing the City Administrator to negotiate contract.
ENERGY EFFICIENT UPGRADES/LIGHTING RETROFIT	\$ 111,988	IMPROVEMENTS COMPLETED, CITY COUNCIL ACCEPTED WORK ON 7/17/12.
	<b>\$ 38,579,942</b>	

