

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

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

COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA

TUESDAY, NOVEMBER 5, 2013 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Aguilar

PLEDGE OF ALLEGIANCE

Beatriz Sarmiento
Director of Library Services

INVOCATION

Councilmember/Boardmember Robles

ROLL CALL

Deputy City Clerk Alexander

APPEARANCES AND PRESENTATIONS

1. Commendation -- Ali Pakravan, President and Owner of Arya Ice Cream Company

The **City Council** will present a Commendation to Ali Pakravan, President and Owner of Arya Ice Cream Company for the generous donation of ice cream to the 2013 Commerce Relay for Life Event.

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 com-

mencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

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

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

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

CONSENT CALENDAR

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

2. Approval of Warrant Register Nos. 7A and 7B

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 7A, dated November 5, 2013, and 7B for the period October 16, 2013 to October 31, 2013.

3. Proclamation – Designating the Month of November as “Movember”

At the request of Councilmember Altamirano, the **City Council** will consider designating the month of November as **Movember** in the City of Commerce, whereas men are asked to grow moustaches to raise awareness of men’s health issues.

4. Library Commission Recommendation -- DVD Late Fee Reduction

The **City Council** will consider for approval a recommendation of the Library Commission to reduce the current DVD late fee from \$2.00 to \$1.00.

5. Request for Proposals for Engineering, Design and Construction Management Services for City Project No. 1306 – 2013/2014 Bus Shelter Project (Phase IV)

Phases I, II and III of the City’s bus shelter project have been completed with a combined cost of approximately \$250,000. The final Phase IV of this is needed to further meet current ADA requirements, improve appearance and public safety at City bus stops, repair damaged sidewalks, and remove unauthorized dilapidated bus benches.

The **City Council** will consider for approval the Request for Proposals (RFP) for engineering, design and construction management services City Project No. 1306 – 2013/2014 Bus Shelter Project (Phase IV), and authorizing the Public Works and Development Services Development to advertise for bids and designating Wednesday, December 11, 2013, at 3:00 p.m., as the bid opening date.

6. A Resolution of the City Council of the City of Commerce, California Approving Revisions to the City of Commerce Personnel Policies and Procedures and Standard Operating Procedure Manual

CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

11/5/2013 – 6:30 p.m.

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The **City Council** will consider for approval and adoption a proposed Resolution approving revisions to the City of Commerce Personnel Policies and Procedures and Standard Operating Procedure Manual (Employee Voluntary Leave Donation Plan Policy (III-23) and the new Electronic Communications Policy (III-25)).

7. A Resolution of the City Council of the City of Commerce, California, Approving and Adopting An Agreement for Services Between the City of Commerce and Rio Hondo Community College District for Commerce Emergency Response Team Training

For many years, the Rio Hondo Community College has conducted Community Emergency Response Team (CERT) Training for employees who are members of the City's Search & Rescue Team (SAR Team). The training is tailored to the needs of the City and is held monthly at the College's off-site training center in Santa Fe Springs. Such training is necessary and very valuable to the City's SAR Team.

The **City Council** will consider for approval and adoption a proposed Resolution approving and adopting an Agreement for services between the City of Commerce and Rio Hondo Community College District for Commerce Emergency Response Team training.

8. A Resolution of the City Council of the City of Commerce, California, Approving the First Amendment to The TransTrack Systems, Inc. Maintenance and Support Agreement

The first amendment will extend the existing contract to June 2014 and allow TransTrack to continue providing the City maintenance and support services, as it relates to the transit business intelligent software system.

The **City Council** will consider for approval and adoption a proposed Resolution, approving the first amendment to the TransTrack Systems, Inc. Maintenance and Support Agreement.

9. A Resolution of the City Council of the City of Commerce, California, Approving a Professional Services Agreement with Converse Consultants for the Division of State Architect (DSA) Approved Inspector of Record for the Central Library Renovation Project

The **City Council** will consider for approval and adoption a proposed Resolution approving a Professional Services agreement with Converse Consultants for the Division of State Architect (DSA) Approved Inspector of Record for the Central Library Renovation Project.

10. A Resolution of the City Council of the City of Commerce, California, Approving a Government Affairs Consulting Agreement with California Consulting, LLC for Grant Writing and Consulting Services

At the request of Councilmember Altamirano and Councilmember Robles, the **City Council** will consider for approval and adoption a proposed Resolution approving a Professional Services Agreement with California Consulting, LLC for grant writing and consulting services.

11. A Resolution of the City Council of the City of Commerce, California, Approving An Acceptance of Quitclaim Deed for Real Estate Donated by the BNSF Railway Company

The **City Council** will consider for approval and adoption a proposed Resolution approving an acceptance of Quitclaim Deed for Real Estate Donated by the BNSF Railway Company.

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12. A Resolution of the City Council of the City of Commerce, Requesting the South Coast Air Quality Management District Issue a Health Advisory to the Southeast Los Angeles County Air Quality Management District Regions and any other Areas that may be Affected by harmful Air Emissions from Exide Technologies to Educate and Inform Residents, Workers, and Businesses in Commerce and Surrounding Communities on Immediate Steps they should take to Protect themselves and their Families given the AQMD Findings on Exposure to Lead and Arsenic Air Emissions

The City of Vernon is urging Southeast Los Angeles County cities, federal and state elected representatives to support their effort to insist that the AQMD inform neighborhood residents and workers in our communities of any imminent health risks they may face by approving the proposed Resolution.

At the request of Mayor Aguilar, the **City Council** will consider for approval and adoption a proposed Resolution requesting the South Coast Air Quality Management District issue a health advisory to the Southeast Los Angeles County Air Quality Management District regions and any other areas that may be affected by harmful air emissions from Exide Technologies to educate and inform residents, workers, and businesses in Commerce and surrounding communities on immediate steps they should take to protect themselves and their families given the AQMD findings on exposure to lead and arsenic air emissions.

PUBLIC HEARINGS

13. Public Hearing -- An Ordinance of the City Council of the City of Commerce, California, Amending Title 19 ("Zoning") of the Commerce Municipal Code by Adding Chapter 19.47 (Housing Opportunity Overlay); Amending Chapter 19.07 Division 3 (Density Bonuses); Adding Chapter 19.07 Division 4 (Reasonable Accommodation); Amending Tables 19.07.020A (Permitted and Conditional Uses-Residential Zones) and Table 19.11.030A (Uses in Industrial Districts); Adding Chapter 19.31 Division 22 (Emergency Residential Shelters and Transitional Housing); Amending Section 19.07.090 (Second Units); and Chapter 19.45 (Definitions) – First Reading

The **City Council** will conduct a public hearing on and thereafter consider for first reading a proposed Ordinance amending Title 19 ("Zoning") of the Commerce Municipal Code by adding Chapter 19.47 (Housing Opportunity Overlay); amending Chapter 19.07 Division 3 (Density Bonuses); adding Chapter 19.07 Division 4 (Reasonable Accommodation); amending Table 19.07.020A (Permitted and Conditional Uses-Residential Zones) and Table 19.11.030A (Uses in Industrial Districts); adding Chapter 19.31 Division 22 (Emergency Residential Shelters and Transitional Housing); amending Section 19.07.090 (Second Units); and Chapter 19.45 (Definitions).

14. Public Hearing – A Resolution of the City Council of the City of Commerce, California, Approving General Plan Amendment No. 13-02, An Update of the City's Housing Element of the General Plan for the 2014-2021 Planning Period

The **City Council** will conduct a public hearing on, and thereafter consider for approval a proposed Resolution approving General Plan Amendment No. 13-02, an update of the City's Housing Element of the General Plan for the 2014-2021 planning period.

CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

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SCHEDULED MATTERS

15. City Council Briefing -- I-710 Freeway - Tanker Truck Fire Incident, Sunday, October 27, 2013

The **City Council** will receive an update from the Los Angeles County Fire Department on the recent Tanker Truck Fire incident that occurred on Sunday, October 27, 2013, on the I-710 freeway and thereafter consider and take the appropriate action as deemed necessary.

16. Update from the Green Zones Working Group and Adoption of Their Majority Recommendation to Implement the Strategy Recommendations Listed in the Green Zones Working Group Recommendations Matrix

The **City Council** will receive an update on and thereafter consider and take the appropriate action as deemed necessary with respect to, an Update from the Green Zones Working Group and adoption of their majority recommendation to implement the strategy recommendations listed in the Green Zones Working Group Recommendations Matrix.

17. Cinco de Mayo and September 16 Celebrations

The **City Council** will receive a report on and thereafter consider and take appropriate action as deemed necessary with respect to, a proposal from the Parks and Recreation Department to move the annual Cinco De Mayo event from Rosewood Park to Bristow Park and to restore funding for a September 16th Celebration event, which will also be held at Bristow Park.

18. Day of Service

The **City Council** will receive a report on and thereafter consider and take the appropriate action as deemed necessary with respect to, staff's efforts to organize the Third Annual Day of Service event and provide policy direction.

ORDINANCES AND RESOLUTIONS

19. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Suzanne R. Mahoney, Trustee of the Constance M. Missimer Family Trust U/D Dated 08/11/03

The **City Council** will consider for approval and adoption a proposed Resolution approving an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Suzanne R. Mahoney, Trustee of the Constance M. Missimer Family Trust U/D dated 08/11/03.

20. A Resolution of the City Council of the City of Commerce, California, Approving the First Amendment to the Agreement with Dekra-Lite for the Installation, Maintenance and Storage of Holiday Decorations and Approving a City Council Sub-committee to Develop Recommendations for a New Holiday Decoration Program

The **City Council** will consider for approval and adoption a proposed Resolution approving the First Amendment to the Agreement with Dekra-Lite for the installation, maintenance and storage of holiday decorations, approve a City Council Sub-committee to develop recommendations for a new Holiday Decoration Program, appoint two Councilmembers to the Sub-committee.

CIP PROGRESS REPORT

I-710 LOCAL ADVISORY COMMITTEE UPDATE – None

RECESS TO CLOSED SESSION – No Items

ADJOURNMENT

Adjourn in memory of Albert Beto Olivas father of Cristina Olivas and father in-law of Councilmember Ivan Altamirano to Tuesday, November 19, 2013, at 5:00 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, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: COMMENDATION - ALI PAKRAVAN, PRESIDENT AND OWNER OF ARYA ICE CREAM COMPANY

RECOMMENDATION:

At the request of Councilmembers Altamirano and Baca Del Rio, the City Council will present a commendation to Ali Pakravan, President and Owner of Arya Ice Cream Company, for his generous donation of ice cream to the 2013 Commerce Relay for Life.

MOTION:

Move to approve the recommendation.

BACKGROUND AND ANALYSIS:

The 2013 Commerce Relay for Life was held in April, 2013 at Veterans Memorial Park. Mr. Ali Pakravan, President and Owner of Arya Ice Cream Company, generously donated ice cream to support the event and the fight against cancer.

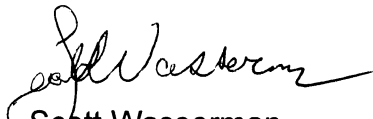
FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

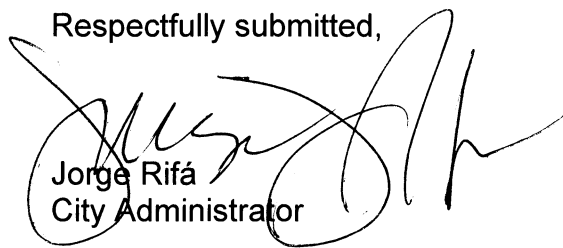
This agenda item relates to Council's historic focus on preserving and enhancing the quality of life for city residents. Cancer afflicts men and women of all ages and by allowing the annual Relay for Life to be organized at Veteran's Park, Council is supporting the overall effort to raise funds to defeat cancer.

Recommended by:



Scott Wasserman
Director of Parks & Recreation

Respectfully submitted,




Jorge Rifá
City Administrator

Fiscal Impact reviewed by:



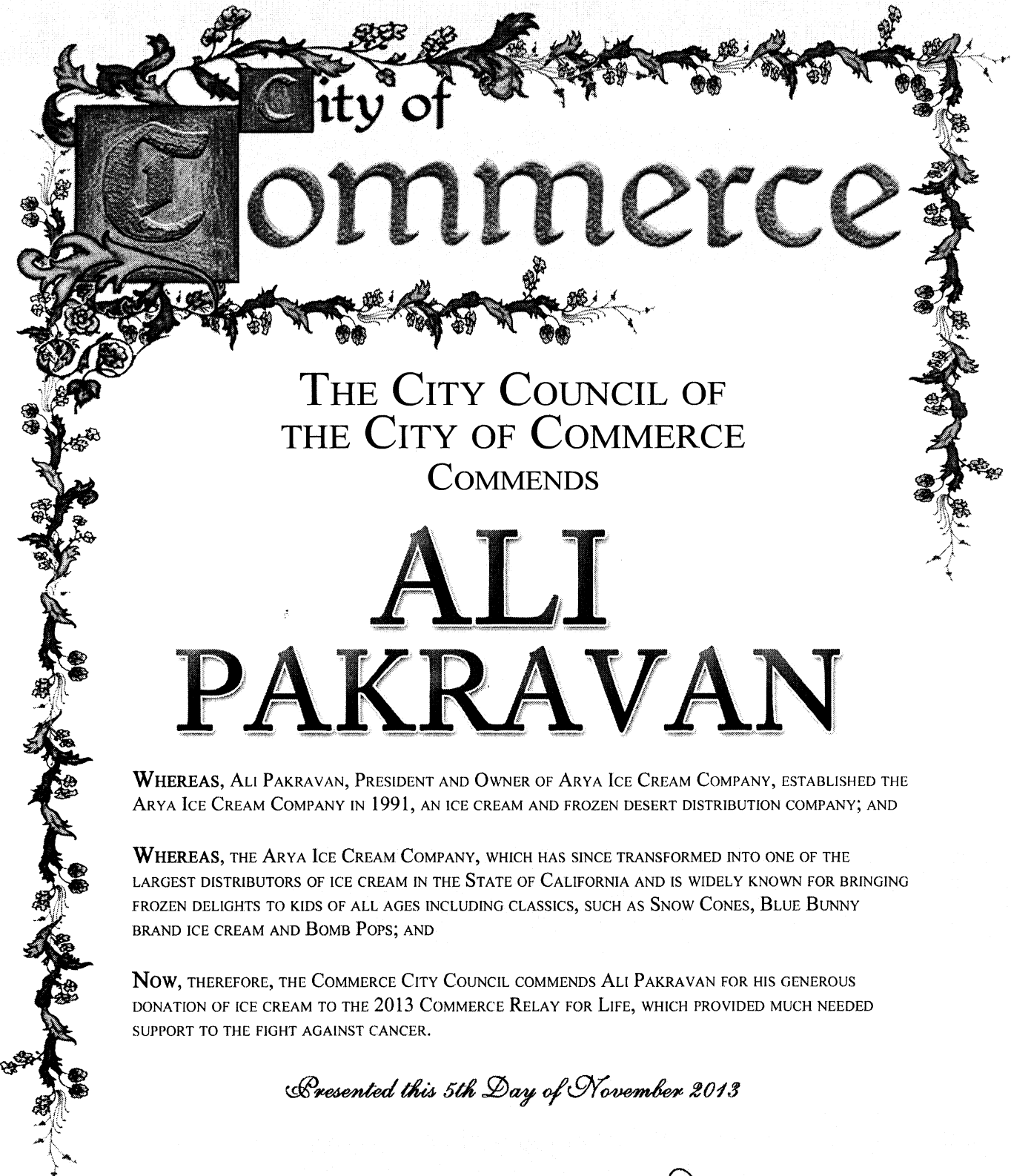
Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

AGENDA ITEM No. 1



City of
Commerce

THE CITY COUNCIL OF
THE CITY OF COMMERCE
COMMENDS

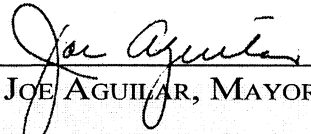
**ALI
PAKRAVAN**

WHEREAS, ALI PAKRAVAN, PRESIDENT AND OWNER OF ARYA ICE CREAM COMPANY, ESTABLISHED THE ARYA ICE CREAM COMPANY IN 1991, AN ICE CREAM AND FROZEN DESERT DISTRIBUTION COMPANY; AND

WHEREAS, THE ARYA ICE CREAM COMPANY, WHICH HAS SINCE TRANSFORMED INTO ONE OF THE LARGEST DISTRIBUTORS OF ICE CREAM IN THE STATE OF CALIFORNIA AND IS WIDELY KNOWN FOR BRINGING FROZEN DELIGHTS TO KIDS OF ALL AGES INCLUDING CLASSICS, SUCH AS SNOW CONES, BLUE BUNNY BRAND ICE CREAM AND BOMB POPS; AND

NOW, THEREFORE, THE COMMERCE CITY COUNCIL COMMENDS ALI PAKRAVAN FOR HIS GENEROUS DONATION OF ICE CREAM TO THE 2013 COMMERCE RELAY FOR LIFE, WHICH PROVIDED MUCH NEEDED SUPPORT TO THE FIGHT AGAINST CANCER.

Presented this 5th Day of November 2013



JOE AGUILAR, MAYOR



AGENDA REPORT

Meeting date: November 5, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Proclamation Month of November - MOVEMBER

RECOMMENDATION:

At the request of Councilmember Altamirano, the City will Proclaim the month of November Movember, to increase awareness of men's health issues, as expressed by the Movember Foundation.

MOTION:

Move to approve the recommendation.

BACKGROUND AND ANALYSIS:

The worldwide Movember Foundation is focused on raising awareness on men's health issues, including prostate cancer, testicular cancer, and mental health issues. The Foundation encourages men to grow moustaches in the month of November, to raise awareness about issues of men's health.

Women are also encouraged to support men in their efforts to grow mustaches and to raise awareness of men's health issues and to start conversations in their communities on the importance of seeking early treatment and raising funds to address a range of men's health issues.

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

This item relates to Council's historic role in promoting health and fitness in Commerce. Men of all ages are susceptible to various health issues, which can be minimized or properly treated by increased awareness and early diagnosis.

Recommended by:

Scott Wasserman
Interim Director of Parks & Recreation

Respectfully submitted,

Jorge Rifa
City Administrator

Approved as to Form:

Eduardo Olivo
City Attorney

A PROCLAMATION
OF THE CITY OF COMMERCE CITY COUNCIL
PROCLAIMING THE MONTH OF NOVEMBER AS
MOVEMBER
IN THE CITY OF COMMERCE

WHEREAS, During November each year, Movember is responsible for the sprouting of moustaches on thousands of men's faces, in the US and around the world; and

WHEREAS, on Movember 1st, guys register at Movember.com with a clean-shaven face. For the rest of the month, these selfless and generous men, known as Mo Bros, groom, trim and wax their way into the art of fine moustachery; and

WHEREAS, with their Mo's, these men begin a dialogue about the importance and responsibility men have in making their health a priority while raising vital funds and awareness for men's health, specifically prostate cancer and other cancers that affect men; and

WHEREAS, Movember helps fund a range of innovative, world-class programs in line with Movember's strategic goals of awareness and education, research, and survivorship; and

WHEREAS, since its 2004 humble beginnings in Melbourne Australia, Movember has grown to become a truly global movement inspiring more than 1.1 Million Mo Bros and Mo Sistas to participate with formal campaigns in Australia, New Zealand, the US, Canada, the UK, Finland, the Netherlands, Spain, South Africa and Ireland; and

WHEREAS, no matter the country or city, Movember will continue to work to change established habits and attitudes men have about their health, to educate men about the health risks they face, and to act on that knowledge, thereby increasing the chances of early detection, diagnosis and effective treatment; and

WHEREAS, Americans embraced the moustache in 2010, with nearly 65,000 participants raising \$7.5 million for Movember's US men's health partners, including the Prostate Cancer Foundation (PCF). With over 1.1 million Movember participants to date, real moustaches are resulting in real outcomes for the cancer community; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY PROCLAIM THE MONTH OF NOVEMBER "MOVEMBER" IN THE CITY OF COMMERCE.

Dated this 5th day of November 2013.

Joe Aguilar
Mayor

ATTEST:

City Clerk



AGENDA REPORT

DATE: NOVEMBER 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: LIBRARY COMMISSION RECOMMENDATION-DVD LATE FEE REDUCTION

RECOMMENDATION:

Library Commission recommends that the City Council approve and adopt the reduction of DVD late fee fine from \$2.00 to \$1.00.

BACKGROUND/ANALYSIS

In 2009, the then formed Blue Ribbon Committee was tasked with looking for alternative ways to generate revenue in light of the economic downturn. On May 18, 2010 the Blue Ribbon Committee recommended that the Library raise the fee for late DVDs from \$1.00 to \$2.00 a day as a revenue generating measure, and to promote responsible borrowing of DVDs.

Data over the last 2 years shows that only 40% of DVD fines are paid. As you may know, library customers or patrons can check out up to 10 DVDs at a time. While many library users do not check out 10, you can see that if there is a time when DVDs are turned in late, it is easy to bring someone's fines up to \$20 (if 10 DVDs are checked out). A greater concern is the Library's fines threshold of \$10. Once someone reaches \$10 in fines, they cannot check out materials or use the public computers.

At the Library Commission meeting held on September 24, 2013, the Library Commission unanimously voted to recommend a reduction in DVD late fess for the City Council to approve. The Library Commission believes that \$1.00 a day is more appropriate and can help to increase the Library's percentage of fines that are paid. Their hope is that \$1 is easier for many families in Commerce to handle, and continue to use the library and all of its services, as well as promote responsible borrowing of DVDs.

The City of Commerce has been very fortunate to be able to come out of the economic downturn favorably. The reason for raising the DVD fine amount in 2010 is no longer true. Attached is data collected over the last 2 years regarding DVD fines for your information-Exhibit A.

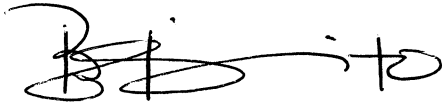
FISCAL IMPACT:

The proposed decrease in the fine will have a negligible impact to the revenue total we currently recognize. Although reducing the fees will result in the Library billing patrons less, it will increase the percentage of fees paid to the Library. The Library's goal is for patrons to continue to have access to the Library and all of its services.

RALATIONSHIP TO STRATEGIC CITY GOALS:

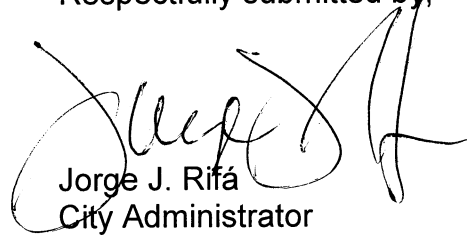
The proposed recommendation relates to the 2012 strategic planning goal: *"Protect and Enhance Quality of Life in the City of Commerce."*

Prepared by:



Beatriz Sarmiento
Director of Library Services

Respectfully submitted by,



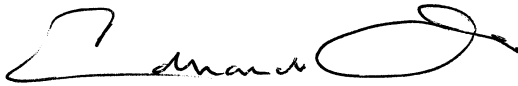
Jorge J. Rifá
City Administrator

Fiscal Impact Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

EXHIBIT A

The numbers below are the amount paid and amount billed for overdue fines for DVDs in 2012 and 2013. The Ratio Paid row is the amount paid/amount billed.

- What you will see is that about 40%--50% of the fines are paid.
- This indicates that the other half of the amount stays remains on the balance. If that balance is over 10.00 then they become blocked.
- If we take the worst case scenario on this, that about 1,000 dollars is unpaid and left on balance each month. If \$10 is the limit then it would be approximately 100 patrons not returning every month.

2012	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec
Amount Paid (DVDs)	199.26	383.12	453.27	500.47	526.84	699.95	1171.54	1159.65	1212.43	1177.72	887.72	869.04
Amount Billed (DVDs)	2591	2693	2325	2165.25	2179	2246	2186	1964	2257	2379	2233	1796
Ratio Paid	0.462852	0.573561	0.666782	0.600696	0.582762	0.489737	0.535928	0.590402	0.537186	0.495048	0.397545	0.483875

2013	Jan	Feb	Mar	April	May	June	July	Aug/Not complete
Amount Paid (DVDs)	\$827.98	\$769.76	\$681.96	\$693.40	\$890.96	\$615.96	\$1,080.68	\$535.22
Amount Billed (DVDs)	\$1,704.00	\$1,515.00	\$1,499.00	\$1,882.00	\$2,192.00	\$1,885.00	\$2,394.00	\$2,345.00
Ratio Paid	0.485903	0.508024	0.454973	0.368473	0.406439	0.326769	0.451418	0.228238



AGENDA REPORT

Meeting Date: November 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: REQUEST FOR PROPOSALS FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR CITY PROJECT NO. 1306 – 2013/2014 BUS SHELTER PROJECT (PHASE IV)

RECOMMENDATION:

That the City Council:

1. Approve the RFP for Engineering, Design and Construction Management Services for 2013/2014 Bus Shelter Project (Phase IV); and
2. Authorize the Public Works and Development Services Department to advertise for bids and designate Wednesday, December 11, 2013, at 3:00 p.m., as the bid opening date.

MOTION:

Move to approve recommendation.

BACKGROUND:

As part of the FY 2006/07 Capital Improvement Project (CIP) Budget, the City Council appropriated \$500,000 for upgrades to bus stop signs in the City of Commerce, including the installation of new shelters at certain locations.

In Fiscal Year 2008/09, the Community Development Department coordinated the installation of seventeen (17) bus shelters/benches in residential areas under the Community Development Block Grant Program.

At its meeting of August 17, 2010, the City Council approved the project Request for Proposal (RFP) prepared by staff for the Bus Shelter Project and authorized the Community Development Department to advertise for bids/proposals.

On December 21, 2010, the City Council awarded a professional services Agreement for design and engineering services for the City's Bus Shelter Project to Onward Engineering.

Phases I, II and III of the City's bus shelter project have been completed with a combined cost of approximately \$250,000. A summary of the project is as follows: repaired and/or upgraded seventy-three (73) bus shelters to meet current ADA requirements, installed sixteen (16) new solar powered shelter lights and bus benches, installed twenty-three (23) new trash receptacles, installed ten (10) new bus stop signs, removal of 10,300 square feet of concrete, constructed fifteen (15) new ADA curb ramps, and painted over 940 linear feet of curb.

ANALYSIS:

The Final Phase IV of this is needed to further meet current ADA requirements, improve appearance and public safety at City bus stops, repair damaged sidewalks, and remove unauthorized dilapidated bus benches.

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 2006/07 and FY 2009/10 Capital Improvement Project budgets.

The estimated cost to complete the final Phase IV of the bus shelter project (including design and construction) is as follows:

<u>\$250,000</u>	5307 - Federal Transportation Administration Funds
\$250,000	Total Project Budget

The project estimate is as follows:

\$220,000	Construction
<u>\$ 30,000</u>	Engineering and Construction Management
\$250,000	Total

RELATIONSHIP TO 2012 STRATEGIC GOALS:

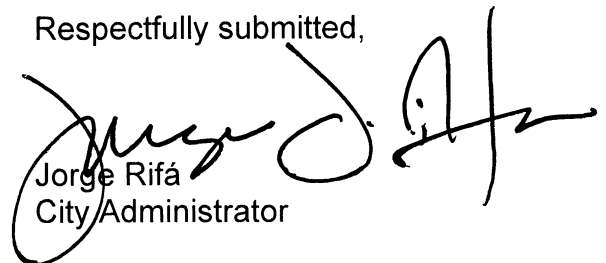
The issue before the Council is applicable to the following Council's strategic goal: "Improve and maintain infrastructure and beautify our community" as identified in the 2012 Strategic Plan.

Recommended by:



Claude McFerguson
Director of Transportation


Alex Hamilton
Assistant Director of Community Development

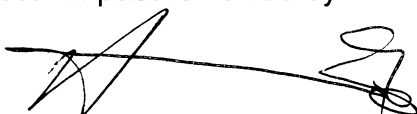
Respectfully submitted,


Jorge Rifá
City Administrator


Prepared by:


Paul Banuelos
Project Manager

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney

Attachment: Request for Proposal (RFP) for Engineering, Design and Construction Management Services

**RFP FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR
CITY OF COMMERCE – BUS SHELTER PROJECT**

**REQUEST FOR PROPOSALS (RFP)
FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR
CITY OF COMMERCE – BUS SHELTER PROJECT**

**FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5307 AND TRANSPORTATION
DEVELOPMENT ACT (TDA) PROGRAM FUNDED PROJECT**

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 **5:00PM – Wednesday, December 11, 2013** to:

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

Claude McFerguson Tel: (323) 887-4419; Fax: (323) 724-2776
claudem@ci.commerce.ca.us

Late proposals will not be accepted.

All inquiries and responses to this RFP must be submitted in writing to the above person.

INTRODUCTION AND PROJECT DESCRIPTION

The City of Commerce (hereinafter referred to as City) is soliciting Proposals (hereinafter referred to as RFP) from qualified firms to provide professional engineering, design and construction management services for **City of Commerce Bus Shelter Project**. The project is funded by City and Federal funds. The total project budget is **\$250,000**, which includes design, engineering, and construction management services and construction/installation.

The City has obtained grant funds from the Federal Transit Administration (FTA) and Transit Development Act (TDA) Program funds. Accordingly, all such work, services, and materials for this Project are subject to any grant agreements providing funds for this Project. This includes all applicable terms and provisions of the various Federal, State, and Local agreements connected with such grant funding and all such terms and provisions are incorporated herein by reference. This project will require Labor Standards (Davis Bacon and Section 3) compliance requirements.

Initial survey data regarding the proposed "Bus Shelters" will be provided by the City. The Successful Bidder shall ensure the proposed "Bus Shelters" meet all Americans with Disabilities (ADA) ramp reconstruction and requirements, curb and gutter improvements, striping and signage replacement (See Attachments).

SCOPE OF WORK

Preparation of Specifications and Construction Management Tasks:

The scope of work includes providing all necessary services to manage all aspects of the project in compliance with the FTA Section 5307 and TDA Guidelines, County and Local inspection requirements from start of construction through completion.

**RFP FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR
CITY OF COMMERCE – BUS SHELTER PROJECT**

The scope of work provided in this RFP shall be used as a guideline. However, it is the Bidder's responsibility to provide all necessary services to ensure the project is completed efficiently and in full compliance as required with the FTA Section 5307, TDA and ADA requirements.

I. PRE-CONSTRUCTION/DESIGN PHASE:

- Inspecting and surveying each of the proposed Bus Shelter sites, review initial surveys provided by the City and prepare all required drawings and design specifications (See Attachments).
- Inspect existing bus stops throughout the City to ensure the City's new bus stop signs are in-place throughout the routes; make recommendations to add and/or delete existing stops based on industry standards and include required changes/recommendations in the drawings and design specifications.
- Preparing bid package documents, including project plans and specifications. Additionally, include in the bid package documents an optional bid item for a maintenance service plan, which covers the bus shelters and signs.
- Conducting a pre-bid meeting with all interested bidders.
- Responding to all requests for information from interested bidders.
- Assisting City staff in reviewing all proposals received, including reference checks.
- Assisting City staff determine

II. CONSTRUCTION PHASE:

- Providing on-site Construction Manager and Quality Control Inspectors to manage all aspects of the project.
- Developing a master construction schedule, and monitoring and updating construction schedule.
- Conducting weekly construction meetings with the contractor, City, and other involved parties. Preparation and distribution of meeting minutes.
- Preparing and distributing all required notices, and responding to complaints and resolving problems as necessary.
- Reviewing contractor change order requests, and preparing necessary documentation for submittal and approval or denial by the City.
- Reviewing contractor pay requests and preparing necessary documentation for submittal and approval by the City.
- Assist the City's Designated Labor Compliance and Section 3 Officer with the certified payroll review process and submittals of required documentation from contractor.
- Managing all construction activities and project controls.
- Managing contract cost accounting system.
- Conducting project walk-through(s) and preparing punch list(s).
- Ensuring the project is implemented per the approved set of plans, and preparing as-built drawings at the completion of construction.

III. POST-CONSTRUCTION PHASE:

- Maintaining proper project files and documentation.
- Coordinating close out of the project in coordination with the City's Designated Labor Compliance Officer.
- Delivering a final completed project to the City which is in compliance with all applicable codes, standards and requirements per FTA, TDA and ADA Guidelines and City regulations.
- Presenting to the City a complete project close out file.

PROPOSED COSTS

All proposals should include the following items:

1) Costs for Bus Shelter Installation Project:

- a. **Preparation of Specifications**: Total cost based on hourly rates.
- b. **Engineering/Construction Management**: Total cost must be based on hourly rates.
- c. **Project Schedule or Timeline**: Attached a schedule with project milestones and total estimated project duration.

A. GENERAL TERMS AND CONDITIONS

The selected Consultant will be required to sign a contract with the City (Sample is included in Attachment 1) for this project. Each prospective Consultant is expected to review the general terms and conditions and acknowledge their acceptance of Attachment 1 (or their objections to specific parts of Attachment 1) as a mechanism to expedite the contract execution process.

The selected 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. Such insurance shall be primary and noncontributory with any other insurance maintained by the City of Commerce.
- b. Professional liability coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Workers’ Compensation coverage at statutory limits.
- d. The selected 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.

B. CONSULTANT SELECTION

The City will evaluate the proposals submitted, and select the most qualified consultant for the project. The proposals will be evaluated based upon several factors. These factors include the format, organization, and presentation of the proposal, the qualification and experience of the project staff, and the experience in the processes and procedures of the involved regulations.

In evaluating the proposals, the City will consider the following factors:

- Completeness of the Proposals and compliance with the required format.
- Project understanding, scope and approach to develop the project efficiently.
- Knowledge in Public Agency Procedures and Requirements.
- Experience in managing similar projects.
- Experience and qualifications of the firm and the project team members.
- Experience in Public Contract Procedures, Requirements, Laws and Construction Claims.
- Experience in Federally Funded Project Requirements and Process.
- Experience in working as an extension of City staff and providing turn-key services in similar

**RFP FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR
CITY OF COMMERCE – BUS SHELTER PROJECT**

capacities with minimal direction from City staff. Experience as a working Contract Certified Professional Engineer (P.E.) and Inspector.

- References and performance records on similar assignments.

Upon receipt of Proposals, City may select the most qualified consultant as 1 step process or may conduct additional interviews with the top 3 ranked consultants. The City will negotiate final scope and fee with the most qualified consultant.

C. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Proposals shall not exceed 30 pages in length, and shall include the following information:

- 1) **SCOPE OF WORK: Submit a Scope of Work for the Project (Phase IV).** 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.
- 2) **TIMELINE: Submit a Project Timeline for the Project (Phase IV).** The preparation of the specifications will be required to be completed within 30 days with the bid package due to be approved by the City Council on **Tuesday, December 17, 2013**. Engineering services/construction oversight and inspections will be performed during the scheduled construction period totaling 60 working days. Construction is scheduled to occur between the periods of **February 3, 2013 through June 30, 2013**.
- 3) **PROJECT COSTS: Submit a fee for the Project (Phase IV).** This is federally funded project. The scope of work provided in this RFP will be used as a guideline.

However, it will be the selected Consultant's responsibility to **separate the total costs for services the project** and identify all necessary tasks and costs associated with the services and to ensure that each phase of the project is completed efficiently and in full compliance as required with the City's Procedures, FTA and ADA requirements.

- 4) **COMPANY QUALIFICATIONS:** Provide a summary of your firm's general qualifications and service capabilities.
- 5) **PROJECT STAFF QUALIFICATIONS:** Provide an organizational chart showing the names and responsibilities of key personnel. The proposed Professional Engineer shall be a professional engineer licensed in California, and shall have experience working with Public Agencies in similar assignments, including experience in providing Contract City Engineering Services and, dealing with Public Agency Staff, Council and Commissions. It is important that the key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies, and have good understanding of public agency issues, procedures, and policies. The City is looking for a qualified team that can provide turn-key services, and be the single Point of Responsible Party representing the City in all aspects of the project. Provide resumes of key personnel identified in the organizational chart.
- 6) **REFERENCES:** Provide 3 public agency references for past similar projects.

D. 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

**RFP FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR
CITY OF COMMERCE – BUS SHELTER PROJECT**

liability, claims, or expenses whosoever 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: City Standard Contract

Attachment 2: Bus Shelter Inventory



AGENDA REPORT

MEETING DATE: November 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING REVISIONS TO THE CITY OF COMMERCE PERSONNEL POLICIES AND PROCEDURES AND STANDARD OPERATING PROCEDURES MANUAL

RECOMMENDATION:

Adopt the revised Employee Voluntary Leave Donation Plan Policy (III-23) and the new Electronic Communications Policy (III-25). Authorize the City Administrator and the Director of Human Resources to execute the revised policies.

MOTION:

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

BACKGROUND:

The Human Resources Department manages and maintains the City's Personnel Policies and Procedures Manual. The last comprehensive review of the Human Resources Policies and Procedures Manual was conducted in 1993. The Human Resources Department has committed to a comprehensive review of these policies and procedures. Policies requiring a meet and confer process are presented to the City of Commerce Employees Association Executive Board in order to meet in good faith and to receive employee comment regarding the adoption of such policies and procedures.

The Electronic Communications Policy was initially presented by staff during the recently completed contract negotiations and discussions were completed at the Joint Labor/Management Committee (JLM). The Employee Voluntary Leave Donation Plan Policy was discussed and agreed to at the JLM.

Therefore, the following revised Policies and Procedures are being submitted to the City Council for consideration and adoption:

- Employee Voluntary Leave Donation Plan Policy (III-23)
- Electronic Communications Policy (III-25)

ANALYSIS:

The proposed revisions made to the Employee Voluntary Leave Donation Plan Policy (III-23) represent a collaborative effort to make the policy available to more employees and less restrictive for employees to donate their leave time. Additionally, some changes were made to bring the policy into legal conformance. The Electronic Communications Policy establishes rules of conduct for all City employees in regard to the use of all electronic communications.

Recommended by:
Prepared by:


Michael Casalou
Director of Human Resources

Respectfully submitted,


Jorge Rifá
City Administrator

Fiscal Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

Attachments: Proposed Resolution
Employee Voluntary Leave Donation Plan Policy (III-23)
Electronic Communications Policy (III-25)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING REVISIONS TO THE CITY OF COMMERCE PERSONNEL POLICIES AND
PROCEDURES AND STANDARD OPERATING PROCEDURE MANUAL

WHEREAS, the Human Resources Department is in the process of conducting a comprehensive review of the City of Commerce's Personnel Policies and Procedures Manual; and

WHEREAS, City staff has presented representatives of the City of Commerce Employee Association with proposed revisions to the Employee Voluntary Leave Donation Plan Policy and the new Electronic Communication Policy; and

WHEREAS, the Association's suggestions and recommendations were incorporated in the revised policies; and

WHEREAS, City staff recommends that the City Council approve and adopt the revised Employee Voluntary Leave Donation Plan Policy (III-23) and the new Electronic Communication Policy (III-25).

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

Section 1. The revised Employee Voluntary Leave Donation Plan Policy (III-23) and the new Electronic Communication Policy (III-25) are hereby approved and adopted.

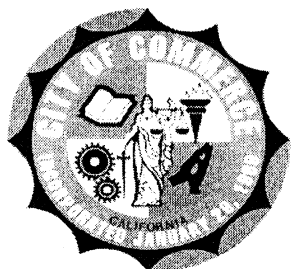
Section 2. The City Administrator and the Director of Human Resources are hereby authorized to execute the revised Personnel Policies and Procedures for and on behalf of the City of Commerce.

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

Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, CMC
Interim City Clerk



City of Commerce, California
Human Resources Policy and Procedure Manual

Human Resources Director

City Administrator

Number: III-23 Effective Date: _____

SUBJECT: EMPLOYEE VOLUNTARY LEAVE DONATION PLAN

PURPOSE:

To establish a procedure whereby City employees may, as a humanitarian act, donate a portion of their own accrued vacation, sick leave or comp. time to another employee who has exhausted all of their paid leave as a result of an extended illness or injury to themselves or a member of their immediate family. For the purposes of this policy only, "immediate family", shall be defined as; spouse/domestic partner, children - a biological, adopted or foster child, a stepchild, a legal ward (guardianship or conservatorship), or a child of a person standing *in loco parentis*, parents (step-parents). Personal time, or any other form of compensation cannot be donated through this plan.

Any illness or injury that results in an employee's absence or family member's injury or illness that continues for 30 or more calendar days, shall be eligible under the policy for leave donation allocation at the point the employee exhausts all paid leave balances.

POLICY:

The following criteria will be utilized in establishing and maintaining an Employee Leave Donation Plan:

1. The employee for which the contribution is being donated (recipient) must be a benefited employee of the City with at least six months of continuous service. (Part-time benefited employees who are recipients may not utilize donations of hours greater than the number of hours for which they are regularly scheduled.)

2. The recipient employee must have exhausted all of his/her own paid leave (sick leave, vacation, compensatory time, or floating holiday, etc.), and be facing a financial hardship, as a result of inability to work because of the extended illness or injury.
3. The recipient employee must be unable to work as a result of an extended illness or injury to the employee or a member of their immediate family. This may include intermittent, catastrophic illness-related inability to work.
4. Any benefited City employee who has completed at least six months of continuous service may donate a minimum of 2 hours of their accrued vacation, comp. time or sick leave in increments of 1 hour provided that the donor maintains a minimum balance (80 hours for full-time and 40 hours for part-time employees) of vacation and sick leave for their own use. Employee's donating comp time do not need to maintain a balance.. Leave donations will be kept anonymous.
5. The total amount of hours donated to any individual shall not exceed 520 hours received in any 12-months unless otherwise approved by the City Administrator.
6. Only the recipient employee for which the "Request for Creation of an Employee Leave Donation Plan" has been established may receive donated hours from said plan. Such donated hours will be added to the employee's sick leave balance, as needed to fund the inability to work. For part-time employees, the maximum number of hours to be paid will be calculated based on the average number of all hours actually paid per week utilizing the employees' record of hours paid for each position maintained by the employee during the ten (10) weeks immediately preceding the non-paid leave.
7. A "Request for Creation of an Employee Leave Donation Plan" Form can be obtained from the Human Resources Department. Requests must be approved by the department head and concurred with by the Human Resources Director and the City Administrator. Any appeals will be resolved by the City Administrator. The decision of the City Administrator is final, and not subject to administrative or civil challenge.
8. The value of donated leave time will be calculated at the donor's regular pay rate, then converted to hours of sick leave at the recipient's regular pay rate to the nearest quarter (0.25) hour to determine the number of leave hours.
9. The plan will be administered so that hours will be used only as needed and in the order donated. For example, if 5 employees donate hours, the first employee's donation shall be exhausted, to be followed in order by use of other donor's hours. Unused donated hours will be returned to the donating employee in increments of no less than 0.25 hour.

PROCEDURE:

Responsibility	Action
Employee/Requesting Donor	1. Submits to his/her department head a "Request for Creation of an Employee Leave Donation Plan," and supporting medical documentation.

- | | |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department | 2. Submits a "Request for Creation of an Employee Leave Donation Plan" on behalf of an employee in case of emergency whereby the employee needing the donation is incapacitated and unable to complete the required forms. Authorization from an authorized representative of the member's family, trustee or guardian is required. The department head may also recommend the establishment of a "Request for Creation of an Employee Leave Donation Plan." |
| Department Head | 3. Reviews and approves or denies the request. Forwards the "Request for Creation of an Employee Leave Donation Plan" to the Human Resources Director. |
| Human Resources Director | 4. Reviews the request and forwards to the City Administrator. |
| City Administrator | 5. Reviews and approves or denies the request. Considers any appeals of denied requests. The City Administrator's decision is final. |
| Human Resources | 6. Provides "Request and Authorization to be a Donor" form to all City departments and divisions with the recipient employee's name. Advises the requesting department and Finance Department/Payroll Section on the status of the request. |
| Human Resources | 7. Collects completed donation forms, verifies donating employees' eligibility, and forwards to Payroll. |
| Department Head | 8. Informs employee on acceptance or denial of request. Ensures that employees are not pressured into donating time by any other employee or supervisor. |
| Finance Department/Payroll Division | 9. Adjusts vacation, comp time, and sick leave accounts. Maintains a summary sheet of the donation banks for each recipient employee. Uses donations only as needed and in the order of date signed. |

10. Returns unused donated hours to the donating employee in increments of no less than 0.25 hour immediately upon the employee's return to work or end of employment and notify donor of unutilized hours.

**CITY OF COMMERCE
REQUEST FOR CREATION OF AN EMPLOYEE LEAVE DONATION PLAN**

Employee (Recipient) Name: _____
Last First MI

Employee ID#: _____ Classification: _____

Department: _____ Division: _____

The below listed employee requests that the City of Commerce set up an employee leave donation plan

_____ Emp ID # _____

The recipient employee certifies that they will have used all of their available accrued leave (i.e., sick leave, vacation, compensatory time, floating holiday) as of _____, and that being on an unpaid status would cause them financial hardship.

The employee cannot return to work.

Requestor's signature: _____ Date: _____

Recommendation of Department Head:

Approve Deny

Reason(s):

Department Head Signature: _____ Date: _____

Recommendation of Human Resources Director:

Approve Deny

Human Resources Director Signature: _____ Date: _____

Recommendation of City Administrator:

Approve Deny

City Administrator Signature: _____ Date: _____

COPIES OF FINAL RECOMMENDATION TO BE SENT TO: HUMAN RESOURCES, ORIGINATING DEPARTMENT

Number: III-23 Effective Date:

CITY OF COMMERCE

REQUEST AND AUTHORIZATION TO BE A DONOR TO AN EMPLOYEE LEAVE DONATION PLAN

Date: _____

_____ of the _____ Department, _____ Division,
(Recipient Name)

has a serious health condition and will soon run out of all available leave. We are asking that you consider donating vacation or sick hours to assist _____ and his/her family.
(Recipient)

Please be aware you must have and retain 80 hours (full-time) or 40 hours (part-time) of vacation or sick time before you will be eligible to donate any hours.

Please fill out the form below (read thoroughly) and either:

1. Return to the Human Resources Department through interoffice mail, **or**
2. Fax the completed form to Human Resources at 323-887-4412.

Thanks to everyone for your donations to a fellow City worker!

**REQUEST AND AUTHORIZATION TO BE
A DONOR TO AN EMPLOYEE LEAVE DONATION PLAN**

Donating Employee Name(Please Print): _____
Last First MI

ID #: _____ Phone #: (Work) _____ (Home) _____

Title: _____ Department/Division: _____

I, the above named employee, request and authorize the City of Commerce to transfer _____ hours (2 hours minimum) of my own accrued: (please check one box only)

- Vacation leave to _____
- Sick leave to _____
- Comp. time to _____

I understand that the decision to donate may not be withdrawn after it is submitted. Donated vacation or sick leave will be utilized in order of the date donated. Any unused vacation, sick leave or comp. time will be returned to the donating employee in increments of not less than .25 hour. I also understand that I must retain at least 80 hours (full-time) or 40 hours (part-time) of vacation or sick leave for my own use.

I hereby make this voluntary donation of accrued leave from my account by my own free will.

Employee (Donor) Signature: _____ Date: _____

FOR HUMAN RESOURCES USE ONLY



City of Commerce, California
Human Resources Policy and Procedure Manual

Human Resources Director

City Administrator

Number: III-25 Effective Date: ____

SUBJECT: ELECTRONIC COMMUNICATIONS

PURPOSE:

To establish rules of conduct for all City of Commerce employees in regards to the use of all Electronic Communications to perform essential job duties.

POLICY:

The City of Commerce encourages the use of electronic communications resources to share information in support of its mission of public service and to conduct its business. This policy governs all Electronic Communications Resources including, but not limited to, the Internet, E-mail, voice-mail, cellular telephones, pagers, personal digital assistants, Smartphones, Blackberry devices, computers/laptops/tablets, telecommunications devices, video and audio equipment, wireless networks, data systems telecommunications equipment, transmission devices, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, software, and documentation that supports electronic communications services ("Electronic Communications Resources").

Electronic Communications. The City of Commerce's email system is an official communication tool for agency business. An official email address is established and assigned by the agency to each employee. All agency communications sent via email will be sent to this address. City of Commerce employees must use the official agency email, instead of their private email address (such as yahoo, hotmail, etc.) when communicating agency business via email, unless authorized by department head to set up a separate private email address designated solely for official communication.

Electronic Communications Resources must be used in compliance with applicable statutes, regulations, and agency's policies including those that require a work environment free from discrimination and harassment. Electronic communications should conform to the same standards of propriety and respect as any other verbal or written communication at the City of Commerce. Employees are expected to use common sense and judgment to avoid any communication which is disrespectful, offensive or illegal.

The City of Commerce, as the provider of access to its Electronic Communications Resources, reserves the right to specify how those resources will be used and administered to comply with this policy. It is important to realize that the message content sent from the agency's account reflects upon the agency (positively or

negatively) to those who receive the message. Employees may be subject to disciplinary action for using the Electronic Communications Resources in a manner other than for their intended purposes, or in a manner that violates applicable laws, rules and policies.

Electronic communications to recipients on systems outside of agency pass through systems and networks not managed by the agency. The privacy and confidentiality of these messages is, therefore, not assured. In addition, some delivery methods and networks impose legal restrictions regarding the nature of messages allowed. Users are expected to comply with all such regulations. Employees and other users of the Electronic Communications Resources may create criminal and civil liability for themselves and the agency by using outside or third party systems in an offensive, defamatory or illegal manner and in such event employees and other users may be subject to disciplinary action up to and including termination.

Incidental Personal Use. Electronic Communication Resources are provided by the City of Commerce to facilitate the performance of agency work. Employees should use their personal electronic communication devices to receive or send incidental personal messages while at work preferably during breaks or meal periods. Such use shall not interfere with timely completion of service to customers and work assignments. An employee should adjust their time card to reflect personal time, if time spent exceeds de minimus duration. Employees are expected to keep personal use of City electronic communications devices to a minimum. Employees are expected to request that family members limit incoming personal calls, e-mail, and text messages in order to minimize work interruptions. Such Incidental personal use is secondary and shall not (i) interfere with the agency's operation of Electronic Communications Resources; (ii) interfere with the user's employment or other obligations to the agency, or (iii) burden the agency with noticeable incremental costs. Incident use of the agency's Electronic Communications Resources should clearly indicate that the use is personal. Users of Electronic Communications Resources shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the agency unless appropriately authorized to do so. The agency is not responsible for any loss or damage incurred by an individual as a result of personal use of the agency's Electronic Communications Resources. Excessive personal use of City electronic communication devices may result in disciplinary action pursuant to the City's Disciplinary Policy.

The use of the City's electronic technology, including e-mail and wireless networks, should be used for business purposes only. All information sent, received or saved on the City's technology is the property of the employer. Employees have no personal privacy right in any such material and the City reserves the right at its discretion and subject to the approval of the City Administrator to give access to city owned communication resources to inspect and disclose the material without prior notice to the employee.

Privacy Limits. The California Public Records Act requires the agency to disclose specified public records. In response to requests for such disclosure, it may be necessary to examine electronic communications records that users may consider to be personal to determine whether they are public records that are subject to disclosure.

City personnel using the City's communication resources are not entitled to an expectation of privacy when using their City resources to transmit or send personal information or information deemed private by its originator. Although, the City has,

indicated above, permitted minimal incidental personal use of the City's Electronic Communications Resources, employees shall not have any privacy rights in connection with such incidental personal use. The City cannot provide the City's employees with permission to use the City's electronic technology for incidental personal use if such incidental personal use provides the employee with an expectation of privacy rights in connection with such use. Thus, the intent of this policy is to make it clear that employees do not have any privacy rights to any of the information, including information sent during permitted incidental personal use, and that all such information is the property of the City and may be accessed, inspected and disclosed, at the City's discretion, without prior notice or permission from the employee.

All communications transmitted via the City of Commerce's Electronic Communications Resources, whether or not related to personal or confidential matters, are subject to monitoring, at the agency's discretion. The City of Commerce monitors communications transmitted via the agency's Electronic Communications Resources in the ordinary course of business for purposes that include ensuring their reliability and security. The existence of passwords and "message delete" functions do not restrict or eliminate the agency's ability or right to access electronic communications.

Additionally, the City of Commerce may be required to produce information transmitted or stored on its Electronic Communications Resources pursuant to a court order, subpoena, or statute.

Restrictions. The information sources accessible via the internet are worldwide and constantly growing in kind and number. It is not possible for any Internet access provider to fully manage the types of information accessible by its systems and users, especially with regard to content limitations. Nonetheless, the City of Commerce reserves the right to restrict access to any data source, at its sole discretion. These restrictions do not constitute an implication of approval of other non-restricted sources.

Without exhausting all the possibilities, the following are examples of inappropriate use of the City of Commerce's Electronic Communications Resources:

- 1) Exposing others unwillingly, either through carelessness or intention, to material which is offensive, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.
- 2) Any use that may, for a reasonable person, create or further a hostile attitude or give offense on the basis of race, color, religion, national origin, citizenship, ancestry, marital status, gender, disability, age, veteran's status or sexual orientation.
- 3) To conduct Union business that has not been authorized by the City Administrator or his or her designee.
- 4) Communicating confidential agency information to unauthorized individuals within or outside of agency.
- 5) Sending messages or information which is in conflict with applicable law or agency

policies, rules or procedures.

- 6) Broadcasting unsolicited personal views on social, political, religious or other non-business related matters.
- 7) Attempting to access unauthorized data or break into any agency or non-agency system; unauthorized use of a password/mailbox is prohibited.
- 8) Engaging in theft or the unauthorized copying of electronic files or data.
- 9) Performing acts that are wasteful of computing resources or that unfairly monopolize resources to the exclusion of others is prohibited. These acts include, but are not limited to: sending mass mailings or chain letters and creating unnecessary network traffic.
- 10) Intentionally misrepresenting one's identity for improper or illegal acts.
- 11) Engaging in unlawful activities.
- 12) Engaging in commercial activity or activity for financial gain, not under the auspices of the agency; use of the city's Electronic Communications Resources to set up personal business.
- 13) Engaging in recreational use of the agency's Electronic Communications Resources that interferes with the ability of the employee or other users to conduct agency work. This includes but is not limited to downloading or uploading software, games, or shareware. Employees are also prohibited from downloading and using instant messenger (IM).

In addition to these restrictions, excessive on duty time spent in the use of the city's communication resources for personal and private reasons is considered a theft of the city's time since it deprives the City of productive work time during which the employee is expected to be exclusively engaged in their duties and responsibilities.

Overtime - Prior Approval Required. The Fair Labor Standards Act (FLSA) requires that the Agency pay each employee who is entitled to receive FLSA overtime for all hours worked. This provision does not apply to employees who are exempt from FLSA overtime because of the executive, administrative, or professional nature of their job duties.

1) No time spent in any activity on the agency's Electronic Communications Resources for the benefit of the agency may be done outside of employee scheduled work hours without advance approval from the employee's immediate supervisor. Emergencies may arise that call for an exception to this rule. If a minimal amount of Electronic Communication occurs, it shall not require prior supervisory approval or time recording. In emergencies the employee may perform the work, but must notify a supervisor as soon as possible, and in no event later than the end of that day. If the employee's supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working overtime.

2) All pre-approved time spent outside of the employee's scheduled hours on the agency's Electronic Communications Resources for the benefit of the agency must be reported on official agency forms so that the agency may pay the employee for that work. Employees may never choose to work and not request compensation. All legitimate overtime will be compensated.

3) Employees are required to record all work time on official agency records and to work overtime with approval. Failure to follow the agency's overtime approval procedures will result in being paid for all legitimate work time, and being subject to disciplinary action, up to and including termination for violating the overtime approval procedures.



AGENDA REPORT

DATE: November 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF COMMERCE AND RIO HONDO COMMUNITY COLLEGE DISTRICT FOR COMMERCE EMERGENCY RESPONSE TEAM TRAINING

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

City of Commerce staff recommends that the City's Emergency Response Team ("CERT") continue to obtain training for planning and responding to emergencies. The Rio Hondo Community College District ("Rio Hondo") has provided the training at the Rio Hondo Public Safety Training Center in Santa Fe Springs, California.

Rio Hondo has agreed to provide CERT training to City employees once per month for 11 months; the month of December is excluded from the CERT Training Schedule. The training will consist of 8 hours each month and is limited to 20 members of the City's CERT Team. The training will be provided from August 1, 2013 through July 31, 2014. The Agreement has been reviewed by the City Attorney.

FISCAL IMPACT:

The cost for the CERT Training is \$700 per 8-hour day or \$7,700 over the eleven month contract period. The proposed activity can be absorbed within current budget limitations for the remainder of the fiscal year.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This report relates to the 2012 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce," as it addresses a community public safety issue of concern.

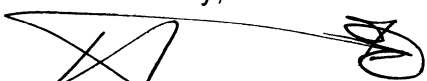
Recommended by,


Patrick Malloy
Interim Director of Safety and Community Services

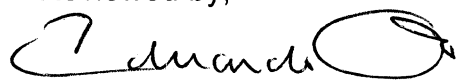
Respectfully submitted,


Jorge Rifa
City Administrator

Reviewed by,


Vilko Domic
Director of Finance

Reviewed by,


Eduardo Olivo
City Attorney

Agenda 2013-19 Agreement – Rio Hondo Community College

AGENDA ITEM No. 7

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING AND ADOPTING AN AGREEMENT FOR SERVICES
BETWEEN THE CITY OF COMMERCE AND RIO HONDO COMMUNITY COLLEGE
DISTRICT FOR COMMERCE EMERGENCY RESPONSE TEAM TRAINING

WHEREAS, the City of Commerce's (the "City") Emergency Response Team ("CERT") needs training for planning and responding to emergencies; and

WHEREAS, Rio Hondo Community College District ("Rio Hondo") provides CERT training; and

WHEREAS, the City desires to obtain such training pursuant to the Agreement proposed by Rio Hondo.

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

Section 1. The Agreement for Services between the City of Commerce and Rio Hondo Community College District 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 5th day of November, 2013.

Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, CMC
Interim City Clerk

AGREEMENT FOR SERVICES (REVENUE)

This Agreement is made and entered into this 1st day of August 2013, by and between **RIO HONDO COMMUNITY COLLEGE DISTRICT** doing business as Rio Hondo College Public Safety Department hereinafter referred to as the "District", and the **CITY OF COMMERCE** hereinafter referred to as the "City".

The District and the City agree that the District will provide the following services to the City:

District will conduct Commerce **Emergency Response Team (CERT) Training**. The content will be determined by the District and tailored to the needs of the City. The training will be held/taught at Rio Hondo College's Santa Fe Springs – Public Safety Training Center. The training center address is 11400 Greenstone Avenue, Santa Fe Springs, CA 90670 or other mutually agreed upon off-site training center.

1. The District agrees to:

- a. Provide CERT Training to employees of the City;
- b. CERT Training will consist of training 8-hour day/per month (7:30am-4pm including thirty (30) minutes for lunch);
- c. Charge \$700 per 8-hour day/per month or \$7,700 over the eleven month contract period;
- d. Training limited to 20-members of City's CERT Team;
- e. Training will be provided once a month for 11-months
- f. Exclude the month of December from the CERT training schedule.

2. The parties to this Agreement understand that the District is governed by the Education Code and this agreement is specifically covered by Education Code §87470.

3. The City agrees to:

- a. Accept CERT training from the District;
- b. Pay the fee of \$700 per 8-hour day/per month;
- c. Commit to 11-months of training;

4. Invoices and notices shall be sent to the City at the following address:

Miguel Romero, Assistant Emergency Preparedness Officer
c/o: City of Commerce
2535 Commerce Way
Commerce, CA 90040

Cell: (323) 228-2206
Office: (323) 887-4460 ext 2809
miguelr@ci.commerce.ca.us

5. All correspondence to the District shall be sent to the following address:

Director, Contract Management and Vendor Services

C/o Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601

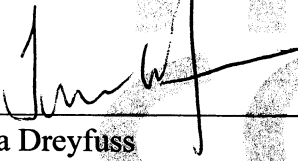
6. The term of this Agreement shall be from **August 1, 2013** through **July 31, 2014**.
7. In accordance with this clause, either party may terminate the performance of work under this contract by giving the other party thirty (30) days written notice. This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution by both Parties. This Agreement may be renewed by contract modification for additional "Extended Terms" each term of one (1) year unless either Party notifies the other in writing of its intention not to renew the Agreement, such notification to be provided at least thirty (30) days prior to the then in-effect Term. In the event of such termination, City must still pay the District the full amount identified in Paragraph 3.d.
8. The City agrees to indemnify and hold harmless the District, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against District and/or its agents, officials, officers, or employees that may be asserted or claimed by any person firm or entity arising out of or in connection with the City's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the City, its agents, officials, officers or employees.
9. The District agrees to indemnify and hold harmless the City, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees whether or not suit is actually filed, and any judgments rendered against City and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with District's performance of its agents, officials, officers, or employees, including any acts errors, or omissions of the District, its agents, officials, officers or employees.
10. Neither this Agreement or any duties or obligations under this Agreement may be assigned by City without the prior written consent of the District.
11. This Agreement may be amended only by the mutual written consent of the parties hereto.
12. This Agreement represents the entire understanding of the District and the City as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder, unless specifically referenced herein.

13. Each and every clause and provision of law required to be inserted in this Agreement shall be deemed to be inserted herein and his Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party of the Agreement shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

DISTRICT

Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601-1699



10/10/13

Teresa Dreyfuss
President/Superintendent
Rio Hondo Community College District

CITY

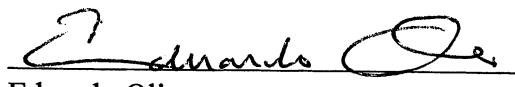
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Joe Aguilar
Mayor
City of Commerce

ATTEST

Teresa Jackson, CMC
Interim City Clerk

APPROVED AS TO FORM



Eduardo Olivo
City Attorney





AGENDA REPORT

Meeting Date: November 5, 2013

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 TRANSTRACK SYSTEMS, INC. MAINTENANCE AND SUPPORT AGREEMENT

RECOMMENDATION:

Adopt the Resolution approving the first amendment to the TransTrack Systems, Inc. maintenance and support agreement.

MOTION:

Move to approve recommendation.

BACKGROUND:

On December 6, 2011, City Council approved the issuance of a Request for Proposal (RFP) for the purchase of transit data management software. The software is designed to assist the Transportation Department in submitting operating and financial data to the Department of Transportation's National Transit Database (NTD) program.

At the adjourned regular Council meeting held on April 3, 2012, City Council approved the purchase of a business intelligent software system from TransTrack Systems, Inc. TransTrack's transit performance manager software is used by many transit agencies to consolidate operating and financial data for NTD purposes; and also produces reports that allow transit staff the ability to more effectively manage the City's public transportation system.

ANALYSIS:

The first amendment will extend the existing contract to June 2014 and allow TransTrack to continue providing the City maintenance and support services, as it relates to the transit business intelligent software system.

FISCAL IMPACT:

The annual maintenance and support renewal agreement with TransTrack costs \$20,000. However, the original purchase price of the software came in slightly under budget by approximately \$6,000. Therefore, to exhaust the remaining funds allocated for this project in the FTA grant (CA-96-X072), the \$6000 savings were applied towards maintenance and support services through December 2013.

As a result, the amount due to extend the existing agreement through June 2014 is \$14,000, which is reflected in the attached TransTrack agreement.*

PRICING:

Item	Number	Cost
Annual License Fee, Maintenance & Support Costs	1	\$ 20,000
Less previous payment		\$ -6,000
TOTAL		\$ 14,000

PROJECT FUNDING:

Measure R – Local Return		\$ 14,000
TOTAL		\$ 14,000

The proposed activity can be paid for out of the Measure R - Local Return Account (57-8331-52001.30030). Measure R is funded with ½ cent sales tax revenues that the Los Angeles County voters approved in November 2008; specifically designed to cover public transit capital and operating expenses. Based on the Los Angeles County Metropolitan Transit Authority (Metro) transit fund allocation estimates, the City is scheduled to receive approximately \$135,955 in Measure R – Local Return Funds for Fiscal Year 2014; the remaining allocation will go towards labor costs for transit operations.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item relates to the 2012 strategic planning goal: “review and update services and activities to increase efficiency”, as the proposed recommendation outlined in this report assists in mitigating the City’s transportation operating cost.

Recommended by:



Claude McFerguson
Director of Transportation

Respectfully submitted,



Jorge Rifa
City Administrator

Budget Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

Attachment: TransTrack Systems, Inc. Cover Letter and Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE TRANSTRACK
SYSTEMS, INC. MAINTENANCE AND SUPPORT AGREEMENT

WHEREAS, on December 6, 2011, City Council approved the issuance of a Request for Proposal (RFP) for the purchase of transit data management software; and

WHEREAS, on April 3, 2012, City Council approved the purchase of a business intelligent software system from TransTrack Systems, Inc.; and

WHEREAS, the first amendment will extend the existing contract to June 2014 and allow TransTrack to continue providing the City maintenance and support services, as it relates to the transit business intelligent software system;

WHEREAS, the proposed activity can be paid for out of the Measure R – Local Return Account (57-8331-52001.30030);

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

Section 1. The First Amendment to the Maintenance and Support Agreement between the City of Commerce and TransTrack Systems, Inc. is hereby approved. The Mayor is hereby authorized to execute the First Amendment for and on behalf of the City.

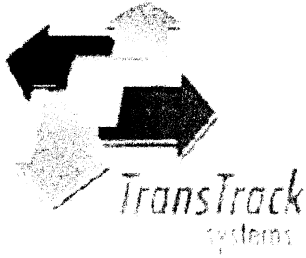
Section 2. The City Clerk shall certify to the adoption of this Resolution.

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

Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, CMC
Interim City Clerk



265 Belmont Avenue
Long Beach, California 90803
Telephone Number (562) 987-4755
Fax Number (562) 987-4756
Web Address: www.transtrack.net

October 21, 2013

Mr. Claude McFerguson
Director of Transportation
City of Commerce
5555 Jillson Street Jason Shaw
Commerce, CA 90040

Subject: Amendment #001 to End User License Agreement for FY 2014 & Invoice #005

Dear Mr. McFerguson:

Enclosed are two copies of Amendment #001 to the End User License ("License") Agreement with TransTrack Systems[®], Inc. for Fiscal Year 2014 Maintenance and Support. Please have an authorized representative of the City sign, date and return one copy of the enclosed amendment to TransTrack at the above address. Please retain one copy for your files. FY 2014 Invoice #005 for \$14,000 is enclosed (i.e., \$20,000 FY 2014 Amount less the previous partial payment of \$6,000 = \$14,000).

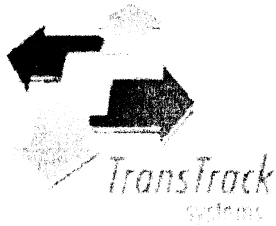
We look forward to another successful year working with you and the other members of your Business Intelligence team. Please do not hesitate to contact me should you have questions regarding the information provided.

Best regards,

A handwritten signature in cursive script that reads "Mary Sue O'Melia".

Mary Sue O'Melia
President

Enclosures



265 Belmont Avenue
Long Beach, California 90803
Telephone Number (562) 987-4755
Fax Number (562) 987-4756
Web Address: www.transtrack.net

October 21, 2013

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

**Subject: Renewal of End User License Maintenance & Support Agreement
(Amendment 001)**

Dear Mr. McFerguson:

The City of Commerce has the opportunity to renew the End User License ("License") Agreement with TransTrack Systems[®], Inc. with the payment for Fiscal Year 2014 Maintenance and Support.

In accordance with Article IV Section 6 of the current End User License, upon notice prior to the expiration of the current term of the License accompanied with payment for a renewal, Commerce will be able to continue to use the proprietary Software, TransTrack Manager[®].

Exhibit F of the License provides the range of fees which may be charged by TransTrack for a renewal of the Maintenance and Support portion of the License.

The fee for a renewal is \$20,000 for the level of support specified in the License. Any additional services requested, other than those set forth in the description of Maintenance and Support, will be subject to an additional fee.

Once this letter is fully executed by both TransTrack Systems[®], Inc. and an authorized representative of Commerce, and TransTrack has received the \$20,000 payment, it will serve to renew the End User License for the 2014 fiscal year term, subject to all other terms and conditions of the End User License remaining the same.


This letter shall also amend Exhibit F of the License by adding the following sentence:

"Annual Maintenance and Support Fee for July 1, 2013 – June 30, 2014: \$20,000."

All other terms and conditions of the License shall remain in full force and effect.

AGREED AND ACCEPTED

TransTrack Systems[®], Inc.



Mary Sue O'Melia
President

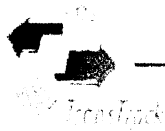
Date: 10/21/13

AGREED AND ACCEPTED

City of Commerce

By: _____

Date: _____





AGENDA REPORT

MEETING DATE: November 5, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONVERSE CONSULTANTS FOR THE DIVISION OF STATE ARCHITECT (DSA) APPROVED INSPECTOR OF RECORD FOR THE CENTRAL LIBRARY RENOVATION PROJECT

RECOMMENDATION:

Adopt a resolution approving a professional services agreement with Converse Consultants for the Division of State Architect (DSA) Approved Inspector of Record for the Central Library Renovation Project and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

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 8, 2012, the City Council approved the First Amendment to the Professional Services Agreement with Adrian-Gaus Architects, Inc., for the Central Library Renovation Project.

On June, 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program (CIP) Budget, the City Council appropriated funds for the Emergency Operations Center (\$1,333,333) and the Central Library Renovation (\$4,837,794) projects.

On November 20, 2012, the Library Renovation Project plans were still in plan check at L.A. County Public Works, staff recommended that an agreement for inspection services and materials acceptance and testing be awarded to Converse Consultants for the Emergency Operations Center Project for the proposed amount of \$84,972. When the plans for the library project are approved a detail and comprehensive cost for these services can be developed. On June 3, 2013, the Library Renovation Project plan check was completed and permit ready to be issued.

ANALYSIS:

On August 6, 2012, the City Council approved the Request for Proposal (RFP) for Division of State Architect (DSA) Approved Inspector of Record for Central Library Renovation and Emergency Operations Center Projects and authorized staff to issue a Notice Inviting Bids/Proposals.

On September 13, 2012, the City received 18 proposals from the following companies:

Contractor Name
1. AESCO, Huntington Beach, CA
2. BPI Inspection Service, Los Angeles, CA
3. Consulting Inspection Services, Inc., San Marcos, CA
4. Converse Consultants, Monrovia, CA
5. Gateway Science & Engineering, Pasadena, CA
6. James W. Cook Inspection, Apple Valley, CA
7. Knowland Construction Services, Pasadena, CA
8. Ninyo & Moore, Los Angeles, CA
9. RMA Group Inc., Fullerton, CA
10. RS Construction Services, Inc., Cerritos, CA

11. Sandy Pringle Associates, Torrance, CA
12. State Consulting & Inspection Services, San Diego, CA
13. Structure Consultants, Inc., Rancho Cucamonga, CA
14. Swinerton Management & Consulting, Los Angeles, CA
15. Team Inspections, Riverside, CA
16. TYR Inc., Long Beach, CA
17. United Inspection & Testing, Moreno Valley, CA
18. Visual Inspection Services, Inc., Anaheim, CA

The selected firm will be responsible for providing a qualified and experienced inspector of record approved by the California Division of State Architect to oversee construction of the Emergency Operations Center and Central Library Renovation projects. The RFP will enable the City to ensure that all construction is completed in compliance with existing regulations and public works standards.

A panel consisting of Gina Nila (Environmental Services Manager) and Danilo Batson (Assistant Director of Public Services) reviewed all proposals. Their combined scores are as follows:

Contractor Name	Score
Converse Consultants	78.0
Ninyo & Moore	76.0
RMA Group Inc.	76.0
BPI Inspection Service	72.5
Swinerton Management & Consulting	70.0
AESCO	68.5
RS Construction Services	56.0
TYR Inc.	52.0
Knowland Construction Services	49.5
Gateway Science & Engineering	41.0
United Inspection & Testing	35.5
Consulting Inspection Services, Inc.	35.0
Visual Inspection Services	33.5
Team Inspections	30.0
Sandy Pringle Associates	22.5
State Consulting & Inspection Services	22.5
Structure Consultants, Inc.	21.0
James W. Cook Inspection	15.0

Based on the above scores, Converse Consultants, of Monrovia, CA, submitted the lowest, responsive proposal for the requested services.

Staff recommends that an agreement for inspection services and materials acceptance and testing be awarded to Converse Consultants for the Central Library Renovation Project for the proposed amount of \$86,745.

FISCAL IMPACT

Funds for these services are available in the Fiscal Year 2012/13 Budget. City Council approved a budget of \$4,837,794 for the Central Library Renovation. The requested services will be funded from the appropriated project 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

Recommended by:



Beatriz Sarmiento
Library Director



Alex Hamilton
Assistant Director of Community Development

Prepared by:



Paul Banuelos
Project Manager

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

Attachments: Resolution
Agreement

File: 2013 City Council Agenda Reports
RFP – Division of State Architect (DSA) Inspector of Record for Central Library Renovation Project – Agenda Reports File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CONVERSE CONSULTANTS FOR THE DIVISION OF STATE ARCHITECT (DSA)
APPROVED INSPECTOR OF RECORD FOR THE CENTRAL LIBRARY
RENOVATION PROJECT

WHEREAS, on August 8, 2012, the City Council approved a Request for Proposals (RFP) for Division of State Architect (DSA) Approved Inspector of Record for Central Library Renovation and Emergency Operations Center Projects; and

WHEREAS, City staff determined that Converse Consultants submitted the proposal that received the best-combined score.

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

Section 1. That the proposal by Converse Consultants is hereby accepted. An Agreement between the City and Converse Consultants 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 _____, 2013.

Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, CMC
Interim City Clerk

THIS AGREEMENT (the "Agreement") dated as of November ____, 2013 (the "Effective Date") is made by and between Converse Consultants ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

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

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

AGREEMENT

1. Scope of Services and Schedule of Performance.

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

2. Term.

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

3. Compensation.

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

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

4. Financial Records.

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

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

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel; Subcontracting.

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

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

7. Responsible Principal and Project Manager.

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

8. City Liaison.

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

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

Consultant shall indemnify and hold the City and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and their respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right 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 City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14. Confidentiality.

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

15. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

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

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

18. Conflict of Interest.

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

19. Other Agreements.

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

20. Termination.

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

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

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

21. Waiver of Breach.

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

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

22. Assignment.

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

23. Arbitration.

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

24. Attorneys' Fees.

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

25. Notices.

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

For the City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Alex Hamilton, Assistant Director of Community Development

For Consultant:

Converse Consultants
222 East Huntington Drive, Suite 211
Monrovia, California 91016
Attn: William H. Chu, Senior Vice President

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

26. Governing Law.

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

27. Severability.

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

28. No Construction of Agreement against any Party.

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

29. Entire Agreement and Amendments to Agreement.

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

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

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

31. Counterpart Signatures.

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

Consultant and the City.

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

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

31. Counterpart Signatures.

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

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

CITY OF COMMERCE

DATED: November ____, 2013


By: _____
Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, CMC
Interim City Clerk

CONSULTANT

DATED: November 1, 2013

By: 
William H. Chu, Senior Vice President

APPROVED AS TO FORM:

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A



Converse Consultants

Geotechnical Engineering, Environmental and Groundwater Science, Inspection and Testing Services

October 15, 2013 (Revised)

Mr. Alex Hamilton
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Subject: **REVISED COST PROPOSAL TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) APPROVED INSPECTOR OF RECORD AND SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**
Central Library Renovation Project
City of Commerce, California
Converse Project No. 12-31-246-00

Dear Mr. Hamilton:

Converse Consultants (Converse) appreciates the opportunity to submit our revised cost proposal to provide DSA Approved Inspector of Record (IOR) and Special Inspection and Materials Testing Services to the City of Commerce for the above-mentioned project.

The estimated cost of our IOR Services is **\$86,745.00**. Detailed cost proposals and rate sheets are provided in the body of this proposal and Appendix A.

Our fees will be assessed on a time and materials basis in accordance with the unit rates indicated on our *Schedule of Fees*, cost breakdown, and *General Conditions*, copies of which are attached and form a part of this proposal. This proposal will expire in 90 days from its issuance, if not accepted in that time.

No work beyond the outlined scope will be performed without receiving your prior approval and authorization. Additional work will require an additional fee above and beyond the estimated values stated here.

During the course of this work we will carry workers' compensation insurance as required by law. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geologic principles and practices in this area of southern California. Unless we hear differently we will assume that these conditions are acceptable to you.

It is understood by both contracting parties that this design phase is a prevailing wage project as defined in the Labor Code Sections 1770-1780.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated below. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

222 East Huntington Drive, Suite 211, Monrovia, California 91016-3500
Telephone: (626) 930-1200 ♦ Facsimile: (626) 930-1212 ♦ e-mail: converse@converseconsultants.com

Please sign two copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy for your files and return one copy, together with a copy of this proposal, to this office to formally authorize our services.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. If you have any questions, please call William H. Chu at (626) 930-1222.

CONVERSE CONSULTANTS



William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Encl: Cost Proposal
Schedule of Fees (Customized PW, GLT, MTS)
General Conditions (GC99-1)

Dist: 1/Addressee via email

WHC/amm



Converse Consultants

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SCOPE OF WORK

Project Understanding

Converse understands that the purpose of this RFP is for the District to obtain a select group of pre-qualified, certified DSA inspectors to provide project inspection and special inspection and materials testing services in support of construction of the Renovation of the Central Library.

The Central Library Renovation consists of new electrical, data, and mechanical systems, window upgrades, new roofing, and new insulation for 11,866 SF of existing library and 591 SF of public restrooms. The Central Library is part of the larger City Hall complex.

Converse will conduct inspection and testing in accordance with the project specifications and applicable industry standards. Converse inspectors are proficient in the requirements set by the Division of the State Architect (DSA). Converse requires all inspectors to complete the DSA certification prior to their assignment on any projects and to attend local DSA seminars routinely to update consultants as to any changes. Converse also maintains DSA two certified laboratories in Monrovia and Redlands, California.

Inspector of Record Services

Our project strategy and methodology to meet the technical and personnel requirements of this contract are as follows:

Account Manager: William Chu, P.E., G.E., will provide project oversight and will be the individual authorized to negotiate the contract and sign contract documents. His duties for this project will include:

- Technical assistance and oversight.
- Contract and budget negotiations.
- Resource management oversight.
- Meetings as necessary.

Project Inspector: The Project Inspector from our office will be the single point of contact with your Construction Manager (CM). He will discuss the contractor's progress with the CM and contractors.

Our Project Inspector will perform the following inspection services in accordance with the approved plans and specifications for this project.

- Perform on-site inspection services, inspection-related activities, and special inspections.
- Verify that the project Contractor's work is in compliance with Title 24 California Code of Regulations, the City's standards, and other requirements set by jurisdictional public agencies.
- Perform continuous inspection of the project during all stages of demolition and construction, verifying that approved plans and specifications are executed to completion.
- Review the scope of the project and the agreements between the City and Architect, Construction Manager (if applicable), and Contractor, in order to effectively serve as a



liaison between the City and the Architect, the Construction Manager (if applicable), the Contractor, and/or government inspectors.

- Attend meetings held at the project site or other location identified by the City, as directed by the Architect, the City, or the Construction Manager (if applicable). Such meetings may pertain to budget meetings, specification reviews, coordination, and work progress.
- Maintain communication with the Contractor and all subcontractors on the project, consider and evaluate suggestions and recommendations submitted by the Contractor to the Architect; and report verbally and confirm in writing the same to the Contractor, the Construction Manager (if applicable), and the Architect, with recommendations to these parties for final decision.
- Accompany government inspectors representing local, state, or federal agencies having jurisdiction over the project during site visits, and record in writing and report to the Construction Manager (if applicable), the Architect, and the City the results of agency inspections.
- Maintain orderly job files at the project site that include correspondence, reports of project site conferences, minutes of job site meetings, shop drawings, and reproductions of the original Construction Contract.
- Maintain accurate and qualitative daily inspection reports in job files that are thorough, complete and orderly. Reports will record hours on the project site, weather conditions, construction procedures (where performed and any deviations), construction equipment and vehicles used, personnel assigned by the Contractor and subcontractors, equipment and materials delivered to the site, daily activities, occurrences or conditions that might affect the construction budget or schedule, and any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken, etc. Those reports and/or job files shall be made available to the project Architect, the Construction Manager (if applicable), and the City upon request.
- Keep the City thoroughly informed of work progress by submitting reports required as by Title 24:
 - Copies of verified reports required by Title 24 CCR submitted to the City within five (5) work days of the end of the report period and within five (5) days of final acceptance for the final verified report.
 - Copies of semi-monthly reports required by Title 24 CCR, submitted to the City within two (2) work days of the close of the report period.
- Maintain all inspection records of construction procedures on the project jobsite until the completion of the work.
- Advise the Architect, the Construction Manager (if applicable), and the City in advance, verbally and in writing, of test schedules. Observe the tests at the project site as required by the Construction Contract.
- Verify that all required certification documentation relative to the project is received in a timely manner by the Construction Manager (if applicable) and the City.
- Notify immediately the Architect, the Construction Manager (if applicable), and the City of work not in compliance with the plans and specifications



- Be alert to the construction schedule and to any conditions that may cause delay in substantial completion of the project, and upon observing such conditions, report them immediately.
- Review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the City, and indicate whether amounts claimed by the Contractor are, in his opinion, correct.
- Serve as a liaison between the Construction Manager (if applicable), the City and the Contractor at the project site, especially where existing facilities remain in operation during the project.
- Assist in the development of a punch list agreement between the City, the Construction Manager (if applicable), the Architect, and the Contractor regarding incomplete task items and the general conditions of areas to be occupied by the City prior to substantial completion of the project by the Contractor.
- Review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractor, as set forth in the Construction Contract, and determine that such As-Built drawings are updated by the Contractor on a monthly basis prior to processing of Contractor's monthly payment request.
- Check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans, and specifications.

Special Inspection and Materials Testing Services

Special inspection and materials testing services will include, but not be limited to, the following:

- Review material identification/mill certification sheets to verify that steel meets project manual specifications.
- Inspect and test field strength bolting and welding as described above.
- Field inspect and test expansion of adhesive anchors and verify that all seats, plates, and reinforcement of other items to be cast into concrete are accurately placed, positioned securely, and positioned securely as not to cause hardship in placing concrete.
- Prepare reports summarizing all observations and test results.

FEE PROPOSAL

Services	Estimate Hours	Hourly Rate	COST
IOR Services	880 hours	\$92.00	\$80,960.00
Geotechnical Observation and Special Inspection and Materials Testing and Office Support	-	-	\$5,785.00
TOTAL			\$86,745.00

A schedule of hourly rates and fees are included in the Appendix of this proposal. In general, our rates will be subject to the following general conditions.



- An eight-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate.
- There will be a two-hour minimum charge in case of work cancellation after our field personnel has been dispatched.
- **It is understood by both contracting parties that this is a prevailing wage project as defined in Labor Code Sections 1770-1780.**
- Our rates will be adjusted if the prevailing wage is adjusted by the Department of Industrial Relations.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site. The client and/or contractor will be responsible for the excavation and backfilling of all test locations.
- Additional inspections and laboratory testing outside the agreed-upon scope of work can be provided upon request. Charges for these additional services will be based on our attached *Schedule of Fees*.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
- Our services will be performed on a time-and-materials basis in accordance with the unit rates indicated, and/or *Schedule of Fees* and *General Conditions*.
- Our field representative will not direct, supervise, or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultation(s) requested by the client will also be charged in accordance with the attached *Schedule of Fees*.
- Testing services outlined in this proposal will be performed at the request of your authorized representative.
- We require 48 hours advance notice for our services. We will, however, make every attempt to accommodate requests on shorter notice.



**Proposal to Provide Division of State Architect (DSA) Approved Inspector of Record
 And Special Inspection and Material Testing Services
 Central Library Renovation Project
 City of Commerce, California
 Converse Project No. 12-31-246-00**

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED³	
Firm Name:	(Client) ¹
By:	(Print Name)
	(Signature)
Title:	Date:
Telephone No. ()	Fax No. ()
P.O. No./Billing Instructions ² :	

- ¹ Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- ² Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- ³ Converse has been informed by the Client that this design phase is a prevailing wage project as determined by local Labor Code.



APPENDIX



CONVERSE CONSULTANTS

222 E. Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name:	Central Library Renovation City of Commerce, California	Project No.:	12-31-246-00
		Date:	10/14/13

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Project Inspector (IOR)	hour	880	\$92.00	\$80,960.00
Special inspector/steel, high strength bolt, epoxy (field)	hour	40	\$82.00	\$3,280.00
Special inspector/steel (NDT, anchor bolt pull test, shop pins)	hour	12	\$85.00	\$1,020.00
Subtotal:				\$85,260.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office support	hour	8	\$65.00	\$520.00
Project manager/engineer	hour	4	\$130.00	\$520.00
Principal-in-charge	hour	1	\$145.00	\$145.00
Final verify report	report	1	\$300.00	\$300.00
Subtotal:				\$1,485.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	\$85,260.00
Office Services:	\$1,485.00
Total Cost for Material Inspection and Testing:	<u>\$86,745.00</u>

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

CONVERSE CONSULTANTS
City of Commerce
Prevailing Wage Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2014.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services	
DSA Class 1 Project Inspector (IOR)	92
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$82
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	85
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	85
Coring Technician (including machine and power generator)	85
Inspector of Record (IOR)	95
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	85
Supervisory Soils Technician	85
Sample Pick-up	50
Professional Services (Field and Office)	
Staff Professional	\$80
Senior Staff Professional	85
Project Professional	110
Project Manager	130
Senior Professional	130
Principal Professional	145
Laboratory Testing	
Laboratory Technician	\$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	
Office Support	
Clerical/Word Processing	\$65
Drafting	65
CAD Operator/Drafting Manager	70

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
City of Commerce
Schedule of Fees
Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	8.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
▪ Moisture Content & Dry (Bulk) Density, ASTM D2216 & D2937	15.00
▪ Moisture Content, ASTM D2216	10.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
▪ Several points	80.00
▪ One point	40.00
Particle Size Analysis, ASTM D422	
▪ Fine Sieve (From +#200 to #4)	80.00
▪ Coarse and Fine Sieve (From -#200 to 3 in)	160.00
▪ Hydrometer	85.00
Percent Passing #200 Sieve, ASTM D1140	45.00
Specific Gravity	
▪ Fine (passing #4 sieve), ASTM D854	70.00
▪ Coarse (retained on #4 sieve), ASTM C127	70.00
Sand Equivalent Test	75.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
▪ Method A or B	110.00
▪ Method C (6-inch mold)	120.00
California Impact Method (Caltrans 216)	200.00
R-value, ASTM D2844	230.00
California Bearing Ratio (CBR), ASTM D1883	
▪ 1 point	125.00
▪ 3 point	325.00
Relative Density	
▪ 0.1 cubic foot mold	200.00
▪ 0.5 cubic foot mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	20.00
Direct Shear (per point)	
▪ Quick Test	60.00
▪ Consolidated - Drained (granular soil), ASTM D3080	150.00
▪ Consolidated - Drained (fine grained soil), ASTM D3080	200.00
▪ Consolidated - Undrained (fine grained)	150.00
▪ Residual Strength, per Cycle	55.00
▪ Remolded Specimens, per specimen	55.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM 2166	85.00
Unconsolidated - Undrained, ASTM D2850	110.00
Consolidated - Undrained (per point)	700.00
Consolidated - Drained (per point)	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens, per specimen	55.00

CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments	200.00
Additional load increment	40.00
Time-Ratio, per load increment	80.00
Single Point (collapse test)	80.00
Single Load Swell, ASTM D4546	
▪ Ring Sample, Field Moisture	85.00
▪ Ring Sample, Air Dried	85.00
Remolded Sample, per specimen	55.00
Expansion Index Test, UBC 29-2/ASTM D4829	85.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	300.00
Falling Head Flexible Wall, ASTM D5084	350.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen, per specimen	55.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	180.00
Organic Content, ASTM D2974	65.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through January 31, 2014.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in the Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing, in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U. S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turn-around for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turn-around to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with the ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS
City of Commerce
Schedule of Fees
Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this schedule. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through January 31, 2013.

AGGREGATES

Moisture Content (ASTM D2216).....	\$10.00
Particle Size Analysis	
▪ Coarse (ASTM C136), each.....	80.00
▪ Coarse and fine (ASTM C136 & 137), each.....	160.00
▪ Specific Gravity & Absorption	
▪ Coarse or Fine Aggregate (ASTM C127).....	80.00
▪ Coarse Aggregate (ASTM C128).....	80.00
▪ Unit weight per cubic foot (ASTM C29).....	50.00
▪ Soundness-Sodium or Magnesium (ASTM C88), each.....	200.00
▪ Potential Alkali Reactivity (ASTM D289).....	300.00
▪ Freeze Thaw Soundness.....	175.00
▪ Los Angeles Abrasion, per class (ASTM C131, C535).....	210.00
▪ Sand Equivalent (ASTM D2419).....	70.00
▪ Lightweight Particles (ASTM C123), each.....	75.00
▪ Clay Lumps and Friable Particles (ASTM C142), each.....	100.00
▪ Stripping test (ASTM D1664), each.....	65.00
▪ Organic impurities (ASTM C40).....	60.00
▪ Durability.....	By Quote

Compression Test

▪ 2" x 4" Mortar Cylinder, each.....	24.00
▪ 3" x 6" Grout Prisms, each.....	24.00
▪ 2" Cubes (ASTM C109), each.....	24.00
Cast by others.....	24.00
Mortar or Grout Mix Designs.....	By Quote

FIREPROOFING TESTS

Oven Dry Density (per sample).....	55.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit.....	45.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927.....	180.00
Marshall ASTM D1559, ASTM D2726.....	180.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (Rice Method), each.....	95.00
Void Analysis of Cores or Marshall Specimens Calculations Only (ASTM D3203) set of 2 or 3.....	55.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	80.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall).....	By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Method B) Or California 310, including ash correction, each.....	180.00
Extraction of Rubberized Asphalt and Gradation, each.....	180.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
▪ uncoated.....	85.00
▪ coated.....	95.00
Immersion-Compression.....	400.00
Particle coating (ASTM 2489).....	65.00
Stripping (ASTM D1664).....	55.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts.....	150.00
Retained Strength (ASTM D1074/D1075) 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens.....	By Quote
CBR, ASTM D1883, including M/D curve, 1 point.....	250.00
Asphalt Temperature.....	15.00

STRUCTURAL STEEL

Tensile Test, #9 Bar or Smaller, each.....	40.00
Bend Test, #9 Bar or Smaller, each.....	45.00
Tensile Test, #10 Bar or Greater, each.....	250.00
Tensile Test, #14 Bar or Greater, each.....	350.00
Rebar coupler tensile test.....	85.00
Tensile Test, Welded #9 Bar or Smaller, each.....	85.00
Tensile Test, Welded #10 Bar or Greater, each.....	250.00
Tensile Test, Welded #14 Bar or Greater, each.....	350.00
Tensile Test, Mechanically Spliced Bar, #9 Bar or Smaller, each.....	250.00
Tensile Test, Mechanically Spliced Bar, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test for A490 Bolts

CONCRETE TESTS

Laboratory Trial Batch (ASTM C192).....	By Quote
Laboratory Mix Design, historical data.....	By Quote
Compression Test, 6" x 12" cylinder (ASTM C39), each.....	24.00
Light Weight Concrete	
▪ Compression.....	24.00
▪ Unit Weight.....	24.00
Specimen preparation, trimming or coring, each.....	55.00
Bond Strength (ASTM C321)	
▪ Prepared by Converse.....	150.00
▪ Prepared by Others.....	80.00
Core Compression Test (ASTM C12), each.....	55.00
Flexure test, 6" x 6" beams (ASTM C78), each.....	80.00
Modulus of Elasticity - Static (ASTM C469), each.....	150.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157).....	280.00
Splitting Tensile, 6" x 12" cylinders, each.....	55.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 mi. of office, stand-by extra) ASTM/UBC, hourly rate schedule, or each Cylinder.....	80.00
Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder.....	80.00
Hold Cylinder.....	7.00
Cylinder Mold sent to job site but not casted by Converse or returned to Converse.....	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	40.00
Shrinkage (ASTM C426), each.....	90.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	45.00
Masonry Core Shear, each.....	50.00
Masonry Core Trimming, each.....	45.00
Compression Test, grouted prisms, 8" x 8" x 16", each.....	110.00
Compression Test, grouted prisms, 12" x 16" x 16", each.....	150.00

Under 100,000 lbs, each.....	55.00
Over 100,000 lbs, each.....	55.00
Wedge Tensile Test for A325 Bolts	
Under 100,000 lbs, each.....	50.00
Tensile Test – Anchor Bolts, tested with displacement	
transducers, each	300.00
Nut - Hardness, Proof, and Cone Proof Load Test, each	50.00
Washer - Hardness, each	30.00
A325 or A490 – Bolt hardness only, each.....	35.00
Bolt A325 or A490	
Wedge Tensile Under 100,000 lbs, and Hardness, each	80.00
Wedge Tensile Over 100,000 lbs, and Hardness, each	100.00
Bolt, Nut, and Washer - All Tests per set with bolts	
Under 100,000 lbs.....	300.00
Over 100,000 lbs.....	350.00

NOTES:

- (1) See *Geotechnical Laboratory Testing Schedule of Fees* for soil testing.
- (2) Hourly rates are available upon request.
- (3) Field laboratory rates are available upon request.
- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS

General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder. Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

EXHIBIT B

REQUIRED INSURANCE

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

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.

1. 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.

2. Worker's Compensation.

Consultant shall carry and maintain a policy of worker's compensation in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

3. Additional Insureds.

The City, its officers, agents, officials, volunteers and employees must be named as additional insureds or as additional loss payees required by this Agreement. An endorsement to this effect shall be delivered to the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant.

4. 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.

5. 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.

6. Qualifications of Insurer.

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

7. Approval of Insurer.

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

8. Payment of Premiums.

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

9. Evidence of Insurance and Claims.

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



AGENDA REPORT

MEETING DATE: 11/05/2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA APPROVING A GOVERNMENT AFFAIRS CONSULTING AGREEMENT WITH CALIFORNIA CONSULTING, LLC FOR GRANT WRITING AND CONSULTING SERVICES

RECOMMENDATION:

At the request of Councilmember Altamirano and Councilmember Robles, the City Council will consider for approval and adoption a proposed Resolution approving a Professional Services Agreement with California Consulting, LLC for grant writing and consulting services, and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

During the regular City Council meeting on October 15, 2013, the City Council received a presentation from Mr. Steve Samuelian of California Consulting regarding his grant writing company. After a brief question and answer session with Mr. Samuelian, the Council directed the City Administrator to bring back a proposed contract with California Consulting for their review at their next regularly scheduled City Council meeting on November 5, 2013.

ANALYSIS:

California Consulting has agreed to provide its services for a monthly consultant fee of \$4,000.00 per month, and the City agrees to increase the amount to \$4,500 per month at the time of the City's next budget cycle, in June of 2014.

California Consulting duties may include, but will not necessarily be limited to:

- a. General grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing at direction of Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing;
- c. Coordinate and attend regular meetings with the Client's staff at the Client's offices to efficiently gather necessary grant-related information and to identify other projects and programs within the Client's service area for which grant funding can be procured;
- d. Communicating with key persons in the State government, community, local organizations, and business persons to further the funding and policy objectives of Client;
- e. Perform post-grant award administration on the grants which are awarded to the Client, including the filing of required documents by the proscribed deadlines set by the awarding entity; and,
- f. Arranging and/or attending meetings on behalf of the Client and for the furtherance of the stated goals of the Client.

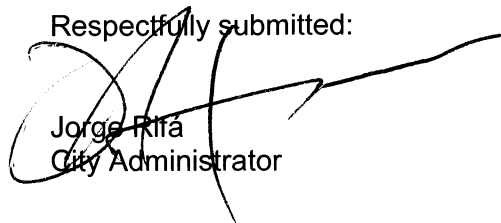
FISCAL IMPACT:

At the city council meeting of October 15th, the city council approved an allocation of \$50,000 for Grant Writing Services from FYE 2012-13 savings. If the city council approves the aforementioned recommendation, an appropriation is needed from 10-29900 (General Fund Undesignated Fund Balance) to 10-8804-54043 (General Services – Project Consultant) in the amount of \$32,000 to fulfill the financial obligation for the remaining right months in the current fiscal year

RELATIONSHIP TO 2012 STRATEGIC GOALS:

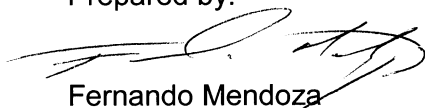
This agenda report relates to the following Strategic Goal: *Grow revenues to ensure all expenses are being met so that we can remain fiscally responsible and continue to provide services to the residents.*

Respectfully submitted:



Jorge Rifa
City Administrator

Prepared by:



Fernando Mendoza
Deputy City Administrator

Fiscal impact reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A GOVERNMENT AFFAIRS CONSULTING AGREEMENT
WITH CALIFORNIA CONSULTING, LLC FOR GRANT WRITING AND
CONSULTING SERVICES

WHEREAS, on October 15, 2013, the City Council received a presentation from Mr. Steve Samuelian of California Consulting regarding his grant writing company. The Council then directed the City Administrator to bring back a proposed contract with California Consulting for its review at the next regularly scheduled City Council meeting; and

WHEREAS, California Consulting has agreed to provide its services for a monthly consultant fee of \$4,000.00 per month, as long as the City agrees to review for potential increase at the time of the City's next budget cycle, in June of 2014; and

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

Section 1. The Government Affairs Consulting Agreement between the City of Commerce and California Consulting, LLC 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 5th day of November, 2013.

Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, Interim City Clerk

THIS GOVERNMENT AFFAIRS CONSULTING AGREEMENT (the "Agreement") dated as of November 5, 2013 (the "Effective Date") is made by and between California Consulting, LLC, a California Limited Liability Company ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

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

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

AGREEMENT

1. Scope of Services.

During the term of this Agreement, Consultant shall provide the City with state and local governmental affairs consulting and advice as is reasonably requested by the City. It is understood and acknowledged by the parties that the value of the Consultant's advice is not readily quantifiable, and that Consultant shall render advice upon request of the City, in good faith, but shall not be obligated to spend any specific or pre-set amount of time in so doing. Consultant's duties may include, but will not necessarily be limited to:

- a. General grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing at direction of the City;
- b. Offering the City general advice on matters involving funding mechanisms, grants research, identification, and writing;
- c. Coordinate and attend regular meetings with the City's staff at the City's offices to efficiently gather necessary grant-related information and to identify other projects and programs within the City's service area for which grant funding can be procured;
- d. Communicating with key persons in the State government, community, local organizations, and business persons to further the funding and policy objectives of the City;
- e. Perform post-grant award administration on the grants which are awarded to the City, including the filing of required documents by the proscribed deadlines set by the awarding entity; and,

- f. Arranging and/or attending meetings on behalf of the City and for the furtherance of the stated goals of the City.

2. Time for Performance of Duties.

Notwithstanding any other term or condition of this Agreement, the City specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

3. No Guaranteed Result. The City acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

4. Term of the Agreement.

The effective date of this Agreement is November 1, 2013, and shall continue on a month to month basis, allowing both parties to discuss potential new contract terms at any time.

5. Compensation.

The City shall pay Consultant Four Thousand Dollars (\$4,000.00) per month as compensation for Consultant's compensation for Consultant's state and local government affairs consulting services in FY 2013-2014; effective FY 2014-2015, the monthly rate shall be increased to Four Thousand Five Hundred (\$4,500.00). Consultant shall provide the City Administrator with a written invoice monthly. The City agrees to pay invoice within 30 days of receipt.

6. Expenses.

The City agrees to reimburse Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City. Such expenses typically might include, but are not limited to, phone calls, faxes, copies, postage, parking, fuel, messengers, travel, and lodging expenses. Consultant shall provide the City with a receipt and a description of the expense. The City shall reimburse Consultant within Thirty (30) days of Consultant providing the receipt and description of services to the City Administrator.

7. 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.

8. Independent Contractor.

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

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

Consultant shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by Consultant or any subcontractor. Consultant maintains liability insurance in the amount of one million dollars.

12. Warranty and Liability.

Consultant warrants that the Services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing

services of a similar nature at the time the services were rendered. Consultant shall be liable for injury or loss caused by the negligence of, or breach of this warranty by Consultant, its employees, its subcontractors, if any, and/or its agents hereunder. This warranty survives the completion and/or termination of this Agreement.

13. Indemnification.

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

14. Confidentiality.

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

15. Ownership of Documents.

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the Services (collectively, "Products") shall become the sole property of the City and the City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of Consultant. In the event that this Agreement is terminated by the City, Consultant shall provide the City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer

programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of Consultant. Notwithstanding such ownership, Consultant shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

16. Covenant against Contingent Fees.

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

27. Conflict of Interest.

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

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 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.

19. Termination.

This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. The City shall compensate Consultant for all services rendered prior to the date of termination.

3. Waiver of Breach.

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

41. Assignment.

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

52. 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.

63. 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.

74. Notices.

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

For the City:

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

For Consultant:

California Consulting, LLC
1530 East Shaw Avenue, Suite 114
Fresno, CA 93710

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.

85. 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.

96. 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 City.

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.

CITY OF COMMERCE

DATED: November __, 2013

By: _____
Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, Interim City Clerk

CONSULTANT

DATED: November __, 2013

By: _____
Name: Steven N. Samuelian
Title: Manager

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney



AGENDA REPORT

DATE: November 5, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN ACCEPTANCE OF QUITCLAIM DEED FOR REAL ESTATE DONATED BY THE BNSF RAILWAY COMPANY

RECOMMENDATION:

Approve and adopt the Resolution approving an acceptance of quitclaim deed for real estate donated by the BNSF Railway Company and assign the number next in order.

MOTION:

Move to approve the recommendation.

ANALYSIS:

The City needed the property located at that portion of Lot 63 of Rancho Laguna in the City of Commerce, California, as shown on map recorded in Book 6387, Page 1 of Deeds in the Office of the Recorder of said County (the "Property"), for use as an access road to connect the City Hall North Annex Parking Lot to the City Hall West Parking Lot (Aquatorium). The BNSF Railway Company ("BNSF") agreed to donate the Property to the City of Commerce (the "City"). In exchange, the City was required to pay minimal closing, escrow and other incidental costs related to the conveyance of the Property.

On April 2, 2013, the City Council adopted Resolution No. 13-26, which approved the Real Estate Donation Agreement between the City and BNSF with all the legal provisions necessary to carry out the donation of the Property to the City. The BNSF has now provided the City with the Quitclaim Deed. The City is required to approve and sign the attached Acceptance of the Quitclaim Deed in order to complete the transaction. Once that is done, the City will record the Quitclaim Deed and Acceptance of Quitclaim Deed. At that time, the transaction will be complete and the subject property will then belong to the City.

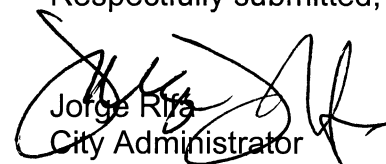
FISCAL IMPACT:

There will be no fiscal impact as a result of the approval and recordation of the Acceptance of Quitclaim Deed.

Reviewed by,


Vilko Domic
Finance Director

Respectfully submitted,


Jorge Riva
City Administrator

Reviewed by,


Alex Hamilton
Assistant Director of
Community Development

Approved as to form,


Eduardo Olivo
City Attorney

AGENDA ITEM No. 11

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN ACCEPTANCE OF QUITCLAIM DEED FOR REAL ESTATE DONATED BY THE BNSF RAILWAY COMPANY

WHEREAS, the City needed the property located at that portion of Lot 63 of Rancho Laguna in the City of Commerce, California, as shown on map recorded in Book 6387, Page 1 of Deeds in the Office of the Recorder of said County (the "Property"), for use as an access road to connect the City Hall North Annex Parking Lot to the City Hall West Parking Lot (Aquatorium); and

WHEREAS, the BNSF Railway Company ("BNSF") agreed to donate the Property to the City; and

WHEREAS, on April 2, 2013, the City Council adopted Resolution No. 13-26, which approved the Real Estate Donation Agreement between the City and BNSF with all the legal provisions necessary to carry out the donation of the Property to the City; and

WHEREAS, the BNSF has now provided the City with the Quitclaim Deed. The City is required to approve and sign the Acceptance of the Quitclaim Deed in order to complete the transaction.

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

Section 1. The Acceptance of the Quitclaim Deed for the property located at that portion of Lot 63 of Rancho Laguna in the City of Commerce, California, as shown on map recorded in Book 6387, Page 1 of Deeds of the Office of the Recorder of said County, is hereby approved. The Mayor is hereby authorized to execute the Acceptance of the Quitclaim Deed for and on behalf of the City of Commerce.

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

Joe Aguilar
Mayor

ATTEST:

Teresa Jackson
Interim City Clerk

WHEN RECORDED MAIL TO:

City of Commerce, California
2535 Commerce Way
Commerce, CA 90040
Attn: City Clerk

MAIL TAX STATEMENTS TO:

City of Commerce, California
2535 Commerce Way
Commerce, CA 90040
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTION 6103
DOCUMENTARY TRANSFER TAX \$ _____

...Computed on the consideration or value of Property conveyed, OR
...Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining Tax - Firm Name

QUITCLAIM DEED
(Donation)

The Grantor, **BNSF RAILWAY COMPANY**, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and successor by merger to The Atchison, Topeka and Santa Fe Railway Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Grantor hereinafter called "Donor", for and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, does hereby donate, remise, release and forever quitclaim to **CITY OF COMMERCE, CALIFORNIA**, a California municipality, of 2535 Commerce Way, Commerce, California 90040, Grantee hereinafter called "Donee", without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, all its right, title and interest, if any, in and to the following described real property, subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, in the State of California, County of Los Angeles, hereinafter called "Property", additional legal description being more particularly described on **EXHIBIT "A" and EXHIBIT "B"** attached hereto and by this reference made a part hereof.

Donor and Donee agree as follows:

NATURE OF DONATION

1. (a) Donee acknowledges that it has been allowed to inspect and investigate the Property, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT DONOR IS NOT MAKING AND DONEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM DONOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing

structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Donee represents and warrants to Donor that Donee has not relied and will not rely on, and Donor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Donor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Donor, to whomever made or given, directly or indirectly, orally or in writing.

(b) As between Donee and Donor Donee assumes the risk that Hazardous Substances may impact soil and groundwater at the Property. Donee assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to Condition of the Property or operations and activities conducted at the Property on or after the closing date (or relative to any time periods where the time of causation is uncertain), including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

(c) Release Donee hereby unconditionally waives, releases, covenants not to sue, and discharges forever Donor and Donor's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which Donee could presently or in the future assert or allege against Donor and Donor's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the condition of the Property.

(d) Definitions The term "**Losses**" means without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) expenditures necessary to cause the Donor's remaining property or the operations or business of the Donor on its remaining property to be in compliance with the requirements of any Environmental Law, and (c) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local

law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

The provisions set forth above in **Section 1(a) through (d)** shall be binding on Donee, and its heirs, successors and assigns, shall be covenants running with the land and an equitable servitude on the land.

RESERVATIONS

2. (a) Donee's interest shall be subject to any existing rights at the time of execution of that certain Real Estate Donation Agreement dated effective August 23, 2013, to the rights and interests of Donor, Donor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Donor, Donor's licensees, permittees or other third parties and whether or not of public record.

(b) Any improvements constructed or altered on the Property after the date Donor quitclaims its interest to Donee shall be constructed or altered in such a manner to not prevent or restrict adequate drainage of water away from any of Donor's railroad tracks on nearby property.

(c) This Property shall be used by Donee for City related uses.

(d) **BY ACCEPTING THIS DONATION, DONEE ACKNOWLEDGES THAT DONOR, AS SUCCESSOR IN INTEREST TO THE NORTHERN PACIFIC RAILWAY COMPANY, ACQUIRED A DETERMINABLE OWNERSHIP INTEREST IN THE PROPERTY FROM THE UNITED STATES OF AMERICA, PURSUANT TO SECTION 2 OF THE NORTHERN PACIFIC LAND GRANT ACT JULY 2, 1864, AND DONEE AGREES TO THE CONDITIONS AND LIMITATIONS IMPOSED BY THIS NORTHERN PACIFIC LAND GRANT ACT.**

The obligations in this **Section 2 (a) through (d)** shall be binding upon Donee and its heirs, successors and assigns, shall be covenants running with the land benefiting Donor and Donor's successors and assigns.

TO HAVE AND TO HOLD the Property unto the said Donee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 22nd day of April —, 2013.

August

BNSF RAILWAY COMPANY,
a Delaware corporation



By: *[Signature]*
Kurt Geringer
Its: General Director Real Estate

ATTEST:

By: *Tammy K Herndon*
Tammy K. Herndon
Its: Assistant Secretary

STATE OF TEXAS

§
§ ss.
§

COUNTY OF TARRANT

On August 22, 2013 before me, Rhonda Burton, a Notary Public in and for said County and State, personally appeared, Kurt Geringer and Tammy K. Herndon, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Rhonda Burton

(Notary Seal)



FORM APPROVED BY LAW

APPROVED DESCRIPTION	KKH <i>[Signature]</i>
APPROVED FORM	RLEE <i>[Signature]</i>
APPROVED	EEO <i>[Signature]</i>

**CITY OF COMMERCE, CALIFORNIA
CERTIFICATE OF ACCEPTANCE OF
QUITCLAIM DEED**

This Certificate of Acceptance pertains to the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated August 22, 2013,

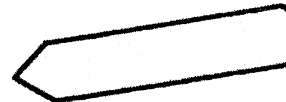
from: **BNSF RAILWAY COMPANY, a Delaware corporation ("Donor")**,

to: **CITY OF COMMERCE, CALIFORNIA, a California municipality ("Donee")**

Said Quitclaim Deed is hereby accepted by the undersigned officer on behalf of Donee pursuant to authority conferred by the Donee's governing board, and Donee hereby consents to recordation of said Quitclaim Deed.

Dated: _____

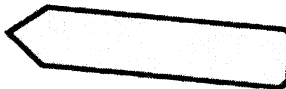
CITY OF COMMERCE, CALIFORNIA,
a California municipality



APPROVED AS TO FORM:

By: _____
Joe Aguilar
Mayor

By: _____
Eduardo Olivo
City Attorney



NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

§
§ ss.
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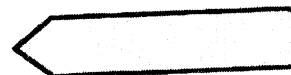
COUNTY OF LOS ANGELES

On _____, 2013 before me, _____, a Notary Public in and for said County and State, personally appeared **JOE AGUILAR**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



(Notary Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT 63 OF RANCHO LAGUNA IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6387, PAGE 1 OF DEEDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH AND DISTANT 440.0 FEET NORTHERLY AT RIGHT ANGLES FROM THE NORTH LINE OF JILLSON STREET, 60 FEET WIDE, AS SAID STREET IS DESCRIBED IN DEED RECORDED IN BOOK 7192, PAGE 287, OFFICIAL RECORDS OF SAID COUNTY, WITH THE WESTERLY LINE OF THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES, 20 FEET WIDE, AS DESCRIBED IN BOOK 7839, PAGE 237 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASEMENT FOR STORM DRAIN PURPOSES, 20.00 FEET WIDE, NORTH 07°33'10" EAST 93.30 FEET TO THE SOUTHEASTERLY CORNER OF THE CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED APRIL 12, 1984 FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO THE CITY OF COMMERCE RECORDED SEPTEMBER 20, 1985 AS INSTRUMENT NO. 85-1097589 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID DEED, DATED APRIL 12, 1984, NORTH 02°35'58" WEST 192.89 FEET TO THE SOUTHWESTERLY CORNER OF SAID DEED, DATED APRIL 12, 1984; ALSO BEING ON THE WESTERLY LINE OF PARCEL 7, IN DEED TO SAID RAILWAY COMPANY RECORDED AUGUST 6, 1948, IN BOOK 27926, PAGE 315 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE OF SAID PARCEL 7, SOUTH 07°33'10" WEST 122.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED JANUARY 20, 1965 FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO WARNER LAMBERT PHARMACEUTICAL COMPANY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL, DATED JANUARY 20, 1965, SOUTH 01°14'40" EAST 59.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 411.12 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 08°47'50", AN ARC DISTANCE OF 63.12 FEET; THENCE SOUTH 07°33'10" WEST 204.35 FEET TO A LINE PARALLEL AND DISTANT, MEASURED RADially, NORTHEASTERLY 54.00 FEET, FROM THE SOUTHWESTERLY BOUNDARY OF PARCEL 6 OF SAID RAILWAY COMPANY DEED, RECORDED AUGUST 6, 1948; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 79.88 FEET TO THE WESTERLY LINE OF SAID EASEMENT FOR STORM DRAIN PURPOSES, 20.00 FEET WIDE, ALSO BEING THE EASTERLY BOUNDARY OF SAID PARCEL 6; THENCE ALONG LAST SAID WESTERLY LINE OF SAID EASEMENT FOR STORM DRAIN PURPOSES, 20 FEET WIDE, NORTH 07°33'10" EAST 242.48 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY CC&R AND EASEMENTS OF RECORDS.

TANGENT TABLE		
NO.	BEARING	DISTANCE
L1	S07° 33' 10"W	212.50'
L2	N07° 33' 10"E	242.48'
L3	N07° 33' 10"E	93.30'
L4	N02° 35' 58"W	192.89'
L5	S07° 33' 10"W	122.00'
L6	S01° 14' 40"E	59.91'
L7	S07° 33' 10"W	204.35'
L8	S07° 33' 10"W	335.78'
L9	S67° 42' 15"E	35.16'
L10	S07° 33' 10"W	25.67'
L11	N01° 14' 50"W	79.09'

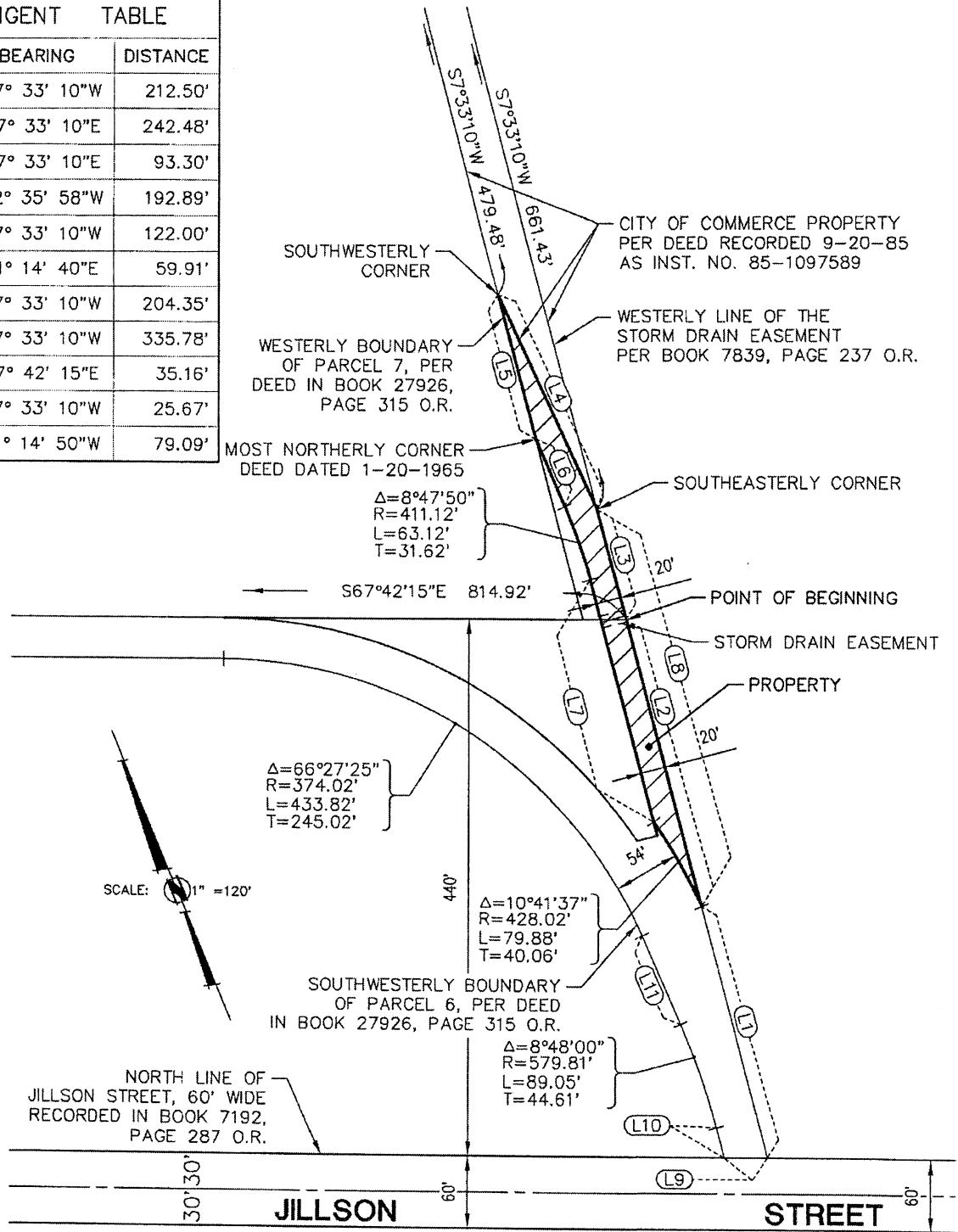


EXHIBIT 'B'



AGENDA REPORT

MEETING DATE: 11/05/2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA REQUESTING THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ISSUE A HEALTH ADVISORY TO THE SOUTHEAST LOS ANGELES COUNTY AIR QUALITY MANAGEMENT DISTRICT REGIONS AND ANY OTHER AREAS THAT MAY BE AFFECTED BY HARMFUL AIR EMISSIONS FROM EXIDE TECHNOLOGIES TO EDUCATE AND INFORM RESIDENTS, WORKERS AND BUSINESSES IN COMMERCE AND SURROUNDING COMMUNITIES ON IMMEDIATE STEPS THEY SHOULD TAKE TO PROTECT THEMSELVES AND THEIR FAMILIES GIVEN THE AQMD FINDINGS ON EXPOSURE TO LEAD AND ARSENIC AIR EMISSIONS

RECOMMENDATION:

At the request of Mayor Aguilar, the City Council will consider for approval and adoption a proposed Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The South Coast Air Quality Management District ("SCAQMD") is the agency responsible for regulating air quality issues for Los Angeles County. SCAQMD has measured high levels of arsenic being emitted from Exide Technologies ("Exide"), a secondary lead smelting plant which recovers lead from recycled automotive batteries, located at 2700 S. Indiana Street in the City of Vernon. SCAQMD's recent air emissions monitoring studies that are directly related to operations of the Exide Technologies recycling facility show the potential for an elevated risk for cancer and possible neurological disorders in children. The SCAQMD study projects a potential long term negative health impact affecting as many as 250,000 residents in the SCAQMD's Eastern and Western Regions.

A series of news reports published about the SCAQMD's health risk study on arsenic and lead emissions connected to the operations of Exide Technologies' facility have served to raise the level of fear, concern and alarm within the City of Commerce (the "City") and its surrounding communities.

On October 1, 2013, the City of Vernon City Council unanimously voted to approve a resolution strongly urging SCAQMD to issue a health advisory for residents of Southeast Los Angeles County due to the potential health risk from elevated levels of arsenic and harmful lead air emissions discovered in the agency's air monitoring surveys of Exide. The City of Vernon is also urging Southeast Los Angeles County cities, federal and state elected representatives to support their effort to insist that the AQMD inform neighborhood residents and workers in our communities of any imminent health risks they may face.

The City of Commerce has a vital interest in protecting the environment and safeguarding the health and safety of Commerce residents, workers at Commerce's businesses, and concern for the health and safety of residents in Commerce's surrounding communities. The City of Commerce will support the request that SCAQMD issue a health advisory for the City of Commerce and its businesses, residents and surrounding neighborhoods and communities that may be affected by the release of potentially toxic or harmful ambient air pollutants from the Exide facility, to inform those persons that are fearful, concerned and alarmed on the immediate steps they should take to protect themselves and their families given the SCAQMD's findings regarding their possible exposure to harmful lead and arsenic air emission.

The City of Commerce lacks the statutory authority to act independently in this matter of air quality control and regulation, and must rely upon SCAQMD to respond to the grave concerns of the worried public.

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item report before Council is not applicable to any specific strategic goal. However, it relates to Strategic Goal #2: *Protecting and enhancing the quality of life for city residents.*

Respectfully submitted:


Jorge Rifa
City Administrator

Prepared by:


Fernando Mendoza
Deputy City Administrator

Recommended by:


Alex Hamilton
Interim Community Development Director

Fiscal impact reviewed by:


Vilko Domic
Finance Director

Approved as to form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA REQUESTING THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ISSUE A HEALTH ADVISORY TO THE SOUTHEAST LOS ANGELES COUNTY AIR QUALITY MANAGEMENT DISTRICT REGIONS AND ANY OTHER AREAS THAT MAY BE AFFECTED BY HARMFUL AIR EMISSIONS FROM EXIDE TECHNOLOGIES TO EDUCATE AND INFORM RESIDENTS, WORKERS AND BUSINESSES IN COMMERCE AND SURROUNDING COMMUNITIES ON IMMEDIATE STEPS THEY SHOULD TAKE TO PROTECT THEMSELVES AND THEIR FAMILIES GIVEN THE AQMD FINDINGS ON EXPOSURE TO LEAD AND ARSENIC AIR EMISSIONS

WHEREAS, the South Coast Air Quality Management District (the "SCAQMD") is the agency responsible for regulating air quality issues for Los Angeles County; and

WHEREAS, the SCAQMD has measured high levels of arsenic being emitted from Exide Technologies ("Exide"), a secondary lead smelting plant which recovers lead from recycled automotive batteries, located at 2700 S. Indiana Street in the City of Vernon; and

WHEREAS, the SCAQMD's recent air emissions monitoring studies that are directly related to operations of the Exide Technologies recycling facility have shown the potential for an elevated risk for cancer and possible neurological disorders in children; and

WHEREAS, the SCAQMD study projects a potential long term negative health impact affecting as many as 250,000 residents in the SCAQMD's Eastern and Western Regions; and

WHEREAS, a series of news reports published about the SCAQMD's health risk study on arsenic and lead emissions connected to the operations of Exide Technologies' facility have served to raise the level of fear, concern and alarm within the City of Commerce (the "City") and its surrounding communities; and

WHEREAS, the City Council has a vital interest in protecting the environment and safeguarding the health and safety of Commerce residents, workers at Commerce's businesses, and concern for the health and safety of residents in Commerce's surrounding communities; and

WHEREAS, the City Council desires to request SCAQMD to issue a health advisory for the City and its businesses, residents and surrounding Southeast Los Angeles County neighborhoods and communities that may be affected by the release of potentially toxic or harmful ambient air pollutants from the Exide facility, to inform those persons that are fearful, concerned and alarmed on the immediate steps they should take to protect themselves and their families given the SCAQMD's findings regarding their possible exposure to harmful lead and arsenic air emission; and

WHEREAS, the City lacks the statutory authority to act independently in this matter of air quality control and regulation, and must rely upon SCAQMD to respond to the grave concerns of the worried public.

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

Section 1. The City Council hereby finds and determines that the above recitals are true and correct.

Section 2. The City Council hereby requests the South Coast Air Quality Management District issue a health advisory for the SCAQMD's Eastern and Western Regions, to include but not be limited to the City of Commerce and its businesses, relevant

employee organization and labor unions, and residents of surrounding Southeast Los Angeles County neighborhoods and communities that may be affected by the release of potentially toxic or harmful ambient air pollutants from the Exide facility to adequately educate and inform those persons that may potentially be affected by harmful air emissions, to include but not be limited to the immediate steps they should take to protect themselves and their families in light of the SCAQMD's air emissions study findings on lead and arsenic exposure released publically in April and September 2013.

Section 3. The City Clerk shall certify to the adoption of this Resolution and thereupon and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this 5th day of November, 2013.

Joe Aguilar, Mayor

ATTEST:

Teresa Jackson, Interim City Clerk