

Tina Baca Del Rio Mayor
Lilia R. Leon Mayor Pro Tem
Joe Aguilar Councilmember
Ivan Altamirano Councilmember
Denise Robles Councilmember



COMMERCE CITY HALL
COUNCIL CHAMBERS
5655 Jillson Street
Commerce, CA 90040
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AGENDA

CONCURRENT ADJOURNED 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")

Tuesday, June 3, 2014

5:00 P.M. CLOSED SESSION

CALL TO ORDER Mayor/Chairperson Baca Del Rio

ROLL CALL City Clerk Shumway

PUBLIC COMMENT ON CLOSED SESSION ITEMS

Citizens wishing to address the City Council and Successor Agency on any item on the Closed Session agenda may do so 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 limit your remarks to five (5) minutes.

RECESS TO CLOSED SESSION

1. Pursuant to Government Code §54956.8, the **Successor Agency** will confer with its real property negotiator, Jorge Rifá with respect to real estate negotiations with Commerce Casino and Craig Realty Corporation concerning proposed price and other terms relating thereto, comprised of the former Commerce Community Development Commission-owned real property located along the Telegraph Road Corridor, south of Gaspar Avenue and north of the Commerce Casino [Tubeway Avenue], formerly known as 5809, 5819, 5823, 2901/2903, 5933, 5959, 6001 and 6003 Telegraph Road and 2240 Gaspar Avenue; 2311, 2322 and 2366 Travers Avenue, Commerce, California.
2. Pursuant to Government Code §54956.9(a), **the Successor Agency** will confer with its legal counsel, and take the appropriate action, with respect to the pending litigation of: Mayans Development, Inc. and Los Jardines, LLC v City of Commerce Community Development Commission, et al., Superior Court of the State of California, County of Los Angeles, Case No. BC505679.

CONSENT CALENDAR

Items under the Consent Calendar are considered to be routine and may be enacted by one motion. There will be no discussion of these items unless Members of the Public or City Council request specific items to be removed from the Consent Agenda for a separate discussion. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

1. Approval of Minutes

The City Council and Successor Agency will consider for approval the minutes of the Council Workshop of Wednesday, May 21, 2014, held at 3:30 p.m.; Concurrent Regular Meeting of Tuesday, May 20, 2014, held at 6:30 p.m.; Concurrent Adjourned Regular Meeting of Tuesday, May 20, 2014, held at 5:00 p.m.; and Joint Adjourned Regular Meeting of the Measure AA Advisory Committee and the City Council of Tuesday, May 13, 2014, held at 5:00 p.m.

2. Approval of Warrant Register Nos. 21A and 21B

The City Council and Successor Agency will consider for approval the bills and claims set forth in Warrant Registers No. 21A, dated June 3, 2014, and 21B for the period of May 21, 2014 to May 29, 2014.

3. A Resolution Adopting an American with Disabilities Act Grievance Policy

The City Council will consider for adoption a Resolution approving revisions to the City of Commerce Personnel Policies and Procedures Manual by adopting an American with Disabilities Act Grievance Policy.

4. A Resolution Approving Revisions to the Personnel Classification and Compensation Plan

The City Council will consider for adoption a Resolution approving revisions to the Personnel Classification and Compensation Plan to create new classifications and set salary level for Senior Facility Maintenance Lead Worker and Performing Arts Specialist; and authorize revisions to the salary schedule for Fleet Maintenance Supervisor and Day Camp Program Specialist.

5. A Resolution Approving the Procurement of Six (6) Mobile Digital Computer-Equipped Community Services Officer Vehicles

The City Council will consider adopting a Resolution approving the procurement of six (6) Mobile Digital Computer (MDC) – Equipped Commerce Community Services Officer (CSO) vehicles from the Los Angeles Sheriff's Department.

6. A Resolution of the Successor Agency to the Commerce Community Development Commission Approving an Agreement with Wilmington Trust, N.A. for Successor Trustee / Fiscal Agent Services

The Successor Agency to the Commerce Community Development Commission will consider for adoption a Resolution Approving an Agreement with Wilmington Trust, N.A. for Successor Trustee / Fiscal Agent Services.

7. A Resolution Approving the Procurement of Two (2) Sheriff's Portable Radios, Four (4) Satellite Phones, and One (1) Animal Control Truck
The City Council will consider for adoption a Resolution approving the procurement of two Sheriff's portable radios, four satellite phones, and one animal control truck as Measure AA fund purchase.
8. A Resolution Approving Parcel Map No. 72186 for the Property at the Northeast Corner of Washington Boulevard and Telegraph Road
The City Council will consider for adoption a Resolution approving Parcel Map No. 72186 (Land Division No. 144), for the property at the northeast corner of Washington Boulevard and Telegraph Road.
9. A Resolution Approving the Second Amendment to the Cooperative Agreement with the Gateway Cities Council of Governments
The City Council will consider for adoption a Resolution approving the Second Amendment to the Cooperative Agreement with the Gateway Cities Council of Governments for design and construction of the Truck Impacted Intersection Project Phase II (Washington Boulevard/Ayers Intersection Improvements).

SCHEDULED MATTERS

10. Review of Issues Related to the City Council City Vehicle Use Policy
The City Council will review and consider providing direction as deemed appropriate with respect to the City Council Vehicle Use Policy and request for reimbursement for personal usage of City vehicle.
11. Appointments to Finance and Budget Oversight Committee
The City Council will consider appointing two members to sit on the Finance and Budget Oversight Committee.
12. New Logo for the City of Commerce Public Library
The City Council will consider for approval new branding image (logo) for the City of Commerce Public Library.
13. Presentation on Emergency Preparedness Efforts
The City Council will consider for receipt and filing the presentation on Emergency Preparedness efforts.
14. Facility Room Rental Policy
At the request of Councilmember Robles and Mayor Baca Del Rio, the City Council will review and discuss the current Facility Room Rental Policy including review of sanctions related to violation of the policy.

15. “Hall of Champions” Nominations

The City Council will consider for approval a recommendation by the Parks and Recreation Commission of two (2) nominees for the City of Commerce athletic “Hall of Champions.”

16. Discussion Regarding Preparing a City Council Agenda in Spanish

At the request of Councilmember Altamirano, the City Council will consider and provide direction as deemed necessary regarding the pursuit of options for preparing City Council agendas in Spanish.

17. Information Technology Infrastructure Upgrade Project – Approval of Change Order No. 6 with MTM Construction, Inc. and Agreements with Computer 1 Product of America Inc., PCM-G and Charter Fiberlink CA-CCO, LLC

The City Council will consider for adoption a Resolution approving Change Order No. 6 to the Agreement with MTM Construction, Inc. for construction of a Data Center Utility Room; and a Resolution approving (3) Agreements with Computer 1 Products of America, Inc., PCM-G and Charter Fiberlink CA –CCO, LLC for services related to the construction of the City’s Data Center, City’s Network Design, and the provision of a Voice Over Internet Protocol System, and the upgrade of the internet service provider.

18. Facilitation Services for Green Zones Implementation-MIG Consulting

The City Council will consider and provide direction as deemed necessary in regards to retaining MIS Consulting and Esmeralda Garcia to facilitate the prioritization process for the Green Zones Consensus Working Group.

ADJOURNMENT

The City Council and Successor Agency will adjourn to Tuesday, June 10, 2014, at 5:00 p.m. in the Council Chambers.

Written materials distributed to the City Council are available for public inspection immediately following the posting of this agenda (at least 72 hours prior to a regular City Council meetings) 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.**

Meeting facilities are accessible to persons with disabilities. In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, notify the Office of the City Clerk at (323) 722-4805 at least 48 hours prior to the meeting.

MINUTES
WORKSHOP OF THE CITY COUNCIL OF THE CITY OF COMMERCE

Wednesday, May 21, 2014 - 3:30 P.M.

The meeting was called to order on Wednesday, May 21, 2014, at 3:44 p.m., in Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers Altamirano, Aguilar, Mayor Pro Tem Leon (3). **Absent:** Mayor Baca Del Rio and Councilmember Robles.

Staff Present: Jorge Rifá, City Administrator; Eduardo Olivo, City Attorney; and Lena Shumway, City Clerk.

PUBLIC COMMENT

There were no individuals wishing to address City Council.

SCHEDULED MATTERS

1. Green Zones - A City Council Study Session Regarding the Green Zones Working Group Report and Recommendations Matrix

Esmeralda Garcia, Consultant with MIG, Inc., presented an overview of the Green Zones Working Group Report and the associated Recommendations Matrix including a recommended implementation schedule.

City Administrator Rifa stated that Sacramento will be considering re-defining Enterprise Zones, which in turn would bring about some changes and opportunities for economic development.

Mayor Pro Tem Leon noted that some of the recommendations from the Green Zones Working Group overlap with some of the Measure AA Advisory Committee projects, and asked whether the two groups could potentially work together on establishing goals and priorities. Discussion ensued.

Angelo Logan, of East Yard Communities for Environmental Justice, presented City Council with a letter recommending that staff be directed to do the following: further refine the proposed recommendations in the "reduction" category, and report back to City Council within 90 days; develop a plan and program to create a business liaison office regarding the "revitalization" category, and report back to Council within 90 days; and to report back to Council regarding the "re-investment" category within 120 days. Mr. Logan also recommended that Council schedule and plan a study session regarding the "prevention" category within 30 days. Discussion followed on whether the proposed timeframes were realistic and achievable.

City Administrator Rifa stated that it would be at Council's discretion whether or not to direct staff to begin working on the specific areas outlined in the Green Zones Work Plan, but emphasized that all components should be taking into consideration prior to providing such direction, including economic, environmental, and financial factors, as well as the potential staffing to be required. According to City Administrator Rifa, the Green Zones Work Plan, as proposed, is achievable over time, and stated that staff would need to evaluate all components of the Work Plan, and then fit the additional responsibilities into their current workloads.

Mr. Logan stressed that the process of planning for Green Zones needs to be accelerated in order for the City to be eligible for funding once it becomes available. According to Mr. Logan, once the legislative bills related to Green Zones are signed, then the funding for such projects will become very competitive. Responding to Mr. Logan, Mayor Pro Tem Leon stated that the City currently has multiple projects in the works, as well as new staff members, so the City needs to first prioritize its projects and workload before committing to the timeframes proposed by Mr. Logan.

City Administrator Rifa stated that evaluation of the objectives of the Green Zones Work Plan should be undertaken to determine the potential economic, land use, and environmental impacts of the proposed recommendations in the reduction, revitalization, and re-investment categories.

City Administrator Rifa recommended that City Council authorize staff to work with the Green Zones Working Group over the next few months (summer and fall) in order to prioritize the objectives of the proposed Work Plan, and for staff to determine the timeframes necessary to achieve the objectives of the Work Plan And finally, to bring the Work Plan and associated timeframes back to City Council for discussion. City Administrator Rifa also recommended that MIG (Esmeralda Garcia) be retained by the City to facilitate this final part of the process. Councilmember Aguilar moved, seconded by Councilmember Altamirano, to approve staff's recommendations. The motion inclusive of the MIG hire recommendation carried by the following vote:

ROLL CALL:

AYES:	Councilmembers Aguilar and Altamirano, and Mayor Pro Tem Leon (3)
NOES:	None (0)
ABSTAIN:	None (0)
ABSENT:	Councilmember Robles and Mayor Baca Del Rio (2)

In response to Councilmember Aguilar's question regarding next meeting of the Green Zones Working Group, City Administrator Rifa stated that the meeting will be sometime in July 2014.

ADJOURNMENT

The City Council adjourned at 4:43 p.m., to Tuesday, May 27, 2014, at 5:00 p.m., in Council Chambers.

Lena Shumway
City Clerk, CMC

**MINUTES OF 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")**

TUESDAY, May 20, 2014 - 6:30 p.m.

The meeting was called to order on May 20, 2014, at 6:37 p.m., in Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chairperson Baca Del Rio (5).

Staff Present: Jorge Rifá, City Administrator; Eduardo Olivo, City Attorney; and Lena Shumway, City Clerk.

APPEARANCES AND PRESENTATIONS

1. Armed Forces Ceremony

City Council held a special ceremony honoring the five branches of the military and a memorial honoring those service members who lost their lives or are missing in action.

2. Presentation of Award Certificates and Prizes – Library Services Department 2014 Children’s Bookmark and Essay Contest

Representatives of the Commerce Education Commission, along with Library staff, presented certificates and prizes to the winners of the essay and bookmark contests.

3. Presentation of a Donation to the Library by the Commerce Industrial Council

Eddie Tafoya, Executive Director of the Commerce Industrial Council, presented the City with a \$250 donation for the Library, which was collected at the Industrial Council’s Women in Business Luncheon.

4. Presentation on Services Provided by “La Causa Youthbuild”

Sonia Sanchez, Executive Director of La Causa Youthbuild, provided a brief overview of the services available to community youth through her organization.

5. Presentation- Relay for Life

This item was moved to the next City Council agenda.

May 20, 2014

PUBLIC COMMENT

The following individual addressed City Council on general matters within Council's jurisdiction: Richard Robles.

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

Councilmember Robles

- Reported that she attended the Contract Cities Conference in Indian Wells, as well as the Baby Show and Garden Show.
- Encouraged everyone to vote in the upcoming election primaries on June 3, 2014.

Councilmember Aguilar

- Reported that he attended the Baby Show and Garden Show.
- Reported that air conditioning went down in Senior Center, however, it was repaired quickly.

Councilmember Altamirano

- Requested a future agenda item to discuss the possibility of preparing a City Council agenda in Spanish. It was agreed that this item will be agendaized for the City Council meeting scheduled for June 3, 2014.
- Reported that he attended the Contract Cities Conference.

Mayor Pro Tem Leon

- Reported that there was a Joint Measurer AA Advisory Committee and City Council meeting on May 13, 2014.
- Reported that she attended the Baby Show and Garden Show.

Mayor Baca Del Rio

- Reported that she attended the Baby Show and Garden Show, as well as the Contract Cities Conference.
- Stated that City Council will pursue actions against those behind the fraudulent recall efforts.

CONSENT CALENDAR

Councilmember Robles requested that Item #8 be pulled for discussion. Councilmember Robles moved, seconded by Councilmember Aguilar, to approve the Consent Calendar, minus Item #8. The motion carried by the following vote:

ROLL CALL:

May 20, 2014

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: None (0)

6. Approval of Minutes

The City Council and Successor Agency approved the minutes of the Concurrent Regular Meeting of Tuesday, May 6, 2014, held at 6:30 p.m.; the Concurrent Adjourned Meeting of Tuesday, May 6, 2014, held at 5:00 p.m.; and the Concurrent Special Meeting of Tuesday, April 29, 2014, held at 5:00 p.m.

7. Approval of Warrant Register Nos. 20A and 20B

The City Council and Successor Agency approved the bills and claims set forth in Warrant Registers No. 20A, dated May 20, 2014, and 20B for the period of May 7, 2014 to May 15, 2014.

8. Proclamation declaring May 2014 as “CalFresh Awareness Month”

In response to Councilmember Robles question regarding the referral process for CalFresh Program (formerly known as the Food Stamps Program), City Administrator Rifa stated that the Community Services Department could provide assistance to residents regarding the CalFresh Program, however, the CalFresh Program is a state and federal program. Councilmember Robles moved, seconded by Councilmember Aguilar, to approve the Proclamation declaring May 2014, as “CalFresh Awareness Month.” The motion carried by the following vote:

ROLL CALL:
AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: None (0)

9. Resolution #2014-46 Approving Revisions to the City’s Overtime Policy

The City Council approved Resolution #2014-46, approving revisions to the City’s Personnel Policies and Procedures Manual by revising the City’s Overtime Policy.

May 20, 2014

10. Resolution #2014-41 Ratifying the Assignment of Personnel Investigative Services and Approving a Retainer Agreement with Susan M. Woolley

The City Council approved Resolution #2014-41, ratifying the assignment of personnel investigative services to Susan M. Woolley, pursuant to the terms and conditions set forth in the Retainer Agreement approved by City Council on October 1, 2013.

11. Resolution #2014-38 Approving an Agreement with Rick Larson, DBA World Amusements for Carnival Services for the 4th of July Celebration

The City Council adopted Resolution #2014-38, approving an Agreement with Rick Larson, DBA World Amusements, for carnival services for the 4th of July Celebration at Rosewood Park.

12. Resolution #2014-37 Approving the Purchase of (1) One Natural Gas Powered Bus from A-Z Bus Sales, Inc.

The City Council adopted Resolution #2014-37, approving the purchase of one natural gas (CNG) powered bus to operate on the Metrolink 26th Street commuter shuttle service.

13. Resolution #2014-45 Approving a Water Right Lease and Agreement with the City of Whittier for FY 2014-2015

The City Council adopted Resolution #2014-45, approving a Water Right Lease and Agreement with the City of Whittier for FY 2014-2015, and provided direction to staff to pursue a multiyear agreement with the City of Whittier.

14. Resolution #2014-47 Authorizing the Destruction of Certain Records

The City Council adopted Resolution #2014-47, authorizing the destruction of certain records.

15. Resolution #2014-40 Approving a Revised Services Agreement with Pyro Spectaculars, Inc.

The City Council adopted Resolution #2014-40, approving a Revised Services Agreement with Pyro Spectaculars, Inc., for the 4th of July Pyrotechnic Display at Rosewood Park, and thereby repealing Resolution #2014-31.

SCHEDULED MATTERS

16. Review of Issues Related to the City Council City Vehicle Use Policy

May 20, 2014

This item was heard after Item #17.

Councilmember Robles stated that she requested this item in order to review the City's Vehicle Use Policy, and to allow for discussion to see if City Council would like to make any changes to the Policy, including possible changes to the in-and-out vehicle logs. In response to Mayor Pro Tem Leon's question regarding reimbursement for taking City vehicles to college, Councilmember Robles stated that she is pursuing her Master's Degree in Political Science, which is closely related to her duties as a Councilmember. Discussion ensued regarding the proper reimbursement for vehicle use by Councilmember Robles. Councilmember Altamirano moved, seconded by Mayor Pro Tem Leon, to request from Councilmember Robles the amount of time that she used the City's vehicle to go to college, and in turn calculate the mileage for that purpose, and then have Councilmember Robles reimburse the City for the applicable amount associated with the usage.

ROLL CALL:

AYES: Councilmembers/Board Members Altamirano, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (3)

NOES: None (0)

ABSTAIN: Councilmembers/Board Members Aguilar and Robles (2)

ABSENT: None (0)

Discussed followed as to what the appropriate amount of reimbursement would be, and it was a consensus of City Council to let Councilmember Robles calculate the amount to be reimbursed to the City, and to agendize the matter for discussion during the City Council meeting scheduled for June 3, 2014.

17. Presentation by the Los Angeles County Metropolitan Transportation Authority (Metro)

This item was heard before Item #16.

Laura Cornejo, Project Manager for the Los Angeles County Metropolitan Transportation Authority (Metro), provided a brief presentation on Phase 2 of Metro's Eastside Transit Corridor Project. In response to Councilmember Aguilar's question on whether a stop in the City of Commerce could be included in the Project, Ms. Cornejo stated that City Council, or members of the community, could make such request, especially at these early stages of the Project.

18. Resolution #2014-39 Approving a Services Agreement with Multimedia LED Dynamic Displays for the Brenda Villa Aquatic Center Scoreboard

May 20, 2014

Parks and Recreation Assistant Director Lipton provided a brief overview of the staff report and recommended approving the proposed Services Agreement with Mutimedia LED Dynamic Displays. Discussion ensued, including that on using the scoreboard for advertising in order to recoup costs over time. Councilmember Aguilar moved, seconded by Councilmember Altamirano, to adopt Resolution #2014-39, approving the Services Agreement with Mutimedia LED Dynamic Displays for the purchase and installation of a replacement scoreboard system for the Brenda Villa Aquatics Center. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

19. Resolution #2014-42 Approving Participation in the Los Angeles Urban Community Development Block Grant (CDBG) Program

City Planner Marquez provided a brief overview of the staff report and recommended adoption of the proposed Resolution. Councilmember Aguilar moved, seconded by Councilmember Altamirano, to adopt Resolution #2014-42, approving the City's participation in the Los Angeles Urban Community Development Block Grant (CDBG) Program, and authorizing the Mayor to sign a Cooperation Agreement with the County of Los Angeles. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

20. Resolution #2014-43 Approving (3) Three New Contracts and Ratifying (1) One Amendment to an Existing Contract for the Home Preservation Grant Program

City Planner Marquez provided a brief overview of the staff report. Councilmember Aguilar moved, seconded by Councilmember Altamirano, to adopt Resolution #2014-43, approving (3) three new contracts and ratifying (1) one amendment to an existing contract for the Home Preservation Grant Program by Resolution #2014-43 (Project No. 601074-13 Community Development Block Grant Program). The motion carried by the following vote:

May 20, 2014

ROLL CALL:

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

21. Telegraph Road Street Improvement Project - Approval of Plans and Specifications

Public Works Director Babaki provided a brief overview of the staff report, and stated that rehabilitation of Telegraph Road had been included in the I-5 Consortium Cities Joint Power Authority Memorandum of Understanding with Los Angeles County's Metropolitan Transportation Authority, and that the I-5 Consortium will reimburse the City of Commerce, in the amount \$1,850,000, for design and engineering, public works inspection, construction management, and other construction services. Councilmember Aguilar moved, seconded by Councilmember Altamirano, to approve the plans and specifications for City Project No. 1305 – Telegraph Road Street Improvement Project, and authorizing the Public Works and Development Services Department to advertise for project bids. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

22. Commerce I-710 LAC Support for Community Alternative and I-710 Corridor Master Plan

City Administrator Rifa provided a brief overview of the staff report and recommended that City Council move forward with the previous recommendation to support Community Alternative 7.

The following individuals spoke in support of Community Alternative 7: Angelo Logan and Hugo Lujan.

Councilmember Aguilar moved, seconded by Councilmember Altamirano, to approve continuing support of Community Alternative 7, for analysis of the recirculation of CalTrans' I-710 EIR/EIS, and to proceed with the City's participation in the I-710 Corridor Aesthetic Master Plan. The motion carried by the following vote:

ROLL CALL:

MINUTES OF THE CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY MEETINGS

May 20, 2014

AYES: Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor
Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)
NOES: None (0)
ABSTAIN: None (0)

ADJOURNMENT

City Council adjourned at 8:36 p.m., to Wednesday, May 21, 2014, at 5:00 p.m., in the Council Chambers.

Lena Shumway
City Clerk, CMC

**MINUTES OF THE CONCURRENT ADJOURNED MEETINGS
OF THE CITY COUNCIL OF THE CITY OF COMMERCE and GOVERNING BODY OF THE
SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT
COMMISSION**

Tuesday, May 20, 2014

Mayor/Chairperson Aguilar called the Special meeting of the City Council/Successor Agency to order on May 20, 2014, at 5:05 p.m. in the City Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chairperson Leon, and Mayor/Chairperson Baca Del Rio.

PUBLIC COMMENT

There were no individuals wishing to address the City Council on closed session items.

CLOSED SESSION

City Council/Successor Agency recessed to Closed Session at 5:05 p.m. for the following matters:

1. Pursuant to Government Code §54956.8, the **Successor Agency** will confer with its real property negotiator, Jorge Rifá with respect to real estate negotiations with Craig Realty Corporation concerning the proposed Urban Entertainment Center Project, including proposed price and other terms relating thereto, comprised of the former Commerce Community Development Commission-owned real property located along the Telegraph Road Corridor, south of Gaspar Avenue and north of the Commerce Casino [Tubeway Avenue], which was the subject of a recent lot line adjustment and formerly known as 5809, 5819, 5823, 2901/2903, 5933, 5959, 6001 and 6003 Telegraph Road and 2240 Gaspar Avenue; 2311, 2322 and 2366 Travers Avenue, Commerce, California.
2. Pursuant to Government Code §54957, the **City Council** will consider personnel matters related to public employee discipline/ dismissal/release/compensated administrative leave and other available changes in employment status or terms and conditions of employment of a certain public employee.
3. Pursuant to Government Code §54957.6 the City Council will confer with its labor negotiator, Jorge Rifa, with respect to labor negotiations pertaining to compensation and benefits for the unrepresented full-time executive management employees, including the City Clerk.
4. Pursuant to Government Code §54956.9(b), the **City Council** will confer with its legal counsel, and take the appropriate action with respect to, significant exposure to litigation in two potential case.

THE CITY COUNCIL RECONVENED TO OPEN SESSION at 6: 37 p.m.

ORAL CLOSED SESSION ANNOUNCEMENT

City Attorney Olivo reported on the actions taken:

1. The Board Members of the Successor Agency provided direction to staff on item #1, and the direction was unanimous (Ayes: Board Members Aguilar, Altamirano, Robles, Vice Chairperson Leon and Chairperson Baca Del Rio)
2. There were no reportable action taken on item #2
3. There were no reportable action taken on item #3
4. In regards to the first potential litigation case, the City Council provided direction to staff. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, the motion was unanimously approved (Ayes: Board Members Aguilar, Altamirano, Robles, Vice Chairperson Leon and Chairperson Baca Del Rio)

In regards to second potential litigation case, there were no reportable action taken.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 6:37 p.m.

Lena Shumway
City Clerk, CMC

MINUTES
JOINT ADJOURNED REGULAR MEETING OF THE
MEASURE AA ADVISORY COMMITTEE AND
THE CITY COUNCIL OF THE CITY OF COMMERCE

Tuesday, May 13, 2014 – 5:00 P.M.

The meeting was called to order on May 13, 2014, at 5:10 p.m., in the Community Room, 2535 Commerce Way, Commerce, California. **Present:** Councilmembers Altamirano, Aguilar, Robles, Mayor Pro Tem Leon (4), and Committee Members Flores, Grajeda, Stinett, Larsen, Vice Chairperson Rodriguez, and Chairperson Craig (5). **Absent:** Mayor Baca Del Rio and Board Member Papain. Committee member Flores arrived at 5:20 p.m.

Staff Present: Jorge Rifá, City Administrator; Eduardo Olivo, City Attorney; Vilko Domic, Finance Director, and Lena Shumway, City Clerk.

PUBLIC COMMENT

There were no individuals wishing to address City Council or the Measure AA Advisory Committee.

SCHEDULED MATTERS

1. Report on Administration and Implementation of Measure AA Related Matters

City Attorney Olivo provided an overview of Ordinance #649 and Resolution #13-41. Finance Director Domic provided an overview of the distribution of funds and approved projects, and added that Measure AA revenue is \$5,361,046, which is better than initially projected.

Committee Member Flores arrived at 5:20 p.m.

Finance Director Domic stated that several of the projects that have already been approved by the Measure AA Advisory Committee will be presented for approval to City Council in June 2014.

Discussion followed regarding project priority and the criteria used for selecting some projects over others, especially as some project not selected have worse street conditions. Vice Chair Rodriguez noted that project priority depends on street conditions, but also if the street could be saved, or if a complete resurfacing project would be required.

Councilmember Robles recommended that the City of Commerce partner with surrounding jurisdictions in order to better qualify for the federal dollars, which in turn would allow for more capital improvement projects.

Committee Member Grajeda recommended possibly looking into putting up welcome signs on the City's borders.

Discussion took place regarding sidewalk issues. Mayor Pro Tem Leon requested that staff schedule a meeting with BNSF in order to discuss sidewalk issues on their property.

Finance Director Domic stated that information regarding the Measure AA Committee, as well as the matrix outlining approved projects and revenues received, will be posted on the City's website. Discussion followed regarding roles and duties of the Measure AA Advisory Committee and its Members.

In response to Chair Craig's statement that the City needs to establish a city-wide maintenance program, Public Works Director Babaki stated that a street pavement management plan can be designed and implemented in order to provide for timely, cost efficient, maintenance of City streets, instead of allowing roads to deteriorate to the point where they need to be replaced entirely. Discussion followed on conducting a city-wide inventory study/analysis and it was recommended that a strategic maintenance plan be developed, as well as for a study/analysis of an associated reserve fund. Mayor Pro Tem Leon requested an agenda item, for the first meeting in June 2014, for the discussion of conducting a reserve study/analysis. Chair Craig stressed the importance of budgeting and planning for the maintenance of aged infrastructure, which would begin with an evaluation of all infrastructure assets in the City.

Discussion followed on whether the City's General Fund, or Measurer AA Funds, would be used to cover expense for establishing a street management plan. Mayor Pro Tem Leon requested that the funding for a street pavement management plan be incorporated into the upcoming budget discussion.

Committee Member Larsen left at 6:11 p.m.

The following future agenda items were requested by Mayor Pro Tem Leon: street pavement management plan, reserve management plan, and a city-wide asset inventory. City Council and the Measure AA Advisory Committee discussed the following topics: establishing long-term goals for the City; beautification of the City; economic development, and how to promote the City; and possibly updating the vision, mission, and strategic plan of the City. Mayor Pro Tem Leon requested that the most current City's Strategic Plan be provided to all Committee Members, and requested that staff bring back the City's Strategic Plan for discussion and possible update.

For increased transparency, Committee Members recommended using social media, scheduling town hall meetings, and generally informing residents on how the Measure AA funds are to be spent, and what projects have approved.

Discussion took place on whether City Council and the Measure AA Advisory Committee would like to have more joint meetings, as well as the possibility of amending an ordinance to change the corresponding terms of Committee Members and Councilmembers to staggered terms for Committee Members.

ADJOURNMENT

City Council and the Measure AA Advisory Commission adjourned at 7:13 p.m., to Tuesday, May 20, 2014, at 5:00 p.m., in the Council Chambers.

Lena Shumway
City Clerk, CMC



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 3

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING REVISIONS TO THE CITY OF COMMERCE PERSONNEL POLICIES AND PROCEDURES MANUAL BY ADOPTING AN AMERICAN WITH DISABILITIES ACT GRIEVANCE POLICY

MEETING DATE: JUNE 3, 2014

RECOMMENDATION:

Staff is recommending the City Council adopt an Americans with Disabilities Act (hereinafter "ADA") Grievance Policy which will provide notice of the City's processes and responsibilities as required by law and designates the Director of Human Resources as the City's ADA Coordinator.

ANALYSIS:

Public entities, such as cities and other local governments are primarily concerned with Title II of the ADA which prohibits discrimination and requires access to programs, services and activities of the public entity. In essence, the ADA provides that persons with disabilities have the same opportunities as persons without disabilities. Federal regulations require public entities to adopt an internal grievance procedure to provide for prompt and equitable resolution of complaints alleging any action that is prohibited by Title II of the ADA. Neither Title II nor its implementing regulations describe what ADA grievance procedures must include. However, the Department of Justice has developed a model grievance procedure that staff has used to draft the City's proposed policy (attached).

Additionally, public entities must provide notice to make available to interested persons the name, office address and telephone number of the ADA coordinator (28 CFR §35.107(a)). If a public entity has 50 or more employees, it is required to designate at least one responsible employee to coordinate ADA compliance. Although the law does not refer to this person as an "ADA Coordinator," this term is commonly used in local governments across the country. The ADA Coordinator is responsible for coordinating the efforts of the public entity to comply with Title II and investigating any complaints that the entity has violated Title II. Staff is recommending the proposed ADA Policy designate the Director of Human Resources as the ADA Coordinator.

Two additional requirements public entities must comply with under the ADA are to create a Self Evaluation and Transition Plan. The Self Evaluation involves a review of policies, procedures, practices and programs, where the transition plan is a review and identification of physical barriers that may deny access for individuals with disabilities. Staff is currently seeking qualified vendors to perform these services for the City and expects to bring forward an agreement for City Council approval shortly.

ALTERNATIVES:

1. Provide staff with further direction.
2. Adopt a resolution approving the ADA Grievance Policy.

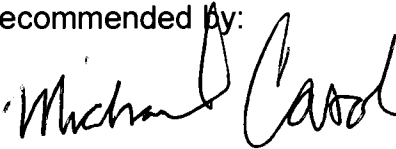
FISCAL IMPACT:

This action can be carried out with no fiscal impact.

RELATIONSHIP TO STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic goal.

Recommended by:



Michael A. Casalou
Director of Human Resources

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENT:

Proposed ADA Grievance Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING AN AMERICANS WITH DISABILITIES GRIEVANCE POLICY

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

WHEREAS, In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Commerce will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.; and

WHEREAS, The City of Commerce will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of Commerce's programs, services and activities.; and

WHEREAS, The City of Commerce will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services and activities.

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

Section 1. The City of Commerce hereby adopts this internal grievance procedure to provide for prompt and equitable resolution of complaints alleging any action that is prohibited by Title II of the Americans with Disabilities Act (hereinafter "ADA"). Additionally, the City has designated the City Director of Human Resources as the ADA Coordinator.

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

PASSED, APPROVED AND ADOPTED this _____ day of June, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

Approved:



City of Commerce, California
Human Resources Policy and Procedure Manual

Human Resources Director

City Administrator

Number: _ Effective Date: 05/2014

SUBJECT: ADA GRIEVANCE POLICY AND PROCEDURES

PURPOSE:

To assist the City of Commerce to comply with the ADA, 28 CFR Part 35.107. The policy provides a procedure to be followed to respond to individuals, or a specific class of individuals, who wish to communicate a complaint alleging that they have been subject to discrimination on the basis of disability by the City of Commerce.

POLICY:

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Commerce will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.

I. DEFINITIONS

- A. ADA: Americans with Disability Act of 1990.
- B. ADA Coordinator: Responsible employee with a working knowledge of the requirements of ADA and designated to coordinate the City's efforts to comply with and carry out the City's ADA responsibilities. The City of Commerce designates the Director of Human Resources as the ADA Coordinator.
- C. CFR: Code of Federal Regulations.
- D. TDD: Telecommunications Device for the Deaf.

II. CONFIDENTIALITY

The ADA Coordinator maintains confidentiality with regard to complaints, consultations and mediations, unless disclosure is notwithstanding the requirements of litigation and court proceedings. If the disclosure of information to another person is necessary to proceed with an investigation, the complainant will be advised first and consulted on whether and/or how to proceed.

III. RETALIATION

Retaliation against a person who files a complaint of discrimination or harassment, participates in an investigation of such a complaint, or opposes an unlawful employment practice is prohibited by Federal and State law and City policy. Anyone who believes she or he has been retaliated against for filing a complaint of discrimination or harassment is encouraged to report the retaliatory actions to the ADA Coordinator.

IV. PROCEDURE

This procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. This procedure shall be liberally construed to protect the substantial rights of interested persons, to meet appropriate due process standards, and to assure compliance with the ADA. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Commerce. The City of Commerce's personnel policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination, such as the name, address, and phone number of the complainant, and location, date, and description of the problem. Alternative means of filing a complaint, such as a personal interview, use of a TDD, or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible, but no later than 60 calendar days after the alleged violation to:

ADA Coordinator
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Commerce and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Administrator or his/her designee.

Within 15 calendar days after receipt of the appeal, the City Administrator will

meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Administrator or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or his/her designee, appeals to the City Administrator or his/her designee, and responses from these two offices will be retained by the City of Commerce for at least three years.



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 4

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING REVISIONS TO THE PERSONNEL CLASSIFICATION AND COMPENSATION PLAN TO CREATE NEW CLASSIFICATION SPECIFICATIONS AND SET THE SALARY LEVEL FOR SENIOR FACILITY MAINTENANCE LEAD WORKER AND PERFORMING ARTS SPECIALIST; AND AUTHORIZE REVISIONS TO THE SALARY SCHEDULE FOR FLEET MAINTENANCE SUPERVISOR AND DAY CAMP PROGRAM SPECIALIST

MEETING DATE: JUNE 3, 2014

RECOMMENDATION:

Staff is recommending the City Council adopt a resolution amending the Classification and Compensation Plan by creating new classification specifications at the Parks and Recreation Department for Facility Maintenance Lead Worker and Performing Arts Specialist. Further, staff is recommending the City Council approve the compensation changes for two classifications (Fleet Maintenance Supervisor & Day Camp Program Specialist) as a result of a salary survey conducted in December 2013.

ANALYSIS:

Personnel Policy and Procedure's Classification Plan Administration provides the procedure for the development, revision and implementation of revising the City of Commerce Classification Plan. Staff is recommending the approval of the following newly-created classifications:

- 1) Senior Facility Maintenance Lead Worker – This new classification was initiated upon the recommendation of the Director of Parks & Recreation in December 2013. This is a full-time position that will oversee the Facility Maintenance Specialists, Maintenance Workers and Custodians. It is recommended that the compensation for this classification be set at Pay Schedule 21, equivalent to the Senior Park Maintenance Crew Leader, as both classifications require similar levels of responsibility, education and experience. Adjustments to the existing Department budget will nearly offset the increase funding needed for this position.

- 2) Performing Arts Program Specialist – The current classification of Performing Arts Program Coordinator does not accurately reflect the activities and responsibility level required for this position. The position is currently vacant. A Coordinator level position is generally a broader class with more supervision of people and/or programs than what the Department needs from this position. A more specialized position is more appropriate to meet the needs of the department. Staff is recommending creating the new position of Performing Arts Program Specialist and setting the salary equivalent to the Day Camp Program Specialist classification at Pay Schedule 15. The proposed FY 2014-15 Department Budget can absorb this salary adjustment.

In accordance with the CCEA Full-time Employee MOU 2013-2015, it was agreed that the City will review nine (9) classification specifications and salary levels as part of the Joint Labor Management Process. Based on a salary survey conducted in December 2013, staff is recommending two of these positions receive minor salary adjustments as follows:

- 1) Fleet Maintenance Supervisor – This classification is considered benchmarked as it is comparable with most survey cities. Staff is recommending the salary for this classification be adjusted 5% from Pay Schedule 25 to Pay Schedule 26. If approved, adequate funding will need to be included in the FY 2014-15 Department budget.
- 2) Day Camp Program Specialist – This classification is somewhat unique and therefore was deemed not comparable with other positions from our survey cities. As a result, staff is recommending the salary level for this classification be internally aligned by placing it 10% above Senior Recreation Leader, a position the Day Camp Program Specialist generally supervise, from Pay Schedule 14 to Pay Schedule 15. If approved, adequate funding will need to be included in the FY 2014-15 Department budget.

The above items were discussed and approved at the March and April 2014 Joint Labor/Management meetings.

FISCAL IMPACT:

The fiscal impact related to each of the aforementioned positions is as follows:

- **Senior Facility Maintenance Lead Worker** – the proposed Parks & Recreation budget for FY 2014-15 (presented to the City Council on April 8, 2014) highlighted the reallocation of funds from a vacant Assistant Supervisor position at Bristow Park to augment the funding for this new position.
- **Performing Arts Program Specialist** – No fiscal impact.
- **Fleet Maintenance Supervisor** – if the City Council approves this recommendation, this increase will be reflected in the Transportation Department proposed FY 2014-15 budget, scheduled to be presented before the City Council on June 10, 2014. The increase is approximately \$5,000.

- **Day Camp Program Specialist** – the 10% salary adjustment equates to an increase of approximately \$3,000 annually. If the City Council approves this adjustment, staff will incorporate the increase in the Parks & Recreation proposed budget for adoption in July.

RELATIONSHIP TO STRATEGIC GOALS:

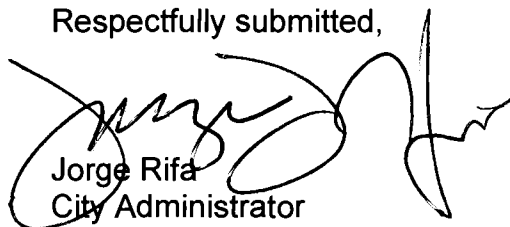
This item is not related to a specific 2012 Strategic goal.

Recommended by:



Michael A. Casalou
Director of Human Resources

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING: (1) REVISIONS TO THE PERSONNEL CLASSIFICATION AND COMPENSATION PLAN TO CREATE NEW CLASSIFICATION SPECIFICATIONS AND SET THE SALARY LEVEL FOR SENIOR FACILITY MAINTENANCE LEAD WORKER AND PERFORMING ARTS SPECIALIST; AND (2) REVISIONS TO THE SALARY SCHEDULE FOR FLEET MAINTENANCE SUPERVISOR AND DAY CAMP PROGRAM SPECIALIST

WHEREAS, the Human Resources Department periodically reviews classification specifications and compensation levels for various positions throughout the City; and

WHEREAS, the City Council has directed staff to review these classification specifications and compensation levels incrementally throughout the year rather than completing a classification and compensation study for the entire City all at once; and

WHEREAS, the proposed new and revised classifications and subsequent salary levels have been discussed and approved by the Joint Labor/Management Committee.

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

Section 1. The City of Commerce hereby approves: (1) revisions to the personnel classification and compensation plan to create new classification specifications and set the salary level for Senior Facility Maintenance Lead Worker and Performing Arts Specialist; and (2) revisions to the salary schedule for Fleet Maintenance Supervisor and Day Camp Program Specialist. A true and correct copy of the approved revisions are attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED this _____ day of June, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk



City of Commerce

SENIOR FACILITY MAINTENANCE LEAD WORKER

Department: **Parks & Recreation**

Class Code: **3607**

Revised Date: **April 2014**

FLSA Status: **Non-Exempt**

GENERAL PURPOSE: Under general supervision, performs general labor and provides oversight of the maintenance of City facilities, infrastructure; evaluates the work of crews in maintaining and repairing City facilities in accordance with all safety regulations and procedures.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

- Acts as lead worker to a crew of Facility Maintenance Specialists, Workers and Custodians, including scheduling and training employees, and assigning and coordinating daily work activities; purchases supplies and materials; inventory control functions including tracking purchases and safely storing supplies; preparation of written reports and other administrative assignments. [M N1]
- Inspects facilities and infrastructure for maintenance priorities, damage, hazards, and vandalism, and schedules maintenance and repairs, as needed;_
- Operates a variety of specialized equipment and performs manual labor tasks in order to maintain clean, safe, and attractive and user-friendly facilities; maintains floors, electrical and plumbing systems; and painted surfaces and; trash receptacles; follows all safety rules and regulations to minimize the risk of accidents;_
- Performs a variety of facility maintenance activities, including painting, cleaning, ordering and maintaining appropriate stocks of supplies, pest control; debris removal; loads and hauls debris and materials for disposal;_
- Performs basic inspections and maintenance of tools, equipment, roofs, rain gutters, motorized machinery, and performs minor repairs and maintenance;_
- Operates a variety of vehicles and equipment in accordance with all safety regulations and procedures; identifies and reports mechanical problems requiring additional repair;_
- Cleans and maintains park facilities; assists with facility design;_
- Coordinates facility repairs, cleaning and improvements in preparation for special events;_
- Monitors work site to ensure that safety rules and regulations are adhered to, and that the work zone and all equipment are in safe operating condition;_
- Recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries;_
- Responds as directed to perform emergency cleaning and maintenance work as required;_
- Provides input to the supervisor on the performance and appraisal of Facility Maintenance crew and Paint Crew;_
- In the absence of the supervisor, may be responsible for overseeing contractors, vendors and equipment rentals;_

JOB DESCRIPTION

Senior Facility Maintenance Lead Worker

DISTINGUISHING CHARACTERISTICS:

Senior Facility Maintenance Lead Worker is the senior level in the job series; this class differs from the Facility Maintenance Specialist by responsibilities for assigning daily staff activities, and purchasing supplies and materials; inventory control duties; providing written reports and other administrative assignments.

MINIMUM QUALIFICATIONS:

Education and Experience:

Any combination of education and experience equivalent to a High School Diploma or GED and four years experience in facility maintenance, including some Supervisory Experience (M.N.2) which includes but is not limited to the following fields: carpentry, plumbing, and electrical work.

Any combination of education and experience equivalent to a High School Diploma or GED and four years experience in facility maintenance, carpentry, plumbing and/or electrical work; some supervisory experience is preferred.

Required Licenses or Certifications:

- Must possess a current California Class C Driver's License at time of appointment. Additional specific training and certifications may be required.

Required Knowledge of:

- General computer skills required for the operation of Building-building automation, Alarm—alarm and security systems.
- City policies and procedures;
- Methods, materials, cleaning solutions, chemicals, and equipment used in facility maintenance and painting;
- Plumbing and electrical systems.
- Regulations on the use and application of cleaning solutions and chemicals, safety and cleanup;
- Federal, State, and City safety rules and regulations; and,
- Occupational hazards and safety precautions related to painting and facility maintenance.

Required Skill in:

- Assigning and scheduling work and overseeing a work crew;
- Assessing and prioritizing multiple tasks, projects and demands;
- Operating and maintaining power and hand tools and equipment in a safe and effective manner;
- Safe and efficient operation and maintenance of equipment according to standard operating and safety procedures;
- Safe use of chemicals, pesticides, cleaning solutions;
- Establishing and maintaining effective working relations with co-workers;
- Performing heavy manual labor, including lifting and carrying heavy objects; and,
- Closely following verbal and written instructions and procedures.

Physical Demands / Work Environment:

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



City of Commerce

PERFORMING ARTS PROGRAM SPECIALIST

Department: **Parks & Recreation**

Class Code:

5665

Revised Date: **April 2014**

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under general supervision, ~~to~~organizes, directs and conducts a variety of performing arts education programs ~~recreational activities at~~ assigned facilities; ~~to~~supervises staff and program participants; plans and coordinates a variety of performing arts education programs, ~~recreation programs and events,~~ and assures programs are delivered in a safe manner.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

- Plans, organizes, supervises and participates in ~~scheduled sessions of youth Day Camp~~ performing arts education programs.
- Schedules and coordinates a variety of ~~Day Camp recreation~~ performing arts education programs, activities, ~~contests, sporting events, games, and~~ special events; assures activities are in compliance with all laws, policies, regulations, goals and safety standards.
- Supervises, trains and schedules staff; plans, prioritizes and assigns tasks; monitors program events, and ~~recreation-performing arts~~ activities, and assures that staff adheres to policies and procedures for efficient and safe operations.
- Coordinates and oversees children's ~~recreation-performing arts education programs,~~ and events, special recreation sites, ~~games & activities, and classes, athletic contests,~~ organizes and promotes alternative activities, and special programs suited to the needs of participants.
- May plan and conduct field trips and group outings.
- Enforces rules and safety standards; leads program activities, and assists children ~~participants in recreation-performing arts~~ activities and special programs; reports and resolves complaints, requests, safety conditions, and security issues.
- Provides information and assistance to visitors and guests; resolves problems and customer service inquiries within scope of authority; recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries.
- Operates a variety of transportation vehicles in accordance with all traffic laws, regulations and procedures; assists in maintaining general appearance of facilities by cleaning areas in and around the facility, arranging equipment and other general maintenance duties.
- Develops participant interest and enthusiasm.

MINIMUM QUALIFICATIONS:

JOB DESCRIPTION

Day-Camp Performing Arts Program Specialist

Education and Experience:

High School Diploma or GED equivalent; AND two year's experience in youth group recreational performing arts program programs activities.

Required Licenses or Certifications:

- Must possess a valid current California Class C Commercial Driver's License at time of application and must obtain a Class B license with a passenger endorsement within 90 days of appointment. and CPR/AED/First Aid and CPR Safety certifications required within 90 days of appointment. Required to pass a background investigation.
- ~~First Aid CPR AED training is required.~~

Required Knowledge of:

- City policies and procedures.
- Rules and regulations governing the conduct and safety of persons using municipal recreational facilities.
- Safe driving techniques in all road conditions.
- First Aid and CPR.
- Occupational hazards and safety precautions

Required Skill in:

- Supervising work, training staff, and assigning tasks.
- Promoting and enforcing safe work practices.
- Operating public transportation vehicles in a safe manner, in compliance with all traffic laws, City policy and procedures, and state and local regulations.
- Reacting quickly to situations that could create safety and security problems.
- Providing effective customer service, and dealing tactfully and courteously with the guests.
- Closely following verbal and written instructions and procedures.
- Establishing and maintaining effective working relationships with co-workers and the public.

Physical Demands / Work Environment:

- Work is performed indoors and outdoors at City recreation facilities and venues; required to perform moderate physical work, and lift and carry up to 50 pounds.
- This is a safety sensitive position subject to drug and alcohol testing according to City policy.
- Incumbents may be required to work overtime, and evenings, weekends, and holiday shifts; must maintain a level of physical fitness to meet Department standards.

City of Commerce
Table 1 - Schematic of Occupational Job Classes -
F-T Employees Effective July 1, 2013

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5	Annual
FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.								
3205	City Planner	33.5	\$7,248.832	\$7,614.872	\$7,998.895	\$8,404.076	\$8,829.358	\$105,952.29
2405	Information Technology Manager	33.5	\$7,248.832	\$7,614.872	\$7,998.895	\$8,404.076	\$8,829.358	
5015	Parks & Recreation Superintendent	33.5	\$7,248.832	\$7,614.872	\$7,998.895	\$8,404.076	\$8,829.358	
1105	Public Information Officer	33.5	\$7,248.832	\$7,614.872	\$7,998.895	\$8,404.076	\$8,829.358	
4015	Public Safety Manager	32	\$6,729.397	\$7,070.045	\$7,427.620	\$7,805.296	\$8,198.840	\$98,386.09
2305	Purchasing Manager	32	\$6,729.397	\$7,070.045	\$7,427.620	\$7,805.296	\$8,198.840	
3105	Redevelopment & Housing Manager	31	\$6,406.733	\$6,729.397	\$7,070.045	\$7,427.620	\$7,805.296	\$93,663.55
1210	Senior Human Resources Analyst	28	\$6,022.710	\$6,331.621	\$6,651.111	\$6,988.586	\$7,339.813	\$88,077.76
1020	Senior Management Analyst	28	\$6,022.710	\$6,331.621	\$6,651.111	\$6,988.586	\$7,339.813	
5605	Recreation Manager	28	\$6,022.710	\$6,331.621	\$6,651.111	\$6,988.586	\$7,339.813	
3210	Associate Planner	27	\$4,827.266	\$6,022.710	\$6,331.621	\$6,651.111	\$6,988.586	\$83,863.03
3805	Environmental Services Manager	27	\$5,734.956	\$6,022.710	\$6,331.621	\$6,651.111	\$6,988.586	
5205	Aquatics Program Manager	26.5	\$5,596.370	\$5,878.833	\$6,176.107	\$6,488.192	\$6,818.261	\$81,819.13
5105	Special Events Supervisor	26.5	\$5,596.370	\$5,878.833	\$6,176.107	\$6,488.192	\$6,818.261	
4110	Crime Prevention Program Coordinator	26	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	\$6,651.111	\$79,813.33
1510	Librarian, Senior	26	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	\$6,651.111	
1527	Library Technical Services Supervisor	26	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	\$6,651.111	
1530	Literacy Program Manager	26	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	\$6,651.111	
1340	Fleet Maintenance Supervisor	26	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	\$6,651.111	
1110	Cable TV Coordinator	25.5	\$5,325.543	\$5,596.370	\$5,878.833	\$6,176.107	\$6,488.192	\$77,858.31
1115	Graphics & Printing Specialist	25.5	\$5,325.543	\$5,596.370	\$5,878.833	\$6,176.107	\$6,488.192	
3305	Code Enforcement Supervisor	25	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	\$75,979.45
3605	Facility Maintenance Supervisor	25	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	
1340	Fleet Maintenance Supervisor	25	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	
5705	Park Maintenance Supervisor	25	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	
3705	Street & Tree Maintenance Supervisor	25	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	
1315	Transit Supervisor	25	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	\$6,331.621	
1405	Executive Assistant	24.5	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	\$6,176.107	\$74,113.28
2105	Accountant II	24	\$4,944.694	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	\$72,272.52
2205	Business License Officer	24	\$4,944.694	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	
5505	Camp Program Manager	24	\$4,944.694	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	
4205	Emergency Preparedness Officer	24	\$4,944.694	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	
2410	Information Technology Specialist	24	\$4,944.694	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	
1515	Librarian	24	\$4,944.694	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	
4215	Social Services Coordinator	24	\$4,944.694	\$5,194.362	\$5,459.900	\$5,734.956	\$6,022.710	
5210	Assistant Aquatics Supervisor	23.5	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	\$70,546.00
3213	Assistant Planner	23.5	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	
1120	Media Specialist	23.5	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	
1125	Producer & Editor	23.5	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	
5610	Recreation Center Supervisor	23.5	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	
5805	Senior Center Supervisor	23.5	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	
5615	Sports Supervisor	23.5	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$5,878.833	
1212	Human Resources Analyst	23	\$4,700.454	\$4,935.476	\$5,182.250	\$5,441.362	\$5,713.429	\$68,561.15
1025	Deputy City Clerk	22.5	\$4,592.409	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	\$67,156.44
1525	Library Section Supervisor	22.5	\$4,592.409	\$4,827.266	\$5,068.471	\$5,325.543	\$5,596.370	
1520	Branch Library Supervisor	21.5	\$4,371.305	\$4,592.409	\$4,827.266	\$5,068.471	\$5,325.543	\$63,906.52
5305	Food Services Supervisor	21.5	\$4,371.305	\$4,592.409	\$4,827.266	\$5,068.471	\$5,325.543	
5220	Head Swim Coach	21.5	\$4,371.305	\$4,592.409	\$4,827.266	\$5,068.471	\$5,325.543	
5223	Water Polo Coach	21.5	\$4,371.305	\$4,592.409	\$4,827.266	\$5,068.471	\$5,325.543	
2104	Accountant I	21	\$4,263.397	\$4,479.211	\$4,707.721	\$4,944.694	\$5,194.362	\$62,332.35
3110	Community Development Coordinator	21	\$4,263.397	\$4,479.211	\$4,707.721	\$4,944.694	\$5,194.362	
3505	Permit Technician, Senior	21	\$4,263.397	\$4,479.211	\$4,707.721	\$4,944.694	\$5,194.362	
5707	Senior Park Maintenance Crew Leader	21	\$4,263.397	\$4,479.211	\$4,707.721	\$4,944.694	\$5,194.362	
3607	Senior Facility Maintenance Lead Worker	21	\$4,263.397	\$4,479.211	\$4,707.721	\$4,944.694	\$5,194.362	

City of Commerce
Table 1 - Schematic of Occupational Job Classes -
F-T Employees Effective July 1, 2014

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5	Annual
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.					
3205	City Planner	33.5	\$7,575.030	\$7,957.541	\$8,358.846	\$8,782.259	\$9,226.68	\$110,720.14
2405	Information Technology Manager	33.5	\$7,575.030	\$7,957.541	\$8,358.846	\$8,782.259	\$9,226.68	
5015	Parks & Recreation Superintendent	33.5	\$7,575.030	\$7,957.541	\$8,358.846	\$8,782.259	\$9,226.68	
1105	Public Information Officer	33.5	\$7,575.030	\$7,957.541	\$8,358.846	\$8,782.259	\$9,226.68	
4015	Public Safety Manager	32	\$7,032.220	\$7,388.197	\$7,761.863	\$8,156.534	\$8,567.79	\$102,813.46
2305	Purchasing Manager	32	\$7,032.220	\$7,388.197	\$7,761.863	\$8,156.534	\$8,567.79	
3105	Redevelopment & Housing Manager	31	\$6,695.036	\$7,032.220	\$7,388.197	\$7,761.863	\$8,156.53	\$97,878.41
1210	Senior Human Resources Analyst	28	\$6,293.732	\$6,616.544	\$6,950.411	\$7,303.072	\$7,670.10	\$92,041.26
1020	Senior Management Analyst	28	\$6,293.732	\$6,616.544	\$6,950.411	\$7,303.072	\$7,670.10	
5605	Recreation Manager	28	\$6,293.732	\$6,616.544	\$6,950.411	\$7,303.072	\$7,670.10	
3210	Associate Planner	27	\$5,044.493	\$6,293.732	\$6,616.544	\$6,950.411	\$7,303.07	\$87,636.87
3805	Environmental Services Manager	27	\$5,993.029	\$6,293.732	\$6,616.544	\$6,950.411	\$7,303.07	
5205	Aquatics Program Manager	26.5	\$5,848.206	\$6,143.380	\$6,454.032	\$6,780.161	\$7,125.08	\$85,500.99
5105	Special Events Supervisor	26.5	\$5,848.206	\$6,143.380	\$6,454.032	\$6,780.161	\$7,125.08	
4110	Crime Prevention Program Coordinator	26	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.544	\$6,950.41	\$83,404.93
1510	Librarian, Senior	26	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.544	\$6,950.41	
1527	Library Technical Services Supervisor	26	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.544	\$6,950.41	
1530	Literacy Program Manager	26	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.544	\$6,950.41	
1340	Fleet Maintenance Supervisor	26	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.544	\$6,950.41	
1110	Cable TV Coordinator	25.5	\$5,565.193	\$5,848.206	\$6,143.380	\$6,454.032	\$6,780.16	\$81,361.93
1115	Graphics & Printing Specialist	25.5	\$5,565.193	\$5,848.206	\$6,143.380	\$6,454.032	\$6,780.16	
3305	Code Enforcement Supervisor	25	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.54	\$79,398.53
3605	Facility Maintenance Supervisor	25	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.54	
1340	Fleet Maintenance Supervisor	25	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.54	
5705	Park Maintenance Supervisor	25	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.54	
3705	Street & Tree Maintenance Supervisor	25	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.54	
1315	Transit Supervisor	25	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.732	\$6,616.54	
1405	Executive Assistant	24.5	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.380	\$6,454.03	\$77,448.38
2105	Accountant II	24	\$5,167.205	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.73	\$75,524.78
2205	Business License Officer	24	\$5,167.205	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.73	
5505	Camp Program Manager	24	\$5,167.205	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.73	
4205	Emergency Preparedness Officer	24	\$5,167.205	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.73	
2410	Information Technology Specialist	24	\$5,167.205	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.73	
1515	Librarian	24	\$5,167.205	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.73	
4215	Social Services Coordinator	24	\$5,167.205	\$5,428.108	\$5,705.595	\$5,993.029	\$6,293.73	
5210	Assistant Aquatics Supervisor	23.5	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.38	\$73,720.57
3213	Assistant Planner	23.5	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.38	
1120	Media Specialist	23.5	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.38	
1125	Producer & Editor	23.5	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.38	
5610	Recreation Center Supervisor	23.5	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.38	
5805	Senior Center Supervisor	23.5	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.38	
5615	Sports Supervisor	23.5	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.206	\$6,143.38	
1212	Human Resources Analyst	23	\$4,911.974	\$5,157.572	\$5,415.451	\$5,686.224	\$5,970.53	\$71,646.40
1025	Deputy City Clerk	22.5	\$4,799.068	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.21	\$70,178.48
1525	Library Section Supervisor	22.5	\$4,799.068	\$5,044.493	\$5,296.552	\$5,565.193	\$5,848.21	
1520	Branch Library Supervisor	21.5	\$4,568.013	\$4,799.068	\$5,044.493	\$5,296.552	\$5,565.19	\$66,782.31
5305	Food Services Supervisor	21.5	\$4,568.013	\$4,799.068	\$5,044.493	\$5,296.552	\$5,565.19	
5220	Head Swim Coach	21.5	\$4,568.013	\$4,799.068	\$5,044.493	\$5,296.552	\$5,565.19	
5223	Water Polo Coach	21.5	\$4,568.013	\$4,799.068	\$5,044.493	\$5,296.552	\$5,565.19	
2104	Accountant I	21	\$4,455.250	\$4,680.776	\$4,919.569	\$5,167.205	\$5,428.11	\$65,137.30
3110	Community Development Coordinator	21	\$4,455.250	\$4,680.776	\$4,919.569	\$5,167.205	\$5,428.11	
3505	Permit Technician, Senior	21	\$4,455.250	\$4,680.776	\$4,919.569	\$5,167.205	\$5,428.11	
5707	Senior Park Maintenance Crew Leader	21	\$4,455.250	\$4,680.776	\$4,919.569	\$5,167.205	\$5,428.11	
3607	Senior Facility Maintenance Lead Worker	21	\$4,455.250	\$4,680.776	\$4,919.569	\$5,167.205	\$5,428.11	

City of Commerce

**Table 1 - Schematic of Occupational Job Classes -
P-T Employees Effective July 1, 2013**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.				
3405	CIP Manager	33.5	\$41.32	\$43.41	\$45.59	\$47.90	\$50.33
1535	Special Education Reading Coordinator	26	\$31.05	\$32.62	\$34.29	\$36.04	\$37.82
1540	Special Education Reading Tutor	25	\$29.57	\$31.05	\$32.62	\$34.29	\$36.04
1515	Librarian	24	\$28.14	\$29.57	\$31.05	\$32.62	\$34.29
1120	Media Specialist	23.5	\$27.47	\$28.85	\$30.33	\$31.84	\$33.46
5613	Teen Center Supervisor	23.5	\$27.47	\$28.85	\$30.33	\$31.84	\$33.46
3310	Code Enforcement Officer II	23	\$26.79	\$28.14	\$29.57	\$31.05	\$32.62
4115	Community Safety Specialist	23	\$26.79	\$28.14	\$29.57	\$31.05	\$32.62
5645	Boxing Instructor	22.5	\$26.12	\$27.47	\$28.85	\$30.33	\$31.84
4210	Emergency Preparedness Assistant Officer	21.5	\$24.87	\$26.12	\$27.47	\$28.85	\$30.33
3115	CDBG Specialist	21	\$24.26	\$25.49	\$26.79	\$28.14	\$29.57
3610	Facility Maintenance Specialist	20	\$23.10	\$24.26	\$25.49	\$26.79	\$28.14
5677	Teen Center Assistant Supervisor	19.5	\$22.53	\$23.67	\$24.87	\$26.12	\$27.47
4116	Community Services Officer	19	\$21.98	\$23.10	\$24.26	\$25.49	\$26.79
3510	Permit Technician	19	\$21.98	\$23.10	\$24.26	\$25.49	\$26.79
4120	Animal Control Officer	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
1325	Bus Operator II P/T	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
3315	Code Enforcement Officer I	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
4310	Employment Services Representative, Senior - F	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
5225	Supervising Lifeguard	17.5	\$20.40	\$21.44	\$22.53	\$23.67	\$24.87
1545	Library Assistant, Senior Part-Time	17	\$19.93	\$20.92	\$21.98	\$23.10	\$24.26
1415	Office Specialist - P/T	17	\$19.93	\$20.92	\$21.98	\$23.10	\$24.26
5715	Park Maintenance Worker - Part-Time	17	\$19.93	\$20.92	\$21.98	\$23.10	\$24.26
3615	Facility Maintenance Worker Part-Time	16.5	\$19.44	\$20.40	\$21.44	\$22.53	\$23.67
3715	Painter - Part-Time	16.5	\$19.44	\$20.40	\$21.44	\$22.53	\$23.67
5650	Boxing Assistant Instructor	16	\$18.96	\$19.93	\$21.01	\$21.98	\$23.10
4315	Employment Services Representative	16	\$18.96	\$19.93	\$21.01	\$21.98	\$23.10
2415	Information Technology Technician	16	\$18.96	\$19.93	\$21.01	\$21.98	\$23.10
1550	Library Assistant Part-Time	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
1420	Office Assistant, Senior - P/T	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
1430	Receptionist	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
5680	Day Camp Program Specialist	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
5665	Performing Arts Program Specialist	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
2315	Central Stores Assistant	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
5640	Class instructor -Tap & Ballet Instructor	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
5655	Karate Instructor	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
5665	Performing Arts Coordinator	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
1326	Bus Operator I	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
5520	Camp Counselor, Senior	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
3215	Community Development Assistant	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
3620	Custodian - Part-Time	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
5680	Day Camp Program Specialist	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
5720	Park Maintenance Trainee	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92

City of Commerce

**Table 1 - Schematic of Occupational Job Classes -
P-T Employees Effective July 1, 2014**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.				
3405	CIP Manager	33.5	\$42.15	\$44.28	\$46.50	\$48.86	\$51.33
1535	Special Education Reading Coordinator	26	\$31.67	\$33.28	\$34.98	\$36.76	\$38.58
1540	Special Education Reading Tutor	25	\$30.16	\$31.67	\$33.28	\$34.98	\$36.76
1515	Librarian	24	\$28.70	\$30.16	\$31.67	\$33.28	\$34.98
1120	Media Specialist	23.5	\$28.02	\$29.42	\$30.94	\$32.47	\$34.13
5613	Teen Center Supervisor	23.5	\$28.02	\$29.42	\$30.94	\$32.47	\$34.13
3310	Code Enforcement Officer II	23	\$27.32	\$28.70	\$30.16	\$31.67	\$33.28
4115	Community Safety Specialist	23	\$27.32	\$28.70	\$30.16	\$31.67	\$33.28
5645	Boxing Instructor	22.5	\$26.64	\$28.02	\$29.42	\$30.94	\$32.47
4210	Emergency Preparedness Assistant Officer	21.5	\$25.36	\$26.64	\$28.02	\$29.42	\$30.94
3115	CDBG Specialist	21	\$24.75	\$26.00	\$27.32	\$28.70	\$30.16
3610	Facility Maintenance Specialist	20	\$23.56	\$24.75	\$26.00	\$27.32	\$28.70
5677	Teen Center Assistant Supervisor	19.5	\$22.98	\$24.15	\$25.36	\$26.64	\$28.02
4116	Community Services Officer	19	\$22.42	\$23.56	\$24.75	\$26.00	\$27.32
3510	Permit Technician	19	\$22.42	\$23.56	\$24.75	\$26.00	\$27.32
4120	Animal Control Officer	18.5	\$21.87	\$22.98	\$24.15	\$25.36	\$26.64
1325	Bus Operator II P/T	18.5	\$21.87	\$22.98	\$24.15	\$25.36	\$26.64
3315	Code Enforcement Officer I	18.5	\$21.87	\$22.98	\$24.15	\$25.36	\$26.64
4310	Employment Services Representative, Senior - F	18.5	\$21.87	\$22.98	\$24.15	\$25.36	\$26.64
5225	Supervising Lifeguard	17.5	\$20.81	\$21.87	\$22.98	\$24.15	\$25.36
1545	Library Assistant, Senior Part-Time	17	\$20.33	\$21.34	\$22.42	\$23.56	\$24.75
1415	Office Specialist - P/T	17	\$20.33	\$21.34	\$22.42	\$23.56	\$24.75
5715	Park Maintenance Worker - Part-Time	17	\$20.33	\$21.34	\$22.42	\$23.56	\$24.75
3615	Facility Maintenance Worker Part-Time	16.5	\$19.83	\$20.81	\$21.87	\$22.98	\$24.15
3715	Painter - Part-Time	16.5	\$19.83	\$20.81	\$21.87	\$22.98	\$24.15
5650	Boxing Assistant Instructor	16	\$19.34	\$20.33	\$21.43	\$22.42	\$23.56
4315	Employment Services Representative	16	\$19.34	\$20.33	\$21.43	\$22.42	\$23.56
2415	Information Technology Technician	16	\$19.34	\$20.33	\$21.43	\$22.42	\$23.56
1550	Library Assistant Part-Time	15	\$18.39	\$19.34	\$20.33	\$21.34	\$22.42
1420	Office Assistant, Senior - P/T	15	\$18.39	\$19.34	\$20.33	\$21.34	\$22.42
1430	Receptionist	15	\$18.39	\$19.34	\$20.33	\$21.34	\$22.42
5680	Day Camp Program Specialist	15	\$18.39	\$19.34	\$20.33	\$21.34	\$22.42
5665	Performing Arts Program Specialist	15	\$18.39	\$19.34	\$20.33	\$21.34	\$22.42
2315	Central Stores Assistant	14.5	\$17.97	\$18.85	\$19.83	\$20.81	\$21.87
5640	Class instructor -Tap & Ballet Instructor	14.5	\$17.97	\$18.85	\$19.83	\$20.81	\$21.87
5655	Karate Instructor	14.5	\$17.97	\$18.85	\$19.83	\$20.81	\$21.87
5666	Performing Arts Coordinator	14.5	\$17.97	\$18.85	\$19.83	\$20.81	\$21.87
1326	Bus Operator I	14	\$17.50	\$18.39	\$19.34	\$20.33	\$21.34
5520	Camp Counselor, Senior	14	\$17.50	\$18.39	\$19.34	\$20.33	\$21.34
3215	Community Development Assistant	14	\$17.50	\$18.39	\$19.34	\$20.33	\$21.34
3620	Custodian - Part-Time	14	\$17.50	\$18.39	\$19.34	\$20.33	\$21.34
5680	Day Camp Program Specialist	14	\$17.50	\$18.39	\$19.34	\$20.33	\$21.34
5720	Park Maintenance Trainee	14	\$17.50	\$18.39	\$19.34	\$20.33	\$21.34
5227	Assistant Swim Coach	13.5	\$17.09	\$17.97	\$18.85	\$19.83	\$20.81
5226	Assistant Water Polo Coach	13.5	\$17.09	\$17.97	\$18.85	\$19.83	\$20.81
5240	Fitness Attendant	13.5	\$17.09	\$17.97	\$18.85	\$19.83	\$20.81
5230	Instructor Guard	13.5	\$17.09	\$17.97	\$18.85	\$19.83	\$20.81

City of Commerce

**Table 1 - Schematic of Occupational Job Classes -
P-T Employees Effective January 1, 2015**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.				
3405	CIP Manager	33.5	\$42.65	\$44.81	\$47.06	\$49.45	\$50.93
1535	Special Education Reading Coordinator	26	\$32.05	\$33.67	\$35.39	\$37.20	\$38.28
1540	Special Education Reading Tutor	25	\$30.53	\$32.05	\$33.67	\$35.39	\$36.47
1515	Librarian	24	\$29.05	\$30.53	\$32.05	\$33.67	\$34.70
1120	Media Specialist	23.5	\$28.36	\$29.78	\$31.31	\$32.86	\$33.86
5613	Teen Center Supervisor	23.5	\$28.36	\$29.78	\$31.31	\$32.86	\$33.86
3310	Code Enforcement Officer II	23	\$27.65	\$29.05	\$30.53	\$32.05	\$33.01
4115	Community Safety Specialist	23	\$27.65	\$29.05	\$30.53	\$32.05	\$33.01
5645	Boxing Instructor	22.5	\$26.96	\$28.36	\$29.78	\$31.31	\$32.22
4210	Emergency Preparedness Assistant Officer	21.5	\$25.67	\$26.96	\$28.36	\$29.78	\$30.69
3115	CDBG Specialist	21	\$25.04	\$26.31	\$27.65	\$29.05	\$29.93
3610	Facility Maintenance Specialist	20	\$23.84	\$25.04	\$26.31	\$27.65	\$28.48
5677	Teen Center Assistant Supervisor	19.5	\$23.26	\$24.44	\$25.67	\$26.96	\$27.80
4116	Community Services Officer	19	\$22.69	\$23.84	\$25.04	\$26.31	\$27.11
3510	Permit Technician	19	\$22.69	\$23.84	\$25.04	\$26.31	\$27.11
4120	Animal Control Officer	18.5	\$22.13	\$23.26	\$24.44	\$25.67	\$26.43
1325	Bus Operator II P/T	18.5	\$22.13	\$23.26	\$24.44	\$25.67	\$26.43
3315	Code Enforcement Officer I	18.5	\$22.13	\$23.26	\$24.44	\$25.67	\$26.43
4310	Employment Services Representative, Senior - F	18.5	\$22.13	\$23.26	\$24.44	\$25.67	\$26.43
5225	Supervising Lifeguard	17.5	\$21.06	\$22.13	\$23.26	\$24.44	\$25.16
1545	Library Assistant, Senior Part-Time	17	\$20.57	\$21.59	\$22.69	\$23.84	\$24.55
1415	Office Specialist - P/T	17	\$20.57	\$21.59	\$22.69	\$23.84	\$24.55
5715	Park Maintenance Worker - Part-Time	17	\$20.57	\$21.59	\$22.69	\$23.84	\$24.55
3615	Facility Maintenance Worker Part-Time	16.5	\$20.07	\$21.06	\$22.13	\$23.26	\$23.96
3715	Painter - Part-Time	16.5	\$20.07	\$21.06	\$22.13	\$23.26	\$23.96
5650	Boxing Assistant Instructor	16	\$19.57	\$20.57	\$21.69	\$22.69	\$23.38
4315	Employment Services Representative	16	\$19.57	\$20.57	\$21.69	\$22.69	\$23.38
2415	Information Technology Technician	16	\$19.57	\$20.57	\$21.69	\$22.69	\$23.38
1550	Library Assistant Part-Time	15	\$18.61	\$19.57	\$20.57	\$21.59	\$22.24
1420	Office Assistant, Senior - P/T	15	\$18.61	\$19.57	\$20.57	\$21.59	\$22.24
1430	Receptionist	15	\$18.61	\$19.57	\$20.57	\$21.59	\$22.24
5680	Day Camp Program Specialist	15	\$18.61	\$19.57	\$20.57	\$21.59	\$22.24
5665	Performing Arts Program Specialist	15	\$18.61	\$19.57	\$20.57	\$21.59	\$22.24
2315	Central Stores Assistant	14.5	\$18.18	\$19.08	\$20.07	\$21.06	\$21.70
5640	Class instructor -Tap & Ballet Instructor	14.5	\$18.18	\$19.08	\$20.07	\$21.06	\$21.70
5655	Karate Instructor	14.5	\$18.18	\$19.08	\$20.07	\$21.06	\$21.70
5665	Performing Arts Coordinator	14.5	\$18.18	\$19.08	\$20.07	\$21.06	\$21.70
1326	Bus Operator I	14	\$17.71	\$18.61	\$19.57	\$20.57	\$21.17
5520	Camp Counselor, Senior	14	\$17.71	\$18.61	\$19.57	\$20.57	\$21.17
3215	Community Development Assistant	14	\$17.71	\$18.61	\$19.57	\$20.57	\$21.17
3620	Custodian - Part-Time	14	\$17.71	\$18.61	\$19.57	\$20.57	\$21.17
5680	Day Camp Program Specialist	14	\$17.71	\$18.61	\$19.57	\$20.57	\$21.17
5720	Park Maintenance Trainee	14	\$17.71	\$18.61	\$19.57	\$20.57	\$21.17
5227	Assistant Swim Coach	13.5	\$17.30	\$18.18	\$19.08	\$20.07	\$20.65
5228	Assistant Water Polo Coach	13.5	\$17.30	\$18.18	\$19.08	\$20.07	\$20.65
5240	Fitness Attendant	13.5	\$17.30	\$18.18	\$19.08	\$20.07	\$20.65
5230	Instructor Guard	13.5	\$17.30	\$18.18	\$19.08	\$20.07	\$20.65



CITY OF COMMERCE AGENDA REPORT

Item No. 5

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A Resolution Approving the Procurement of Six Mobile Digital Computer-Equipped Commerce Community Services Officer Vehicles From the Los Angeles Sheriff's Department

MEETING DATE: June 3, 2014

RECOMMENDATION:

Approve and adopt a Resolution approving the procurement of six Mobile Digital Computer (MDC)-equipped Commerce Community Services Officer (CSO) vehicles from the Los Angeles Sheriff's Department, assign the number next in order, and the appropriation of funds.

BACKGROUND/ANALYSIS:

The City of Commerce Public Safety Fleet is comprised mostly of older-model, high-mileage vehicles that patrol Commerce daily. Typically, two or three of the vehicles require some type of repair each week. Additionally, these vehicles are equipped with L.A. County Sheriff's Department's Mobile Digital Terminal (MDT) Computers. The MDT is being phased out by the Sheriff's Department.

In order to be compliant with state and federal regulations, Sheriff's policy dictates that all MDT computers must be replaced with upgraded Mobile Digital Computers (MDC) by July 1, 2014. The MDC are required in Commerce Community Services Officer (CSO) vehicles to allow our officers to communicate with the Sheriff's Department and access databases.

We are requesting six (6) fully-equipped Ford Explorer Utility Vehicles. These vehicles have a large storage capacity to carry barricades, cones and emergency equipment. The Explorers are high-tech, high-profile vehicles with large push bars and advanced LED lighting. They have a professional appearance and are practical for patrol use.

We propose to replace the 6 oldest vehicles (544, 547, 548, 549, 550 and 551) with new Ford Explorers under the Sheriff's vehicle leasing program. The six older vehicles will be given to the Sheriff's Department as a trade-in for credit. The new vehicles come fully equipped with an MDC, light bar, radio, and identifying stickers. Full maintenance is included and loaner cars are provided when the vehicles are at the Sheriff's Department's Fleet Management Bureau for maintenance.

ALTERNATIVES:

1. Purchase the six vehicles at a cost of \$230,214 over a 5 year period, as detailed under "Fiscal Impact" below; and/or.
2. Provide staff with further direction

FISCAL IMPACT:

The Sheriff's Department offers a lease program which allows for up to five years to pay for the vehicles. They can be returned at any time without a penalty, provided they have less than 15,000 miles per year. Historically, Commerce does not put that many miles on their CSO vehicles.

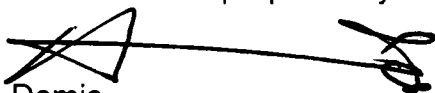
The Ford Utility Explorer's with MDC's would cost \$10,921 each, for the first and second years. For years 3-5, each vehicle will cost \$5,509 each year. Each of the first two years will cost \$65,526 for six vehicles. Years 3-5 will cost \$33,054 annually (for all six vehicles). The higher cost in the first two years covers the cost of the MDC's which are approximately \$13,000 each. This request was scheduled to come before the City Council as part of the FY 2014-15 Capital Outlay package; however, in order to have these vehicles operable by July 1, 2014, there must be adequate lead time in the procurement and equipping of all six vehicles. Staff is asking the City Council to approve the following:

- The five year lease option plan
- The first year allocation of \$65,526
- Direct staff to initiate the procurement process at this time

RELATIONSHIP TO STRATEGIC GOALS:

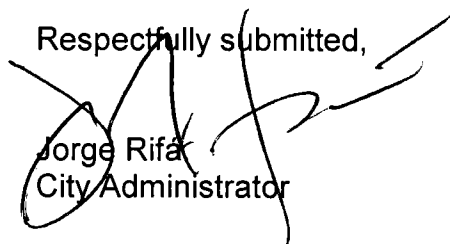
This report relates to the 2012 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce", as it addresses a community public safety issue of concern.

Recommended and prepared by:



Vilko Domic
Director of Finance

Respectfully submitted,




Jorge Rifa
City Administrator

Recommended and prepared by:



Matthew C. Rodriguez
Director of Safety and Community Services

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE PROCUREMENT OF SIX MOBILE DIGITAL
COMPUTER-EQUIPPED COMMUNITY SERVICES OFFICER VEHICLES FROM THE
LOS ANGELES SHERIFF'S DEPARTMENT, AND APPROPRIATION OF FUNDS

WHEREAS, the City Council of the City of Commerce engages the Los Angeles County Sheriff's Department as its general law enforcement agency; and

WHEREAS, the City-County Municipal Law Enforcement Services Agreement (the "Agreement") for services is renewable in five year increments; and

WHEREAS, the current Agreement, entered into on July 14, 2014, expires on June 30, 2019; and

WHEREAS it is determined to be in the best interest of the City of Commerce (the "City") to participate in the procurement of six MDC-Equipped Community Safety Officer vehicles from the Los Angeles Sheriff's Department.

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

Section 1. The City Council hereby approves the procurement of six Mobile Digital Computer-Equipped Community Services Officer Vehicles from the Los Angeles County Sheriff's Department.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk



CITY OF COMMERCE AGENDA REPORT

Item No. 6

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A Resolution of the Successor Agency to the Commerce Community Development Commission Approving an Agreement with Wilmington Trust, N.A. for Successor Trustee / Fiscal Agent Services

MEETING DATE: June 3, 2014

RECOMMENDATION:

Approve and adopt the Resolution approving an agreement with Wilmington Trust, N.A. for Successor Trustee / Fiscal Agent services, and assign the number next in order.

BACKGROUND/ANALYSIS:

Since 2007, the Successor Agency (formerly the Commerce Community Development Commission) has used Wells Fargo for its Trustee (Trust Administration) / Fiscal Agent Services related to the 1998, 2003 and 2007 outstanding bonds. In the latter part of 2013, Wells Fargo indicated that their company was amidst a corporate restructuring, resulting in an evaluation of their Trustee Services function. A decision was made to transition away from accounts that no longer were economically feasible – Commerce being one. Staff have been pleased with the services rendered over the last seven years and have been promised that the transition away from Wells Fargo will be seamless.

The decision to move to Wilmington Trust, N.A. (Wilmington) and entrust them with the Trustee / Fiscal Agent Services was an easy choice for several reasons:

- Cost Savings
- Continuity—personnel from Wells Fargo have transitioned to Wilmington

ALTERNATIVES:

1. Approve the recommendation to approve and adopt the Resolution approving an Agreement with Wilmington Trust, N.A. for Successor Trustee / Fiscal Agent Services
2. Provide staff with further direction.

FISCAL IMPACT:

Wells Fargo has been providing trustee services for \$16,400 annually. Wilmington's proposal highlights a cost of \$15,000 per year, resulting in a cost savings of \$1,400 annually. The amount of \$16,400 has been approved by the Oversight Board and the State Department of Finance through the ROPs process since our Commission was dissolved back in early 2012.

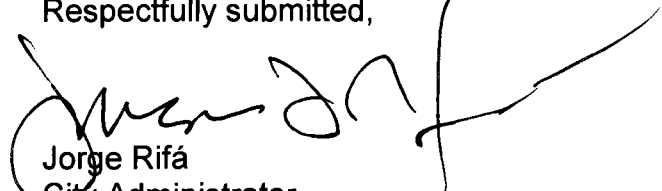
RELATIONSHIP TO STRATEGIC GOALS:

The agenda report does not have a direct relationship to any of the 2012 strategic goals.

Recommended and prepared by:


Vilko Domic
Director of Finance

Respectfully submitted,


Jorge Rifá
City Administrator

Approved as to form:


Eduardo Olivo
City Attorney

ATTACHMENTS:

- 1. Resolution
- 2. Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE
COMMUNITY DEVELOPMENT COMMISSION APPROVING AN AGREEMENT WITH
WILMINGTON TRUST, N.A. FOR SUCCESSOR TRUSTEE / FISCAL AGENT
SERVICES

WHEREAS, since 2007, the Commerce Community Development Commission (the "Commission") had used Wells Fargo for its Trustee (Trust Administration) / Fiscal Agent Services related to the 1998, 2003 and 2007 outstanding bonds; and

WHEREAS, pursuant to AB 1X 26 and AB 1484, the Successor Agency to the Commerce Community Development Commission (the "Successor Agency") has become the successor in interest to the Commission; and

WHEREAS, in the latter part of 2013, Wells Fargo indicated that their company was amidst a corporate restructuring, resulting in an evaluation of their Trustee Services function. Wells Fargo then made decided to transition away from accounts that it considered to no longer be economically feasible; the Commission account was such an account; and

WHEREAS, Successor Agency Staff recommends that the trustee services be transitioned to Wilmington Trust, N.A.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMERCE
COMMUNITY DEVELOPMENT COMMISSION DOES HEREBY ORDAIN AS
FOLLOWS:

Section 1. The Services Agreement between the Successor Agency and Wilmington Trust, N.A., for trustee/fiscal agent services, is hereby approved. The Successor Agency Chairperson is authorized to execute the Agreement for and on behalf of the Successor Agency.

Section 2. Successor Agency staff is directed to transmit this Resolution to the Oversight Board for the Successor Agency for their review and consideration of approval consistent with the requirements of AB x1 26 and AB 1484.

Section 3. The Successor Agency's Secretary shall certify to the adoption of this Resolution and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

Tina Baca Del Rio, Chairperson

ATTEST:

Lena Shumway
Secretary

THIS AGREEMENT (the "Agreement") entered into this _____, day of _____ 2014 (the "Effective Date") is by and between Wilmington Trust, N.A. ("Consultant") and the Successor Agency to the Commerce Community Development Commission (the "Successor Agency").

RECITALS

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

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

AGREEMENT

1. **Scope of Services and Schedule of Performance.**

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

2. **Term.**

Except as otherwise provided by Section 19 hereof, the term of this Agreement shall be for a period commencing on the Effective Date and shall continue until the Services to be provided are completed or until the Successor Agency provides notice that it no longer requires such Services.

3. **Compensation.**

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

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

4. **Financial Records.**

Consultant shall maintain complete and accurate records with respect to fees and costs

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

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel.

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

7. Responsible Principal and Project Manager.

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

8. Successor Agency Liaison.

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

9. Licenses.

Consultant warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the Services, by all

applicable regulating governmental agencies, and are in good standing with such applicable regulating governmental agencies.

10. Compliance with Laws.

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

11. Warranty and Liability.

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

12. Indemnification.

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

13. Confidentiality.

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the Successor Agency, or employees or agents of the Successor Agency, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the Successor Agency, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the Successor Agency of

such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Consultant notifies the Successor Agency of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

14. Ownership of Documents.

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

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

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

16. Covenant against Contingent Fees.

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

17. Conflict of Interest.

Consultant covenants that neither it nor any officer or principal of its firm have any

interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000, *et seq.*) and all other laws, respecting this Agreement and that no Services shall be performed by either an employee or agent of Consultant, who has a conflict relating to the Successor Agency or the performance of Services on behalf of the Successor Agency.

18. Other Agreements.

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

19. Termination.

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

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

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

20. Waiver of Breach.

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

21. Assignment.

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

22. Arbitration.

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

23. Attorneys' Fees.

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

24. Notices.

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

For the Successor Agency:

Successor Agency
2535 Commerce Way
Commerce, California 90040
Attn: Vilko Domic, Director of Finance

For Consultant:

Wilmington Trust, N.A.
650 Town Center Drive
Suite 600
Costa Mesa, California 92626
Attn: Jennie Mar

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

25. Governing Law.

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

26. Severability.

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

27. No Construction of Agreement against any Party.

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

28. Entire Agreement and Amendments to Agreement.

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

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

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

30. Counterpart Signatures.

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

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

SUCCESSOR AGENCY

DATED: _____

By: _____
Lilia Leon, Chairperson

ATTEST:

Lena Shumway
City Clerk

WILMINGTON TRUST, N.A.

DATED: _____

By: _____

APPROVED AS TO FORM

By: Eduardo Olivo
Title: Successor Agency Legal Counsel

EXHIBIT A



Fee Proposal

City of Commerce
Successor Trustee Services

This Fee Proposal describes the compensation you have agreed to pay Wilmington Trust, N.A. for its services in connection with the above transaction or that Wilmington Trust, N.A. is entitled to collect if paid from cash flows.

Trustee Fees	
Initial/Acceptance Fee	Waived
Annual Administration Fee*	\$2,000.00/JPFA Bonds
Annual Administration Fee*	\$1,000.00/Pledge Bonds

*Our annual Administration Fees includes all expenses including:

- Investment transaction fees
- Sweep account fees
- Wire transfer charges and
- Dissemination service fees

1. Payment of Fees

The initial fee and first year's annual administration fee (or upfront fee for life of transaction, if applicable) and our closing attendance fee (only if incurred) are due at closing. Other fees are due on receipt of our invoice. Please transmit your payment by wire transfer:

Manufacturers & Traders Trust Co. /1100 North Market Street, Rodney Square North, Wilmington, DE 19890
ABA Number: 031100092
Account Number: 1001
Ref: City of Commerce

2. Payment of Expenses

If this transaction does not close, Wilmington Trust, N.A. reserves the right to be paid its Initial Fee, if any, and outside counsel's fees and expenses. Out-of-pocket expenses, including our attorney's fees and expenses (if any), in connection with closing, post-closing matters and terminations will be billed separately and are due upon receipt of the invoice.

3. Adjustments to Fees

All fees are non-refundable and will not be prorated in the event of an early termination. Once the fees are agreed to in writing, we agree that any changes to those fees will also be in writing. You will be notified at least 30 days in advance of any general fee increase, following 3 years after the initial closing date. The fees as quoted and the acceptance of our duties as Trustee are subject to satisfactory review and acceptance of all related financing documents by the Trustee and our counsel. Our fees may also be adjusted at any time if there is a significant change in our responsibilities under the governing documents. In the event the financing structure is modified prior to closing, we reserve the right to review and renegotiate our fees accordingly.

4. Billing Contact

Please let us know the contact details for the Client and/or recipient of our invoice(s):

5. Signatures

By signing below, you represent that you are authorized to sign this Fee Proposal and that you understand and accept the terms of this Fee Proposal.

Agreed and Accepted By:

Authorized Signatory

If you have questions about your fees, contact John Deleray at 714.384.4154 or Jeanie Mar at 714.384.4152

List of Accounts

Annual Trustee Fees: \$2,000.00
City of Commerce Joint Powers Financing Authority
Revenue Bonds, Series 2003A, 2003B and 2003C

Annual Trustee Fees: \$2,000.00
Community Development Commission of the City of Commerce
Subordinate Lien Tax Allocation Bonds, Series 2003A-1 and 2003 A-H

Annual Trustee Fees: \$3,000.00
Community Development Commission of the City of Commerce
Merged Redevelopment Project
Tax Allocation Bonds
Series 2003A-1, Series 2003A-E, Series 2003A-H

Annual Trustee Fees: \$3,000.00
Community Development Commission of the City of Commerce
Redevelopment Project No. 4
Tax Allocation Bonds
Series 2003A-1, Series 2003A-E, Series 2003A-H

Annual Trustee Fees: \$2,000.00
City of Commerce Joint Powers Financing Authority
Revenue Bonds, Series 2007A and Series 2007B (Taxable)

Annual Trustee Fees: \$1,000.00
Community Development Commission of the City of Commerce
Redevelopment Project No. 1
Subordinate Lien Tax Allocation Refunding Bonds, Series 1997B

Annual Trustee Fees: \$2,000.00
Community Development Commission of the City of Commerce
Merged Redevelopment Project
Tax Allocation Refunding Bonds, Series 1998A



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 7

FROM: City Administrator

SUBJECT: A Resolution Approving the Procurement of Two Sheriff's Portable Radios, Four Satellite Phones, and One Animal Control Truck, as Measure AA Fund Purchases

MEETING DATE: June 3, 2014

RECOMMENDATION:

Approve and adopt a Resolution approving the procurement of two (2) Sheriff's Portable Radios, four (4) Satellite Phones, and one (1) Animal Control Truck, as Measure AA fund purchases, assign the number next in order, and the appropriation of funds.

BACKGROUND/ANALYSIS:

The Community Services Department submitted a request to purchase several items utilizing Measure AA funding. At its meeting of December 16, 2013, the Measure AA Advisory Committee approved the following items for submission to the City Council:

1. 2 Portable Sheriff's Radios – These radios will augment the existing supply of radios and to accommodate growth of staff in the Public Safety Division.
2. 4 Satellite Phones – These phones will be utilized in the event of an emergency and will be primarily assigned to the Emergency Operations Center. The phones are essential in the event radio towers are not functioning.
3. 1 Animal Control Truck – The new truck will replace an existing sixteen year old truck and a six year old truck; both with extremely high mileage. The six year old truck will be used as a backup.

ALTERNATIVES:

1. Purchase the 2 Portable Sheriff's Radios, 4 Satellite Phones, and 1 Animal Control Truck, utilizing Measure AA funding; and/or
2. Provide staff with further direction

FISCAL IMPACT:

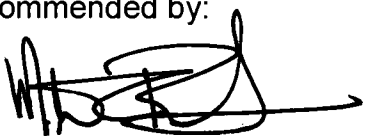
The Measure AA Advisory Committee approved funding in the amount of \$68,400, as follows, for submission to the City Council for approval:

1. 2 Portable Sheriff's Radios - \$2,000 was submitted and approved
2. 4 Satellite Phones – \$6,400 was submitted and approved
3. 1 Animal Control Truck - \$60,000 was submitted and approved

RELATIONSHIP TO STRATEGIC GOALS:

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

Recommended by:



Matthew C. Rodriguez
Director of Safety and Community Services

Respectfully submitted,



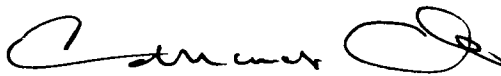
Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Resolution
2. Measure AA Advisory Committee – 12/16/13 Meeting Minutes

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING THE PROCUREMENT OF TWO PORTABLE SHERIFF'S RADIOS, FOUR
SATELLITE PHONES, AND ONE ANIMAL CONTROL TRUCK, AS MEASURE AA FUND
PURCHASES

WHEREAS, the Portable Sheriff's Radios will augment the existing supply of radios and will accommodate growth of staff in the Community Services Department, Public Safety Division; and

WHEREAS, the Satellite Phones will be utilized in the event of an emergency or disaster and will be primarily assigned to the City of Commerce Emergency Operations Center; and

WHEREAS, the Animal Control Truck will replace an existing sixteen year old vehicle; and

WHEREAS, the Measure AA Advisory Committee approved these items for submission to the City of Commerce City Council; and

WHEREAS, it is determined to be in the best interest of the City of Commerce to participate in the procurement of two Portable Sheriff's Radios, four satellite phones, and one Animal Control Truck.

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

Section 1. The City Council hereby approves the procurement of six Mobile Digital Computer-Equipped Community Services Officer Vehicles from the Los Angeles County Sheriff's Department.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

CITY OF COMMERCE

**MINUTES OF THE MEASURE AA ADVISORY COMMITTEE
MONDAY, DECEMBER 16, 2013 AT 5:30 P.M. IN THE
COMMUNITY SERVICES CONFERENCE ROOM
2535 COMMERCE WAY, COMMERCE, CALIFORNIA**

CALL TO ORDER

Jorge Rifá called the meeting to order at 5:40 p.m.

ROLL CALL

**PRESENT: STEVE CRAIG, JOANNA FLORES, ANNELLE GRAJEDA, KEVIN
LARSEN (EX OFFICIO), JASON STINNETT, SONIA RODRIGUEZ
ABSENT: HAIG PAPAIAN, LAURA PEREZ
STAFF: VILKO DOMIC, FERNANDO MENDOZA, JORGE RIFÁ, EDUARDO
OLIVO, RALPH VIVERO**

PUBLIC COMMENTS: NONE

SCHEDULED MATTERS

1. APPROVAL OF MINUTES

Steve Craig made the motion to approve the Minutes. Annelle Grajeda seconded the motion. The minutes of the regular meeting of October 28, 2013 5:30 p.m. were unanimously approved.

2. SELECTION OF CHAIR AND VICE CHAIR

The Committee agreed that a full Committee is needed in order to select a Chair and Vice Chair. The item was moved to the meeting of January 13, 2013.

3. TOUR OF NOVEMBER 7TH, 2013

The Committee valued the City tour of November 7, 2013. The tour made the Committee members mindful of the City's needs. All were eager to start the projects. Steve Craig was moved by the Slauson Avenue Sidewalk Improvements project. He noted that tree roots have lifted some sidewalks two feet.

4. REVIEW OF MEASURE AA-CIP FORMAT

The Committee decided to defer the discussion of this item.

**5. RECOMMENDATION OF AA PROCESS/COMMITTEE CONSIDERATIONS
GOING FORWARD THROUGH APRIL 2014**

Jorge Rifá informed the Committee that presentations will be made on several projects starting in January and urged the Committee to consider a presentation of Slauson Avenue Sidewalk Improvements first.

6. REPORT ON FUNDS RECEIVED TO DATE

Vilko Domic stated that the half-cent sales tax is expected to generate approximately \$1 million each quarter with a 20-25% increase during the holiday season. This will give the City a total of \$4.5 to \$5 million on an annual basis. Vilko Domic will provide the Committee with more details in January and February.

Steve Craig asked for a list from company's sales tax. Vilko Domic responded by saying he will get a list from the consultants. Steve stated that the list should contain about 130 reports.

**7. COMMUNITY SERVICES MEASURE AA PUBLIC SAFETY PROJECT
SUBMISSIONS**

Jorge Rifá reviewed four projects submitted by the Community Services Department. Jorge Rifá stated the need for two sheriff's portable radios due to an increase in staffing. He then reviewed the second item and addressed the need for four satellite phones. The satellite phones will be necessary when all

communication is down in the event of an emergency. He then discussed the need for a new animal control truck to replace a six year old truck and sixteen year old truck. The six year old truck will be used as a backup unit. He then discussed the need for Mobile Digital Computer for six Public Safety vehicles stating that the computers are mandated by the Sherriff's Department and are vital tools for our officers. The Committee approved the items for submission to the Council.

8. COMMITTEE ITEMS

Jorge Rifá asked the Committee to consider several project presentations during each meeting starting in January and ending in April.

The Committee decided to individually rank their initial priorities to determine the order of project presentations. The Committee selected the Slauson Avenue Sidewalk Improvements project for the first presentation. Other high ranking projects include the Aquatorium Dehumidifiers Replacement, Eastern Avenue Street Resurfacing, Washington Boulevard I-5 FWY Southbound On/Off Ramps Improvements, and Eastern Avenue I-5 FWY Southbound On/Off Ramps Improvements projects.

Kevin Larsen asked if department heads can join the presentations and discuss their department's needs and priorities.

Jorge Rifá will be inviting department heads to the meetings for discussions on some projects.

Annelle Grajeda would like to explore borrowing money to fund large projects since many projects will consume a significant amount of the projected revenue each year.

Sonia Rodriguez recommended matching funds or other incentives. Steve Craig agreed on generating more money for projects and noted that some projected costs may be underestimated. Jason Stinnett also suggested seeding money to bring in more money.

Sonia Rodriguez asked if there is a citywide plan for maintaining resurfaced streets. She would like to view the plan if available. She also emphasized the need for the City to have an excellent maintenance system for all other projects. Steve Craig added that, like oil to a car, it is necessary to maintain an asset in order to extend the life of the asset. Annelle Grajeda suggested having a follow-up plan for Measure AA projects.

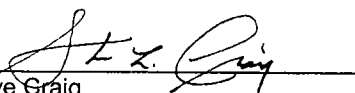
Annelle Grajeda asked for a copy of the City Budget and Vilko said that a Capital Budget is what is needed.

Several members expressed the need for projects which improve community health.

Jason Stinnett asked for City-wide signage.

ADJOURNMENT

A motion was passed to adjourn the meeting at 7:30 p.m., to Monday, January 13, 2014, at 5:30 p.m., in the E.O.C. Room


Steve Craig
Chairperson



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 8

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING PARCEL MAP NO. 72186 (LAND DIVISION NO. 144), FOR THE PROPERTY AT THE NORTHEAST CORNER OF WASHINGTON BOULEVARD AND TELEGRAPH ROAD

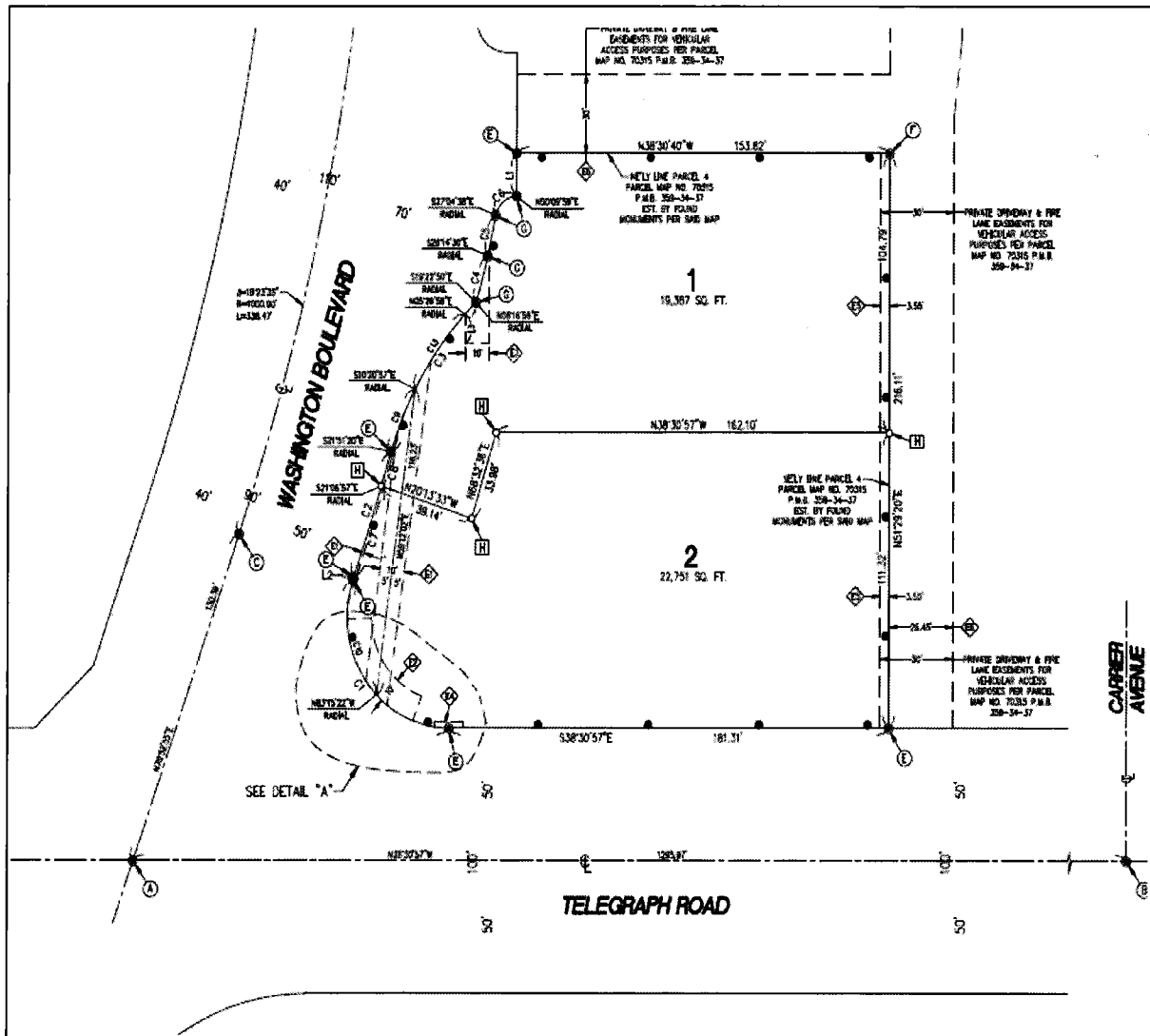
MEETING DATE: June 3, 2014

RECOMMENDATION:

Adopt the resolution approving Parcel Map No. 72186 (Land Division No. 144), for the property at the northeast corner of Washington Boulevard and Telegraph Road and assign the number next in order.

BACKGROUND AND ANALYSIS:

On March 27, 2013 the Planning Commission approved the construction of two new drive-through restaurants at the northeast corner of Washington Boulevard and Telegraph Road. Farmer Boys will occupy one tenant space, and Coffee Bean & Tea Leaf will occupy the other restaurant space. On October 23, 2013 the City's Planning Commission approved Land Division No. 144 for the subject location, which called for the creation of two new parcels measuring 19,387 square feet and 22,751 square feet, as shown on the map below:



Land Divisions are subject to the State of California's Subdivision Map Act. A subdivision is defined in the statute as follows:

The division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or a contiguous units, for the purpose of sale, lease, or financing, whether immediate or future.

The Map Act distinguishes between a subdivision consisting of five or more parcels and one consisting of four or fewer. A subdivision of four or fewer parcels requires a Parcel Map. Typical of many shopping center developments, the applicant would like to create separate parcels to provide the ability to sell a pad, obtain financing on one or both parcels, and to provide the most flexibility in asset management by having separate parcels for tax and common area maintenance reasons. Keeping the parcels separate will help to maintain a clear understanding of the responsibilities of each owner. The City's Public Works & Development Services Department has completed its review of the subject

Parcel Map, and determined it is now ready for final signatures and recording. Staff recommends that the City Council to adopt a resolution approving the subject Parcel Map.

ALTERNATIVES:

1. Adopt staff's recommendation.
2. Provide staff with alternative direction

FISCAL IMPACT:

There is no fiscal impact related to this item.

RELATIONSHIP TO STRATEGIC GOALS:

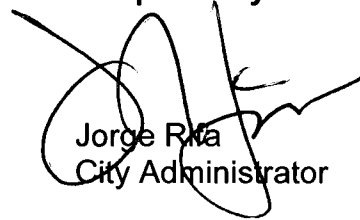
This agenda report relates to the 2011 strategic planning goal: "*Protect and Enhance the Quality of Life in the City of Commerce*".

Recommended by:



Maryam Babaki
Director of Public Works &
Development Services

Respectfully submitted:



Jorge Riva
City Administrator

Prepared by:



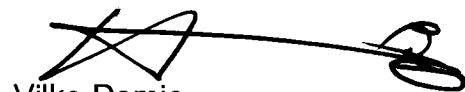
Matt Marquez
City Planner

Approved as to form:



Eduardo Olivo
City Attorney

Reviewed by:



Vilko Domic
Finance Director

Attachments:

1. Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING PARCEL MAP NO. 72186 (LAND DIVISION NO. 144),
FOR THE PROPERTY AT THE NORTHEAST CORNER OF WASHINGTON
BOULEVARD AND TELEGRAPH ROAD

WHEREAS, on March 27, 2013 the Planning Commission approved the construction of 2 new drive-through restaurants at the northeast corner of Washington Boulevard and Telegraph Road.; and

WHEREAS, On October 23, 2013 the City's Planning Commission approved Land Division No. 144 for the subject location, which called for the creation of 2 new parcels measuring 19,387 square feet and 22,751 square feet; and

WHEREAS, the City Council has received the report and recommendations of staff.

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

Section 1. The project qualifies for a Class 15 Categorical Exemption pursuant to the California Environmental Quality Act.

Section 2. Pursuant to the California Subdivision Map Act, the City Council hereby makes the following findings:

- a. Government Code Section 66473.5 requires that the proposed subdivision, with the provisions for the design and improvement are consistent with the General Plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code. The City Council hereby finds that the Tentative Parcel Map No. 72186 is consistent with all elements of the City's General Plan. The 2008 General Plan Land Use designation on the subject site is Commercial. The corresponding Zoning Designation for the site is Unlimited Commercial. The proposed subdivision conforms to the development standards specified in Chapter 19.09 of the City's Zoning Ordinance.

- b. Government Code Section 66474 requires that the site to be physically suitable for the proposed density of development. The City Council hereby finds that the subject site is physically suitable to accommodate the density proposed by the applicant. The project site has a land area of 0.967 acres (42,138 square feet) and would be developed with 5,221 square feet of restaurant uses. The proposal meets all applicable development standards including lot coverage, floor area ratio, and parking.
- b. Government Code Section 66474 provides that the subdivision or proposed improvements cannot cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. The City Council hereby finds that the proposed project will not cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. The project site is located in an urban area and surrounded by development and is not home to any fish or wildlife.
- c. Government Code Section 66474 requires that the subdivision or type of improvement will not cause serious public health problems. The City Council hereby finds that the subdivision or type of improvements will not likely cause serious public health problems. The development that will occur on the site was previously approved and thoroughly examined from an environmental perspective. The subject project simply calls for splitting an existing parcel in two and conforms to all development standards in the City's Zoning Ordinance which was put in place to protect the public's health, safety, and welfare.
- d. Government Code Section 66474 requires that the proposed subdivision and improvements will not conflict with the easements for access through or the use of the property within the proposed subdivision. The City Council hereby finds that the subdivision or type of improvement will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
- e. Government Code Section 66474.6 provides that the discharge of waste from the proposed subdivision into the existing community sewer system cannot violate existing requirements of the Water Code. The City Council hereby finds that the tentative map has been reviewed by the City Engineer's office and will continue to be reviewed prior to approval of the final map. The subdivision or type of improvement will not violate any existing requirements of the Water Code.

SECTION 5. Based upon the above findings, the City Council of the City of Commerce approves Parcel Map No. 72186, as shown and described in Exhibit "A" which is attached hereto and incorporated herein by reference.

PASSED, APPROVED and ADOPTED this 3rd day of June, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk

EXHIBIT A

PARCEL MAP NO. 72186

IN THE CITY OF COMMERCE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP NO. 70315, AS PER MAP
FILED IN BOOK 359 PAGES 34 TO 37, INCLUSIVE OF PARCEL MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
FOR SUBDIVISION PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS INCLUDED WITHIN THE
SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE
CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

HHI LOS ANGELES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY: _____

NAME: MAKIS HAVADJAS

TITLE: MANAGER

CALIFORNIA BANK & TRUST, A CALIFORNIA BANKING CORPORATION, BENEFICIARY
UNDER A DEED OF TRUST RECORDED ON JANUARY 31, 2014 AS INSTRUMENT NO.
20140110637

BY: _____

NAME: CHRISTOPHER EDMONDS

TITLE: SENIOR VICE PRESIDENT

FOUNTAINHEAD SHRUGGED, LLC A CALIFORNIA LIMITED LIABILITY COMPANY, OPTIONEE
UNDER THE MEMORANDUM OF OPTION/RIGHT OF FIRST REFUSAL RECORDED ON
JANUARY 31, 2014 AS INSTRUMENT NO. 20140110638

BY: _____

NAME: CRAIG SMITH

TITLE: MANAGER

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.

SIGNATURE OMISSIONS:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE
INTERESTS SET FORTH, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION
66436(g)(3)(A)(i)-(vi) OF THE SUBDIVISION MAP ACT, AS THEIR INTERESTS ARE SUCH
THAT THEY CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT
REQUIRED BY THE LOCAL AGENCY.

- A) SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, OWNER OF EASEMENTS
FOR AN EXISTING ELECTRIC LINE AND OVERHEAD ELECTRICAL SUPPLY SYSTEMS AND
COMMUNICATION SYSTEMS PURPOSES, PER DOCUMENTS RECORDED DECEMBER 10,
1954 IN BOOK 46349, PAGE 428 AND MARCH 25, 2009 AS INSTRUMENT NO.
2009-425938, BOTH OF OFFICIAL RECORDS.
- B) MCDONALD'S CORPORATION, A DELAWARE CORPORATION, OWNER OF AN EASEMENT
FOR SIGN PURPOSES, PER DOCUMENT RECORDED JANUARY 4, 2009 AS
INSTRUMENT NO. 2009-50881 OF OFFICIAL RECORDS.
- C) CITY OF COMMERCE, OWNER OF EASEMENTS FOR SIDEWALK, PUBLIC ACCESS,
DRIVEWAYS AND FIRE LANES PURPOSES PER PARCEL MAP NO. 70315, FILED IN
BOOK 359, PAGES 34 TO 37, INCLUSIVE OF PARCEL MAPS.
- D) COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION, OWNER OF AN
EASEMENT FOR ACCESS AND SIGN PURPOSES, PER DOCUMENT RECORDED JANUARY
15, 2009 AS INSTRUMENT NO. 2009-55340 OF OFFICIAL RECORDS AND AMENDED
BY DOCUMENT RECORDED FEBRUARY 10, 2014 AS INSTRUMENT NO. 2014-141356
OF OFFICIAL RECORDS.

BASIS OF BEARINGS:

THE BEARING OF N38°30'57"W OF THE CENTERLINE OF TELEGRAPH ROAD PER
PARCEL MAP NO. 70315 FILED IN BOOK 359 PAGES 34 TO 37, INCLUSIVE OF
PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY WAS TAKEN AS THE BASIS
OF BEARINGS FOR THIS MAP.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
TRUE AND COMPLETE FIELD SURVEY BY ME OR UNDER MY DIRECTION IN NOVEMBER,
2013, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT
AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF COMMERCE IN OCTOBER
23, 2013. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO
THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL THE MONUMENTS
ARE OF THE CHARACTER AND THAT THEY WILL BE SET IN THOSE POSITIONS
INDICATED WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP; AND THAT THE
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE _____

DAVID R. GRAY
P.L.S. NO. 5239
EXPIRATION DATE: 06-30-2015



CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF;
THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF COMMERCE
APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN
COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY
CORRECT WITH RESPECT TO CITY RECORDS.

DATE _____

DAVID B. RAGLAND, P.L.S. NO. 5173
ON BEHALF OF THE CITY ENGINEER
CITY OF COMMERCE
EXPIRATION DATE: 06-30-2015

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF COMMERCE BY
RESOLUTION ADOPTED ON THE _____ DAY OF _____ 2014
APPROVED THE ATTACHED MAP.

DATED THIS _____ DAY OF _____ 2014.

CITY CLERK, CITY OF COMMERCE

PLANNING COMMISSION CERTIFICATE:

I HEREBY CERTIFY THAT THE TENTATIVE MAP FOR THE SUBDIVISION SHOWN ON THIS
MAP WAS APPROVED AT A MEETING HELD ON THE 23RD DAY OF OCTOBER, 2013. I
HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLES WITH THE PREVIOUSLY
APPROVED MAP.

DATED THIS _____ DAY OF _____ 2014.

PLANNING DIRECTOR, CITY OF COMMERCE

TAX CLEARANCE:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS
BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND
SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF
PARCEL MAP NO. 72186 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

DATE _____ BY: _____
DEPUTY

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE
BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND
66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

DATE _____ BY: _____
DEPUTY

PARCEL MAP NO. 72186

SHEET 2 OF 3 SHEETS

IN THE CITY OF COMMERCE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____ WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON
THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON
ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY'S SIGNATURE

NOTARY'S NAME (PRINT)
PRIMARY PLACE OF BUSINESS IS IN
LOS ANGELES COUNTY.
COMMISSION EXPIRES: _____

COMMISSION NO: _____

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____ WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON
THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON
ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY'S SIGNATURE

NOTARY'S NAME (PRINT)
PRIMARY PLACE OF BUSINESS IS IN
LOS ANGELES COUNTY.
COMMISSION EXPIRES: _____

COMMISSION NO: _____

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____ WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON
THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON
ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

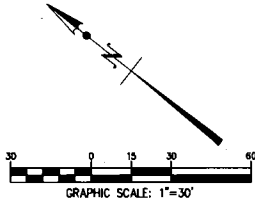
NOTARY'S SIGNATURE

NOTARY'S NAME (PRINT)
PRIMARY PLACE OF BUSINESS IS IN
LOS ANGELES COUNTY.
COMMISSION EXPIRES: _____

COMMISSION NO: _____

PARCEL MAP NO. 72186

IN THE CITY OF COMMERCE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

● INDICATES FOUND MON AS NOTED
○ INDICATES "TO BE SET" MON AS NOTED

LINE TABLE		
LINE	BEARING	LENGTH
L1	S51°29'20"W	16.00'
L2	S70°52'55"W	0.46'
L3	S51°29'20"W	10.84'
L4	N51°29'03"E	2.50'

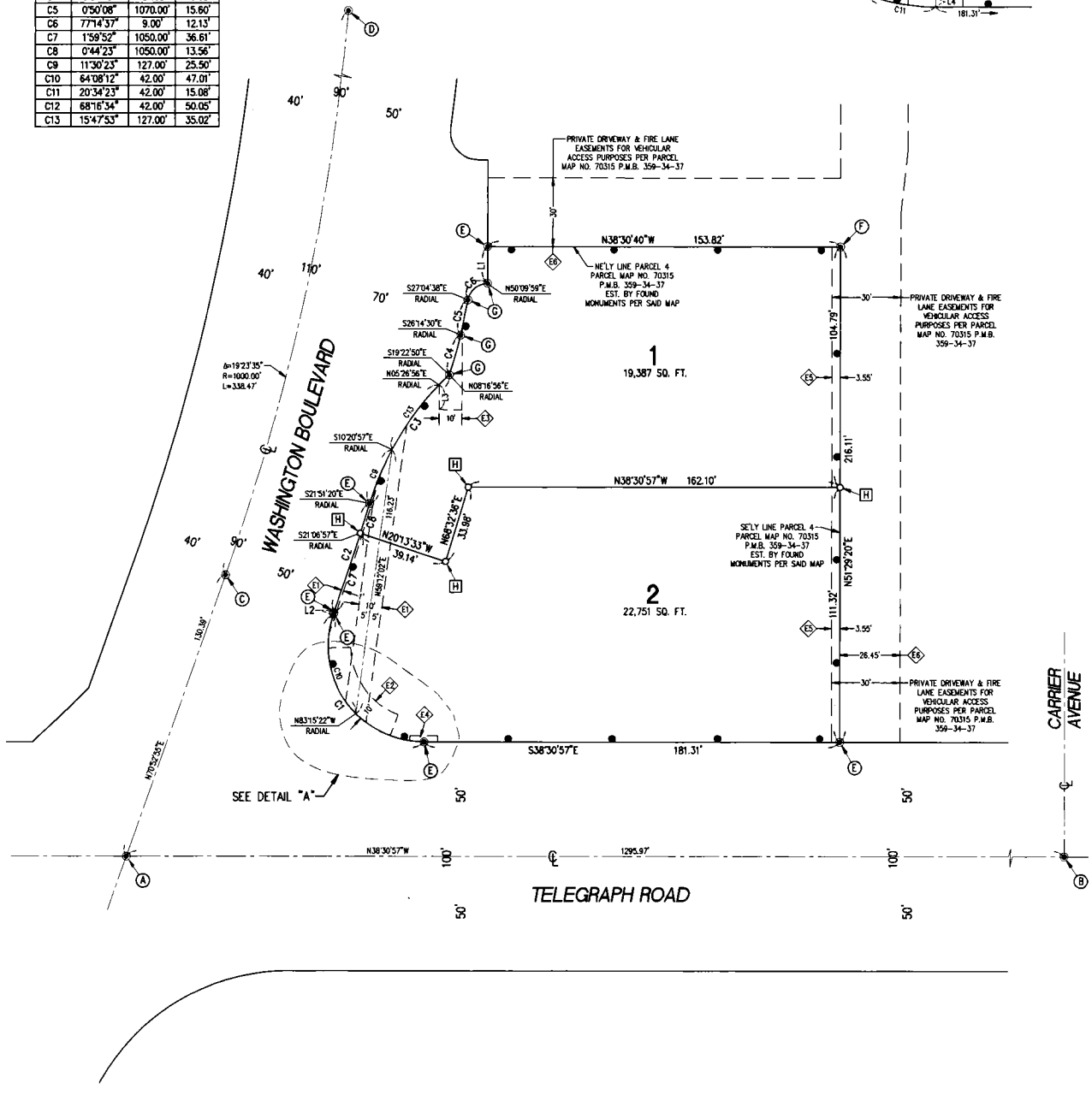
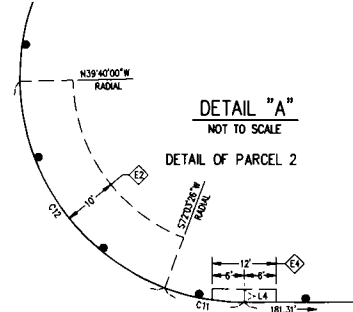
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	109°23'53"	42.00'	80.15'
C2	2°44'16"	1050.00'	50.17'
C3	30°08'16"	127.00'	66.80'
C4	6°51'40"	151.00'	18.08'
C5	0°50'08"	1070.00'	15.60'
C6	7°7'43"	9.00'	12.13'
C7	1°59'52"	1050.00'	36.61'
C8	0°44'23"	1050.00'	13.56'
C9	11°30'23"	127.00'	25.50'
C10	64°08'12"	42.00'	47.01'
C11	20°34'23"	42.00'	15.08'
C12	68°16'34"	42.00'	50.05'
C13	15°47'53"	127.00'	35.02'

MONUMENT NOTES:

- (A) FD. L&T NO TAG PER P.M.B. 1124-2483 & PARCEL MAP NO. 70315 P.M.B. 359-34-37
- (B) FD. PK NAIL & WASHER TAGGED "LS 4151" PER P.M.B. 1024-1853 & PARCEL MAP NO. 70315 P.M.B. 359-34-37
- (C) FD. N&T NO TAG PER PARCEL MAP NO. 70315 P.M.B. 359-34-37
- (D) FD. L&T TAGGED "LA CO RD DEPT" PER P.M.B. 1124-2206 & PARCEL MAP NO. 359-34-37
- (E) FD. L&T TAGGED "LS 5347" PER PARCEL MAP NO. 70315 P.M.B. 3559-34-37
- (F) FD. S&W TAGGED "LS 5347" PER PARCEL MAP NO. 70315 P.M.B. 3559-34-37
- (G) FD. T.P. TAGGED "LS 5347" PER PARCEL MAP NO. 70315 P.M.B. 3559-34-37 DOWN 3"
- (H) L&T OR SPIKE & WASHER TAGGED "LS 5239" TO BE SET

EASEMENT NOTES:

- (E1) AN EASEMENT FOR EXISTING ELECTRIC LINE PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION PER DOCUMENT RECORDED DECEMBER 10, 1954 IN BOOK 46349, PAGE 428 OF OFFICIAL RECORDS.
- (E2) AN EASEMENT FOR SIGN PURPOSES IN FAVOR OF MCDONALD'S CORPORATION PER DOCUMENT RECORDED JANUARY 4, 2009 AS INSTRUMENT NO. 2009-50881 OF OFFICIAL RECORDS.
- (E3) AN EASEMENT FOR OVERHEAD ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION PER DOCUMENT RECORDED MARCH 25, 2009 AS INSTRUMENT NO. 2009-425938 OF OFFICIAL RECORDS.
- (E4) AN EASEMENT FOR SIDEWALK AND PUBLIC ACCESS PURPOSES IN FAVOR OF THE CITY OF COMMERCE PER PARCEL MAP NO. 70315 FILED IN BOOK 359, PAGES 34 TO 37, INCLUSIVE OF PARCEL MAPS.
- (E5) AN EASEMENT FOR DRIVEWAY AND FIRE LANE PURPOSES IN FAVOR OF THE CITY OF COMMERCE PER PARCEL MAP NO. 70315 FILED IN BOOK 359, PAGES 34 TO 37, INCLUSIVE OF PARCEL MAPS.
- (E6) AN EASEMENT FOR ACCESS AND SIGN PURPOSES IN FAVOR OF COSTCO WHOLESALE CORPORATION PER DOCUMENT RECORDED JANUARY 15, 2009 AS INSTRUMENT NO. 2009-055348 OF OFFICIAL RECORDS AND AMENDED BY DOCUMENT RECORDED FEBRUARY 10, 2014 AS INSTRUMENT NO. 2014-141356 OF OFFICIAL RECORDS.





CITY OF COMMERCE AGENDA REPORT

TO: HONORABLE CITY COUNCIL

Item No. 9

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL OF GOVERNMENTS AND THE CITY OF COMMERCE

MEETING DATE: June 3, 2014

RECOMMENDATION:

Approve the Resolution approving Second Amendment to the Cooperative Agreement between the Gateway Cities Council of Governments and the City of Commerce for Design & Construction of the Truck Impacted Intersection Project Phase II (Washington Boulevard/Ayers Intersection Improvements).

BACKGROUND:

In February 2000, an engineering study was prepared that evaluated the Gateway Cities Truck Impacted Intersections. The study evaluated truck impacts on intersections throughout the 26 Cities of the Gateway Cities area and recommended appropriate mitigation measures. These measures included pavement, signage and striping; and signal system improvements.

The Study identified the intersection of Washington Boulevard/Ayers Avenue for a truck impacted project (Project). On May 19, 2009, the Gateway Cities Council of Governments (COG) entered into an agreement with the City of Commerce (CITY) to jointly fund improvements to this intersection. Said agreement expired on December 31, 2011.

This grant provided \$260,000.00 in funding for constructing concrete pavement through the intersection and all approaches, upgrading existing traffic signals (including poles and heads), signing, and striping. This Project will be constructed as part of the Washington Boulevard Widening and Reconstruction [from Indiana Street to the Santa Ana (I-5) Freeway] Project, scheduled to start early 2015.

ANALYSIS:

It is requested that the Agreement entered as of May 19, 2009, by and between the COG and the CITY will be amended as follows:

"This Agreement shall terminate upon completion and acceptance of project by CITY and COG on June 30, 2015, whichever is earlier in time; however, the ownership and maintenance clauses, if part of this agreement, shall remain in effect until terminated, in writing, by mutual agreement."

ALTERNATIVES:

1. Approve staff recommendation
2. Reject staff recommendation
3. Provide staff with further direction


FISCAL IMPACT:

The total estimated cost of the Project is \$400,000.00. The City has 65%, or \$260,000.00, available from the COG for design, construction, construction engineering and inspection. The required local match for this funding is 35% or \$140,000.00. Funding for the local match will be made available in the 2014/2015 Capital Budget.

RELATIONSHIP TO STRATEGIC GOALS:

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

Recommended by:


Maryam Babaki
Director of Public Works and Development Services

Respectfully submitted,


Jorge Rifa
City Administrator

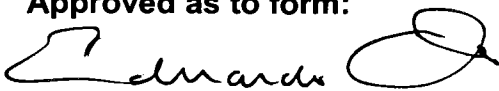
Prepared by:


Wendell Johnson
Assistant Director of Public Works and Development Services

Reviewed by:


Vilko Domic
Finance Director

Approved as to form:


Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Resolution
2. Second Amendment – Two Originals

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING THE SECOND AMENDMENT TO THE COOPERATIVE AGREEMENT
BETWEEN THE GATEWAY CITIES COUNCIL OF GOVERNMENTS AND THE CITY OF
COMMERCE FOR DESIGN & CONSTRUCTION OF THE TRUCK IMPACTED
INTERSECTION PROJECT PHASE II (WASHINGTON BOULEVARD/ AYERS
INTERSECTION IMPROVEMENTS)**

WHEREAS, on May 19, 2009, the Gateway Cities Council of Government (COG) entered into an agreement with the City of Commerce (CITY) to jointly fund improvements to the Washington-Ayers intersection; and

WHEREAS, after careful examination of the Second Amendment, City staff recommends that City Council amend the Cooperative Agreement between the Gateway Cities Council of Government and the City of Commerce for the Truck Impacted Intersection Improvement Project Phase II (Washington Boulevard/Ayers Intersection Improvements).

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

Section 1. That the City Council amend the Cooperative Agreement between the Gateway Cities Council of Government and the City of Commerce for the Truck Impacted Intersection Improvement Project Phase II (Washington Boulevard/Ayers Intersection Improvements). The Mayor is hereby authorized and directed on behalf of the City of Commerce to execute Second Amendment.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

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

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

This **AGREEMENT** shall terminate up on completion and acceptance of **PROJECT** by **CITY** and **COG** or on June 30, 2015, whichever is earlier in time; however, the ownership and maintenance clauses, if part of this agreement, shall remain in effect until terminated, in writing, by mutual agreement.

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

BY: _____
Tony Lima
President

DATE: _____

ATTEST:

Richard R. Powers, Secretary

CITY OF COMMERCE

BY: _____

DATE: _____

ATTEST:



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **10**

FROM: City Administrator

SUBJECT: REVIEW OF ISSUES RELATED TO THE CITY COUNCIL
CITY VEHICLE USE POLICY

MEETING DATE: May 20, 2014

RECOMMENDATION:

At the request of Councilmember Robles and Mayor Baca Del Rio, the City Council will review and consider providing direction as deemed appropriate with respect to the City Council Vehicle Use Policy and reimbursement for usage of vehicle for personal use.

ANALYSIS:

On Tuesday, November 19, 2013, Councilmember Robles requested the City Council Vehicle Use Policy be placed on the Council's December 3, 2013, meeting agenda for discussion and review of the vehicle use procedure. On December 3, 2013, the City Council discussed and considered several issues regarding the policy. Several City Council members have requested that the matter be put on the agenda for proper follow up. On May 20, 2014, the City Council determined that Councilmember Robles' use of the City vehicle for transportation to and from school was for a personal use and that such use violated the City's Vehicle Policy. The City Council requested that Councilmember Robles identify the amount of time that she used the City's vehicle for this purpose and that she calculate the mileage. The City Council ordered Councilmember Robles to reimburse the City for the costs incurred by the City as a result of her use of the City vehicle for this purpose.

FISCAL IMPACT:

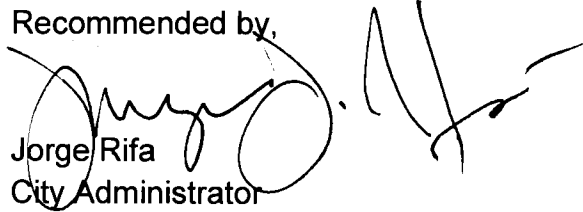
There is no fiscal impact associated with this agenda item report.

RELATIONSHIP TO STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic goal.

Recommended by,

Jorge Rifa
City Administrator

A handwritten signature in black ink, appearing to read 'Jorge Rifa', written over the printed name and title.

Approved as to form:

Eduardo Olivo
City Attorney

A handwritten signature in black ink, appearing to read 'Eduardo Olivo', written over the printed name and title.



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 11

FROM: City Administrator

SUBJECT: A Request of the City Council to Appoint Two Members to Sit on the Finance and Budget Oversight Committee Established as Part of the Financial Policies Adopted on June 2, 2009

MEETING DATE: June 3, 2014

RECOMMENDATION:

Financial Policy #10 speaks specifically to the establishment of a Finance and Budget Oversight Committee and the responsibilities thereof. It is recommended that the City Council appoint two members to sit on the committee. The attached Council Resolution establishes the Council Committee and provides for its annual appointment by the Mayor with the consent of the Council.

BACKGROUND/ANALYSIS:

On June 2, 2009, the City Council adopted ten financial policies with the premise that they would serve as a foundation in making future resource allocation decisions. The adoption of financial policies should be particularly helpful as the Council and staff attempt to develop a plan for protecting the City's current revenue base (keeping the City's financial integrity intact), protecting an appropriate level of services to the community, and protecting the workforce that provide those services.

Inclusive of that policy was the creation of a two person Finance and Budget Oversight Committee to be approved by the City Council consisting of two (2) councilmembers. The City Administrator, and the Director of Finance would staff the Committee. The Committee's purpose would be to oversee the financial operation of the City as it falls

under the financial policies and reporting to and making periodic recommendations to the City Council. The Committee may include other staff personnel whose experience in accounting, finance, or business may assist the Committee and in turn the City Council in the performance of their financial oversight responsibilities.

On August 18, 2009, the City Council appointed Mayor Tina Baca Del Rio and Mayor Pro Tem Lilia R. Leon to the committee.

The responsibilities of the Finance and Budget Oversight Committee shall include, but not be limited to the following:

- The Committee reviews the City's financial condition and recommends policy direction to the full City Council for their review and consideration.
- To periodically review the financial policies and/or procedures as applied to the receipt, disbursements, investments and accounting of all City / Commission funds.
- To review the comprehensive annual financial report and redevelopment financial prior to its being presented to the City Council for approval.
- To meet at the request of the City Council to review any major change in the City's financial operations or departmental operations.
- The Committee shall work with the staff in developing long-range financial and capital improvement plans.
- To accept other responsibilities and/or assignments as the City Council might request.

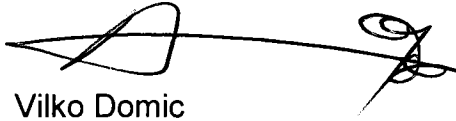
FISCAL IMPACT:

Staffing the Council Finance Committee will be accomplished within our FY 2014-2015 budget resources.

RELATIONSHIP TO STRATEGIC GOALS:

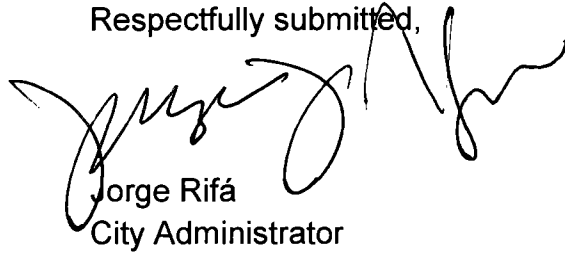
This item is not related to a specific 2012 Strategic goal.

Recommended by:



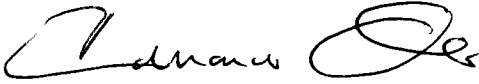
Vilko Domic
Director of Finance

Respectfully submitted,



Jorge Rifá
City Administrator

Approved as to form:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **12**

FROM: City Administrator

SUBJECT: New Library Logo

MEETING DATE: June 3, 2014

RECOMMENDATION:

Staff is recommending the City Council approve the Library's new logo.

ANALYSIS:

Libraries are changing and becoming more than a place where people go when they need a book. Libraries are community centers. In our libraries the public can find homework help, Internet access, Wi-Fi, movies, tutoring, ebooks, emagazines and much more. A new branding image will announce a new chapter in the wonderful story of the Commerce Public Library. The logo will help people think differently about what a library is and does. As the logo says: create, discover, connect. These words communicate what the library wants the community to know.

The City's Graphics and Printing Specialist, Anthony Aguilar, created the image. Library staff worked with Mr. Aguilar about what the image was to convey and collaboratively, came up with the final product.

Library staff presented the new logo to the Education and Library Commissions. As such, the Education Commission and the Library Commission recommends that the City Council approve the new branding image (logo) for the City of Commerce Public Library. With the Council's approval, the Library will use the logo to advertise the re-opening of the Central Library this summer and in the Library's publicity materials going forward.

ALTERNATIVES:

1. Provide staff with further direction.

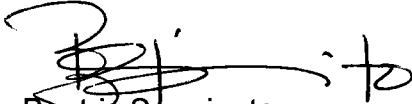
FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic goal.

Recommended by:



Beatriz Sarmiento
Director of Library Services

Respectfully submitted,



Jorge Rifá
City Administrator



CITY OF COMMERCE AGENDA REPORT

Item No. **13**

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Presentation on Emergency Preparedness Efforts
MEETING DATE: June 3, 2014

RECOMMENDATION:

Receive and file the presentation on Emergency Preparedness efforts currently in place.

ANALYSIS:

Matthew C. Rodriguez, Director of Safety and Community Services, will inform the City Council of Emergency Preparedness efforts that are currently in place for the City.

ALTERNATIVES:

1. Receive and file the presentation on Emergency Preparedness efforts currently in place for the City; and/or
2. Provide staff with further direction

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

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

Recommended by:

Matthew C. Rodriguez
Director of Safety and Community Services

Respectfully submitted,

Jorge Rifá
City Administrator

Approved as to form:

Eduardo Olivo, City Attorney

Agenda 2014-08 Presentation – Emergency Preparedness Efforts



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **14**

FROM: City Administrator

**SUBJECT: CLARIFICATION OF FACILITY ROOM RENTAL POLICY AND
SANCTIONS RELATED TO VIOLATIONS OF THE POLICY**

MEETING DATE: JUNE 3, 2014

RECOMMENDATION:

This item was agendized by Councilmember Robles and Mayor Baca Del Rio for discussion and Council direction, as deemed appropriate.

ANALYSIS/BACKGROUND

The Facility Room Rental Policy (attached) has appeared in its current form for over 25 years and appears in the Department's quarterly brochure. The current policy states that Commerce residents with current Resident Activity Cards may reserve a room or picnic shelter for family social activities, such as birthdays, weddings, anniversaries, showers, etc. The policy further stipulates that the rooms and shelters may not be used for company picnics or school events.

The Parks and Recreation Department has experienced few residents requesting clarification of the policy. Consequently, the Department does not recommend revising the policy, at this time.

Section 9.06.025 of the Commerce Municipal Code addresses warnings, suspensions, and the revocation of Resident Activity Cards and facility use privileges when violations of policy occur. The Municipal Code gives wide latitude to the Director of Parks and Recreation to determine appropriate sanctions for violations of facility rules.

The Municipal Code outlines the following procedures when addressing violations of policy:

WARNING

9.06.025 (b) – Warning. The department director, or his/her designee, may issue a warning to an activity card or facility use privilege holder who commits any offenses enumerated in this chapter or other criminal offenses.

SUSPENSION 9.06.025 (c)

(1) The department director, or his/her designee, may suspend activity card privileges or facility use privileges when a person:

- a) Has received one or more warnings as outlined in 9.06.025 (b) above, within a 12 month period.
- b) Poses an immediate threat to the safety and physical wellbeing of any person within any parks and recreation facility.
- c) Commits any offense enumerated in this chapter or other criminal offense, that in the opinion of the department director, or his/her designee, the conduct warrants immediate suspension.

REVOCACTION 9.06.025 (d)

(1) The department director, or his/her designee, may revoke an activity card or facility use privilege when the holder:

- a) Has been suspended more than one time as outlined in subsection (c) above, during a 12 month period.
 - b) Commits any offense enumerated in this chapter or other criminal offense.
 - c) Demonstrates conduct that is outrageous, as determined by the department Director or his/her designee, within the city facilities or public parks such that the conduct warrants immediate revocation.
- (2) An activity card or facility use privilege that has been suspended three times as outlined in subsection (c) above is subject to permanent revocation.
- (3) A revocation shall be enforceable for a minimum period of twelve months, wherein the activity card or facility use privilege holder will be precluded from all parks and recreation facilities, events and programs.
- (4) The department director, or his/her designee, shall notify the City Administrator, or his/her designee, of all revocations as soon as practicable.

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

This agenda item is not related to any of Council's strategic goals. However, Council does have discretion to review facility rules and request revisions, as appropriate.

Recommended by:


Scott Wasserman
Director of Parks & Recreation


Respectfully submitted,


Jorge Rifa
City Administrator

Reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney



City of Commerce
 DEPARTMENT OF PARKS AND RECREATION
 2535 Commerce Way
 Commerce, California 90040
 323-722-4805, extension 4434

Permit Number _____

Date _____

Resident Activity Card Number _____

FACILITY REQUEST

Application and Agreement for Use of City Facilities

Facility Requested: _____ Date Requested: _____ # Attending: _____

Time Requested from: _____ a.m. to: _____ a.m.
 _____ p.m. to: _____ p.m. Type of Activity: _____

Name of Organization _____ Address _____ City _____ Zip _____ Telephone _____

Person in Charge _____ Address _____ City _____ Zip _____ Telephone _____

Special Requests: _____

_____ Yes, I agree to have tables papered at a rate of \$20.

_____ No, I do not want papered tables.

The applicant shall accept full responsibility for any breakage or damage to properties or buildings. The applicant shall accept full responsibility for the conduct of those in the group using the facility. The applicant shall leave the facility in as clean and orderly condition as it was when the group's scheduled use began. All decorations & tape must be removed from the facility at the conclusion of the event.

If permission is granted to use a kitchen facility, the permit group is responsible for using the equipment with reasonable care and for providing all necessary labor to clean the kitchen immediately after use. Any property belonging to the City of Commerce is not to be moved, removed or replaced without the supervision of a staff member.

In accordance with the City of Commerce Municipal Code Section 9.08.010, amended by Ordinance No. 59, the consumption of alcoholic beverages is prohibited in or on any City facility.

This permit may be revoked for failure to observe City of Commerce rules and regulations, for improper conduct, or when cancellation is necessary for other reasons. The City has priority at all Commerce facilities and reserves the right to revoke this permit at any time.

_____The Facility Use Deposit is due when application is submitted and can be picked up in City Hall 3 days after usage if facility is left clean and without damages. Checks left more than 60 days will be destroyed. Cash left more than 60 days will be deposited to a City account and a City check will be issued to the patron.

_____I understand that I am not allowed to have balloons of any sort, in the Rosewood Park facility.

_____A 48-hour notice of cancellation is requested. Failure to give cancellation notice before the scheduled use will result in assessment of set up and break down expenses, which will be deducted from the Facility Use Deposit.

Filming on City property requires 10 days notice prior to film shoot for permit processing and approval. 48-hour cancellation notice is required to avoid assessment of rental fees.

Long term/multiple date facility requests have an automatic cancellation policy. Failure to show for a scheduled use without notice of cancellation will void the request.

_____ **FOR RESIDENTS USE** both the person signing this facility request and the person listed on the facility request as person in charge must be Commerce residents and one or the other must be present at all time during the event. Facility use is strictly for family social activities. The City does not accept any responsibility for loss or theft of items belonging to the applicant or member of their party.

I agree to promptly reimburse the City of Commerce for any loss or damage to City property resulting from this use and will not apply for, or cause to be applied for, any further permit to use City facilities while any claim remains unpaid.

I hereby certify that I have read and will abide by the rules and regulations printed on this application. I further agree that by signing this application I, and the organization I represent, shall hold the City of Commerce and all of its agents or employees free and blameless from any liability or damage which may arise from use of City facilities.

_____The applicant shall provide a certificate of general liability insurance in an amount of not less than \$1 million with the City of Commerce named as an additional insured. The certificate of insurance must be received by the Department of Parks and Recreation not less than fourteen (14) days prior to anticipated use. Insurance certificates not submitted within the required timeframe will result in denial of the permit.

Signature of Applicant _____ Address _____ City _____ Zip _____ Telephone _____
 (must be 21 years of age or older)

OFFICE USE ONLY

Is Facility Available? Yes No Is activity sponsored by the Department? Yes No

Deposit Amount \$ _____ Cash Check # _____ Received by _____

Charge Amount \$ _____ Due by _____ Paid on _____

Notes: _____

Received by _____
 Clerk _____
 Asst. Director _____

Approved/Denied: _____

Date: _____



SPECIAL SERVICES & CITY FACILITIES

Special Services

MEETING ROOMS AND PICNIC SHELTERS

On a first-come, first-served sign up basis, meeting rooms and shelters are available for rental at all four City of Commerce parks. Shelters are open to the public, with residents receiving priority. Residents are welcome to visit our Commerce Active Net web site for facility availability at activenet.active.com/commerce.

Commerce residents with current resident activity cards may reserve a room or shelter for family social activities such as birthdays, weddings, anniversaries, showers, etc. Reservations can be made at the Department of Parks and Recreation.

Commerce residents may not use the rooms or shelters for company picnics or school events. Companies located within the City of Commerce may use the meeting room facilities for business purposes only.

A \$25.00 fee for meeting rooms, a \$10.00 fee for picnic shelter (for residents) and a \$50.00 deposit is required at the time a Facility Request is submitted and will be refunded if there are no violations of facility use, rules and regulations. Please allow for a minimum of one-week processing period for approval. All facility requests are subject to approval. We reserve the right to change and add additional charges to our facilities. Tables may be covered for an additional charge of \$20.00 (optional).

A current Resident Activity Card must be shown at the time the Facility Request is submitted and resident must be over 21 years of age. Meeting rooms and picnic shelters are not available for rental by outside groups or businesses.

TABLES AND CHAIRS

Residents with a current Resident Activity Card may reserve a maximum of 25 chairs and 3 tables for weekend use (Thursday - Monday) on a first-come, first-served sign up basis. Due to limited supplies, make your reservations early at the Department of Parks and Recreation. A \$20.00 fee for rentals and a \$50.00 deposit required at the time the reservation is made.

Reminder

The following is prohibited at all parks and facilities:

Skating/rollerblading, alcohol, bike riding, tackle football, organized soccer, skateboarding, and unleashed dogs.



City Hall Department of Parks and Recreation

2535 Commerce Way (323) 887-4434

8:00 a.m. - 6:00 p.m.

Monday - Friday

Administrative Assistant - Patricia Borunda

Facility Maintenance

(323) 216-9965

Supervisor - Larry Garcia

Park and Street

Medians Maintenance

(323) 887-4431

Park Maintenance Crew Leaders

Pete Dorame & Nick Padilla

Recreation

(323) 722-4805 ext. 2225

Recreation Coordinator - Tina Fierro

Snack Bar Operations

(323) 887-4424

Food Service Attendant Supervisor -

Blanca Massia

Sports Division

5600 Harbor St. (323) 887-4432

Sports Supervisor - Frank Garcia

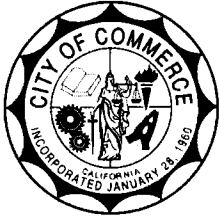
Central Receiving

5625 Jillson St. (323) 887-4449

Central Store Specialist - David Hovik

Stock Helper - James Mojica





CITY OF COMMERCE AGENDA REPORT

Item No. **15**

TO: Honorable City Council
FROM: City Administrator
SUBJECT: HALL OF CHAMPIONS
MEETING DATE: JUNE 3, 2014

RECOMMENDATION:

Per Council direction, the Department of Parks & Recreation established a "Hall of Champions" award for outstanding athletic achievement in the City of Commerce. At the Parks & Recreation Commission meeting of May 1, 2014, the Commission reviewed and recommended two nominees for Council approval.

ANALYSIS/BACKGROUND:

The purpose of the City of Commerce athletic "Hall of Champions" is to recognize and honor those Commerce athletes who excelled in their respective sports who helped to bring honor, recognition, distinction and excellence to the City of Commerce by their conduct both on and off the field, court, swimming pool or other venue of competition. This recognition will help maintain the spirit, pride and sense of community as well as serving as a historical account of the great athletic traditions of the City of Commerce.

Examples:

- Selected to a national team or win a national title
- Setting a national, state or regional record
- Obtaining professional status in a sport

Eligibility for Nomination:

Athletes are eligible for nomination 5 years after their last date of City competition. They must be in good standing as determined by the Parks and Recreation Commission. Such athletes must have competed in a City of Commerce funded team or sport that competed and excelled at a level equal to Junior Olympics, AAU, or other high levels at a regional, or national level. The nominee must have accomplished in setting new individual or team records or titles, and/or made an impact on teams that won national or regional titles.

Nominations are also open to coaches, who must have participated with distinction and/or made significant contributions to athletics for the City of Commerce as evidenced, for example, by the success of their teams and the acknowledgment of their former athletes. Such coaches shall be eligible for nomination beginning 10 years after their hire date with the City of Commerce.

Nomination Process:

A candidate may be nominated for the Hall of Champions by any resident of the community.

All applications are to remain confidential, until it is placed on the Parks and Recreation Commission agenda. Information relating to a nominee's career statistics, records, achievements, etc. must be supported by accompanying documentation or sources cited so that the information may be verified independently.

Once presented as an eligible nominee, a candidate who is not elected shall automatically be reconsidered annually until he/she has been considered for five years. Thereafter, re-nomination may occur at any time. The Department will notify any nominators if their nominee was not selected.

All applications must be received by the Parks and Recreation Department by April 18, 2014, in order to be considered for induction during the July 4th festivities. The nomination form will be available through the Parks and Recreation Department or on the City web site.

Election Process:

All nominations shall need at least three votes by the Parks and Recreation Commission in order to nominate, review, and forward nominees to the City Council for final approval. The results will then be placed on the City Council Agenda for their review and approval. All nominees will need a three vote by Council to be inducted into the Hall of Champions.

Induction Ceremony:

The induction ceremony will take place during the 4th of July festivities. Inductees will have a chance to say a few words and have a photo opportunity with the City Council and their coaches if available. Their names will be added to the Hall of Champions perpetual plaque located in the Brenda Villa Aquatic Center.

FISCAL IMPACT:

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

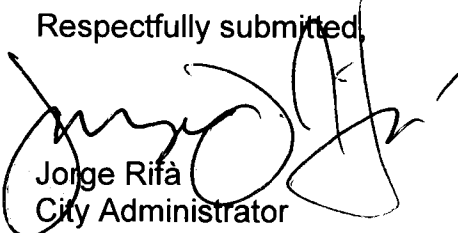
RELATIONSHIP TO STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic goal.

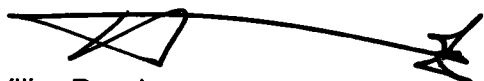
Recommended by:


Scott Wasserman
Director of Parks & Recreation


Respectfully submitted,


Jorge Rifa
City Administrator

Reviewed by:


Vilko Domic
Finance Director

Approved as to form:


Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Nominees

S: 19 pm
PJ
4/17/14

City of Commerce Department of Parks & Recreation
City of Commerce Hall of Champions Application

PLEASE TYPE OR PRINT ALL INFORMATION

NOMINEE: Priscilla Megan Orozco Ibarra

CURRENT ADDRESS: 2507 Travers Ave.

CITY: Commerce ZIP CODE: 90040

PHONE NUMBER: (323) 646-4954

E-MAIL: priscilla12@g.ucla.edu

DATES COMPETED (example 1980-1985) 1998 - 2007

NOMINATED BY: Salvador & Patricia Orozco

ADDRESS: 2507 Travers Ave.

CITY: Commerce ZIP CODE: 90040

PHONE NUMBER: (323) 246-7954

E-MAIL: smporozco@yahoo.com

NOMINEE'S ACCOMPLISHMENTS:

City of Commerce sports, high school, college, professional; other:

City of Commerce:

Priscilla participated in the Commerce Aquatics Swimming and Water Polo Teams from 1998 to 2007. During her nine years of swimming competition, Priscilla set various Commerce Records in the Breaststroke and Individual Medley Events.

Priscilla excelled in the sport of Water Polo successfully representing the City of Commerce by winning four National Championships (2 National Junior Olympics and 2 National Speedo Cup Championships).

She was selected 1st Team All-American in four straight years at the Junior Olympics Tournaments from 2003 to 2007 and won two National Most Valuable Player Awards. Priscilla was awarded the prestigious Commerce Aquatics Sportsmanship Award in 2005 & 2008.

Montebello High School:

Priscilla attended Montebello High School (MHS) where she continued to excel in the Swimming and Water Polo teams. At MHS she helped the Swimming and Water Polo teams win eight Almont League Championships while earning seven MVP awards and three MHS Female Athlete of the Year Awards in 2005, 2006 & 2007.

As a swimmer, Priscilla graduated with five individual MHS Swimming school records and was a CIF Finalist in the 200 Individual Medley, the 100 Breaststroke and the 100 Freestyle.

In Water Polo, Priscilla helped lead MHS to their first and second CIF Division 1 Finals and she became the first ever female high school water polo player to be receive 1st Team Division 1 All-CIF Honors in all her four years at MHS.

UCLA:

After High School Priscilla was awarded a Scholarship to attend and play water polo for the University of California Los Angeles (UCLA). At UCLA Priscilla helped her team win back-to-back NCAA Championships in 2008 and 2009, including an undefeated 33-0 Season in 2008.

Priscilla was the team captain and leading scorer at UCLA her last two years and was selected 1st Team All-MPSF Conference and 1st Team NCAA-ACWPC All-American for her Junior and Senior seasons. Priscilla scored 165 career goals making her one of the Top 10 scorers in the History of UCLA Women's Water Polo.

ATHLETIC ACHIEVEMENTS OR RECORDS:

(AAU Junior Olympics, Highs School, College, Other All Conference, State, National awards, MVP, Records, Milestones)

“Athletic achievements and records are included in the other two sections”

PROFESSIONAL or Olympic ATHLETIC INVOLVEMENT AND ACHIEVEMENTS:

Team USA:

Priscilla is a current member of the USA Senior National Team. She will be representing Team USA in various International Tournaments in the next couple of years as they prepare for the 2016 Olympics in Brazil. She has participated with team USA since the age of 15 on the Youth National Team for three years, on the USA Junior National Team for three years and is participating in her second year with the Senior National Team. While a member of Team USA, Priscilla was selected Team Captain on each of the three national teams and her teams won four Gold medals on various International competitions.

Team Mexico:

In 2011 Priscilla was a member of the Mexican Senior National Team which competed at the World University Games in Shenzhen, China and also in the XVI Pan American Games in Guadalajara, Mexico. Priscilla led the Mexican team in Guadalajara with 12 Goals in 5 games.

Water Polo 98 02:

In 2012 Priscilla left her job as the Assistant Coach of the Women's Water team at Cal Baptist University to travel overseas and join Water Polo 98 02, a Professional Water Polo Club in Pamplona, Navarre Spain. She participated in the "Division de Honor" in the Spanish Professional League and led the team to their best season ever.

NYAC:

For the past two years Priscilla has been a member of the New York Athletic Club, one of the most prestigious Professional Women's Water Club in the USA. As a member of the team last summer, Priscilla won the Gold medal at the US Open of Water Polo in Palo Alto, CA.

RECENT INVOLVEMENT WITH Commerce Athletics (donations, coaching assistance, volunteering etc.):

Currently, Priscilla is working for the City of Commerce as a Lifeguard and she frequently does her USA Water Polo team workouts in conjunction with the Commerce Aquatics team workouts. She has worked as a Commerce Aquatics assistant coach on an interim basis as needed in the past three years when her time has permitted. Priscilla often donates her time participating in the Commerce Aquatics work outs and helps the current young athletes with techniques and higher level water polo instruction based on her vast experience in the sport. Priscilla spends a lot of her free time at the Brenda Villa Aquatics Center talking, mentoring and motivating many of the future local male and female stars of Water Polo.

ALL FORMS SHOULD BE COMPLETED AND MAILED TO:

***Department of Parks & Recreation
Hall of Champions
2535 Commerce Way
Commerce, CA 90040***

All forms must be mailed or received by April 18th.

All information is subject to verification.

False accomplishments will result in immediate disqualification.

9:40 am
BA
4/10/14

City of Commerce Department of Parks & Recreation
City of Commerce Hall of Champions Application

PLEASE TYPE OR PRINT ALL INFORMATION

NOMINEE: Sergio Macias

CURRENT ADDRESS: 5151 Carfax

CITY: Lakewood ZIP CODE: _____

PHONE NUMBER: 562-233-8202

E-MAIL: smacias@cerritos.edu

DATES COMPETED (example 1980-1985) 1985-2005

NOMINATED BY: Hilario & Guadalupe Macias

ADDRESS: 2526 Kurt Ave.

CITY: Commerce ZIP CODE : 90040

PHONE NUMBER: (323) 724-9023

E-MAIL: hilariomacias@yahoo.com

NOMINEE'S ACCOMPLISHMENTS:

City of Commerce sports, high school, college, professional; other:

Macias played age-group club water polo with the City of Commerce where he had the privilege to participate in several Junior Olympics and Junior National Tournaments. At Bell Gardens High School, Macias helped lead his team to four consecutive league championships and back-to-back C.I.F. championships in 1995 and 1996. As a player, he earned the league's Most Valuable Player, CIF Most Valuable Player, 1st Team All-C.I.F., 1st Team All-Southern California and 1st Team All-American honors. Macias still holds the CIF Southern Section record for most career goals with 706. After graduating high school he attended Whittier College where he became the school's first-ever water polo player to receive SCIAC Conference Player of the Year as a sophomore. While at Whittier College, he was named 1st Team All-Conference, 1st Team WWPAA, and 1st Team All-American. Macias graduated from Whittier College in 2001 with a Bachelor's degree in Physical Education and Recreation. He earned his Master of Science degree in Kinesiology at California State University of Los Angeles in 2005.

ATHLETIC ACHIEVEMENTS OR RECORDS :

(AAU Junior Olympics, High School, College, Other All Conference, State, National awards, MVP, Records, Milestones)

Macias played age-group club water polo with the City of Commerce where he had the privilege to participate in several Junior Olympics and Junior National Tournaments. At Bell Gardens High School, Macias helped lead his team to four consecutive league championships and back-to-back C.I.F. championships in 1995 and 1996. As a player, he earned the league's Most Valuable Player, CIF Most Valuable Player, 1st Team All-C.I.F., 1st Team All-Southern California and 1st Team All-American honors. **Macias still holds the CIF Southern Section record for most career goals with 706.** Macias was also a member of the USA National Youth Team in 1994. After graduating high school he attended Whittier College where **he became the school's first-ever water polo player to receive SCIAC Conference Player of the Year as a sophomore.** While at Whittier College, he was named 1st Team All-Conference, 1st Team WWPA, and 1st Team All-American. Macias graduated from Whittier College in 2001 with a Bachelor's degree in Physical Education and Recreation. He earned his Master of Science degree in Kinesiology at California State University of Los Angeles in 2005.

Macias came to Cerritos College with a successful background as both a coach and a player. He started his coaching career with one of the top club programs in the nation, Commerce Aquatics, where he also learned how to play water polo as a youngster. Macias then took over the Montebello High School water polo team who, at the time of his arrival, had only won one league championship for both the boy's and girls' varsity team. In a four-year span, Macias guided both the boy's and girl's water polo teams to three consecutive league championships. He led the boy's water polo team to back-to-back C.I.F. Division III Championships and become the first sport in the school's history to win back-to-back C.I.F. championships titles. He also led his girls' team to the C.I.F. Division I semi-finals in 2005. Macias was named C.I.F. Coach of the Year in 2003 and 2004, *Los Angeles Times* Coach of the Year 2003 and *Whittier Daily News* Coach of the Year 2004.

PROFESSIONAL or Olympic ATHLETIC INVOLVEMENT AND ACHIEVEMENTS:

Sergio is employed at Cerritos college as the Women's Water Polo Head Coach, Women's Swim Team Head Coach and class instructor. Ever since his first season in 2005 as the Cerritos College women's water polo and swimming coach, Sergio Macias has taken his programs to the highest level in the state. After winning the water polo state championship in 2008, he had his team right back in the hunt for another title, as they were ranked #1 in the state heading into the 2009 Southern California Regional Playoffs. They have been a state contender each year and concluded the 2012 water polo season with a 28-5 record and won the South Coast Conference title for the fifth time in the last six seasons..

In the last four years, Macias has seen several of his players receive post-season honors, as seven players have earned All-American honors and eight received All-Southern California recognition. Additionally, Macias was named the conference's Coach of the Year in 2012, as well as in 2006, 2008, 2009 and 2011. During his tenure as the Falcons water polo coach, Macias has led his teams to a 212-44 (.825) career record.

RECENT INVOLVEMENT WITH Commerce Athletics (donations, coaching assistance, volunteering etc):

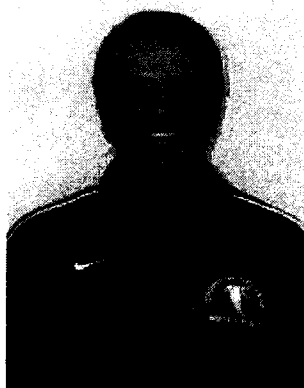
Sergio serves as a mentor to former and current Commerce water polo players. As a college coach, he offers Commerce high school seniors guidance and the opportunity to play at Cerritos College for the first two years of the student athlete's college career.

ALL FORMS SHOULD BE COMPLETED AND MAILED TO:

Department of Parks & Recreation
Hall of Champions
2535 Commerce Way
Commerce, CA 90040

All forms must be mailed or received by
All information is subject to verification.
False accomplishments will result in immediate disqualification.

Sergio Macias



Title: **Head Coach**
 Phone: **Ext. 2869**
 Email: smacias@cerritos.edu
 College: **Whittier College ('01)**

Bio

Related Bios ▾

Ever since his first season in 2005 as the Cerritos College women's water polo and swimming coach, Sergio Macias has taken his programs to the highest level in the state. After winning the water polo state championship in 2008, he had his team right back in the hunt for another title, as they were ranked #1 in the state heading into the 2009 Southern California Regional Playoffs. They have been a state contender each year and concluded the 2012 water polo season with a 28-5 record and won the South Coast Conference title for the fifth time in the last six seasons. For the 2012 season, freshman Angelica Hernandez was named All-American, 1st Team All-Southern California and was named the conference's Player of the Year. Sophomores Katherine Gabayeron and Sharon Ku were also named All-American, 2nd Team All-Southern California and 1st Team All-SCC recognition.

In the last four years, Macias has seen several of his players receive post-season honors, as seven players have earned All-American honors and eight received All-Southern California recognition. Additionally, Macias was named the conference's Coach of the Year in 2012, as well as in 2006, 2008, 2009 and 2011. During his tenure as the Falcons water polo coach, Macias has led his teams to a 212-44 (.825) career record.

Recently, the swim team has also experienced a great deal of success. In the last four seasons alone, eight individuals and eight relay teams have earned All-American honors, while all of the swim records have been broken. During the 2011 season, Katherine Gabayeron won three individual conference championships, swam on a pair of championship relay teams and finished the season placing second in the state championships in the 500-yard freestyle, while swimmer/diver Yuridia Vela won the conference title in the 10-meter backstroke and was also a state qualifier in the 3-meter diving event. As a team, the Falcons finished in 20th place, while Gabayeron also broke four school records during the season. The team won their first-ever conference championship in 2009 and had five entries in the state championships in 2011, as the team came in 21st place. In 2007, the team finished third in the South Coast Conference Championships, while they came in 18th place at the State Championships.

Also, in 2001, Meghan Carbajal and Jessie Ku earned All-American honors, while the duo of Jenel Lopez and Natalie Peng were named All-American in 2010. Macias also was named the conference's Coach of the Year in 2009. In his six seasons, Macias has led the team to a 38-12 (.760) conference record. Both Stephanie Rosero and Salina Mesa earned All-American recognition in 2008, with Mesa and Ashley Badali being named All-Americans in 2007. His first All-American came in 2006 when Hanna Anzai received the honor.

In water polo during their state championship season in 2008, Macias led his team to several school records including their 31 wins, while they strung together a 22-match winning streak, which was matched in 2009. Additionally, three members of the team were named All-American, led by sophomore Stephanie Rosero, who was named the State Player of the Year, Southern California Player of the Year and South Coast Conference Players of the Year, which she earned for the second year in a row. She was joined by freshmen Natalie Peng and Yvonne Ruvalacaba, with two others earning All-Southern California honors. For his efforts in guiding the team to the state championship, Macias was named the women's water polo State Coach of the Year and the South Coast Conference Coach of the Year. During the 2007 season, the Falcons won their first-ever Southern California Regional Playoff game in their first post-season appearance. The team finished with a 26-7 record in 2007 and Macias has guided his

teams to over 20 wins in all seven of his years. Macias opened his career in 2005 by guiding the program to their first 20-win season (21-11) and a third place SCC finish. It also marked the first season a Falcon player had been named All-American (Berlyn Sanchez). They followed that with their first-ever SCC Tournament title in 2006, with Macias being named the Coach of the Year and three All-American selections. Joining Sanchez were Daisy Carrillo, who was the conference's MVP and Jeannette Diaz. They advanced to the Southern California Regional Tournament in 2006 and concluded the season with a 28-3 mark, while during the season they won 19 matches in a row and won their first four tournaments in school history. In 2007, Stephanie Rosero was the team's lone All-American selection, as the Falcons went 26-7 and shared the conference championship.

Macias came to Cerritos College with a successful background as both a coach and a player. He started his coaching career with one of the top club programs in the nation, Commerce Aquatics, where he also learned how to play water polo as a youngster. Macias then took over the Montebello High School water polo team who, at the time of his arrival, had only won one league championship for both the boy's and girls' varsity team. In a four-year span, Macias guided both the boy's and girl's water polo teams to three consecutive league championships. He led the boy's water polo team to back-to-back C.I.F. Division III Championships and become the first sport in the school's history to win back-to-back C.I.F. championships titles. He also led his girls' team to the C.I.F. Division I semi-finals in 2005. Macias was named C.I.F. Coach of the Year in 2003 and 2004, *Los Angeles Times* Coach of the Year 2003 and *Whittier Daily News* Coach of the Year 2004.

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SERGIO MACIAS WATER POLO RECORD

	<u>Overall</u>	<u>Season Accomplishments</u>
2005 -	21-11	3rd Place South Coast Conference
2006 -	28-3	Southern California Regional Qualifier South Coast Conference Champions
2007 -	26-7	Southern California Regional Qualifier 2nd Place South Coast Conference
2008 -	31-3	State Champions 3rd Place Southern California Regional Playoffs South Coast Conference Tournament Champions 1st Place South Coast Conference
2009 -	29-2	Southern California Regional Qualifier South Coast Conference Tournament Champions 1st Place South Coast Conference
2010 -	22-8	3rd Place South Coast Conference
2011 -	27-5	Southern California Regional Qualifier South Coast Conference Tournament Champions 1st Place South Coast Conference
2012 -	28-5	Southern California Regional Qualifier 1st Place South Coast Conference
TOTAL:	212-44 (.825)	

SERGIO MACIAS SWIMMING RECORD

	<u>Overall</u>	<u>Season Accomplishments</u>
2006 -	4-3	31st Place State Championships 6th Place South Coast Conference Championships
2007 -	5-2	20th Place State Championships 4th Place South Coast Conference Championships

2008 -	4-3	18th Place State Championships 3rd Place South Coast Conference Championships
2009 -	7-0	11st Place State Championships South Coast Conference Champions
2010 -	7-0	11th Place State Championships 2nd Place South Coast Conference Championships
2011 -	5-2	21st Place State Championships 3rd Place South Coast Conference Championships
2012 -	6-2	20th Place State Championships 3rd Place South Coast Conference Championships
TOTAL:	38-12 (.760)	



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **16**

FROM: City Administrator

SUBJECT: Discussion regarding preparing a City Council agenda in Spanish

MEETING DATE: June 3, 2014

RECOMMENDATION:

Discuss and provide direction to staff, as deemed necessary, regarding the pursuit of options for preparing City Council agendas in Spanish, which would be in addition to the English version of the agenda that is prepared for each City Council meeting. Staff recommends that the question of preparing a Spanish version of City Council agendas be presented to the public in the form of a Public Opinion Survey, which has already been funded by City Council.

ANALYSIS:

During the last City Council meeting, held on Tuesday, May 20, 2014, Councilmember Altamirano requested that City Council discuss at a future meeting the possibility of also preparing City Council agendas in Spanish, which would be in addition to the English version of the agenda that is prepared of each City Council meeting. Given the request, there are several factors that should be fully understood prior to the consideration of City Council to direct staff to move forward with the request, those factors include: whether demand for a Spanish version of the agenda exists within the community; the costs associated with translating the English version of the agenda into Spanish; and the additional time requirements for producing the agenda in Spanish, which would also include shortening the preparation time for the English version of the agenda, as well as associated staff reports.

Given the City's commitment to engaging the community and encouraging public participation, various means have been employed to reduce language barriers throughout the City. However, the City understands that it is important to further extend ourselves by reaching out to all residents and thereby improving their accessibility to City Council and

the public participation process, as well as ensuring that all residents have a positive and welcoming experience at City Council meetings. Therefore, with the direction of City Council, staff would first and foremost need to determine the demand for a Spanish version of City Council agendas, which staff recommends doing so through the use of the Public Opinion Survey already approved by the Council. The Public Opinion Survey could also poll the need for Spanish translation at City Council meetings.

After obtaining the results of the Public Opinion Survey, and if it is determined that there is significant demand for a Spanish version of City Council agendas, then City Council could direct staff to solicit quotes for professional Spanish translation services. At the present time, the City only has in-house translation capability on a limited basis, and only for special projects with extended deadlines. Therefore, if it is deemed that Spanish translation services are necessary, then it is of the utmost importance to ensure that such services are professional so that such an important document as the City Council agenda is effectively communicated.

In addition to the above, it should also be understood that there will be additional time requirements for producing City Council agendas in Spanish, which in turn will effectively reduce the available preparation time for the English version of the agenda, the preparation of associated staff reports, and essentially the overall time to conduct research and work associated with items on City Council agendas. Furthermore, it should be known and understood for legal purposes, that both the English and Spanish versions of City Council agendas must be posted at the same time, hence the before mentioned shortened preparation time.

FISCAL IMPACT

Should the City Council direct staff to solicit quotes for the translation of City Council agendas into Spanish, staff will present a budget augmentation at a later date.

RELATIONSHIP TO 2014 STRATEGIC GOALS:

This item is not related to a specific 2014 Strategic Goal.

Recommended by:


Lena Shumway
City Clerk

Respectfully submitted,

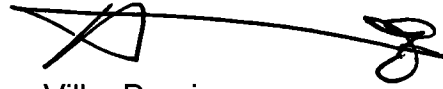

Jorge Rifa
City Administrator

Approved as to form:

Handwritten signature of Eduardo Olivo in black ink, consisting of a stylized 'E' followed by 'duardo' and a circular flourish.

Eduardo Olivo
City Attorney

Reviewed By:

Handwritten signature of Vilko Domic in black ink, featuring a long horizontal line with a square symbol and a flourish at the end.

Vilko Domic
Finance Director



CITY OF COMMERCE AGENDA REPORT

Item No. **17**

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Information Technology Infrastructure Upgrade Project

MEETING DATE: June 3, 2014

RECOMMENDATION:

1. Approve the Resolution (and assign the number next in order) which approves the Change Order No. 6 to the Agreement between the City of Commerce and MTM Construction, Inc. for construction of a Data Center Utility Room; and
2. Approve the Resolution (and assign the number next in order) which will approve agreements for services related to the construction of the City's Data Center, the building of the City's Network Design, the provision of a Voice Over internet Protocol System. The agreements will be between the City of Commerce and (1) Computer 1 Products of America, Inc., (2) PCM-G and (3) Charter Fiberlink CA-CCO, LLC.

ANALYSIS:

The vision for the City's Information Technology Strategic Plan was originally presented to the City Council by former IT Manager Al Vela in December 2012. This vision was to make information more accessible and less expensive to obtain. In order to attain this vision, the City will need a solid foundation to build upon. By investing in the City's information technology infrastructure, a solid foundation will be built from which the City can leverage technology to attain this vision and achieve a higher level of efficiency.

To achieve this higher level of efficiency requires that we implement the concept of Unified Communications. Unified Communications requires investment in infrastructure, hardware, software and staff. More importantly, it will require a data flow modification. This means that there will need to be a fundamental change in how departments use technology to communicate with each other.

Unified Communication is a method that integrates various forms of communication and workflow processes to optimize daily and long-term tasks. This involves a set of technologies working together seamlessly to complete tasks. This would reduce the time it takes to complete tasks and costs associated with them.

CURRENT IMPLEMENTATED TECHNOLOGY OVERVIEW

The following is a list of projects that have been completed which relate to the City's Information Technology Strategic Plan.

Unitrends Backup System - The Unitrends Recovery Series family of rack mount appliance and all-in-one backup appliances include powerful capabilities: Protecting physical and virtual servers and applications with instant recovery, unified data protection, point-in-time protection, and disaster recover offsite replication. Currently, the City has implemented two (2) Unitrends 823 backup and recovery systems. These two systems work in conjunction to backup all primary servers in operation and to replicate the current backed data to the secondary unit for emergency recovery and data retention.

Barracuda Email Archive System - The Barracuda Message Email Archiver reduces the email storage requirements and boost productivity by quickly accessing archived emails. In addition to these efficiencies, the Barracuda Message Archiver also provides a powerful, yet simple platform for eDiscovery and compliance. Currently, the Barracuda Message Archiver is archiving the City's emails for backing up, archiving and retrieval purposes.

MDVR Digital Video Security System – Multi-Digital High Resolution HD Video security system is currently deployed at a variety of the City's facilities. The system is also currently being installed at the remaining sites which will give the City video coverage and visual presence at all its core and remote sites. Its purpose is to record 24/7 for added security and surveillance of the City's staff, facilities, residence and visitors.

AGREEMENTS:

In order to continue on the path of implementing the City's Information Technology Strategic Plan, there are several agreements that staff is requesting City Council to approve. The following section details each component, the vendor performing the service, the cost, and discusses the rationale behind each. City staff has used an informal bid process to identify the best price and terms for the City.

Construction of Data Center - Electrical | Cooling | Fire | Secure Facility

Vendor: MTM Construction, Inc.

Utility Room Construction

Agreement Amount: \$70,033.00

Vendor: Computer One

Fire Suppression

Agreement Amount: \$35,815.41

Vendor: Computer One

Data Hardware and Rack System Installation

Agreement Amount: \$11,936.11

The construction of a Data Center will reduce costs, improve efficiencies, promote the use of Green IT, and create an infrastructure that is fast, nimble, resilient and cost effective. In order to support all of the IT systems, the reconstruction of the City Hall Facilities (Utility Room) is necessary. The Data Center will serve as the center of all IT services and communications for Central Library computer systems, network & services, Transportation Wi-Fi Platform, Fiber Optic Internet Services, City Hall Voice-Over IP System, City Hall Cisco Network Upgrade, Video Streaming, City of Commerce Facilities Video Surveillance, Granicus, and Enterprise Storage, as well as all future systems and services.

Networking Design - Security Centralized Management | Routers | Firewall | Switches

Vendor: PC Mall

Network Refresh

Agreement Amount: \$47,560.00

Vendor: Computer 1

Network Design and build out

Agreement Amount: \$72,758.50

Vendor: PC Mall

Routers and Switches

Agreement Amount: \$182,715.92

Strengthening the core with network infrastructure upgrades is essential; establishing and maintaining reliable connections is critical to the success of any business. With any system, the foundation which all systems are built upon must be stable, secure and reliable. In order to provide a network that is available 99.9% exclusive of scheduled down time, the redesign and upgrade would consist of the Network Backbone or core to be upgraded. The Network will be built upon the Cisco Nexus Network Architecture, the proven leader in wired and wireless network infrastructures. The network backbone is essentially a set of systems, routers and switches which inter-connect all the other systems together. It will provide the foundation for all other systems for future growth; provide ability to utilize data, Wi-Fi, voice, & video within our own network while keeping it secure and reliable as well as centralized security management.

Voice Over Internet Protocol System (VOIP) - PBX | Telecommunication

Vendor: PC Mall

VOIP System

Agreement Amount: \$136,790.97

An IP PBX is a complete telephone system which provides telephone calls over IP data networks. All conversations are sent as data packets over the network. This technology includes advanced communication features, but also provides a significant dose of worry-free scalability and robustness that all enterprises seek. The Voice-Over

Internet Protocol or (VOIP) system is also able to connect to traditional PSTN lines via an optional gateway. Investing in a VOIP system delivers such significant savings in management, maintenance, and ongoing call costs. The Cisco VOIP system is the leader in unified communication; the Cisco Business Edition 6000 VOIP system will provide the City of Commerce reliability and strength of the proven leader of Cisco. In addition, it will work seamlessly upon the Cisco Core Network which is an added bounce to the systems overall performance.

Internet Service Provider - Bandwidth | Security | One Fabric

Vendor: Charter Cable

Agreement Amount: \$4,244 per month

Most businesses reach a point when they need to move their computing technology to the next level. Whether that means upgrading the internal network or investing in a larger Internet pipeline, procuring the right level of internet service for growing businesses is essential. Keep in mind that growing businesses will likely require more bandwidth and a more comprehensive network to account for increased network traffic and future technology. The upgrade of our Internet Service Provider (ISP) will give the City of Commerce faster internet speeds and inter-connect City of Commerce remote sites securely and efficiently. With the implementation of the ISP upgrade, all our remote sites will be secure, locked down within a new private city network which is managed by the ISP Network Operations Control Center (NOC) giving us the ability to share services and data, while allowing us to secure the network traffic from outside attacks. An ISP upgrade is an essential element of the more reliable network model and overall health of the system. Charter Fiberlink CA-CCO, LLC has provided excellent services and business partnership for the City in recent years. Charter Fiberlink CA-CCO, LLC is currently providing multiple sites internet and telephone services. Charter has agreed to upgrade our network from 20 MB to 200 MB, with the ability to scale up to 1 GB speeds, giving the City of Commerce Network a much faster, stable network.

INFORMATION TECHNOLOGY STRATEGIC PLAN TENTATIVE TIMELINE:

The following dates are tentative.

- June 30, 2014:** Data Center Build Construction
- June 30, 2014:** City Comm Fiber & Network
- July 1, 2014:** Granicus Go Live
- August 25, 2014:** Cisco VOIP System
- Sept 22, 2014:** Internet Services Fiber Optic Upgrade
- Sept 30, 2014:** Enterprise Storage and Virtualization
- Oct 24, 2014:** City Comm Upgrade Go Live
- Dec 2014:** Future Projects

Components	Status	Start Date	Estimated Completion Date
Data Center Build Out	open	4/1/2014	7/1/2014
Data Center Server Room Design	open	4/1/2014	7/1/2014

Fiber Optics Infrastructure	open	4/1/2014	7/1/2014
Cisco Network Infrastructure	open	4/1/2014	7/1/2014
Cisco VOIP System	open	4/1/2014	7/1/2014
Granicus	open	3/6/2014	7/1/2014
ISP - Internet Service Provider	open	6/30/2014	7/31/2014
Enterprise Storage	open	6/30/2014	7/31/2014
VMware Upgrade	open	3/6/2014	9/22/2014
Laser Fiche	open	5/6/2014	8/29/2014
MDVR Security Cameras	open	5/6/2014	7/31/2014
Workstation Upgrade	open	5/5/2014	5/16/2014
HDL Prime	open	5/6/2014	7/31/2014
Accela \ EnerGov	open	5/6/2014	7/31/2014
Web Streamer	open	5/6/2014	5/30/2014
Web Site Re-Design	open	10/1/2014	12/31/2014
MDM Solution	open	5/6/2014	5/30/2014
i PAD and i Phone Roll Out	open	5/6/2014	5/30/2014
Central Library Server Room Design	open	5/6/2014	9/9/2014
Wi-Fi Solution	open	5/6/2014	9/9/2014

THE FUTURE – ADDITIONAL ITEMS TO COME:

Wireless Technology – A desired technology which would benefit the City's network for operations, connection & collaboration capabilities is in the creation of a wireless network. A wireless network would greatly improve the City's network through the upgrade of the City network infrastructure; the Wi-Fi network would have a reliable network backbone to support a secure, flexible robust, fast, private and public Wi-Fi infrastructure.

Granicus - Granicus manages the world's largest and most reliable legislative content network—containing more than 5 million government media files and public records and maintaining a 99.98% uptime track-record. Granicus also has 20,000+ government users currently leveraging Granicus technology to successfully run their day-to-day government information tasks including webcasting public meetings, managing and delivering legislative information, collaborating with citizens, and more.

Enterprise Storage - The Digital Universe is expected to double every two years from now until 2020. But with this influx of big data comes the need to store, manage, and analyze it – all in an effort to help organize & unlock valuable insights and, ultimately, drive ROI. Enterprise Storage will provide the City with storage capabilities for future growth, added functions of High Availability of data and data protection, & the power to virtualize many of our services, servers, and software.

Virtualization - Is the single most effective way to reduce IT expenses while boosting efficiency and agility—not just for large enterprises, but for small and midsize businesses too. VMware virtualization lets you run multiple operating systems and applications on a single computer. Virtualization will give the City the ability and power to

consolidate hardware and get vastly higher productive from fewer servers, saves 50 percent or more on overall IT cost & speed up and simplify IT management, maintenance and deployment of new applications.

Laserfiche – Document management, document imaging, business process management and records management. Laserfiche grants users across the enterprise instant access to the information they need to complete their jobs quickly and efficiently. In addition, it reduces the resource utilization inherent with paper-based processes. Gain a single point of control over all information assets throughout their life cycles.

Geographical Information Services - A geographic information system (GIS) integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information. GIS allows us to view, understand, question, interpret, and visualize data in many ways that reveal relationships, patterns, and trends in the form of maps, globes, reports, and charts. A GIS helps you answer questions and solve problems by looking at your data in a way that is quickly understood and easily shared. GIS technology can be integrated into any enterprise information system framework.

Computer Assisted Design - CAD, or computer-aided design and drafting (CADD), is the use of computer technology for design and design documentation. CAD software replaces manual drafting with an automated process.

Accela - Accela powers thousands of services and millions of transactions for more than 500 public agencies worldwide, enabling governments to connect with citizens and streamline processes related to land management, asset management, licensing, and public health & safety. Accela addresses a broad range of agency, business and citizen needs, and includes built-in payment, scheduling, compliance and information transparency.

GENERAL INFORMATION RECAP

Establishing and maintaining reliable connections is critical to the success of any business. By upgrading both the internal LAN (Local Area Network) as well as the WAN (Wide Area Network) the City of Commerce will provide a robust foundation for conducting business and providing essential services. One of the most common changes organizations make to their IT infrastructure is to upgrade their network infrastructure. While a complete overhaul is no easy feat, the benefits are often worth the investment, increasing both efficiencies and capabilities within the IT department and expressed throughout the City of Commerce and in its employees.

ALTERNATIVES:

1. Approve the recommendation and approve and adopt the Resolution.
2. Provide staff with further direction

FISCAL IMPACT:

This portion of the IT Strategic Plan has been budgeted for \$875,000 in the 2013/14 fiscal year. If approved, the recommended action would utilize these previously budgeted funds and have no fiscal impact at this time.

RELATIONSHIP TO STRATEGIC GOALS:

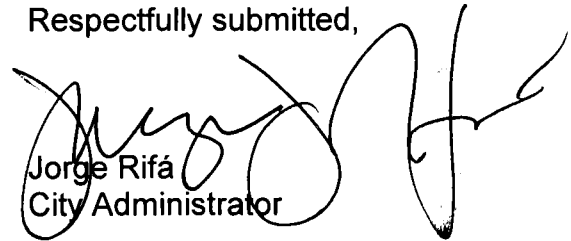
This agenda report is associated with Council's goal to improve and maintain infrastructure and beautify our community.

Recommended by:



Vilko Domic
Director of Finance

Respectfully submitted,



Jorge Rifá
City Administrator

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Change Order No. 6 to the Agreement with MTM Construction, Inc.
2. Resolutions (2)
3. Agreement - Computer 1 Products of America, Inc.
4. Agreement- PCM-G
5. Agreement – Charter Fiberlink CA-CCO, LLC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING CHANGE ORDER NO. 6 TO CONSTRUCTION CONTRACT NO. 1301 BETWEEN THE CITY OF COMMERCE AND MTM CONSTRUCTION, INC. FOR THE CENTRAL LIBRARY RENOVATION PROJECT

WHEREAS, on October 18, 2011, the City Council approved Construction Contract No. 1301 between the City of Commerce and MTM Construction, Inc. (MTM") for the Central Library Renovation Project; and

WHEREAS, the City requires the build-out of a Data Center at the Service Building, which is connected to the Central Library. The proposed Data Center is related to the ongoing construction of the Library Renovation Project; and

WHEREAS, the City requested that MTM provide it with pricing for the construction of the Data Center. MTM has advised that it can complete the project for Sixty Thousand Three Hundred Ninety Six Dollars (\$60,396.00). Staff recommends that the City Council approve a change order to Contract No. 1301 and thereby authorize MTM to proceed with the build-out of the Data Center project.

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

SECTION 1: The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2: Change Order No. 6 to Construction Contract No. 1301 between the City of Commerce and MTM Construction, Inc. is hereby approved. The Mayor is hereby authorized to execute Change Order No. 6 for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

CITY OF COMMERCE

By: _____
Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AGREEMENTS FOR SERVICES RELATED TO THE CONSTRUCTION OF THE CITY'S DATA CENTER, THE BUILDING OF THE CITY'S NETWORK DESIGN, AND THE PROVISION OF A VOICE OVER INTERNET PROTOCOL SYSTEM BETWEEN THE CITY OF COMMERCE AND: (1) COMPUTER 1 PRODUCTS OF AMERICA, INC.; (2) PCM-G; AND (3) CHARTER FIBERLINK CA-CCO, LLC

WHEREAS, the City is in the process of implementing its Information Technology Strategic Plan; and

WHEREAS, the City requires several agreements in order to pursue the Project. The required components for the project, the vendor that will perform the service, and the cost for such services are set forth below:

- **Construction of Data Center - Electrical | Cooling | Fire | Secure Facility**

The construction of a Data Center will reduce costs, improve efficiencies, promote the use of Green IT, and create an infrastructure that is fast, nimble, resilient and cost effective. In order to support all of the IT systems, the reconstruction of the City Hall Facilities (Utility Room) is necessary. The Data Center will serve as the center of all IT services and communications for; Central Library computer systems, network & services, Transportation Wi-Fi Platform, Fiber Optic Internet Services, City Hall Voice-Over IP System, City Hall Cisco Network Upgrade, Video Streaming, City of Commerce Facilities Video Surveillance, Granicus, and Enterprise Storage as well all future systems and services.

The following vendors have been selected to provide the required services:

Vendor: MTM Construction, Inc.

Utility Room Construction

Agreement Amount: \$70,033.00

Vendor: Computer One

Fire Suppression

Agreement Amount: \$35,815.41

Vendor: Computer One

Data Hardware and Rack System Installation

Agreement Amount: \$11,936.11

- **Networking Design - Security Centralized Management | Routers | Firewall | Switches**

Strengthening the core with network infrastructure upgrades is essential, establishing and maintaining reliable connections is critical to the success of any business. The foundation which all systems are built upon must be stable, secure and reliable. The redesign and upgrade would consist of the Network Backbone or core to be upgraded. The Network will be built upon the Cisco Nexus Network Architecture the proven leader in wired and wireless network infrastructures. The network backbone will provide the foundation for all other systems, for future growth, provide ability to utilize data, Wi-Fi, voice, & video within our own network, keeping it secure and reliable as well as centralized security management.

The following vendors have been selected to provide the required services:

Vendor: PC Mall

Network Refresh

Agreement Amount: \$47,560.00

Vendor: Computer 1

Network Design and build out

Agreement Amount: \$72,758.50

Vendor: PC Mall

Routers and Switches

Agreement Amount: \$182,715.92

- **Voice Over Internet Protocol System (VOIP) - PBX | Telecommunication**

An IP PBX is a complete telephone system which provides telephone calls over IP data networks. All conversations are sent as data packets over the network, this technology includes advanced communication features but also provides a significant dose of worry-free scalability and robustness that all enterprises seek. The Voice-Over Internet Protocol or (VOIP) system is also able to connect to traditional PSTN lines via an optional gateway. The Cisco VOIP system is the leader in unified communication.

The following vendors have been selected to provide the required services:

Vendor: PC Mall

VOIP System

Agreement Amount: \$136,790.97

- **Internet Service Provider - Bandwidth | Security | One Fabric**

The upgrade of the Internet Service Provider (ISP) will give the City faster internet speeds and inter-connect City remote sites securely and efficiently. With the implementation of the ISP upgrade all remote sites will be secure locked down with in a new private City network, managed by the ISP Network Operations Control Center (NOC) giving the City the ability to share services and data, while allowing the City to secure the network traffic from outside attacks. An ISP upgrade is an essential element of the more reliable network model and overall health of the system. Charter Communications has provided excellent services & business partner for the City in the recent years, and is currently providing multiple sites internet and telephone services. Charter has agreed to upgrade the City's network from 20 MB to 200 MB; with the ability to scale up to 1 GB speeds, giving the City a much faster stable network.

The following vendors have been selected to provide the required services:

Vendor: Charter Cable

Agreement Amount: \$4,244 per month

WHEREAS, on October 18, 2011, the City Council approved Construction Contract No. 1301 between the City of Commerce and MTM Construction, Inc. (MTM") for the Central Library Renovation Project. The build-out of a Data Center at the Service Building is related to the ongoing construction of the Library Renovation Project and is being addressed by a change order to the MTM Construction Contract, which is being approved by a separate resolution; and

WHEREAS, Staff recommends that the City Council approve the agreements required to proceed with the Information Technology Strategic Plan.

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

SECTION 1: The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2: The Agreement between the City of Commerce and Computer 1 Products of America, Inc., is hereby approved. The Mayor is authorized to sign the Agreement for and on behalf of the City. City Staff is also authorized to take all action necessary to implement the Agreement.

SECTION 3: The Agreement between the City of Commerce and PCM-G is hereby approved. The Mayor is authorized to sign the Agreement for and on behalf of the City. City Staff is also authorized to take all action necessary to implement the Agreement.

SECTION 4: The Agreement between the City of Commerce and Charter Fiberlink CA-CCO, LLC is hereby approved. The Mayor is authorized to sign the Agreement for and on behalf of the City. City Staff is also authorized to take all action necessary to implement the Agreement.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

CITY OF COMMERCE

By: _____
Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.

SPECS:

CONTRACT #: CC#1301

Change Order Request # : 006

Reference Doc.: Field Direction w/Plan

RFI #:

Field Memo# 6

Proceed Order #:

Full Description of Change in Scope:

Date : 4/4/2014

Provide Painting and New Roofing, RTU Etc per Revised Field Memo #6

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Labor	32.00	\$43.86	\$1,403.52						
Carpenter for Mechanical Pad & Form Work	48.00	\$48.43	\$2,324.64						
Concrete	48.00	\$48.22	\$2,314.56						
Painter	32.00	\$40.45	\$1,294.40						
Paint (Prime, Paint)				480.00	\$ 1.25	\$600.00			
Concrete (3,000 psi)				4.00	\$ 150.00	\$600.00			
Pump							4.00	\$80.00	\$320.00
Lumber, Plywood, Protection				360.00	\$ 0.97	\$349.20			
Rebar (#4)				300.00	\$0.86	\$258.00			
Trash Bin & Tools							1.00		\$1,000.00
Not Included									
1. Existing Roof Frame Repairing if Damaged.									
2. Doors, Louvers.									
3. Engineering, Inspection, Testing Services									
4. Permits.									
5. Fire Alarm, Security System, FP System.									
6. Re-Use Existing Plywood for Backing Board.									
7. Flooring									
8. Asbestos Removal.									
9. Provide Roofing System per Submittal #018_07541 R1									
Subtotal:	160.00	\$180.96	\$7,337.12	1144.00	\$153.08	\$1,807.20	5.00	\$80.00	\$1,320.00
Overhead & Profit (%)			15%			15%			15%
Overhead & Profit (\$)			\$1,100.57			\$271.08			\$198.00
Subtotal:			\$8,437.69			\$2,078.28			\$1,518.00
Total:									\$12,033.97
First Tier Subcontractor Cost:	1. Mega air for RTU (Remove and Provide New RTU Etc)								\$22,500.00
	2. AA Roofing (Remove and Provide New Roofing, Sheet Metal Etc)								\$13,200.00
	3. JUNO (Electrical Works)								\$9,790.00
GC's O & P per First Tier Sub.							5%		\$2,274.50
Bond:	(Including GC & First Tier Sub cost)							1%	\$597.98
GRAND TOTAL:									\$60,396

Total time impact in calendar days of this Change Order Request:

0 days

JUNO,MEGA AIR,AA-ROOFING

SUB. CON - NAME/TITLE

DATE

WON CHOI / PM

G.C - NAME/TITLE

4/4/2014

DATE

Project Scope

General Construction

Demo

1. Remove existing plywood from walls
2. Remove HVAC 2 Ton Unit from the rooftop

HVAC

1. Remove existing rooftop unit and haul away all debris associated with installation
2. Furnish and install one (1) Carrier or Trane or York 5 ton, 460 volt, 3 phase package heat pump (includes crane)
3. Install new plenums to accommodate new duct work
4. Install two (2) new supply grills and two (2) return filter grills
5. Start and check operation

Paint

1. Prime and paint with two (2) coats of finish interior walls (one color only)
2. Prime and paint interior side of one (1) door and frame.
3. Caulk Door frame between structural framed opening.

Carpentry

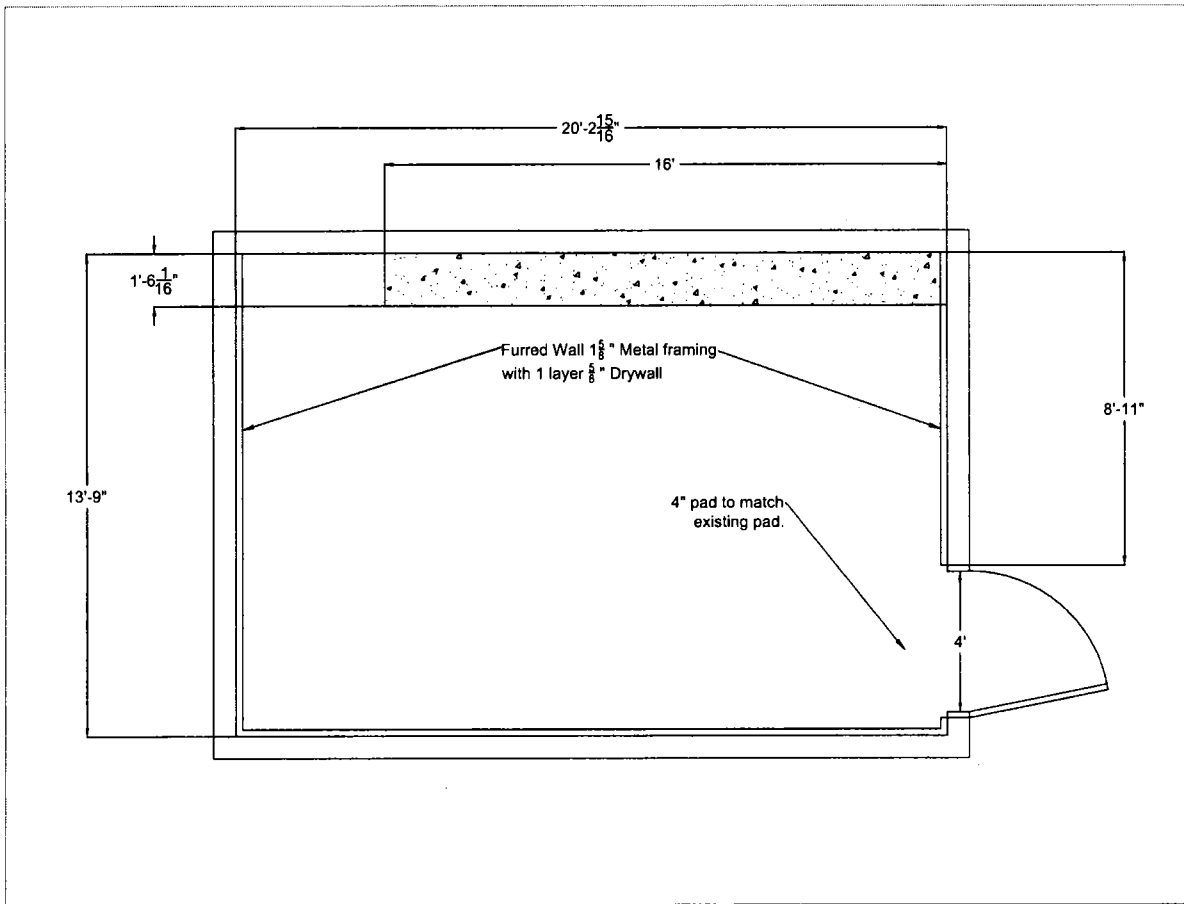
1. Furnish and install 4" concrete pad over existing concrete floor for entire room.
 - a. Provide cast in nosing yellow in color at step in front of door, Balco #R-315 PC or equal.

Roofing

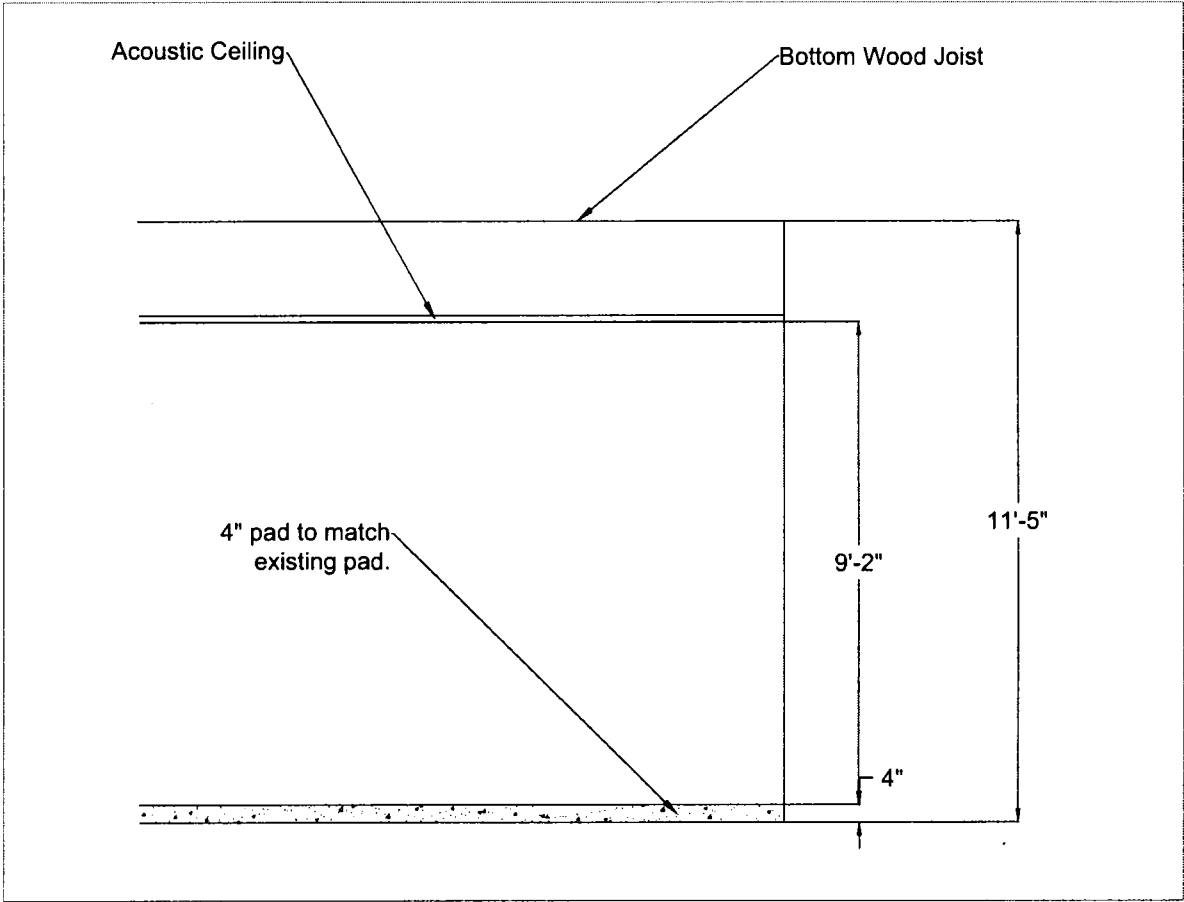
1. Install new roof using as specified for Central Library Renovation.

Electrical

1. Install one (1) three-phase 277/480 v circuit for HVAC to fused disconnect
 - a. Provide fuses as needed to properly operate existing disconnect
2. Provide and install four (4) 20 Amp 120 v circuits for cabinets and low voltage equipment
 - a. The number of circuits will be determined by the available ampacity in the existing panels
3. Provide and install two (2) convenience receptacles at workbench location
4. Use existing light fixtures.



PLAN VIEW



SECTION VIEW

CHANGE ORDER

Date: 1-22-14

Change Order #1

Project Name: CITY OF COMMERCE CENTRAL LIBRARY

RE: FIELD MEMO #006 (RFQ-1) DATA ROOM BUILD-OUT AT SERVICE BUILDING

A/C Unit	Model No.	Description	QTY	Unit Price	EXT. Price
	B6HZ060A46	YORK HEAT PUMP 5-TON PACKAGE	1	\$2,926.80	\$2,926.80
	CBKDAFF186008	AFFINTY ROOF CURB	1	\$135.60	\$135.60
	ECODAFF1860DB1	AFFINTY ECONO DOWN MODULA	1	\$565.20	\$565.20
	PUYA24NHA4	Mitsubishi Mr. Slim 2-Ton C,U	1	\$2,631.60	\$2,631.60
	PKAA24KA4	Mitsubishi Mr. Slim 2-Ton Fan coil	1	\$1,298.40	\$1,298.40
	MHK1	Mitsubishi controller	1	\$244.80	\$244.80
Duct		Sheet Metal duct	1	\$523.20	\$523.20
		Flax Duct	1	\$82.20	\$82.20
Diffuser		24"x24"t-bar	2	\$59.52	\$119.04
Piping		Line set	1	\$325.86	\$325.86
MISC.		Screw, seal, insurrection...	1	\$650.00	\$650.00
CRANE		CRANE	1	\$1,100.00	\$1,100.00
LABOR		LABOR	16	\$560	\$8,960.00
				SUB TOTAL	\$19,562.70
		O&P		15%	\$2,937.30
				TOTAL	\$22,500.00

THANK YOU,

MEGA AIR CO INC.



AA Roofing & Waterproof

LIC 812026

127 E. 23rd St, Los Angeles, CA 90011

TEL : 213-749-2323

FAX : 213-749-2325

P R O P O S A L

DATE : 1/25/2014

TO :

JOB NO. 14004

ATTN :

JOB NAME:

TEL :

ADDRESS:

FAX :

CENTRAL LIBRARY DATA ROOM

We hereby propose to furnish materials and labor necessary for the completion of the following ;

SCOPE OF WORK;

- * INSTALL VAPOR BARRIER
- * INSTALL 1/4" DENS DECK.
- * INSTALL PVC ROOFING
- * INSTALL R-30 INSULATION(5")
- * REPLACE COPING METAL AT MIDDLE SECTION OF BLDG.
- * REMOVE EXISTING ROOFING.

EXTRA WORK:

EXCLUSIONS :

- * Any carpentry work, Trash Bin, Asbestos Removal at Existing Roofing.

We propose hereby to furnish materials and labor for the sum of :

\$13,200.00

WARRANTY

Mat'l :

Labor :

PAYMENT

Down :

1 st :

2 nd :

3 rd :

Final :

Submitted By

Signature _____

Accepted By

Signature _____

JUNO ELECTRICAL SYSTEM, INC.

PROPOSAL

951 S, Meridian ave. Alhambra, CA 91803 (T)626-282-5860 (F)626-282-8790

LIC#925886 B,C10. Since 1999

DATE: January 24, 2014
REF. NO: Field Memo #006

NUMBER: 2789-001
JOB NO.:

BILL TO:
MTM Construction, Inc.
16035 Pheonix Dr.
City of Industry, CA 91745
Attn: Won Choi

JOB SITE ADDRESS:
Central Library
5655 Jillson St.
Commerce, CA 90040

JOB NAME: CENTRAL LIBRARY RENOVATION - COP#1

Scope of Work :

- Remove/Relocate/Reinstall (E) Electrical Receptacles for the new Furr-out wall.
- Demolish (E) Lighting with related conduit and wires upto adjacent J-box, and prepare for the (N) lighting fixtures.
- Furnish/Install (N) 2T8 Lamp T-Bar Lay-in Troffer Lighting Fixtures(4EA) with necessary conduit/feeder wire/support
 - ** Retain (E) Lighting CKT and control, Slack Safety wire for the lighting fixtures to be furnished by other/Ceiling contractor
- Demolish (E) power connection for the HVAC Unit on the rooftop and prepare for the new HVAC Unit
- Furnish/Install (N) power connection to Package Heatpump Unit with necessary conduit/feeder wire/disconnect switch/support Devices/CKT Breaker on Source Panel. ** no electrical spec provided, assume 50A/480V/3PH.
- Furnish/Install (N) power connection to condensing unit with necessary conduit/feeder wire/disconnect switch/support devices/ /CKT Breaker on source panel. ** no electrical spec provided, assume 20A/208V/3PH from EM Panel per field disscusion with client.
- Furnish/Install (N) power connection to Fan-coil unit with necessary conduit/feeder wire/support/disconnect switch/CKT breaker
- Furnish/Install (N) power receptacle for the data cabinet/low voltage equipment with necessary conduit/feeder wire/support.
- Furnish/Instatl (N) 120V convenience receptacles at workbench location with necessary conduit/feeder wire/j-box/wiring device /support devices.
 - ** core-drilling of (E) CMU wall may required and included in this proposal.
 - ** Any control/FA conduit/device/cable work is excluded from this proposal.

NOTES :

- The work scope of this proposal based on Field memo #006
- Disposal bin/Low Boy provided by general contractor or other
- Extra cost will be charged if additional work or change of quantity from above work scope imposed

Exclusion:

- Bond, city permit & electrical engineering fee
- Temporaty facility/fence/power/lighting & traffic control
- Any surface finishing works(concrete, asphalt, landscaping, drywall, stucco, painting & etc.)

To accommodate all work specified within drawing and specification.

TOTAL \$ 9,790.00

We propose parts and labor cost of --

Nine Thousand Seven Hundred Ninety and 00/00 Dollars

PAYMENT TERMS: Last payment is due within one month of completion and final inspection or a finance charge of 1.5% per month will be added to the total amount. All collection and legal expenses are to be paid by purchaser when past due and receipts are submitted for collection through agency, attorney or court in the state of California.

CUSTOMER'S SIGNATURE :

DATE :

CONTRACTOR'S SIGNATURE:

DATE: 1/24/2014

THIS AGREEMENT (the "Agreement") entered into this ____, day of May 2014 (the "Effective Date") is by and between Computer 1 Products of America, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

WHEREAS, the City of Commerce requires various services in order to implement its Information Technology Strategic Plan. Among other things, the City requires Fire Suppression in connection with the construction of the City's Data Center, Network Design and Build Out, and Data hardware and Rack Installation.

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

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

AGREEMENT

1. **Scope of Services and Schedule of Performance.**

Consultant shall perform the following services (the "Services"):

- A. Fire Suppression for the Construction of the City's Data Center, as set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.
- B. Network Design and Build Out, as set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.
- C. Data Hardware and Rack Installation, as set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.

2. **Term.**

Except as otherwise provided by Section 20 hereof, the term of this Agreement shall be for a period commencing on the Effective Date and shall continue until the Services to be provided are completed or until the City provides notice that it no longer requires such Services.

3. **Compensation.**

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

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

4. Financial Records.

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

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel.

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

7. Responsible Principal and Project Manager.

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

The names of the Responsible Principal and the Project Manager are listed in Exhibit A.

8. City Liaison.

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

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

Consultant shall indemnify and hold the City and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and their respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by Consultant, its employees or its agents in the performance of the Services hereunder. Consultant shall not be liable to the extent that any liability, loss,

damage, cost, and expense is caused solely from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14. Confidentiality.

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

15. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

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

18. Conflict of Interest.

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

19. Other Agreements.

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

20. Termination.

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

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

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

21. Waiver of Breach.

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

22. Assignment.

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

23. Arbitration.

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

24. Attorneys' Fees.

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

25. Notices.

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

For the City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Vilko Domic, Finance Director

For Consultant:

Computer 1 Products of America, Inc.
11135 Rush Street Unit "A"
South El Monte, CA 91733
Attn:

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

26. Governing Law.

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

27. Severability.

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

28. No Construction of Agreement against any Party.

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

29. Entire Agreement and Amendments to Agreement.

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

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

Except as expressly stated in this Agreement, no party, nor its employees, agents or attorneys have made any statement or representation to any other party or its employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each party does

not rely upon any statement, representation and/or promise of any other party, its respective employees, agents or attorneys in executing this Agreement.

31. Counterpart Signatures.

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

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

CITY OF COMMERCE

DATED: June ___, 2014

By: _____
Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk

CONSULTANT

DATED: June ___, 2014

By: _____

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

REQUIRED INSURANCE

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

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

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

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

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

2. Errors And Omissions Insurance Coverage

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

3. Worker's Compensation

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

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".

CONSULTANT shall carry and maintain worker's compensation as required by the

California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONSULTANT.

4. Additional Insureds

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

5. Cancellation Clause

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

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

6. Severability Clause

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

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

7. Qualifications of Insurer

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

8. Approval of Insurer

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

9. Payment of Premiums

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

10. Evidence of Insurance and Claims

City shall have the right to hold the policies and policy renewals, and CONSULTANT shall promptly furnish the City all renewal notices and all receipts of paid premiums. In the

event of loss, CONSULTANT shall give prompt notice to the insurance carrier and City. City may make proof of loss if not made promptly by CONSULTANT.

4845-6810-3963, v. 1



11135 Rush Street Unit "A"
 South El Monte, CA 91733
 Phone: (800) 995-0566
 Fax: (626) 213-2444
 www.computer1products.com

Quotation

Date	Quotation #
4/3/2014	19981

Quotation For:

CITY OF COMMERCE
 2535 Commerce Way
 Commerce, CA. 90040
 Attn: Jesse Guerrero

Sales Rep	P.O. No.	Terms	Ship Via	
RMuno	Pending	NET 30	FedEx	
Item	Qty	Description	Unit Cost	Total
PS-1007	1	PROFESSIONAL INSTALLATION SERVICES 1. Fire Suppression System Implementation 2. See Attachments	29,999.00	29,999.00T
Misc.	1	Please provide \$ 1,000.00 dollars as budget to be passed on for permit when approved and received.	2,200.00	2,200.00
Misc.	1	Install clean agent and piping above reflective ceiling:	700.00	700.00T
S-10001	1	FREE FREIGHT	0.00	0.00

Did you know we offer Nationwide Installation Services for equipment you are currently buying from us?. Contact your Account Manager or the Computer 1 Service Team at (626) 213-2405

NOTE: Quotes are subject to applicable tax and estimated freight charges. Please take a moment to review the part number, quantity and sales price per line. All sales are final and non-returnable unless the order has a sales error or the item is D.O.A. A defective item may be returned within the first 14 days of purchase. Any non defective item may be approved for an exception return with a 25%+ restocking fee.	Subtotal	\$32,899.00
	Sales Tax (9.5%)	\$2,916.41
	Total	\$35,815.41

Summary of Deliverables

Engineer, Furnish, and Install (EF&I) of equipment	Included
Submittals, Plan Check & Permit Fees	Included
Complete installation during normal business hours	Included
System Start up and Functional Testing	Included
One-Year Warranty	Included
Training, Operation Manuals & As-Built Drawings	Included
Maintenance Program	Available
Optional Five-Yr Warranty Extension (at no additional charge: Fike Equipment)	Available

II. QUALIFICATIONS/EXCLUSIONS

1. Based on completion of all work during normal business hours.
2. FPS/COMPUTER 1 PRODUCTS will provide on-site supervision and coordination with other trades for our work.
3. Additional work, inspections, field visits, etc shall be billed according to FPS/COMPUTER 1 PRODUCTS published labor rates.
4. Our proposal meets or exceeds the minimum requirements outlined in the bid documents including approved equal equipment where allowed or not clearly articulated by the specifications.
5. A 5yr warranty is available for all Fike equipment if FPS/COMPUTER 1 PRODUCTS engineers, installs, and performs the Fire Code required inspections/maintenance on your new Fire System.
6. Payment terms: Progress payments net 30 days from invoice.
7. Bonds have not been figured into this proposal. Bonding rate is 1 ½%.
8. Excludes the following:
 1. Interconnection or modifications to existing fire life safety, bldg notification, evacuation, shutdowns, HVAC, sprinklers, etc except as described or necessary to meet the scope above.
 2. Electrical installation of monitoring modules, etc for the building Fire Alarm System to monitor the new FCP. We will provide dry contact relays at the FCP for this purpose.
 3. 120V power to the FCP.
 4. Provision or installation of pressure venting – FPS/COMPUTER 1 PRODUCTS shall provide required size based on calculations
 5. Additional work may be required to seal the room as required by NFPA based on our fan test. Excludes room sealing including door sweeps, seals and mechanical pressure vent dampers.
 6. Painting, coring, framing, wall patching, or fire stopping included for our penetrations only.
 7. Excludes union labor, PLA Agreements and Union Labor.

III. INVESTMENT

Fixed price based on deliverables above FM-200 and Detection: _____ \$ 29,999.00
 Option # 1: Permit FEE: If applicable _____ \$ 2,200.00

Option # 2: Install clean agent and piping above reflective ceiling: _____ \$ 700.00

Acceptance:

If the forgoing is acceptable, please return a copy of this proposal authorized individual, as our notice to proceed. The terms and conditions of this proposal are binding if the document is countersigned and returned within 45 days.

Accepted By _____
 Company: _____
 Signed: _____
 By: _____
 Title: _____

Proposed By _____
 Co: FPS/Computer1Products
 Signed: _____
 By: Tom Garcia/Raul Munoz
 Title: Account Manager

C1P SOLUTIONS
 11135 Rush St. Unit "A"
 South El Monte, CA 91733



February 10, 2014

Raul Muñoz
Account Executive
State, Local & Education
Computer 1 Products
P: 626.213.2413
C: 562.644.9414
F: 626.213.2444
raul@computer1products.com
<http://c1psolutions.com/>

Ref: Communication /Server room, waterless Clean agent suppression

In accordance with the N.F.P.A. and Site walk, the following is our proposal to provide/install a complete Fire Detection and FM-200 Fire Suppression system for the project referenced above. Thank you for the opportunity to support you on this project.

I. SCOPE OF WORK

1. FPS/COMPUTER 1 PRODUCTS will produce Engineered Fire System drawings of the proposed work.
 - a. Our plans will comply with the requirements of the California Fire Code (CFC), National Fire Protection Association (NFPA), and the Authority Having Jurisdiction (AHJ).
 - b. We will submit plans, calculations, data sheets, etc as required to the AHJ and obtain their approval permits for the installation. The same shall be submitted to you for review.
2. Per the bid documents, FPS/COMPUTER 1 PRODUCTS will provide & install the following new equipment in SERVER /Communication Room .
 - a. An Fike SHP/PRO XI Fire Suppression Control Panel (FCP) with:
 - i. New batteries.
 - ii. Relays for control of HVAC and Power.
 - iii. Relays for monitoring by the existing building Fire Alarm Control Panel (FACP).
 - b. Install spot-type photoelectric smoke detection at the ceiling at a max spacing of 250 sq. ft
 - c. Install manual release and abort stations at the exit.
 - d. Install new keyed maintenance bypass switch at the FCP.
 - e. Install pre-discharge audio/visual alarms inside the protected space.
 - f. Install post-discharge warning lights at the entrances.
 - g. Provide interconnection with and monitoring of the preaction fire sprinkler system.
 - h. Install new and complete FM-200 Fire Suppression System including cylinders, piping, nozzles, etc for Server Room 260 sq ft with a 9'-2" ft ceiling with the Option to flood above.
 - i. Provide all required signage for devices, doors, alarms, personnel warnings, etc.
3. Includes complete system start up, programming, commissioning, etc of the Fire System.
4. Includes complete electrical, and mechanical installation of the fire protection equipment
5. Upon completion of the installation FPS/COMPUTER 1 PRODUCTS will:
 - a. Perform one a room pressurization (fan) test per specifications and NFPA 2001.
 - b. Perform a full system functional test and final inspection with the AHJ.
 - c. Provide end user personnel with system training.
 - d. Provide as built drawings, close out documentation, warranties, etc on your new fire system.

C1P SOLUTIONS

11135 Rush St. Unit "A"

South El Monte, CA 91733

Exhibit A

Statement of Work

The following outlines the Statement of Work ("SOW") for contractual services provided for the Scope of work project. These services shall be performed in accordance with this SOW. COMPUTER 1 PRODUCTS will perform the work described in this SOW according to the billing rates listed in section 3.1. Travel expenses at a rate of \$50 per technician per visit will be included for all work performed in this SOW (if applicable). Neither COMPUTER 1 PRODUCTS nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, City of Commerce, or by employees or other representatives, contractors and/or subcontractors of City of Commerce.

1.0 Overview and Shared Objectives

The goal of this project (the "Project") is to provide Scope of work for City of Commerce.

COMPUTER 1 PRODUCTS agrees to deliver City of Commerce the services (the "Services") described herein, at the location and according to the Project Scheduling indicated on this SOW.

2.0 Project Scheduling

Service delivery will be scheduled following COMPUTER 1 PRODUCTS receipt of the signed Agreement and, if applicable, the accompanying retainer amount of \$00.00, agreed upon by City of Commerce and COMPUTER 1 PRODUCTS.

Timing:

- COMPUTER 1 PRODUCTS expects to perform all necessary work to complete within the date and time provided by City of Commerce (. This is just an estimate and may vary based on additional add-ons and amount of equipment at each site.

Resources:

- 2 Technician Onsite.
- Parts will be provided by Computer1.

This project will be for the following:

Install all new data hardware infrastructure and all ladders racking in new data center. Time spend on this project will not exceed 320 hours and will be billed for actual hours worked.

The estimated dates for beginning and conducting the Project will be mutually agreed upon by City of Commerce and COMPUTER 1 PRODUCTS.



3.0 Project Scope and Definition

COMPUTER 1 PRODUCTS will perform the following steps during this project at City of Commerce office locations:

1. Run Fiber, terminate all 9 cables 24 ends per.
2. Install 9 wall racks and 9 fiber enclosures.
3. Time spent on project will not exceed 320 total hours.
4. Only actual hours worked will be billed.

City of Commerce may request COMPUTER 1 PRODUCTS assistance to develop a separate Statement of Work to address aspects of their solution outside of the scope of this SOW.

As used in this SOW, "Knowledge Transfer", "Demonstrations" and "Documentation", and all references thereto, and the pricing quoted herein specifically exclude any COMPUTER 1 PRODUCTS Training and Certification Services. Knowledge Transfer outlines only an informal transfer of basic knowledge of the COMPUTER 1 PRODUCTS services from the on-site COMPUTER 1 PRODUCTS engineer to City of Commerce local contact or IT representative. City of Commerce Training and Certification Services offerings are available by COMPUTER 1 PRODUCTS subject to a separate price quote.

3.1 Billing Rates

PARTS			
	QTY	RATE	EXT.
12 STRAND FIBER TO LINK ALL BUILDINGS AND COMPUTERS TO IDF'S TO CENTRAL DATA CENTER	200	\$ 21.00	\$ 4,200.00
60 STRAND FIBER TO CENTRAL CLOSET IN LIBRARY	400	\$ 21.00	\$ 8,400.00
3M HOT MELT FIBER CONNECTORS	300	\$ 14.00	\$ 4,200.00
1 U FIBER ENCLOSURE WITH SC POP IN MODULES	7	\$ 500.00	\$ 3,500.00
2 U HIGH DENSITY FIBER PATCH PANELS WITH FIBER POP IN MODULES	2	\$ 750.00	\$ 1,500.00
WALL MOUNTED CAGE WITH RACK RAIL ADJUSTMENT AND SOLID LOCKABLE DOOR. EWR-16-22,FD16,WER-ARB-22	9	\$ 700.00	\$ 6,300.00
		TOTAL	\$ 28,800.00
LABOR			
	QTY	RATE	EXT.
RUN FIBER, TERMINATE 9 CABLES 24 ENDS PER, INSTALL 9 WALL RACKS AND 9 FIBER ENCLOSURES	320	\$ 110.00	\$ 35,200.00
		TOTAL	\$ 35,200.00
		SUBTOTAL	\$ 69,500.00
		TAXES 9.5%	\$ 3,258.50
		GRAND TOTAL	\$ 72,758.50

4.0 Deliverables

The following is a list of deliverables that will be provided under this SOW subject to time authorized through this agreement. If this agreement includes a not-to-exceed hour limit that is not sufficient for completion of the deliverable list, more time for completion will require _____ City of Commerce _____ written authorization.

This project will be delivered within the guidelines stated in 2.0 Scheduling.



5.0 Assumptions

COMPUTER 1 PRODUCTS may make certain assumptions while specifying the deliverables detailed in this SOW. It is *City of Commerce* responsibility to identify any incorrect assumptions or take immediate action which will make all of COMPUTER 1 PRODUCTS assumptions correct. COMPUTER 1 PRODUCTS has made the following specific assumptions while specifying the services detailed in this SOW:

- Necessary Building infrastructure has been documented.
- Cooperation of Management and Staff.
- Use of necessary facilities to accomplish task.
- *City of Commerce* will perform all communication related to updating the rest of its organization on the progress and activities of the project.
- *City of Commerce* personnel will be responsible for providing information, material or data to COMPUTER 1 PRODUCTS regarding business and process requirements, as needed to complete tasks in this SOW.
- If needed additional resources will be made available from each functional area and assist in business process analysis.

6.0 Signatures

CITY OF COMMERCE

 Title

 Name (Please Print)

 Signature

COMPUTER 1 PRODUCTS

Account Executive

 Title

_____ Raul Muñoz _____
 Name (Please Print)

 Signature



Quotation

11135 Rush Street Unit "A"
 South El Monte, CA 91733
 Phone: (800) 995-0566
 Fax: (626) 213-2444
 www.computer1products.com

Date	Quotation #
4/29/2014	20741

Quotation For:

CITY OF COMMERCE
 2535 Commerce Way
 Commerce, CA. 90040
 Attn: Jesse Guerrero

Sales Rep	P.O. No.	Terms	Ship Via	
RMuno	Pending	Credit Card	FedEx	
Item	Qty	Description	Unit Cost	Total
PS-1007	1	PROFESSIONAL INSTALLATION SERVICES	0.00	0.00
Misc.	5,200	List of Items: 12 STRAND FIBER TO LINK ALL BUILDINGS AND COMPUTER IDF'S TO THE CENTRAL DATA CENTER	2.00	10,400.00T
Misc.	400	60 STRAND FIBER TO CENTRAL CLOSET IN LIBRARY	21.00	8,400.00T
Misc.	300	3M HOT MELT FIBER CONNECTORS	14.00	4,200.00T
Misc.	7	1 U FIBER ENCLOSURE WITH SC POP IN MODULES	500.00	3,500.00T
Misc.	2	2 U HIGH DENSITY FIBER PATCH PANELS WITH FIBER POP IN MODULES	750.00	1,500.00T
Misc.	9	WALL MOUNTED CAGE. WITH RACK RAIL ADJUSTMENT AND SOLID LOCKABLE DOOR. EWR-16-22, FD16, EWR-ARB-22	700.00	6,300.00T
Misc.	320	LABOR TO RUN FIBER, TO TERMINATE ALL 9 CABLES 24 ENDS PER, LABOR TO INSTALL 9 WALL RACKS AND 9 FIBER ENCLOSURES.	110.00	35,200.00
S-10001	1	FREIGHT- PREPAY AND ADD	0.00	0.00

Did you know we offer Nationwide Installation Services for equipment you are currently buying from us?. Contact your Account Manager or the Computer 1 Service Team at (626) 213-2405

NOTE:

Quotes are subject to applicable tax and estimated freight charges.

Please take a moment to review the part number, quantity and sales price per line. All sales are final and non-returnable unless the order has a sales error or the item is D.O.A. A defective item may be returned within the first 14 days of purchase. Any non defective item may be approved for an exception return with a 25%+ restocking fee.

Subtotal	\$69,500.00
Sales Tax (9.5%)	\$3,258.50
Total	\$72,758.50



11135 Rush Street Unit "A"
 South El Monte, CA 91733
 Phone: (800) 995-0566
 Fax: (626) 213-2444
 www.computer1products.com

Quotation

Date	Quotation #
1/28/2014	19980

Quotation For:

CITY OF COMMERCE
 2535 Commerce Way
 Commerce, CA. 90040
 Attn: Jesse Guerrero

Sales Rep	P.O. No.	Terms	Ship Via	
RMuno		NET 30		
Item	Qty	Description	Unit Cost	Total
PS-1007	32	PROFESSIONAL INSTALLATION SERVICES 1. Install all new data hardware infrastructure and all ladder racking in new data center 2. Not to exceed 32hrs 3. Only billed for actual hours worked	125.00	4,000.00

Did you know we offer Nationwide Installation Services for equipment you are currently buying from us?. Contact your Account Manager or the Computer 1 Service Team at (626) 213-2405

NOTE:

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Please take a moment to review the part number, quantity and sales price per line. All sales are final and non-returnable unless the order has a sales error or the item is D.O.A. A defective item may be returned within the first 14 days of purchase. Any non defective item may be approved for an exception return with a 25%+ restocking fee.

Subtotal	\$4,000.00
Sales Tax (9.5%)	\$0.00
Total	\$4,000.00



11135 Rush Street Unit "A"
 South El Monte, CA 91733
 Phone: (800) 995-0566
 Fax: (626) 213-2444
 www.computer1products.com

Quotation

Date	Quotation #
1/28/2014	19973

Quotation For:

CITY OF COMMERCE
 2535 Commerce Way
 Commerce, CA. 90040
 Attn: Jesse Guerrero

Sales Rep	P.O. No.	Terms	Ship Via	
RMuno		NET 30	FedEx	
Item	Qty	Description	Unit Cost	Total
AR2400	4	NETSHELTER SV 42U 600MMX1060MM DEEP ENCLOSURE WITH SIDES BLACK	971.51	3,886.04T
AP7530	8	APC Basic Rack 1.92kVA PDU BASIC PDU 120V 20A 0U RM 24X5-20	219.00	1,752.00T
P044-06I	8	24 x NEMA 5-20R - 1.92kVA - Zero U Rack-mountable Tripp Lite P044-06I Power Adapter Cable 6IN 5-20P TO L5-20R ADAPTER CABLE	19.99	159.92T
MISC_COST	1	MISC MATERIAL COSTS	165.00	165.00T
MISC_COST	1	Chatsworth Ladder Installation to all 4 Server Cages and Across Back wall of Data Center	1,250.00	1,250.00T
S-10001	1	FREIGHT- PREPAY AND ADD	65.00	65.00

Did you know we offer Nationwide Installation Services for equipment you are currently buying from us?. Contact your Account Manager or the Computer 1 Service Team at (626) 213-2405

NOTE:

Quotes are subject to applicable tax and estimated freight charges.

Please take a moment to review the part number, quantity and sales price per line. All sales are final and non-returnable unless the order has a sales error or the item is D.O.A. A defective item may be returned within the first 14 days of purchase. Any non defective item may be approved for an exception return with a 25%+ restocking fee.

Subtotal	\$7,277.96
Sales Tax (9.5%)	\$685.23
Total	\$7,963.19

THIS AGREEMENT (the "Agreement") entered into this ____, day of _____ 2014 (the "Effective Date") is by and between PCM-G ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

WHEREAS, the City of Commerce requires various services and goods in order to implement its Information Technology Strategic Plan. Among other things, the City requires Network Refresh Services, Routers and Switchers and a VOIP System;

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

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

AGREEMENT

1. Scope of Services and Schedule of Performance.

Consultant shall perform the following services (the "Services"):

- A. Network Refresh services, as set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.
- B. Routers and Switches, as set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.
- C. VOIP System, as set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.

2. Term.

Except as otherwise provided by Section 20 hereof, the term of this Agreement shall be for a period commencing on the Effective Date and shall continue until the Services to be provided are completed or until the City provides notice that it no longer requires such Services.

3. Compensation.

So long as Consultant is discharging its obligations in conformance with the terms of this Agreement, Consultant shall be paid a fee by the City in accordance with the fee schedule set forth in Exhibits A, B and C, and with the other terms of this Agreement. The fees payable

hereunder shall be subject to any withholding required by law.

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

4. Financial Records.

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

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel.

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

7. Responsible Principal and Project Manager.

Consultant shall have a Responsible Principal and a Project Manager who shall be principally responsible for Consultant obligations under this Agreement and who shall serve as principal liaison between the City and Consultant. Designation of another Responsible Principal

or Project Manager by Consultant shall not be made without the prior written consent of the City. The names of the Responsible Principal and the Project Manager are listed in Exhibit A.

8. City Liaison.

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

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

Consultant shall indemnify and hold the City and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and their respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by Consultant, its employees or its agents in the performance

of the Services hereunder. Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused solely from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14. Confidentiality.

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

15. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

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

18. Conflict of Interest.

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

19. Other Agreements.

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

20. Termination.

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

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

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

21. Waiver of Breach.

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

22. Assignment.

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

23. Arbitration.

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

24. Attorneys' Fees.

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

25. Notices.

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

For the City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Vilko Domic, Finance Director

For Consultant:

PCM-G
1940 East Mariposa Ave.
El Segundo Ca 90245-PCM Inc.
Attn: Al Lam, SLED Supervisor

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

26. Governing Law.

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

27. Severability.

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

28. No Construction of Agreement against any Party.

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

29. Entire Agreement and Amendments to Agreement.

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

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

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

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

31. Counterpart Signatures.

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

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

CITY OF COMMERCE

DATED: June __, 2014

By: _____
Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk

CONSULTANT

DATED: May __, 2014

By: _____
Al Lam,
SLED Supervisor

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

REQUIRED INSURANCE

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

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

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

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

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

2. Errors And Omissions Insurance Coverage

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

3. Worker's Compensation

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

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".

CONSULTANT shall carry and maintain worker's compensation as required by the

California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONSULTANT.

4. Additional Insureds

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

5. Cancellation Clause

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

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

6. Severability Clause

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

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

7. Qualifications of Insurer

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

8. Approval of Insurer

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

9. Payment of Premiums

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

10. Evidence of Insurance and Claims

City shall have the right to hold the policies and policy renewals, and CONSULTANT shall promptly furnish the City all renewal notices and all receipts of paid premiums. In the

event of loss, CONSULTANT shall give prompt notice to the insurance carrier and City. City may make proof of loss if not made promptly by CONSULTANT.

4814-7631-4139, v. 1

City of Commerce

Statement of Work for

Cisco Network Refresh

Presented by PCM-G

PCM-G Contact:

Al Lam
SLED Supervisor
Al.Lam@pcmg.com
310.817.8523

City of Commerce Contact:

Jesse Guerrero
Information Technology Specialist
jesseg@ci.commerce.ca.us
323.707.6605

STANDARD TERMS AND CONDITIONS

PCM-G shall perform in accordance with this Statement of Work (the 'SOW') effective on the date agreed upon by City of Commerce and PCM-G. When mutually signed (executed), this SOW becomes contractually binding on PCM-G and City of Commerce under the terms and conditions herein. As a matter of policy, PCM-G normally collects sales tax in accordance with applicable state law. City of Commerce acknowledges and agrees that the services charges set forth on this SOW do not include local, state or federal use, excise, personal property or other similar taxes or duties, and that such taxes will be added to the service fees to be paid by City of Commerce. There will be added to all charges amounts equal to any taxes, however designated, levied or based on such charges or on this SOW or the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue and any taxes or amounts in lieu thereof paid or payable by PCM-G in respect to the foregoing, exclusive, however, of taxes based on net income.

Any information, whether protected by patent or copyright, including, but not limited to, programs, files, specifications, plans, business information, technical information, or other data either written or otherwise (hereinafter "Information"), which has been furnished or disclosed by City of Commerce to PCM-G (or PCM-G delivery partners), or by PCM-G to City of Commerce, its employees, or agents shall remain property of the originating party and shall be considered proprietary information by the receiving party, its employees, or agents. Information shall not be reproduced, published, or disclosed to any third party (except as noted PCM-G delivery partners) without prior consent of the originating party. All copies of any and all information furnished or disclosed (except for 'Deliverables' listed by this SOW) shall be returned to the originating party immediately upon written notice.

Subject to any specific limitations set forth, each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from a breach of this SOW by the indemnifying party. The representations made here shall survive for one (1) year from the termination of this SOW and all claims for indemnification must be made within that one (1) year period. PCM-G's liability is based on a deliverable site basis, and will not exceed the total amount (fixed cost or cost estimate) of this SOW. PCM-G shall not be liable to City of Commerce for any delay or failure by PCM-G to fulfill its obligations under this SOW or otherwise if such delay or failure arises from any cause or causes due to Force Majeure. PCM-G makes no warranties as to any software and/or hardware manufactured by a third party which it uses to provide services pursuant to the terms of this SOW. In no case will PCM-G be liable for any loss of business data, use or interruption.

If City of Commerce does not pay the amount due hereunder or breaches any of the terms of this SOW, PCM-G may, in addition to any other legal remedies it may have, either suspend or refuse to continue to service the equipment or furnish service only on a per call time-and-materials basis. City of Commerce also agrees to pay PCM-G's cost and expenses of collection, including the maximum attorney's fee permitted by law.

DEFINITIONS

Deliverable: For the purposes of this SOW, the term 'deliverable' refers to one specific work product that is the outcome of the engagement. Collectively, deliverables are the product for which the price of this SOW is exchanged. Services or activities (work) will be performed as a part of this SOW in order to produce the deliverables (work product).

Documentation: The terms 'document' and 'documentation' as they relate to this SOW are intended to mean any notes, charts, graphs, diagrams, report outputs, network addresses, passwords, configuration logs, or any other discretionary information deemed by PCM-G to be relevant to this effort. Documentation is not intended to be, or considered to be, complete, comprehensive, or exhaustive as it relates to the overall customer network or information systems environment. Any documentation provided as a part of the execution of this SOW will be limited to systems, items, or topics specifically referenced in this SOW.

Knowledge Transfer: The term 'knowledge transfer', as it relates to this SOW, is intended to mean conversational discussions about various technical aspects of this effort. Knowledge transfer is not intended to be, expected to be, or considered to be complete, comprehensive, or exhaustive as it relates to the overall customer network or information systems environment. Additionally, knowledge transfer is not intended to replace the need for formal instruction or vendor-supplied training in the operation of any systems installed or configured as part of this SOW.

Training: Unless otherwise specifically stated in this SOW, PCM-G supplied training is not intended to convey any formal certification or credential and is provided on a 'best effort' basis as a courtesy to the customer.

Best Effort: The term 'best effort' as it relates to this SOW is intended to mean services provided by PCM-G to the customer with no express warranty or guarantee implied. A particular outcome of best effort service is not guaranteed, but every effort will be made to ensure the best result possible within the time allowed and with the resources available.

IN SCOPE: The work described in the Activities section of this document, and effort toward the fulfillment and delivery of items described in the Deliverables section of this document are considered to be 'IN SCOPE' as they relate to this effort. The contents of the Assumptions sections of this document provide specific clarification of the scope.

OUT OF SCOPE: Any items, components, materials, efforts, objectives, tasks, or services not described in either the Activities or Deliverables section of this document are considered 'OUT OF SCOPE' as they relate to this effort. OUT OF SCOPE work will not be performed without written authorization by the customer via the project change control process described herein.

Testing, Validation, Verification: The terms 'testing', 'validation' and 'verification' refer to the process of comparing measurements and observations of specific information systems to customer provided expectations or criteria. The customer is responsible to confirm that tests, validation, or verification is successful.

1 INTRODUCTION OF SERVICE

PCM-G has been given the opportunity to present City of Commerce a Statement of Work (SOW) to provide the professional services necessary to implement a holistic update to their network. The network refresh will include the installation of new routing, switching, and unified communication solutions as a resilient and performance focused foundation in the onboarding of future services like SAN, virtualization, TelePresence, and wireless.

The existing infrastructure is comprised of a mix of modern and legacy HP switching, with arbitrary Layer 3 boundaries and L2 switches setup in a series. Most of the Layer 2 architecture has direct or jumped fiber runs to local buildings at the main campus, with remote offices being connected via high speed MPLS/MetroE. They are currently using a legacy analog PBX system and have negotiated a high bandwidth SIP trunk for VoIP connectivity to their existing ISP.

The new environment will see a dramatic shift both logically and physically. The currently identified MDFs in the City Hall server room and North Server room will be migrated to the New Utility Server Room and the Emergency Operations Center (EOC) as redundant MDFs. New Nexus 6001 Switches will be installed as a collapsed Core solution, providing both the East-West inter-VLAN boundary, and the North-South services boundary. Additionally, as servers and storage upgrades are brought onboard, the Nexus 6001 will provide 10Gb port density as well as the potential to introduce Top of Rack (ToR) switching into the Data Center environment with the introduction of Nexus 2000 Fabric Extenders (FEX).

The collaboration solution will see the installation of redundant Business Edition 6000 (BE6k) Servers providing call control, voicemail, IM and presence. This phase of the collaboration solution will focus on establishing the foundational elements for transition from analog to VoIP. Additional collaboration applications (Emergency responder, Contact Center Express, TelePresence, Jabber Mobile, etc.) can be brought onboard as a separate project or as a change order to the existing project.

Each site is currently leveraging an ISP managed router for site-to-site WAN connectivity. The future will see the WAN either upgraded to high bandwidth MPLS or MetroE with customer owned ISR G2 routers to provide WAN routing as well as VoIP handoff and failover services.

Holistically, the access layer environment is standardized with stackable Cisco 2960-X switches. In the headquarters location, the uplink throughput to the Core switches will be upgraded (where physically possible) to 10Gb interfaces in a port channel configuration, resulting in a combined throughput of 20Gb per IDF.

PCM will host design discussion regarding the transition from the existing physical and logical network to the proposed network. This will assist in mitigating risk and downtimes where possible and allow for the onset of standardization and provide a means to establish milestones and expectations. High level discussions for the holistic solution as well as low level discussions for each part of the solution are required to assist with timeliness and accuracy of the implementation.

Implementation of the holistic solution has been identified at the following location with local and

MPLS locations in the adjacent area:
City of Commerce
 2535 Commerce Way
 Commerce, CA 90040

A snapshot of the overall design of the existing network and the PCM proposed network are below:

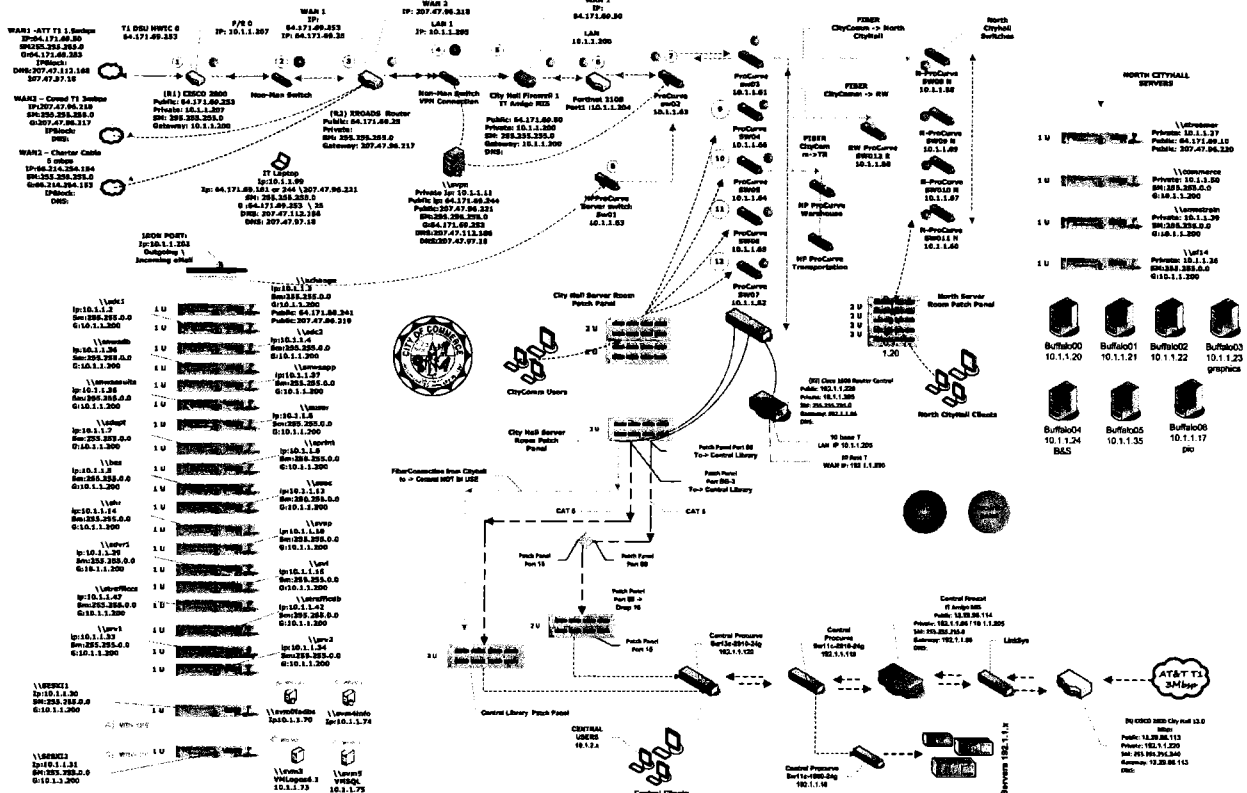


Figure 1: City of Commerce Current State

2 SCOPE OF WORK

The following sections define the scope of this work effort. Only the items detailed here will be considered IN SCOPE to this project. Any other tasks, activities, services, or work products which may be requested by City of Commerce throughout this engagement will be considered OUT OF SCOPE and may require additional costs or fees, changes of project schedule, or a project change order.

2.1 Activities

PCM-G has identified the following activities which will be performed as a part of this engagement:

2.1.1 Project Overview and Design Meeting

- 1) Discuss timeline of customer driven physical upgrades
 - a. New fiber paths, integrity, and media types
 - b. New Server Room infrastructures
 - c. ISP upgrades and handoffs for increased MPLS bandwidth, SIP trunk and Internet
 - d. Identification of Greenfield vs. integration
- 2) Discuss Design methodology and feature parity
 - a. Layer2 and Layer3 boundaries
 - b. Onboard of future SAN hardware and protocols
 - c. Discuss solution and scalable features in regards to parity with short and long term goals
- 3) Discuss WAN cutovers
 - a. IP address schemas
 - b. routes advertised
 - c. serviceable down times
- 4) Discuss Collaboration solution
 - a. Dial-plan and call routing
 - b. Failover and emergency services
 - c. Unity Voicemail
 - d. IM and Presence
 - (a) Optional features and rollout
 - (b) Integration with AD environment
 - e. Physical phone deployment
 - f. Performance and variables
 - g. Future features and services
- 5) Discuss the integration of the Cisco router solution for VoIP failover and ISP handoff
- 6) Collect all data necessary for the formation of standard device configurations
- 7) Set expectations for appliance integration and customer involvement
- 8) Consult on holistic design and establish timelines and milestones
- 9) Develop Approved Testing Procedures for deterministic means of project completion

2.1.2 Configure and Install ISR G2 Routers (7 Routers)

- 1) Configuration Staging and Installation of Seven (7) 2900 ISR G2 Routers and One (1) 3900 ISR G2 Router – 8 Total
 - a. General Configurations
 - (a) Rack and assemble ISR G2 in customer identified rack unit elevation

- (b) Verify post on power up and that all device hardware is recognized and present
 - (i) Configure AAA method, local credentials, SSH, SNMP, logging, and any other management protocols per information gathered during the design sessions
- (c) Configure IP addressing and routing
 - (i) Verify adjacencies and advertised routes
 - (ii) Verify link integrity and error accumulation
- (d) Allocate PVIDM DSP resources for transcoding
- (e) Configure, Identify, and label analog FXS and FXO ports
- (f) Configure QoS/CoS for VoIP services
- b. 3900 ISR G2 Specific
 - (a) Verify SIP licensing
 - (b) Configure SIP trunking and validate session quantities with ISP
 - (c) Validate reachability to BE6k
- c. 2900 ISR G2 Specific
 - (a) Verify SRST licensing
 - (b) Configure SRST/CME
 - (c) Verify SRST failover to local FXO analog per remote location
 - (d) Validate reachability to BE6k
- d. Verify management is reachable and IP subnets are routed appropriately across the WAN boundary

2.1.3 Configure and Install MDF Nexus 6001 Core switching (2 Switches)

- 2) Configuration Staging and Installation of One (1) Core Switch per MDF – 2 Total
 - a. Rack and assemble N6001 switch in customer identified rack unit elevation
 - b. Verify post on power up and that all device hardware is recognized and present
 - c. Configure AAA method, local credentials, SSH, SNMP, logging, and any other management protocols per information gathered during the design sessions
 - d. Configure IP addressing, SVIs, L3 Routing, 802.1Q Trunks and VLAN port assignments
 - e. Configure and label vPC ports, patch fiber paths based on discovery and design discussions
 - f. Verify communication to IDF Access Layer switches
 - g. Verify management is reachable and IP subnets are routed appropriately East-to-West between switches and VLANs, and North-to-South to the Internet and the MPLS boundary

2.1.4 Configure and Install 2960-X Access switching (27 Switches)

- 1) Site List – Local Sites (Dark Fiber)
 - a. New Server Room
 - (a) Catalyst 2960-X 48port – 5 Switches
 - b. Emergency Operation Center
 - (a) Catalyst 2960-X 48port – 2 Switches
 - c. Station 27
 - (a) Catalyst 2960-X 48port – 1 Switches
 - d. Transportation
 - (a) Catalyst 2960-X 48port – 2 Switches
 - e. Aquatorium

- (a) Catalyst 2960-X 48port – 2 Switches
- f. Central Warehouse
 - (a) Catalyst 2960-X 48port – 1 Switches
- g. Central Library
 - (a) Catalyst 2960-X 48port – 2 Switches
- h. Old City Hall
 - (a) Catalyst 2960-X 48port – 2 Switches
- i. Senior Center
 - (a) Catalyst 2960-X 48port – 1 Switches
- j. North Server
 - (a) Catalyst 2960-X 48port – 3 Switches
- 2) Site List – MPLS Sites
 - a. Bristol Park-Library
 - (a) Catalyst 2960-X 48port – 1 Switches
 - b. Atlantic Library
 - (a) Catalyst 2960-X 48port – 1 Switches
 - c. Greenwood Library
 - (a) Catalyst 2960-X 48port – 1 Switches
 - d. Bandini Park
 - (a) Catalyst 2960-X 48port – 1 Switches
 - e. Teen Center
 - (a) Catalyst 2960-X 48port – 1 Switches
 - f. Veterans Park
 - (a) Catalyst 2960-X 48port – 1 Switches
- 3) Configuration Staging and Installation of Catalyst 2960-X switches at each respective site – 27 Total
 - a. Rack and assemble Catalyst 2960-X switch in customer identified rack unit elevation
 - b. Verify post on power up and that all device hardware is recognized and present
 - c. Configure AAA method, local credentials, SSH, SNMP, logging, and any other management protocols per information gathered during the design sessions
 - d. Configure L2 VLANs, 802.1Q Trunks, PortChannel Uplinks, and VLAN port assignments
 - e. Configure QoS/CoS for VoIP traffic
 - f. Verify Core vPC configuration, configure parity for negotiation and pruning VLANs
 - g. Verify communication to MDF Core switches
 - h. Verify management is reachable, 20Gigabit PortChannel is operational, and existing Cisco switches are able to traverse traffic through the trunk.
 - i. Verify QoS/CoS policies are enabled and traffic is being prioritized accordingly

2.1.5 Configure and Install Redundant Cisco Business Edition 6000 (2 BE6K) Servers

- 1) Configure Unified Call Manager and additional modular applications
 - a. Rack and assemble BE6k UCS C series server in customer identified rack unit elevation
 - b. Verify post on power up and that all device hardware is recognized and present
 - c. Install and Configure virtual applications
 - (a) Unified Communications Manager
 - (i) Verify licensing quantity and user associations
 - (ii) Configure IP addressing, gateway, management protocols and user credentials

- (iii) Review and integrate dial plan, main lines, and extensions
- (iv) User integration
- (v) Call control protocols and SIP trunk integration
- (vi) Compression and call quality
- (vii) Local and remote site Failover behavior
- (viii) Emergency services
- (b) Unity Connection Voice Mail
 - (i) Ports and Protocol integration
 - (ii) User integration
- (c) Jabber IM/Presence
 - (i) AD/Exchange integration
- (d) Cisco Prime Collaboration for Management
- d. Configure and verify redundancy with second BE6k
- e. Test holistic feature set
 - (a) Extension dialing
 - (b) IM and presence
 - (c) Unity Voice Mail
 - (d) Internal and External calling
 - (e) Local Site failover and remote site SRST

2.1.6 Documentation Services

- 1) Network As-Built
- 2) Approved Testing Procedure Results
 - a. Test VLAN to VLAN communication
 - b. Test site to site communication (over MPLS)
 - (a) Call routing
 - (b) IM/Presence
 - (c) Local resources
 - c. Test site to Internet communication
 - d. Test Collaboration features
 - (a) Voice Mail
 - (b) IM/Presence
 - (c) Extension dialing
- 3) Project Completion Form

2.2 Deliverables

The following items will be delivered to City of Commerce and shall constitute the work product of this engagement.

- Initial system discovery, design and implementation documentation
- Project management services
- Install and configure the following components:
 - Cisco ISR Routers
 - Catalyst Switch Configuration
 - Unified Communications Manager
 - Unity Connection

- Unified Presence
- Turnover of administrative operations for key City of Commerce staff responsible for phone system

2.3 Assumptions

PCM-G has identified the following assumptions which are relevant to the scope of this work effort:

- 1) It is assumed that all work related to this engagement will be performed during normal business hours (Monday through Friday 8 a.m. – 6 p.m. City of Commerce local time) with cutovers and testing being performed after hours or during a customer approved down time..
- 2) All documentation will be provided in Microsoft Word™, Microsoft Excel™, Microsoft Visio™, or Adobe PDF™ electronic file formats at PCM-G's discretion or in any format otherwise agreed by PCM-G and City of Commerce.
- 3) City of Commerce will provide all cabling, including fiber and copper patch cabling required to complete this engagement.
- 4) City of Commerce will provide patch cabling for fiber and copper as well as materials required for properly dressing and labeling cables
- 5) City of Commerce will provide accurate documentation where possible, specifying patch panel port to VLAN assignments in the network closets.
- 6) PCM will provide configuration for collaboration solutions at a high level through CUCM and the BE6k solution, PCM will not configure devices or applications at the user level
- 7) Proper power, cooling, and rack space are available for the servers and switches
- 8) City of Commerce will provide PCM-G with any documentation of existing phone system
- 9) PCM-G will configure QoS on new Catalyst switches
- 10) Class of Service is recommended for existing WAN
- 11) If additional network devices are introduced to the network that do not adhere to the QoS standard, packet drops, excessive delay and jitter will occur leading to impairments of the telephony services
- 12) The design document will include the desired number to dial for an outside line as well as phone extension design
- 13) Emergency 911 services will be set to dial "911" directly
- 14) Cisco IP Phone will share network port with desktop
- 15) All external calls are routed through the MPLS network to the SIP trunk at the New MDF
- 16) The solution does not include any server based faxing solution
- 17) Overhead or on-phone paging has not been included in this scope
- 18) Cisco has published a web-based on-line training application to supplement end-users with usability issues
- 19) This scope assumes a single mailbox per user and a single DID number per user
- 20) Additional voice recordings for the Auto Attendant will be necessary in order to implement the new phone system
- 21) City of Commerce will provide all voice recordings to be used in the new system (PCM-G can recommend professional services to accomplish
- 22) In order to pass caller ID properly, phone service must be delivered over a PRI connection. Analog lines will not pass caller ID properly
- 23) Voicemails from the old phone system will not be ported to the new Cisco system

- 24) Telephone headsets have not been included in the initial hardware estimate; however, PCM-G can provide/sell many headset options
- 25) PCM-G has quoted DSPs to add to each router based on initial assumptions

Customer Responsibilities:

- 1) City of Commerce is responsible to provide PCM-G reasonable access (including remote access) to all facilities and equipment as needed to perform the engagement and accomplish the stated objectives.
- 2) City of Commerce is responsible to provide PCM-G complete and accurate documentation of City of Commerce systems and policies as requested throughout the engagement, so long as such requests comply with City of Commerce stated security policies.
- 3) City of Commerce is fully responsible to maintain any and all needed backups of company information, data, and system states throughout the entire engagement. PCM-G will make every effort to avoid the possibility of data loss, but PCM-G is not responsible for any data loss that may occur during this engagement.
- 4) City of Commerce is responsible for providing a representative to act as the main point of contact for all project related inquiries and updates
- 5) City of Commerce is responsible for providing current device configurations, network topology maps and any credentials necessary which may include super user, administrator, and CCOID(s) to complete the stated objectives.
- 6) City of Commerce is responsible for permitting CCOID associations for new equipment to PCM-G prior to the engagement to allow access to the latest Software, Updates, and licensing under Cisco SMARTnet contracts.
- 7) City of Commerce is responsible for coordinating and furnishing documentation to provide personnel access to facilities and equipment as required for completion of the stated objectives.
- 8) City of Commerce is responsible for disclosing downtimes, maintenance, or unscheduled outages to their chain of command.
- 9) City of Commerce is responsible for installation of IP Phones and roll out plans associated with device or application configurations in the user environment.

PCM-G Responsibilities:

- 1) PCM-G is responsible to make any requests for information or systems access in a reasonably timely fashion, so as not to cause project delays or missed deadlines.
- 2) PCM-G is responsible to make any requests for information or systems access in a way that complies with stated City of Commerce security policies.
- 3) PCM-G is responsible to provide a project timeline (upon request) and reasonable justification for any missed deadlines or project delays.
- 4) PCM-G is responsible to provide responses to any reasonable inquiries regarding project status and progress (upon request) throughout the engagement.
- 5) PCM-G is responsible for providing a representative to act as the main point of contact for all project related inquiries and updates
- 6) PCM-G is responsible to perform the activities and provide the deliverables herein.

Risks:

- 1) Failure or delays in providing accurate network configurations, diagrams, or site information could delay this project.
- 2) Shipping delays for equipment or software could delay this project.
- 3) PCM-G will leverage test window time efficiently, however, if work efforts exceed the provided test window, the implementation plan will dictate the course of action in the event that customer discretion is unavailable.
- 4) Incompatibilities of fiber or copper infrastructure to SFP Transceiver or patch cable respectively, could delay the timeline of the project.
- 5) Troubleshooting times may vary; City of Commerce should assist PCM-G with troubleshooting efforts whenever possible.
- 6) PCM-G will invest a best effort into the optimal performance of the Collaboration solution; however inadequate WAN bandwidth or ISP service limitations could result in sub-optimal call quality between sites.

Site Readiness:

PCM-G has identified that the following items must be present in the customer environment prior to the start of this engagement:

- 1) City of Commerce must provide sufficient electrical power and uninterruptable power supplies for all equipment being installed as part of this engagement
- 2) City of Commerce must provide available compatible rack space for the equipment. The routed cable distance between equipment (if not all units are available in the same rack) must not exceed 10 meters minus any required service loops or maintenance slack.
- 3) City of Commerce is responsible to provide all required physical security for the location where the equipment will be installed.
- 4) City of Commerce is responsible to provide proper cooling and environmental control capacity for the existing environment plus the new equipment.
- 5) City of Commerce must provide available network connections and patch cables for the new equipment to any upstream or downstream devices.
- 6) City of Commerce must provide available private network IP addresses in appropriate customer VLANs to provide addressing and connectivity for the new equipment.
- 7) City of Commerce must provide an appropriately sized and cooled staging area for the new equipment
- 8) City of Commerce must provide any additional supplies including cable management equipment, additional dongles or connectors, proprietary management software, or any other items not specified in the bill of materials associated with this engagement, if any.

Scope Exclusions:

PCM-G has identified the following items that will be specifically excluded from the scope of this engagement:

- 1) PCM-G will not reconfigure any end-user PCs, desktops, or laptops as a part of this engagement.
- 2) PCM-G will not reconfigure the Firewall NAT rules or servers directly in the event that a new IP Address schema change is proposed in the environment.
- 3) PCM-G will not provide any training beyond basic knowledge transfer for any of the

equipment installed. It is the customer's responsibility to provide necessary training to network administrators and IT staff.

- 4) PCM-G will not distribute or install phones throughout the end user environment. PCM-G will provide example instruction for installation to City of Commerce personnel for syndication.

3 SCHEDULE AND PRICING

The following sections detail the costs and proposed schedule for this project.

3.1 Schedule

PCM-G has determined the following estimated schedule and timeline for this engagement:

Estimated Project Start Date

The start date for this project has not been determined. PCM-G will work with City of Commerce upon execution of this statement of work to determine a project start date based on mutual availability of resources and scheduling constraints.

Estimated Project Duration

This engagement is expected to be completed approximately six calendar weeks from the project start date.

Estimated Project Completion Date

The completion date for this project has not been determined. PCM-G will work with City of Commerce upon execution of this statement of work to determine a project completion date based on the customer's requirements and mutual availability of resources.

3.2 Price

The services and deliverables outlined in this statement of work will be provided for a fixed price detailed below. If additional OUT OF SCOPE activities are required during the engagement, authorization for additional costs will be submitted to City of Commerce via the project change control process. The fixed price will not be exceeded unless first approved by City of Commerce in writing.

Service	Hours	Applicable Rate(s)	Price
Planning, Design, and Information Gathering	16	\$165.00	\$2,640.00
Onsite Configuration and Installation	184	\$165.00	\$30,360.00
Post Installation Support and Troubleshooting	40	\$165.00	\$6,600.00
Documentation Services	24	\$165.00	\$3,960.00
Project Management	32	\$125.00	\$4,000.00
Service Estimate	296		\$47,560.00

3.3 Billing Terms

The total amount for this engagement will be billed in full upon project completion.

3.4 Project Completion

This project will be considered complete when all expected deliverables have been received by City of Commerce, as acknowledged and agreed to by the parties through a Project Completion form, in accordance with the procedures set forth in this paragraph. At the completion of the project, PCM-G will provide the City of Commerce with a Project Completion form. City of Commerce will have 7 calendar days from the date of receipt of the Project Completion form either (i) to accept it by signing and returning it to PCM-G, or (ii) to articulate its objections in writing to PCM-G. If City of Commerce does not timely provide PCM-G with written acceptance or objection(s) within such 7 calendar day period, City of Commerce will be deemed to have ACCEPTED the project and all associated deliverables without any further action by either party.

4 ACCEPTANCE

I, the undersigned, have read and agree to the terms of this SOW titled 'Statement of Work for Cisco Network Refresh'. I am an authorized representative of my organization, and I agree that once mutually signed all 14 pages of this SOW will have full force and effect for execution by all parties. City of Commerce authorizes PCM-G to perform the services detailed herein, and agrees to the fee schedule also defined herein. PCM-G agrees to perform the activities and provide the deliverables defined herein. Upon completion of services and City of Commerce acceptance City of Commerce authorizes PCM-G to invoice for services performed under this Statement of Work. City of Commerce agrees to pay PCM-G by the due date set forth in the PCM-G invoice (including all applicable taxes).

PCM-G		City of Commerce	
<i>(SIGNED)</i>	<i>(DATE)</i>	<i>(SIGNED)</i>	<i>(DATE)</i>
<i>(PRINT NAME)</i>	<i>(TITLE)</i>	<i>(PRINT NAME)</i>	<i>(TITLE)</i>

This SOW will not be considered valid for execution unless signed on or before Jun 15th 2014.



Contact: **Al Lam**
 Phone: **(800) 625-5468 x 55523**
 Fax: **(310) 630-3099**

QUOTE # 11562

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
CAB-STK-E-3M=	CAB-STK-E-3M=	Cisco	Cisco Bladeswitch 3M stack cable	300.00	54.00	138.00	1	138.00	
N6K-C6001-64P	N6K-C6001-64P	Cisco	Nexus 6001, 1RU switch, fixed 48p of 10G SFP+ and 4p QSFP+	40000.00	54.00	18400.00	1	18400.00	
N55-PAC-1100W	N55-PAC-1100W	Cisco	Nexus 5500 PS, 1100W, Front to Back Airflow	Included	0.00	Included	2	Included	
N6K-C6001-ACC-KIT	N6K-C6001-ACC-KIT	Cisco	Nexus 6001, 1RU Accessory Kit	Included	0.00	Included	1	Included	
N6K-C6001-FAN-F	N6K-C6001-FAN-F	Cisco	Nexus 6001 Fan for Front to Back airflow	Included	0.00	Included	3	Included	
N6KUK9-602N1.2	N6KUK9-602N1.2	Cisco	Nexus 6000 Base OS Software Rel 6.0(2)N1(2)	Included	0.00	Included	1	Included	
CAB-9K12A-NA	CAB-9K12A-NA	Cisco	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00	0.00	2	0.00	
CON-SAU-N61LANK9	CON-SAU-N61LANK9	Cisco	SW APP SUPP + UPGR DCNM for LAN Advanced Edt for Nexus 6001	200.00	54.00	92.00	1	92.00	
CON-SNT-N61P64	CON-SNT-N61P64	Cisco	SMARTNET 8X5XNBD Nexus 6001, 1RU switch, fixed 48p of 10G	1600.00	17.00	1328.00	1	1328.00	
DCNM-LAN-N61-K9	DCNM-LAN-N61-K9	Cisco	DCNM for LAN Advanced Edt. for Nexus 6001 switches	1000.00	54.00	460.00	1	460.00	
N6K-BAS1K9	N6K-BAS1K9	Cisco	Layer 3 Base License for Nexus 6000 Platform	0.00	0.00	0.00	1	0.00	
N6K-VMFEXK9	N6K-VMFEXK9	Cisco	Nexus 6000 series VM-FEX license	0.00	0.00	0.00	1	0.00	
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	10	4577.00	
SFP-GE-T	SFP-GE-T	Cisco	1000BASE-T SFP (NEBS 3 ESD)	440.00	54.00	202.40	1	202.40	
SFP-H10GB-CU5M	SFP-H10GB-CU5M	Cisco	10GBASE-CU SFP+ Cable 5 Meter	260.00	54.00	119.60	4	478.40	
							N6K-C6001-64P	1	25537.80
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	1	457.70	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	5	18388.50	
C2960X-STACK	C2960X-STACK	Cisco	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	54.00	549.70	5	2748.50	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	5	0.00	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.00	0.00	5	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	5	1992.00	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	5	0.00	
							WS-C2960X-48FPD-L	5	23129.00
							MDFUtility(USD)	8	49262.50
							TAX @ 9.5%		4,311.06
							TAB TOTAL		53,573.60

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
N6K-C6001-64P	N6K-C6001-64P	Cisco	Nexus 6001, 1RU switch, fixed 48p of 10G SFP+ and 4p QSFP+	40000.00	54.00	18400.00	1	18400.00	
N55-PAC-1100W	N55-PAC-1100W	Cisco	Nexus 5500 PS, 1100W, Front to Back Airflow	Included	0.00	Included	2	Included	
N6K-C6001-ACC-KIT	N6K-C6001-ACC-KIT	Cisco	Nexus 6001, 1RU Accessory Kit	Included	0.00	Included	1	Included	
N6K-C6001-FAN-F	N6K-C6001-FAN-F	Cisco	Nexus 6001 Fan for Front to Back airflow	Included	0.00	Included	3	Included	
N6KUK9-602N1.2	N6KUK9-602N1.2	Cisco	Nexus 6000 Base OS Software Rel 6.0(2)N1(2)	Included	0.00	Included	1	Included	
CAB-9K12A-NA	CAB-9K12A-NA	Cisco	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00	0.00	2	0.00	
CON-SAU-N61LANK9	CON-SAU-N61LANK9	Cisco	SW APP SUPP + UPRG DCNM for LAN Advanced Edt for Nexus 6001	200.00	54.00	92.00	1	92.00	
CON-SNT-N61P64	CON-SNT-N61P64	Cisco	SMARTNET 8X5XNBD Nexus 6001, 1RU switch, fixed 48p of 10G	1600.00	17.00	1328.00	1	1328.00	
DCNM-LAN-N61-K9	DCNM-LAN-N61-K9	Cisco	DCNM for LAN Advanced Edt. for Nexus 6001 switches	1000.00	54.00	460.00	1	460.00	
N6K-BAS1K9	N6K-BAS1K9	Cisco	Layer 3 Base License for Nexus 6000 Platform	0.00	0.00	0.00	1	0.00	
N6K-VMFEXK9	N6K-VMFEXK9	Cisco	Nexus 6000 series VM-FEX license	0.00	0.00	0.00	1	0.00	
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	9	4119.30	
SFP-GE-T	SFP-GE-T	Cisco	1000BASE-T SFP (NEBS 3 ESD)	440.00	54.00	202.40	1	202.40	
SFP-H10GB-CU5M	SFP-H10GB-CU5M	Cisco	10GBASE-CU SFP+ Cable 5 Meter	260.00	54.00	119.60	1	119.60	
							N6K-C6001-64P	1	24721.30
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	1	457.70	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	2	7355.40	
C2960X-STACK	C2960X-STACK	Cisco	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	54.00	549.70	2	1099.40	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	2	0.00	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.00	0.00	2	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	2	796.80	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	2	0.00	
							WS-C2960X-48FPD-L	2	9251.60
							MDFEOC(USD)	4	34430.60
							TAX @ 9.5		3,016.59
							TAB TOTAL		37,447.20

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
CAB-STK-E-1M=	CAB-STK-E-1M=	Cisco	Cisco Bladeswitch 1M stack cable	200.00	54.00	92.00	1	92.00	
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	2	915.40	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	3	11033.10	
C2960X-STACK	C2960X-STACK	Cisco	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	54.00	549.70	3	1649.10	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	3	0.00	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.00	0.00	3	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	3	1195.20	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	3	0.00	
								14884.80	
							WS-C2960X-48FPD-L	3	13877.40
							IDF\North_Server(USD)	6	14884.80
							TAX @ 9.5		1,303.50
							TAB TOTAL		16,188.30

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	2	915.40	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00	
							WS-C2960X-48FPD-L	1	4076.10
							IDF\Central_Warehouse(USD)	3	4991.50
							TAX @ 9.5		436.34
							TAB TOTAL		5,427.84

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	2	915.40	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	2	7355.40	
C2960X-STACK	C2960X-STACK	Cisco	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	54.00	549.70	2	1099.40	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	2	0.00	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.00	0.00	2	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	2	796.80	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	2	0.00	
							WS-C2960X-48FPD-L	2	9251.60
							IDFAuditorium(USD)	4	10167.00
							TAX @ 9.5		890.16
							TAB TOTAL		11,057.20

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	2	915.40	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	2	7355.40	
C2960X-STACK	C2960X-STACK	Cisco	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	54.00	549.70	2	1099.40	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	2	0.00	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.00	0.00	2	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	2	796.80	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	2	0.00	
							WS-C2960X-48FPD-L	2	9251.60
							IDFTransportation(USD)	4	10167.00
							TAX @ 9.5		890.16
							TAB TOTAL		11,057.20

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	2	915.40	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	2	7355.40	
C2960X-STACK	C2960X-STACK	Cisco	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	54.00	549.70	2	1099.40	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	2	0.00	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.00	0.00	2	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	2	796.80	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	2	0.00	
							WS-C2960X-48FPD-L	2	9251.60
							IDFCentral_Library(USD)	4	10167.00
							TAX @ 9.5		890.16
							TAB TOTAL		11,057.20

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	2	915.40
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00
						WS-C2960X-48FPD-L	1	4076.10
						IDF/Old_City_Hall(USD)	3	4991.50
						TAX @ 9.5		436.34
						TAB TOTAL		5,427.84

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	995.00	54.00	457.70	1	457.70
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00
						WS-C2960X-48FPD-L	1	4076.10
						IDF\Senior_Center(USD)	2	4533.80
						TAX @ 9.5		392.86
						TAB TOTAL		4,926.66

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00	
							WS-C2960X-48FPD-L	1	4076.10
							MPLSVeterans_Park(USD)	1	4076.10
							TAX @ 9.5		349.38
							TAB TOTAL		4,425.48

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00	
							WS-C2960X-48FPD-L	1	4076.10
							MPLSTeen_Center(USD)	1	4076.10
							TAX @ 9.5		349.38
							TAB TOTAL		4,425.48

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00	
							WS-C2960X-48FPD-L	1	4076.10
							MPLS\Bandini_Park(USD)	1	4076.10
							TAX @ 9.5		349.38
							TAB TOTAL		4,425.48

Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00
						WS-C2960X-48FPD-L	1	4076.10
						MPLS\Greenwood_Library(USD)	1	4076.10
						TAX @ 9.5		349.38
						TAB TOTAL		4,425.48

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00	
							WS-C2960X-48FPD-L	1	4076.10
							MPLSAtlantic_Library(USD)	1	4076.10
							TAX @ 9.5		349.38
							TAB TOTAL		4,425.48

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Name	Catalog Num	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Total Price	
WS-C2960X-48FPD-L	WS-C2960X-48FPD-L	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	7995.00	54.00	3677.70	1	3677.70	
CAB-AC15A-90L-US	CAB-AC15A-90L-US	Cisco	15A AC Pwr Cord, left-angle (United States) (bundle option)	0.00	0.00	0.00	1	0.00	
CON-SNT-WSC296XL	CON-SNT-WSC296XL	Cisco	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	480.00	17.00	398.40	1	398.40	
PWR-CLP	PWR-CLP	Cisco	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	0.00	0.00	0.00	1	0.00	
							WS-C2960X-48FPD-L	1	4076.10
							MPLS\Bristol_Library/Park(USD)	1	4076.10
							TAX @ 9.5		349.38
							TAB TOTAL		4425.48
							Total(USD)	44	168052.30
							GRAND TOTAL		182,715.92

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Exhibit B



Contact: **Al Lam**
 Phone: **(310) 817-8523**
 Fax: **(310) 630-3099**
 E-mail: al.lam@pcmq.co



QUOTE # 1186

Item #	Item Name	Description	Lead Time	Warranty	RoHS	QTY	Unit Price	Net Price	Inv. Price	Selling Price
1.0	BE6K-ST-BDL-K9=	Cisco BE6000 UCS C220M3 MD Srv RST 9.x SW Hyp UPM VCS	N/A	21 days	No	2	9,400.00	18,800.00	54	8,648.00
1.0.1	CON-SNT-BE6KSTBD	SMARTNET 8X5XNBD Cisco Business Edition 6000 UCS Srv 9.0	12 month(s)	N/A	No	2	239.00	478.00	17	396.74
1.1	CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	N/A	8 days	No	2	0.00	0.00	0	0.00
1.2	BE6K-SW-APP-9.X	Cisco Business Edition 6000 - Software App Version 9.X	N/A	21 days	Yes	2	0.00	0.00	0	0.00
1.3	CIT-PSU-BLKP	Power Supply Blanking Panel/Filler	N/A	21 days	Yes	2	0.00	0.00	0	0.00
1.4	CIT-SD-16G-C220	16GB SD Card Module for C220 servers	N/A	21 days	Yes	2	0.00	0.00	0	0.00
1.5	CTI-VCSC-BE6K-PAK	Config Only E-Delivery VCS Control PAK PID	N/A	21 days	Yes	2	0.00	0.00	0	0.00
1.6	LIC-VCS-10+	Video Comm Server 10 Add Non-traversal Network Calls	N/A	14 days	Yes	2	0.00	0.00	0	0.00
1.7	LIC-VCS-BASE-K9	License Key - VCS Encrypted Software Image	N/A	14 days	Yes	2	0.00	0.00	0	0.00
1.8	LIC-VCS-GW	Enable GW Feature (H323-SIP)	N/A	14 days	Yes	2	0.00	0.00	0	0.00
1.9	LIC-VCSE-5+	Video Communication Server - 5 Traversal Calls	N/A	14 days	Yes	2	0.00	0.00	0	0.00
1.10	R2XX-RAID10	Enable RAID 10 Setting	N/A	10 days	Yes	2	0.00	0.00	0	0.00
1.11	UC-A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted	N/A	21 days	Yes	8	0.00	0.00	0	0.00
1.12	UC-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	N/A	21 days	Yes	4	0.00	0.00	0	0.00
1.13	UC-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v	N/A	21 days	Yes	8	0.00	0.00	0	0.00
1.14	UC-PSU-650W	650W Power Supply Unit For UCSC C220 Rack Server	N/A	21 days	Yes	2	0.00	0.00	0	0.00
1.15	UC-RAID-9271	MegaRAID 9271-8i + Battery Backup for C240 and C220	N/A	21 days	Yes	2	0.00	0.00	0	0.00
1.16	VMW-VS5-HYP-K9	Vmware vSphere - Hypervisor 5.1	N/A	21 days	Yes	2	0.00	0.00	0	0.00
1.17	VMW-VS5-SNS	Vmware vSphere Hypervisor SnS 5.1	N/A	21 days	Yes	2	0.00	0.00	0	0.00
SubTotal (USD)										9,044.74
2.0	C2911-CME-SRST/K9	2911 UC Bundle w/PVDM3-16 FL-CME-SRST-25 UC License PAK	N/A	14 days	No	7	3,895.00	27,265.00	54	12,541.90
2.0.1	CON-SNT-2911CMST	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	12 month(s)	N/A	No	7	440.00	3,080.00	17	2,556.40
2.1	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	N/A	21 days	No	7	880.00	6,160.00	54	2,833.60
2.2	VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID	N/A	42 days	No	7	440.00	3,080.00	54	1,416.80
2.3	PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	N/A	21 days	No	7	750.00	5,250.00	54	2,415.00
2.4	S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	N/A	14 days	Yes	7	0.00	0.00	0	0.00
2.5	FL-SRST	Cisco Survivable Remote Site Telephony License	N/A	21 days	No	7	0.00	0.00	0	0.00
2.6	MEM-2900-512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	N/A	14 days	No	7	500.00	3,500.00	54	1,610.00
2.7	PWR-2911-AC	Cisco 2911 AC Power Supply	N/A	14 days	Yes	7	0.00	0.00	0	0.00
2.8	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	N/A	14 days	No	7	0.00	0.00	0	0.00
Exhibit C										Pg.1

6.3	BE6K-SW-9.X-XU	Cisco Business Edition 6000 SW Version 9.X Unrestricted	N/A	21 days	No	1	0.00	0.00	0	0.00
6.4	BE6K-START-UWL25	BE 6000 - User License Starter Bundle with 25 UWL Licenses	N/A	21 days	No	1	1,000.00	1,000.00	54	460.00
6.5	BE6K-UWL-BE	Cisco Business Edition 6000 - CUWL BE license	N/A	21 days	No	200	315.00	63,000.00	54	28,980.00
6.6	BE6K-9X-PAK	BE6K 9.X PAK (UCM Unty Cn CUP)	N/A	21 days	Yes	1	0.00	0.00	0	0.00
6.7	UCM-9X-UWLBE	BE6K UCM 9.X CUWL BE Users	N/A	14 days	Yes	225	0.00	0.00	0	0.00
6.7.0.1	CON-ESW-UCM9XU	ESSENTIAL SW BE6K UCM 9.X CUWL BE	12 month(s)	N/A	No	225	21.00	4,725.00	54	2,173.50
6.7.0.2	UCSS-U-6KUWLBE-1-1	BE6K UCSS for CUWL-BE User - 1 Year - 1 User	12 month(s)	N/A	No	225	35.00	7,875.00	54	3,622.50
									SubTotal (USD)	35,236.00
7.0	UCSC-PSU-650W=	650W power supply for C-series rack servers	N/A	10 days	No	2	630.00	1,260.00	54	579.60
									SubTotal (USD)	579.60

Configset Total (USD)	128,363.24
TAX @ 9.5	8427.73
GRAND TOTAL	136,790.97

CHARTER BUSINESS FIBER PROPOSAL

Optical Ethernet | Fiber Internet | T1 PRI | SIP-Trunking



The following proposal is made by Charter Business® and shall not be considered an acceptance or any offer or otherwise create a binding contract. This proposal is contingent upon acceptance of Charter's applicable commercial Terms of Service

5/13/2014

City of Commerce
2535 Commerce Way,
Commerce, CA 900401410

Dear Customer,

Thank you for your interest in Charter Business® services. We have already helped power the success of thousands of businesses and we are confident that our solutions can help you maximize your business potential too.

As we've discussed, this proposal details the Charter Business services that are designed to meet your specific needs.

Simply put, Charter Business services offer your business an edge by offering more value than your current provider. And we look forward to the prospect of working with you.

Sincerely yours,

Todd Allen
Major Accounts Executive
todd.allen@chartercom.com
(626) 430-3398

"I would certainly recommend Charter Business to other companies. The customer service and communication have been great. Charter Business provides a higher level of support than I've received from any other telecommunications provider."

-Richard T., Technical Services Analyst, Dry & Store

Charter Business Confidential

 Charter
Business



The following is a price estimate for Charter Business services that takes into account the conversations we've had around the specific solutions that are best suited to meet your needs. Please review and let me know if you have any questions or concerns. I value the opportunity to provide your business a better alternative to your current provider.

One-Time Charges

- Installation \$0.00
- Equipment \$0.00

Monthly Service Fees – 60 month term agreement

1. The monthly service fees listed above include the edge equipment required to complete the network connections.
2. Please allow up to 120 days for installation.

Site 1: 2535 Commerce Way

Service	Location	Service Breakdown	Monthly Cost	Install Fee
Optical Ethernet	2535 Commerce Way	100 Mbps Speed	\$ 470.00	\$0.00
Fiber Internet		200 Mbps Speed	\$1024.00	\$0.00
SIP Trunking		16 Call Path – 60 DIDs – 5000 LD Minutes	\$ 350.00	\$0.00
Total			\$1844.00	\$0.00

Site 2: 6134 Greenwood Ave

Service	Location	Service Breakdown	Monthly Cost	Install Fee
Optical Ethernet	6134 Greenwood Ave	50 Mbps Speed	\$ 400.00	\$0.00
Total			\$ 400.00	\$0.00

Site 3: 1466 S McDonnell Ave

Service	Location	Service Breakdown	Monthly Cost	Install Fee
Optical Ethernet	1466 S McDonnell Ave	50 Mbps Speed	\$ 400.00	\$0.00
Total			\$ 400.00	\$0.00

Site 4: 5107 Astor Ave

Service	Location	Service Breakdown	Monthly Cost	Install Fee
Optical Ethernet	5107 Astor Ave	50 Mbps Speed	\$ 400.00	\$0.00
Total			\$ 400.00	\$0.00



Site 5: 4725 Astor Ave

Service	Location	Service Breakdown	Monthly Cost	Install Fee
Optical Ethernet	4725 Astor Ave	50 Mbps Speed	\$ 400.00	\$0.00
Total			\$ 400.00	\$0.00

Site 6: 6364 Zindell Ave

Service	Location	Service Breakdown	Monthly Cost	Install Fee
Optical Ethernet	6364 Zindell Ave	50 Mbps Speed	\$ 400.00	\$0.00
Total			\$ 400.00	\$0.00

Site 7: 2269 S Atlantic Blvd

Service	Location	Service Breakdown	Monthly Cost	Install Fee
Optical Ethernet	2269 S Atlantic Blvd	50 Mbps Speed	\$ 400.00	\$0.00
Total			\$ 400.00	\$0.00

3. Frost charges may apply if the installation is scheduled after September 30.

This estimate will remain in effect for 90 days and is based on a 60 month term, subject to these contingencies:

- Final engineering, design, and site visits
- Complete terms and conditions are provided in our service contract and at CharterBusiness.com

I appreciate the opportunity to provide City of Commerce with a proposal for Charter Business service. Please feel free to call me with any questions.

Sincerely,

Todd Allen
Major Accounts Executive
todd.allen@chartercom.com
(626) 430-3398

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law. If you and/or your agents or representative makes any unauthorized disclosure, Charter shall be entitled to revocation of this proposal, termination of the agreement and/or damages arising from such unauthorized disclosures, as well as to injunctive relief. This proposal is an estimate for discussion purposes only and is not intended to give rise to binding obligations for either party. The offer herein proposed by Charter is contingent upon Customer's acceptance of Charter's applicable commercial terms of service. Any contractual relationship between us will be the effective only upon execution of a binding contract by representatives of the parties authorized to enter into such agreements.

©2012 Charter Communications. All trademarks belong to their respective owners. Services not available in all areas. All pricing and services provided subject to terms of applicable tariff/service and executed customer service agreement and subject to change. Other restrictions and limitations may apply. Taxes and franchise, installation and other fees apply. Actual amounts may vary depending on services ordered. Always contact Charter for verification of current rates, services and terms and conditions. Discounted rates may be available on a service term commitment basis. Internet speeds may vary.

"The bottom line is that they are as worried about making sure our network is running perfectly as I am."

-Jimmy B., Network Administrator, Bethel University

Charter Business Confidential



Whether your business is looking to ensure network uptime, enjoy reliable voice services or transmit essential data flawlessly, you can count on Charter Business Fiber solutions for your mission critical business needs. There is no comparison to what you get with Charter Business versus traditional telecommunications companies.

The benefits of switching to Charter Business couldn't be more compelling. Here's what you can expect when you work with us:

Better value

Get the bandwidth and voice services your business needs without paying more than you should with powerful, cost-efficient services that help your business connect with customers and vendors more easily than ever.

Greater flexibility

No matter how quickly your networking needs change, we can accommodate your request with bandwidth changes in increments of 1Mbps that are quickly implemented.

More reliability

Our best-in-class network is physically diverse from the phone company routes and is proactively monitored 24/7/365 to enable your business to work faster, more securely and with fewer interruptions.

Charter Business' fiber services present you with a range of scalable, affordable solutions:

Optical Ethernet	Provides optical private line Ethernet service with speeds ranging from 10Mbps to 10Gbps. Supports point-to-point, point to multipoint, or multipoint configurations as well as Layer 3 VPN
Fiber Internet	Provides dedicated optical Internet access with scalable speeds ranging from 5Mbps to 1Gbps
T1 PRI	High capacity calling service that connects to existing PBX/Key systems and offers scalable telephone service ranging from single to multiple T1s combined with DIDs and flexible long-distance options.
SIP Trunking	Provides the ability to maximize your IP-PBX through one connection for voice, data and Internet traffic. This converged approach saves money and time by using bandwidth efficiently, reducing hardware costs and simplifying network management.

Charter Business* Layer 3 VPN

Offers the high-speed capacity and flexibility to handle large amounts of traffic. Securely connect multiple business locations with speeds ranging from 10Mbps to 10Gbps

Choose from a full suite of add-ons:

Cloud services: email services, Website hosting, Domain name hosting, Backup, Microsoft® Exchange E-Mail Managed services, Static IP Addresses, Managed Security, Charter Business Managed Internet Router

"They offer a fiber-optic network that has proven its reliability. Sometimes Charter Business will know about a problem before we do, even if it is after hours."

-Dr. Angela G., District Curriculum and Technology Coordinator, Alabama

Charter Business Confidential





201401023153242

DATA TRANSPORT SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Fiberlink CA-CCO, LLC, ("Charter Business" or "Charter") with local offices at _____ and _____, City of Commerce, Commerce CA, ("Customer") with offices located at 2535 COMMERCE WAY, COMMERCE, CA 900401410.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

SERVICE ORDER

Under the Data Transport Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Commerce, Commerce CA

Invoicing Address: _____, _____, _____

Invoicing Special Instructions: _____

1. SITE-SPECIFIC INFORMATION:

Order Type: New Service

Proposed Installation Date: TBD

Service Location (Address): 2535 COMMERCE WAY, COMMERCE, CA 90040

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

2. SITE-SPECIFIC INFORMATION:

Order Type: New Service

Proposed Installation Date: TBD

Service Location (Address): 6134 GREENWOOD AVE, COMMERCE, CA 90040

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

3. SITE-SPECIFIC INFORMATION:

Order Type: New Service
Proposed Installation Date: TBD

Service Location (Address): 1466 S McDONNELL AVE, COMMERCE, CA 90040

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

4. SITE-SPECIFIC INFORMATION:

Order Type: New Service
Proposed Installation Date: TBD

Service Location (Address): 5107 ASTOR AVE, COMMERCE, CA 90040

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

5. SITE-SPECIFIC INFORMATION:

Order Type: New Service
Proposed Installation Date: TBD

Service Location (Address): 4725 ASTOR AVE, COMMERCE, CA 90040

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

6. SITE-SPECIFIC INFORMATION:

Order Type: New Service
Proposed Installation Date: TBD

Service Location (Address): 6364 ZINDELL AVE, COMMERCE, CA 90040

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

7. SITE-SPECIFIC INFORMATION:

Order Type: New Service
Proposed Installation Date: TBD

Service Location (Address): 2269 S ATLANTIC BLVD, COMMERCE, CA 90040

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES	
Data Services:	
<i>Charter Business Bundle: No Bundle *</i>	
<u>Base Service</u>	
MEF Service Types (if applicable): E-LAN	\$470.00
Speed: 100 Mbps (Down/Up)	
<u>Base Service</u>	
MEF Service Types (if applicable): E-LAN	\$2,400.00
Speed: 50 Mbps (Down/Up) x6 @ \$400.00	
CPE: _____	

* If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

ONE TIME CHARGES
ONE-TIME CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$2,870.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such

unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

- 6. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Fiberlink CA-CCO, LLC

City of Commerce, Commerce CA

By: Charter Communications, Inc., its Manager

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Charter Business Account Executive:

Name: Todd Allen

Telephone: (626) 430-3398

COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
 - (a) **Charges.** Customer shall pay all associated charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated), MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter, Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
 - (b) **Taxes, Surcharges, and Fees and Fees.** Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
 - (c) **Change Requests.** Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
 - (d) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
 - (e) **Invoicing Errors.** Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.
 - (f) **Late Fees.** Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
 - (g) **Non-payment.** If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
 - (h) **Collection Fees.** Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
 - (i) **Bundled Pricing.** If Customer has selected a Charter Business Bundle ("CBB") specifically, the following conditions shall apply:
 - i. In consideration for Customer's purchase of all Services in the CBB and only with respect to that period of time during which Customer continues to purchase such CBB, Charter shall apply a discount to the Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable CBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.
- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.
- (c) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Charter.
- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If

during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

- (e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct. Customer shall:
 - a) Safeguard Equipment against others;
 - b) Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
 - c) Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on Equipment; and
 - d) Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises

better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
 - (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
 - (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
6. ADMINISTRATIVE WEB SITE. Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer.

Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

7. VIDEO, MUSIC AND CONTENT SERVICE. This Video, Music and Content Service Section shall only apply if Video, Music and Content Services are included in a Service Order under this Agreement; however, continued use or reception of the Video Services is subject to the provisions of this Agreement.
- (a) Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
 - (b) Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Charter's prior written consent.
 - (c) HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MSFs or OTCs for the HD formatted programming.
 - (d) Provision of Service. Without notice, Charter may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Video Services.
 - (e) Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Services, Customer shall not, and shall not

authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.

- 8. INTERNET ACCESS SERVICE.** This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.
- (a) Customer shall (i) maintain certain minimum equipment and software to receive the Service (see www.charter-business.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.
- (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- (c) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are the property of Charter. [Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses]
- (d) Changes of Address. Charter may change addressing schemes, including e-mail and IP addresses.
- (e) No Liability for Risks of Internet Use. The Service, Charter's network and the Internet are not secure, and others may access or monitor traffic.
- (f) No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (g) Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the extent set forth in the Supplemental Charter Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Charter does not warrant that others

will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Charter warrant that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.

- (h) Acceptable Use Policy. Customer shall comply with the terms of Charter's Acceptable Use Policy ("AUP") found at www.charter-business.com (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Charter with or without notice to Customer. Charter may suspend Service immediately for any violation of the Charter AUP.
- 9. SUPPLEMENTAL SERVICES.** The following Subsections shall only apply in the event the referenced supplemental service has been selected by and are being delivered to Customer. The supplemental services (also "Services") may be made up of software and hardware components. Charter shall ensure the supplemental services are operational and updated from time-to-time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding the supplemental services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose). Charter does not have title to and is not the manufacturer of any software or hardware components of the supplemental services nor is Charter the supplier of any components of such software or hardware. Customer shall return or destroy all software components provided to Customer upon the termination of the applicable Service Order, and in the case of the destruction thereof, shall, upon request, provide Charter with certification that such components have been destroyed. IN NO EVENT SHALL CHARTER BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLEMENTAL SERVICES.
- (a) Hosting. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included as part of the Service in a Service Order under this Agreement. Charter will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected on the Service Order.
- a) Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user

license agreements between such third parties and Customer. Without abrogating or limiting anything set forth in the Sections: Internet Access Service, this Section, No Third-Party Support, Customer Use or Performance, Charter (not the manufacturer) shall provide technical support for Hosting Service, but version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of Third Party Software, of Customer's name and any other necessary information for the limited purpose of licensing rights. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act. **COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS APPROVED IN WRITING BY CHARTER.**

- b) Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Charter does not guarantee that Customer will be able to register or renew a desired domain name.
- c) Specification Limitations. Individual websites may not at any time exceed the Hosting specifications identified on the applicable Service Order. If Customer's Hosting account exceeds the applicable specifications or is adversely impacting Charter's network or server(s), Charter may (i) contact Customer to resolve the issues; or (ii) if Customer has exceeded the then-applicable specifications in any given month, upgrade account on the next available billing cycle to the next service level tier or suspend or terminate the Hosting Service.

Notwithstanding anything to the contrary, if Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may suspend or terminate the Hosting Service without notice.
- d) Limitation of Charter-provided Services. Certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer webpage creation, development, design or content services).
- e) Hosting Fees. The applicable Service Order sets forth the MSFs for the Hosting Service. Customer is responsible for payment whether or not the hosting platform is used and whether or not it functions properly, unless such failure is caused by Charter.
- f) Content Liability and Use Restrictions. Charter exercises no control over the content of the information passing through Customer's site(s) and it is

Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Charter shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:

1. The hosting of unlicensed software.
 2. Use of software or files that contain computer viruses or files that may harm user's computers;
 3. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
 4. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
 5. Any action or inaction which is harmful or potentially harmful to the Charter server structure;
 6. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on your website;] or
 7. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
- g) Impositions on Customer's End Users. Customer is responsible for charging and collecting from its end users any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users then, as between Charter and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Charter Indemnified Parties (defined below) harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Charter due to Customer's failure to comply with this Section.
 - (b) CB Security Service – Desktop and Managed. Charter's managed security service, CB Managed Security, and desktop security service, CB Desktop Security (collectively, "CB Security Service") are each made up of software and hardware components. Charter shall ensure that the selected CB Security Service(s) is/are operational and updated from time-to-time based on manufacturer-

sent updates. Charter is not the manufacturer of any software or hardware components of either Charter Business Security Service nor is Charter the supplier of any components of such software or hardware.

- (c) **CB Back-Up Service.** For Charter's data storage service ("**CB Back-up**"), Customer shall be assessed applicable OTCs and MSFs which shall be based upon Customer's selection of version retention quantity and storage tier (e.g., five gigabits). The version retention quantity selected specifies the maximum number of separate versions of a document that will be retained (running in sequential order based on the last version created). For example, if Customer has selected "seven" as the version retention quantity, Customer will be able to access the last seven versions of a particular document. In addition to OTCs and MSFs, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional OTCs and MSFs also apply to Customer-requested media and/or professional services.

Charter is not the manufacturer or supplier of any CB Back-Up software components. Customer shall be responsible for updating CB Back-Up from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that CB Back-Up remains operational.

If the functionality of CB Back-Up cannot be maintained by Charter, Charter shall have the right to discontinue providing the Service immediately and Charter shall credit Customer's account for any pre-paid MSFs attributable to the Service, except where such lack of functionality is caused by Customer or any end user gaining access to the Service through Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for CB Back-Up in the event CB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT (1) IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE CB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE CB BACK-UP SERVICE AND (2) CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE BY CUSTOMER TO RETAIN CUSTOMER'S CB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS OF ACCESSABILITY TO DATA STORED VIA CB BACK-UP.

10. **DATA NETWORKING (aka "DATA TRANSPORT").** Charter will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer end-points under a unique customer topology. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that

will be capable of receiving the Service as specified in the Service Order(s).

- a) Charter will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.

- b) Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.

- c) If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Charter Business Network Operations Center at 1-866-603-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.

- d) In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

11. **NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments

as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

12. **CUSTOMER USE.** Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.
13. **PERFORMANCE.** Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.
14. **DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Charter of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.
- (a) **Default by Customer.** Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice:
- Customer is more than 30 days past due with respect to any payment required hereunder;
 - Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

- (b) **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.
- (c) **Charter's Right to Terminate and Termination Charge.** If Customer is in default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:
- Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;
 - Terminate the Services, this Agreement or the applicable Service Order(s).
- If Termination is due to noncompliance by Customer or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "**Termination Charge**"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.
- (d) **Default by Charter.** Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.
- (e) **Customer's Right to Terminate and Termination Charge.**
- In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.
 - Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the applicable Service Order(s) or this Agreement, if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within 30 days after Charter's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.
 - If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid,

unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

15. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING

BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.
- (e) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances

beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

16. **INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.
17. **TITLE.** Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.
18. **COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.
19. **PRIVACY.** Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Charter's website at www.Charter-Business.com. The Privacy Policy may be updated or modified from time-to-time by Charter, with or without notice to Customer.

20. **GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs Charter of any breach of security.

21. **NOTICES.** Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:
Charter Communications
ATTN: Charter Business

with copies to:
Charter Communications
ATTN: CB Corporate – Contracts Management
Dept: Corporate Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

22. **MISCELLANEOUS.**

- (a) Entire Agreement; Signatures. This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.
- (b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s)

may not be amended, supplemented or changed without both parties' prior written consent.

- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.
- (d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.
- (g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto

Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

One (1) Copy for Customer (Charter Technician to leave one copy with Customer at Turn-Up)
One (1) Copy for Charter's Customer File (faxed to)

201404013385165*

201404013385165

VOICE TRUNK SERVICE AGREEMENT

This Charter Business ("CB") Voice Trunk Services Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Advanced Services (CA), LLC, on behalf of itself and its Affiliates that provide communications services, ("Charter Business" or "Charter") with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and City of Commerce - MAIN SITE - 2535 Commerce Way, Commerce CA, ("Customer") with offices located at 2535 COMMERCE WAY, COMMERCE, CA 900401410.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. CB Voice Trunk Services are governed by the terms and conditions contained in the applicable Tariff(s)/Service, Price and Terms Guide for the U.S. state in which the Service is provided and any applicable federal tariff. The applicable CB Voice Trunk Service Tariff(s)/Service, Price and Terms Guide for your state can be found at Charter's website, <http://www.charter.com/Visitors/Policies.aspx?Policy=9> (or any successor URL), and clicking on your U.S. state.

This Agreement and each Service Order will be effective only after both parties have signed each document.

Customer's continuous use of the Service(s) after the implementation of any change(s) to the applicable Tariff(s)/Service, Price and Terms Guide or terms and conditions of the Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the applicable Tariff(s)/Service, Price and Terms Guide that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges and any applicable early termination charges.

If any provisions herein conflict with provisions in Charter's tariff(s) or Service Price and Terms Guide (as applicable), the tariff(s) or Service Price and Terms Guide (as applicable) shall control.

SERVICE ORDER

Under the Voice Trunk Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Commerce, Commerce CA

Invoicing Address: 2535 COMMERCE WAY, COMMERCE, CA 900401410

Invoicing Special Instructions: _____

Customer Federal Tax ID#: _____

1. **SITE-SPECIFIC INFORMATION.** *Each Service Location requires a separate Service Order*

NEW RENEWAL CHANGE Specify: _____

Proposed Installation Date: 8/28/2014

Service Location (Address): 2535 COMMERCE WAY, COMMERCE, CA 900401410

Service Location Name (for purposes of identification):

Service Location Special Instructions:

Service Period: 60 months

Charter provided:

Charter will install the Charter Business® Voice Trunk Service ("Voice Trunk") into each customer Service Location as listed in the Service Order(s). The parties hereby acknowledge that Charter will also supply facilities at each Service Location as may be necessary to provide the Service(s) as specified in the Service Order(s).

Charter will terminate any necessary fiber-optic cable required for use of the Service on a patch panel at an agreed upon Minimum Point of Penetration (MPOP) fifty (50) feet within each Service Location, pursuant to the terms of a separate agreement entered into by the parties. Customer shall be responsible for paying Charter for any costs associated with installation of fiber optic cable or other facilities to an MPOP located more than fifty (50) feet within a Service Location.

Customer Provided:

The Customer will make available to Charter a building ground connection at each Service Location that meets current electrical code requirements for the placement of a fiber-optic patch panel and/or other necessary equipment. It is recommended that the Customer provide a separate 20 Amp 110V AC circuit that is powered by a UPS system for the customer premises electronics and/or other facilities installed by Charter at the Service Location.

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Cell			
Email Address			

MONTHLY SERVICE FEES:	
CB Voice Trunk Services:	
12 Channel PRI MRC:	
12 Channel PRI Qty: _____	
23 Channel PRI MRC:	
23 Channel PRI Qty: _____	
Total PRI MRC:	\$0.00
Total SIP Trunk Pack MRC:	\$223.00
SIP Trunk Pack Quantity: 4	
Total PRI/SIP DID 10 MRC:	
PRI/SIP DID 10 Quantity: _____	
Total PRI/SIP DID 20 MRC:	\$12.00
PRI/SIP DID 20 Quantity: 3	
Total PRI/SIP DID 100 MRC:	
PRI/SIP DID100 Quantity: _____	
Total PRI/SIP Additional Services MRC:	
PRI/SIP Additional Services: _____	
Long Distance Service: Business LD 5000	\$115.00

CB Toll Free Number Information:	
BT: Toll Free Numbers Monthly Fee:	
BT: Quantity Toll Free Numbers: _____	_____
BT: Toll Free Features Monthly Fee:	
BT: Toll Free Features: _____	_____
BT: Toll Free Directory Listing Fee:	
BT: Toll Free Directory Listing: _____	_____
Related Services:	
Additional Listing:	_____
Additional Services: _____	_____
TOTAL MONTHLY SERVICE FEES	\$350.00

ONE-TIME CHARGES	
Additional Outlets to Install: _____	_____
Wall Fishes: _____	_____
Other Services Provided: _____	_____
One-Time Standard Installation Fee: _____	_____
ONE-TIME CHARGES	\$0.00

2. TOTAL FEES.*

Total Monthly Service Fees of \$350.00 are due upon receipt of the monthly invoice.*

Total One-Time Charges of 0 are due with payment of the first monthly invoice.*

* Customer understands and agrees that pricing set forth herein is unique to the Customer and is Charter confidential information.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

ADDITIONAL INFORMATION.

- a. Customer understands and agrees that installation of the Service(s) described in this Service Order will not occur until Customer provides the following completed documents to Charter:
- i. Voice Trunk Configuration Sheet;
 - ii. Voice Trunk DID Sheet;
 - iii. Voice Trunk Directory Listing Sheet.
- b. Customer's long distance minutes to Alaska, Hawaii, Canada, Puerto Rico, intrastate long distance or calls to local access providers charging "per minute" rates that are higher than the four then-current largest ILECs within the U.S., must not exceed 10% of Customer's total long distance usage from Charter within a one-month billing cycle. Notwithstanding anything to the contrary stated in this Agreement, in the event Customer's usage of the aforementioned Services exceeds the 10% limitation in any one-month billing cycle, Charter shall have the right to suspend, upon twenty-four (24) hours notice (via telephone and/or email), the affected Service(s). Customer shall have (7) days to notify Charter it has modified its long distance traffic usage to comply with this provision before Charter restores Service(s). In the event Customer violates this provision more than two (2) times within any twelve (12) months, Charter will have the right to terminate the respective Service Order and/or the Agreement.
5. **EMERGENCY CALLING.** By executing this Service Order, Customer acknowledges that Customer's address for 911/E911 purposes shall be the Service Location to which Charter delivers Service(s), and Customer accepts any limitations on the 911/E911 functionality of the Service(s) as specified in the for Voice Trunk Service Agreement.
6. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
7. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
8. **FACSIMILE.** A copy sent via fax machine, or scanned and e-mailed, of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid Order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

By: Charter Advanced Services (CA), LLC

By: Charter Communications Inc., Its Manager

City of Commerce, Commerce CA

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Charter Business Account Executive:

Name: Todd Allen

Telephone: (626) 430-3398

COMMERCIAL TERMS OF SERVICE

1. AGREEMENT TERM. This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.

2. SERVICE. Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).

3. STANDARD PAYMENT TERMS. Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway enterprise session border controller, electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the Charter-owned or controlled physical elements necessary to provide the Services.

(a) Charges. Customer shall pay all charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to, a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter, Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.

(b) Taxes, Surcharges and Fees. Customer shall pay any sales, use, property, excise, or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time-to-time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., Universal Service Fund ("USF") charges, franchise fees, etc.).

(c) Modification of Terms. In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of any Service(s) (other than any assessment of Applicable Taxes on the revenues generated or paid pursuant to this Agreement), Charter and Customer shall negotiate in good faith regarding the Monthly Service Fees to be charged Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting

new Monthly Service Fees within thirty (30) days after Charter's delivery of written notice requesting renegotiation, then (a) Charter may pass such increased costs through to Customer as a Monthly Service Fee increase, and (b) if Charter elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination to Charter within ten (10) days of Customer's receipt of Charter's notice of such Monthly Service Fee increase.

(d) Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three (3) days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(e) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may necessary.

(f) Invoicing Errors. Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.

(g) Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.

(h) Non-payment. If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.

(i) Collection Fees. Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.

(j) Bundled Pricing. If Customer has selected a Charter Business Bundle ("CBB") specifically, the following conditions shall apply:

(i) In consideration for Customer's purchase of all Services in the CBB and only with respect to that period of time during which Customer continues to purchase such CBB, Charter shall apply a discount to the Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

(ii) Upon discontinuation or termination by Customer of any component of a Service of the applicable CBB, the pricing for the remaining Services shall revert to Charter's ala carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION

(a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.

(b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services. If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or

maps prior to installation or maintenance work to be undertaken by Charter. Customer shall be responsible for providing sufficient rack space, wall mount space, power and HVAC for any routers and/or media gateways necessary for proper working conditions in support of the Service.

(d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

(e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

(a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct.

Customer Shall:

- (i) Safeguard Equipment against others;
- (ii) Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- (iii) Not hire nor permit anyone other than personnel authorized by Charter, acting in their official capacity, to perform any work on Equipment; and
- (iv) Not move nor relocate Equipment to another location or use it at an address other than the Service Location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this

Agreement, in addition to reasonable collection costs (including reasonable attorney fees). Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

(b) Customer Responsibilities.

(i) Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.

(ii) Customer shall be solely responsible for providing battery back-up to the Fiber Access Router and Media Gateway(s). Customer acknowledges and accepts that the Service will not function without power and any power outage shall be the sole responsibility of Customer.

(iii) Customer shall configure any Customer equipment used in connection with the Service based on specifications provided by Charter.

(iv) Customer shall provide T1 cables for connectivity to the RJ48X jack(s) connected to the Media Gateway(s).

(v) Customer shall be solely responsible for the physical connection of Customer's equipment to the RJ48X jack(s).

(c) **Ownership.** Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected, in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.

(d) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain

possession of such Equipment, including reasonable attorney fees.

6. ADMINISTRATIVE WEB SITE. Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, and expense of other liability arising out of any Customer use of the Administrative Web Site. Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

7. VOICE TRUNK SERVICE. Voice Trunk includes dedicated access for inbound and outbound local and long distance services, one primary phone number which includes unlimited local calling, a single white and/or yellow page listing (on an account basis), access to operator services, and inbound caller ID. Charter will route calls (i) from the PSTN and terminate them to either a RJ48X jack (T1/PRI) or the enterprise session border controller (SIP Trunking), and (ii) from the RJ48X jack or enterprise session border controller (SIP Trunking) to the PSTN. Charter may temporarily block Service where Charter reasonably believes it to be fraudulent or where reasonably necessary to protect Charter's network.

(a) T1 PRI Dedicated Access ("T1 PRI"). Voice Trunk is a dedicated, high speed, multi-purpose switched access digital interface providing twenty-three (23) bearer channels and one (1) signaling channel (23B+D). Multiple channels in Voice Trunk T1 PRIs may be grouped together allowing calls to overflow from one channel to another within the group. Each Voice Trunk T1 PRI will be provisioned with 23B+D; Non-facility Associated Signaling ("NFAS") is not supported.

(b) SIP Trunking Dedicated Access ("SIP Trunking"). Voice Trunk – SIP Trunking is a dedicated, high speed, multi-purpose switched access digital interface providing four (4) bearer channels in each pack. Multiple channels may be grouped together allowing calls to overflow from one channel to another within the pack and from one pack to another.

(c) Charter Provided Customer Premises Equipment. Voice Trunk requires that the following Equipment be installed by Charter at the Service Location. Charter retains all property interests in such Equipment:

(i) **Fiber Access Router.** Charter provides Voice Trunk over Charter-provided fiber only. Charter shall provide a Fiber Access Router to connect Charter's

fiber network to the Media Gateway described below. Customer shall procure extension of fiber, as necessary, to the Service Location under a separate agreement.

(ii) Media Gateway(s) (T1 PRI). At least one Media Gateway is required for the T1 PRI Service. Charter shall provide a Media Gateway that will provide the T1 PRI interface(s) to Customer's equipment. Media Gateways may be ordered in configurations supporting 1, 2, 4, 8, or 16 T1s and may be stacked to provide any combination of the foregoing. Each Media Gateway has a fixed configuration, meaning that an increase in T1 capacity will require either a replacement of the existing Media Gateway or the addition of another Media Gateway.

(iii) RJ48X Jack (T1 PRI). For each Voice Trunk T1 PRI, Charter shall provide an RJ48X jack cabled to the Media Gateway(s). "Demarcation Point" means a RJ48X jack wired to a Media Gateway as described herein.

(iv) Enterprise Session Border Controller. At least one enterprise session border controller (eSBC) is required for the SIP Trunking Service. Charter will provide an eSBC to enable the SIP Trunking interface(s) to Customer's equipment. Multiple eSBCs may be provided by Charter.

(d) Related Services. Charter offers additional services under its tariff(s) and/or Service Price and Terms Guides for use with Voice Trunk. The following are considered additional and/or related services: Directory Assistance, Operator Services, Private Number, Additional Listing, Call Blocking Features (Block 3rd Party / Collect, Block International, and/or Toll Restriction), Domestic Long Distance, International Long Distance (enabled only upon Customer request), Toll Free Service (800, 888, 877, and 866), Installation, Dispatch/Maintenance, and Reconnection.

(e) Direct Inward Dialing ("DID"). Charter provides DIDs in blocks of ten (10), twenty (20), or one-hundred (100), which may or may not contain numbers that are contiguous.

(f) Voice Trunk Overflow Feature. "Voice Trunk Overflow" is a feature of Voice Trunk T1 PRI and SIP Trunking Service. Customer can program its Voice Trunk Service to enable incoming calls to overflow from one or more PRIs or SIP Trunk packs (as applicable) at one Customer Service Location to the PRI, PRIs or SIP Trunk packs at a second Customer Service Location. Customer will pay the monthly recurring charge for the Voice Trunk Overflow feature. Certain technical limitations apply and Voice Trunk Overflow is not available in all service areas.

(g) Voice Trunk DID Overflow Feature. "DID Overflow" is a feature of Voice Trunk Service. Customer can program its Voice Trunk Service to enable incoming calls to a specific DID to overflow to another U.S. domestic telephone number. Customer will pay the monthly recurring charge for the DID Overflow feature. Certain technical limitations apply and DID Overflow is not available in all service areas.

(h) Disaster Recovery Feature. "Disaster Recovery" is a feature of CB Voice Trunk T1 PRI and SIP Trunking Services. In the event of an Service outage, Customer can

contact the CB NOC, of which contact information is provided in the Customer Welcome Letter, and request that certain Direct Inward Dial ("DID") or other phone numbers be temporarily forwarded to the phone numbers of another Customer location until the outage event is corrected and Service is restored. There is no charge for the Disaster Recovery feature; provided, however Customer will pay a one-time Disaster Recovery fee if the outage event was caused by the Customer.

(i) Local Number Portability.

(i) Porting In. Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Charter for use with Voice Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, and shall indemnify, defend and hold harmless Charter and its Affiliates from any third-party claim related to or arising out of any porting request. Charter shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Charter shall port in a telephone number using one of the following agreed upon methods:

(ii) Spare Equipment Cut. "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Charters Service(s) prior to telephone number porting. Charter and Customer shall verify the operational stability of the Service(s) in advance of Charter issuing a request to port Customer's telephone numbers from Customer's FLSP to Charter's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.

(iii) Hot Cut – Business Hours. "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Charter's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Charter will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.

(iv) Hot Cut – After Hours. For purposes of this section, Hot Cut has the same meaning as in Section 7(i) (iii). "After Hours" means any time outside of Business Hours. Charter will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's

request, Charter shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Charter from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

(v) **Porting Out.** Charter may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Charter's network, Customer shall remain bound by the terms of the Agreement and this Product Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Charter at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Charter to another service provider.

8. E-911 EMERGENCY CALLING SERVICES. With respect to any Service(s) provided by Charter, Customer's address for 911/E911 purposes shall be the Service Location to which Charter delivers such Service(s). Customer agrees that a Phone Plus Remote Office location is not a Service Location at which Service is installed. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(a) **E-911 Routing.** Enhanced 911 calling ("E-911") enables End-Users to access an appropriate public safety answering point ("PSAP") by dialing 911 with Automatic Number Identification ("ANI") and Automatic Location Identification ("ALI") displayed at the PSAP. The ANI may be the calling party number (CPN) or the billing telephone number (BTN) depending on Customer's configuration. Pursuant to FCC requirements, Charter enables the routing of E-911 calls only in locations where such 911 calling is available and only under the limited circumstances described below. The ability of an End-User to access an appropriate PSAP depends on the location of the telephone used. Furthermore, Charter will only send the main billing telephone number to the PSAP with E-911 service. A Phone Plus Remote Office location is not a Service Location at which Service is installed and calls to a PSAP or other emergency answering point are not permitted utilizing the Phone Plus Remote office Feature.

(b) **Charter Business Private Switch/Automatic Location Identification ("CB PS/ALI").** If Customer requires station-specific ALI (including the floor and/or room number within a building) delivery to the PSAP for a private

branch exchange ("PBX"), key service unit ("KSU") or other private telephone switch, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must order CB PS/ALI, where available (i.e., not available in all Charter areas), and must obtain the software and support that enables private switch ALI from a third-party provider. Where available, CB PS/ALI Service can only support the delivery of the end-user's station-level telephone number(s) to a PSAP when such telephone numbers are ported to Charter during the initial provisioning process or if such telephone numbers are assigned by Charter.

(c) **Corrupt ANI and Emergency Call Identification Limitations.** If the ANI delivered to Charter in the 911 call setup message is not recognized and therefore considered "corrupt," the call will be automatically routed by Charter to default PSAP. In such cases, the call will be answered by operators who will relay the call to the appropriate emergency service provider based on the End user's ability to communicate a current location and emergency service needed. If the end-user is unable to communicate its current location, reasonable call identification procedures will be implemented. Call identification capabilities may be limited.

(d) **LIMITATIONS OF E-911 CALLING. THE FOLLOWING EVENTS CAN LIMIT ACCESS TO E-911 CALLING:**

(i) **Loss of Electric Service.** Service will be interrupted if there is a loss of electric service. Customer shall be responsible for providing a battery backup system, or an uninterrupted power supply, for its phone system and for the Equipment Charter installs at each Service Location.

(ii) **Failure of Equipment.** The malfunction or failure of equipment, software, or hardware necessary for end-to-end functionality (e.g. routers, gateways, etc.) can limit access to E-911.

(iii) **Non-Recognition of Phone Number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the end-user is located), E-911 access may be limited.

(e) **E-911 end-user Notice Requirement.** Customer will notify all of its end-users receiving Service under this Agreement of the limitations of E-911 set forth above. Upon request, Charter will make available to Customer E-911 end-user information to assist the Customer in satisfying this notice requirement.

(f) **E-911 INDEMNITY.** CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD CHARTER HARMLESS FROM ANY CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES AND/OR EXPENSES ARISING FROM THE NON-IMPLEMENTATION OF PRIVATE SWITCH ALI AS MAY BE REQUIRED BY APPLICABLE STATE LAW, THE ENABLING OF STATION-LEVEL 911 SERVICE, AND/OR THE FAILURE OF PRIVATE SWITCH ALI OR STATION-LEVEL 911 SERVICE, IF ENABLED.

(g) **CUSTOMER'S SPECIFIC E-911 ALI OBLIGATIONS.** Customer agrees to comply with private switch ALI requirements for E-911 Service as mandated by applicable state law.

9. NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT.

Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement, the Hosting Software shall be considered third-party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

10. CUSTOMER USE. Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.

11. PERFORMANCE. Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.

12. SERVICE INTERRUPTION CREDITS. For purposes of this Agreement, Customer shall be entitled to one (1) hour of Service Interruption Credit per Service Location per affected Service, for each hour of Service Interruption if the interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer-provided equipment or facilities, (c) is not caused by scheduled maintenance and (d) is reported to Charter within twenty-four (24) hours of the commencement of the interruption. Service credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Service Location. A "Service Interruption" is the continuous period of time during which a respective Service is totally interrupted to one or more of Customer's Service Locations. A Service Interruption

commences when Customer makes Charter aware of such Service Interruption and ends when the Service is operational and the trouble ticket is closed. Service Interruption Credits will be based on the Customer's Monthly Service Fee (for the affected Service) for those Service Locations and affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded. The sum of all Service Interruption Credits shall not exceed the Customer's total Monthly Service Fees for the month in which the Service Interruption occurred. Within thirty (30) days of the date of a specific Service Interruption, the Customer must contact Charter at 1-866-603-3199 (or successor applicable toll-free number) to request a Service Credit for such Service Interruption. Charter will exercise commercially reasonable efforts to respond to such Service Interruption Credit requests within fifteen (15) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Charter makes its credit determination. Service Interruption Credits shall be Customer's sole and exclusive remedy for Charter's failure to provide Services per the terms of the Service Order and/or the Agreement. The Service Credit shall be calculated as follows:

Service Credit = (Per Hour Rate) x (# of consecutive hours during Service Interruption)

Per Hour Rate = (Per Day Rate)/(24 hours)

Per Day Rate = (Monthly Service Fee)/(30 days)

Any Service Interruption that exceeds a consecutive period of twelve (12) hours shall be considered a Service Interruption of one (1) day.

13. DEFAULT; SUSPENSION OF SERVICE; TERMINATION.

No express or implied waiver by Charter of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.

(a) Default by Customer. Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

(i) Customer is more than 30 days past due with respect to any payment required hereunder;

(ii) Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

(b) Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.

(c) Charter's Right to Suspend Service. Charter may immediately suspend Service(s) without liability if Charter is ordered, directed or requested by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to suspend Service(s), in whole or in part, or if Customer breaches any other material obligation hereunder, and may continue a suspension until such order expires or

has been withdrawn or such breach has been cured to the reasonable satisfaction of Charter, or until Charter terminates the applicable Service(s), Service Order(s) or the Agreement.

(d) Charter's Right to Terminate and Termination Charge. If Customer is in Default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:

(i) Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place; or

(ii) Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to noncompliance by Customer or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus, (2) any and all previously waived OTCs.

(e) Default by Charter. Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

(f) Customer's Right to Terminate and Termination Charge.

(i) In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.

(ii) Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the applicable Service Order(s) or this Agreement, and if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within 30 days after Charter's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

(iii) If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the Service Locations covered by the terminated Service Order. This Termination Charge

shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

14. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

(a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in providing the Services pursuant to industry standards. Charter does not warrant that Services will be error free or uninterrupted.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCs, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

(b) LIMITATIONS OF LIABILITY. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, CHARTER SHALL NOT BE LIABLE FOR ANY CLAIM OR DAMAGES CAUSED BY OR ARISING OUT OF A FAILURE TO ROUTE CALLS, INCLUDING 911 CALLS, DUE TO: (A) LOSS OF POWER TO EQUIPMENT AT THE CUSTOMER PREMISES; (B) FAILURE OF

CUSTOMER EQUIPMENT ON CUSTOMER'S SIDE OF THE DEMARCATION POINT; (C) CUSTOMER-CAUSED DAMAGE TO ANY CHARTER EQUIPMENT; (D) A DID/DOD BEING ASSIGNED BY CUSTOMER TO AN END USER LOCATED OUTSIDE OF THE RATE CENTER ASSOCIATED WITH SUCH DID/DOD; (E) THE CUSTOMER OR AN END USER ATTEMPTING A 911 CALL FROM A LOCATION DIFFERENT FROM THE CUSTOMER'S SERVICE LOCATION PROVIDED TO CHARTER BY CUSTOMER, INCLUDING CUSTOMER ATTEMPTED CALLS FROM A PHONE PLUS REMOTE OFFICE LOCATION; (F) CUSTOMER'S SERVICE HAVING BEEN CANCELLED OR SUSPENDED FOR ANY REASON (INCLUDING SUSPENSIONS OR CANCELLATIONS UNDER THE AGREEMENT FOR FAILURE TO PAY OR OTHER DEFAULT); (G) CUSTOMER SUPPLYING INCORRECT OR INVALID CUSTOMER SERVICE LOCATION INFORMATION TO CHARTER OR IF SUCH INFORMATION IS NOT UPDATED IN THE EVENT OF A CHANGE IN CUSTOMER'S SERVICE LOCATION; OR (H) ERRORS OR DELAYS IN THE TELEPHONE NUMBER PORTING PROCESS. BY SIGNING THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE FOREGOING LIMITATIONS.

(c) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

(d) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

(e) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses,

liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

9. **FORCE MAJEURE EVENT**. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

15. **INDEMNIFICATION**. In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.

16. **TITLE**. Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination, provided that Customer grants Charter access to the applicable Service Locations.

17. **COMPLIANCE WITH LAWS**. Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

18. **PRIVACY**. Charter treats private communications on or through its Network, or using any Service, as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Charter's website at www.Charter-Business.com. The Privacy Policy may be updated or modified periodically by Charter, with or without notice to Customer.

19. **GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS**. Customer represents to Charter (a) that

Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities at the Service Locations will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until it informs Charter of any breach of security.

20. NOTICES. Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:

See page 1 of this agreement.

With copies to:

Charter Communications
ATTN: CB Corporate – Contracts Management
Dept: Corporate Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

21. MISCELLANEOUS.

(a) Entire Agreement; Signatures. This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.

(c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's

consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.

(d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

(e) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.

(g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.

22. USE OF MARKS. Customer shall not use any trademarks, service marks, logos, or trade names of Charter (individually and collectively the "Charter Marks") in any manner whatsoever without Charter's express advance written consent, and then only in strict compliance with Charter's instructions. Customer shall not issue any press release, announcement or public statement with respect to the Agreement or Charter without Charter's express advance written consent, and any such press release, announcement or public statement shall be subject to Charter's review and written approval. Charter may revoke any consent granted to Customer to use Charter Marks, or any other approval granted under this Section 23 at any time for any reason. Customer's breach of this Section shall be a material breach of the Agreement.

23. WAIVER. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

Charter Commercial Subscriber Privacy Policy TV Internet Phone

Charter Commercial Subscriber Privacy Policy:

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter commercial Customers who subscribe to Charter's commercial video programming, high-speed internet and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on www.charter.com. If you find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, you may have the right to cancel Your Service under Your Service Agreement. If you continue to use the Service following the posting of a revised Policy, we will consider that to be your acceptance of and consent to the Policy as revised.

What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy.

Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, tax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history, maintenance and complaint information, correspondence with or from You, information about the service options that You have chosen, information on the equipment You have, including specific equipment identifiers, and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track

this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter, or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

Why does Charter collect personally identifiable information?

Charter collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system; prevent fraud; detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance; or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include billing and collection services, installation, repair and customer service subcontractors or agents, program guide distributors, software vendors, program and other service suppliers for audit purposes, marketers of Charter's products and services, third party auditors, our attorneys and accountants, and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Charter restricts third parties' use of Your information to the

purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below. Disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some same-branded affiliates for those affiliates' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Charter will provide You with the number of its same-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g. phone calls, emails, and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things you can do to help protect the privacy of Your own information, visit www.charter.com/security or www.OnGuardOnline.gov.

Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of your local office please visit www.charter-business.com. Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review

reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at www.charter-business.com, depending upon the information You have provided.

Does Charter protect children's privacy?

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the Internet and urges parents and legal guardians to be vigilant regarding children's Internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

How does Charter use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving your astrological sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraphs above.

You may opt-out of the cookies delivered by Charter on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter.

Targeted Marketing

Charter wants to make its advertisements for its goods and services more relevant to You. Charter collects and uses non-personal information, such as information about Your visits to our websites and IP address, and personally identifiable information, such as information You provide Charter and from Your Charter account (see "What type of information does Charter collect?"), to identify and present such tailored advertisements for Charter's goods and services. In addition, Charter may partner with a third-party advertising company who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements about Charter's goods and services on third-party websites. Charter will not provide this partner with access to Your name, address, e-mail address, telephone number or other personally identifiable information. When these targeted online advertisements are based on Your personally identifiable information and displayed on third-party websites, You may opt-out by going to <http://unsubscribe.charter.com> and requesting to have Your privacy preferences updated. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Charter.com > Support > Internet Help.

What can I do if I believe Charter has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at www.charter-business.com.

IMPORTANT NOTE:

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of www.charter.com.

Effective: May 4, 2010

Charter Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or IP voice services.

Effective: May 4, 2009



201401023153232

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Communications Entertainment II, LLC, ("Charter Business" or "Charter") with local offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and City of Commerce, Commerce CA, ("Customer") with offices located at 2535 COMMERCE WAY, COMMERCE, CA 90040.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Commerce, Commerce CA

Invoicing Address: _____, _____, _____

Invoicing Special Instructions: _____

1. SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: Existing: Newly Contracted

Proposed Installation Date: 8/28/2014

Service Location (Address): 2535 COMMERCE WAY, COMMERCE, CA 900401410

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES:		
Data Services:		
<i>Charter Business Bundle: No Bundle *</i>		
<u>Base Service</u>		
MEF Service Types (if applicable):	N/A	\$1,024.00
Speed:	200 Mbps (Down/Up)	
CPE:	_____	
<u>IP Options</u>		
Static IP Package:	Bl: IP, Static /28 (13 IP pack)	\$0.00
Static IP Addresses:	_____	

* If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

ONE-TIME CHARGES:
ONE-TIME CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$1,024.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
6. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Communications Entertainment II, LLC

City of Commerce, Commerce CA

By: Charter Communications, Inc., its Manager

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Charter Business Account Executive:

Name: Todd Allen

Telephone: (626) 430-3398

COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
 - (a) **Charges.** Customer shall pay all associated charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated), MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter, Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
 - (b) **Taxes, Surcharges, and Fees and Fees.** Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law.. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
 - (c) **Change Requests.** Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
 - (d) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
 - (e) **Invoicing Errors.** Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.
 - (f) **Late Fees.** Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
 - (g) **Non-payment.** If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
 - (h) **Collection Fees.** Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
 - (i) **Bundled Pricing.** If Customer has selected a Charter Business Bundle ("CBB") specifically, the following conditions shall apply:
 - i. In consideration for Customer's purchase of all Services in the CBB and only with respect to that period of time during which Customer continues to purchase such CBB, Charter shall apply a discount to the Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable CBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.
- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.
- (c) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Charter.
- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If

during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

- (e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage—causing party's negligence or willful misconduct. Customer shall:
 - a) Safeguard Equipment against others;
 - b) Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
 - c) Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on Equipment; and
 - d) Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises

better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
 - (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
 - (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
6. ADMINISTRATIVE WEB SITE. Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer.

Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

7. VIDEO, MUSIC AND CONTENT SERVICE. This Video, Music and Content Service Section shall only apply if Video, Music and Content Services are included in a Service Order under this Agreement; however, continued use or reception of the Video Services is subject to the provisions of this Agreement.
- (a) Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
 - (b) Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Charter's prior written consent.
 - (c) HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MSFs or OTCs for the HD formatted programming.
 - (d) Provision of Service. Without notice, Charter may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Video Services.
 - (e) Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Services, Customer shall not, and shall not

authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.

8. **INTERNET ACCESS SERVICE.** This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.
- (a) Customer shall (i) maintain certain minimum equipment and software to receive the Service (see www.charter-business.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.
- (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- (c) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are the property of Charter. [Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses]
- (d) Changes of Address. Charter may change addressing schemes, including e-mail and IP addresses.
- (e) No Liability for Risks of Internet Use. The Service, Charter's network and the Internet are not secure, and others may access or monitor traffic.
- (f) No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (g) Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the extent set forth in the Supplemental Charter Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Charter does not warrant that others

will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Charter warrant that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.

- (h) Acceptable Use Policy. Customer shall comply with the terms of Charter's Acceptable Use Policy ("AUP") found at www.charter-business.com (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Charter with or without notice to Customer. Charter may suspend Service immediately for any violation of the Charter AUP.
9. **SUPPLEMENTAL SERVICES.** The following Subsections shall only apply in the event the referenced supplemental service has been selected by and are being delivered to Customer. The supplemental services (also "Services") may be made up of software and hardware components. Charter shall ensure the supplemental services are operational and updated from time-to-time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding the supplemental services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose). Charter does not have title to and is not the manufacturer of any software or hardware components of the supplemental services nor is Charter the supplier of any components of such software or hardware. Customer shall return or destroy all software components provided to Customer upon the termination of the applicable Service Order, and in the case of the destruction thereof, shall, upon request, provide Charter with certification that such components have been destroyed. IN NO EVENT SHALL CHARTER BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLEMENTAL SERVICES.
- (a) Hosting. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included as part of the Service in a Service Order under this Agreement. Charter will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected on the Service Order.
- a) Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user

license agreements between such third parties and Customer. Without abrogating or limiting anything set forth in the Sections: Internet Access Service, this Section, No Third-Party Support, Customer Use or Performance, Charter (not the manufacturer) shall provide technical support for Hosting Service, but version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of Third Party Software, of Customer's name and any other necessary information for the limited purpose of licensing rights. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act. **COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS APPROVED IN WRITING BY CHARTER.**

- b) Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Charter does not guarantee that Customer will be able to register or renew a desired domain name.
- c) Specification Limitations. Individual websites may not at any time exceed the Hosting specifications identified on the applicable Service Order. If Customer's Hosting account exceeds the applicable specifications or is adversely impacting Charter's network or server(s), Charter may (i) contact Customer to resolve the issues; or (ii) if Customer has exceeded the then-applicable specifications in any given month, upgrade account on the next available billing cycle to the next service level tier or suspend or terminate the Hosting Service.

Notwithstanding anything to the contrary, if Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may suspend or terminate the Hosting Service without notice.
- d) Limitation of Charter-provided Services. Certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer webpage creation, development, design or content services).
- e) Hosting Fees. The applicable Service Order sets forth the MSFs for the Hosting Service. Customer is responsible for payment whether or not the hosting platform is used and whether or not it functions properly, unless such failure is caused by Charter.
- f) Content Liability and Use Restrictions. Charter exercises no control over the content of the information passing through Customer's site(s) and it is

Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Charter shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:

1. The hosting of unlicensed software.
 2. Use of software or files that contain computer viruses or files that may harm user's computers;
 3. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
 4. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
 5. Any action or inaction which is harmful or potentially harmful to the Charter server structure;
 6. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on your website;] or
 7. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
- g) Impositions on Customer's End Users. Customer is responsible for charging and collecting from its end users any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users then, as between Charter and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Charter Indemnified Parties (defined below) harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Charter due to Customer's failure to comply with this Section.
 - (b) CB Security Service – Desktop and Managed. Charter's managed security service, CB Managed Security, and desktop security service, CB Desktop Security (collectively, "CB Security Service") are each made up of software and hardware components. Charter shall ensure that the selected CB Security Service(s) is/are operational and updated from time-to-time based on manufacturer-

sent updates. Charter is not the manufacturer of any software or hardware components of either Charter Business Security Service nor is Charter the supplier of any components of such software or hardware.

- (c) **CB Back-Up Service.** For Charter's data storage service ("**CB Back-up**"), Customer shall be assessed applicable OTCs and MSFs which shall be based upon Customer's selection of version retention quantity and storage tier (e.g., five gigabits). The version retention quantity selected specifies the maximum number of separate versions of a document that will be retained (running in sequential order based on the last version created). For example, if Customer has selected "seven" as the version retention quantity, Customer will be able to access the last seven versions of a particular document. In addition to OTCs and MSFs, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional OTCs and MSFs also apply to Customer-requested media and/or professional services.

Charter is not the manufacturer or supplier of any CB Back-Up software components. Customer shall be responsible for updating CB Back-Up from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that CB Back-Up remains operational.

If the functionality of CB Back-Up cannot be maintained by Charter, Charter shall have the right to discontinue providing the Service immediately and Charter shall credit Customer's account for any pre-paid MSFs attributable to the Service, except where such lack of functionality is caused by Customer or any end user gaining access to the Service through Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for CB Back-Up in the event CB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT (1) IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE CB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE CB BACK-UP SERVICE AND (2) CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE BY CUSTOMER TO RETAIN CUSTOMER'S CB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS OF ACCESSABILITY TO DATA STORED VIA CB BACK-UP.

10. **DATA NETWORKING (aka "DATA TRANSPORT").** Charter will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer end-points under a unique customer topology. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that

will be capable of receiving the Service as specified in the Service Order(s).

- a) Charter will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
- b) Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
- c) If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Charter Business Network Operations Center at 1-866-603-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.
- d) In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

11. **NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments

as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

12. **CUSTOMER USE.** Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.
13. **PERFORMANCE.** Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.
14. **DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Charter of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.
- (a) **Default by Customer.** Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice:
- a) Customer is more than 30 days past due with respect to any payment required hereunder;
 - b) Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

(b) **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.

(c) **Charter's Right to Terminate and Termination Charge.** If Customer is in default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:

a) Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;

b) Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to noncompliance by Customer or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

(d) **Default by Charter.** Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

(e) **Customer's Right to Terminate and Termination Charge.**

a) In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.

b) Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the applicable Service Order(s) or this Agreement, if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within 30 days after Charter's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

c) If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid,

unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

15. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING

BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.
- (e) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances

beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

16. **INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.
17. **TITLE.** Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.
18. **COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.
19. **PRIVACY.** Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Charter's website at www.Charter-Business.com. The Privacy Policy may be updated or modified from time-to-time by Charter, with or without notice to Customer.

20. **GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs Charter of any breach of security.

21. **NOTICES.** Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:
Charter Communications
ATTN: Charter Business

with copies to:
Charter Communications
ATTN: CB Corporate – Contracts Management
Dept: Corporate Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

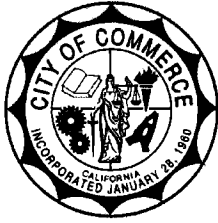
22. **MISCELLANEOUS.**

- (a) Entire Agreement; Signatures. This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.
- (b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s)

may not be amended, supplemented or changed without both parties' prior written consent.

- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.
- (d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.
- (g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto

Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. **18**

FROM: City Administrator

SUBJECT: Facilitation Services for Green Zones Implementation – MIG Consulting

MEETING DATE: June 3, 2014

RECOMMENDATION:

Authorization retaining MIG Consulting and Esmeralda Garcia to facilitate the prioritization process for the Green Zones Consensus Working Group.

ANALYSIS:

At the May 21, 2014 Council Workshop on the recommendations of the Green Zones Working Group, the City Council approved a series of action items to implement the Green Zones objectives, strategies & action items. City Council directed that the Green Zones Working Group and staff meet and prioritize all of the recommended items to future dates for implementation.

The workshop was facilitated by Esmeralda Garcia, a principle with MIG Consulting who specializes in facilitation services.

MIG Consulting, and Ms. Garcia specifically, led the 14 month facilitation process for the initial Green Zones Consensus Group discussions.

The City Council in their motion directed that MIG be brought back to facilitate the prioritization process for the Green Zones objectives, strategies and action items.

Staff recommends the City negotiate with MIG for five (5) future meetings with the Consensus Working Group to prioritize the three Consensus Group objectives.

Staff is seeking City Council approval to engage MIG at not to exceed \$15,000 for this assignment.

FISCAL IMPACT:

The expenditure would be identified in savings from the Public Works and Development Services budget for the current year.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda report is specific to the following strategic goal and project objective:

- Goal: Develop a tangible environmental mitigation plan
- Objective: Analyze the feasibility of green zones

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Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney