



Gustavo V. Camacho, Mayor
Brent A. Tercero, Mayor Pro Tempore
Bob J. Archuleta, Councilmember
David W. Armenta, Councilmember
Gregory Salcido, Councilmember

Tuesday, January 22, 2013
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6707
Next Ordinance No. 1074
Next Agreement No. 13-1370

COMMISSIONERS SCHEDULED TO BE PRESENT:

Esther Celiz, Planning Commission
Theresa Corella, Sister City Commission

INVOCATION:

(In accordance with the Court’s Decision in Rubin v. City of Burbank, only nonsectarian prayers/invocations are allowed during the invocation)

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION(S):

- Certificate of Appreciation – El Rancho Vista Healthcare Center
- Pico Rivera Dons Gremlins – League Champions
- Fire Department presentation on Winter Safety and CERT Program

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

PUBLIC HEARING:

1. **Public Hearing – An Ordinance of the City of Pico Rivera Amending Chapter 18 (Zoning) of the City of Pico Rivera Municipal Code Pertaining to the Regulations for Residential Driveway Expansion, Walkways and Porte-Cocheres.** (1300)
 - a. Open Public Hearing
 - b. Memo from City Manager
 - c. Written Communications
 - d. Oral Communications
 - e. Close Hearing
 - f. **Recommendation:**
 1. Open the public hearing and continue the item to a date uncertain.

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) provide a reference to staff or other resources for factual information; 4) request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

2. **Minutes:**

- City Council meeting of January 8, 2013

Recommendation: Approve

- Planning Commission meeting of November 19, 2012
- Planning Commission meeting of December 17, 2012

Recommendation: Receive and file

3. **11th Warrant Register of the 2012-2013 Fiscal Year.** (700)

Check Numbers: 255120-255257

Special Checks Numbers: None.

Recommendation: Approve

4. **Parks and Recreation Commission Appointments.** (300)

Recommendation:

1. Adopt resolution approving City Council appointments to the Parks & Recreation Commission.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: CARLOS CRUZ, WILLIAM PAUL GOMEZ, JOSEPH A. PALOMBI, JOHN R. GARCIA, AND RODNEY TORRES TO THE PARKS AND RECREATION COMMISSION FOR A ONE YEAR TERM SAID TO EXPIRE DECEMBER 2013

5. **Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ending June 30, 2012.** (700)

Recommendation:

1. Receive and file the Comprehensive Annual Financial Report for fiscal year ending June 30, 2012.

6. **Gateway Cities Council of Governments Truck Impacted Intersection Project Phase II – Cooperative Agreement for Design and Construction – Telegraph Road and Rosemead Boulevard/Lakewood Boulevard Intersection Improvements.** (500)

Recommendation:

1. Approve Gateway Cities Council of Governments Cooperative Agreement to transfer design and construction to the city for the Telegraph Road at Lakewood/Rosemead Boulevard Intersection Project (Intersection Project) and authorize the Mayor to execute it in a form approved by the City Attorney; and
2. Appropriate \$148,699 in Proposition C funds to the Telegraph Road Landscape Median Improvement Project, CIP No. 21232.

Agreement No. _____

7. **Agreement with County of Los Angeles for Procurement of Traffic Control System.** (500)

Recommendation:

1. Authorize the City Manager to execute an agreement with the County of Los Angeles for the procurement of a traffic control system in a form approved by the City Attorney.

Agreement No. _____

8. **Amendment No. 1 to Professional Services Agreement No. 12-1332 with LA Consulting – Computerized Maintenance System.** (500)

Recommendation:

1. Approve Amendment No. 1 to Professional Services Agreement No. 12-1332 with LA Consulting to assist in the procurement and process development necessary for the implementation of a computerized maintenance management system (CMMS) for a not-to-exceed amount of \$75,156 in accordance with the proposal dated December 14, 2012 and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. 12-1332-1

9. **Rivera Park Renovation Project, CIP No. 21219 – Notice of Completion.** (500)

Recommendation:

1. Accept as complete, effective January 17, 2013, work performed by Jeff Tracy, Inc. dba Land Forms Construction (LFC), on the Rivera Park Renovation Project and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
2. Authorize the City Manager to approve four (4) Change Orders for additional work in the amount of \$285,655.

CONSENT CALENDAR ITEMS PULLED:

LEGISLATION:

10. **Consideration of Withdrawal from Los Angeles County Consolidated Sewer Maintenance District and Commencement of the City's Direct Operation and Maintenance of the Sewer System.** (1200)

Recommendation:

1. Adopt a resolution requesting withdrawal of the City of Pico Rivera from the Consolidated Sewer Maintenance District of the County of Los Angeles

(CSMD) and authorize the Mayor, and/or the City Manager to sign all documents.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING WITHDRAWAL OF THE TERRITORY KNOWN AS THE CITY OF PICO RIVERA FROM THE CONSOLIDATED SEWER MAINTENANCE DISTRICT OF THE COUNTY OF LOS ANGELES

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

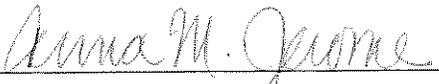
When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Assistant City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Park and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 17th day of January, 2013.

Dated this 17th, day of January 2013

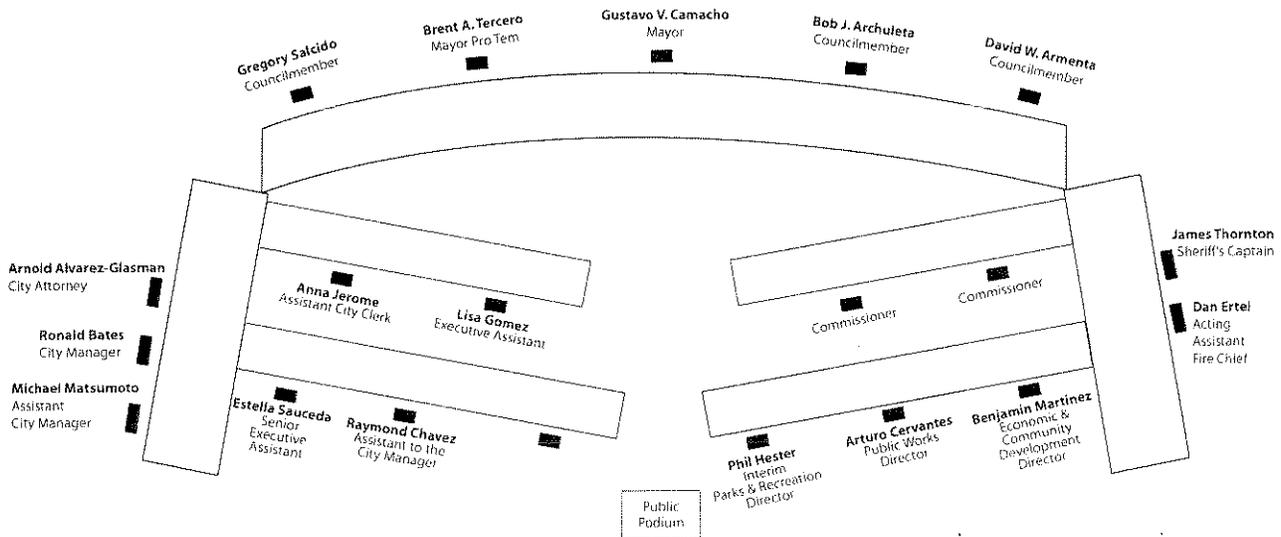


Anna M. Jerome, CMC
Assistant City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Redevelopment Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.
- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A green Public Comment Request – Agenda Items Only card is for those wishing to address the Council/Agency on agenda items only during the 1st Period of Public Comments.
- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2nd Period of Public Comments.
- Citizens may address the Council, Redevelopment Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).



To: Mayor and City Council

From: City Manager

Meeting Date: January 22, 2013

Subject: PUBLIC HEARING – AN ORDINANCE OF THE CITY OF PICO RIVERA AMENDING CHAPTER 18 (ZONING) OF THE CITY OF PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATIONS FOR RESIDENTIAL DRIVEWAY EXPANSION, WALKWAYS AND PORTE-COCHERES

Recommendations

Open public hearing and continue the item to a date uncertain.

Fiscal Impact:

No impact.

Discussion:

On February 21, 2012, the Planning Commission instructed staff to review the City's driveway expansion regulations to determine if current regulations are restrictive and should be relaxed to accommodate additional off-street parking. The Planning Commission also advised staff to also determine whether porte-cocheres, roofed structures constructed over a driveway and attached to a residence intended to protect occupants and their vehicles from the elements, should be permitted due to the large number of these non-legal structures currently existing in the City.

Staff provided the Planning Commission with a progress report at the December 17, 2012 meeting and recommended a number of changes which will provide residents with more options and flexibility on expanding their driveways and installing walkways. Staff also recommended allowing porte-cocheres subject to a number of regulations including limits on location, size, function and design. The Commission

PUBLIC HEARING – AN ORDINANCE OF THE CITY OF PICO RIVERA AMENDING
CHAPTER 18 (ZONING) OF THE CITY OF PICO RIVERA MUNICIPAL CODE

January 22, 2013

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agreed with the recommendations and instructed staff to return with formal amendments.

Staff was contacted on several occasions by concerned residents regarding the proposed amendments. To expedite the processing of this code amendment and to provide concerned residents with the opportunity to provide input, a special meeting was held by the Planning Commission on January 14, 2013. Staff was instructed to conduct further research to possibly provide more flexibility with regard to the porte-cochere structures.

This item is scheduled for Planning Commission action on February 4, 2013. If the code amendment is approved by the Commission on that date, it will be brought back to the City Council for a first reading.



Ronald Bates

City Manager 

RB:BM:ga



Tuesday, January 8, 2013

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Salcido, Tercero, Camacho

ABSENT: None

COMMISSIONERS PRESENT:

Ruben Garcia, Planning Commission

Theresa Corella, Sister City Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Tercero

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None.

1. **Minutes:**

- Approved City Council meeting of December 11, 2012

2. **Approved 10th Warrant Register of the 2012-2013 Fiscal Year.** (700)

Check Numbers: 254837-254990; 254993-255119

Special Checks Numbers: 254835-254836; 254991-254992

3. **Mayoral Appointments.** (300)

1. Confirmed the Mayor's appointments to various Boards, Agencies and Committees.

4. **Professional Services Agreement with EC & AM Associates, Inc. dba GK & Associates – Approval of Amendment No. 1 to Extend Staff Augmentation Services.** (500)

1. Approved Amendment No. 1 to the Professional Services Agreement with EC & AM Associates, Inc. dba GK & Associates, in a monthly amount not-to-exceed \$10,000 necessary to provide staff augmentation services and authorized the Mayor to execute Amendment No. 1 in a form approved by the City Attorney.
2. Authorized the City Manager to reallocate \$40,000 in General Funds and \$15,000 in Water Authority Funds; from the salary budget to the contracted services budget in the Fiscal Year 2012/13 Operating Budget, as detailed below.

Agreement No. 12-1356-1

5. **Residential Resurfacing Program (RRP) – Phase D – CIP No. 21238 – Notice of Completion.** (500)
 1. Accepted as complete, effective December 11, 2012, work performed by Manhole Adjusting, Inc. on the Residential Resurfacing Program, Phase D, CIP No. 21238 and directed the City Clerk to file Notice of Completion with the Los Angeles County Recorder.
6. **Approval of the City of Pico Rivera and the Los Angeles County Flood Control District Catch Basin Maintenance Agreement.** (500)

This item was pulled from the Consent Calendar for further discussion.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar Items 1 through 5. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

CONSENT CALENDAR ITEMS PULLED:

6. **Approval of the City of Pico Rivera and the Los Angeles County Flood Control District Catch Basin Maintenance Agreement.** (500)

Councilmember Armenta stated that he would like staff to speak with Nationwide Environmental regarding the work to be done on this project.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve the Annual Catch Basin Maintenance Agreement between the city of Pico Rivera and the Los Angeles County Flood Control District (LACFCD) authorizing the city to maintain the LACFCD-owned catch basins draining to the Los Angeles River, and authorized the Mayor to execute the Agreement (Option 2) in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 13-1367

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

LEGISLATION:

7. The Los Angeles County Flood Control Districts Water Quality Funding Initiative. (1100)

City Manager Bates stated that this is a challenging issue for all cities and that there is litigation and action going on where cities and counties are sued for polluting when in most cases the cities are not the responsible parties. What this proposal does, he stated, is provides a mechanism to fund implementation of the storm water control measures. He stated that it is controversial in that it costs a lot of money to clean up the flow of water to federal standards and that it will cost residents to clean up the water going into the ocean.

Councilmember Archuleta and Armenta recommended taking no action.

Motion by Councilmember Armenta, seconded by Councilmember Salcido to not take any action. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

City Attorney Alvarez-Glasman announced that pursuant to AB 23 Council members sitting as Housing Assistance Agency Commissioners would receive an additional \$30 stipend.

Recessed to Housing Assistance Agency at 6:10 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 6:11 p.m.

ALL MEMBERS WERE PRESENT

Recessed to Water Authority at 6:11 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 6:35 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS:

Councilmember Salcido expressed his concern with panhandlers at the Town Center and requested that staff, residents and Sheriff look into abating the nuisance. Mr. Salcido requested a status update at the next Council meeting on the property at the corner of Washington and Rosemead Boulevards (Wienerschnitzel) and expressed his concern with the number of DUI checkpoints in the city within a short period of time.

Capt. Thornton stated that the DUI check points are state funded grants and that the Sheriff will work with City Council on a plan to abate panhandlers.

Mayor Pro Tem Tercero addressed his concern with contract instructors for Parks & Recreation not receiving payment. Parks & Recreation Interim Director Hester stated that he would look into the delay.

OLD BUSINESS: None.

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

Yvette Shahimian, Representative for Congresswoman Linda Sanchez:

- Addressed the City Council to introduce herself as the contact person for Congresswoman Sanchez.

Recessed to Closed Session at 7:10 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:59 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION:

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section § 54957

Title: City Manager

City Attorney Alvarez-Glasman stated that this item is to be brought back at the City Council meeting of February 26, that there was no action taken and nothing further to report.

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section § 54956.9(a)

City of Alhambra et al. v. County of Los Angeles et al. Property Tax Administration Fee

City Attorney Alvarez-Glasman stated that the City Council did not accept the offer by the County and that this matter would be continued. There was no action taken and nothing further to report.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 8:00 p.m. in honor of Pershing Frank Patino. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated January 8, 2013 and approved by the City Council on January 22, 2013.

Anna M. Jerome, Deputy City Clerk



Monday, November 19, 2012

A regular meeting of the Planning Commission was called to order by Chairperson Zermeno at 6:00 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

STAFF PRESENT:

Ben Martinez, Director
Julia Gonzalez, Deputy Director
Guille Aguilar, Senior Planner

ROLL CALL:

PRESENT: Commissioners Celiz, Garcia, Martinez, Zermeno

ABSENT: Commissioner Elisaldez

FLAG SALUTE: Led by Commissioner Celiz

APPROVAL OF MINUTES:

November 5, 2012

It was noted by Commissioner Garcia that Commissioner Elisaldez was absent due to conflicts with his work schedule. It was moved by Commissioner Martinez to approve the minutes of November 5, 2012, seconded by Commissioner Garcia. Motion carried by the following roll call vote:

AYES: Celiz, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: Commissioner Elisaldez

PUBLIC HEARING:

(a) ZONING CODE AMENDMENT NO. 165 – TO AMEND CHAPTERS 18.04 (DEFINITIONS), 18.42 (PROPERTY DEVELOPMENT REGULATIONS), 18.44 (OFF-STREET PARKING AND LOADING) AND 18.54 (NON-CONFORMING USES) OF THE CITY OF PICO RIVERA ZONING ORDINANCE AS THEY PERTAIN TO THE REGULATION OF CARPORTS, PORTE COCHERES AND DRIVEWAY EXPANSIONS.

Director Martinez requested that the Public Hearing be opened and continued to the Planning Commission meeting of December 17, 2012.

There being no further discussion, Commissioner Martinez moved to close the public hearing and was seconded by Commissioner Garcia. Motion carried by the following roll call:

AYES: Commissioners Celiz, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: Commissioner Elisaldez

CONTINUED BUSINESS:

a) Newspaper Racks Research

Deputy Director Gonzalez stated that the Public Works Department issues encroachment permits for news racks. A permit is issued for each rack at \$45 per permit. Inspections are made on a complaint basis and enforcement is limited due to staff constraints.

Commissioner Martinez stated that news racks are unappealing and that there are several adult explicit news racks along Whittier Boulevard. He asked if staff could provide the number of News Racks with and without permits.

Deputy Director Gonzalez answered that the Public Works Department is currently working on an inventory but this was not a high priority due to the multi-number of projects they are working on.

Director Martinez asked how and if business licenses are issued to news racks.

Deputy Director Gonzalez answered that the Business License Division does issue business licenses but only to the news racks that charge a fee to obtain the publication.

Commissioner Garcia asked if Code Enforcement could be asked to go out to conduct an inventory of the news racks on the weekend.

Deputy Director Gonzalez stated that due to funding constraints Code Enforcement no longer goes out on the weekend. However, Code Enforcement does go out on a case-to-case basis when there is a persistent weekend issue. She stated that staff would request

for additional funding to conduct an inventory of the news racks. She also stated that the funding concerns were not with taking inventory but rather the costs associated with the enforcement of the regulations via legal cost, staff and confiscation.

Commissioner Martinez stated that some cities have implemented design standards for news racks such as requiring a uniform style and prohibiting the chaining of news racks to each other.

Chairperson Zermeno commented that some news racks within the City have been abandoned and are no longer being used.

b) Night Club Liquor License

Deputy Director Gonzalez stated that this item resulted from the 7-Eleven applicant, Sherrie Olson who requested that staff look into the liquor license for both El Pedregal and Iguanas night clubs. Deputy Director stated that the Department of Alcohol Control Beverage confirmed that the night clubs are in compliance and that the Type 47, On Sale General Eating Place License is adequate for the establishment as long as food sales exceed alcohol sales.

Commissioner Garcia requested that staff contact the 7-Eleven applicant, Sherrie Olson, to advise of the Department of Alcohol Control Beverage findings.

c) Falcone's Restaurant Event Regulations

Deputy Director Gonzalez advised that Falcone's has not applied for a Temporary Use Permit since 2009. She also stated that if they applied for a Temporary Use Permit, the application would be run by the Sheriff's Department for the approval.

Commissioner Celiz stated that the concern is with the weekend fundraising events that they are having without permits.

Director Martinez stated that staff would look into these events.

Chairperson Zermeno asked about the fees for the temporary use permits and any waivers for fundraising.

Deputy Director Gonzalez stated that the fee was \$110 with a \$300 deposit.

Commissioner Garcia asked if fundraiser events or certain organizations could be exempted from the fees.

Senior Planner Aguilar responded that permit fees are waived for non-profit organizations with proof of their non-profit status. The \$300 deposit is not waived, but it is refunded approximately two weeks after the event has concluded, once staff verifies that the property has been cleared of the temporary use permit.

Commissioner Martinez asked if the carwash fundraisers would be subject to certain storm water regulations.

Deputy Director Gonzalez responded that this issue will be addressed in the next agenda item. She then proceeded to Item 4d of the agenda.

d) Carwash Regulations

Deputy Director Gonzalez reported that staff issues Temporary Use Permits for weekend fundraising events. She also stated that the LA County Public Works Department exempts these types of temporary weekend events from storm water regulations.

Commissioner Garcia asked if there can be regulations by the City to adhere to storm water regulations, such as the use of biodegradable soaps, etc.

Staff advised that during its research it found tips on how to adhere to simple storm water regulations and staff would incorporate the tips into the Temporary Use Permit conditions of approval.

e) Serapis Closure

Deputy Director Gonzalez provided general information on the Serapis and Bermudez street closure.

Commissioner Garcia asked about the traffic impacts in the area due to the traffic closure.

Deputy Director Gonzalez explained that there was an Environmental Assessment which stated that most traffic affected by the closure of Bermudez Street would flow onto Slauson and Rosemead Boulevard. She also stated that since the surrounding area is mainly industrial and commercial the traffic onto those boulevards would not be significant.

NEW BUSINESS:

a) Day Laborer Ordinance

Chairperson Zermeno motioned staff to look into an ordinance to regulate the day laborers at the Home Depot. He stated that day laborers pose a potential crime threat to the public. He indicated that in Highland Park and Laguna Beach ordinances have been adopted to have the day laborers and those soliciting work from the day laborers check in at a kiosk. He stated this would maintain order and keep the area clean. He also asked why the Lowes store does not have day laborers.

Director Martinez stated that staff would look into the ordinances.

Commissioner Celiz stated that research was good but they wanted to see results or implementation from the research. She also stated that there are many vagrants and pan handlers at the Walmart store in the evening hours. She said Walmart did not have sufficient lighting and it did not feel safe. She has called the Sheriff's in the past to address the aggressive pan handlers that knock on her car window.

Director Martinez mentioned that there may be vagrants that are from the Pico Rivera Gardens Assisted Living facilities that also roam around the area.

Senior Planner Aguilar stated that she conducted research in the past and that the assisted living facility did not regulate when patients could come in and out of the facility. Pico Rivera Gardens is an independent living facility for mentally disabled adults and patients may leave the facility unsupervised.

b) Horse Trails

Commissioner Garcia motioned for staff to look into horse riding on Whittier Boulevard. He wanted to know whether horse riding is allowed on City streets.

Director Martinez stated staff would look into this and bring findings to the next Planning Commission meeting.

PLANNING COMMISSION REPORTS:

- a) CITY COUNCIL MEETING OF November 13, 2012 – Commissioner Garcia stated that the City Council approved the sign code amendment adopting the contemporary signage.

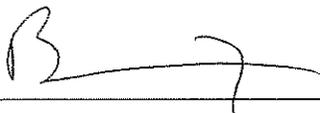
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, December 11, 2012 - Commissioner Martinez confirmed his attendance.

There being no further business the Planning Commission meeting was adjourned at 6:45 p.m.



Tommy Elsaldez, Chairperson

ATTEST:



Benjamin A. Martinez, Secretary
Planning Commission
Director of Community and Economic Development



Monday, December 17, 2012

A regular meeting of the Planning Commission was called to order by Chairperson Zermeno at 6:00 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

STAFF PRESENT:

Benjamin A. Martinez, Director
Guille Aguilar, Senior Planner

ROLL CALL:

PRESENT: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

ABSENT: None

FLAG SALUTE: Led by Benjamin A. Martinez, Director

COMMISSION REORGANIZATION:

Before turning over the meeting to the Community and Economic Development Director, a moment of silence was requested for the victims of the Connecticut shooting tragedy.

The meeting was then turned over to the Director who opened nominations for Chairperson. Commissioner Celiz nominated Commissioner Elisaldez and motion was seconded by Commissioner Garcia. There being no further nominations, motion was carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

Director Martinez opened nominations for Vice-Chairperson. Commissioner Elisaldez nominated Commissioner Garcia, with the motion seconded by Commissioner Martinez. There being no further nominations, motion was carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

Commissioner Garcia thanked former Chairperson Zermeno for doing a great job this previous year.

APPROVAL OF MINUTES:

November 19, 2012

It was moved by Commissioner Zermeno, seconded by Commissioner Martinez to approve the minutes of November 19, 2012 . Motion carried by the following roll call vote:

AYES: Celiz, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: Commissioner Elisaldez

ABSENT: None

PUBLIC HEARING:

PROGRESS REPORT ON ZONING CODE AMENDMENT NO. 165 –TO AMEND CITY REGULATIONS PERTAINING TO RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND CARPORTS.

Senior Planner Guille Aguilar presented the Progress Report on Zoning Code Amendment No. 165.

With regard to driveway expansions, Senior Planner Aguilar explained that based on a survey of ten surrounding cities, staff is recommending a number of changes which will provide residents with more options and flexibility of expanding their driveways. Single-family homes with an attached 1-car garage or carport would be allowed to expand a small portion of their driveway, up to four feet in width, within the frontage of the residence up to a maximum driveway width of 18' in order to comfortably park two vehicles side-by-side on the driveway. Senior Planner Aguilar also explained that staff is recommending to provide residents with the option of choosing the type of decorative wall or fence to install along the property line when they expand the driveway up to the property line. Staff is also considering a reduction to the height of such wall from 3'-6" to 3'-0" and to allow all single-family properties to install a walkway adjacent to the driveway provided that the walkway is made of decorative paving materials, such as scored or colored concrete, brick, aggregate concrete, etc. so as

to differentiate the walkway area from the driveway.

With regard to porte-cocheres, which are currently not permitted, Senior Planner Aguilar explained that staff is recommending to allow porte-coches subject to a number of regulations. Porte-cocheres would be allowed on a driveway which leads to a garage or carport but the structure must be attached to the side of a residence or to the front of a residence if placed over a permitted circular driveway. Porte-cocheres would also be required to meet setbacks as well as design standards; they also must match the roof style, color, finish, materials and plate height of the residence and cannot exceed the height of dwelling. Senior Planner Aguilar explained that porte-cocheres would only be allowed for the shelter of operable vehicles and shall not be used for the storage or shelter of any other articles, furniture or other property. Also, porte-cocheres will not count towards parking.

Commissioner Elisaldez asked how Code Enforcement would be enforcing the un-permitted carports. Senior Planner Aguilar stated that Code Enforcement is reactive and we will continue to pursue un-permitted carports on a complaint basis.

Commissioner Celiz asked if we would require homeowners to remove the un-permitted carports even with the tough economy. Senior Planner Aguilar stated we would have the homeowner either bring the carport up to code or demolish. In cases where the homeowner does not have the funds to demolish, staff gives them extensions on the timeframes to complete the work as long as they are showing intent to comply with City regulations.

Commissioner Zermeno asked if these new regulations would apply to two car garages. Senior Planner Aguilar replied that yes, it also applies to two car garages.

Commissioner Martinez mentioned that these carports would be a financial burden on families. He also asked how staff could handle a garage conversion turned into a carport with a garage in the rear with a zero setback. Senior Planner Aguilar replied they would need to meet with the setback requirements. Commissioner Martinez also asked about corner units with two driveways on each street. Senior Planner Aguilar stated that the second driveways would need to be removed. Commissioner Martinez asked how staff would handle properties that received permits years ago. Senior Planner Aguilar stated those properties are grandfathered in. All existing un-permitted carports will need to meet the new requirements.

At this point, Chairperson Elisaldez opened up the public hearing. Gilles Mongeau, a Pico Rivera resident who resides at 9725 Whiteland Street since 1964 spoke. Mr. Mongeau spoke regarding an issue he has with a complaint submit due to his un-

permitted carport. Mr. Mongeau stated that when he bought the property, it contained a wooden carport. Once the carport was infested with termites, he tore it down and built an aluminum carport. He did not know that a building permit is required to repair or reconstruct a carport. He is hoping that his carport will be allowed under the new regulations.

On Senior staff's recommendation, the conclusion is to close the public hearing and return at 30-45 days.

There being no further discussion, Chairperson Elisaldez moved to close the public hearing. The motion was seconded by Commissioner Zermeno. Motion carried by the following roll call:

AYES: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

CONTINUED BUSINESS:

a) Equestrian Trail

Senior Planner Aguilar mentioned that at the last Planning Commission meeting, the question arose as to what areas are designated as the Equestrian Trail. A map was given to members of the Planning Commission showing the areas between Durfee and Friendship Avenue and along the back of Whittier Narrows. Horse riding is not allowed in any other areas of the City.

Commissioner Martinez requested to inform Captain Thornton of these areas so the Sheriff's are aware of this.

OLD BUSINESS: None.

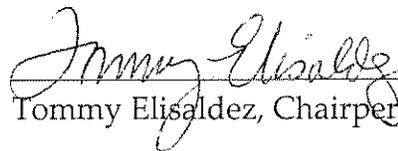
PLANNING COMMISSION REPORTS:

- a) CITY COUNCIL MEETING OF December 11, 2012 – Commissioner Martinez wished to congratulate Director of Public Works, Art Cervantes, Community and Economic Development Director Benjamin Martinez and the City Consultant Harris and Associates who consulted on the Parsons Underpass Project on getting this project completed after twenty years of this being in talks.

- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, January 8, 2013 – Commissioner Garcia confirmed his attendance.

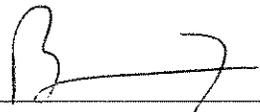
Chairperson Elisaldez thanked everyone in attendance of the meeting for serving with him at his sixtieth birthday.

There being no further business the Planning Commission meeting was adjourned at 6:45 p.m.



Tommy Elisaldez, Chairperson

ATTEST:



Benjamin A. Martinez, Secretary
Planning Commission
Director of Community and Economic Development

11th WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR

MEETING DATE: 01/22/13

TOTAL REGISTER AMOUNT: \$608,862.88

CHECK NUMBERS: 255120-255257

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$608,862.88

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$608,862.88

PAYROLL REGISTER P/P 12/28/12 - 01/11/13

Pay Date: 01/17/13

VOID ACH CKS _____

VOID CKS

Scrap:
379941, 380001

SPECIAL CKS _____

CKS
379942 - 380000 45,571.54

45,571.54

ACH
380002 - 380191 226,960.00

226,960.00

TOTAL 272,531.54



To: Mayor and City Council

From: City Manager

Meeting Date: January 22, 2013

Subject: PARKS AND RECREATION COMMISSION
APPOINTMENTS

Recommendation:

Adopt resolution approving City Council appointments to the Parks & Recreation Commission.

Fiscal Impact: None.

Discussion:

Terms for the current commissioners of the Parks & Recreation Commission expired in December 2012. To continue the work of this Commission and to facilitate future meetings, the City Council is being asked to consider the attached appointments.

The members of the Parks & Recreation Commission are appointed to one-year terms in accordance with the provisions of the Pico Rivera Municipal Code. The City Council has the option of reappointing the existing members or appointing other individuals to serve. Copies of submitted applications have been distributed under separate cover, and a list of the names of all applicants is attached.



Ronald Bates

RB:aj

Enc: 1) Resolution
2) List of applicants

RESOLUTION NO. _____

Page 2

SECTION 2. This resolution shall take effect immediately upon passage and adoption.

SECTION 3. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

ADOPTED AND APPROVED this _____ day of January, 2013.

Gustavo V. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

Parks & Recreation Commission Applicants:

Incumbents

Carlos Cruz
Joseph Anthony Palombi
Rodney Michael Torres
William Paul Gomez
John R. Garcia

New

Alfonso Villaneda
Jose De Jesus Pedroza
Rosa M. Jauregui
Victor Daniel Gonzalez



To: Mayor and City Council
From: City Manager
Meeting Date: January 22, 2013
Subject: COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)
FOR FISCAL YEAR ENDING JUNE 30, 2012

Recommendations:

Receive and file the Comprehensive Annual Financial Report for fiscal year ending June 30, 2012.

Fiscal Impact:

There is no fiscal impact from this item.

Discussion:

The annual CAFR provides a financial summary of the financial statements of the City of Pico Rivera and all component units, including the Housing Authority, Water Authority, the Redevelopment Agency, and the Successor Agency. Major sections of the CAFR are the Introductory Section, the Financial Section, and the Statistical Section. The Introductory Sections includes the City Manager's transmittal letter that reviews the activities of the past year, addresses policy and issues as they relate to the City's future. The Financial Section presents a management discussion and analysis of the activities of the past year and financial schedules at the entity-wide and fund level. The Statistical Section presents information that assists the reader with understanding the City's economic environment and financial trends.

During 2011-12, the Redevelopment Agency was dissolved, and the activities prior to February 1, 2012 are reported as the Redevelopment Agency. Effective February 1, 2012, the assets were transferred to the Successor Agency, so there are very large transfers recorded. The large extraordinary gains resulted because the Redevelopment Agency debt far exceeded the assets of the Redevelopment Agency.

The independent firm of White Nelson Diehl Evans, Certified Public Accountants, issued an unqualified opinion on the financial statements, signifying that the financial statements present fairly, in all material respects the financial position of the City as of June 30, 2012.

rⁿ 

Ronald Bates

MM

Attachment – Comprehensive Annual Financial Report for June 30, 2012.



To: Mayor and City Council

From: City Manager

Meeting Date: January 22, 2013

Subject: GATEWAY CITIES COUNCIL OF GOVERNMENTS TRUCK IMPACTED INTERSECTION PROJECT PHASE II - COOPERATIVE AGREEMENT FOR DESIGN AND CONSTRUCTION - TELEGRAPH ROAD AND ROSEMEAD BOULEVARD/LAKWOOD BOULEVARD INTERSECTION IMPROVEMENTS

Recommendation:

- 1) Approve Gateway Cities Council of Governments Cooperative Agreement to transfer design and construction to the City for the Telegraph Road at Lakewood Boulevard/Rosemead Boulevard Intersection Project (Intersection Project) and authorize the Mayor to execute it in a form approved by the City Attorney; and
- 2) Appropriate \$148,699 in Proposition C funds to the Telegraph Road Landscape Median Improvement Project, CIP No. 21232.

Fiscal Impact: \$552,311 (Gateway Cities Council of Governments Funds)
\$148,699 (Proposition C, State Local Return Funds)
\$148,699 (City of Downey Funds)
\$849,709 Total
CIP Account No. 210-7300-44500-00021232

Discussion:

Major intersections throughout the 26 Cities of the Gateway Cities area, inclusive of the intersection of Telegraph Road and Rosemead/Lakewood Boulevard, are experiencing significant truck-related impacts causing bottlenecks. The presence of a large proportion of heavy-duty trucks results in an average vehicle delay of 10 seconds per vehicle at intersections. According to a Gateway Cities traffic study, truck traffic is expected to increase in the short- and long-term.

The Truck Impacted Intersections Phase II Project (TIIPP Program), a regional project developed to mitigate truck traffic impacts, provides funding to enhance intersections on major corridors.

GATEWAY CITIES COUNCIL OF GOVERNMENTS TRUCK IMPACTED INTERSECTION
PROJECT PHASE II – COOPERATIVE AGREEMENT FOR DESIGN AND CONSTRUCTION
- TELEGRAPH ROAD AND ROSEMEAD BOULEVARD/LAKEWOOD BOULEVARD
INTERSECTION IMPROVEMENTS

Page 2 of 2

City of Downey and Pico Rivera staff successfully secured \$849,709 in grant funds from the TIIPP Program through the Gateway Cities Council of Governments (Gateway Cities COG). The grant will fund the Intersection Project. Since the funds are remnant from the TIIPP Program, they must be fully expended by June 30, 2013, thus time is of the essence.

By approving the Cooperative Agreement, \$849,709 in funds will be allocated by the Gateway Cities COG to the Intersection Project and responsibility for design and construction will be transferred to the City of Pico Rivera.

There is consensus from the cities of Pico Rivera and Downey technical staff that the funding deadline can be made if the Intersection Project is incorporated in the Telegraph Road Landscape Median Improvements Project, CIP 21232 (Roadway Project). The Roadway Project is already under contract; the Intersection Project is within the limits of the Roadway Project; and construction on the Roadway Project is starting in early February 2013. Therefore work could be scheduled to meet the funding deadline.

The Intersection Project primarily includes reconstructing the intersection with concrete, decorative concrete crosswalks, and minor traffic signal improvements. Half of the project improvements are located in the City of Downey since only the north half of the intersection is located in the City of Pico Rivera.

The most recent engineering estimate for the Intersection Project is \$849,709. The COG has agreed to fund sixty-five percent (\$552,311) of the total project cost. The City is responsible for providing a thirty-five percent (\$297,398) local match which can be funded by Proposition C funds.

Like the Roadway Project, the Intersection Project is also a partnership with the City of Downey (by separate agreement). Downey will fund its share, fifty percent (\$148,699), of the local match.



Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Attachment "A" - COG Agreement
- 2) Vicinity Map

**COOPERATIVE AGREEMENT FOR DESIGN & CONSTRUCTION
TRUCK IMPACTED INTERSECTION PROJECT PHASE II**

THIS AGREEMENT entered into on _____, 2013 is between the Gateway Cities Council of Governments, a California joint powers authority [JPA] referred to herein as "**COG**", located at 16401 Paramount Boulevard, Paramount, California 90727, and the City of Pico Rivera referred to herein as "**CITY**" located at 6615 Passons Boulevard, Pico Rivera, CA 90660 for construction of Phase II of the Truck Impacted Intersection Project.

RECITALS

WHEREAS, intersections throughout the 26 Cities of the Gateway Cities area, a sub region of the Southern California Association of Governments planning area, experience significant truck-related impacts causing bottlenecks in the Gateway Cities area; the presence of a large proportion of heavy-duty trucks results in an average vehicle delay of 10 seconds per vehicle at intersections; movement of goods to and from the Ports of Long Beach and Los Angeles via rail and truck service is projected to increase in the short- and long-term future, and truck activity within the Gateway Cities sub region is expected to increase on area freeways and surface streets; by aiding the flow of truck traffic on the major arterials in the sub region, this project will contribute to the reduction of toxic diesel emissions identified in the Multiple Air Toxic Exposure study conducted by the South Coast Air Quality Management District; and

WHEREAS, Meyer Mohaddes Associates, Inc., prepared the Gateway Cities Truck Impacted Intersection Study Phase I & II, dated February 2000, evaluating truck impacts on intersections throughout the 26 Cities of the Gateway Cities area, and recommended appropriate mitigation measures; these measures included street right of way; signage and striping; and signal system improvements; and

WHEREAS, the **COG** and **CITY** have identified the intersection of Telegraph Road @ Lakewood Boulevard/Rosemead Boulevard in the City of Pico Rivera for Phase II of the truck impacted intersection project; this intersection experiences high truck volumes and heavy truck turning movements and serves as a truck route and a cost estimate for the design, construction, construction engineering and inspection of the intersection has been identified; and

WHEREAS, the **COG** has secured the funding from the Los Angeles County Metropolitan Transportation Authority [MTA] for design, construction, construction engineering and inspection of the Phase II intersections; and

WHEREAS, the **COG** and **CITY** do mutually agree to transfer the design, construction, construction engineering and inspection responsibility to the **CITY** for the Telegraph Road @ Lakewood Boulevard/Rosemead Boulevard intersection; terms and conditions under which the project will be constructed follows:

I. The PROJECT:

- a. Within the City of Pico Rivera, the **PROJECT** consists of the following approved scope of work at the intersection of Telegraph Road @ Lakewood Boulevard/Rosemead Boulevard:
 - Reconstruction of the intersection approaches within 200 ft with concrete.
 - Reconstruction of the crosswalks in concrete.
 - Relocation of the traffic signal signal conduits under the pavement.
 - Upgrade Signing, Striping and pavement markings throughout intersection area.
- b. The final cost estimate for the **PROJECT** is \$849,709.00 identified by the **CITY** of Pico Rivera. The **CITY** has 65%, or \$552,311.00 available from the **COG** for design, construction, construction engineering and inspection.
- c. The local match for the **PROJECT** is 35%, or \$297,398.00. The **CITY** shall contribute matching funds to the **PROJECT** in the amount of \$297,398.00.

II. The COG shall:

- a. Serve as the overall project manager and will require all plan changes, modifications be approved by written permission of the **COG**.
- b. Approve **CITY'S** contractor selection.
- c. Approve the **CITY'S** construction engineering and inspection services.
- d. Approve contractor payments and submit contractor invoices to appropriate agencies for reimbursement under local, state and federal funding guidelines and reimburse the **CITY** for project invoices.

III. The CITY will:

- a. Bid Plans, Specifications & Estimate and Construction for the project.
- c. Award the contract.

- d. Provide or secure construction engineering and inspection services.
- e. Hold weekly Project Meetings with the **COG** and Contractor as required.
- f. Invoice the COG, and submit the contractor invoices to the **COG** for payment.
- g. Provide as-built plans to the **COG** upon project completion.

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Any deviations from the approved scope of work requested by the **CITY** will be designed by the **CITY** and paid for by the **CITY**.
- b. Upon **CITY'S** final acceptance of **PROJECT**, local match requirement will be increased or decreased to match actual total cost of **PROJECT**: The **CITY** of Pico Rivera's match is 35% of the total cost of **PROJECT**.
- c. This **AGREEMENT** may be terminated and the provisions herein may be altered, changed or amended by mutual consent of the parties hereto.
- d. This **AGREEMENT** shall terminate upon whichever is earlier in time: 1) completion and acceptance of **PROJECT** by the **CITY**; or 2) on December 31, 2013.
- e. To the fullest extent permitted by law, **COG** and **CITY** agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of the **AGREEMENT**, and attributable to the fault of the other. Following a determination of the percentage of fault and/or liability by the agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this **AGREEMENT** for the percentage of liability determined as set forth in this section. This subsection e survives the termination of this **AGREEMENT**.
- f. The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this **AGREEMENT** without the express written consent of the other Party, which may be withheld for any reason or no reason.

- g. Any notice desired or required to be given pursuant to this **AGREEMENT** or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service. Notice to Pico Rivera shall be addressed to: City of Pico Rivera, 6615 Passons Boulevard, Pico Rivera, CA 90660, Attn: Director of Public Works. Notice to COG shall be addressed to Mr. Jack Joseph at 16401 Paramount Boulevard, Paramount, CA 90723.
- h. The respective duties and obligations of the Parties, pursuant to this **AGREEMENT**, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.
- i. Either Party's failure to insist upon strict performance of any of the terms or conditions of this **AGREEMENT** shall not be deemed a waiver of any right or remedy that the Parties may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.
- j. If any provision of this **AGREEMENT** is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- k. In performing the duties and obligations pursuant to this **AGREEMENT**, each Party is responsible for its compliance with all local, State and Federal laws and regulations.
- l. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
- m. The headings, order, and grouping of provisions of this **AGREEMENT** are for the purpose of convenience and shall not be used to construe meaning or intent.
- n. This **AGREEMENT** is jointly prepared by the Parties. Therefore, this **AGREEMENT** shall not be construed against any Party on the basis such Party drafted this **AGREEMENT** or any provision within it.

- o. This **AGREEMENT** supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this **AGREEMENT** acknowledges that no representation, statement or promise which is not embodied in this **AGREEMENT** or any other agreement shall be valid and binding. Any modification of this **AGREEMENT** shall be effective only if it is in writing and signed by both Parties.

- p. The individuals executing this **AGREEMENT** represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this **AGREEMENT** on behalf of the respective Parties. This **AGREEMENT** shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

APPROVED:

IN WITNESS WHEREOF, the parties have executed this **COOPERATIVE AGREEMENT** on _____, 2013.

Executed at _____, California on

CITY OF PICO RIVERA:

 Mayor Date: _____

ATTEST:

APPROVED AS TO FORM:

GATEWAY CITIES COUNCIL OF GOVERNEMENTS:

By: _____ ATTEST: _____
 Gene Daniels, President Richard R. Powers, Secretary

Date: _____ Date: _____



To: Mayor and City Council

From: City Manager

Meeting Date: January 22, 2013

Subject: AGREEMENT WITH COUNTY OF LOS ANGELES FOR
PROCUREMENT OF TRAFFIC CONTROL SYSTEM

Recommendation:

Authorize the City Manager to execute an agreement with the County of Los Angeles for the procurement of a traffic control system in a form approved by the City Attorney.

Fiscal Impact: No fiscal impact related to the execution of the agreement. The \$298,000 cost of the Traffic Management Center will be fully funded by the County of Los Angeles through a Call for Project Proposition C Discretionary Grant Fund and County matching funds.

Discussion:

In 2004, Los Angeles County (County) initiated a regional traffic signal program to improve traffic movement on a regional scale by engaging Kimley-Horn and Associates, Inc. for the development of a traffic control system known as the Kimley-Horn Integrated Transportation System (KITS). KITS provides for continuous monitoring of traffic conditions and traffic signal operations on regionally significant roadways regionwide. KITS also builds upon the benefits achieved by the traffic signal synchronization projects completed regionwide by the Los Angeles County Department of Public Works.

As of August 2012, the County has deployed KITS to more than 500 intersections, with the ability to support over 1,000 intersections. The system has been installed in cities including Baldwin Park, El Monte, Industry, La Mirada, and Manhattan Beach, to name a few. The next step in the County's KITS project is installation of a Traffic Management Center (TMC) in Pico Rivera.

The TMC will consist of a KITS Workstation and monitoring devices at major roadway intersections within the City of Pico Rivera. The KITS workstation will have the capacity to monitor and control, from a remote location, the signalized intersections listed in Attachment "A". Wireless communication and traffic signal controller firmware will also be installed to enable basic traffic signal timing and coordination timing for the traffic signals connected to KITS.

AGREEMENT WITH COUNTY OF LOS ANGELES FOR PROCUREMENT OF TRAFFIC CONTROL SYSTEM

Page 2 of 2

KITS will provide real time monitoring of traffic signals. City, as well as County, technical staff will receive immediate notification of signal malfunctions, thereby enabling faster and more efficient maintenance responses. The system also enables traffic signal timing to be controlled and coordinated from remote workstations, including those at the County's TMC at the Public Works Headquarters facility in Alhambra. KITS will provide the City the ability to override the system and control our own traffic signals.

All components of the City's TMC will be provided and installed by the County at no cost to the City.

With approval of this agreement, the County will be authorized to begin construction of the Traffic Management Center in Pico Rivera.

The County offers various levels of control over the TMC system. The level selected will provide City staff with day-to-day operational capabilities. The County, from time to time, may access the City's TMC as necessary but not without obtaining prior approval from the City. After installation is complete, the City will take full responsibility of all TMC infrastructure, including maintenance which will be provided by the City of Santa Fe Springs.

KITS will have the ability to coordinate Pico Rivera's traffic signals with those of neighboring cities including Santa Fe Springs, Whittier, Downey and Montebello. Such coordination will serve to reduce traffic congestion across City boundaries.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Agreement
- 2) Attachment "A" to Agreement

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF PICO RIVERA, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

W I T N E S S E I H

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for the procurement of a traffic control system; and

WHEREAS, the traffic control system is known as the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY'S KITS; and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a wireless communication system (hereinafter referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY'S agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY traffic signals as denoted in Attachment A; and

WHEREAS, use of KITS requires that a communication link be established between a remote location and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as WORKSTATION); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY has developed LACO-4E traffic signal controller firmware to enable basic traffic signal timing and coordination timing for traffic signals connected to KITS; and

WHEREAS, COUNTY will install LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to KITS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

- (1) COUNTY AGREES:
 - a. To convert and install LACO4-E basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with KITS, at no cost to CITY.
 - b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.
 - c. To install WORKSTATION in CITY for CITY's use to monitor and control CITY TRAFFIC SIGNALS, with the installation to be completed at no cost to CITY.
 - d. To not alter basic traffic signal timing or coordination signal timing at CITY TRAFFIC SIGNALS without prior approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within thirty (30) days after the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.

- e. Subsequent to CITY'S approval in 1 (d) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), to review, observe, and if necessary, recommend revisions to and/or modify basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY'S KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2). CITY AGREES:

- a. To be solely responsible for maintaining the basic traffic signal timing and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
- b. To inform the COUNTY of any changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to section 1(d) hereinabove, CITY shall notify COUNTY in writing within thirty (30) days of the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications which would affect coordination traffic signal timing.
- e. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense WORKSTATION and WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- f. If requested by the COUNTY, to issue a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), pursuant to which the CITY will reimburse the COUNTY for the annual costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on the COUNTY'S KITS system. Said cost is currently estimated to be Two Thousand and 00/100 Dollars (\$2,000) per year.

- g. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect).
- h. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.
- i. To allow COUNTY to monitor the operation of CITY TRAFFIC SIGNALS.
- j. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of WIRELESS COMMUNICATION at no cost to COUNTY.
- k. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install WIRELESS COMMUNICATION within CITY highway right of way.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provisions of Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) regarding the COUNTY and CITY'S roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect.
- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY TRAFFIC SIGNALS.
- c. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- e. Any additions, deletions, or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Arturo Cervantes
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660-1016

COUNTY: Mr. Dean R. Lehman
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- h. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- i. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to; 1) entering into a tolling agreement with respect to any claims they may have against each other, and 2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for dangerous condition of property owned by or under the control of COUNTY, COUNTY shall fully defend, indemnify, and hold CITY harmless from any and all liability arising from such dangerous condition.

- l. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement No. 32074 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PICO RIVERA on _____, 2013, and by the COUNTY OF LOS ANGELES on _____, 2013.

GAIL FARBER
DIRECTOR OF PUBLIC WORKS
COUNTY OF LOS ANGELES

By _____
Deputy Director

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By  _____
Deputy

CITY OF PICO RIVERA

By _____
City Manager

ATTEST:

By _____
City Clerk

By _____
City Attorney

ATTACHMENT A

CITY OF PICO RIVERA CENTRAL SYSTEM LOCATION: 900 SOUTH FREMONT AVE, ALHAMBRA, 91803		
NUMBER	ARTERIAL STREET NAME	CROSS STREET NAME
1	Paramount Blvd	Washington Blvd
2	Rosemead Blvd	Washington Blvd
3	Rosemead Blvd	Slauson Av
4	Rosemead Blvd	Telegraph Rd
5	Washington Blvd	Crossway Dr
6	Washington Blvd	Loch Alene Ave
7	Washington Blvd	Passons Blvd
8	Rosemead Blvd	Coffman-Pico Rd
9	Rosemead Blvd	Mines Ave
10	Rosemead Blvd	Manzanar-Havenwood Dr
11	Rosemead Blvd	Whittier Blvd
12	Rosemead Blvd	Beverly Rd
13	Rosemead Blvd	Beverly Blvd
14	Rosemead Blvd	Market Place
15	Whittier Blvd	Myrtle St
16	Whittier Blvd	Paramount Blvd
17	Whittier Blvd	Lexington Rd
18	Whittier Blvd	Acacia Ave
19	Whittier Blvd	Lindsey Ave
20	Whittier Blvd	Durfee Ave
21	Whittier Blvd	Passons Blvd
22	Whittier Blvd	Gregg Rd
23	Beverly Blvd	Paramount Blvd
24	Beverly Blvd	Acacia Ave
25	Beverly Blvd	Durfee Ave
26	Beverly Blvd	Sandoval Ave
27	Beverly Blvd	San Gabriel River Pkwy
28	Beverly Blvd	Abbeywood Ave



To: Mayor and City Council
From: City Manager
Meeting Date: January 22, 2013
Subject: AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 12-1332 WITH LA CONSULTING – COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

Recommendation:

Approve Amendment No. 1 to Professional Services Agreement No. 12-1332 with LA Consulting to assist in the procurement and process development necessary for the implementation of a computerized maintenance management system (CMMS) for a not-to-exceed amount of \$75,156 in accordance with their proposal dated December 14, 2012 and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Fiscal Impact: \$75,156 (General Fund and Water Authority Fund)
CIP Account No. 210-7320-44500-00021254

Discussion:

The Public Works Department is in the process of implementing a Computerized Maintenance Management System (CMMS); the latest in software technology for managing Field Operations, maintenance activities. The issue at hand, the current work order system doesn't meet today's needs.

The first phase in implementing a CMMS was completed as a part of the Public Works Efficiency Study in 2012 by LA Consulting. The study included a detailed review of the Field Operations Program focusing on the areas of organizing, planning, scheduling, and controlling maintenance activities. Among other things, the study included staff interviews and comprehensive reviews of the Field Operations Program, City infrastructure, operations, business processes, budgets and staff utilization. An overarching recommendation in the study was the implementation of a CMMS.

CMMSs have been in the industry for more than 25 years. These work order systems are software programs with a specialized use for organizing, planning, scheduling, budgeting and performing Public Works maintenance activities. Some key features of CMMS program include short- and long-term scheduling capabilities, performance based budgets, automation of work orders, producing reports, and obtaining historical data. CMMS can be used to produce financial reports and to track costs of performing work. Such features are excellent tools for preparing annual budgets and reducing cost.

The CMMS system will eliminate inefficient and labor intensive manual processes. Currently, there are many independent databases being used by the Public Works Field staff that are used to produce work orders. They do not provide features necessary for organizing, planning, scheduling and/or budgeting. Consequently, scheduling and organizing work is done by hand and at times, on whiteboards. Work orders are prepared manually requiring data input from Supervisor, maintenance workers and secretaries. Also, the current work order system does not contain GIS capacity, a feature to identify work locations in a spatial form.

There are five phases in implementing a CMMS system. Phase 1, Public Works Department Evaluation; Phase 2, the baseline findings with recommendations; Phase 3, Software Selection; Phase 4, Establishment of Business Process to allow city employees and management to improve and optimize work processes; and Phase 5, the implementation and customizing of software to the improved work process.

The first two phases have already been completed. As a part of this work; LA Consulting collected and organized more than ten (10) years of electronic data; evaluated work processes, staffing and budgetary resources available to perform the work; and produced a report that provided recommendations and benefits to improve the operation for resource allocation, service levels, work flow and organizational issues.

Implementing CMMSs requires the assistance of consultants, software programming experts. Amendment No. 1 will award Phase III and Phase IV to LA Consulting.

LA Consulting has prepared CMMS systems for more than 30 years. They have specialized in Public Works Programs since 1993. They have worked with over 40 cities, counties, and water agencies throughout the United States. Aside from having the software expertise, they assist government agencies in planning and managing maintenance programs.

Input has been obtained from several Field Operations staff members (Field Operations Manager, Supervisors, Maintenance Workers and Administrative staff) who have expressed interest in the CMMS because of its benefit. Particular interest was in the elimination of manual processes and data input.

The total budget approved for this FY 12-13 is \$100,000 and it is funded with \$70,000 General Fund and \$30,000 Water Authority Fund under CIP 21254.



Ronald Bates

RRB:AC:MPC:lg

Enc.

- 1) Amendment No. 1 to Agreement No. 12-1332
- 2) Exhibit "A" to Agreement -Proposal from LA Consulting, dated December 14, 2012

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LA CONSULTING, INC., AGREEMENT NO. 12-1332**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 12-1332 FOR PROFESSIONAL SERVICES WITH LA CONSULTING, INC. ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and LA Consulting, Inc., ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Professional Services Agreement Between the City of Pico Rivera and LA Consulting, Inc., No. 12-1332* ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 29 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TIME FOR COMPLETION OF WORK AND SERVICES.

The "Expiration Date" defined in Section 3.4 of Agreement is hereby removed and replaced with the following:

"Expiration Date": December 31, 2013

2. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT

The Scope of Services to be performed by CONSULTANT, as forth in the Agreement, shall be modified to require CONSULTANT to provide additional services in accordance with the services identified in the CONSULTANT'S Proposal to CITY dated December 14, 2012, attached to this Amendment No.1 as Exhibit "A".

3. MODIFICATION TO CONSULTANT'S COMPENSATION.

The total compensation to be paid by CITY to CONSULTANT for the modified work and services indentified in the CONSULTANT'S Fee Proposal dated December 14, 2012, shall be an amount not to exceed \$75,156 (Seventy Five Thousand One Hundred Fifty Six Dollars and no cents).

4. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

5. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No.1.

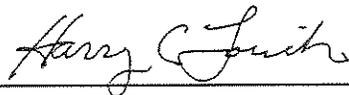
[End of Amendment No.1. Signatures to follow.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
LA CONSULTING, INC.

Gustavo V. Camacho, Mayor



Title: President

Dated: _____

Dated: 1/16/2013

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney



Lorick Associates
CONSULTING

December 14, 2012

Mr. Art Cervantes, P.E.
acervantes@pico-rivera.org
Director of Public Works
PO Box 1016
Pico Rivera, CA 90660-1016

Subject: P12-37 Proposal for Consulting Services for CMMS Implementation in Public Works

Dear Mr. Cervantes:

Pursuant our discussion and your comments, we have now outlined the specific actions that will implement and then improve your operations and potentially save the City thousands of dollars. This scope attached is the specific methodology to implement these actions.

LA Consulting, Inc. (LAC) is pleased to be submitting a scope to implement many of the business processes identified in our Final Report.

The proposed effort will include a combination of business processes, policy and system recommendations. LAC will be working directly with your selected vendor to ensure that the processes are not only implemented but understood by employees and applied to optimize your efforts and then used as tools to help meet the needs of the City.

The effort consists of three (3) phases and forty-six (46) tasks. Some tasks are not yet defined and will not be determined until after selection of the CMMS software.

LA Consulting has the capabilities and necessary resources to ensure a successful project. We look forward to sharing our approach to developing and helping Public Works to fully apply a systematic approach to maintenance that will save time and money.

Sincerely,

Harry C. Lorick, P.E.
Principal

"We Help Public Works Work"

Phone: 310-374-5777 • Fax: 310-374-7555 • email: info@laconsulting.com
Mailing Address: 1209 Manhattan Ave. Suite 310 • Manhattan Beach, CA 90266
Internet address: www.laconsulting.com

CITY OF PICO RIVERA PUBLIC WORKS IMPLEMENTATION PLAN

WORK PLAN

This approach is outlined to implement all system and policy recommendations that are related to best business practices for maintenance operations at the City of Pico Rivera, Public Works. This phase encompasses many of the recommendations prepared in the 2012 Report to be readily and accurately implemented via facilitation.

The detailed tasks are defined for implementation of the recommendations made in our 2012 report. The description of each of these tasks follows. These descriptions include the process, methods and procedures to be used and the end product that can be expected from the task.

IMPLEMENTATION OF PHASE 2 RECOMMENDATIONS

This implementation plan provides a “playbook” for actual implementation of the recommendations of the 2012 Public Works efficiency study. In addition, some of the specific policies with supporting documentation and processes will be developed.

The specifics of these general tasks are a result of these recommendations. Much of the effort will focus on full implementation of the selected maintenance management system software by the City for work planning, organizing, scheduling, and controlling and related business process.

The work planning effort involves determining major activities, defining guidelines, obtaining resource information, performing condition assessments and computing the level of effort, which in turn will allow the future development of a work program and budget using the computerized maintenance management system (CMMS). Upon completion of the process, the planning effort determines the amount of work to be performed on an annual basis by the City (work plan). The planning provides the basis or the “bar” to which the overall system is to be compared and is a key tool for efficiency.

SOFTWARE IMPLEMENTATION

The plan involves the actual implementation of the recommendations (Phase 4 & 5) with a focus on software implementation and integration of business practices being established. In addition, coordination will occur with the selected software vendor on the population of databases with the collected data, training and system configuration. LAC’s role will be to facilitate and ensure a system is implemented that matches the City’s needs and those recommended in the 2012 study. LAC will work for the City and with the Vendor to ensure that the system is implemented and would achieve the desired system recommendations.

The specifics of these general tasks are a result of Phase 2 recommendations and the accompanying action plan. LAC’s effort will focus on recommendations made relating to software implementation and business practices development with City staff. Further, the implementation has outlined tasks for the City for policy related tasks that will require a decision by the City with limited involvement from the consultant.

WORK TASKS

PHASE 3 – SOFTWARE SELECTION

Phase 3 involves several subtasks from the confirming of capabilities, outlining needs, preparing an RFP to finally selecting a system after complete system demonstrations and related negotiations.

TASK 3-1 – PROJECT INITIATION

General orientation meetings are planned at the start of the project in order to familiarize participants with the general approach. The project initiation effort will have five subtasks:

- Project Startup;
- Preparation of a Detailed Work Schedule;
- Establishment of a Management Working Committee (MWC) with Director of Public Works, IT Director, and Public Works Interim Manager;
- Outline and establish a Working Committee (WC) with Public Works Interim Manager and Maintenance Supervisors, and Maintenance Crew Leaders; and
- Conduct an Orientation.

The implementation will have common processes for all groups, but be tailored to each group's needs and requirements. One (1) meeting is anticipated to complete this effort.

End Product: Complete City exposure to the planned approach.

TASK 3-2 – MANAGER ORIENTATION

General orientation meetings are planned at the start of the project in order to familiarize the new Manager with the project background and planned approach as well as to system needs and related capabilities. Other supervisors will be given direction on various planned processes.

End Product: Manager provided with process orientation and general system overview.

TASK 3-3 – EVALUATE EXISTING CAPABILITIES

Consultant will offer suggested capabilities that are based on the action plan from phase 2 by comparing the capabilities of the existing system and employees and its ability to meet the City's documented needs. The Consultant will conduct two interactive meetings with staff and present information on specific technology needs and existing capabilities. Consultant will then facilitate staff's course of action and functionality to be included in the RFP.

End Product: LAC will prepare presentation of capabilities versus recommendations and help facilitate course of action.

TASK 3-4 – PREPARE SOFTWARE RFP

Using data gathered during the initial review, Consultant will prepare the City's software RFP. Following the format suggested by staff, the Consultant will draft an RFP meeting specific

needs which will include the detailed intent, components, required users, desired functionality and outline of general inputs and outputs to be covered and documented. Consultant will present a draft to staff for input and comment. Consultant will prepare a final draft in electronic format for submission to the City's project manager along with a suggested review form for selection.

End Product: Draft maintenance operations software RFP in electronic form meeting recommendations from Phase 2.

TASK 3-5 – PROVIDE TECHNICAL SUPPORT IN SELECTION PROCESS

Consultant will provide a list of known vendors who provide maintenance and operations system software for all PW assets, including the City's current software provider. Consultant will provide support in the technical review of the proposals for compliance and adherence to the requirements and specifications of the RFP and the technical concepts from Task 3-3.

End Product: Consultant will provide the City with a list of software firms that meet the scope and technical capabilities of the City's documented needs.

TASK 3-6 – PARTICIPATE IN SOFTWARE DEMONSTRATIONS

Short-listed vendors may be required to demonstrate to City staff as part of the selection process. Consultant will provide technical support as requested, including assistance in a software demonstration script for vendors and setup of City specific demo data for the vendor to utilize during the demonstrations. Criteria identified in Phase 3 will be used and enhanced as a result of submitted proposals as a basis for comparison.

End Product: Support the City's review of software demonstrations to meet RFP requirements.

TASK 3-7 – SELECT SOFTWARE

To assist the City as it negotiates with the selected software vendor, LAC will provide support by recommending needed modules and capabilities for desired users as well as input to the final terms with the vendor.

End Product: Assist City staff during software selection process and contract terms.

TASK 3-8 – MONTHLY STATUS AND QUALITY CONTROL

Monthly status reports will be prepared for the City. These reports will include a listing of all the project tasks with a summary status and a percent complete for each task. This effort also includes quality control and monitoring with Principal review.

End Product: Monthly status reports for Phase 3 will be provided. This effort also includes quality control and principal review.

PHASE 4 – ESTABLISH BUSINESS PROCESSES

Phase 4 involves the development of business process to allow the city employees and management to improve and optimize their business and work processes. This is independent of the software system selection process and implementation and will be conducted concurrently with the Phase 3.

TASK 4-9 – INITIATE IMPLEMENTATION

General orientation meetings are planned at the start of the project in order to familiarize participants with the general approach. The project initiation effort will have five subtasks:

- Project Startup;
- Preparation of a Detailed Work Schedule;
- Establishment of a Management Working Committee (MWC) with Director of Public Works, IT Director, and Public Works Interim Manager;
- Outline and establish a Working Committee (WC) with Public Works Interim Manager and Maintenance Supervisors, and Maintenance Crew Leaders; and
- Conduct an Orientation.

The implementation will have common processes for all groups, but be tailored to each group's needs and requirements. One (1) meeting is anticipated to complete this effort.

End Product: Complete City exposure to the planned approach.

TASK 4-10 – DEFINE PERFORMANCE MEASURES

Key performance measures for each maintenance function will be established with quantifiable work units identified. These performance measures will be included in the annual work plan and integrated with the CMMS to allow periodic evaluation of work and monitoring status of goals.

End Product: Performance measures defined and documented.

TASK 4-11 – REVISE ACTIVITY LIST AND WORK UNITS

A list of the significant maintenance work activities performed by each group will be refined, prepared and entered into a database. This list will include a description of the work activity, a unit of measure to calculate the work accomplished and a physical feature inventory item on which the work is performed. For example:

Asset	Task / Activity	Work Unit
Hydrants	Hydrant Flushing	Each
Booster Stations	Routine PM	Each
Valves	Valve Exercising	Each

The activity list will be prepared with input from the Working Committee (WC) and presented to the Management Working Committee (MWC) during a working meeting held to finalize each item. This will ensure that the description and measurement units exist and are appropriate for each activity.

This list will then be used to determine the annual maintenance requirements for each activity and as a method to measure the amount of work accomplished on a daily basis.

End Product: Activity list will be established with relevant measurement units.

TASK 4-12 – DEVELOP ACTIVITY GUIDELINES

Work methods will be reviewed, discussed, and developed during a working session with the WCs and will be documented in a systematic format for each defined work activity.

The most efficient approach to each activity will be identified by utilizing the consultant project team's experience with similar agencies throughout the United States. This process will be further enhanced by using the experience of Pico Rivera Public Works staff.

LAC will work with agency staff to develop an Activity Guideline for each defined work activity in Task 4-11. Each Activity Guideline will include the:

- reason for performing the activity,
- description of the activity,
- work scheduling criteria, including time of year work is expected to be completed,
- optimal size and mix of crew,
- equipment and materials required,
- the expected average daily production range, and
- Anticipated quality.

The WC members will prepare each guideline under the direction of the consultant, will compile the guideline from agency drafts and team meetings, and in addition, will establish files for all maintenance groups. Each group will then be in a position to keep the guidelines current and updated in the future. The drafts will be reviewed, edited and finalized with the input, guidance and counsel of the MWC.

The best management practices will be established for all activities with an additional focus on key activities and some new ones that are relevant. This effort will include detail review of up to three major activities per group where direct cost, productivity and method comparisons can be made.

Focus on matching work and staff sizes will be done. Two (2) meetings per groups are anticipated.

End Product: An activity guideline for each activity with specific work method.

TASK 4-13 – INVENTORY OF PHYSICAL FEATURES

An inventory listing and database of all physical features in the infrastructure network will be prepared. This listing will include the type, quantity and location of features for each infrastructure type (i.e. pipe, valves, manholes, sewer line miles, etc.). Existing data files will be used to compile an existing database of features. Existing data files are very limited and most inventories will have to be compiled from the beginning.

LAC will identify items which need to be collected and processes required for compiling the missing information. The City would be responsible to collect the necessary data via in-house capabilities or other contractor services to compile. LAC would be responsible for general design and training of data collection. In the task, it assumed that the collected data will be linked to new CMMS software by Public Works employees working with the vendor and supported by LAC.

Two (2) meetings are estimated to complete this effort.

End Product: A complete inventory and database of key physical features of infrastructure will be established.

TASK 4-14 – DETERMINE MAINTENANCE SERVICE LEVELS

Working with the WC, consultant will facilitate the establishment of the maintenance service levels required for each defined activity, and the quantity and frequency of work expected to be accomplished on an annual basis, per inventory unit by yard. This will include the determination of the desired service level needed to maintain a feature element and a funded service level documenting the service level appropriate to funding constraints. Three examples of these are shown below:

1. Activity – Hydrant flushing will be performed every three years.
2. Activity – Pump station inspections will be performed once a week.

The existing service level estimates will be based on observation, material usage, schedules and policy. The desired service levels are those that the City wants to accomplish to provide a public service and protect assets. A funded service level is the service level provided within funding guidelines for a given year. The consultant will provide support for the determination of existing service levels and will benchmark against similar agency service levels that are provided to help determine desired service levels. This process will be documented to ensure that they can utilize the system in updating future service levels.

One (1) meeting is estimated to complete this effort.

End Product: Desired and funded service levels for each activity will be determined and processes will be established.

TASK 4-15 – ESTABLISH ROUTINE PROGRAMS

LAC will work with the MWC and WCs to establish routines for several major activities. LAC will work with each group to outline maintenance routines for activities that exist, such as, meter reading and valve turning. The City is anticipating establishing 3-4 routines per group.

Select grouping of WC and MWC members will be established to setup specific routines for key maintenance activities. A complete listing with frequencies will be prepared by section. A committee will be established in each section to make these determinations.

A short presentation will be prepared for the WC for all routines. An outline of the results after receipt of input will be prepared and each selected activity linked to asset, equipment, location and/or area to allow for integration into the selected CMMS.

A complete process will be established to determine routines for all activities identified for maintenance. A listing, process, and methodology will be determined that can be updated and refined for up to five (5) activities. Two (2) meetings are anticipated.

End Product: Routines will be established for key maintenance activities.

TASK 4-16 – DEVELOP EQUIPMENT RATES AND UPDATE PROCESS

LAC, with City assistance, will develop hourly rates for all equipment that includes all costs. A listing by vehicle will be prepared with rates and classification. A separate FEMA rate will also be compiled by general vehicle classification. The two rates will be identified for each piece of equipment.

All low use equipment identified in the 2012 report will be reviewed with the MWC. All data will be then compiled and confirmed with the City.

LAC will prepare estimates and review them with the Working Committee. A spreadsheet will be prepared that outlines the costs. A cost will be prepared for both hourly use and “out of yard” hours. These equipment class rates will then be entered into the CMMS.

One (1) meeting is anticipated. This will be documented in a short working paper and presented to the MWC. Pico Rivera Public Works staff will be trained for future rate updates.

End Product: Produce a working paper outlining equipment rates and update process.

TASK 4-17 – ESTABLISH FLEET SYSTEM AND INTEGRATE WITH CMMS

LAC, with City assistance, will establish a simple fleet management system using the selected software for the City including fuel, maintenance, and related cost by vehicle. It would have the ability to generate scheduled work orders for preventive maintenance as well as the ability to monitor compliance.

The existing fueling system would be enhanced to track fuel to specific vehicles and data would be linked, or otherwise integrated, with work flow. LAC will assist the City to determine work flow processes and integrate the new fleet system with the CMMS.

End Product: Establish basic fleet management system and integrate with CMMS.

TASK 4-18 – ASSIST DEPARTMENT IN ESTIMATING OVERHEAD RATES AND DOCUMENTING UPDATE PROCESS

LAC will work with Finance staff to confirm the two overheads used by the City for the cost of performing work. One will be an avoidable cost overhead and another will be a full overhead that would be developed to be used for external billing and reimbursement. Further, the consultant will help document and develop an annual process to update the overhead rates and integrate the rates into the CMMS.

LAC will work with City staff to determine best practices for FEMA rate determination and outline the cost that should be considered when the rate is computed.

A presentation of final overheads will be presented to the MWC. One (1) meeting is anticipated.

End Product: Estimate overhead rates and document an update process.

TASK 4-19 – DEVELOP PERFORMANCE-BASED WORK PROGRAM AND BUDGET

After the activities, inventories, and work calendar have been established, a performance-based work program and budget will be prepared by each division, and a balance between desired service levels and available funds will be developed. System will be established with ability to compile summaries of plans by a particular group or program (pavement, sewer, traffic, etc.).

The work program and budget in CMMS will include, at a minimum:

- The feature inventory quantity
- The annual work quantity
- The planned crew size
- The total days of work for each activity
- The average daily production for each activity
- The cost of labor, equipment and materials for each activity
- The total annual cost, by activity, and for the entire work program

The individual work programs and budgets for each organizational unit will also be summed to produce an annual work program and budget for the entire operations and maintenance section.

The plan will have the capabilities to project effort for various special events with activities and service levels established. Further, the plan will be used to estimate all work to be done for the year including all after hours and overtime effort.

Two (2) meetings are anticipated.

End Product: Annual work program and budget for each activity and the entire maintenance division in the CMMS by group.

TASK 4-20 – DETERMINE RESOURCE REQUIREMENTS

After the initial work program and budget are determined, the annual labor, equipment and material needs for each organization unit (group) will be identified by the consultant. An annual calendar showing monthly resource needs will be used to determine the monthly and annual quantities of materials, labor and equipment required to fulfill the annual plan.

This is accomplished through the system by utilizing the schedule information taken from the activity guidelines and the annual work program quantities.

End Product: A list of required resources by group to fulfill the annual plan.

TASK 4-21 – ESTABLISH STAFFING NEEDS

The consultant will assist the City in establishing a rationale for evaluating existing group structure. The process will then be linked to the CMMS. The amount of full time staff will be related to the needs of each group.

LAC will provide guidance to the City in the assignment and appropriate allocation of resources as identified in recommendations from Phase 2. This will include the possible re-organization of various groups.

This will be outlined in a short working paper. One (1) meeting is anticipated.

End Product: The Department staffing by category will be established.

TASK 4-22 – WORK CALENDAR

Using the Work Program in Task 4-19, a work breakdown by activity by month will be done. This will allow for work to be scheduled on a proactive basis.

The distribution will be reviewed in a working meeting with each group to confirm the timing by activity and use to update the plan. Routines, work history and desire of work will be used to determine allocation of the work. One (1) meeting is anticipated.

End Product: Monthly work calendar will be prepared for each activity.

TASK 4-23 – ESTABLISH WORK SCHEDULING PROCEDURES

LAC will work with the managers and supervisors to establish short term work scheduling procedures. A process for the identification, assignment and allocation of resources and estimation of time required to complete the various activities will be determined. This, together with a routine for holding the scheduling meetings and monitoring maintenance progress, will be identified.

Future processes for allocating resources to jobs will be outlined that will be integrated with the CMMS capabilities such as a work backlog and work calendar. A procedure will be developed, allowing staff to plan in advance and enable personnel to have the right resources on the right job at the right time. This effort will combine the capabilities of the system with those of the supervisors.

The scheduling procedures will be presented and taught by LAC to the appropriate personnel and will be monitored and directed during the first two months of implementation to ensure compliance and allow fine tuning of all of the processes involved.

Two to three (2-3) meetings are anticipated.

End Product: Development of a bi-weekly scheduling system.

TASK 4-24 – ASSET MANAGEMENT CONDITION ASSESSMENT

LAC will work with the MWC to establish a formalized asset condition assessment process. An outline will be prepared on use of the information for management decision making on asset maintenance and replacement.

The process will include completion of condition data for establishment of needs, outlining potential strategies with unit cost, development of an improvement selection process using selected condition data condition, and a priority determination to allow for ranking. This information would be used for a candidate selection process for the City to determine potential needs that would be provided to decision makers.

The process would outline how these candidates would be used by maintenance and finance managers to determine rehabilitation plans. This could then be used for evaluating alternate rehabilitation strategies which could then be used to determine specific projects for the CIP.

A short working paper would be outlined describing how the system would be utilized. This will include facilitating development of condition assessment program for various asset types. Initially the wastewater main line assessment will be developed as the prototype with the City PM facilitating the development of the remaining asset types.

End Product: Asset management condition assessment process will be established and documented.

TASK 4-25 – OUTLINE METER REPLACEMENT PLAN

Currently the average age of meters in the City appears to have exceeded their estimated lifecycle. Develop and outline a complete plan to replace meters and integrate with the CMMS.

This would allow for a formal replacement program to address the continuing need to replace these meters once they are installed. A written document to institutionalize an on-going replacement plan to distribute the workload to replacing meters would be prepared.

LAC with City staff assistance will outline in a 5-10 page presentation style plan and present to MWC and incorporate their comments in a final plan. Two (2) meetings are estimated.

End Product: Prepare a written plan for meter replacement and integrated with CMMS.

TASK 4-26 – CIP EVALUATION

This task will involve review of the current plan and providing input for operations and rehabilitation related projects. LAC will review and suggest those projects that could potentially provide life cycle saving to the city by their implementation. A short paper will outline these opportunities.

End Product: LAC will outline a short (1-3 pages) working paper for opportunities to assist the City to optimize life cycle costing for rehabilitation projects.

TASK 4-27 – MONTHLY STATUS AND QUALITY CONTROL

Monthly status reports will be prepared for the City. These reports will include a listing of all the project tasks with a summary status and a percent complete for each task. This effort also includes quality control and monitoring with Principal review.

End Product: Monthly status reports for Phase 4 will be provided. This effort also includes quality control and principal review.

PHASE 5 – IMPLEMENTATION OF SOFTWARE AND PROCESSES

This Phase involves the actual implementing, training, mentoring and coaching of the business processes from Phase 4 with the selected software system in Phase 3.

TASK 5-28– COORDINATE INTEGRATION OF SOFTWARE

LAC will coordinate with City staff and software vendor to ensure transfer of data and capabilities of existing systems utilized for work order costing, work reporting and scheduling to the CMMS.

LAC will provide guidance to the software vendor and the City of Pico Rivera to ensure the system data conversions and integrations meet the expectations and goals of the City for effective implementation of the additional capabilities of the CMMS software. Once integration is complete, the consultant will review the converted data and system configuration to determine if the changes are functional with the City's business processes.

LAC will work directly with software vendor staff to transfer the resource data, activities, work plans, and locations into the system. Further, LAC would configure display screens, setup standard queries and reports develop menus and tables for the users, establish security and access capabilities. Payroll linkages are not a part of this effort.

End Product: CMMS is integrated with existing operations and systems.

TASK 5-29– INSTALL SOFTWARE

The selected software from Phase 1 will be installed on the City's computer network for access by Public Works management, supervisors and administrative staff by the selected software

vendor. This work will be done in conjunction with IT staff to ensure data and programs are loaded following the City guidelines. All necessary backup copies of the database software will be provided to the City. The process to load the software will be documented and included in the system documentation.

LAC will check and confirm the operation of each workstation location to ensure correct operation. This task will consist of loading and installing the selected system and ensuring proper documentation is acquired or prepared. The effort will require coordination with GIS and information system departments by consultant, but the software vendor will actually load the system.

End Product: Software will be loaded and operational on the City's system.

TASK 5-30- CONFIGURATION OF SOFTWARE

LAC, working with the software vendor, will make sure that the installation and configuration of the software package best matches with the expectations and objectives of the recommendations. LAC will advise the City on issues it believes may conflict with the effective implementation of the software. LAC will make sure that the installation will optimally match the guidelines and goals established in Phase 2 and recommendations made in the 2012 Report. LAC will coordinate with the City and software vendor to convert the current databases that have been compiled for work plans, resources, unit cost and activities.

Efforts will be taken to make sure all available and relevant data is moved over to the new system. If further population of the new database is required, LAC will facilitate the completion of these needs with the vendor. LAC will work with the software vendor to make sure the database is structured in a manner that matches the current mode of operations within the Department. Items such as management units, job classifications and activity plans will be reviewed to determine if they reside in the appropriate areas and are functional. The effort will include the service requests and work order process parameters.

End Product: Software configuration and setup will be accomplished.

TASK 5-31 – SOFTWARE SYSTEM TRAINING SUPPORT

It is anticipated that even after basic training has been provided by the Vendor, further training (or coaching) will be necessary to acclimate the operations staff to the new software package and related functionality to the desired work processes. Acting not as an agent to the vendor, but consultants for the City, LAC will provide the City with assistance for solutions. If needed, LAC will make the necessary contact with the software vendor to determine the most appropriate actions to take.

LAC will provide telephonic support and conduct training sessions if necessary. It is anticipated that the annual maintenance contract for the vendor software package will be purchased for this time frame. The initial training will include system setup, configuration, security, form and screen layout. The City anticipates participating in two (2 full-day) sessions along with the selected vendor.

End Product: LAC will provide backup training, coaching, and support as necessary.

TASK 5-32 - IMPLEMENT A WORK REQUEST SYSTEM

LAC will implement the work request process for all groups utilizing the CMMS system. LAC will work with the vendor to make the best use of selected software to match customer needs and provide a tool for scheduling. LAC will assist all supervisors in utilizing the new processes and establish business processes for the system to work successfully. This will eliminate the need for multiple service request systems and allow all request information to be stored in one place.

Screens in the selected CMMS will be configured to best match the work flow identified in Phase 4. LAC will work with City staff to customize according to City needs.

Other City employees that will utilize requests for service will be trained for use of the system. 3-4 training sessions will be performed.

End Product: Implementation of an automated service request system.

TASK 5-33 – ESTABLISH WORK REPORTING PROCEDURES

LAC will establish and implement routine work reporting procedures to properly obtain CMMS data for all groups. The work reporting procedures will be presented and taught to the appropriate personnel and monitored during the first four months of implementation to ensure compliance. The work will be reported by the use of daily work reporting sheets. Each supervisor will record the following information on a daily basis using the daily work reports.

The daily work report will include:

- Responsible supervisor
- Activity performed
- Location of work
- Resources used
- Date of work performed
- Accomplishments

The completed daily work reports will be entered into the CMMS to allow comparisons of planned and actual values and costing of work. All captured data should be sufficient for development of various regulatory reports.

Two (2) meetings/training sessions are anticipated.

End Product: Standardized work reporting system established.

TASK 5-34 – ESTABLISH MATERIAL INVENTORY CONTROL

LAC will work with materials staff to outline a process for managing parts and material control in a working paper. A methodology with flowcharts and work methods will be outlined. Key

decision factors such as, just in time cycles and material disposal processes and procedures will be outlined and information flow depicted for all to understand.

Confirm the resources needed to maintain the material inventories and review the City's cost and effort to maintain their system.

Two (2) meetings are anticipated.

End Product: Work process for material inventory control will be documented in a working paper.

TASK 5-35 – UTILIZE CMMS TO COST AND/OR BILL WORK FOR OTHERS

LAC will work with the Vendor and the City to provide the ability to create standard or custom billing reports for work done for others. This will allow the City to determine cost of service to other non-City entities and provide input to senior management of this work impact on the City.

Reports used for billing and invoicing should have the fully burdened overhead rate as established to allow the City to recover full cost of work. One (1) meeting is anticipated.

End Product: CMMS system configured and used to prepare outside billing and costing.

TASK 5-36 – DOCUMENT A DECISION PROCESS FOR CONTRACT OPPORTUNITIES

LAC will outline, in a short working paper (5-10 pages), an analytical process to determine contract opportunities. The paper will describe a process to be used to evaluate quality, quantity and cost by work activity. Linkage to work tracking and the CMMS will be documented. Examples will be given with keys to decide on an approach that should be taken.

The consultant will prepare and present the approach to the MWC for comment then to the Public Works Director. Comments will then be incorporated into a process to be used.

Two (2) meetings are anticipated to develop the contract methodology.

End Product: Prepare a working paper for process used for contract opportunity evaluation.

TASK 5-37 - DEVELOP WORK CONTROL AND MONITORING PROCESSES

LAC will develop and document work controls, and monitoring processes that will provide answers to the following questions:

- How much work was accomplished versus what was planned?
- How effectively were the available resources utilized?
- What problems require correction to ensure accomplishment of the work program?

In addition, the control reports will include data that identifies:

- Work program progress -- to monitor accomplishments

- Resource utilization -- to monitor actual use of labor, equipment and funds in accomplishing the work program
- Productivity -- to measure the effectiveness and efficiency of the work crews
- Unit Costs -- to measure the cost-effectiveness of work accomplished to the costs incurred

The CMMS system will have standard reports that allow for complete evaluation of the work planned versus actual effort given. Standardized reports will be generated for various staff to use, which will depict labor, equipment, contracts and material by location and activity. Additional reports may be established with vendor assistance to ensure proper operations.

End Product: Process for monitoring and controlling work.

TASK 5-38 – DEVELOP SYSTEM DOCUMENTATION

A series of documents outlining the system and management processes will be developed as a reference and guide for applying the developed system. The following manuals will be included to document the various procedures and processes required for operating and administering the maintenance system:

- Operations Manual (electronic copy) – for use by working supervisors. This will be a short working paper that will contain work scheduling and reporting procedures, work evaluation and control procedures, and other materials appropriate for field use.
- System Manual (electronic copy) – to be used by management level personnel. It will include a system description, detailed operating procedures for maintaining the system and all related documentation on activities, service levels, planning and controlling reports and source data used to develop the system.
- Computer User Manual – the software vendor selected in Phase 3 will provide copies that will outline how to enter and modify data; produce the various reports, and a general description of how to operate the software.

End Product: Documentation of the maintenance system.

TASK 5-39 – OVERALL CMMS SYSTEM TRAINING AND ADMINISTRATION

Supervisors and/or CMMS Administrator will be trained in all aspects of the CMMS. A series of training sessions (2-3) will be conducted on the following topics.

- Work order creation
- Query creation
- Work reporting
- PM templates/master scheduling
- Setup, security and administration

End Product: Management and administrative staff trained in CMMS system use.

TASK 5-40 – CONDUCT IMPLEMENTATION TRAINING

LAC will conduct a series of four (4) training sessions at different intervals during the process. These will include use of the CMMS for formulation of the annual plan, organization of resources, and scheduling and controlling maintenance. The sessions will include both general management training and actual implementation directions. The fourth training session will detail the use of computer operations in the maintenance system. Staff will be trained on the entry of work data, production of reports, system parameters and database update.

In addition, a complete “train the trainer” effort will be done with the assigned City Project Manager who will participate throughout the process and will take over system responsibilities after the system is installed and operational.

End Product: Supervisors and crews trained in CMMS system use.

TASK 5-41 – DEVELOP CUSTOM MANAGEMENT REPORTS

LAC will identify specific reports in the selected CMMS that will be used as a basis for monitoring and controlling work. These reports will require some customization to match the business process and needs of the City. Up to four (4) custom reports will be prepared from existing CMMS report templates.

End Product: Custom management reports for controlling maintenance work. Up to four (4) will be prepared.

TASK 5-42 – REPORT INTERPRETATION TRAINING

LAC will train staff in the use of CMMS reports to adjust operations in order to become more effective and efficient in the use of maintenance resources, to monitor adherence to the annual plan, and to identify problems in productivity and work methods. This effort would be provided in order to allow staff the opportunity to use data to make the necessary decisions to improve operations.

This effort will include design of some specific reports needed to manage operations by group. It is anticipated to have two reports for each group. The effort is to produce output for management as well as training employees to create their own custom reports.

Two (2) meetings are anticipated.

End Product: Training on report interpretation and customization.

TASK 5-43 – MONTHLY MAINTENANCE EVALUATION

The consultant will use standard reports included with the selected software package, or modify as needed, to describe the maintenance operations versus the annual plan within Public Works utilizing maintenance information stored in the CMMS.

The report will contain information on work accomplished, cost, productivity, and unit cost with explicit comparison to the monthly plan by group.

Two (2) meetings are anticipated to demonstrate the report and its use.

End Product: Monthly maintenance report prepared and review process established.

TASK 5-44 – CREATE STATE OF MAINTENANCE REPORT

City staff with consultant support and guidance will create a state of maintenance report that describes the current state of maintenance operations at the City utilizing maintenance information stored in the CMMS. LAC will guide in the production of the report giving City staff an outline for the future implementation. The report will contain information on maintenance performed, adherence to plans and budgets, benchmarking, unit costs and productivity.

Two (2) meetings are anticipated.

End Product: State of maintenance report prepared.

TASK 5-45 – FINAL EVALUATION AND REPORT

A final report will be prepared after implementation of the system with the overall impact of the effort. This report will document all data collected, results of actions, future steps required to maintain the CMMS system, documented improvements after implementation, and any recommendations for future improvements in operations.

End Product: Final evaluation and report.

TASK 5-46 – MONTHLY STATUS AND QUALITY CONTROL

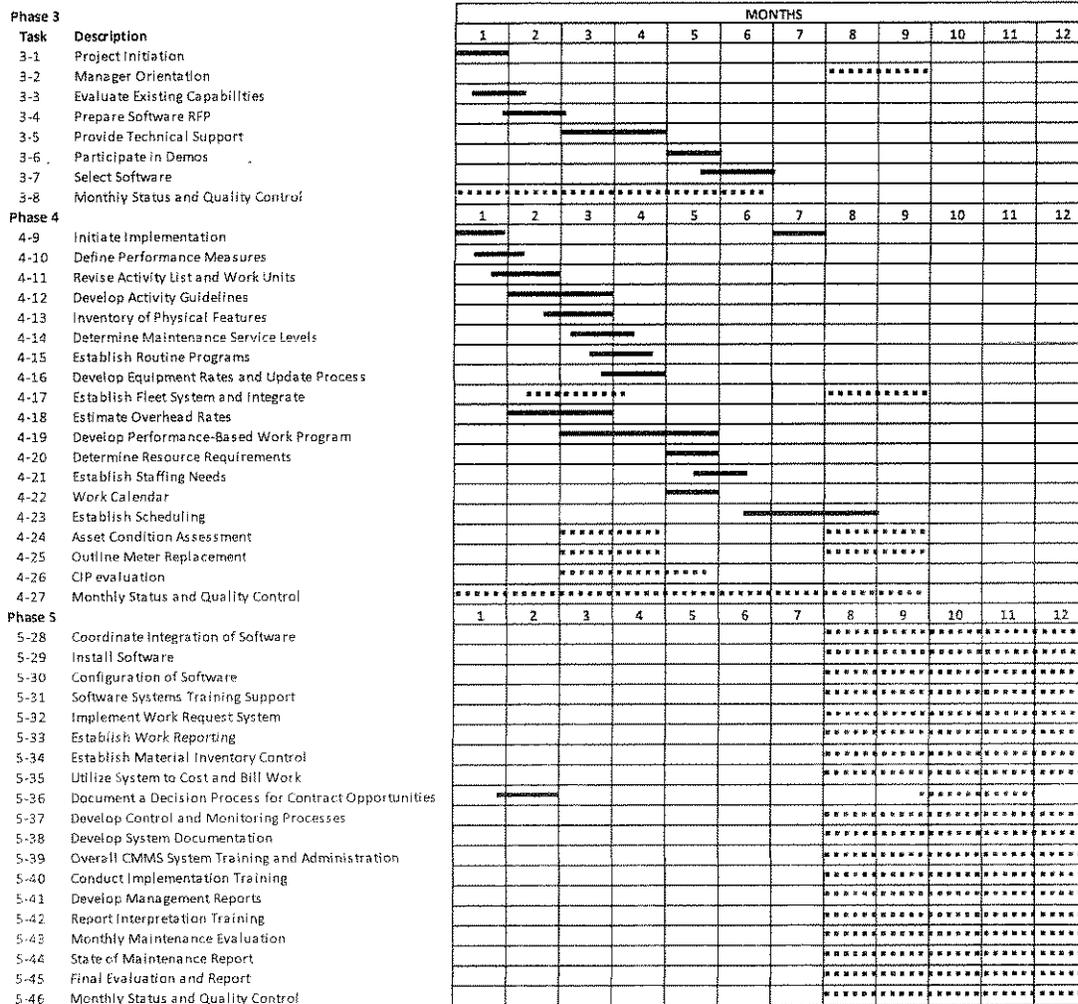
Monthly status reports will be prepared for the City. These reports will include a listing of all the project tasks with a summary status and a percent complete for each task. This effort also includes quality control and monitoring with Principal review.

End Product: A monthly status report will be provided, along with telephone support.

ESTIMATED SCHEDULE AND COST

Schedule

The schedule shown below is estimated at six (6) months for system selection and development of initial business processes with a complete employee involvement and training program. Some tasks from Phase 4 and most tasks from Phase 5 are unable to be determined until after the software is selected.



Cost

The total estimated cost of defined tasks for Public Works implementation is \$75,156 including optional tasks for a total of \$19,146 and is shown below for the forty-six (46) tasks. Undefined tasks are unable to be determined until selection of the software upon conclusion of Phase 3.

Phase 3			
Task	Description	Amount	Optional
3-1	Project Initiation	\$ 1,429	
3-2	Manager Orientation	\$ 2,286	
3-3	Evaluate Existing Capabilities	\$ 1,715	
3-4	Prepare Software RFP	\$ 3,715	
3-5	Provide Technical Support	\$ 2,858	
3-6	Participate in Demos	\$ 2,000	
3-7	Select Software	\$ 1,715	
3-8	Monthly Status and Quality Control	\$ 2,000	
Phase 4			
4-9	Initiate Implementation	\$ 1,429	
4-10	Define Performance Measures	\$ 1,429	
4-11	Revise Activity List and Work Units	\$ 2,000	
4-12	Develop Activity Guidelines	\$ 4,572	
4-13	Inventory of Physical Features	\$ 1,143	
4-14	Determine Maintenance Service Levels	\$ 1,143	
4-15	Establish Routine Programs	\$ 3,429	
4-16	Develop Equipment Rates and Update Process	\$ 1,429	
4-17	Establish Fleet System and Integrate		\$ 5,715
4-18	Estimate Overhead Rates	\$ 1,715	
4-19	Develop Performance-Based Work Program	\$ 5,715	
4-20	Determine Resource Requirements	\$ 1,429	
4-21	Establish Staffing Needs	\$ 1,143	
4-22	Work Calendar	\$ 1,143	
4-23	Establish Scheduling	\$ 5,715	
4-24	Asset Condition Assessment		\$ 4,001
4-25	Outline Meter Replacement		\$ 2,858
4-26	CIP evaluation		\$ 4,001
4-27	Monthly Status and Quality Control	\$ 4,858	
Phase 5			
5-28	Coordinate Integration of Software	Undefined	
5-29	Install Software	Undefined	
5-30	Configuration of Software	Undefined	
5-31	Software Systems Training Support	Undefined	
5-32	Implement Work Request System	Undefined	
5-33	Establish Work Reporting	Undefined	
5-34	Establish Material Inventory Control	Undefined	
5-35	Utilize System to Cost and Bill Work	Undefined	
5-36	Document a Decision Process for Contract Opportunities		\$ 2,572
5-37	Develop Control and Monitoring Processes	Undefined	
5-38	Develop System Documentation	Undefined	
5-39	Overall CMMS System Training and Administration	Undefined	
5-40	Conduct Implementation Training	Undefined	
5-41	Develop Management Reports	Undefined	
5-42	Report Interpretation Training	Undefined	
5-43	Monthly Maintenance Evaluation	Undefined	
5-44	State of Maintenance Report	Undefined	
5-45	Final Evaluation and Report	Undefined	
5-46	Monthly Status and Quality Control	Undefined	
Phase 3 Total		\$ 17,717	\$ - \$ 17,717
Phase 4 Total		\$ 38,292	\$ 16,574 \$ 54,866
Phase 5 Total		\$ -	\$ 2,572 \$ 2,572
Total All Phases		\$ 56,009	\$ 19,146 \$ 75,156

LAC is comfortable with lump sum costing on our projects because of our experience in this type of effort and knowledge of the area.



To: Mayor and City Council
From: City Manager
Meeting Date: January 22, 2013
Subject: RIVERA PARK RENOVATION PROJECT, CIP NO. 21219 –
NOTICE OF COMPLETION

Recommendation:

- 1) Accept as complete, effective January 17, 2013, work performed by Jeff Tracy, Inc. dba Land Forms Construction (LFC), on the Rivera Park Renovation Project and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
- 2) Authorize the City Manager to approve four (4) Change Orders for additional work in the amount of \$285,655.

Fiscal Impact: \$6,685,996 (Vital City Services Bond)

Discussion:

Through the Rivera Park Renovation Project, the City has upgraded the park sports fields and grounds, and has provided quality recreational facilities for residents and sports organizations. Project highlights include four baseball fields, a tee ball field, bullpens, practice batting cage, a practice football field, a concession/restroom building, shade shelters, group picnic area, and individual picnic facilities, spectator seating, and a children's playground.

At its meeting of September 27, 2011, the City Council awarded a construction contract in the amount of \$5,719,870 to Land Forms Construction for the construction of the project.

As of November 1, 2012, construction was *substantially complete*. As of January 17, 2013, the punchlist was complete which means all construction activity was finalized by this date. Work was completed per the approved plans and specifications with four (4) change orders totaling \$285,655, which represents five percent (5%) of the contract amount.

Change Order No. 1, in the amount of \$103,444, was necessary to remove existing, unforeseen 24" concrete pipe throughout the park. This change order also included various improvements including additional sidewalk, soil amendments, chain link fencing, as well as the relocation of electrical feeds to the existing monument sign.

Change Order No. 2, in the amount of \$51,551, was necessary to address improvements that were not included in the design. Work included the addition of handrails at the dugout stairs, the relocation of four (4) trees, and the slurry seal of the Shade Lane parking lot. In addition, there were extra costs related to electrical work.

Change Order No. 3, in the amount of \$63,520, addressed various improvements as a result of unforeseen field conditions, plan addendums and staff requests. These included various site structural and electrical enhancements, irrigation improvements, additional heavy duty ceiling panels, kitchen light fixtures and kitchen equipment upgrades.

Change Order No. 4, in the amount of \$67,140, addressed roof replacement over the new electrical room, structural changes to the roof covering and door to the trash enclosure, modifications to the water heater pressure relief valve piping, a roof ladder extension, and additional costs associated with landscaping.

The original contract date of April 9, 2012, was contractually extended to May 22, 2012 to account for extra work and rain delays. Regardless, the project was completed 162 days behind schedule due to contractor delays. According to the contract documents, the City may assess liquidated damages (LDs) in the amount of \$1,500 per calendar day of delay. The City may also backcharge the contractor for additional costs incurred by the City during the delays. Staff is assessing the contractor LDs as follows for a total of \$449,065:

- \$243,000 - 162 days of delay
- \$130,985 - Construction Management Services
- \$33,228 - Architectural Design Support Services
- \$41,852 - Material Testing Services

It is expected that the contractor will challenge the City to reduce the LDs. LFC has expressed interest in offering a settlement amount to avoid litigation. If a settlement is in the City's best interest, a recommendation will be made to the City Council; in the meantime the City is now able to file a "Notice of Completion" on Rivera Park.

The project is being delivered under budget, with acceptable quality and workmanship. The budget for the construction phase was \$6,685,996 which was expended as follows:

- \$5,719,870 - Construction
- \$285,655 - Change Orders
- \$389,362 - CM Services, Design Support and Concession Stand/Supplies
- \$169,073 - *Additional Professional Services Due to Delays (reimbursable via LDs)*

The sum of the unexpended budget (\$122,036) and the LDs (\$449,065) is \$571,101.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Attachment "A" – Project Site Plan
- 2) Change Order Nos. 1, 2, 3 and 4

City of Pico Rivera, Public Works Department
Contract Change Order



Date: August 15, 2012 Change Order No.: 21219.C.04 Contract No.: 11-1253

Contractor: Jeff Tracy Inc., dba Landforms Landscape Construction Account: _____

Contract Date: September 27, 2011 PO Number: 30607 Account: _____

Plan Reference: Special Provisions, Paragraph 1, Greenbook Standard Specifications

Change Order Amt: \$ 105,426.18 Extension of Contract, if warranted 0 (zero) working days

Reason for Change: Existing field conditions and City requests.

Description of Change:			
RFCO 004 (FWD R.001)	Removal of RCP Pipe	\$	31,966.14
RFCO 006 (FWD R.002)	Removal of Add'l RCP Pipe	\$	60,679.75
RFCO 014 (FWD R.006)	Scoreboard Reduced Size	\$	(1,641.14)
RFCO 013 (FWD R.008)	T-Ball Field Chain Link Fencing	\$	2,347.68
RFCO 015	Add'l Soil Amendments (Bid vs Soils Tech)	\$	6,367.18
RFCO 025 (FWD R.012)	Sidewalks between Church and Park	\$	3,258.01
RFCO 033	Relocation of Monument Sign Power Feeds	\$	2,448.56

Original Contract Amount: \$ 5,719,870.00

Total of previous authorized Change Orders: \$ (1,981.90)

New Change Order Amount: \$ 105,426.18

New Contract Amount: \$ 5,823,314.28

Contract Completion Date: (unchanged) April 20, 2012

The Changes described above are hereby authorized.

Accepted By: [Signature]
 CONTRACTOR (LAND FORMS CONSTRUCTION)

Date: 8/20/12

Prepared By: [Signature]
 CONSTRUCTION MANAGER (URS)

Date: 8-20-12

Recommended Approval By: [Signature]
 RENE GUERRERO, P.E.
 ASST. CITY ENGINEER

Date: 9/17/12

Approved By: [Signature]
 ARTURO CERVANTES, P.E.
 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

Date: 9/24/12

City of Pico Rivera, Public Works Department
Contract Change Order



Date: September 20 2012 Change Order No.: 21219.C.05r Contract No.: 11-1253
 Contractor: Jeff Tracy Inc., dba Landforms Landscape Construction Account: _____
 Contract Date: September 27 2011 PO Number: 30607 Account: _____
 Plan Reference: Special Provisions, Paragraph 1, Greenbook Standard Specifications
 Change Order Amt: \$ 69,650.72 Extension of Contract, if warranted 0 (zero) working days
 Reason for Change: Addendum 3, City Requests, Field Conditions

Description of Change:			
RFCO 021	Add Handrails at Dugout Stairs	\$	8,158.52
RFCO 032	Main Loop Line (SD21 vs 315)	\$	(4,849.96)
RFCO 036	Relocate 4 Trees per HAI	\$	1,074.57
RFCO 035 (FWD R.013)	Slurry Coat & Striping of Shade Lane Lot	\$	13,659.00
RFCO 037	Relocate conduit & cable feed to pkg lifes	\$	1,371.59
RFCO 039 (FWD R.014)	Extra Electrical Work Requested	\$	22,148.00

Original Contract Amount: \$ 5,719,870.00
 Total of previous authorized Change Orders: \$ 103,444.26
 New Change Order Amount: \$ 51,550.72
 New Contract Amount: \$ 5,874,865.00
 Contract Completion Date: (unchanged) April 20, 2012

The Changes described above are hereby authorized.

Accepted By: [Signature] Date: 10-4-12
 CONTRACTOR (LAND FORMS CONSTRUCTION)

Prepared By: [Signature] Date: 10-4-12
 CONSTRUCTION MANAGER (URS)

Recommended Approval By: [Signature] Date: 10/4/12
 RENE GUERRERO, P.E.
 ASST. CITY ENGINEER

Approved By: [Signature] Date: 10/5/12
 ARTURO CERVANTES, P.E.
 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

City of Pico Rivera, Public Works Department
Contract Change Order



Date: November 6 2012 Change Order No.: 24219.C.06 Contract No.: 11-1253

Contractor: Jeff Tracy Inc., dba Landforms Landscape Construction Account: _____

Contract Date: September 27, 2011 PO Number: 30607 Account: _____

Plan Reference: Special Provisions, Paragraph 1, Greenbook Standard Specifications

Change Order Amt: \$63,519.39 Extension of Contract, if warranted 0 (zero) working days

Reason for Change: Addendum 3 - City Requests Field Conditions

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PUBLIC WORKS

Description of Change:	RECO	FWD	Amount
001		Relocate North Construction Fence 4' south	\$ 13,254.99
009		Using Precision block instead of glaze block	\$ (1,039.83)
023r1		Additional Gate at North Fence, Bollards	\$ 2,966.87
020r1	R.009	ADDENDUM 3 - Site Structural/Electrical	\$ 2,651.26
022R1		Hand Watering	\$ 5,954.07
038r1		Add heavy duty ceiling panels in building	\$ 4,369.26
040r1		Added Survey at Trash Enclosure	\$ 1,328.28
041		Bush opening for monument sign	\$ 538.28
042r1		Added Wood Trim in New Elec Room	\$ 1,661.86
044	R.016	FRP Wall covering in Changing Room	\$ 2,895.17
045	R.015	Scorekeepers Shade Structures (purins)	\$ 13,547.70
046	R.018	Added Kitchen Light Fixtures	\$ 2,115.70
047	R.017	Power to Restroom Flush Valves	\$ 4,065.51
048	R.020	Kitchen Counter Revisions	\$ 2,661.25
049R1	R.019	Exchange Existing Broiler	\$ 1,569.54
051		Change in Water Heater Size	\$ 1,864.01
052		Run T&P to nearest floor sink	\$ 1,143.70
054		Repair Irrigation	\$ 1,887.75

Original Contract Amount: \$ 8,719,873.00

Total of previous authorized Change Orders: \$ 164,995.00

New Change Order Amount: \$ 63,519.39

New Contract Amount: \$ 8,938,367.39

Contract Completion Date: (unchanged) April 20, 2012

The Changes described above are hereby authorized.

Accepted By: [Signature]
 CONTRACTOR (LAND FORMS CONSTRUCTION)

Date: 11-8-12

Prepared By: [Signature]
 CONSTRUCTION MANAGER (URS)

Date: 11-7-12

Recommended Approval By: [Signature]
 RENE GUERRERO, P.E.
 ASST. CITY ENGINEER

Date: 11/8/12

Approved By: [Signature]
 ARTURO CERVANTES, P.E.
 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

Date: 11/13/12

City of Pico Rivera, Public Works Department
Contract Change Order



Date: January 15, 2013 Change Order No.: 21219.C.08rev3 Contract No: 11-1253

Contractor: Jeff Tracy Inc., dba Landforms Landscape Construction Account: _____

Contract Date: September 27, 2011 PO Number: 30607 Account: _____

Plan Reference: Special Provisions, Paragraph 1, Greenbook Standard Specifications

Change Order Amt: \$67,148.39 Extension: of Contract, if warranted 0 working days

Reason for Change: Field Conditions, City Requests, Plan Revisions

Description of Change	RFCG	FWD	Description	Cost
	041		Correction to amount in C.D6	\$ 50.00
	053r1	R.021	Electrical Room Roof	\$ 3,161.06
	073	R.022	Trash Enclosure Roof Framing	\$ 3,154.96
	077	R.023	Water Heater Pressure Relief Valve Piping	\$ 1,561.50
	078	R.024	Roof Ladder Extension	\$ 2,279.52
	055		Horizontal supports at Scorekeepers	\$ 19,180.42
	079	R.025	Plant Replacement	\$ 3,000.00
	024		Addd Sod @ Ball Fields	\$ 5,424.48
	016r		Addl Soil Amendments	\$ 12,772.97
	017r2		Extended maintenance on ball fields	\$ 8,367.33
	043		Building Block	\$ 671.09
	075		Paving	\$ 5,057.07
	080	R.026	Trash Enclosure Door	\$ 2,120.00

Original Contract Amount: \$ 5,719,870.00

Total of previous authorized Change Orders: \$ 218,514.39

New Change Order Amount: \$ 67,148.39

New Contract Amount: \$ 6,005,524.78

Contract Completion Date: Unchanged from May 22, 2012

The Changes described above are hereby authorized.

Accepted By: [Signature]
 CONTRACTOR (LAND FORMS CONSTRUCTION)

Date: 1-17-13

Prepared By: [Signature] URS
 CONSTRUCTION MANAGER (URS)

Date: 1-17-13

Recommended Approval By: [Signature]
 RENE GUERRERO, P.E.
 ASST. CITY ENGINEER

Date: 1/17/13

Approved By: [Signature]
 ARTURO CERVANTES, P.E.
 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

Date: 1/17/13



To: Mayor and City Council

From: City Manager

Meeting Date: January 22, 2013

Subject: CONSIDERATION OF WITHDRAWAL FROM LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE DISTRICT AND COMMENCEMENT OF THE CITY'S DIRECT OPERATION AND MAINTENANCE OF THE SEWER SYSTEM

Recommendation:

Adopt a Resolution requesting withdrawal of the City of Pico Rivera from the Consolidated Sewer Maintenance District of the County of Los Angeles (CSMD) and authorize the Mayor, and/or the City Manager to sign all documents.

Fiscal Impact: None. By the City taking over the City's portion of the CSMD, the annual assessments collected will be remitted to the City of Pico Rivera. The current 2012/13 assessment for 13,790 parcels is \$875,404. A single family residential property currently is assessed \$44.50 annually. The amount will increase \$3 per year over the next 2 fiscal years since the CSMD approved a \$10 assessment increase over a 3-year period which began with the 2012/2013 assessments. The 2013/14 assessment is estimated at \$940,000.

Discussion:

Shortly after the incorporation of the City of Pico Rivera in 1958, the City determined that it did not have the financial or staffing capability to operate and maintain the City owned sewer collection system. This service has therefore been provided by the CSMD, a special district governed by the Los Angeles County Board of Supervisors and staffed by the Los Angeles County Department of Public Works. The City, however, retained its ownership rights to these facilities and to any facilities that would be constructed and accepted in the future as out lined in Resolution No. 87 (See Enclosure 2).

The CSMD assesses all properties in the District a service charge to fund its operation and maintenance of the sewer system. The fee is in the form of a direct assessment and is collected on the property tax bill. Currently, single-family residences are each assessed \$44.50 per year to CSMD on the Los Angeles County Tax rolls. The CSMD does not set aside a portion of fees that it collects for major replacement of failed sewer systems. Funds can be spent on operation, maintenance, and replacement of sewer mains in poor condition within the City's sewer system.

Staff's proposal is the CSMD responsibilities be taken over by the City to manage the immediate and long term maintenance and operation of the sewer system. There are several benefits. By taking control of the sewer district, this would allow the City to effectively plan for sewer maintenance and construction projects on a local level. Response time for sewer maintenance services could be improved by bringing the control to the local level rather than the CSMD. This would also help the City to perform sewer cleaning more efficiently by identifying the critical areas of the system that need

COUNCIL AGENDA REPORT – MTG. OF 01/22/13
CONSIDERATION OF WITHDRAWAL FROM LOS ANGELES COUNTY CSMD AND
COMMENCEMENT OF THE CITY'S DIRECT OPERATION AND MAINTENANCE OF THE
SEWER SYSTEM

Page 2 of 2

cleaning more often and reducing the overall cleaning cycle from current five years to three years in the future, thus, minimizing the potential for sewer overflow.

By managing the sewer district, the City would also manage the revenue as follows:

Summary of Estimated Annual Revenue and Operating Costs:

A. Revenue (2013/2014):	\$940,000
B. Costs:	*\$590,000
C. Reserves/Capital Improvements:	\$350,000

* Cost may include Administration (\$190,000), Cleaning and Inspection (\$200,000), Lift Station Maintenance (\$100,000) and Engineering Support (\$100,000).

By adopting the Resolution, staff will initiate proceedings for withdrawal from the CSMD and prepare to undertake the operation and maintenance of the City sewer system beginning July 1, 2013. This will give the staff adequate time to solicit bids from third party operators to perform the sewer maintenance services.

Regulatory Requirements - By adopting the Resolution, staff will be better positioned to address new sewer discharge requirements from the State Water Resources Control Board.

In the past decade, several major sewage spills Statewide raised the issue of whether maintenance and operations of sewer systems are sufficiently adequate to avoid environmental and property damage resulting from poor maintenance. It became apparent to regulators that no overarching regulations governed sanitary sewer systems. On May 2, 2006, the California State Water Resources Control Board (SWRCB) adopted statewide Waste Discharge Requirements for Sanitary Sewer Systems. These regulations, for the first time, held owners and operators accountable by way of Sewer System Management Plan and other requirements.

The City completed a Sanitary Sewer Master Plan in 2010. This plan outlined the current conditions of the sewers and the need for capital improvements throughout the City. The Master Plan identified a number of deficiencies within the existing sewer system such as line collapses, inadequate capacity in some areas, insufficient flow velocity, and aging pipes. The Sewer Maintenance District can address capital improvements identified in the Sanitary Sewer Master Plan.



Ronald Bates

RRB:AC:AA:lg

Enc.

- 1) Resolution
- 2) Resolution No. 87 Adopted 1958
- 3) Letter of Intent to withdraw from CSMD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING WITHDRAWAL OF THE TERRITORY KNOWN AS THE CITY OF PICO RIVERA FROM THE CONSOLIDATED SEWER MAINTENANCE DISTRICT OF THE COUNTY OF LOS ANGELES

WHEREAS, the Consolidated Sewer Maintenance District of the County of Los Angeles (“District”) was formed by and under the jurisdiction of the Board of Supervisors of the County of Los Angeles pursuant to the provisions of Part 3, Division 7 of the California Streets and Highways Code; and

WHEREAS, the City of Pico Rivera by its Resolution No. 87 has previously authorized inclusion of certain territories then and thereafter to the Consolidated Sewer Maintenance District of Los Angeles to be responsible for the maintaining of local and lateral sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code or Chapter 26, Part 3, Division 7, of the Streets and Highways Code, as amended, of the State of California; and

WHEREAS, Section 5853 of the California Streets and Highways Code provides that if a portion of a district, formed pursuant to Part 3, Division 7, of the California Streets and Highways Code, is included within a City by reason of incorporation, annexation, or otherwise, such portion shall continue to remain part of the District until a copy of a resolution adopted by the City requesting exclusion of such territory from the District is received by the Board of Supervisors; and

WHEREAS, Section 5853 of the California Streets and Highways Code provides that upon the withdrawal of any territory of a District, all property acquired for the District and all unencumbered funds on the date of withdrawal, including all taxes levied and collected by the District in any year in which taxes are levied and collected by the District after the date of withdrawal on property withdrawn from the District, shall be divided between the City and the remaining District in proportion to the assessed value of the real property of the territory so withdrawn and the portion remaining. The unencumbered funds are the sum of money, uncollected taxes, and other uncollected amounts belonging to or due such District, in excess of an amount sufficient to pay all claims and accounts against the District; and

WHEREAS, Section 4926 of the California Health and Safety Code provides that such exclusion of such territory from the District shall not be effective until all outstanding contracts of the District have expired or the contracts, with the consent of the parties, have been modified or canceled so as to relieve the District of further obligation to pay for future maintenance in the affected territory.

THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to Section 5853 in Part 3, Division 7, of the California Streets and Highways Code, the City Council requests that the Board of Supervisors of the County of Los Angeles exclude the area within the boundaries of the City of Pico Rivera from the Consolidated Sewer Maintenance District of the County of Los Angeles.

SECTION 2. The City Council hereby requests the Board of Supervisors of the County of Los Angeles to authorize the division of all property, unencumbered funds and assets of the

Consolidated Sewer Maintenance District of the County of Los Angeles between the City of Pico Rivera and the remaining portion of said District in proportion to the assessed value of the real property of the territory withdrawn from said District to the portion of said District remaining.

SECTION 3. To the extent there are outstanding contracts by which the District must pay for future maintenance in the affected territory, the City Council hereby agrees to modify or cancel such contracts so as to relieve the District of further obligations to pay for future maintenance in the affected territory.

SECTION 4. The City Council hereby requests the Board of Supervisors of the County of Los Angeles to order the Consolidated Sewer Maintenance District of the County of Los Angeles to pay all sewer maintenance costs incurred within the City of Pico Rivera until July 1, 2013 or until the effective date of the jurisdictional change, whichever is later.

SECTION 5. This resolution shall take effect immediately.

SECTION 6. That the City Clerk of the City of Pico Rivera shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this _____ day of _____, 2013.

Gustavo V. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NUMBER 87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PICO RIVERA

GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS
ANGELES FOR THE INCLUSION OF THE ENTIRETY OF THE CITY OF
PICO RIVERA

WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

WHEREAS, portions of the City of Pico Rivera are already included in a County sewer maintenance district; and

WHEREAS, additional sewers have been or are scheduled to be constructed within the City; and

WHEREAS, the City does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that the entire City of Pico Rivera be included in a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

Section 1. That the public interest and convenience require the inclusion of all territory within the boundaries of the City of Pico Rivera in a County sewer maintenance district formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section ⁴⁸⁹⁵~~4896~~ of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the City of Pico Rivera, hereby consents to the inclusion of all of said City territory within a County sewer maintenance district, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same.

Section 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request or require the immediate inclusion of all territory within the City of _____ in a County sewer maintenance district, but only to request the immediate inclusion of areas that are now served by sewers, or that are assured of having sewers in the near future. Additional served areas may be included in a sewer maintenance district by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council.

Section 4. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

APPROVED AND ADOPTED this 2nd day of May, 1958.

Oslyn L. Culp
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Pico Rivera at a regular meeting thereof held on the 2nd day of May, 1958, by the following vote of the Council:

Ayes: Councilmen: Benell, Culp, Davis, Diaz,
Manning

Noes: Councilmen: None

Absent: Councilmen: None

F. D. Aleshire
F. D. Aleshire-City Clerk

January 23, 2013

Gloria Molina
Supervisor 1st District
Los Angeles County Board of Supervisors
856 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

RE: Letter of Intent to Withdraw from the Consolidated Sewer Maintenance District (CSMD)

Dear Supervisor Molina:

The City of Pico Rivera hereby requests that the Board of Supervisors excludes the City of Pico Rivera from the Los Angeles County Consolidated Sewer Maintenance District effective July 1, 2013. Pursuant to California Streets and Highways Code section 5853, please see the attached copy of the Resolution adopted by the City of Pico Rivera requesting withdrawal from the Consolidated Sewer Maintenance District and the Accumulative Capital Outlay (ACO) Fund Program.

As you are aware, the County has provided sewer maintenance services to the City of Pico Rivera since the City's incorporation in 1958. For various reasons, including the California State Water Resources Control Board's May 2, 2006 decision that owners and operators of sanitary sewer collection systems will henceforth be regulated by thorough "Waste Discharge Requirements" (WDR's), the City of Pico Rivera has decided to bring sewer maintenance and related services for the collection system in-house. Therefore, Pico Rivera is presently proceeding with the formation of its own sewer maintenance enterprise which will provide the operation and maintenance of the City's sewer system. The City will have its enterprise operation in place and operational by July 1, 2013.

Should you have any further questions regarding this matter, please contact me at (562) 801-4371, or Arturo Cervantes, Director of Public Works/City Engineer at (562) 801-4225.

Sincerely,

Gustavo V. Camacho
Mayor

Enc.: Resolution of the City Council of the City of Pico Rivera, California, Requesting Withdrawal of the Territory Known as the City of Pico Rivera from the Consolidated Sewer Maintenance District of the County of Los Angeles

cc: Los Angeles County Board of Supervisors
Gail Farber, Director, County of Los Angeles Department of Public Works