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

**AGENDA FOR THE  
CONCURRENT 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")  
AND REGULAR MEETING OF  
THE AD HOC BLUE RIBBON ADVISORY PANEL  
  
CITY HALL EMERGENCY OPERATIONS CENTER  
2535 COMMERCE WAY, COMMERCE, CALIFORNIA**

**TUESDAY, JUNE 26, 2012 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Leon

**ROLL CALL**

City Clerk/Secretary Olivieri

**PUBLIC COMMENT**

**Citizens wishing to address the City Council and Successor Agency on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.**

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

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

**SCHEDULED MATTERS**

1. A Resolution of the City Council of the City of Commerce, California, Approving a Professional Service Agreement with Hogle-Ireland, Inc. for Preparation of Digital Billboard Standards

The **City Council** will consider for approval and adoption a proposed Resolution approving a professional service agreement with Hogle-Ireland, Inc. for preparation of digital billboard standards for the City of Commerce.

The City Council continued this item on June 19, 2012.

2. Discussion of Community Opinion Survey With Blue Ribbon Advisory Panel

The **City Council and Blue Ribbon Advisory Panel** will discuss, and provide appropriate direction as deemed necessary with respect to, a community opinion survey (public opinion poll) to be undertaken by the polling company, Fairbank, Maslin, Maullin, Metz and Associates (“FM3”) and other related matters.

**ADJOURNMENT**

Adjourn to Tuesday, July 3, 2012, at 5:00 p.m. in the City Council Chambers.

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



# AGENDA REPORT

DATE: June 26, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH HOGLE-IRELAND, INC. FOR PREPARATION OF DIGITAL BILLBOARD STANDARDS

## RECOMMENDATION:

Approve the Resolution and assign the number next in order.

## MOTION:

Approve the recommendation.

## BACKGROUND/ ANALYSIS:

The City Council expressed interest in creating standards to allow for the construction of digital billboards in the City of Commerce. In response, staff obtained proposals from three different consulting firms to complete the task.

1. Hogle-Ireland, Inc.
2. Jacobson & Wack
3. Hamlin Cody

After some Council discussion on this matter a subcommittee was selected to meet with each of the consulting firms. On May 24, 2012, Mayor Pro Tem Baca Del Rio and Councilmember Robles along with the City Administrator, City Planner, and Assistant Director of Community Development met with each of the firms to further understand their approach and evaluate their suitability for the tasks to be performed.

During the interview process, Laura Stetson of Hogle-Ireland offered to team with the Jacobson & Wack to perform the work consistent with either Hogle's scope of services or Jacobson & Wack's. The reason for this was primarily due to the fact that both Ms. Stetson and Mr. Jacobson had worked together in the past, both of their proposals were similar, and the merging would create a team whose skill sets and experience are complimentary and make them uniquely qualified to perform the tasks. After interviewing the Hogle team, Mr. Jacobson was brought in to discuss the merged team concept. The individual prices for both are shown below:

- Jacobson & Wack - \$22,132.00
- Hogle-Ireland Inc. - \$22,500

The panel also interviewed Mr. Richard Hamlin and Ms. Marnie Cody of Hamlin Cody. The panel was provided with a letter from Hamlin Cody, indicating their estimate to complete the tasks at \$12,000. It is important to note, this does not include a task to identify and inventory all existing billboards in the City. In addition, during the interview, the firm estimated the tasks taking approximately 100 hours to complete. With an average hourly rate of \$273/hour, the total is closer to \$27,300.

After completing the interviews, it was the consensus of the subcommittee that the "team" of Hogle-Ireland with Jacobson & Wack is the optimal consulting combination to undertake the subject task. At the May 30, 2012 City Council meeting, staff recommended that the

Council select the "team" of Hogle-Ireland with Jacobson & Wack to prepare the digital billboards standards. The cost for their combined services would be \$22,132.00, plus an additional 10% of the total cost for contingency purposes. The Council approved staff's recommendation and the professional service agreement is now before the Council for approval. Hogle-Ireland will work as the primary consultant and Jacobson & Wack will serve as their subconsultant.

If approved, staff can work with the consultant to immediately begin work on the digital billboards standards.

FISCAL IMPACT:

If City Council chooses to approve the agreement attached, then staff is recommending that \$22,132.00 plus \$2,213.20 (for contingencies) for a total of \$24,345.20 be appropriated from General Fund Reserves to account 10-1520-54043 (Professional Services) to facilitate the terms of the contract. Transfer


Recommended by:

  
Alex Hamilton  
Assistant Director of Community Development

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Prepared by:

  
Matt Marquez  
City Planner

Fiscal Impact reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to Form:

  
Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH  
HOGLE-IRELAND, INC. FOR PREPARATION OF DIGITAL BILLBOARD  
STANDARDS

WHEREAS, the City Council of the City of Commerce desires to hire a consultant to prepare standards for digital billboards; and

WHEREAS, the City has received and evaluated proposals from several consultants; and

WHEREAS, after careful consideration and evaluation of the proposals, staff has concluded that the team of Hogle-Ireland Inc. submitted the most responsible and responsive proposal for providing the requested services; and

WHEREAS, the cost to prepare the digital billboard standards shall be \$22,132.00 plus \$2,213.20 for contingencies if needed; and

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

Section 1. The Professional Services Agreement between the City of Commerce and Hogle-Ireland, Inc. is approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this 26th the day of June, 2012.

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Lilia R. Leon  
Mayor

ATTEST:

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Linda Kay Olivieri, MMC  
City Clerk



**THIS AGREEMENT** (the "Agreement") dated as of \_\_\_\_\_, 2012(the "Effective Date") is made by and between Hogle-Ireland, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

**RECITALS**

WHEREAS, the City has determined that it requires the services of a professional that can provide planning consulting services for an amendment to Title 19 of the Commerce Municipal Code to address conversion of static billboards to LED billboards;

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

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

**AGREEMENT**

1. Scope of Services and Schedule of Performance.

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

2. Term.

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

3. Compensation.

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

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

4. Financial Records.

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

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel; Subcontracting.

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

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

7. Responsible Principal and Project Manager.

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



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

8. City Liaison.

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

9. Licenses.

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

1. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

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

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

14. Confidentiality.

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

2. Ownership of Documents.

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

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

All information, data, records, reports and maps as are in possession of the City, and necessary for the carrying out of this work, shall be made available to Consultant without charge. The City shall make available to Consultant, members of the City's staff for consultation with Consultant in the performance of this Agreement. The City does not warrant that the information data, records, reports and maps heretofore to be provided to Consultant are complete or accurate; Consultant shall satisfy itself as to such accuracy and completeness. The City and Consultant

agree that the City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

17. Covenant against Contingent Fees.

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

38. Conflict of Interest.

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

19. Other Agreements.

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

20. Termination.

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

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

Upon receipt of a notice of termination, Consultant shall immediately cease all work and promptly deliver to the City the work product or other results obtained by Consultant up to that time. In the event of termination without cause by the City, the City shall pay Consultant for work completed prior to the date of such termination (based on the percentage of the overall

work satisfactorily completed by Consultant in relation to the work required by the entire Agreement or the hours worked by Consultant, as applicable), provided such work is in a form usable by the City.

4. 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.

52. 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.

63. 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.

74. 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.

85. 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: Matt Marquez

For Consultant:

Hogle-Ireland, Inc.  
630 N. Rosemead Boulevard, Suite 150  
Pasadena, CA 91107  
Attn: Laura Stetson

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.

96. 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.

107. 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: \_\_, 2012

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

ATTEST:

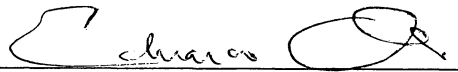
\_\_\_\_\_  
Linda K. Olivieri, City Clerk

**HOGLE-IRELAND, INC.**

DATED: \_\_, 2012

By: \_\_\_\_\_  
Laura R. Stetson, Senior Vice President

**APPROVED AS TO FORM**

  
By: Eduardo Olivo  
Title: City Attorney

## EXHIBIT A

### SCOPE OF SERVICES AND COMPENSATION

#### 1. Project Understanding

##### A. Desired electronic digital billboard standards:

1. Cap the amount of billboard space in the City.
2. Require removal of a specified amount of existing billboard space before new standard billboard or electronic billboard space can be constructed.
3. Require a Conditional Use Permit for any major billboard project, including new billboards, conversions from a standard to digital billboard, and consolidations or expansions of existing billboards.
4. Provide process and formula for obtaining revenue stream from digital billboards.

##### B. Outstanding issues:

1. Inventory existing billboards.
2. Identify equitable prioritization of billboards for removal/replacement.
3. Identify replacement program for new electronic billboards – could base on a straight 3:1 or 4:1 ratio or base on a sliding scale in which the number of digital signs permitted is determined by the total square footage of static billboard faces removed.
4. Decide whether the digital display regulations will apply to off-premise billboard signs only or to both off-premise signs and on-premise signs (e.g., prohibit roof-mounted signs).
5. Recognize that each application for a Conditional Use Permit would be subject to its own environmental analysis, potentially triggering the necessity for a CEQA document.
6. Review current nonconforming regulations in light of the following:
  - State law allows seven year amortization period for billboards.
  - City's current sign standards, codified since at least 2000, allow sign companies to replace two legal nonconforming billboards with one new billboard.
7. Implementation of community development policy 6.2, which states that "the City of Commerce will strive to see that commercial properties are maintained and that obsolete signage is removed."
8. Find ways to increase revenue to the City:
  - Commerce charges outdoor advertisers \$150.00 per year through the Business License Division. CMC provides that the minimum fee is only \$93.00 per sign. This appears to have been in existence since at least 1992. City's total 2010 signboard revenue = \$750.00.

Taxes on advertising signs may be based on:

- o gross receipts;
  - o dollars per sign or dollars per square foot of sign area
  - o any other rate set by the City Council;
  - o annual tax of \$200.00, or \$0.50 per lineal foot of billboard, whichever is greater;
- or

- o flat rate of \$1,500.00 per sign side annually.
  - Rental payments may consist of:
    - o one-time signing bonus; or
    - o annual rent payments for a set number of years.
  - Development agreements may contain:
    - o performance, onetime fee, or ongoing revenue provisions that allow the City to undertake projects, programs, or other activities that improve the visual environment in a redevelopment project area.
- C. Typical digital display sign regulations should include some or all of the following:
1. Definitions: Definitions must be updated to include a detailed definition of digital display signs and the sign’s functional characteristics that could have an effect on traffic safety and community aesthetics.
  2. Zones: Regulations should list the zones in which digital display signs are permitted and where they are prohibited. These signs are typically prohibited in residential and neighborhood commercial districts, historic districts, special design districts, scenic corridors, and in close proximity to schools.
  3. Lengthen dwell time: Typically different messages are displayed every six to eight seconds (dwell time). The more displays shown, the greater the possibility for more revenue. However, quick changes in copy may lead to increased distraction. A Seattle report recommends usage of a “10 second rule”.
  4. Prohibit message sequencing: When each screen depicts part of a whole message, drivers may be more inclined to continue watching the sign. “Today, a sequential message can be presented over time on a single sign or on a series of digital display signs located in close proximity”. This needs to be addressed in the new standards.
  5. Placement and orientation: A minimum spacing requirement between digital display signs and residences should be considered. Signs should also be oriented away from residential neighborhoods. One study recommended these signs be limited or prohibited at intersections, in demanding driving environments, and in places where they obstruct a driver’s view.
  6. Sign area: An area limit should be placed on the area of the sign faces that can be used for digital display.
  7. Illumination and brightness: Standards should address the legibility and brightness of a digital display sign in both the day and night times. During the day, the issue is reducing or minimizing glare while maintaining contrast between the sign and surrounding area. At night the issues are the degree of brightness and its impact on driver distraction and on the light shining into residential neighborhoods.
  8. Public service announcements: In exchange for permission to use digital display signs, owners of billboards in Minnesota and San Antonio have agreed to display emergency information (e.g., Amber Alerts, emergency road conditions, emergency evacuation information, etc.).

**2. Scope of Work**

This Section describes the tasks for updating Commerce Municipal Code Chapter 19.25 (Signs) relating to digital display signs.

**Task 1 – Project Orientation and Research**



**Subtask 1.1 – Project Orientation / Kick-Off Meeting.** The Consultant team will meet via conference call with appropriate City staff to: a) review the City’s objectives for digital display sign regulations; b) refine the project scope, budget, and schedule, as necessary; c) establish priority list of significant issues; and d) determine schedule and format of workshops and meetings. The meeting will be held by phone conference call.

*Deliverables: One (1) phone conference meeting attended by two (2) Consultant team members*

*Revised/confirmed project scope, schedule, contact, file sharing, and review protocols, coordination procedures, workshop/meeting format, etc.*

**Subtask 1.2 – Document Review.** The Consultant team will review all relevant documents, regulations and plans, studies, application forms, etc. pertaining to the current digital display sign regulations.

*Deliverable: In-house notes/observations*

**Subtask 1.3 – Billboard Company Outreach #1.** At a point early in the process, the Consultant team will conduct a workshop to identify issues and concerns related to the City’s proposed digital display sign regulations. The Consultant team will work with City staff to identify appropriate workshop participants (e.g., City staff and officials, sign companies, etc.). The City staff will promote the workshop, and the Consultant team will conduct the workshop. It is anticipated that the billboard sign company representatives will bring to the meeting lists of signs and their associated sign permit numbers for their signs currently installed in the city. The Consultant team will work with participants to identify issues and discuss potential alternative solutions. Discussion topics will include:

- Replacement ratios
- Off-premise sign standards
- Standards for sign size, height, number, location, spacing, type, brightness, dwell time, etc.
- Implications of court rulings regarding “content neutrality”
- Amortization and/or replacement of nonconforming billboards
- Abatement of illegal signs
- Optional review and approval procedures
- Sign graphics
- Alternative revenue approaches

Consultant will prepare a matrix of findings and recommendations to use as a basis for preparing the administrative review draft digital display sign regulations.

*Deliverables: Preparation of outreach workshop presentation materials*

*Attendance by up to two (2) Consultant team members at outreach workshop*

*Summary matrix of findings and recommendations; One (1) digital copy*

*Assumptions: City staff will coordinate the meeting logistics (e.g., room reservation and set-up, publicity, invitations, refreshments, etc.). The Consultant team will be responsible for preparing information handouts and for presentation methods.*

*Billboard companies will bring list of billboards and their associated sign permit numbers for their billboard signs to add to preliminary list in attached Appendix.*

**Subtask 1.4 – Billboard Sign Inventory.** In preparation for site reconnaissance, Consultant will record existing billboard sign locations and characteristics in a manner suitable for inputting into a GIS format. The billboard signs to be surveyed will include those identified in advance by the City and any additional signs identified by the billboard companies at the first outreach session (Subtask 1.3), up to a maximum of 100 billboard signs. Immediately before the survey starts, City staff will provide a brief orientation tour of the survey area by car with the survey team. Once the survey is underway, the field crew will accurately and efficiently take photos of billboard signs; link billboard signs to APN numbers, owners' names and addresses, and sign permit numbers; and provide brief descriptive narrative text. The location data collected will be in GIS format. Consultant will deliver all GIS files, electronic forms, and photos taken during the survey and one map showing the sign locations by permit number. Additional sign inventory services are available on a time-and-materials basis.

*Deliverables: Up to 8 hours of field survey activities by two (2) Consultant team members  
One (1) digital version of all GIS files, electronic forms, and photos  
One (1) 24" x 36" color map that shows sign locations by sign permit number*

*Assumptions: Prior to equipment set-up, City staff will provide and verify sign permit numbers. At the beginning of the field day, City staff will provide an initial tour of the survey area with Consultant team members.*

*For safety purposes, Consultant requires two team members to be in the field together.*

## **Task 2 – Draft Sign Regulations**

**Subtask 2.1 – Preparation of Administrative Review Draft.** Consultant will prepare an administrative review draft of the digital billboard sign regulations for review by staff. At this stage of the process to draft appropriate digital billboard sign regulations, the Consultant team will evaluate and incorporate the most workable “City needs and desires” expressed in the “Project Understanding” detailed above. If desired by the City, the administrative review draft would be provided in legislative redline/strikeout format.

*Deliverable: Administrative Review Draft; One (1) digital copy*

**Subtask 2.2 – Internal Review of Administrative Review Draft.** The administrative review draft will be reviewed by the City staff. Staff will be responsible for compiling a comprehensive set of comments and edits, speaking in one voice, and providing their comments and edits in Word’s “track change” format. Following completion of the comments, staff and Consultant will conference call to discuss the comments, answer outstanding questions, and provide direction to the Consultant team for preparation of the second outreach workshop and the public review draft.

*Deliverable: City staff comments; One (1) digital copy with City comments  
One (1) phone conference meeting attended by two (2) Consultant team member*

**Subtask 2.3 – Billboard Company Outreach Workshop #2.** The second outreach effort will consist of a workshop where the Consultant team will present the administrative review draft digital display sign regulations and the results of the billboard sign inventory to business and billboard company representatives for comment. A brief review of identified issues, alternative solutions, and proposed recommendations will be presented at the workshop as background information.

*Deliverables: Preparation of outreach workshop presentation materials  
Attendance by up to two (2) Consultant team members at outreach workshop*

*Assumptions: City staff will coordinate the meeting logistics (e.g., room reservation and set-up, publicity, invitations, refreshments, etc.). The Consultant team will be responsible for preparing information handouts and for presentation methods.*

**Subtask 2.4 – Preparation of Public Review Draft.** Following review and comment by City staff and input received at Outreach Workshop #2, Consultant will prepare a public review draft for presentation in public hearings before the Planning Commission and City Council.

*Deliverable: Public Review Draft; One (1) digital copy*

**Subtask 2.5 – Meetings with City Council Subcommittee.** During the course of the work program, the Consultant team will meet two (2) times with a City Council subcommittee for the purpose of identifying Council concerns and objectives, and to test ideas for the regulations. These two meetings will be scheduled at the times determined by City staff to be most

appropriate and effective for advancement of the work program. Any additional meetings requested by the subcommittee would be billed on a time-and-materials basis with prior authorization from the City.

### **Task 3 - Public Review and Adoption**

**Subtask 3.1 – Planning Commission Hearing.** Consultant will attend and facilitate one public hearing with the Planning Commission to review the Public Review Draft document. If desired by the City, the Consultant team will attend additional hearings on a time-and-materials basis.

The hearing would be preceded by discussion with staff to work out respective responsibilities, and review conclusions reached at the prior hearing, to the extent that "debriefing" did not occur immediately after the preceding hearing or later via telephone. During the hearing, Consultant will provide support for Commission and public review by presenting the Public Review Draft and by being available to answer questions about proposed provisions, discuss possible changes, and draft revised language in response to staff or Commission direction.

**Subtask 3.2 – City Council Hearing.** Consultant will attend and facilitate one public hearing where the City Council considers the adoption of the Public Review Draft. If desired by the City, the Consultant team will attend additional hearings on a time-and-materials basis.

As was the case with the Commission hearing, Consultant will provide support for Council and public review by presenting the Public Review Draft and by being available to answer questions about proposed provisions, discuss possible changes, and draft revised language in response to staff or Council direction.

*Deliverables: Attendance by one (1) Consultant team member at one (1) public hearing with the Planning Commission and one (1) public hearing with the City Council*

**Subtask 3.3 – Final Sign Regulations.** Following City Council direction as provided in the language of the Council's adopting ordinance, Consultant will prepare the final sign regulations. This final revision will produce the adopted sign regulations. An allowance is provided in the budget for this task. If significant reworking of the provisions is required based on Council direction, the additional work will be performed on a time-and-materials basis with prior authorization from the City.

*Deliverable: One (1) digital version (Microsoft Word and Adobe PDF)*

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**3. Budget**

City of Commerce | Sign Code Update Technical Support Services

		Jacobson & Stetson	Associate	Support		Subtask Totals
Hourly Rates =		\$ 155	\$ 120	\$ 95		
<b>Task 1</b>	<b>Project Orientation and Research</b>					
1.1	Project Orientation / Kick-Off Meeting (1)	2	0	0		\$ 310
1.2	Document Review	4	0	0		620
1.3	Billboard Company Outreach #1 (1)	8	8	4		2,580
1.4	Billboard Sign Inventory	2	16	16		3,750
					<b>Task 1 Subtotal =</b>	<b>\$ 7,260</b>
<b>Task 2</b>	<b>Draft Sign Regulations</b>					
2.1	Preparation of Administrative Review Draft	24	8	4		\$ 5,060
2.2	City Internal Review of Administrative Review Draft and Conference Call	2	0	0		310
2.3	Billboard Company Outreach #2 (1)	8	8	4		2,580
2.4	Preparation of Public Review Draft	8	8	1		2,295
					<b>Task 2 Subtotal =</b>	<b>\$ 10,245</b>
<b>Task 3</b>	<b>Public Review and Adoption</b>					
3.1	Attendance at Planning Commission Hearing (1)	8	0	0		\$ 1,240
3.2	Attendance at City Council Public Hearing (1)	8	0	0		1,240
3.3	Preparation of Final Sign Regulations (allowance)	4	2	2		1,050
					<b>Task 3 Subtotal =</b>	<b>\$ 3,530</b>
		<b>Subtotal =</b>	<b>\$12,090</b>	<b>\$6,000</b>	<b>\$2,945</b>	<b>\$ 21,035</b>
		<b>Reimbursable Project Expenses (Printing, Shipping, and Mileage) =</b>				<b>\$ 1,097</b>
		<b>TOTAL =</b>				<b>\$ 22,132</b>
<b>OPTIONAL TASK</b>						
2.5	Meetings with City Council Subcommittee (2)					\$2,200
					<b>TOTAL WITH OPTIONAL TASK =</b>	<b>\$24,332</b>



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## EXHIBIT B

### REQUIRED INSURANCE

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

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

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

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

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

2. Errors And Omissions Insurance Coverage

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

3. Worker's Compensation

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

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

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

4. Additional Insureds

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

5. Cancellation Clause

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

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

6. Severability Clause

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

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

7. Qualifications of Insurer

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

8. Approval of Insurer

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

9. Payment of Premiums

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

10. Evidence of Insurance and Claims

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

