

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

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

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

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

**TUESDAY, FEBRUARY 19, 2013 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Leon

**PLEDGE OF ALLEGIANCE**

Claude McFerguson,  
Director of Transportation

**INVOCATION**

Councilmember/Board Member Robles

**ROLL CALL**

City Clerk/Secretary Olivieri

**APPEARANCES AND PRESENTATIONS**

1. Commendation – Honoring David Hill In Recognition of His Service to City of Commerce as Interim Director of Human Resources

At the request of Mayor Leon, the **City Council** will present a Commendation to David Hill in recognition of the service he provided to the City while serving in the capacity of Interim Director of Human Resources.

**PUBLIC COMMENT**

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

the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

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

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

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

### **CONSENT CALENDAR**

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

#### **2. Approval of Minutes**

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Concurrent Adjourned Regular Meetings of Tuesday, January 22, 2013, held at 6:30 p.m.; Adjourned Regular Meeting of Wednesday, January 23, 2013, held at 4:00 p.m. [Council only]; Adjourned Regular Meeting of Tuesday, January 29, 2013, held at 4:00 p.m. [Council only]; Concurrent Adjourned Regular Meetings of Tuesday, February 5, 2013, held at 5:00 p.m. and Concurrent Regular Meetings of Tuesday, February 5, 2013, held at 6:30 p.m.

#### **3. Approval of Warrant Register No. 16**

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers Nos. 16A, dated February 19, 2013, and No. 16B, for the period February 6, 2013, to February 14, 2013.

#### **4. Request for Proposal to Conduct Organizational Assessment of Community Development Department**

The **City Council** will consider, and provide appropriate direction as deemed necessary with respect to, approving a request to issue a Request for Proposal to conduct an organizational assessment of the Community Development Department.

#### **5. Approval of 2013 City of Commerce Civic and Service Organizations**

The **City Council** will consider for approval the 2013 City of Commerce Civic and Service Organizations as recommended by the Parks & Recreation Commission.

#### **6. A Resolution of the City Council of the City of Commerce, California, Approving and Ratifying a Master Agreement Between the City of Commerce Public Library and SirsiDynix**

The **City Council** will consider for approval and adoption a proposed Resolution approving and ratifying the Master Agreement Between City of Commerce Public Library and SirsiDynix for cloud hosting and maintenance of the Library's Integrated Library System (ILS). Hosting the ILS in the cloud eliminates the need for future hardware replacement costs

over the next seven years and ensures that the Department's mission-critical service remains backed up, secure and online.

7. A Resolution of the City Council of the City of Commerce, California, Authorizing City Staff to Apply for Grant Funding for Capital and Operating Assistance on Behalf of the City of Commerce for Fiscal Year 2012-2013

The **City Council** will consider for approval and adoption a proposed Resolution authorizing City staff to apply for grant funding for Capital and Operating Assistance on behalf of the City for fiscal year 2012-2013. The City of Commerce submits Public Transportation Claims to Metro on an annual basis for capital and operating funds. Claims must include a Governing Body Authorization in which the claimant's governing body authorizes the claim and approves the basic purpose for which it is being filed.

**PUBLIC HEARINGS**

8. Public Hearing – Abatement of Noxious or Dangerous Weeds – Hearing of Protests

The City Council declared, by approving Resolution No. 13-13 on February 5, 2013, that weeds, brush, rubbish and refuse upon or in front of specified properties in the City are a seasonal and recurrent public nuisance and further declared its intention to provide for the abatement of said nuisance.

This public hearing is held annually to allow those property owners affected by the Los Angeles County Agricultural Commissioner/Director of Weights and Measures' weed abatement program to protest the inclusion of their properties within the program.

Following the public hearing, the **City Council** will consider for approval the Abatement Order directing the Los Angeles County Agricultural Commissioner/Director of Weights and Measures to abate the public nuisance as outlined above.

**SCHEDULED MATTERS**

9. Second Annual Relay for Life Commerce

This item was scheduled at the request of Mayor Pro Tem Baca Del Rio, who requested an opportunity to utilize the live cable television broadcast to publicize the upcoming Second Annual Relay for Life Commerce event on April 6 and 7, 2013, at Veterans Memorial Park.

The **City Council** will further consider, and provide appropriate direction as may be deemed necessary with respect to, available promotional opportunities for the event.

10. Feasibility of the PLUS Resident Activity Card

At the request of Mayor Pro Tempore Baca Del Rio, the **City Council** will receive a report on, and provide appropriate direction as may be deemed necessary with respect to, the feasibility of the PLUS Resident Activity Card. The report will focus specifically on the benefits and use of the Plus Card.

11. Annual City of Commerce Employees' Service Awards Recognition

At the request of Mayor Pro Tempore Baca Del Rio, the **City Council** will consider approving that the Councilmembers, City Administrator and

Department Directors serve as the food servers at the Annual City of Commerce Employees' Service Awards Recognition luncheon on February 28, 2013. The **City Council** will also consider for approval recognizing, individually, award recipients with 20 years or more of service at the March 19, 2013, regular City Council meeting.

**ORDINANCES AND RESOLUTIONS**

**CIP PROGRESS REPORT**

**12. Fiscal Year 2012/2013 Capital Improvement Program Update**

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

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

**RECESS TO CLOSED SESSION – No Items**

**ADJOURNMENT**

Adjourn in memory of James Groves, longtime Commerce resident; Tillie Chacon, former Commerce resident and mother of retired City employee Yolanda Gallardo, and Gerardo "Lalo" Valdez, brother of City employee Albert Valdez.

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



# AGENDA REPORT

MEETING DATE: February 19, 2013

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** COMMENDATION – HONORING DAVID HILL FOR HIS SERVICE TO THE CITY OF COMMERCE AS INTERIM HUMAN RESOURCES DIRECTOR

**RECOMMENDATION:**

Approve the Commendation.

**MOTION:**

Move to approve the recommendation.

**ANALYSIS:**

At the request of Mayor Leon, the City Council will consider for approval a Commendation honoring David Hill, Interim Human Resources Director. The Commendation will be presented to Mr. Hill at the City Council meeting on February 19<sup>th</sup> 2013.

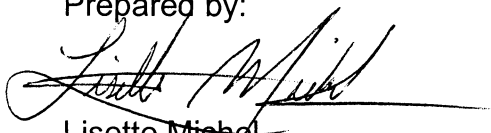
**FISCAL IMPACT:**

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

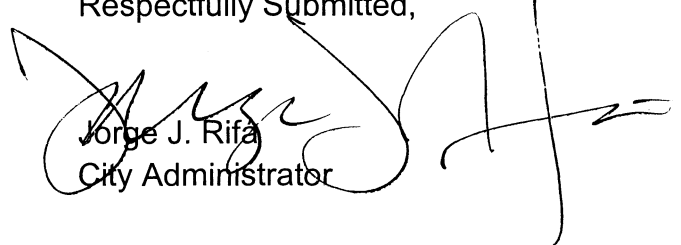
**RELATIONSHIP TO STRATEGIC GOALS:**

This item does not relate to a specific goal.

Prepared by:

  
Lisette Michel  
Senior Human Resources Analyst

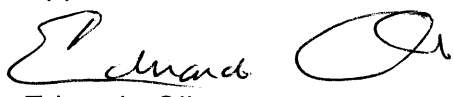
Respectfully Submitted,

  
Jorge J. Rifa  
City Administrator

Fiscal Impact Reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney



COMMENDATION OF THE CITY COUNCIL  
OF THE CITY OF COMMERCE  
HONORING  
**DAVID HILL**  
FOR HIS INVALUABLE AND DEDICATED SERVICE  
TO THE CITY OF COMMERCE

*WHEREAS, David Hill is an icon in the field of municipal human resources, having dedicated 40 years to his career which culminated when he retired from the City of Anaheim as the Human Resources Director in 2006; and*

*WHEREAS, David Hill holds impressive academic credentials, having earned a Bachelor's Degree in Political Science from the University of California, Los Angeles and a Master's Degree in Public Administration and Human Resources from the University of Southern California; and*

*WHEREAS, David Hill is a published author having written Chapter 8 of "Leadership Secrets of Local Government Human Resource Officials," which was published by the International Public Management Association for Human Resources (IPMA-HR); and*

*WHEREAS, David Hill, based on his sterling reputation, was urged by the IPMA-HR to come out of retirement to join a group of stalwart volunteers in a successful effort to restore integrity to the City of Bell in the wake of a scandal that made National news headlines; and*

*WHEREAS, David Hill, came to the aid of the City of Commerce as the Interim Director of Human Resources and brought much needed expertise to the City, causing staff and City Council to unsuccessfully lobby him to stay on in a permanent capacity; and*

*WHEREAS, David Hill, in the span of a mere six months, mentored the City's Human Resources Team, made sensible and needed updates to policies and procedures, advanced the Department's Strategic Goals, and strengthened the relationship between management and AFSCME, the City employees' union; and*

*WHEREAS, David Hill's immense impact on the City of Commerce in such a short period of time is representative of the expansive knowledge, passion and unparalleled experience he brings to his profession:*

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE COMMENDS DAVID HILL FOR HIS INVALUABLE AND DEDICATED SERVICE TO THE CITY OF COMMERCE. WE WISH HIM WELL IN ALL OF HIS ENDEAVORS AND ONLY REGRET THAT WE COULD NOT CONVINCE HIM TO STAY WITH US LONGER. WE THANK HIM FOR HIS WORK IN THE CITY OF COMMERCE.**

Dated this 19th day of February 2013.

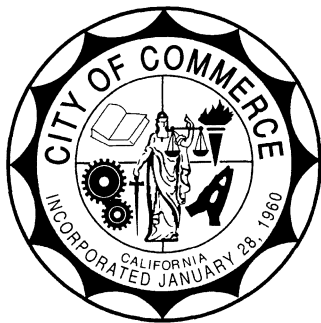
ATTEST:

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

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







# AGENDA REPORT

MEETING DATE: FEBRUARY 19, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** REQUEST FOR PROPOSAL TO CONDUCT AN ORGANIZATIONAL ASSESSMENT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

**RECOMMENDATION:**

City staff is requesting approval to issue a Request for Proposal to conduct an Organizational Assessment of the Community Development Department.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

As part of the strategic planning process, City Council requested staff to consider an organizational assessment of the entire City organization. Initially a Request for Proposal was proposed with the emphasis on evaluating the effectiveness and efficiency of all current services. However, the elimination of Redevelopment as an economic development tool in early 2012, the approval of a half-cent local sales tax in November 2012 as a potential new tool for economic development, and the impact these events will continue to have on the dialogue concerning the mission of the Community Development Department led staff to recommend initially focusing on the Community Development Department even through these uncertain financial times.

With Measure AA, the City is preparing to implement improved maintenance of facilities and is prioritizing new capital improvement projects. The time is right to select the Community Development Department as the first Department to have an organizational assessment.

**ANALYSIS:**

The focus of the organizational assessment will be to evaluate the changing mission of the Community Development Department based upon input from the City Council, City Administrator, and department personnel. This initiative will be led and coordinated by the Human Resources Department.

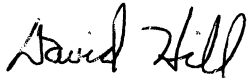
**FISCAL IMPACT:**

A contract with the recommended consultant will require expenditure of funds on a one time basis. It is expected that some savings on an ongoing basis will be identified as the result of the implementation of this organizational assessment. In addition, it is recommended that an appropriation from the contingency fund be made when the consultant is selected and the specific scope of services approved.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

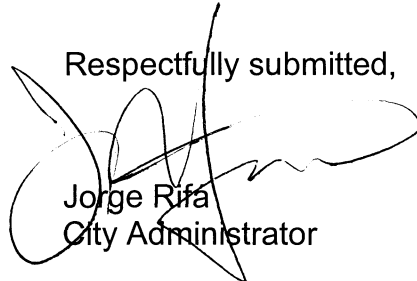
Approval to issue a Request for Proposal to Conduct an Organizational Assessment of the Community Development Department is related to the City Council's goal to grow revenues to ensure that all expenses are being met so that we can remain fiscally responsible and continue to provide services to the residents. This recommendation is driven by the Council's strategic planning process.

Prepared by:



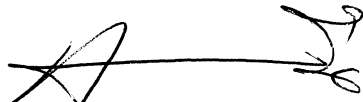
David Hill  
Interim Director of Human Resources

Respectfully submitted,



Jorge Rifa  
City Administrator

Fiscal Impact Reviewed by:



Vilko Domic  
Director of Finance/City Treasurer

Approved as to Form:



Eduardo Olivo  
City Attorney



# AGENDA REPORT

Meeting date: February 19, 2013

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** Approval of 2013 Civic/Service Organization Renewal

**RECOMMENDATION:**

Approve Civic and Service Organizations of the City of Commerce for the year 2013, as recommended by the Parks & Recreation Commission on February 7, 2013.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

The City of Commerce confers civic and service organization status to organizations that meet the established criteria. Officially recognized civic and service organizations are entitled to privileges bestowed upon them by the City, to assist the organizations in achieving their goals and objectives and service to Commerce residents.

Each November, civic and service organizations apply for review by the Parks and Recreation Commission. Upon completion of the review process, the Commission's recommendation is forwarded to the City Council for final approval.

The criteria to become a civic or service organization is as follows:

- A. Civic and Service organizations must be located in the City of Commerce.
- B. Each organization must submit the required paperwork, which includes, 1) a current registration form, 2) current bylaws, and 3) a complete roster of all members. In even numbered years (such as 2012), *renewing* organizations are only required to submit an updated Officer Listing Form. *New* organizations applying for civic or service organization status must submit all paperwork.
- C. Civic Organizations Only- must demonstrate a minimum of 51% residents in membership and all officers must be residents.
- D. New organizations that are approved by the City Council will be placed on probationary status for a period of 12-months, during which time they must provide quarterly reports to the Department of Parks and Recreation.

The benefits of being a recognized civic or service organization are as follows:

- A. Transportation- Civic and service organizations may use one bus per year, with a maximum mileage per trip of 220 miles.
- B. Printing – The city will assist in printing membership books, with exceptional costs charged to the organization.

- C. Use of Facilities- organizations may reserve meeting rooms, ball fields, and picnic areas, free of charge, on a first come, first served basis.

**ANALYSIS:**

The following civic and service organizations have submitted their applications for renewal, are in good standing, and have been recommended for renewal by the Parks and Recreation Commission, at its February 7, 2013 meeting:

Civic Organizations

- Asamblea Un Nuevo Comienzo
- Auld Lang Syne Club
- Boy Scout Troop #473
- Commerce Aquatics Booster Club
- Commerce Evening Lions Club
- Commerce Garden Club
- Commerce Senior Citizens Club
- Commerce Sister City Association
- Commerce Social Club
- Cub Scout Pack #473
- Model City Democratic Club of Commerce
- New Life Family Church
- St. Marcellinus Altar Society
- St. Marcellinus Holy Name Society
- Society of Our Lady of Guadalupe of St, Marcellinus Parish
- United Family of Bristow Park

Service Organizations

- American G.I. Forum
- First Baptist Church of Commerce
- Girl Scouts of Greater Los Angeles
- Organization for the Physically Impaired
- St. Marcellinus Confraternity of Christian Doctrine (C.C.D)
- Woman's Club of Rosewood Park

The following two civic organizations have submitted their applications as new organizations, all paperwork submitted, and have been recommended by the Parks and Recreation Commission, at its February 7, 2013 meeting:

- Divina Misericordia
- Sociedad de San Vicente de Paul – St. Marcellinus

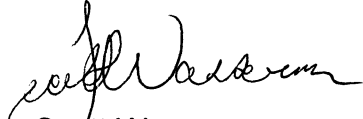
**FISCAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC GOALS:**

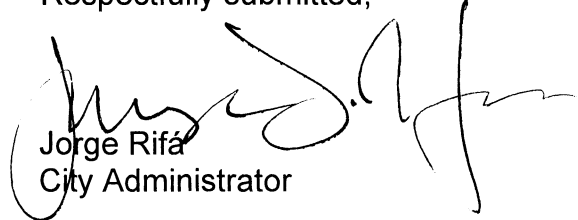
This agenda item relates to Strategic Goal #1: Develop Citywide Plan to enhance and maintain the City of Commerce environment and infrastructure to create livability and quality of life for those who life, work and play in the community.

Recommended by:



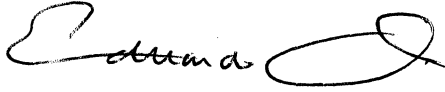
Scott Wasserman  
Director of Parks and Recreation

Respectfully submitted,



Jorge Rifa  
City Administrator

Approved as to Form:



Eduardo Olivo  
City Attorney





# AGENDA REPORT

**MEETING DATE:** February 19, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AND RATIFYING A MASTER AGREEMENT BETWEEN THE CITY OF COMMERCE PUBLIC LIBRARY AND SIRSIDYNIX

**RECOMMENDATION:**

Move to approve and adopt the Resolution approving and ratifying a master agreement between the City and SirsiDynix for cloud hosting and maintenance of the Library's Integrated Library System (ILS) and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

In September 2005, the City Council approved the Library's Capital Improvement project to acquire a new Integrated Library System (ILS) with SirsiDynix. The SirsiDynix Symphony ILS went live on February 21, 2008, and included the purchase of server hardware to host the software locally and annual maintenance. Information Technology and Library staff anticipate server replacement costs in the near future and pursued a cloud hosting solution with SirsiDynix in order to save costs. By hosting the ILS in the cloud we eliminate the need for future hardware replacement costs over the next seven years and ensure that our library system is updated with the most current software and database. After working with the SirsiDynix sales person, the agreed upon price will save a minimum of \$1,570 in the first year from the allocated maintenance budget as well as additional savings year-to-year by capping the annual maintenance increase at 3% for the next seven years.

**ANALYSIS:**

The Library staff, in cooperation with the City's Information Technology staff, determined they would like to migrate the integrated library system service to a cloud hosting environment to ensure the system continues to be updated and supported by SirsiDynix and to ensure the library's mission-critical service remains backed up, secure and online. Most services will be hosted on the cloud with the exception of the online catalog and the phone notification service.

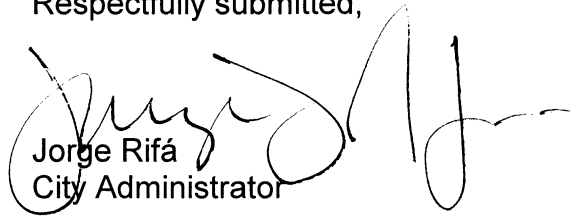
**FISCAL IMPACT:**

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity is budgeted from the FY 2012/2013 Information Technology Budget.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

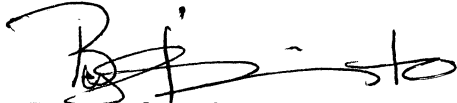
The issue before the Council is applicable to the following Council's strategic goal: "Protect and Enhance Quality of Life in the City of Commerce."

Respectfully submitted,



Jorge Rifá  
City Administrator

Recommended by:




Beatriz Sarmiento  
Director of Library Services

Reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING AND RATIFYING A MASTER AGREEMENT BETWEEN  
THE CITY OF COMMERCE PUBLIC LIBRARY AND SIRSIDYNIX

WHEREAS, City staff negotiated an agreement with SirsiDynix for software required to integrate the City library's integrated service system to a cloud hosting environment ("Agreement"); and

WHEREAS, the City was required to process the agreement and submit it by January 25, 2013; and

WHEREAS, after consultation with the City Attorney, the City's IT Manager, Al Vela executed the Agreement on behalf of the City; and

WHEREAS, the City Attorney has advised that the Agreement must now be approved and ratified by the City Council.

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

Section 1. The Master Agreement between the City of Commerce and SirsiDynix, is hereby approved and ratified. The IT Manager's execution of the Agreement, for and on behalf of the City of Commerce, is also hereby approved and ratified.

PASSED, APPROVED and ADOPTED this 19<sup>th</sup> day of February, 2013.

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

ATTEST:

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



# MASTER AGREEMENT BETWEEN CITY OF COMMERCE PUBLIC LIBRARY AND SIRSIDYNIX

**1. PURPOSE AND SCOPE**

**1.1 Parties.** This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer").

**1.2 Included Documents.** The following are Included Documents:

Quote # 56262

This Master Agreement shall fully incorporate by reference the terms and conditions found in the Included Documents. This Master Agreement shall also incorporate by reference the future purchase of any Product by Customer as a result of any Quote, invoice or purchase order.

**1.3 Product, Price and Other Terms.** The terms for the purchase of a specific Product, such as the Product description, the price and the term are set forth in the Quote.

**1.4 Effective Date.** The Effective Date of this Master Agreement shall be as defined in Exhibit A.

**1.5 Purchase of Products.** Customer desires to purchase Products from SirsiDynix as set forth in the Quote. Such purchase and future purchases of Products by Customer shall be governed by this Master Agreement. By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote for Products purchased by Customer.

**1.6 EULAs.** Customer's use of any Third Party Software licensed hereunder or incorporated in the Products shall be subject to, and Customer shall sign and comply with, any applicable EULAs. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. Customer shall use the Third Party Software solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Software than it has to the SirsiDynix Software. Customer's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software is made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

**2. LICENSE, GRANT OF USE AND/OR TITLE**

**2.1 Generally.** Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased, whether purchased under the Quote referenced in Section 1.2 or by a future purchase incorporated into this Master Agreement. The provisions of

this Section 2 apply only to the extent relevant to the Products actually purchased by Customer.

**2.2.1 Software License.** For Software purchased by Customer, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual license to (i) install, run and use the Software in the Operating Environment solely for Customer's own business operations, and (ii) use the Documentation in connection with such use of the Software. Customer may not make additional copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon

request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Updates to the SirsiDynix Software that SirsiDynix has made available to Customer and the Software is operated in the Operating Environment. SirsiDynix warrants that it is an authorized distributor of the Third Party Software and that with the execution of this Schedule and the applicable EULA, Customer will have the right to use such Software in accordance with the terms and conditions of the applicable EULA. SirsiDynix makes no other warranty with respect to any Third Party Software.

**2.3.1 Subscription Grant of Use.** For Subscriptions purchased by Customer, SirsiDynix grants to Customer the right to access and use the Subscription solely for Customer's business purposes for the Term. **2.3.2** The Term for Subscriptions commences on the Go Live Date. Subscriptions shall automatically renew for the same length as the initial Term unless Customer gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription. **2.3.3** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.4** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.5** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.6**

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The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms.

**2.4.1 Services.** For Services purchased by Customer, SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing access to SirsiDynix through any security measures. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

**2.5.1 Maintenance.** For certain Products purchased by Customer, Customer may purchase the Service of Maintenance. For Maintenance purchased by Customer, SirsiDynix shall provide or arrange for such Maintenance as identified in Exhibit A; provided however that with respect to Third Party Software, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. **2.5.2** The Term for Maintenance commences on the Go Live Date. Maintenance shall automatically renew for the same length as the initial Term unless Customer gives written notice 60 days prior to the end of any previous Term of its intention to terminate. **2.5.3** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.4** For Maintenance, Customer agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment.

**2.6.1 Hardware.** If Customer's purchase of Products includes Hardware, title to the Hardware shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available Maintenance associated with such Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to the Hardware. Customer's sole remedy with respect to such Hardware shall be pursuant to the manufacturer's warranty, if any.

**2.7 License Metrics.** The foregoing license or grant of use is limited to License Metrics set forth in the Quote, which License Metrics at all times shall be the responsibility of Customer. Customer may not use the Products in excess of License Metrics specified in Quote, and Customer shall be liable for excess usage. Additional License Metrics may be purchased at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage.

**2.8 Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by SirsiDynix and its third party providers.

Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions are subscribed to and not sold; (ii) Customer acquires only the right to use the Software and Subscriptions. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Software, Subscriptions, Services and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Software and Subscriptions, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Software and Subscriptions consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Software and Subscriptions, as set forth in this Master Agreement.

**2.9 Restrictions.** Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may to grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials, by SirsiDynix; (v) modify, adapt, translate or otherwise make any changes to the Software or Content or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**2.10 Customer Data.** SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate non-personally identifiable data from the Customer Data and shall retain ownership of such aggregated data.

**2.11 License Grant by Customer.** Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Agreement.

**2.12 Enforcement.** Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Agreement.

**3. FINANCIAL TERMS**

**3.1.1 Fees and Payment Terms.** The Customer shall pay the amounts set forth in the Quote. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or

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payable for Software, Subscriptions and Hardware are not contingent upon the performance of any Services.

**3.2 Taxes.** Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

**4. CONFIDENTIALITY**

**4.1 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.2 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

**5. PRIVACY**

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

**6. INDEMNIFICATION**

**6.1.1 By SirsiDynix.** SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software or SirsiDynix Subscriptions (excluding Content and Third Party Software) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SirsiDynix Subscription or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software, (ii) Third Party Software and/or Content, or (iii) the combination, operation or use of the SirsiDynix

Software or SirsiDynix Subscriptions with software or data not provided under the Master Agreement. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software or SirsiDynix Subscriptions in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing Product; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected Product. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**6.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; or (ii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

**7. REMEDIES.**

**7.1** If a SirsiDynix Product does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Product and Customer will be entitled to an equitable adjustment in the fees paid for the affected Product at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

**7.2 Exclusions.** SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the Products by anyone other than SirsiDynix; (ii) the combination, operation or use of the Products with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected versions of the Products made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Product operating procedures described in the Documentation.

**8. LIMITATION OF LIABILITY**

**8.1** TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.2** IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT

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SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

8.4 THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

9. TERM AND TERMINATION

9.1 Term. Subject to Section 10.11 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the termination of all obligations of either party for all Products purchased, unless otherwise terminated earlier as provided hereunder.

9.2.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement or any EULAs, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Agreement, the non-breaching party may at its discretion terminate the Agreement in whole or part. 9.2.2 Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Software, Documentation and Confidential Information and acknowledges that its rights to use the same are relinquished. 9.2.3 Fees. Customer acknowledges that, based on Customer's willingness to enter into this Agreement for the term specified in the Quote, SirsiDynix has provided Customer with Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services, as identified in the Quote for the initial Term or renewal Term(s) (each referred to individually as a "Term"), based on the length of the Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of early termination by Customer, other than due to breach by SirsiDynix, which becomes effective upon any date prior to the end of the last year of the then-current Term. Such fee shall be equal to 50% of the remaining value of the then-current Term of the Services. Customer agrees that damages suffered by SirsiDynix in the event of early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any early termination. Customer shall notify SirsiDynix in writing of its intent to terminate not less than ninety (90) days prior to the date of termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year fees paid. 9.2.4 Non-Appropriation of Funds. If for any given fiscal year the library loses all funding, the Agreement will be suspended at no penalty to Customer, upon SirsiDynix's receipt of written notice ninety (90) days prior to the renewal period. Such notice will not relieve Customer of payments then owing. Customer shall not purchase similar materials, supplies, services, or items of equipment during the anticipated life of the

terminated Agreement without notification to SirsiDynix and reinstatement of the terminated Agreement.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill this Master Agreement including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.5 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.6 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.7 Compliance. During the term of this Master Agreement for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer with the Master Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Software, Maintenance, Subscription and interest fees related to usage in excess of the License Metrics.

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**10.8 Notices.** Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

**10.9 Relationship.** The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.10 Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.11 Survival.** The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.8, 2.9, 2.10, 2.12, 3, 4, 6, 8, 9, and 10.

**10.12 No Waiver.** Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

**10.13 Entire Agreement.** The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its

subject matter as well as any prior contractual agreements between the parties, with the exception of unpaid invoices under prior contracts between the parties, which outstanding balances continue to be owed in addition to, and notwithstanding clause 10.13. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Agreement will be binding unless in writing and signed by an authorized representative of each party.

**10.14 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

**10.15 Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

**10.16 Application of Laws.** The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.


**10.17 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.18 Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the originator of the document.

**10.19 Attorney's Fees.** In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

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**END OF MASTER AGREEMENT**

<b>City of Commerce Public Library</b> 5655 Jillson Street Commerce, California 90040-1485	<b>SirsiDynix</b> SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Ste 500 Lehi, UT 84043
DocuSigned by:  Sign: _____ <small>D082FEF-17D4440B</small>	Sign: _____
Print Name: <u>AL VELA</u>	Print Name: _____
Title: <u>IT Manager</u>	Title: _____
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**Exhibit A - DEFINITIONS**

“**Circulation**” means any transaction involving any one of the following using either physical or electronic means: the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

“**Confidential Information**” means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix’s placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

“**Content**” means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

“**Customer Data**” means any electronic data, information or material provided or submitted by Customer (including the Customer’s patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer’s patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

“**Documentation**” means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

“**Effective Date**” of this agreement shall be the date of the last signature below. Notwithstanding the above, the Effective Date for any specific Product purchased shall be the date on which the Customer signs the Quote for such Product.

“**Error**” means a material failure of the Product to conform to its functional specifications described in the Documentation or elsewhere.

“**EULA**” means the end user license agreement that accompanies the Third Party Software, which governs the use of or access by Customer to the applicable Third Party Software.

“**Go Live Date**” means the date on which the Products are substantially ready for operational use for normal daily business.

“**Included Documents**” means those documents in Section 1.2.

“**Hardware**” means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

“**Intellectual Property**” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of

operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“**License Metrics**” means the limitation on the usage of each of the Product as designated in the applicable Quote such as Titles, Circulation, Users, students, seats, and reports.

“**Maintenance**” means the technical support and provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix’s support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. With respect to hardware maintenance, maintenance means the technical support for such hardware. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 93471) at <http://support.sirsidynix.com>.

“**Operating Environment**” means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

“**Products**” means Software, Subscriptions, Services and Hardware.

“**Protected Materials**” means Software, Services, Subscriptions or SirsiDynix’s or its licensors’ Intellectual Property or Confidential Information.

“**Quote**” means the Quote in the Included Documents and/or future Quotes or similar document executed by the Customer, which contains Customer’s order specific information, including but not limited to description of the Products ordered, License Metrics and associated fees and payment terms.

“**Services**” means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; (ii) Maintenance, and (iii) Platinum Services.

“**SirsiDynix Software**” means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

“**Software**” means the SirsiDynix Software and Third Party Software.

“**Subscriptions**” means any product sold on a subscription basis including but not limited to cloud services and web access to Content.

“**Term**” means, with respect to specific Products, the time period for which the Customer has committed to such Products as set forth in the Quote. With respect to the term of the Master Agreement, “Term” has the meaning set forth in Section 9.1.

“**Titles**” means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

“**Third Party Software**” means software including documentation and updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix pursuant to the terms of the EULA.

“**Updates**” means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products for which SirsiDynix charges a separate fee.

“**Users**” means Customer’s employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date:

DS  
AU

Jan-25-2013 | 12:28 MT





**Quote for:**

**City of Commerce Public Library**

**Cloud Hosted System**

**Prepared by:**

**John Taylor  
Field Sales Consultant  
SirsiDynix**

**Quote Date:** October 30, 2012

**Quote Valid Until:** January 25, 2013

This quote is hereby fully incorporated into the Master Agreement.  
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## Quote Information



### General

#### **Web Reporter License Maintenance**

Your Web Reporter licenses and annual support will continue as it currently does. The cost is \$968.00/year and is in addition to the annual maintenance in this quote.

#### **Monthly Authority Subscription**

Your Monthly Authority Subscription will continue as it currently does. The cost is \$2,297/year and is in addition to the annual maintenance on this quote.

#### **Enriched Content Subscription**

Your Enriched Content subscription will continue as it currently does. The cost is \$1,375/ year and is in addition to the annual maintenance on this quote.

**Total current annual maintenance to be added to this quote:  
\$4,640 in year one and subject to increases as outlined in  
the initial term annual price increase cap.**

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## Purchase Details (Extended)

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
SirsiDynix SaaS subscription	27,050	17,560	18,090	18,630	19,190	19,770	20,360
Services	8,990	-	-	-	-	-	-
Web Reporter	1,650	1,650	1,700	1,750	1,800	1,860	1,910
Discount	(18,900)						
<b>Total</b>	<b>18,790</b>	<b>19,210</b>	<b>19,790</b>	<b>20,380</b>	<b>20,990</b>	<b>21,630</b>	<b>22,270</b>

**Initial Term of Maintenance and SaaS Services:** Seven (7) Years

**Initial Term Annual Price Increase Cap for SirsiDynix** 3%

**Products/Services:**

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

The above Price Increase Cap covers maintenance and subscriptions to all Customer's current Products, specifically excluding third party Products. Third party Product fees may increase more than the above Price Increase Cap at the discretion of the third party, and such fees shall be increased accordingly by SirsiDynix.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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## Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
<b>SirsiDynix SaaS Subscription</b>	<b>27,050</b>
SirsiDynix Symphony SaaS Cataloging Circulation Public Access Z39.50 server Authority control Backup circulation Inventory Reports ReferenceLIBRARIAN SaaS Acquisitions SaaS 9xx SaaS Electronic Data Interchange (EDI) SaaS OutReach SaaS Serials SmartPORT Unicorn SaaS SIP2 Interface Per Certified Vendor SaaS User Level - 40 Staff seats	
<b>Services</b>	<b>8,990</b>
Installation	
<b>Web Reporter</b>	<b>1,650</b>
Web Reporter SaaS Hosting Fee	
<b>Discount</b>	
Free Serials module (5-year contract commitment)	( 4,610 )
Free Outreach module (7-year contract commitment)	( 1,850 )
Customer Loyalty Discount	(12,440 )
<b>Total Discount</b>	<b>(18,900 )</b>
<b>QUOTE TOTAL</b>	<b>18,790</b>

This quote is hereby fully incorporated into the Master Agreement and Schedules  
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## Component Descriptions

### SirsiDynix SaaS subscription

#### SirsiDynix Symphony SaaS

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports. Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

#### SaaS Acquisitions

SirsiDynix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together. EDI X-12: SirsiDynix supports all transactions formats currently adopted by SISAC (Claims/Claim Response /Invoice /Dispatch Information/Functional Acknowledgment). SirsiDynix Symphony can electronically transmit and receive information in these formats using X12. EDI (Electronic Data Interchange) allows libraries to communicate with vendors to transfer ordering, invoicing, or subscription information between computers. 9xx: 9xx Book order Loader facilitates the acquisitions workflow when libraries place orders for materials through a Web-based book vendor ordering system. This module, especially for academic libraries, not only imports MARC records for new book orders, but also records the order details in SirsiDynix Symphony's Acquisitions module, all in one step. Vendors include Baker and Taylor TitleSource II, Ingram iPage, BWI TitleTales, Brodart Bibz.com, Yankee Book Peddler GOBI, Blackwell Collection Manager, and Harrassowitz OttoEditions.

#### SaaS 9xx

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

#### SaaS Electronic Data Interchange (EDI)

Electronic Data Interchange (EDI) facilitates electronic communication with your materials vendors. EDI supports the claim/claim response, invoice, and functional acknowledgment transactions and can electronically transmit and receive information using the X12 protocol.

#### SaaS Outreach

SirsiDynix Symphony Outreach automates processes allowing homebound patrons to request items based on interest categories and to deliver the selected items to patron homes.

#### SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

#### SmartPORT

SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

#### Unicom SaaS SIP2 Interface Per Certified Vendor

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface is priced per vendor.

#### SaaS User Level - 40 Staff seats

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## Component Descriptions

### Services

#### Installation:

##### Product Delivery

###### SIP2 Additional Port Configuration

Configuration of additional port for SIP2.

###### Oracle to Oracle Platform Migration (remote)

Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. Non embedded Oracle installations must meet SirsiDynix Oracle requirements.

#### Project Management

###### Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for a current customer, including: Acquisitions, Homebound, Inventory, Media Scheduling, Reserves, Serials, SIP/NCIP, Classified Accountability, Language Pack, Materials Booking, 9xx Interface, SmartPort, EDI, Reference Librarian, Languages, PocketCirc, Outreach, VIP, SchoolRooms Add'l Licenses, Web Reporter Add'l Licenses.

###### Unicorn/Symphony Platform Migration

Project Management Service for a Unicorn/Symphony Different OS and/Or Different Database Platform Migration. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

###### Non-ILS Platform Migration

Project Management Service for OPAC, WebReporter, SIP, TM3, Director's Station, or other non-ILS Platform Migration, (if included as part of a regular priced Standard platform migration or a regular priced non-ILS platform migration). Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to Client Care once the new platform has been implemented.

### Web Reporter

#### Web Reporter SaaS Hosting Fee

This quote is hereby fully incorporated into the Master Agreement.

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## Terms and Condition

### Other Terms

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 340,000 annually circulated items and up to 40 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

SIP2 is based upon certified vendors. You are authorized for 2 certified vendors; an increase in the number of certified vendors requires additional fees.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

### Payment Terms

The term of any quoted products is for no less than seven (7) years and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance. Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

#### SirsiDynix Software license fees

- 100% due upon installation of client SirsiDynix Software on Customer's system

#### Support/Maintenance fees

- 100% of first year's Support due at installation of Software

#### Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

#### SaaS Migration

- 100% of total for Services and first year subscription fees due on date of initial live use of SaaS Services.

\*\*Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated

## Terms and Conditions

terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This quote is hereby fully incorporated into the Master Agreement

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**Terms and Conditions**

**Customer Signature:**

City of Commerce Public Library

By:

DocuSigned by:  
**AL VELA**  
B062FEE17D4440B...

(Authorized Signature)

Printed Name:

AL VELA

Title:

IT Manager

Date:

Jan-25-2013 | 12:28 MT

**Billing Address:**

5655 Jillson Street  
Commerce  
California 90040-1485  
United States

This quote is hereby fully incorporated into the Master Agreement

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# MICROSTRATEGY END USER LICENSE AGREEMENT

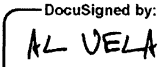
This license is granted to \_\_\_\_\_ (Customer) located at \_\_\_\_\_.

**SIRSIDYNIX IS LICENSING THE LICENSED SOFTWARE INTO WHICH CERTAIN SPECIFIED MICROSTRATEGY SOFTWARE PRODUCTS ARE EITHER EMBEDDED OR OFFERED FOR USE ONLY WITH THE LICENSED SOFTWARE (THE "PRODUCT"). CUSTOMER HEREBY AGREES AND ACCEPTS THE FOLLOWING TERMS AS A CONDITION FOR USING THE PRODUCT. IF CUSTOMER DOES NOT AGREE WITH THE TERMS OF THIS LICENSE AGREEMENT, CUSTOMER SHOULD NOT INSTALL OR USE THE PRODUCT. CUSTOMER MAY RETURN THE PRODUCT TO SIRSIDYNIX FOR A FULL REFUND**

1. Customer acknowledges that the Product contains copyrighted and proprietary products and materials of MicroStrategy, which are obtained under a sublicense from MicroStrategy.
2. Customer agrees that it will:
  - (a) Restrict the use of the Product solely for use in combination with the Licensed Software and to the license type purchased, i.e., a Named User. A Named User license means a license to use the Product under which only one identified user may access the Product or reports or messages generated by the Product. Customer may permanently replace one Name User with another if the original Named User no longer has access to the Product or to reports or messages generated by the Product.
  - (b) Permit only one installation of the Product per physical installation of the Licensed Software.
  - (c) Not make any material expansion of the analytic scope of the data model of any Licensed Software including substantial modification of the delivered data model and will also not create any new Projects. A Project means a single reporting application residing in the Web Reporter metadata.
  - (d) Access data only from the data models provided by SirsiDynix.
  - (e) Not reverse engineer, disassemble or decompile the Product.
  - (f) Not receive title to the Product.
  - (g) Prohibit written and oral disclosures to any third party of any results of any Benchmark Tests of the Product. A Benchmark Test is any quantitative analysis of the Product or performance of the Product.
  - (h) Permit MicroStrategy to audit Customer's use of MicroStrategy software.
  - (i) If it exports the Product, comply fully with all relevant export laws and regulations of the United States to ensure that neither the Product portion of the Licensed Software, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.
3. **MicroStrategy disclaims liability for damages, whether direct or indirect, incidental or consequential, arising in connection with this End User License Agreement.**
4. **MicroStrategy disclaims any warranty of any kind directly to Customer, including a warranty of performance, merchantability, fitness for a particular purpose and non-infringement.**

CUSTOMER HEREBY ACKNOWLEDGES receipt of and acceptance of the license terms set forth above.

CUSTOMER

DocuSigned by:  
  
 By: \_\_\_\_\_  
B062FEE17D4440B

Title: IT Manager

Date: Jan-25-2013 | 12:28 MT



# AGENDA REPORT

Meeting Date: February 19, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE CALIFORNIA, AUTHORIZING CITY STAFF TO APPLY FOR GRANT FUNDING FOR CAPITAL AND OPERATING ASSISTANCE ON BEHALF OF THE CITY OF COMMERCE FOR FISCAL YEAR 2012-2013

## RECOMMENDATION:

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

## MOTION

Approve the recommendation.

## BACKGROUND

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

### Local Transportation Fund (LTF)

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

### State Transit Assistance Fund (STAF)

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

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

## FISCAL IMPACT:

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

## RELATIONSHIP TO 2012 STRATEGIC GOALS

This agenda item relates to the 2012 strategic planning goal: "review and update services and activities to increase efficiency", as the proposed recommendation outlined in this report assist in mitigating the City's transportation operating and capital equipment cost.

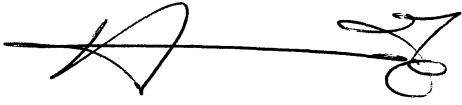
Recommended by:

  
Claude McFerguson  
Director of Transportation

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Budget Impact Review by:

A handwritten signature in black ink, appearing to read 'Vilko Domic', with a long horizontal line extending to the right.

Vilko Domic  
Director of Finance

Approved as to Form:

A handwritten signature in black ink, appearing to read 'Eduardo Olivo', with a circular flourish at the end.

Eduardo Olivo  
City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE  
CALIFORNIA, AUTHORIZING CITY STAFF TO APPLY FOR GRANT FUNDING FOR  
CAPITAL AND OPERATING ASSISTANCE ON BEHALF OF THE CITY OF  
COMMERCE FOR FISCAL YEAR 2012-2013**

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

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

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

Authorize the City Administrator, the Director of Finance and the Director of Transportation to submit Public Transportation Claims to Metro for Fiscal Year 2012-2013.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of February, 2013, by the following vote:

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

ATTEST:

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





# AGENDA REPORT

Meeting Date: 02/19/2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: PUBLIC HEARING – ABATEMENT OF NOXIOUS OR DANGEROUS WEEDS – HEARING OF PROTESTS

RECOMMENDATION:

- 1) Conduct public hearing.
  - A. **Declare the public hearing open.**
  - B. **Now is the time for anyone wishing to speak on the subject to please step forward.**
  - C. **Declare the public hearing closed.**
- 2) Approve the Abatement Order directing the Los Angeles County Agricultural Commissioner/Director of Weights and Measures to abate the seasonal and recurrent public nuisance declared under Resolution No. 13-13 by having the weeds, brush, rubbish, and refuse removed from specified properties.

MOTION:

Following the public hearing, move to approve the Abatement Order as indicated under Item 2 of the recommendation.

BACKGROUND:

The City Council declared, by approving Resolution No. 13-13 on February 5, 2013, that weeds, brush, rubbish and refuse upon or in front of specified properties in the City are a seasonal and recurrent public nuisance and further declared its intention to provide for the abatement of said nuisance.

ANALYSIS:

This public hearing is held annually to allow those property owners affected by the Los Angeles County Agricultural Commissioner/Director of Weights and Measures' weed abatement program to protest the inclusion of their properties within the program.

The Agricultural Commissioner/Director of Weights and Measures has notified by mail each of the property owners affected by the program.

A representative from the Agricultural Commissioner/Director of Weights and Measures' Office will be present to answer any questions.

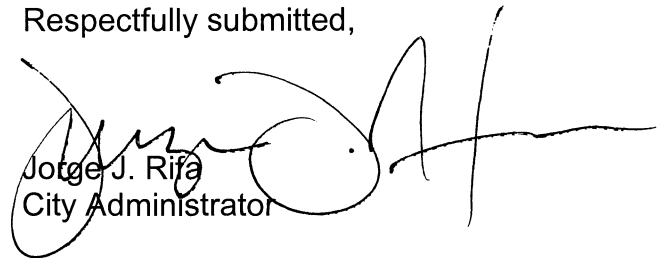
FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This activity is an annual program carried out by the County of Los Angeles on behalf of the City and is related to 2012 Strategic Goal, Project 3, Improve and maintain infrastructure and beautify our community.

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Recommended by:



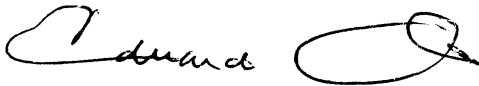
Linda Kay Olivieri  
City Clerk

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Reviewed as to form:



Eduardo Olivo  
City Attorney

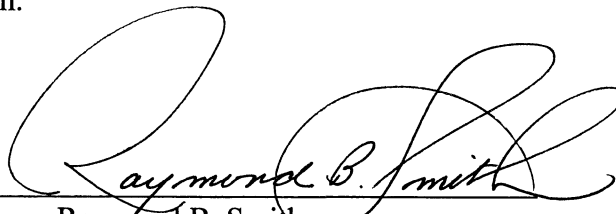
- Attachments:
- 1) Certification of Public Hearing Notification
  - 2) Resolution No. 13-13 – Declaring Public Nuisance and Providing for Abatement Thereof, including List of Subject Properties
  - 3) Abatement Order

SUM (WEED ABATEMENT 2).DOC



STATE OF CALIFORNIA     )  
  )  
  ) SS  
  )  
COUNTY OF LOS ANGELES )

RAYMOND B. SMITH, DEPUTY DIRECTOR, BUREAU CHIEF, AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES, being first duly sworn says: That on or before the 1st day of February 2013, as required by the Government Code of the State of California, he notified by United States Mail the owners of each of the properties described in the attached list a notice or notices to destroy noxious or dangerous weeds, of which the annexed is a true copy, and setting the 19th day of February, 2013, as the date upon which owners of said property could attend a meeting of the Council of the City of Commerce, when their objections will be heard and given due consideration.

  
\_\_\_\_\_  
Raymond B. Smith  
Deputy Director, Bureau Chief

SUBSCRIBED AND SWORN TO BEFORE ME

This 1<sup>st</sup> day of February, 2013

  
\_\_\_\_\_  
City Clerk



RESOLUTION NO. 13-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF.

THE CITY COUNCIL OF THE CITY OF COMMERCE DOES RESOLVE AS FOLLOWS:

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Commerce specifically finds:

SECTION 1. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the city attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

SECTION 2. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

SECTION 3. That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property constitute a seasonal and recurrent public nuisance and should be abated as such.

SECTION 4. That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to wit.

NOTICE TO DESTROY WEEDS,  
REMOVE BRUSH, RUBBISH AND REFUSE

Notice is hereby given that on February 5, 2013, the City Council of the City of Commerce passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by County authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed. Such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said city to be held at 5655 Jillson Street, Commerce, CA 90040, in the Council Chambers on February 19, 2013 at 6:30 p.m. where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above mentioned hearing.

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City Clerk of the City of Commerce

BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT the 19th day of February, 2013, at the hour of 6:30 p.m. of said day is the day and hour, and the Meeting Room of the City Council of the City of Commerce in the City Hall in the City of Commerce is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 19, 2013.

PASSED AND ADOPTED this 5th day of February, 2013

  
\_\_\_\_\_  
MAYOR OF THE CITY OF COMMERCE

ATTEST:

BY   
\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMMERCE



LOS ANGELES COUNTY DECLARATION LIST  
**CITY OF COMMERCE**  
 IN SEQ BY WEED-KEY, THEN PARCEL UNIMPROVED

DATE: 1/03/13

ZONE	CITY CODE	LOCATION	PARCEL	KEY
04	143	1362 S EASTERN AVE	5241 013 016	4
04	143	1368 S EASTERN AVE	5241 013 017	4
04	143	TRIGGS ROAD	5241 013 018	4
04	143	1350 S EASTERN AVE	5241 013 019	4
- 04	143	2336 BEDESSEN AVE	5243 027 024	4
04	143	DUNCAN Ave	5244 002 031	4
04	143	DUNCAN Ave	5244 002 032	4
- 04	143	DUNCAN AVE	5244 002 033	4
04	143	1411 S MCBRIDE AVE	5244 002 034	4
04	143	5200 TRIGGS ST	5244 006 010	4
- 04	143	5156 TRIGGS ST	5244 006 013	4
04	143	GAGE AVE	6330 001 802	4
04	143	E 26TH Street	6332 006 004	4
04	143	5706 E WASHINGTON BLVD	6334 004 022	4
04	143	STRONG AVE	6335 014 805	4
04	143	STRONG AVE	6335 014 806	4
04	143	5533 E WASHINGTON BLVD	6335 019 043	4
04	143	5519 E WASHINGTON BLVD	6335 019 046	4
04	143	5556 E WASHINGTON BLVD	6335 024 051	4
04	143	GARFIELD AVE	6336 001 803	4
04	143	GARFIELD AVE	6336 001 811	4
04	143	GARFIELD AVE	6336 001 812	4
04	143	WASHINGTON BLVD	6336 011 801	4
04	143	WASHINGTON BLVD	6336 013 804	4
04	143	GARFIELD AVE	6336 014 009	4
04	143	FLOTILLA Street	6336 014 800	4
04	143	TUBEWAY AVE	6336 020 806	4
04	143	GERHART AVE	6339 002 012	4
04	143	GARFIELD AVE	6356 013 803	4
04	143	WASHINGTON BLVD	6356 013 804	4
04	143	GARFIELD AVE	6356 013 805	4
04	143	GREENWOOD AVE	6356 013 806	4
04	143	NEENAH Street	6356 013 807	4
04	143	GAGE AVE	6356 013 809	4
- 04	143	6920 E SLAUSON AVE UNIT 22	6356 017 021	4
04	143	6904 E SLAUSON AVE	6356 017 028	4
04	143	GARFIELD AVE	6356 018 800	4
04	143	GARFIELD AVE	6356 018 801	4
04	143	GARFIELD AVE	6356 018 804	4
04	143	7165 E GAGE AVE	6357 016 003	4

LOS ANGELES COUNTY DECLARATION LIST  
**CITY OF COMMERCE**  
 IN SEQ BY WEED-KEY, THEN PARCEL UNIMPROVED

DATE: 1/03/13

ZONE	CITY CODE	LOCATION	PARCEL	KEY
04	143	GAGE AVE	6357 016 025	4
04	143	7155 E GAGE AVE	6357 016 026	4
04	143	7169 E GAGE AVE	6357 016 028	4
04	143	TELEGRAPH RD	6367 034 804	4
TOTAL VACANT/IMPROVED RECORDS			4	
TOTAL UNIMPROVED RECORDS			40	
TOTAL RECORDS			44	



FOLLOWING THE PUBLIC HEARING HELD FEBRUARY 19, 2013, IN THE  
MATTER OF RESOLUTION TO ABATE NOXIOUS WEEDS, RUBBISH, AND  
REFUSE, THE CITY COUNCIL OF THE CITY OF COMMERCE, BY MOTION  
ADOPTED AN ORDER DIRECTING THE AGRICULTURAL  
COMMISSIONER/DIRECTOR OF WEIGHTS AND MEASURES TO ABATE THE  
NUISANCE BY HAVING THE WEEDS, RUBBISH, AND REFUSE REMOVED.

CITY COUNCIL OF THE  
CITY OF COMMERCE

BY \_\_\_\_\_  
MAYOR

ATTEST:

BY \_\_\_\_\_  
CITY CLERK





# AGENDA REPORT

MEETING DATE: February 19, 2013

TO: HONORABLE CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
SUBJECT: Relay for Life

**RECOMMENDATION:**

This item was scheduled at the request of Mayor Pro Tem Baca Del Rio, who requested an update regarding the upcoming Relay for Life event, on April 6<sup>th</sup> and 7<sup>th</sup>, at Veteran's Park.

**MOTION:**

Council discretion.

**BACKGROUND:**

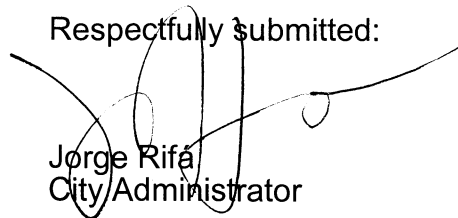
The City of Commerce is hosting the Second Annual Relay for Life event at Veteran's Park on April 6<sup>th</sup> and 7<sup>th</sup>. The event is coordinated by a community-based committee and the Parks and Recreation Department assists with event setup and operations. At its meeting of January 22, 2013, Council approved a request from the American Cancer Society to use Veteran's Park for the event and waiving all fees associated with the event.

**FISCAL IMPACT**

This item can be carried out without any impact to the fiscal budget.


**RELATIONSHIP TO 2009 STRATEGIC GOALS:** This item is consistent with Council's goal of protecting and enhancing the quality of life in Commerce.

Respectfully submitted:



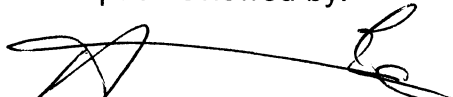
Jorge Rifa  
City Administrator

Recommended and prepared by:



Scott Wasserman  
Director of Parks and Recreation

Fiscal impact reviewed by:



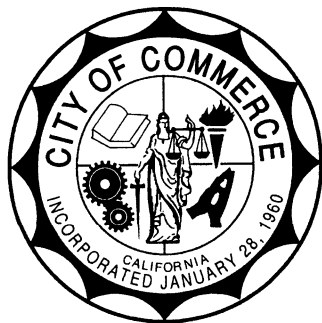
Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney





## AGENDA REPORT

Meeting date: February 19, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Feasibility of the *PLUS* Resident Activity Card

### RECOMMENDATION:

This item was agendized at the request of Mayor Pro Tem Del Rio, who asked staff to provide a report on the feasibility of the *PLUS* Resident Activity Card.

### MOTION:

Council discretion.

### BACKGROUND:

Prior to 2011, the Parks and Recreation Department issued only one type of Resident Activity Card that cost \$5 in 2009 and \$7.50 in 2010. Card holders were required to purchase the card to register for any recreation activity and were required to pay additional registration fees associated with specific activities.

In October 2011, the department began offering 3 types of Resident Activity Cards for purchase by the public:

1. **Basic Card (\$10)** - Purchase of the Basic Card allows one the flexibility of paying registration fees only for the activities the card holder plans to use.
2. **Plus Card (\$35)** - Purchase of the Plus Card allows one to register for many popular activities without having to pay additional registration fees. Although the registration fees for many programs are included in the purchase of the Plus card, some classes may have materials fees, which are used to purchase materials that the participant needs to participate in the class (Arts and Crafts classes, scrapping, ceramics).
3. **Premier Card (\$60)** - The Premier Card costs \$60 and is intended for participants in the city's competitive sports program.

### ANALYSIS:

Staff's presentation will focus specifically on the benefits and use of the Plus Card, per the Mayor Pro Tem's request and will provide a statistical analysis of the use of the card by residents. Staff will also provide anecdotal information to illustrate the different ways in which the card can benefit residents. Due to the date this agenda item was requested, staff did not have time to provide the presentation to Council, in advance.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item relates to Council's Strategic Goal of growing revenues and reviewing the city's fee structure for services provided. The price of the Resident Activity Cards was established by Council and can be changed, per Council discretion.

Recommended by:



Scott Wasserman  
Director of Parks and Recreation

Respectfully submitted,



Jorge Rifá  
City Administrator

Fiscal Impact reviewed by:



Vilko Domic  
Director of Finance

Approved as to Form:



Eduardo Olivo  
City Attorney



# AGENDA REPORT

MEETING DATE: FEBRUARY 19, 2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** EMPLOYEE SERVICE AWARDS RECOGNITION

**RECOMMENDATION:**

City Council Members, City Administrator, and Department Directors shall be the food servers at the Employee Service Awards Luncheon on February 28, 2013 and Employee Service Award Recipients with 20 years of service or more shall be recognized individually at the March 19th City Council Meeting.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

At the request of Mayor Pro Tem Baca Del Rio, this recommendation has been placed on the City Council Agenda for formal City Council consideration. At the January 22, 2013 City Council meeting, the City Council directed staff to implement a high quality/low cost Employee Service Awards Luncheon using City facilities and City staff to minimize cost. The City Council offered to work as food servers for this event to demonstrate their commitment to being servant leaders and to provide them the opportunity to personally recognize the employee service award recipients. The City Administrator and Department Directors have also volunteered to serve.

**ANALYSIS:**

This provides both an opportunity to serve and an opportunity to provide personal recognition to all of the service award recipients.

**FISCAL IMPACT:**

The cost of the food service for this Employee Service Awards Luncheon has been reduced since the City is providing the servers for this event.

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This Employee Recognition agenda item report is applicable to the City Council Strategic goal to "Implement Staff Development".

Prepared by:



David Hill  
Interim Director of Human Resources

Respectfully submitted,



Jorge Rifa  
City Administrator

Fiscal Impact Reviewed by:



Vilko Domic  
Director of Finance/City Treasurer

Approved as to Form:



Eduardo Olivo  
City Attorney





# AGENDA REPORT

MEETING DATE: February 19, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: FISCAL YEAR 2012/13 CAPITAL IMPROVEMENT PROGRAM UPDATE

**RECOMMENDATION:**

Consider for receipt and filing, and take appropriate action as deemed necessary with respect to the status report on the FY 2012/13 Capital Improvement Program.

**MOTION:**

Move to approve recommendation.

**BACKGROUND/ANALYSIS:**

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

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

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

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

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

Staff continues to work diligently on the implementation of this year's Capital Improvement Program. Attached is a spreadsheet with updates on all projects. Projects with significant changes/accomplishments are indicated with an asterisk.

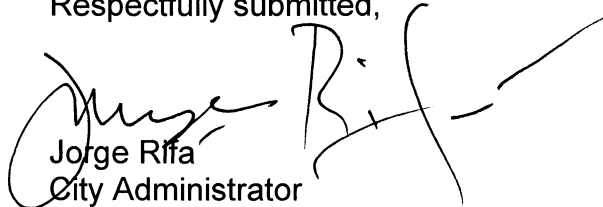
**FISCAL IMPACT:**

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

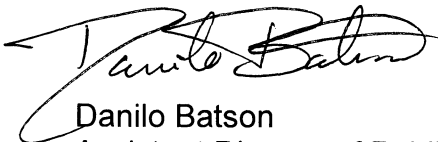
The issue before the Council is applicable to the following Council's strategic goal: *"Improve and maintain infrastructure and beautify our community"* as identified in the 2012 Strategic Plan.

Respectfully submitted,



Jorge Riffa  
City Administrator

Prepared and recommended by:



Danilo Batson  
Assistant Director of Public Services

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney

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

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

<b>PROJECT NAME</b>	<b>BUDGET</b>	<b>STATUS</b>	
PROJECT CONSULTANT (MOBILITY ADVANCEMENT)	\$ 45,000	Mobility Advancement is providing consultation services and assistance to Transportation on various grants and transit related projects.	
COMMERCE METROLINK STATION IMPROVEMENT	\$ 327,792	95% Plans will be submitted to the City on Feb. 15, 2013.	
REPLACE BUS WASHER	\$ 317,467	Bus Washer will be substantially completed by 2/15/13. A punch list has been generated and final testing and training will follow soon.	*
TELEGRAPH ROAD STREET IMPROVEMENT (MTA MEASURE R)	\$ 2,004,000	On Feb. 7, 2013, staff received proposals for engineering, construction management, materials testing & acceptance and inspection. IN the upcoming weeks staff will review proposals.	*
PAINT TRANSPORTATION DEPARTMENT BUILDING	\$ 90,000	PHASE II (Garage Painting) - Bonds and insurance were received on 2/12/13. Tentative start date early March.	
BUS STOPS -- CITYWIDE	\$ 500,000	IMPROVEMENTS COMPLETED.	
REPLACE HEAVY VEHICLE LIFT (TRANSPORTATION)	\$ 120,000	IMPROVEMENTS COMPLETED.	
	<b>\$ 3,404,259</b>		

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

<b>PROJECT NAME</b>	<b>BUDGET</b>	<b>STATUS</b>	
STREET RECONSTRUCTION (ROSINI/ROSEWOOD RESIDENTIAL)	\$ 2,000,000	IMPROVEMENT COMPLETED, Job Walk scheduled for 2/14/13. Tentative City Council acceptance of work on 3/19/13.	*
STREET RECONSTRUCTION (BRISTOW RESIDENTIAL)	\$ 805,000	The PS&E have been approved by LA County. City Council to approve PS&E and authorize staff to advertise for sealed bids on 01/15/13, bids are due on Feb. 15, 2013.	
SAFE ROUTE TO SCHOOL (CYCLE 7)	\$ 57,210	Project has beend modified due to the closure of Laguna Nueva. Project will begin after the completion of repairs on Harbor Street, Commerce Way, etc. (part of Rosin/Rosewood Street Rehabilitation Project). On 12/18/12, City Council approved project modifications, which includes additional improvements at Bandini and Rosewood Park schools. Tentative start date mid-March 2013.	

RAILROAD CROSSING IMPROVEMENTS (HSIP CYCLE 4 GRANT)	\$ 56,000	Awaiting MOU Agreement with Caltrans.
RESIDENT CARD SYSTEM AND SERVICES TRACKING PROGRAM	\$ 113,000	IT is on standby until Parks & Recreation replaces all the resident's old ID cards with the updated version that will work with our tracking software. Parks and Recreation indicated that they were on schedule to complete the change-over by November 2012.
CAMP COMMERCE WATER LINE IMPROVEMENTS	\$ 130,000	Engineer has submitted 90% plans for Water Line Improvements and Driveway Improvements. Staff to review next week and provide comments. Survey for the new block wall has been completed the survey will be used by an engineer to complete the plans necessary for San Bernardino County to approve the construction.
CAMP COMMERCE DRIVEWAY IMPROVEMENTS	\$ 40,000	
GEOTECHNICAL ANALYSIS CAMP COMMERCE SNOW DROP	\$ 30,000	
SUPPLEMENTAL FILTRATION AND REPLASTERING (SMALL POOL)	\$ 150,000	Aquatic Design Group has submitted a 90% design plan for staff review and approval.
EMERGENCY SYSTEM UPGRADE	\$ 30,000	Staff will begin work on this project in March 2013.
EMERGENCY DISPENSER/FUEL LINE	\$ 65,000	Staff will begin work on this project in March 2013.
CITY HALL SECURITY/ELECTRONIC CARD SYSTEM	\$ 100,000	Staff has completed a draft RFP for this project and a preliminary plan showing all the locations of doors to be secured with card system. Staff will bring the RFP for City Council approval and issuance in March 2013.
TEEN CENTER IMPROVEMENTS	\$ 100,000	Staff met on 11/20/12 to discuss project priorities and scheduling. Staff scheduled to meet with a paving contractor on 2/15/13.
MUNICIPAL CODE UPDATE	\$ 45,000	The current Municipal Code is now available online at the City Website. Staff is currently working on text revisions to the Municipal Code.
GREENWOOD LIBRARY IMPROVEMENTS	\$ 28,300	Installation has been completed, punch list item to be generated. *
CONSTRUCTION MANAGEMENT SERVICES (SWINERTON)	\$ 146,827	On 12/04/12, City Council to extended the service agreement for construction management services with Swinerton until 06/30/13.
ENGINEERING SERVICES (TRANSTECH)	\$ 63,000	Transtech is providing engineering services and support services to the City both on a daily basis and on capital improvement projects.
PROJECT CONSULTANT (TIERRA WEST)	\$ 87,000	Tierra West is providing consultation and support services to Community Development on various projects.
WASHINGTON BLVD MAJOR IMPROVEMENT	\$ 32,000,000	Engineer and staff are currently working on various design aspects of the project, including utility notification & coordination, storm drainage improvements, traffic signal improvements, roadway geometry and overall design. Council workshop to be held in late March/early April.

RENOVATION OF THE CENTRAL LIBRARY	\$ 4,837,794	On October 8, 2012, the architect has submitted revised plans (to meet new building code requirements, effective 7/1/12) to the County for plan check approval. Second Plan Check underway. Staff and architect are meeting on 2/20/13 to discuss temporary library/literacy center. Final PS&E are scheduled for City Council consideration and approval in April 2013, for release and advertisement. Construction is scheduled to start in July 2013.
EMERGENCY OPERATION CENTER CONSTRUCTION (EOC GRANT)	\$ 1,333,333	The project has experienced some delays because of rain. Foundation and gray beams have been poured. Rough-in for plumbing and electrical completed.
ENERGY EFFICIENT UPGRADES/LIGHTING RETROFIT	\$ 111,988	IMPROVEMENTS COMPLETED, CITY COUNCIL ACCEPTED WORK ON 7/17/12.
	<b>\$ 38,579,942</b>	

\*

\* indicates projects with significant change/accomplishment since previous update.

