

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

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

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

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

**TUESDAY, DECEMBER 17, 2013 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Aguilar

**PLEDGE OF ALLEGIANCE**

Vilko Domic,  
Director of Finance

**INVOCATION**

Councilmember/Board Member Robles

**ROLL CALL**

Deputy City Clerk Alexander

**APPEARANCES AND PRESENTATIONS**

**PUBLIC COMMENT**

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

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

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

**CITY COUNCIL/SUCCESSOR AGENCY REPORTS**

**CONSENT CALENDAR**

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

**1. Approval of Minutes**

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Concurrent Adjourned Regular Meetings of Tuesday, December 3, 2013, held at 5:00 p.m.; Concurrent Regular Meetings of Tuesday, December 3, 2013, held at 6:30 p.m.

**2. Approval of Warrant Register Nos. 10A and 10B**

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 10A, dated December 17, 2013, and 10B for the period December 4, 2013 to December 12, 2013.

**3. Financial Report through October 31, 2013**

The **City Council** will consider for receipt and filing the financial report through October 31, 2013.

**4. Request for Proposals – Repair and Maintenance of Storm Drain Pump Stations**

The **City Council** will consider authorizing staff to proceed with the issuance of a Request for Proposal (RFP) for Repair and Maintenance of Storm Drain Pump Stations.

**5. A Resolution of the City Council of the City of Commerce, California, Approving a Reimbursement Agreement (“Agreement”) with Craig Realty Group Citadel, LLC (“CRG Citadel”) For Pavement Repairs and Restriping of Campfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road**

The **City Council** will consider for approval and adoption a proposed Resolution approving a Reimbursement Agreement (“Agreement”) with Craig Realty Group Citadel, LLC (“CRG Citadel”) for pavement repairs and restriping of Campfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road.

**6. A Resolution of the City Council of the City of Commerce, California, Approving a Driveway Modification Reimbursement Agreement with Commerce Refuse to Energy Authority (CREA) for Removal of Existing Gravel, Curb, Gutter, Fencing; Expand Pavement and Install Curbing at the City’s LNG/LCNG Public Fueling Station**

The Agreement will authorize CREA to proceed with the driveway modification, which will improve overall traffic flow at the City’s LNG/LCNG public fueling station.

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

12/17/2013 – 6:30 p.m.

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The **City Council** will consider for approval and adoption a proposed Resolution, approving a driveway modification reimbursement agreement with Commerce Refuse to Energy Authority (CREA) for removal of existing gravel, curb, gutter, fencing; expand pavement and install curbing at the City's LNG/LCNG Public Fueling Station.

7. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement Between the City of Commerce and IntelliBridge Partners

The **City Council** will consider for approval and adoption a proposed Resolution approving an agreement between the City of Commerce and IntelliBridge Partners, to provide an Interim City Clerk assignment.

8. A Resolution of the City Council of the City of Commerce, California, adopting a Section 125 Plan Document

The **City Council** will consider for approval and adoption a proposed Resolution adopting a Section 125 Plan document, that affords employees the ability to pay for medical premiums pre-tax.

**PUBLIC HEARINGS** -- None

## **SCHEDULED MATTERS**

9. Presentation and Demonstration of the Granicus Program and Approval of A Resolution of the City Council of the City of Commerce, California, Approving an Agreement with Granicus, Inc. for the Implementation of Several Solutions that will Provide for and Promote Transparency, Engage the Community, Produce a More Efficient Agenda Process, and Publishes an Integrated Public Record through the City's Website

The approval of the proposed agreement with Granicus, Inc. will result in the implementation of several solutions that will enable our organization to connect with our citizens (residential and/or industrial) in meaningful new ways online. The solutions will also help boost staff efficiency and control costs through automated online processes that can be managed at anytime, from any location.

The **City Council** will receive a power point presentation on the proposed Granicus Program and thereafter consider for approval and adoption a proposed Resolution approving an Agreement with Granicus, Inc. for the implementation of several solutions that will provide for and promote transparency, engage the community, produce a more efficient agenda process, and publishes an integrated public record through the City's website.

10. Update on the Status of the Digital Billboards Ordinance

The **City Council** will receive an update on, and take the appropriate action as deemed necessary with respect to, the status of the Digital Billboard Ordinance.

11. Approval of Minutes

The **City Council and Successor Agency** will consider for approval, respectively, various meeting minutes of years 2008 through 2013, of the City Council, Community Development Commission and the Successor Agency meetings, as identified in Attachment "A" of the agenda report dated December 17, 2013.

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

12/17/2013 – 6:30 p.m.

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## 12. Public Records Requests

At the request of Mayor Pro Tempore Leon, the **City Council** will receive a report on, and thereafter consider and take the appropriate action as deemed necessary with respect to, Public Records Requests.

## ORDINANCES AND RESOLUTIONS

### 13. Interim Urgency Ordinance of the City Council of the City of Commerce, California, Enacting a Forty-Five Day Moratorium Pursuant to Government Code Section 65858(a) Moratorium on the Establishment, Use and Operation of Pawnbroker, Second Hand Dealer, and Money Broker Businesses and Declaring the Urgency Thereof

The **City Council** will consider for approval and adoption an Interim Urgency Ordinance of the City of Commerce enacting a forty-five day moratorium pursuant to Government Code Section 65858(a) moratorium on the establishment, use and operation of Pawnbroker, Second Hand Dealer, and Money Broker Businesses and declaring the urgency thereof.

### 14. An Ordinance of the City Council of the City of Commerce, California Repealing Section 2.10.045 (Campaign Contribution Limitations – Non election Years) of Chapter 2.10 (Limitations on Campaign Contributions In City Elections) of the Commerce Municipal Code - First Reading

The **City Council** will consider for first reading a proposed Ordinance repealing Section 2.10.045 (Campaign Contribution Limitations – Non election Years) of Chapter 2.10 (Limitations on Campaign Contributions In City Elections) of the Commerce Municipal Code.

### 15. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement with Integrated Security for Installation and/or Upgrade of a High Definition Security System at all Public Facilities and Parks

At the direction of Councilmember Altamirano (and concern for public safety at all public venues by all the council members), staff proceeded to evaluate the camera operational systems in place and whether it met our current needs.

The **City Council** will consider for approval and adoption a proposed Resolution approving an Agreement with Integrated Security for installation and/or upgrade of a high definition security system at all public facilities and parks.

## CIP PROGRESS REPORT

I-710 LOCAL ADVISORY COMMITTEE UPDATE – None

RECESS TO CLOSED SESSION – No Items

## ADJOURNMENT

Adjourn in memory of Jesus Romero, Father of Henry Romero, Los Angeles County Sheriff's Department Commander and former Commerce/East Los Angeles Captain, to Tuesday, January 7, 2014, at 4:00 p.m. in the City Council Chambers.

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





# AGENDA REPORT

MEETING DATE: December 17, 2013

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** CITY FINANCIAL REPORT THROUGH THE MONTH OF OCTOBER 31, 2013

**RECOMMENDATION:**

Receive and file the Financial Report through the month of October 31, 2013.

**MOTION:**

Receive and file.

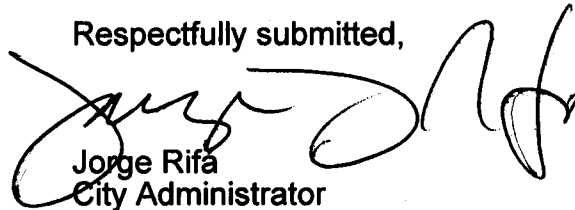
**BACKGROUND/ANALYSIS:**

The monthly progress report on the financial plan as approved by the City Council during the budget process is recapped and attached for your review. Details are on file in the Finance Department for any further review as necessary.

**FISCAL IMPACT:**

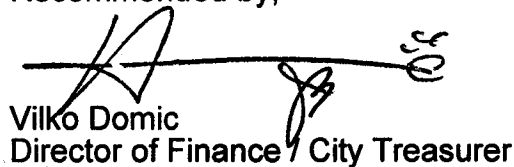
This activity can be carried out at this time without additional impact on the current operating budget.

Respectfully submitted,



Jorge Rifa  
City Administrator

Recommended by,



Vilko Domic  
Director of Finance / City Treasurer

Approved as to Form



Eddie Olivo / JJR  
Eduardo Olivo  
City Attorney

Attachment: Progress Report

DS/staff reports, city council/Financial Rpts-Monthly/City/2013/SR Financial Report thru 10-31-13 12-17-13 VD



# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru October 30, 2013

Classification	(A)		Balance	% Used/ Rec'd	(B)	
	2013-14 Adopted Budget	FY 13-14 Actual			FY 12-13 Actual	(A - B) Variance
<b>REVENUES</b>						
Taxes		3,232,535			2,815,243	417,293 1
Measure AA Sales Tax		408,311			-	408,311 1
<b>Total Taxes</b>	24,635,540	<b>3,640,846</b>	20,994,694	14.8%	2,815,243	<b>825,603</b>
Casino License Tax	20,700,000	5,054,919	15,645,081	24.4%	5,143,520	(88,601) 2
Licenses & Permits	2,229,913	904,672	1,325,241	40.6%	513,620	391,052 3
Fines & Penalties	406,026	110,758	295,268	27.3%	133,169	(22,412)
Use of Money	232,469	19,154	213,315	8.2%	39,861	(20,706)
Other Agencies	1,066,882	447,067	619,815	41.9%	275,223	171,844 4
Current Charges	655,000	125,785	529,215	19.2%	94,142	31,643
Activities Fees	285,063	151,504	133,559	53.1%	164,548	(13,044)
Other Revenues	1,524,451	900,759	623,692	59.1%	836,900	63,859 5
Transfer From Other Funds	387,500	-	387,500	0.0%	-	-
<b>REVENUE TOTALS</b>	<b>\$52,122,844</b>	<b>\$11,355,464</b>	<b>\$40,767,380</b>	<b>21.8%</b>	<b>\$10,016,225</b>	<b>\$1,339,238</b>

1 - Sales tax growth due to improving economy

2 - Slight decline in Casino activity, preliminary numbers from Nov show a modest increase

3 - Large Building permit from CEG construction

4 - Timing of payments received from State

5 - Timing of miscellaneous income, reimbursement of election costs

# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru October 30, 2013

<u>Classification</u>	<u>Adopted Budget</u>	(A) FY 13-14 <u>Actual</u>	<u>Balance</u>	% Used/ <u>Rec'd</u>	(B) FY 12-13 <u>Actual</u>	(A - B) <u>Variance</u>
<b><u>EXPENSES</u></b>						
<b><u>Administration</u></b>						
City Council	173,768	39,397	134,371	22.7%	39,057	340
Administration	732,147	256,802	475,345	35.1%	198,692	58,110 1
Public Information	328,688	102,985	225,703	31.3%	87,640	15,345 1
Graphics & Printing	306,671	85,481	221,190	27.9%	76,131	9,350
City Clerk	340,395	87,573	252,822	25.7%	85,661	1,912 1
Legal Services	477,600	161,563	316,037	33.8%	66,720	94,843 2
Human Resources	1,018,349	335,346	683,003	32.9%	301,571	33,775 3
<b><u>Finance / Info Technology</u></b>						
City Treasurer	-	5,572	(5,572)		3,933	1,639
Finance Administration	543,301	151,683	391,618	27.9%	142,191	9,492 1
Accounting	535,246	149,907	385,339	28.0%	112,824	37,083 1
Purchasing	346,084	112,334	233,750	32.5%	95,230	17,104 1
Information Technology	477,054	119,267	357,787	25.0%	100,074	19,193 1
Business License	186,804	52,123	134,681	27.9%	45,365	6,758 1
<b>TOTAL FINANCE</b>	<b>2,088,489</b>	<b>590,886</b>	<b>1,497,603</b>	<b>28.3%</b>	<b>499,617</b>	<b>91,269</b>
<b><u>Community Development</u></b>						
Planning Commission	5,650	950	4,700	16.8%	704	246
Community Dev - Admin	816,804	227,146	589,658	27.8%	196,235	30,911 1
Planning	326,770	99,493	227,277	30.4%	85,405	14,088 1
Building Department	619,791	93,444	526,347	15.1%	97,787	(4,343)
Code Enforcement	97,449	20,278	77,171	20.8%	17,666	2,612
Environmental Services	462,563	126,404	336,159	27.3%	38,806	87,598 4
<b>TOTAL COMMUNITY DEV</b>	<b>2,329,027</b>	<b>567,715</b>	<b>1,761,312</b>	<b>24.4%</b>	<b>436,603</b>	<b>131,112</b>

1 - Additional payday due to the timing of the bi-weekly payroll and the recent salary increase impact

2 - Increased retainer fee due to increased legal work

3 - Department Head recruitments

4 - Watershed management program

# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru October 30, 2013

<u>Classification</u>	<u>Adopted Budget</u>	(A)	<u>Balance</u>	<u>% Used/</u> <u>Rec'd</u>	(B)	(A - B)
		FY 12-13 <u>Actual</u>			FY 11-12 <u>Actual</u>	<u>Variance</u>
<b>Public Services</b>						
Traffic Commission	2,400	600	1,800	25.0%	560	40
Public Works Engineering	107,000	58,009	48,991	54.2%	32,447	25,562 5
Public Works Contracts	2,079,067	426,304	1,652,763	20.5%	343,534	82,770 6
Municipal Facilities Operator	2,314,308	713,236	1,601,072	30.8%	682,926	30,310 7
Street Maintenance	283,645	35,272	248,373	12.4%	31,810	3,462
Tree Maintenance	311,868	41,111	270,757	13.2%	35,979	5,133
Major Facility Repairs	50,000	8,448	41,552	16.9%	2,279	6,168
<b>TOTAL PUBLIC SVCS</b>	<b>5,148,288</b>	<b>1,282,980</b>	<b>3,865,308</b>	<b>24.9%</b>	<b>1,129,534</b>	<b>153,445</b>
<b>Community Services</b>						
Emergency Preparedness	122,575	33,789	88,786	27.6%	31,851	1,937
Law Enforcement	5,839,980	587,490	5,252,490	10.1%	148,845	438,646 6
Animal Control	240,722	41,038	199,684	17.0%	47,112	(6,074)
Comm Safety Specialists	660,565	202,833	457,732	30.7%	112,646	90,187 8
Crossing Guards	183,220	39,303	143,917	21.5%	31,203	8,100
Fire Protection	9,337,640	3,845,402	5,492,238	41.2%	2,979,094	866,307 6
Community Svcs Commissio	2,850	376	2,474	13.2%	845	(468)
Community Svcs Admin	957,999	268,211	689,788	28.0%	210,311	57,900 9
Employment & Bus Dev Ctr	189,184	49,743	139,441	26.3%	55,519	(5,776)
<b>TOTAL COMMUNITY SVCS</b>	<b>17,534,735</b>	<b>5,068,186</b>	<b>12,466,549</b>	<b>28.9%</b>	<b>3,617,426</b>	<b>1,450,759</b>
<b>Library Services</b>						
Library Commission	3,550	720	2,830	20.3%	528	192
Education Commission	10,600	2,113	8,487	19.9%	3,289	(1,176)
Library Administration	291,226	104,747	186,479	36.0%	16,831	87,916 10
Central Library	413,421	112,582	300,839	27.2%	101,744	10,837
Childrens Services	330,405	98,323	232,082	29.8%	93,617	4,706
Atlantic Branch	315,803	94,735	221,068	30.0%	82,817	11,919
Bristow Park Branch	334,845	94,459	240,386	28.2%	82,314	12,145
Greenwood Branch	328,463	102,223	226,240	31.1%	92,379	9,845
Support Services	804,170	275,947	528,223	34.3%	213,505	62,442 11
Adult Literacy Program	235,454	58,501	176,953	24.8%	99,144	(40,643) 12
<b>TOTAL LIBRARY SVCS</b>	<b>3,067,937</b>	<b>944,349</b>	<b>2,123,588</b>	<b>30.8%</b>	<b>786,166</b>	<b>158,183</b>

5 - Increased billings

6 - Timing of invoices

7 - Additional payday due to the timing of the bi-weekly payroll and the recent salary increase impact

8 - Hiring of additional CSO's

9 - Vacation leave payouts due to retirement of director

10 - Library Director position was filled

11 - Library specialist position filled

12 - Literacy Program Manager vacancy

# City of Commerce

## Budget by Organization Report

### General Fund Summary

Year-to-Date Thru October 30, 2013

Classification	Adopted Budget	(A)	Balance	% Used/ Rec'd	(B)	(A - B)
		FY 12-13 Actual			FY 11-12 Actual	Variance
<b><u>Parks &amp; Recreation</u></b>						
Parks & Rec Commission	2,500	80	2,420	3.2%	440	(360)
Parks & Recreation Admin	967,467	302,616	664,851	31.3%	251,717	50,899 13
Pre-School	93,311	18,274	75,037	19.6%	12,209	6,065
Kids Club Program	100,834	22,813	78,021	22.6%	20,558	2,256
Day Camps	94,671	75,500	19,171	79.7%	73,530	1,970
Recreation Operations	392,667	65,577	327,090	16.7%	69,260	(3,684)
Bandini Park	327,313	101,548	225,765	31.0%	85,986	15,562 13
Bristow Park	414,508	98,949	315,559	23.9%	100,890	(1,941)
Rosewood Park	415,987	166,435	249,552	40.0%	143,338	23,097 13
Veterans Park	394,645	122,966	271,679	31.2%	88,518	34,447 13
Special Events	126,191	25,338	100,853	20.1%	16,060	9,278
Parks & Recreation Activity	383,147	74,858	308,290	19.5%	67,572	7,286
Sports Program	284,888	79,698	205,190	28.0%	67,993	11,705
Senior Citizens Center	301,055	95,260	205,795	31.6%	104,908	(9,648)
Sr Citizens Commission	2,850	643	2,207	22.5%	754	(111)
Aquatorium	1,595,404	560,130	1,035,274	35.1%	507,186	52,944 13
Community Teen Center	358,846	92,511	266,335	25.8%	94,584	(2,074)
Youth Advisory Commission	3,894	360	3,534	9.2%	400	(40)
Park Maintenance	1,634,279	440,736	1,193,543	27.0%	363,931	76,806 13
Snack Bar	279,403	89,030	190,373	31.9%	73,189	15,841 13
Camp Commerce	689,180	252,477	436,703	36.6%	209,751	42,725 13
<b>TOTAL PARKS &amp; REC</b>	<b>8,863,040</b>	<b>2,685,797</b>	<b>6,177,243</b>	<b>30.3%</b>	<b>2,352,773</b>	<b>333,024</b>
<b><u>Non - Departmental</u></b>						
Employee Benefits	3,570,781	1,851,067	1,719,714	51.8%	1,817,989	33,078 14
General Services	5,543,050	1,879,037	3,664,013	33.9%	1,875,358	3,679
Community Promotions	49,650	6,950	42,700	14.0%	6,616	334
Transfers to Other Funds	1,327,403	408,311	919,092	30.8%	721,326	(313,015) 15
<b>EXPENDITURE TOTALS</b>	<b>\$ 52,900,018</b>	<b>\$ 16,354,425</b>	<b>\$ 36,545,593</b>	<b>30.9%</b>	<b>\$ 14,098,881</b>	<b>\$ 2,255,543</b>

13 - Additional payday due to the timing of the bi-weekly payroll and the recent salary increase impact

14 - Increase in payment for PARS annuity

15 - Timing of entry for transfers



# AGENDA REPORT

Meeting Date: December 17, 2013

TO: HONORABLE CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
SUBJECT: REQUEST FOR PROPOSALS – REPAIR AND MAINTENANCE OF STORM DRAIN PUMP STATIONS

**RECOMMENDATION:**

That the City Council:

1. Approve the project Request for Proposals (RFP), prepared by staff for the Repair and Maintenance of Storm Drain Pump Stations;
2. Authorize the Public Works & Development Services Department to advertise for proposals.

**MOTION:**

Move to approve recommendation.

**BACKGROUND:**

Storm Drain Pump Stations collect, convey, and discharge stormwater flowing within and along the right-of-way of transportation systems. These stations are necessary for the removal of stormwater from sections of highway where gravity drainage is not possible or practical.

Within the City of Commerce, there are four pump stations located as shown on the attached maps and there are stations at:

1. Atlantic Avenue (railroad underpass, south of Sheila Street);
2. Eastern Avenue (railroad underpass, south of Commerce Way);
3. Garfield Avenue (railroad underpass, south of Ferguson Drive); and
4. Washington Boulevard/Telegraph Road (I-5 Freeway underpass).

The City is responsible for the maintenance and repair of the 4 pump stations. These pump stations ensure that underpasses are not flooded during heavy rains. Historically these pump stations had been maintained and checked by Los Angeles County Public Works as part of service contract with the County. The County has informed us that a complete inspection and assessment of each pump station is necessary due to their age and overall condition.

Staff is requesting a higher level of maintenance and service relating to these facilities. Routine maintenance is critical to maintain these facilities in a state of good repair so they may function properly during the rainy season. Furthermore a detailed assessment will be necessary to identify capital needs i.e. pump replacement or electrical upgrades that can be planned for in next fiscal year's budget.

**ANALYSIS:**

In order to better assess the condition of each of these facilities, on October 17, 2013, City staff and Transtech Engineers conducted a preliminary site investigation to assess conditions of the 4 pump stations located in the City of Commerce. Overall the facilities

appear to be in good working order but will need to be cleaned of trash and debris and the equipment tested and repaired as necessary.

On October 29<sup>th</sup>, 2013, Transtech Engineers developed a report listing recommendations to perform initial maintenance of pump stations by evacuating and disposing of debris, and testing all valves and operational parts. The report also recommends monthly maintenance of pumps during wet season from October to March and periodic maintenance from April to September.

If authorized by Council, staff will release the RFP and return to Council to award the agreement in late January 2014. It is expected that work can commence in early February 2014 with completion of the cleanup and basic repairs and maintenance expected by March 2014.

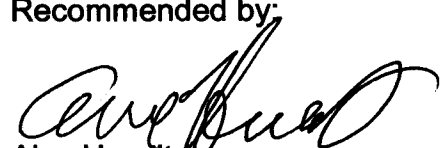
**FISCAL IMPACT:**

As part of the FY 2013/2014 Capital Improvement Project (CIP) budget, the City Council approved \$80,000 to perform a complete assessment and cleaning of all 4 storm drain pump stations in the City of Commerce, including mechanical and structural condition and remaining life of existing pumps and other equipment.

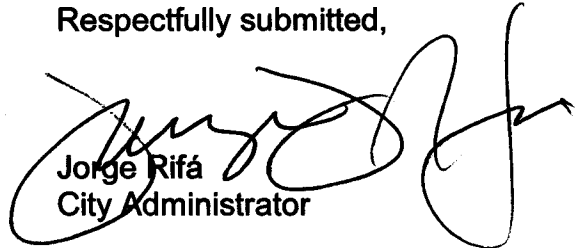
**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

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

Recommended by:

  
Alex Hamilton  
Assistant Director of Development Services


Respectfully submitted,

  
Jorge Rifá  
City Administrator


Prepared by:

  
Selim Bouhamidi  
Transtech Engineers

Fiscal impact reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney

Attachments: Request for Proposals (RFP) – Repair and Maintenance of Storm Drain Pump Stations  
Commerce Pump Stations – Location Maps



**CITY OF COMMERCE**

**REQUEST FOR PROPOSALS  
FOR CONSULTANT TO PERFORM STORM DRAIN  
PUMP STATION MAINTENANCE, REPAIRS AND  
ASSESSMENT AT FOUR PUMP STATION  
LOCATIONS IN THE CITY OF COMMERCE**

**2535 Commerce Way  
Commerce, California 90040**

**December 11, 2013**

# **REQUEST FOR PROPOSALS FOR CONSULTANT TO PERFORM STORM DRAIN PUMP STATION MAINTENANCE, REPAIRS, AND ASSESSMENT AT FOUR PUMP STATION LOCATIONS IN THE CITY OF COMMERCE**

## **SUMMARY**

The City of Commerce is requesting proposals from qualified firms to perform maintenance, repairs, and an assessment at four pump station locations in the City of Commerce. The initial Scope of Work is:

- Contractor shall provide all labor and materials incidental for the initial cleaning, operational check and routine maintenance for the following four (4) storm drain pump stations as shown on attached location maps:
  1. Atlantic Avenue (railroad underpass, south of Sheila Avenue)
  2. Eastern Avenue (railroad underpass, south of Commerce Way)
  3. Garfield Avenue (railroad underpass, south of Ferguson Drive)
  4. Washington Blvd/Telegraph Road (Freeway underpass)
- All workers entering the pump facilities shall be certified for confined space entry and shall conform with all OSHA/ CalOSHA regulations. Contractor shall provide workers with all clothing, alternative air sources, gas sniffers, man hoists etc. and provide same for the Cities Representative.
- Contractor shall provide for all traffic control per CA-MUTCD (devices and service of same) during initial maintenance and subsequent service calls. A traffic control plan by a registered traffic engineer shall be submitted and approved by the City for each service location.

**Initial Maintenance, Testing, and Repairs:**

Evacuate and properly dispose of all debris and waste water from all sumps, trash racks and facilities. Pressure wash all sumps, screens, racks and submersed pumps for initial assessment of conditions by Contractor and City Engineering or City Representative. Dump fees for debris and/or hazardous waste fees shall be reimbursed by the City.

All valves, pumps/motors, flat valves, transfer switches etc. shall be tested and operated to ensure proper operation. Contractor shall properly lubricate all assemblies, motors and pumps as needed. Contractor shall make repairs (as necessary and confirmed by the Cities representative) to the operating system to assure proper operation. Parts and repairs to the facilities and/or system shall be on a time and materials rate as agreed to in the maintenance agreement. No repair work shall proceed without an estimate approved by the City Engineer.

Contractor shall identify and assist Cities representative in assessing all system components, recommend immediate and periodic maintenance; and assist Cities representative in establishing both short and long-term replacement upgrades to all systems, including electrical. As-builts of the existing systems may not be available from the City, as such, consultants are expected to accurately survey and assess the conditions of each facility and make professional recommendations for both immediate remedies and any long term capital improvements or capital equipment necessary.

At no times shall the facilities be left in a non-operation state or condition.

At location #1 Atlantic Avenue Contractor shall permanently install a geared chain hoist capable of lifting submersible pumps and racks with a 50% capacity safety factor. At all other locations, temporary lifts shall be provided by the contractor for service on an as-needed basis.

Evacuate and properly dispose of all debris from all sumps, trash racks and facilities. Dump fees for debris and/or hazardous waste fees shall be reimbursed by the City.

All valves, pumps/motors, flat valves, transfer switches etc. shall be tested and operated to ensure proper operation. Contractor shall properly lubricate all assemblies, motors and pumps as needed. Contractor shall make repairs (as necessary and confirmed by the Cities representative) to the operating system to assure proper operation. Parts and repairs to the facilities and/or system shall be on a time and materials rate as agreed to in the maintenance agreement. No repair work shall proceed without an estimate approved by the City Engineer.

**Monthly Maintenance:** (During wet season October to March) (April to September, every 90 days). Provide a separate estimate for routine maintenance and testing at intervals mentioned above. Detail all costs and tasks associated with such service. A separate maintenance and operations agreement will be necessary for such services. **THIS IS AN OPTIONAL ITEM AS THE CITY WISHES TO OBTAIN AN ESTIMATE FOR ONGOING MAINTENANCE AND OPERATIONS FOR THESE FACILITIES. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND THE LINE ITEM COST FOR THIS OPTIONAL SERVICE WILL NOT BE THE SOLE BASIS FOR AWARDING OR DENYING THE CONTRACT.**

**Emergency Service:**

As part of the optional item for maintenance and operations, contractor shall make crews available on-call for emergency repair services within 8 hours of receiving an emergency service request from the City. Service shall also include (at stated rates) for emergency by-pass pumping services with a minimum of 2-6" high capacity evacuation pumps with generators and hosing should the systems go out of service. In the event of a system-wide power outage, additional generators and pumps may be required.

**Mandatory Pre-Bid Meeting:**

Prospective contractors shall attend a mandatory pre-bid meeting and site review prior to bidding. City will provide information on time and place of said meeting. Non-attendance at either of the meetings shall serve to disqualify the bidder.

## **BACKGROUND**

Incorporated in 1960, the City of Commerce is a general law city located in the south central portion of Los Angeles County, approximately six miles southeast of downtown Los Angeles. Commerce is bounded by the City of Montebello on the east, unincorporated East Los Angeles on the north, the cities of Vernon, Bell, and Maywood on the west, and the city of Bell Gardens on the south. The City of Commerce contracts with the County of Los Angeles for building plan check and inspection services. In addition, the City has typically adopted all relevant Los Angeles County building and fire codes by reference in their entirety.

Commerce is unique in that it serves as home to approximately 13,000 persons, within while at the same time, every day over 60,000 persons work or patronize over 1,800 businesses located in the City. While industry accounts for more than 60% of the city's total land area, the majority of the City's residential neighborhoods were established well before incorporation. The residential areas found within the City, for the most part, are located in five distinct neighborhoods separated from the industrial areas by commercial districts or major circulation corridors. The challenges that the City has faced in the years following incorporation focused on how industry can coexist near and among the residential neighborhoods, and vice-versa.

A major objective of the City is to insure that its public infrastructure is maintained and improved to insure that Commerce remains a desirable place to work and live.

## **TIME FRAME**

Time is of the essence. It is the City's desire to have a firm to perform the initial assessment, cleaning and maintenance of the facilities.

## **DETAILED SCOPE OF WORK**

It is critical the consultant have experience assessing, repairing, and maintaining similar facilities.

It is incumbent upon the consultant to include a detailed scope of work and breakdown of tasks relating to the assessment and work plan including all

services necessary to insure the adequate testing, function and operations of the system.

### **PROPOSAL FORMAT**

A qualifying proposal will at minimum address the points in the Detailed Scope of Work above along with the requested items listed below:

- A. **Introduction:** Include a brief description of firm, contact person, address, telephone number, fax number and e-mail address.
- B. **Approach and Scope of Work:** Describe your firm's approach to completing similar efforts (including experience in preparing CEQA documents for similar projects); provide a summary of major tasks, and key-tasks.
- C. **Qualifications and Experience:** Provide an outline of the firm's background and qualifications to perform requested services. Identify any sub-contractors that will be working on this project. Identify all project personnel and their role in completing this project and summarize the relevant qualifications and experience of each.
- D. **Fee Schedule and Cost Estimate:** Provide a fee schedule for the types of services and personnel expected to be included in this scope of work. List travel costs and any other direct or indirect costs associated with performing the required services. Provide a cost estimate formatted such that labor hours for each individual and other direct cost are readily apparent for each major task.
- E. **References:** Provide at least three references that have knowledge of your firm's recent work on similar tasks. For each of these, please identify the individuals in the firm who worked on or are working on the project and their role or responsibility.

**PROPOSAL SUBMITTAL**

Please submit one (1) unbound copy, six (6) bound copies and one (1) electronic version of the proposal no later than 6:00 p.m. on January 15, 2014 to:

**Mr. Alex Hamilton  
Assistant Director of Public Works and  
Development Services  
2535 Commerce Way, Community, CA 90040  
Attn: Public Works/Development Services**

All proposals shall be submitted in a sealed envelope which is clearly marked with the proposal due date and time indicated and should read:

**“REQUEST FOR PROPOSALS  
FOR CONSULTANT TO PERFORM STORM DRAIN PUMP  
STATION MAINTENANCE, REPAIRS AND ASSESSMENT  
AT FOUR PUMP STATION LOCATIONS IN THE CITY OF  
COMMERCE”**

- A. Late proposals, faxed proposals, or electronic versions without the required number of hard copies submitted on or before the due date shall not be accepted.
- B. All proposals, whether accepted or rejected, shall become property of the CITY.
- C. Cost of preparation of proposal shall be borne by the submitting party.
- D. Proposals shall be signed by an authorized employee in order to receive consideration.
- E. The CITY will not be responsible for proposals delivered to a person/location other than specified herein.
- F. The CITY reserves the right to negotiate fees prior to awarding a contract.
- G. The CITY also reserves the right to reject any or all proposals.

## **EVALUATION AND SELECTION CRITERIA**

In evaluating proposals the CITY will review all proposals received by the submittal deadline using the following criteria to determine the capacity of the consultant to perform the work as set forth herein:

- Experience of firm in assessing, repairing, and maintaining similar facilities;
- Technical merits of Proposal in addressing the RFP's Scope of Services and proposed approach;
- Relevant experience and qualifications of personnel that will be assigned to work on this document;
- Proposed schedule and ability to meet City deadlines;
- Knowledge of applicable local, state, and federal laws;
- Not to exceed project costs;
- Ability of consultant to enter into a Professional Services Agreement (PSA) and comply with City insurance and requirements.



**DRAFT**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") entered into this \_\_\_\_\_, ("Effective Date") is by and between \_\_\_\_\_ ("CONSULTANT") located at \_\_\_\_\_ and ("CITY") located at 2535 Commerce Way, Commerce CA 90040;

**WITNESSETH**

This Agreement is made and entered into with respect to the following facts:

WHEREAS, the City has determined that it requires the services of a professional that \_\_\_\_\_;

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.

1. Scope of Services and Schedule of Performance

CONSULTANT shall provide City with such professional services as are set forth in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by this reference.

2. Warranty

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.

3. Term of Agreement

The term of this Agreement shall be for 90 days or until \_\_\_\_\_. The City shall have the option to extend the Agreement at its discretion. If the City desires to exercise such option(s), the City shall advise CONSULTANT at least thirty (30) days prior to the expiration of the initial term.

4. Compensation and Payment

4.1. So long as CONSULTANT is discharging CONSULTANT's obligations in conformance with the terms of this Agreement, CONSULTANT shall be paid such compensation rates as are set forth in CONSULTANT's Proposal Dated \_\_\_\_\_ attached hereto as Exhibit A and incorporated herein by this

reference. CONSULTANT will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by City.

4.2. Such fees shall be payable following receipt of an itemized invoice for services rendered submitted to City in a timely manner. CONSULTANT shall send and address its bill for fees, expenses, and costs to City to the attention of the City Administrator upon completion of services invoiced to City on a monthly basis.

4.3. Payment by the City to CONSULTANT shall be within 30-days of receipt of approved invoices. Payments will be based on approved invoices which include all required reports and detailed back-up information on all expenses. City shall pay the full amount of such invoice; provided, however, that if City or its City Administrator object to any portion of an invoice, City shall notify CONSULTANT of City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice.

## 5. 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 for audit or examination. 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 four (4) 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.

## 6. Right of Termination

6.1. City may in its sole discretion terminate this Agreement by providing CONSULTANT with a thirty (30) day written notice.

6.2. CONSULTANT may terminate this Agreement by giving the City a 60-day advance written notice if such termination is necessary.

6.3. With the 60-day written notice of termination, CONSULTANT shall give City a written explanation of the reason that the CONSULTANT believes termination is necessary, and cooperate with the City in an effort to resolve the issue.

6.4. Termination by either party hereunder, shall not relieve CONSULTANT from providing services required to be performed up to the effective date of such termination, nor relieve City of its duty to pay the approved costs, prorated as necessary, to the effective date of such termination, or any other reimbursements, fees or expenses to be paid to CONSULTANT by the terms of this Agreement.

7. Independent CONSULTANT

CONSULTANT is and shall perform its services under this Agreement as a wholly independent CONSULTANT. CONSULTANT shall not act nor be deemed an agent, employee, officer or legal representative of City. Except as otherwise expressly set forth herein, 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 City. CONSULTANT has no authority to assume or create any commitment or obligations on behalf of City or bind City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between 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.

8. 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 City. CONSULTANT may not have a subconsultant perform any services required under this Agreement unless the subconsultant is first approved and authorized to perform such work by the City.

9. Responsible Principal and Project Manager

CONSULTANT shall be required to identify a Project Manager for CONSULTANT who shall be responsible for complying with CONSULTANT's obligations under this Agreement and shall serve as principal liaison between City and CONSULTANT. Designation of another responsible principal or project manager by CONSULTANT shall not be made without the prior written consent of City.

10. City Liaison

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

11. 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 required under this Agreement by all applicable regulating governmental

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

12. Compliance with Laws

CONSULTANT shall, and shall ensure that its employees and sub-CONSULTANTS comply with all applicable City, county, state, and federal laws and regulations (including occupational safety laws and regulations) in performing the services required under this Agreement, and shall comply with any directions of governmental agencies and City relating to safety, security, and the like as they pertain to the performance of this Agreement.

13. Insurance

CONSULTANT shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance"). CONSULTANT shall also require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Performance Bond and Payment Bond

Before commencing said PROJECT, CONSULTANT shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract and upon the payment of all labor and materials furnished in connection with this contract.

15. Indemnification

15.1 CONSULTANT shall indemnify and hold City and its respective officials, officers, agents and employees harmless from and against any and all liabilities, including but not limited to losses, damages, demands, claims, actions, fees, costs, and expenses City's 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 subconsultants or its agents in the performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused from an act of negligence or willful misconduct by 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.

15.2. City shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due City from CONSULTANT as

a result of CONSULTANT's failure to pay City promptly any indemnification arising under this Section and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.3. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subconsultants or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.4. City does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

#### 16. 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 City, or employees or agents of City, or any data, documents, reports, or other information produced by CONSULTANT during its performance hereunder, except as expressly authorized in writing by 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 City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after CONSULTANT notifies 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.

#### 17. 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 under this Agreement (collectively, the "products") shall

become the sole property of City except as prohibited by law, and 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 except as prohibited by law. In the event that this Agreement is terminated by City or CONSULTANT, CONSULTANT shall provide 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.

18. Data and Services to be Furnished by City

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

19. 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, commission or percentage from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right 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.

20. 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 (Gov. Code § 81000, et seq.) and all other laws, if applicable, respecting this Agreement and that no services shall be performed by either an employee, agent, or a subconsultant of CONSULTANT, who has a conflict relating to City or the performance of services on behalf of City.

21. Other Agreements

CONSULTANT warrants that CONSULTANT 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.

22. Waiver of Breach

No waiver of any term, condition or covenant of this Agreement by City shall occur unless signed by the City Administrator of City 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 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.

23. No Discrimination

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24. Captions

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. Waiver

The waiver by City or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or CONSULTANT unless in writing.

26. Cumulative Remedies

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be San Bernardino County, California.

27. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by CONSULTANT. 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.

28. Attorneys' Fees

In the event 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.

29. 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 City:  
City of Commerce  
2535 Commerce Way  
Commerce, California 90040  
Attn: Assistant Director of Public Works/Development Services



For CONSULTANT:

---

Notice shall be deemed received three (3) 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 affected.

30. 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.

31. 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.

32. 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.

33. 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 City.

34. 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.

35. 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**

**CONSULTANT NAME**

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

By: \_\_\_\_\_  
CONSULTANT, President

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Eduardo Olivo  
City Attorney

## 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.

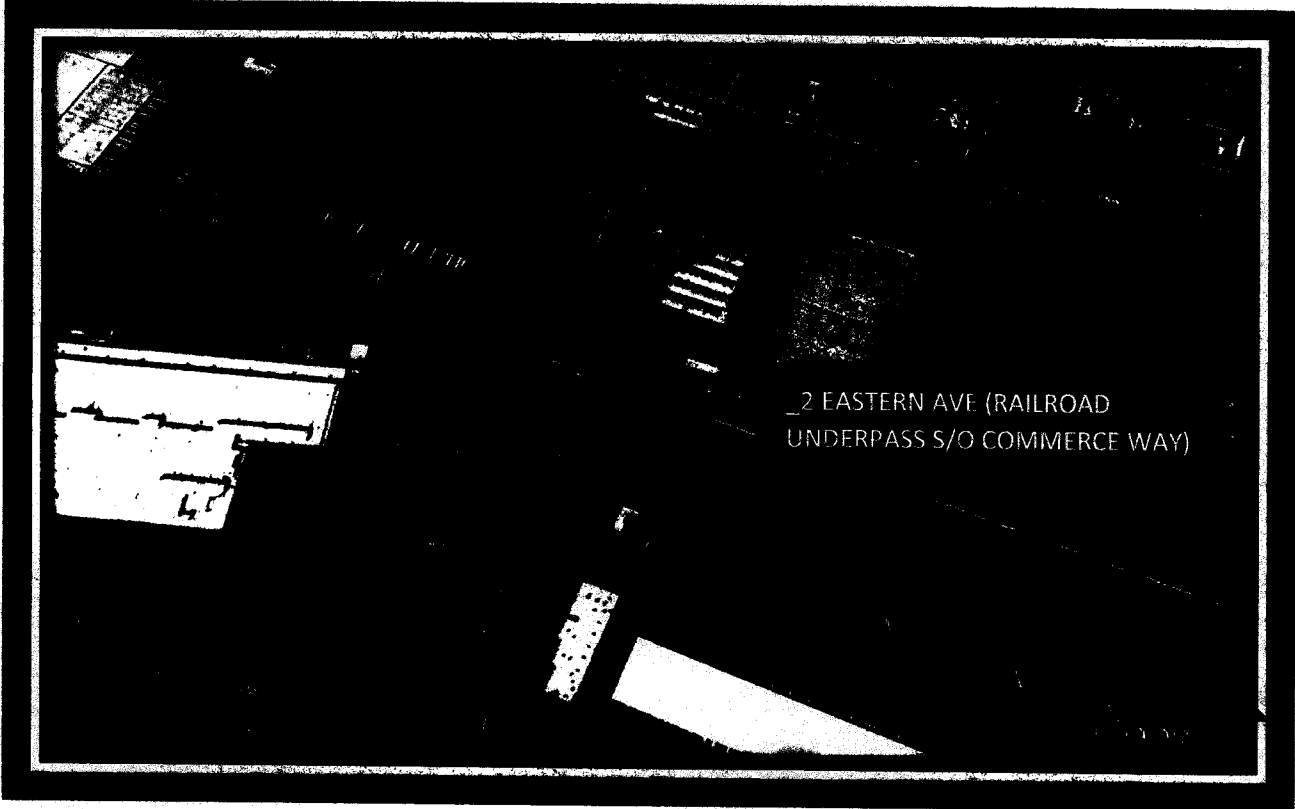
Pump Stations Location Map 1

**COMMERCE PUMP STATIONS – LOCATION MAPS**

1. ATLANTIC AVE. (RAILROAD UNDERPASS S/O SHEILA)
2. EASTERN AVE. (RAILROAD UNDERPASS S/O COMMERCE WAY)
3. GARFIELD AVE (RAILROAD UNDERPASS S/O FERGUSON)
4. WASHINGTON BLVD/TELEGRAPH RD (I-5 FWY UNDERPASS)

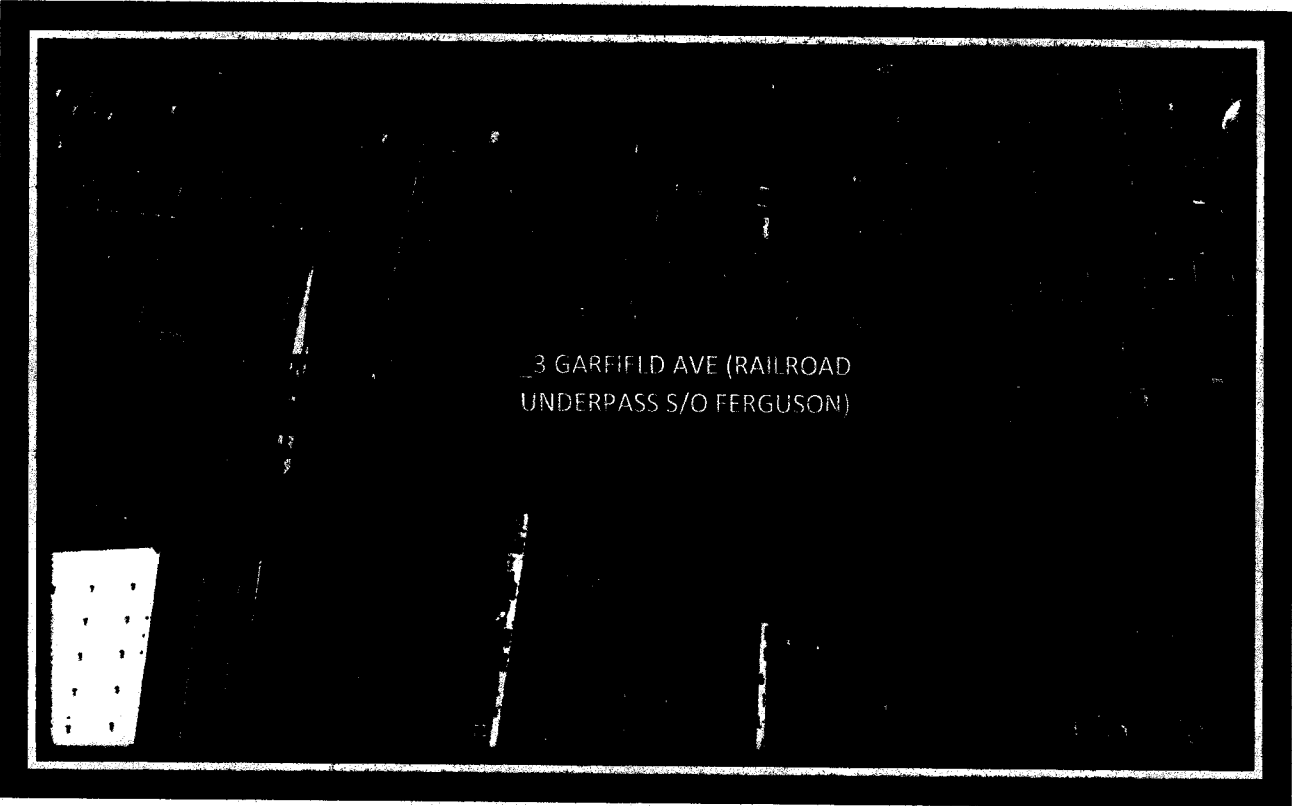


Pump Stations Location Map 2



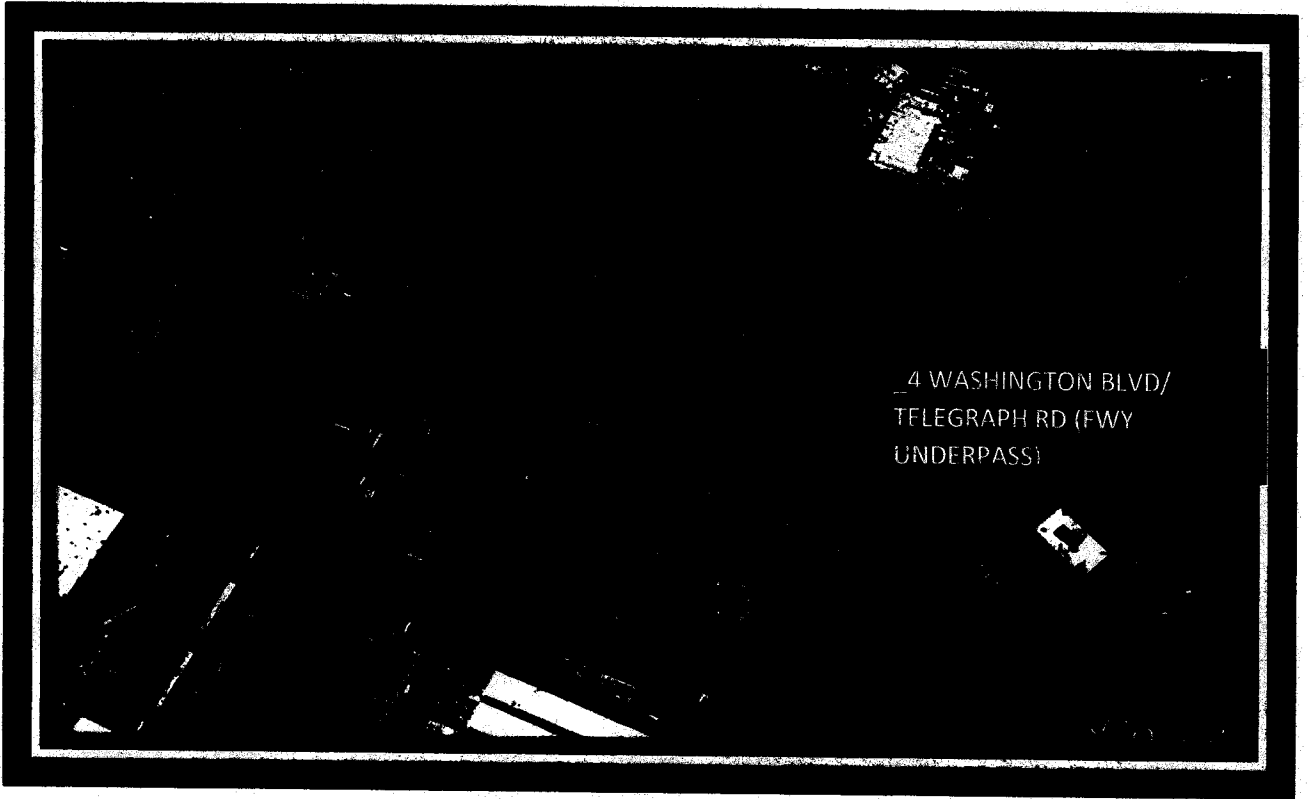
\_2 EASTERN AVE (RAILROAD UNDERPASS S/O COMMERCE WAY)

Pump Stations Location Map 3





Pump Stations Location Map 4







# AGENDA REPORT

MEETING DATE: December 17, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT ("AGREEMENT") WITH CRAIG REALTY GROUP CITADEL, LLC ("CRG CITADEL") FOR PAVEMENT REPAIRS AND RESTRIPING OF CAMFIELD AVENUE, FLOTILLA STREET, HOEFNER AVENUE, SMITHWAY STREET, TUBEWAY AVENUE AND TELEGRAPH ROAD

## RECOMMENDATION:

Approve and adopt the Resolution approving a Reimbursement Agreement ("Agreement") with Craig Realty Group Citadel, LLC ("CRG Citadel") for pavement repairs and restriping of Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND/ANALYSIS:

At the City Council meeting of December 3, 2013, Council received an update from staff including the final account reconciliation regarding the Reimbursement Agreement with Craig Realty for pavement repairs and restriping of Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road. The attached Reimbursement Agreement is presented for Council approval.

On August 5, the City Council partnered with Craig Realty for road repairs and restriping of Camfield Avenue, Flotilla Street, Hoefner Avenue, Smithway Street and Tubeway Avenue as part of a Clean-Up Day in Commerce, around The Citadel Outlets Center. The event also included volunteers performing various tasks such as litter/weed abatement, sweeping, painting, and curb washing; all intended to improve and maintain the area.

As presented at the December 3<sup>rd</sup>, City Council meeting, the cost of the project was **\$100,528.95**, and with the final allocation as follows:

• <b>Tubeway Repaving</b>	<b><u>\$63,975.00</u></b>
○ CRG Citadel	\$21,325.00
○ The Commerce Casino	\$21,325.00
○ City of Commerce	\$21,325.00
• <b>Smithway Seal Coating, Pothole Patching on Telegraph, "V" Gutter Replacement</b>	<b><u>\$36,553.95</u></b>
○ CRG Citadel	\$15,526.97
○ City of Commerce	\$15,526.97
○ Danny Collins Productions	\$ 5,000.00
○ Local Business	\$ 500.00

**FISCAL IMPACT**

The work required under the Reimbursement Agreement totaled **\$100,528.95**. The City's share ended up being **\$36,851.97** (**\$3,749.78** less that original estimate of **\$40,601.75**). The city fulfilled its commitment by issuing a check to Ben's Asphalt for \$58,176.97 (inclusive is the Casino's allocation – the Casino submitted a check directly to the city).

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

The agenda report is in furtherance of Council's strategic goal to *"Protect and Enhance Quality of Life in the City of Commerce."* The City's ability to maintain its infrastructure in an effective and efficient manner directly/indirectly impact quality of life issues of our community.

Respectfully submitted:



Jorge Rifa  
City Administrator

Reviewed by:



Alex Hamilton  
Assistant Director of Development Services

Recommended and prepared by:



Alex Hamilton  
Assistant Director of Development Services

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Approve as to form:



Eduardo Olivo  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT ("AGREEMENT") WITH CRAIG REALTY GROUP CITADEL, LLC ("CRG CITADEL") FOR PAVEMENT REPAIRS AND RESTRIPING OF CAMFIELD AVENUE, FLOTILLA STREET, HOEFNER AVENUE, SMITHWAY STREET, TUBEWAY AVENUE AND TELEGRAPH ROAD

WHEREAS, on August 5, 2013, the City Council approved a partnership with CRG Citadel for road repairs and restriping of Camfield Avenue, Flotilla Street, Hoafner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road, near the Citadel Outlets; and

WHEREAS, CRG Citadel, the Commerce Casino and the City of Commerce have agreed to share the cost of the street repairs at a fair and equitable formula; and

WHEREAS, CRG Citadel proceeded with the following work: (1) Tubeway Avenue – 3" cold mill, clean and overlay, install petromat paving fabric, apply oil and asphalt, compact asphalt, restripe all pavement markings; (2) Camfield Avenue, Hoafner Avenue, Flotilla Street, Smithway Street – clean and apply seal coating, and restripe all pavement markings; (3) Smithway Street & Tubeway Avenue – remove "V" gutters, removal & replacement of damaged asphalt plus petromat application; (4) Telegraph Road and Tubeway Avenue – clean and patch potholes with approximately 5 tons of asphalt, remove tree roots to curb line and replace with 6" asphalt in 3 areas of Tubeway Avenue; and (5) Traffic Control Plan and Deputy Public Works Inspection – provide required traffic control plan and deputy public works inspection services to ensure that project is completed per current Public Works Standards (the "Work"); and

WHEREAS, the total cost of the Work was One Hundred Thousand and Five Hundred Twenty Eight Dollars and Ninety Five Cents (\$100,528.95); and

WHEREAS, the City agreed to provide reimbursement to CRG Citadel for the Work in the amount of Thirty Six Thousand and Eight Hundred Fifty One Dollars and Ninety Seven Cents (\$36,851.97); and

WHEREAS, the Reimbursement Agreement must now be approved by the City Council.

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

Section 1. The Reimbursement Agreement between the City of Commerce and Craig Realty Group, LLC is hereby approved and ratified. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City Council.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk



**THIS REIMBURSEMENT AGREEMENT** (the "Agreement") dated as of December \_\_\_\_, 2013 (the "Effective Date") is made by and between Craig-Realty Group-Citadel, LLC ("Craig Realty") and the City of Commerce, a municipal corporation (the "City").

### **RECITALS**

WHEREAS, Craig Realty had requested that it be allowed to have certain restriping and asphalt repair work done on Camfield Avenue, Flotilla Street, Hoafner Avenue, Smithway Street, Tubeway Avenue and Telegraph Road, near the Citadel Outlets; and

WHEREAS, the City had not planned to proceed with such a project; and

WHEREAS, Craig Realty made a proposal to the City that would allow the subject work to proceed and provide for some reimbursement by the City; and

WHEREAS, the City allowed the subject work to be completed by Craig Realty and agreed to provide some reimbursement as set forth herein.

### **AGREEMENT**

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

Craig Realty proceeded with the following work: (1) Tubeway Avenue – 3” cold mill, clean and overlay, install petromat paving fabric, apply oil and asphalt, compact asphalt, restripe all pavement markings; (2) Camfield Avenue, Hoafner Avenue, Flotilla Street, Smithway Street – clean and apply seal coating, and restripe all pavement markings; (3) Smithway Street & Tubeway Avenue – remove “V” gutters, removal & replacement of damaged asphalt plus petromat application; (4) Telegraph Road and Tubeway Avenue – clean and patch potholes with approximately 5 tons of asphalt, remove tree roots to curb line and replace with 6” asphalt in 3 areas of Tubeway Avenue; and (5) Traffic Control Plan and Deputy Public Works Inspection – provide required traffic control plan and deputy public works inspection services to ensure that project is completed per current Public Works Standards (the “Work”). Craig Realty made arrangements with a contractor that it deemed suitable to the City Community Development Department and paid all costs incurred order to complete such work. The Work was paid at prevailing wage.

2. **City Reimbursement.**

The total cost of the Work was estimated to be One Hundred Thousand and Five Hundred Twenty Eight Dollars and Ninety Five Cents (\$100,528.95). The City has agreed to provide reimbursement to Craig Realty for the Work in the amount of Thirty Six Thousand and Eight Hundred Fifty One Dollars and Ninety Seven Cents (\$36,851.97).

3. **Independent Contractor.**

Craig Realty and the contractor that it retained to do the Work provided for herein (the “Contractor”) performed such work as wholly independent contractors. Neither Craig Realty nor

the Contractor were an agent, employee, officer or legal representative of the City. Craig Realty and the Contractor were not acting as agents, employees, officers or legal representatives of the City. Craig Realty and the Contractor had no authority to assume or create any commitment or obligations on behalf of the City or bind the City in any respect. This Agreement was not intended to and did not create the relationship of partnership, joint venture or association between the City and Craig Realty or the Contractor.

4. 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: Jorge Rifa, City Administrator

For Craig Realty:

Craig Realty Group-Citadel, LLC  
4100 MacArthur Blvd., Suite 200  
Newport Beach, CA 92660  
Attn: Steve Craig, President

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

5. 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.

6. 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.



7. 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: December \_\_, 2013

By: \_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander, Deputy City Clerk

CRAIG REALTY GROUP-CITADEL, LLC

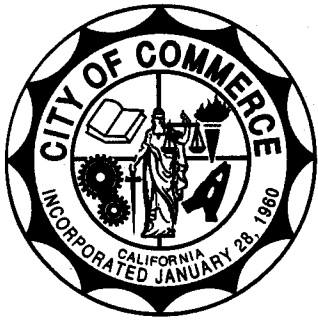
Dated: December \_\_, 2013

By: \_\_\_\_\_  
Steve Craig, President

APPROVED AS TO FORM:

\_\_\_\_\_  
Eduardo Olivo, City Attorney





# AGENDA REPORT

Meeting Date: December 17, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A DRIVEWAY MODIFICATION REIMBURSEMENT AGREEMENT WITH COMMERCE REFUSE TO ENERGY AUTHORITY (CREA) FOR REMOVAL OF EXISTING GRAVEL, CURB, GUTTER, FENCING; EXPAND PAVEMENT AND INSTALL CURBING AT THE CITY'S LNG/LCNG PUBLIC FUELING STATION

## RECOMMENDATION:

Adopt the Resolution approving the Driveway Modification Reimbursement Agreement with CREA; and assign the number next in order.

## MOTION:

Move to approve recommendation.

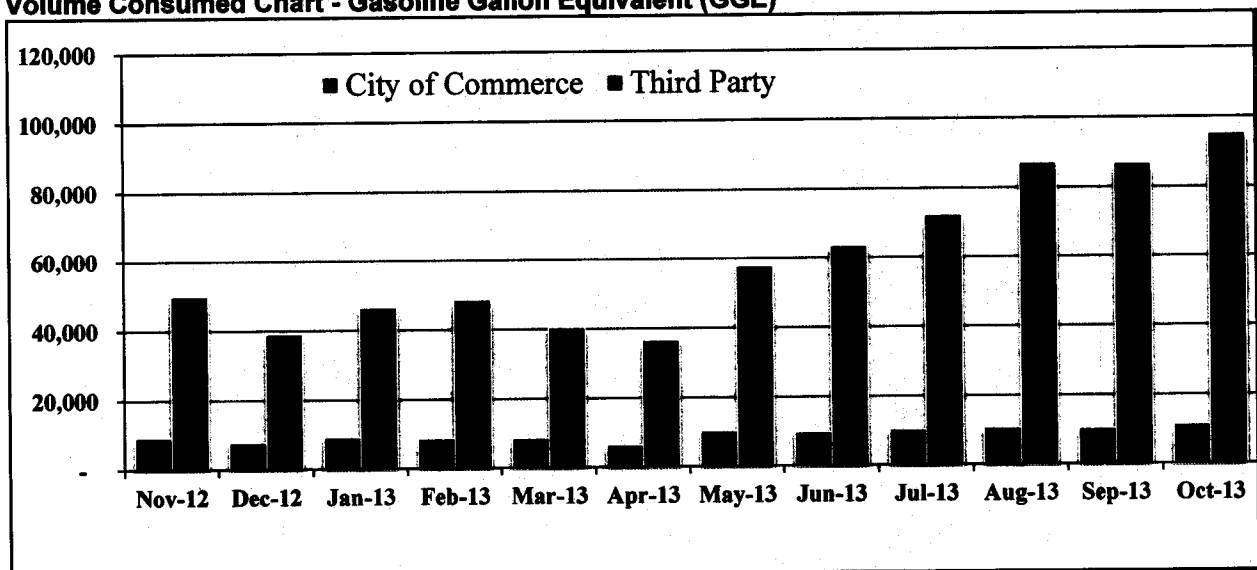
## BACKGROUND:

The City owns and operates a compressed/liquid natural gas public fueling station on a portion of CREA's property located at 5926 S. Sheila Street, Commerce, California 90040, which it uses to fuel its vehicle fleet and to sell to third-party customers. The City leases the property from CREA for the station. CREA and the City have agreed to modify a portion of the driveway leading to the City's fueling station in order to reduce City traffic congestion leading to the station. The driveway is on CREA's property and the City has agreed to pay all of the incurred cost for the driveway modification, and CREA estimates the cost will be approximately \$75,000.

## ANALYSIS:

Over the past twelve month period (November 2012 – October 2013), outside usage of the City's LNG/LCNG fueling station has continued to increase (see volume consumed chart below), which is impacting traffic flow entering/exiting the station.

Volume Consumed Chart - Gasoline Gallon Equivalent (GGE)



As such, the driveway modification is needed to improve overall traffic flow at the City's LNG/LCNG public fueling station. The Reimbursement Agreement provides that CREA will perform the driveway modification. As part of the driveway modification work, CREA will remove existing gravel, curb, gutter, fencing, and pave approximately 4,208 sq. ft., and install 151 sq. ft. of curbing. The City has agreed to reimburse CREA for the driveway modifications.

**FISCAL IMPACT:**

The work required under the driveway modification reimbursement Agreement is estimated at \$75,000, which shall be paid using funds from the CNG/LCNG Fuel Sales Revenue Account (57-5100-36134).

Under the Federal Transit Administration (FTA) - Revenue Guidelines (49 CFR 18.32 (b)): The City's CNG Station fuel revenue is deemed incidental use; as such, the revenue can be used to cover transit operating expenses. Incidental use is defined as the authorized use of real property (and equipment) acquired with FTA funds for purposes of transit, but which also has limited non-transit purposes due to transit operating circumstances. Income received may be retained by the City (without returning the Federal share) if the income is used for eligible transit capital and operating expenses only.

Therefore, the driveway modification project can be carried out without any impact to the City's General Fund.

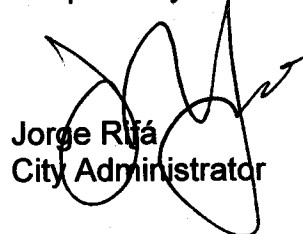
**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This agenda item relates to the 2012 strategic planning goal: "review and update services and activities to increase efficiency", as the proposed recommendation outlined in this report assists in mitigating traffic congestion at the City's CNG/LCNG public fueling station.

Recommended by:

  
Claude McFerguson  
Director of Transportation

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Budget Impact Review by:

  
Vilko Domic  
Director of Finance

Approved as to Form:

  
Eduardo Olivo  
City Attorney

Attachment: Driveway Modification Reimbursement Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A DRIVEWAY MODIFICATION REIMBURSEMENT AGREEMENT WITH COMMERCE REFUSE TO ENERGY AUTHORITY (CREA) FOR REMOVAL OF EXISTING GRAVEL, CURB, GUTTER, FENCING; EXPAND PAVEMENT AND INSTALL CURBING AT THE CITY'S LNG/LCNG PUBLIC FUELING STATION

WHEREAS, the City of Commerce (the "City") owns and operates a compressed/liquid natural gas public fueling station on a portion of CREA's property located at 5926 S. Sheila Street, Commerce, California 90040, which it uses to fuel its vehicle fleet and to sell to third-party customers. The City leases the property from CREA for the station; and

WHEREAS, CREA and the City have agreed to modify a portion of the driveway leading to the City's fueling station in order to reduce City traffic congestion leading to the fueling station; and

WHEREAS, over the past twelve month period (November 2012 – October 2013), outside usage of the City's LNG/LCNG fueling station has continued to increase, which is impacting traffic flow entering/exiting the station; and

WHEREAS, the driveway modification is needed to improve overall traffic flow at the City's LNG/LCNG public fueling station; and

WHEREAS, the Reimbursement Agreement provides that CREA will perform the driveway modification; and

WHEREAS, the City has agreed to reimburse CREA for the driveway modifications.

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

Section 1. The Driveway Modification Reimbursement Agreement between the City of Commerce and Commerce Refuse to Energy Authority is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 17<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria Alexander  
Deputy City Clerk



## **Driveway Modification Reimbursement Agreement**

This Driveway Modification Reimbursement Agreement ("Agreement") is dated January \_\_\_, 2014 and is between COMMERCE REFUSE TO ENERGY AUTHORITY, a joint powers authority organized and existing under the Joint Exercise of Powers Act, Calif. Government Code §§6500 *et seq.* ("CREA") and the CITY OF COMMERCE, a municipal corporation ("City").

City owns and operates a compressed/liquid natural gas station on a portion of CREA's property located at 5926 South Sheila Street in the City of Commerce, California, which it uses to fuel its vehicle fleet and to sell to third-party customers. The City leases the property from CREA for the station. CREA and the City have agreed to modify a portion of the driveway leading to the City's compressed natural gas station in order to reduce City traffic congestion leading to the station. The driveway is on CREA's property and the City has agreed to pay all of the costs incurred for the driveway modification, which CREA estimates will cost approximately \$75,000. In accordance with the benefits accruing to both parties hereto and the aforementioned agreements, City has agreed to reimburse all of the above-described driveway modification costs in accordance with the following terms:

1. CREA will perform the driveway modification work shown on the graphic depiction attached hereto. As part of this driveway modification work, CREA will remove existing gravel, curb, gutter, fencing, and pave approximately 4,208 sq. ft., and install 151 sq. ft. of curbing. (Hereafter the "Project.")
2. CREA will perform the above-described Project work using a contractor of its choice.
3. City's reimbursement payments pursuant to this Agreement shall be made directly to CREA only in response to CREA's statements showing actual incurred and paid Project costs. Said City Project payments shall be fully due and payable within 30 days of its receipt of the aforementioned Project costs statements from CREA and proof of all liens being released.
4. Neither party shall sell, assign or otherwise transfer by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
5. No amendment, modification, or change to this Agreement will be effective unless the amendment, modification or change is in writing and duly executed by both parties.
6. The parties hereto each warrant that the persons executing this Agreement on their behalf are legally authorized to do so.

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be duly executed as of the date first written above.

**COMMERCE REFUSE TO ENERGY  
AUTHORITY**

By: \_\_\_\_\_  
Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:  
LEWIS BRISBOIS BISGAARD & SMITH, LLP**

By: \_\_\_\_\_  
Authority Counsel

**CITY OF COMMERCE**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney





# AGENDA REPORT

MEETING DATE: December 17, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF COMMERCE AND INTELLIBRIDGE PARTNERS

**RECOMMENDATION:**

Approve the proposed Resolution approving an agreement between the City of Commerce and IntelliBridge Partners and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**ANALYSIS:**

The City Clerk position is currently vacant and the recruitment to fill this vacancy is expected to take approximately three months. In an effort to effectively manage daily operations of the City Clerk's office until a permanent replacement is secured, staff is recommending contracting for an Interim City Clerk with IntelliBridge Partners, a highly respected professional services firm that specializes in providing both temporary and permanent public sector personnel.

Staff secured an individual to fill this need on a temporary basis as of December 2, 2013, and is now requesting authorization to continue utilizing her for approximately two more months. It is anticipated the Interim City Clerk will work approximately 32 hours per week.

**FISCAL IMPACT:**

The billing rate for these services is \$79.00 per hour. Existing budget will be used to the extent available. Staff is recommending to fund any excess, including the one-time payout generated by the unanticipated retirement of this position, from the General Fund Unappropriated Fund Balance.

Prepared by:

Michael A. Casalou  
Director of Human Resources

Respectfully submitted by,

Jorge Rifa  
City Administrator

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 AN AGREEMENT BETWEEN THE CITY OF  
COMMERCE AND INTELLIBRIDGE PARTNERS

WHEREAS, the City of Commerce City Clerk's position is currently vacant; and

WHEREAS, the City needs to retain an Interim City Clerk to support the operations of the City Clerk's Office while the City is recruiting for a permanent replacement; and

WHEREAS, staff has contacted Intellibridge Partners, a highly respected professional services firm that specializes in providing both temporary and permanent public sector personnel to assist with this placement; and

WHEREAS, staff has interviewed a potential candidate to fill this interim assignment immediately.

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

Section 1. The Agreement between the City of Commerce and Intellibridge for Interim Personnel Services is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of December, 2013.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





One Firm. All Angles.

November 26, 2013

Michael A Casalou  
Director of Human Resources  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

Dear Mr. Casalou:

In accordance with your request, we are presenting this proposal to provide consulting services to City of Commerce. You have indicated you will require the services of a City Clerk Consultant to perform all statutory duties, including preparation of council agendas, minutes, legal notices, proclamations and declarations and other related duties as assigned.

Following is some important information about our services:

1. **RESPONSIBILITY:** Consulting staff shall report directly to you during this assignment. It is understood that the management of your organization is responsible for the substantive outcome of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of these services.
2. **EMPLOYEE:** Consulting staff at all times will be an employee of IntelliBridge Partners.
3. **INSURANCE:** IntelliBridge Partners maintains general liability, automobile liability, excess liability, workers compensation and employers' liability, and professional liability insurance. Certificates of Insurance are available upon request.
4. **RATES:** The billing rate for these services is \$79.00 per hour. This rate includes the pay rate under the rate of \$54.42 per hour, which is the maximum of the City of Commerce published pay scale and in accordance with CalPERS regulations. Overtime, considered work in excess of 8 hours a day, will be billed at time and a half. Any work performed in excess of 12 hours per day will be billed at double time. The base billing rate will increase 5 percent on the annual commencement date of employment (e.g. every 12 months).
5. **BILLING:** Services will be billed once a month on approximately the first day of the month.

3000 S Street, Ste. 300  
Sacramento, CA 95816  
916 642 7026

2029 Century Park East, Ste. 500  
Los Angeles, CA 90067  
310 277 3373

225 Broadway, Ste. 1750  
San Diego, CA 92101  
619 573 1113

2121 N. California Blvd., Ste. 750  
Walnut Creek, CA 94596  
925 774 0190

4675 MacArthur Court, Ste. 600  
Newport Beach, CA 92660  
949 296 4364

701 Fifth Avenue, Ste. 4256  
Seattle, WA 98104  
206 262 7850

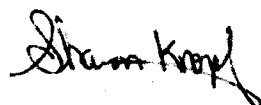
[intellibrIDGEpartners.com](http://intellibrIDGEpartners.com)

Michael A Casalou  
City of Commerce  
Page 3

Thank you for the opportunity to provide this proposal. Please call if you would like to discuss our proposal in more detail. Please acknowledge acceptance of our proposal by signing and returning one copy of this letter for our files.

Very truly yours,

**INTELLIBRIDGE PARTNERS**



**Sharon Kropf, Director**

ACCEPTANCE:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# AGENDA REPORT

MEETING DATE: December 17, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, ADOPTING A SECTION 125 PLAN DOCUMENT

**RECOMMENDATION:**

Approve the proposed Resolution adopting a Section 125 Plan document and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City currently provides a maximum contribution to eligible City employees for Health Insurance. Employees have the option of selecting a plan within the maximum amount provided by the City, or choosing a plan that exceeds the City's contribution. Adopting a Section 125 Plan would allow employees who have out-of-pocket expenses for Health Insurance premiums to elect to withhold a portion of their pre-tax salary to pay for any premium contribution that exceeds the City's contribution amount.

**ANALYSIS:**

A Section 125 Plan offers a simple way to obtain favorable tax treatment for benefits already offered. These plans simply allow employees to withhold a portion of their salary on a pre-tax basis to cover the cost of qualifying insurance premiums, medical expenses and dependent care expenses. Because Section 125 Plan benefits are free from federal and state income tax, an employee's taxable income is reduced, which increases take-home pay. Additionally, because the Section 125 Plan reduces employee gross income for purposes of income tax, the employer also enjoys a reduction in their payroll tax liability by eliminating matching FICA taxes of 7.65% (Social Security and Medicare).

Additionally, the City currently offers employees with AFLAC, a voluntary supplemental insurance plan that would also be an eligible optional benefit under this plan.

**FISCAL IMPACT:**

The City will experience a minor savings by adopting a Section 125 Plan as payroll taxes will be reduced.

Prepared by:

Michael A. Casalou  
Director of Human Resources

Respectfully submitted by,

Jorge Rifa  
City Administrator

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, ADOPTING A SECTION 125 PLAN DOCUMENT

WHEREAS, the City currently provides a maximum contribution to eligible City employees for Health Insurance. Employees have the option of selecting a plan within the maximum amount provided by the City, or choosing a plan that exceeds the City's contribution; and

WHEREAS, adopting a Section 125 Plan would allow employees who have out-of-pocket expenses for Health Insurance premiums to elect to withhold a portion of their pre-tax salary to pay for any premium contribution that exceeds the City's contribution amount; and

WHEREAS, the City currently offers employees with AFLAC, a voluntary supplemental insurance plan that would also be an eligible optional benefit under this plan; and

WHEREAS, the City will experience a minor savings by adopting a Section 125 Plan as payroll taxes will be reduced.

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

Section 1. The City of Commerce Section 125 Plan is hereby approved. The City Administrator or his designee is hereby authorized to execute all documents on behalf of the City of Commerce that are necessary to implement the Plan.

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

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

MEETING DATE: December 17, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT WITH GRANICUS, INC. FOR THE IMPLEMENTATION OF SEVERAL SOLUTIONS THAT WILL PROVIDE FOR AND PROMOTE TRANSPARENCY, ENAGE THE COMMUNITY, PRODUCE A MORE EFFICIENT AGENDA PROCESS, AND PUBLISHES AN INTEGRATED PUBLIC RECORD THROUGH THE CITY'S WEBSITE

**RECOMMENDATION:**

Approve and adopt the Resolution approving an agreement with Granicus, Inc for the implementation of several solutions that will provide for and promote transparency, engage the community, produce a more efficient agenda process, and publishes an integrated public record through the City's website; and assign the number next in order.

Appropriate \$30,708 from the General Fund Undesignated Fund Balance to facilitate the implementation and maintenance of the solutions for the remainder of FY 2013-14.

**MOTION:**

Move to approve the recommendations.

**BACKGROUND/ANALYSIS:**

Workflow Automation and Efficiency, Streamline Processes, Savings in Staff Time, and Promote Sustainability by Going Paperless are just a few phrases that we used years back when describing our technological vision for the organization. In early 2012, staff began looking to streamline our existing document management process to be more efficient, save staff time, and reduce paper usage in order to be more sustainable and transparent for our community. So, this was the perfect time to take a big picture look at the entire process. The city's goals were to run creation of our agenda and minutes more efficiently, connect more closely with our community, and be more open and accountable to our citizens. The approval of the agreement with Granicus will result in the implementation of several solutions that will enable our organization to connect with our citizens (residential and/or industrial) in meaningful new ways online. The solutions will also help boost staff efficiency and control costs through automated online processes that can be managed at anytime, from any location.

Staff is proposing that the following Suite's be implemented:

**Government Transparency Suite** -- The Government Transparency Suite gives citizens greater access to public meetings and records online which will take us to the next step towards transparency and stream meetings and events live, link related documents to video, and provide advanced searching of archives.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics

**Meeting Efficiency Suite** -- The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording which captures and publishes minutes, saving staff time and cutting administrative costs. It records roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. VoteLog allows the public to track legislation, ordinances and even voting member records through our website.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes

**Legislative Management Suite** -- The Legislative Management Suite offers a complete and automated agenda workflow solution. It creates agenda items and assigns them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication

**Citizen Participation Suite** -- The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Additionally, citizens will be able to electronically submit comments for agenda items using an online form tied to your upcoming meeting agenda. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions.

- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions
- Access community ideas, demographics, and feedback on an iPad with iLegislate

### **Some Key Benefits**

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
  - Over 1,000 clients in all 50 states, at every level of government
  - Over 31 million government webcasts viewed
  - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions

- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating

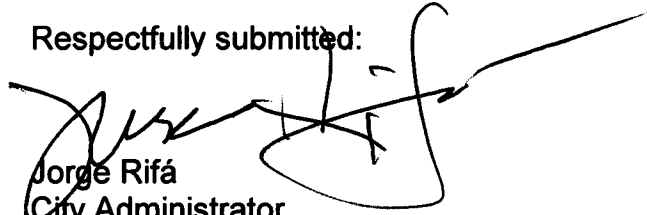
**FISCAL IMPACT:**

The work required under this Agreement and associated cost is as follows:


Item	Upfront Investment	Monthly Investment
Open Platform	\$0	\$0
Government Transparency Suite	\$4,600	\$215
Meeting Efficiency Suite	\$3,000	\$200
Legislative Management Suite	\$18,050	\$390
Citizen Participation Suite	<u>\$0</u>	<u>\$375</u>
<b>TOTAL</b>	<b>\$25,650</b>	<b>\$1,180</b>

If the City Council approves the agreement, staff is recommending that the funding for this fiscal year come from the savings associated with Security Camera Installation / Upgrade project (the Council allocated **\$250,000** for that project, with only **\$205,632** projected to be expended to facilitate that implementation – a savings of **\$44,368**). The savings is more than adequate to cover the projected cost of **\$30,708** for the remainder of the current fiscal year.

Respectfully submitted:

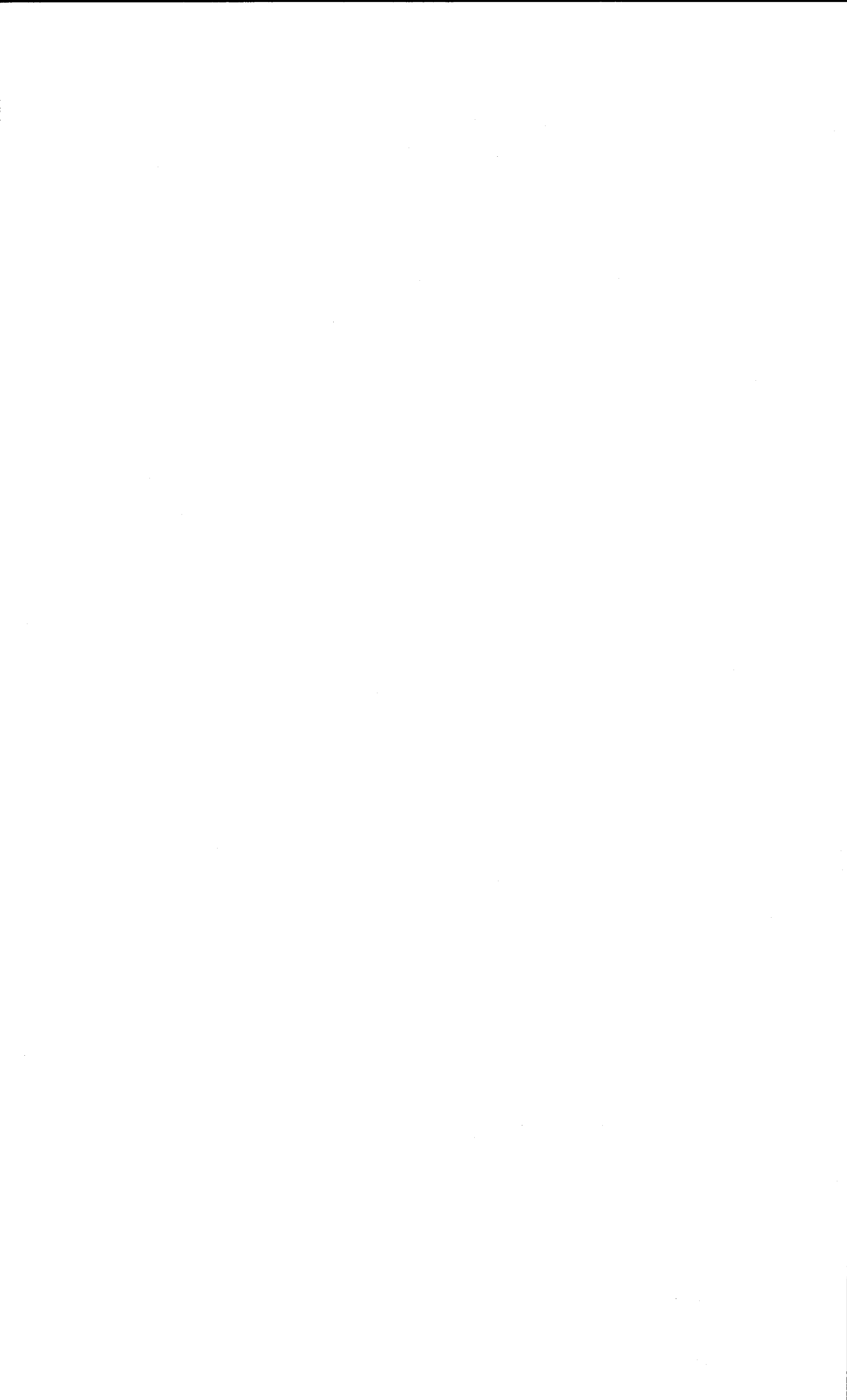
  
 Jorge Rifá  
 City Administrator

Recommended 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 AN AGREEMENT WITH GRANICUS, INC. FOR THE IMPLEMENTATION OF SEVERAL SOLUTIONS THAT WILL PROVIDE FOR AND PROMOTE TRANSPARENCY, ENAGE THE COMMUNITY, PRODUCE A MORE EFFICIENT AGENDA PROCESS, AND PUBLISHES AN INTEGRATED PUBLIC RECORD THROUGH THE CITY'S WEBSITE

WHEREAS, in early 2012, staff began looking to streamline our existing document management process to be more efficient, save staff time, and reduce paper usage in order to be more sustainable and transparent for our community; and

WHEREAS, Granicus, Inc. is an experienced provider of government transparency, citizen participation, meeting efficiency and legislative management solutions; and

WHEREAS, the approval of the agreement with Granicus will result in the implementation of several solutions that will enable the City to boost staff efficiency and control costs through automated online processes.

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

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

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





## GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 2013 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and the City of Commerce (the "Client").

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

### 1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. "Managed Services" shall mean the services provided by Granicus to Client as detailed in Exhibit A. "Managed Services Fee" shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

### 2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

### 3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

3.3 Granicus, Inc. shall send all invoices to:

Name: Vilko Domic  
Title: Finance Director  
Address: 2535 Commerce Way, Commerce, CA 90040

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI/>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party

cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

#### 4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

#### 6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss

of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

## 7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

## 8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement,

and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

## 9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

## 10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

[The remainder of this page left blank intentionally]

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**GRANICUS, INC.**

By: \_\_\_\_\_

Name: Tom Spengler

Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120  
San Francisco, CA 94107

Date: \_\_\_\_\_

**CITY OF COMMERCE**

By: \_\_\_\_\_

Name: Joe Aguilar

Its: Mayor

Address:

2535 Commerce Way  
Commerce, CA 90040

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Eduardo Olivo  
City Attorney

### Budgetary Impact

The solution was based on the City of Commerce’s specific transparency, meeting management, legislative workflow and citizen collaboration needs. The investment reflects our commitment to supply the highest value and quality software and support.

### Investment Details

Item	Upfront Investment	Monthly Investment
Open Platform	\$0.00	\$0.00
Government Transparency Suite	\$4,600.00	\$430.00
Meeting Efficiency Suite	\$3,000.00	\$400.00
Legislative Management Suite	\$18,050.00	\$780.00
Citizen Participation Suite	\$0.00	\$750.00
<b>TOTAL</b>	<b>\$25,650.00</b>	<b>\$2,529.00</b>

- 50% off Promotion: Clients who enter into an agreement with Granicus, with a minimum two (2) year term, to purchase a Suite prior to December 27, 2013 are eligible for a one-time promotion. As part of this promotion, Client will receive Monthly Managed Service Fees (“MMS”) on the new Suite at a fifty percent (50%) discount during the initial six (6) months of billing. Discounted billing for Monthly Managed Services will start after deployment has been completed. The MMS pricing will revert to one hundred percent (100%) of the regular price (two times the promotion price) at the beginning of the seventh month of service. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client’s current services are not affected by this promotion. This promotion cannot be used in conjunction with any other discount or promotion.
- Fifty percent (50%) of all up-front fees are due upon Granicus’ receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client’s use. For Legislative Management, deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client’s use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

[The remainder of this page is left blank intentionally.]



## EXHIBIT B

### SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 600 Harrison Street, Suite 120, San Francisco, California, 94107.

(b) Telephone Numbers. Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at [customercare@granicus.com](mailto:customercare@granicus.com).

2. Recognized Client Representatives. Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. Support Policy. When Granicus receives notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

5. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

*[End of Support Information]*

## EXHIBIT C

### GRANICUS, INC.

#### HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the "**Hardware**") provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price.** The price for the Hardware shall be the price specified in the Proposal.
2. **Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Service Response Time.** For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
  - a. Mount server on client rack (if applicable)
  - b. Connecting original network cables.
  - c. Connecting original audio and video cables (if applicable).
5. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. **Hardware.** In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to

the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not be guaranteed.

7. **Purchased Hardware Warranty.** For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

8. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

9. **Client Changes to Hardware Prohibited.** Client shall not install any software or software components that have not been agreed upon in advance between client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

*[end of Hardware Exhibit]*

**EXHIBIT D**

**TRADEMARK INFORMATION**

**Granicus Registered Trademarks ®**



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

**Granicus Trademark Names ™**

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

**Client Trademarks**

## **EXHIBIT E**

### **TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT**

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.



# AGENDA REPORT

DATE: December 17, 2013

TO: HONORABLE CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
SUBJECT: UPDATE ON THE STATUS OF THE DIGITAL BILLBOARDS ORDINANCE

## RECOMMENDATION:

Receive an update from staff on the status of the digital billboard ordinance and provide appropriate direction.

## MOTION:

Move to approve the recommendation.

## BACKGROUND AND DISCUSSION:

On July 26, 2013, staff provided a draft of the digital billboard ordinance to representatives of the billboard industry, as well as other interested parties. Comments on the draft were received, and staff met with the interested parties on November 5, 2013. Issues raised during the meeting included, but are not limited to the following:

- Clarification was requested regarding the proposed replacement requirement and whether or not a new digital sign (not replacing an existing sign) be placed in the C-2, M-1, and M-2 zones?
- Should distance between signs be measured using radius or linear measurement?
- The Citadel property owner wants to convert on-site digital signs to off-site digital signs. The draft ordinance does not directly address this at this time.
- Should the City consider a lottery system or other mechanism to create equity in the permit application process once the ordinance is adopted?
- With regard to sign height, the City should consider providing flexibility given: 1) some existing signs are taller than 45 feet today and 2) the effects of the I-5 freeway widening are not yet known.
- Should the City accept sign credits that have been obtained from Caltrans?
- The definition of "static" must be clear.
- How does the ordinance address a property owner that wants to terminate a lease of an existing off-site sign company and then allow a new off-site digital on the same property? Is this considered a replacement or a new sign?
- The City should consider adding a requirement to address malfunctioning signs, such as "the sign shall be turned off if at least 50 percent of the sign area is not working."

**NEXT STEPS:**

Below is a list of next steps with respect to the draft digital billboard ordinance. Staff anticipates completion of these over the next 4 to 6 months.

1. Staff and legal counsel are currently reviewing all comments received from the billboard companies and interested parties.
2. Upon completion of the review, additional amendments to the draft ordinance will be made and further correspondence with the sign companies and interested parties will take place.
3. Once the ordinance is ready for public hearings, it will be forwarded to the Planning Commission for their review. Staff will ask the Commission to make a recommendation to the City Council.
4. Upon receiving the Planning Commission's recommendation, the ordinance will be forwarded to the City Council for review and adoption.

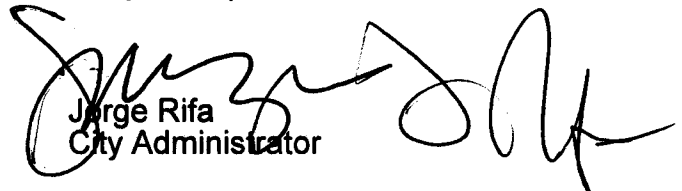
**FISCAL IMPACT:**

None.

**RELATIONSHIP TO 2011 STRATEGIC GOALS:**

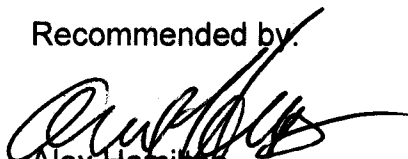
This agenda report relates to the 2011 strategic planning goal: *"Protect and Enhance the Quality of Life in the City of Commerce"*.

Respectfully submitted,



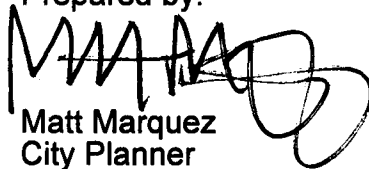
Jorge Rifa  
City Administrator

Recommended by:



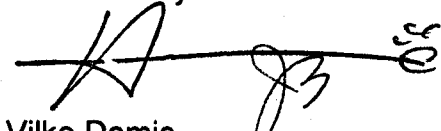
Alex Hamilton  
Assistant Director of Development Services

Prepared by:



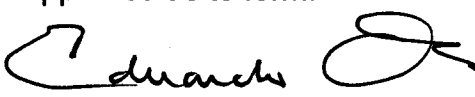
Matt Marquez  
City Planner

Reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney





# AGENDA REPORT

DATE: December 17, 2013

**TO:** Honorable City Council and Successor Agency

**FROM:** City Administrator/Executive Director

**SUBJECT:** APPROVAL OF MINUTES

**RECOMMENDATION:**

Approve respectively, various meeting minutes from years 2008 through 2013, of the City Council, Commerce Community Development Commission and the Successor Agency to the Commerce Community Development Commission, as identified on Attachment "A".

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

Pursuant to California Government Code Section 36814, a City Council "shall cause the clerk to keep a current record of its proceedings". Government Code Section 40801 additionally requires a city clerk to "keep an accurate record of the proceeding of the legislative body...in books bearing appropriate titles and devoted exclusively to such purposes".

The prior long time City of Commerce City Clerk prepared draft minutes and/or notes for each city council meeting in accordance with legal requirements. However, minutes were not always prepared in a final format during a period of time dating back to calendar year 2008, and the City Council did not review or approve any of the subject "draft" minutes at subsequent City Council meetings. These minutes have now been prepared in final form by the clerk's office, and recently reviewed by the City Attorney, and are now ready for City Council review and approval.

Staff believes that Council/Agency approval of prior meeting minutes is essential in providing a complete and transparent public record of the City's legislative history. Approval of the minutes is a ministerial action by the City Council and a councilmember need not abstain from voting on a specific set of minutes because he/she was not at a meeting or does not recall meetings going back to 2008.

Following Council/Agency approval of this action, the City Attorney/Agency Counsel will review and the City Clerk will finalize any remaining unapproved past meeting minutes and prepare a subsequent report for City Council/Successor Agency approval.

**FISCAL IMPACT:** None

**RELATION TO CITY GOALS:**

The City Clerk has a statutory obligation to **prepare** an accurate record of the proceedings of the legislative body. Changes in procedures **are in process to ensure** that all future City Council/Successor Agency meeting minutes **are prepared and finalized in a timely manner**.

Fiscal Impact Reviewed by:

  
Vilko Domic  
Finance Director

Respectfully submitted,

  
Jorge Rifa  
City Administrator/Executive Director

Approved as to form:

  
Eduardo Olivo  
City Attorney/Agency Counsel

**AGENDA ITEM No. 11**



## ATTACHMENT "A"

### CITY COUNCIL AND COMMERCE COMMUNITY DEVELOPMENT COMMISSION AND THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION MINUTES

1. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 2, 2008.
2. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 15, 2008.
3. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 22, 2008. (Draft of minutes has been typed out. Minutes are redlined for corrections.)
4. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 29, 2008.
5. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 5, 2008.
6. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 19, 2008.
7. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 4, 2008.
8. Minutes of the Special Meeting of the City Council of the City of Commerce held on March 11, 2008.
9. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 18, 2008.
10. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 1, 2008.
11. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 15, 2008.
12. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 6, 2008.
13. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 13, 2008.
14. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 20, 2008.
15. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 28, 2008.
16. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 2, 2008.

17. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 3, 2008.
18. Minutes of the Joint Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 5, 2008.
19. Minutes of the Joint Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 9, 2008.
20. Minutes of the Joint Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 10, 2008.
21. Minutes of the Joint Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 11, 2008.
22. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 17, 2008.
23. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 1, 2008.
24. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 15, 2008.
25. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on August 4, 2008.
26. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on August 5, 2008.
27. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on August 19, 2008.
28. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 2, 2008.
29. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 16, 2008.
30. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on October 7, 2008.
31. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on October 21, 2008.
32. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on November 4, 2008.
33. Minutes of the Special Meeting of the City Council of the City of Commerce held on November 12, 2008.
34. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on November 18, 2008.
35. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on December 2, 2008.
36. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on December 16, 2008.
37. Minutes of the Concurrent Adjourned Regular Meetings and Current Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on December 18, 2008.

38. Minutes of the Joint Special Meeting of the City Council of the City of Commerce and the Commerce Community Development Commission held on December 30, 2008.
39. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 6, 2009.
40. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 13, 2009.
41. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 20, 2009.
42. Minutes of the Special Meeting of the City Council of the City of Commerce held on January 27, 2009.
43. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 3, 2009.
44. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 10, 2009.
45. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 17, 2009.
46. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 24, 2009.
47. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 3, 2009.
48. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 17, 2009.
49. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 19, 2009.
50. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 7, 2009.
51. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 9, 2009.
52. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 16, 2009.
53. Minutes of the Joint Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 18, 2009.
54. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 21, 2009.
55. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 23, 2009.

56. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 30, 2009.
57. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 5, 2009.
58. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 7, 2009.
59. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 19, 2009.
60. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 21, 2009.
61. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 26, 2009.
62. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 28, 2009.
63. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 2, 2009.
64. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 4, 2009.
65. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 9, 2009.
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67. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 23, 2009.
68. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on June 30, 2009.
69. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 7, 2009.
70. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 21, 2009.
71. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Planning Commission of the City of Commerce held on July 28, 2009.
72. Minutes of the Special Meeting of the City Council of the City of Commerce held on July 28, 2009.
73. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 21, 2009.

74. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on August 11, 2009.
75. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on August 18, 2009.
76. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 1, 2009.
77. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 8, 2009.
78. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 15, 2009.
79. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 29, 2009.
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81. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on October 20, 2009.
82. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Planning Commission of the City of Commerce held on October 27, 2009.
83. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on November 3, 2009.
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93. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 2, 2010.
94. Minutes of Special Meeting of the City Council of the City of Commerce held on March 9, 2010.

95. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 16, 2010.
96. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 18, 2010.
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98. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 25, 2010.
99. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 1, 2010.
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103. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 22, 2010.
104. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 4, 2010.
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106. Minutes of Special Meeting of the City Council of the City of Commerce held on May 17, 2010.
107. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on May 18, 2010.
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109. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 1, 2011.
110. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 15, 2011.
111. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 1, 2011.
112. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 15, 2011.
113. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 22, 2011.



114. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on March 24, 2011.
115. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 5, 2011.
116. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 12, 2011.
117. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on April 19, 2011.
118. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 5, 2011.
119. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 12, 2011.
120. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 13, 2011.
121. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 19, 2011.
122. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on July 19, 2011.
123. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on August 3, 2011.
124. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on August 16, 2011.
125. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 1, 2011.
126. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 6, 2011.
127. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 19, 2011.
128. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 19, 2011.
129. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 20, 2011.
130. Minutes of the Concurrent Adjourned Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on September 20, 2011.
131. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on October 4, 2011.
132. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on October 11, 2011.

133. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on October 24, 2011.
134. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on October 25, 2011.
135. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on November 1, 2011.
136. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on November 15, 2011.
137. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 3, 2012.
138. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 17, 2012.
139. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on January 31, 2012.
140. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Commerce Community Development Commission held on February 7, 2012.
141. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 7, 2012.
142. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 16, 2012.
143. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 21, 2012.
144. Minutes of the Concurrent Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 21, 2012.
145. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 27, 2012.
146. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 6, 2012.
147. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 6, 2012.
148. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 13, 2012.
149. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 20, 2012.

150. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 20, 2012.
151. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 26, 2012.
152. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on April 3, 2012.
153. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on April 3, 2012.
154. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on April 10, 2012.
155. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on April 17, 2012.
156. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 1, 2012.
157. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 1, 2012.
158. Minutes of the Special Meeting of the City Council of the City of Commerce held on May 2, 2012.
159. Minutes of the Special Meeting of the City Council of the City of Commerce held on May 3, 2012.
160. Minutes of the Special Meeting of the City Council of the City of Commerce held on May 8, 2012.
161. Minutes of the Adjourned Special Meeting of the City Council of the City of Commerce held on May 9, 2012.
162. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 15, 2012.
163. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 15, 2012.
164. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 30, 2012.
165. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on June 5, 2012.

166. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on June 5, 2012.
167. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on June 13, 2012.
168. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on June 19, 2012.
169. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on June 19, 2012.
170. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on June 26, 2012.
171. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on July 3, 2012.
172. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on July 3, 2012.
173. Minutes of the Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on July 10, 2012.
174. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on July 17, 2012.
175. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on July 17, 2012.
176. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on August 6, 2012.
177. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on August 6, 2012.
178. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on August 7, 2012.
179. Minutes of the Special Meeting of the City Council of the City of Commerce held on August 14, 2012.
180. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on August 21, 2012.
181. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on August 21, 2012.

182. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on September 4, 2012.
183. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on September 4, 2012.
184. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on September 18, 2012.
185. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on September 18, 2012.
186. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on October 2, 2012.
187. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on October 2, 2012.
188. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on October 16, 2012.
189. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on October 16, 2012.
190. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on November 5, 2012.
191. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on November 6, 2012.
192. Minutes of the Special Meetings of the Successor Agency to the Commerce Community Development Commission held on November 13, 2012.
193. Minutes of the Concurrent Adjourned Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on November 13, 2012.
194. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on November 20, 2012.
195. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on November 27, 2012.
196. Minutes of the Concurrent Adjourned Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on December 4, 2012.
197. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on December 4, 2012.

198. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on December 18, 2012.
199. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on December 18, 2012.
200. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on January 2, 2013.
201. Minutes of the Regular Meetings of the City Council of the City of Commerce held on January 9, 2013.
202. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on January 15, 2013.
203. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on January 15, 2013.
204. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on January 22, 2013.
205. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce held on January 23, 2013.
206. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce held on January 29, 2013.
207. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 5, 2013.
208. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 5, 2013.
209. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 19, 2013.
210. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on February 19, 2013.
211. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 5, 2013.
212. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 19, 2013.
213. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on March 26, 2013.

214. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on April 16, 2013.
215. Minutes of the Concurrent Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on April 16, 2013.
216. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on April 23, 2013.
217. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 7, 2013.
218. Minutes of the Concurrent Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 10, 2013.
219. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 14, 2013.
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221. Minutes of the Concurrent Adjourned Special Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 23, 2013.
222. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 23, 2013.
223. Minutes of the Concurrent Adjourned Regular Meetings of the City Council of the City of Commerce and the Successor Agency to the Commerce Community Development Commission held on May 28, 2013.







# AGENDA REPORT

DATE: December 17, 2013

**TO:** Honorable City Council  
**FROM:** City Administrator  
**SUBJECT:** Public Records Requests

**RECOMMENDATION:**

None.

**MOTION:**

Council Discussion.

**BACKGROUND:**

At the December 3, 2013 City Council meeting, Mayor Pro Tem Lilia Leon requested staff to agendize an item on Public Records Requests so that the Council can discuss all aspects of records requests including, but not limited to, the amount of staff time that is expended in fulfilling these requests, the process to make requests, the responsibilities of staff and the potential obligations of requesting parties. In the succeeding paragraphs, staff has provided a synopsis of the California Public Records Act to assist the Council in their deliberations.

California Government Code §6250-§6270 (California Public Records Act) outlines the responsibilities of agencies, including cities, with respect to providing members of the public access to disclosable public records.

Government Code §6253(b) provides that except with respect to public records exempt from disclosure by express provisions of law, "...each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon **payment of fees covering direct costs duplication**, or a statutory fee if applicable..." Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request seeks copies of disclosable public records and shall promptly notify the person making the request of the determination and the reasons therefor. This time period may be extended in unusual circumstances as defined in the code.

Under the Political Reform Act, copies of campaign finance and Conflict of Interest filings shall be provided at a charge not to exceed ten cents (\$0.10) per page. Consistent with this provision in state law and other statutes, the City of Commerce and many other public agencies, have determined that the direct duplication cost of producing all records is \$.10 per page. In connection with preparation of the 2014-15 fiscal year budget, staff will review the charges for records not covered by the Political Reform Act, and determine if these fees need to be revised.

Staff costs are not included in the calculation of direct duplication costs. Requests for records that are routine and can be completed immediately do not involve significant staff time or costs. However, many requests require extensive staff time across departmental lines to search for and collect, and appropriately examine documents. Department Heads and/or the City Clerk often review documents before released to the public to ensure accuracy; the City Attorney reviews various requests to ensure that the records requested are disclosable public records.

In calendar year 2013, the City Clerk's office has processed 120 written requests for public records. It should be noted that the majority of these requests were presented since June of 2013 and the City Clerk's office was short staffed with the sudden retirement of the City Clerk in early July. Additionally, this number does not include phone requests or requests received at a public counter. As mentioned above, some record requests are simple and straight forward.

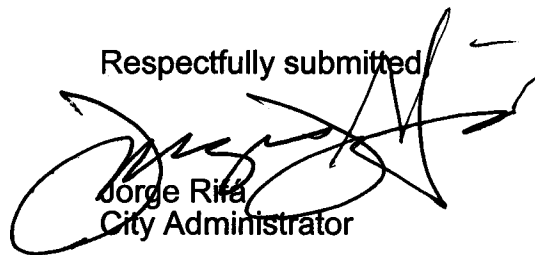
It would be difficult to calculate staff costs, because requests are handled by a number of employees in different classifications, and are reviewed by management positions in the respective departments. Also, state law does not allow the calculation of these costs for such requests to be charged to the requestor of records. Since each request varies, it is difficult to accurately state the amount of staff time involved in processing. It will range in cost from less than \$25 to as much as one thousand dollars or more. For example, a CEQA related inquiry or subpoena can be complex, extensive, and expensive, perhaps in the thousand dollar range plus, and can consist of 300 to 400 pages of documents. Additionally, a request for various e-mails can also result in a significant amount of staff time and can consist of numerous documents.

Approved as to form:



Eduardo Olivo  
City Attorney

Respectfully submitted



Jorge Rifa  
City Administrator



# AGENDA REPORT

DATE: December 17, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA ENACTING A FORTY-FIVE DAY MORATORIUM PURSUANT TO GOVERNMENT CODE SECTION 65858(a) MORATORIUM ON THE ESTABLISHMENT, USE AND OPERATION OF PAWNBROKER, SECOND HAND DEALER, AND MONEY BROKER BUSINESSES

## RECOMMENDATION:

Approve and adopt the Ordinance enacting a forty-five day moratorium on the establishment, use and operation of pawnbroker second hand dealer, and money broker businesses.

## MOTION:

1. Move to read the Ordinance by title only.
2. Move to approve and adopt the Ordinance and assign the number next in order.

## BACKGROUND:

The Commerce City Council has directed staff to amend the City's Zoning Ordinance to update the list of allowable uses in the City's Commercial and Manufacturing Zones, as well as create necessary development and performance standards for said uses. Other Cities which have previously permitted the establishment of pawnbrokers, second hand dealers, money broker businesses, and alike, have recognized an increase in crime and have recognized amongst other things, that the market values, and aesthetic and visual qualities of properties near or adjacent to such businesses might be impaired. In Commerce, Planning staff regularly receives inquiries related to the establishment of pawnshops, check cashing businesses, and cash-for-gold facilities. Currently, the City's Zoning Ordinance lacks the ability to regulate these types of uses. In order to address concerns regarding them, the City must study the potential impacts such facilities may have on the public health safety, and welfare, and consider adopting regulations for them or prohibiting them in the City.

## DISCUSSION:

Currently, the Zoning Ordinance is set up in a way that allows for these uses to occur by right in the City's Commercial Manufacturing (C/M-1) and Light Industrial (M-1) zones, and pursuant to a Conditional Use Permit in the Heavy Industrial (M-2) zone. Allowing for pawnbrokers, second hand dealers and money brokers to establish operations prior to the aforementioned Zoning Ordinance update process would be counterintuitive to the effort being undertaken. Therefore, staff is proposing the adoption of an interim urgency ordinance that would establish a moratorium on these uses. The uses subject to the proposed moratorium are defined below:

- **Pawnbroker.** For the purpose of this Ordinance "pawnbroker" means a person, firm or corporation engaged in conducting, managing or carrying on the business of pawn broking, or the business of loaning money for himself, or any other person, firm or corporation upon pawns or pledges, or the business of purchasing articles of personal property and reselling or agreeing to resell such articles to vendors, or their assignees, at prices agreed upon at or before the time of such purchase. "Pawnshop" means any room, store or place in which any such business is engaged in, carried on or conducted.

- **Second hand dealer.** For the purpose of this Ordinance "secondhand dealer" means any person, co-partnership, firm, or corporation whose business includes buying, selling, trading, taking in pawn, accepting for sale on consignment, accepting for auctioning, or auctioning secondhand tangible personal property. "Secondhand Dealers" include, but are not limited to "cash-for-gold" or other used jewelry purchase and or sales. The term "secondhand dealer" does not include any person, firm or corporation who or which engages in the business of selling genuine antique articles which are purchased by such person directly from a wholesale dealer in such articles, or which are imported into the United States of America by such person.
- **Money broker.** For the purpose of this Ordinance "money broker" means any person, organization, or business entity who or which either as principal or agent (i) loans money secured by personal property or secured by title to personal property or buys personal property, under agreement whereby the borrower or seller is granted the right or option to redeem or repurchase said property; (ii) trades in, takes, or buys assignments of wages already earned by any other person employed or to be employed by any other person; (iii) engages in the business of lending money on wages, salaries, personal property or on endorsements or personal security where such is to be repaid on the installment plan with payments to be made over a period of months or years; (iv) engages in the business of check cashing, payday loan services, or payday advance services; or (v) engages in the business of buying conditional sales contracts, rent notes, the discounting of contractor's notes, or any of the aforementioned activities.

Over the years, many cities, such as but not limited to, Richmond, Glendora, Oakland, Culver City, American Canyon, Rohnert Park, National City, Rancho Cordova, and Windsor have all enacted moratoriums on these types of uses. Government Code § 65858 provides that an urgency measure in the form of an initial interim ordinance may be adopted without prior public notice by a four-fifths vote of the City Council, and such measures will be effective for 45 days following its adoption. Government Code § 65858 further provides that such urgency measure may be extended following compliance with that section for up to an additional 22 months and 15 days beyond the original 45-day period.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2011 STRATEGIC GOALS:**

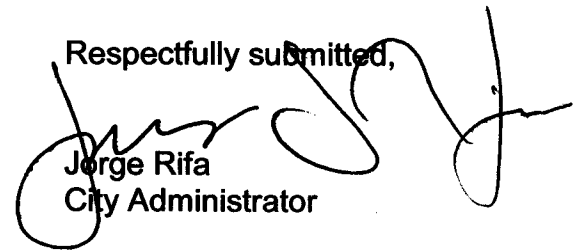
This agenda report relates to the 2011 strategic planning goal: *"Protect and Enhance the Quality of Life in the City of Commerce"*.

Recommended by:



Alex Hamilton  
Assistant Director of Development Services

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

ATTACHMENT: 1) Interim Urgency Ordinance

INTERIM URGENCY ORDINANCE NO. \_\_\_\_\_

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
COMMERCE, CALIFORNIA ENACTING A FORTY-FIVE DAY MORATORIUM  
PURSUANT TO GOVERNMENT CODE SECTION 65858(a) ON THE  
ESTABLISHMENT, USE AND OPERATION OF PAWNBROKER, SECOND HAND  
DEALER, AND MONEY BROKER BUSINESSES

WHEREAS, zoning and other land use chapters contained in the Commerce Municipal Code currently lack the ability to regulate pawnbrokers, second hand dealers, and money broker businesses; and

WHEREAS, in order to address concerns regarding regulations for, or a prohibition of, the establishment and location of pawnbrokers, second hand dealers and money broker businesses, it is necessary for the City of Commerce to study the potential impacts such facilities may have on the public health, safety and welfare, and to consider adoption of regulations based upon said studies; and

WHEREAS, other California Cities which have permitted the establishment of pawnbroker, second hand dealer, and money broker businesses have recognized an increase in crime, such as the sale of illegal drugs in the areas immediately surrounding such uses and/or have recognized that the market values and aesthetic and visual qualities of the properties around or adjacent to such businesses might be impaired; and

WHEREAS, the City Council of the City of Commerce has directed staff to amend the City's zoning ordinance to update the list of allowable uses in the City's Commercial and Manufacturing Zones, as well as create necessary development standards and performance measures for said uses; and

WHEREAS, the City Council desires to insure that, during the pendency of the study activity for the amending of the City's zoning ordinance, use and operation of a pawnbroker, second hand dealer, and money broker business is not established, in use or become operational, so that the regulations produced by the City's study activity will be fully effective; and

WHEREAS, allowing pawnbrokers, second hand dealers, and money broker businesses in the City of Commerce prior to the proper study and adoption of amendments to the City's zoning ordinance may lead to deterioration of the City of Commerce and an increase in criminal activity, and could result in a current and immediate threat to the public, health, safety, or welfare during the study activity and formulation of amendments to the zoning ordinance; and

WHEREAS, the City Council directs that all revisions to the Commerce Municipal Code be pursued as expeditiously as practicable. In order to prevent the frustration of the revisions and the implementation thereof, the public interest, health, safety, and welfare require the immediate enactment of this Ordinance. The absence of this Ordinance would create a serious threat to the orderly and effective implementation of any City Municipal Code amendments, zoning amendments, or amendments to the City's General Plan which may be adopted by the City as a result of the studies, in that further authorization or permitting of such uses within the City may be in conflict with and frustrate the contemplated updates and revisions and may result in the vesting of such uses in conflict with such contemplated updates and revisions; and

WHEREAS, the City Council finds that this Ordinance is necessary in order to protect the City from the effects of such uses including the protection of the City's retail trade, maintenance of property values, and the protection and preservation of the City's neighborhoods; and

WHEREAS, Government Code § 65858 provides that an urgency measure in the form of an initial interim ordinance may be adopted without prior public notice by a four-

fifths vote of the City Council, and such measures will be effective for 45 days following its adoption. Government Code § 65858 further provides that such urgency measure may be extended following compliance with that section for up to an additional 22 months and 15 days beyond the original 45-day period.

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

**Section 1. Legislative Findings.**

A. The above recitals are true and correct and are incorporated herein as if set forth herein. The City Council of the City of commerce is concerned that there are currently no ordinances in the Commerce Municipal Code or Zoning Code (collectively, "Code") adequately regulating or monitoring the location, zoning standards, or other aspects of pawn brokers, second hand dealers or money broker businesses. Furthermore, the City Council is concerned that pawnbrokers, second hand dealers and money brokers may not be compatible with other land uses in the C/M-1 and M-1 zone of the City. Such uses generate concerns for the privacy and safety of local residents and other zoning uses that need to be adequately reviewed and considered by the City. As such, the City Council wishes to consider proper regulations that clarify the proper procedure for the approval of this use in the City.

B. Because the public process of adopting permanent regulations may be lengthy, and because the approval of any business license permit for pawnbroker, second hand dealer, and money broker business during the public process might frustrate the ultimate regulations adopted, the City wishes to adopt an interim ordinance that will take effect immediately and preserve the status quo while the City considers a permanent prohibition.

**Section 2. Authority.**

Pursuant to Government Code § 65858, the City Council may adopt, as an urgency measure, an interim ordinance that prohibits any uses that may be in conflict with a contemplated zoning proposal that the City Council is considering, studying or intends to study within a reasonable period of time.

**Section 3. Urgency Findings.**

The City Council finds and determines that there is an immediate threat to the public health, safety, or welfare and that the approval of a new business license permits for mental health clinics, would result in the threat to the public health, safety or welfare. As described in Section 1, the City Council is concerned that there are currently no ordinances in the Code that adequately monitor the location or zoning standards of pawnbrokers, second hand dealers and money broker businesses. Such lack of regulations generate concerns for the privacy and safety of local residents and other zoning uses that need to be adequately reviewed and considered by the City. Thus, to preserve the public health, safety and welfare, it is necessary that this Ordinance take effect immediately to prevent such harm.

**Section 4. Existing City Code Definitions and Penalties.**

The penalties for land use violations that are prescribed in the City of Commerce Municipal Code shall apply to violations of the provisions of this interim Ordinance. In addition, the following definitions shall apply:

- a. Pawnbroker defined. For the purpose of this Ordinance "pawnbroker" means a person, firm or corporation engaged in conducting, managing or carrying on the business of pawn broking, or the business of loaning money for himself, or any other person, firm or corporation upon pawns or pledges, or the business of purchasing articles of personal property and reselling or agreeing

to resell such articles to vendors, or their assignees, at prices agreed upon at or before the time of such purchase. "Pawnshop" means any room, store or place in which any such business is engaged in, carried on or conducted.

- b. Second hand dealer defined. For the purpose of this Ordinance "secondhand dealer" means any person, co-partnership, firm, or corporation whose business includes buying, selling, trading, taking in pawn, accepting for sale on consignment, accepting for auctioning, or auctioning secondhand tangible personal property. "Secondhand Dealers" include, but are not limited to "cash-for-gold" or other used jewelry purchase and or sales. The term "secondhand dealer" does not include any person, firm or corporation who or which engages in the business of selling genuine antique articles which are purchased by such person directly from a wholesale dealer in such articles, or which are imported into the United States of America by such person.
- c. Money broker defined. For the purpose of this Ordinance "money broker" means any person, organization, or business entity who or which either as principal or agent (i) loans money secured by personal property or secured by title to personal property or buys personal property, under agreement whereby the borrower or seller is granted the right or option to redeem or repurchase said property; (ii) trades in, takes, or buys assignments of wages already earned by any other person employed or to be employed by any other person; (iii) engages in the business of lending money on wages, salaries, personal property or on endorsements or personal security where such is to be repaid on the installment plan with payments to be made over a period of months or years; (iv) engages in the business of check cashing, payday loan services, or payday advance services; or (v) engages in the business of buying conditional sales contracts, rent notes, the discounting of contractor's notes, or any of the aforementioned activities.

**Section 5. Effective Date.**

This interim Ordinance is urgently needed for the immediate preservation of the public safety, health, and welfare. This Ordinance shall be introduced, passed, and adopted at one and the same meeting as an urgency measure, shall take effect immediately upon adoption, and shall be of no further force and effect 45 days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code § 65858.

**Section 6. CEQA Findings.**

The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance may have a significant effect on the environment. This Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

**Section 7. Severability.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof by declared invalid or unconstitutional.

Section 8. Certification.

The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as required by law.

PASSED, APPROVED, and ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_  
2013.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

DATE: December 17, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA REPEALING SECTION 2.10.045 (CAMPAIGN CONTRIBUTION LIMITATIONS – NONELECTION YEARS) OF CHAPTER 2.10 (LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS) OF THE COMMERCE MUNICIPAL CODE -- First Reading

**RECOMMENDATION:**

Read the Ordinance by title only and approve for first reading.

**MOTION:**

Move to read the Ordinance by title only.

Move to approve the Ordinance for first reading.

**BACKGROUND:**

Section 2.10.040 of the Commerce Municipal Code (CMC) imposed campaign contribution limitations in the City of Commerce of one thousand dollars with respect to a single election in support of or opposition to a single candidate or measure, including contributions to all committees supporting or opposing such candidate or measure. Section 2.10.045, which was added in 2012, further provides that, notwithstanding the provisions set forth in Section 2.10.040, no person or councilmember shall solicit or accept, any contribution which will cause the total amount contributed by such person with respect to any calendar year at which said councilmember has not declared his or her candidacy, to exceed one thousand dollars.

On November 19, 2013, the City Council discussed the merits of the campaign contribution limitation imposed by Section 2.10.045 of the CMC. The City Council discussed the matter and ultimately determined that Section 2.10.045 should be repealed. The City Attorney has prepared the attached Ordinance that will repeal Section 2.10.045.

**FISCAL IMPACT:**

No fiscal impact will arise from the adoption of this Ordinance.

Approved as to form,

Eduardo Olivo  
City Attorney

Respectfully submitted,

Jorge Rifa  
City Administrator



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA REPEALING SECTION 2.10.045 (CAMPAIGN CONTRIBUTION LIMITATIONS – NONELECTION YEARS) OF CHAPTER 2.10 (LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS) OF THE COMMERCE MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Section 2.10.045 (CAMPAIGN CONTRIBUTION LIMITATIONS – NONELECTION YEARS) of Chapter 2.10 (LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS) of the Commerce Municipal Code is hereby repealed.

SECTION 2. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 3. Effective Date.

This Ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 4. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF COMMERCE

By: \_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk





# AGENDA REPORT

MEETING DATE: December 17, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT WITH INTEGRATED SECURITY FOR THE INSTALLATION AND/OR UPGRADE OF A HIGH DEFINITION SECURITY SYSTEM AT ALL PUBLIC FACILITIES AND PARKS

## RECOMMENDATION:

Approve and adopt the Resolution approving an agreement with Integrated Security for the installation and/or upgrade of a High Definition Security System at all Public Facilities and Parks, and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND/ANALYSIS:

At the direction of Council member Ivan Altamirano (and concern for public safety at all public venues by all the council members), staff proceeded to evaluate the camera operational systems in place and whether it met our current needs. The following reflects the inventory (location) as it was prior to the assessment, as it is currently, and what installation/upgrade remains:

### System(s) in Place Prior to the Assessment

- Active cameras (200) – all the locations (Transportation, Bristow Park, and the EOC being the exceptions – High Definition Security Surveillance System) are Analog PC based software systems.
  - City Hall – 9 cameras
  - Park Facilities / Open Space – 89 cameras
  - Libraries – 22 cameras
  - Transportation – 32 cameras
  - LCNG Facility – 8 cameras
  - EOC – 8 cameras

In addition, Charter Cameras at 3 bridge/tunnel sites – Triggs, Volmer, and Leonis (8 cameras)

### System(s) Installed and/or Upgraded Subsequent to the Assessment

- Bandini Park – High Definition System (16 HD resolution cameras)
- Atlantic Library – High Definition System (8 HD resolution cameras)

**System(s) / Sites Scheduled To Be Installed and/or Upgraded (All High Definition Systems)**

- CityHall – 24 cameras
- Rosewood Park – 32 cameras
- Veterans Park – 32 cameras
- Senior Center -- 16 cameras
- Central Library – 16 cameras (funded through the project)
- Greenwood Library – 8 cameras
- Teen Center – 16 cameras
- Provisor Building – 8 cameras
- Station 27 – 8 cameras

The **New HD MDVR Systems** will provide the City visibility throughout each of the City's facilities. It will unify the cameras and systems onto one consistent platform that can be managed from the local site and from a remote site. The upgrade will also provide HD Quality cameras for better quality and resolution. In addition, each site will have the wiring framework installed in preparation for the Network architecture upgrade and for future IP based MDVR Systems.

**Installation MDVR System:** All sites will be upgraded to a new 16 channel MDVR HD System; with the removal of the old analog PC based MDVR system.

**Installation Cameras & Wiring:** All sites will be upgraded to an HD Type Video surveillance camera with a 1080p resolution capability and the removal of the old analog standard 720p resolution video camera. Re-purposing of the existing COAX wire, if the wire needs to be replaced, new wire will be run. During this time the frame work for the network upgrade will be installed or layered down by running new CAT5e cable for the projected network upgrade and future IP based MDVR systems.

**Upgrade:** New MDVR HD Systems will have the storage capacity of 4-6 TB Storage with a 30 day retention period.

**Access:** Web Based Access, Application, iPhone, iPad, Local Access, Unlimited Desktop User License.

With health and safety being the underlying current for the upgrade to a high-definition resolution system, other elements accentuated the reasoning for a universal evaluation (and subsequent recommendation to upgrade) of the city's system -- cost effectiveness, a one fabric \ one system compatibility to our future technological infrastructure, and a transition to a IP system in the future will be virtually seamless.

When it's all said and done, the inventory of cameras will have gone from 200 (at 8 locations) to 275 (at 14 locations)

The following are reasons that staff elected to continue its positive working relationship with Integrated Security:

- Efficient and effective product implementation at the Transportation Center, LCNG Facility, and the Emergency Operations Center
- Single point contact for future maintenance of the entire system
- Pricing (demonstrated lowest competitive bid on previous project – Bristow Park)

**FISCAL IMPACT:**

On October 15, 2013, the City Council approved an allocation of **\$250,000** for this project from FY 2012-13 year end surplus funds. The work required under this Agreement (excluding the Central Library Capital Improvement Project) totals **\$205,631.82**. The implementation of the entire represented above will result in a savings of **\$44,368.18**. City staff will return with a report subsequent to completion of the project.

Respectfully submitted:



Jorge Rifa  
City Administrator

Recommended by:

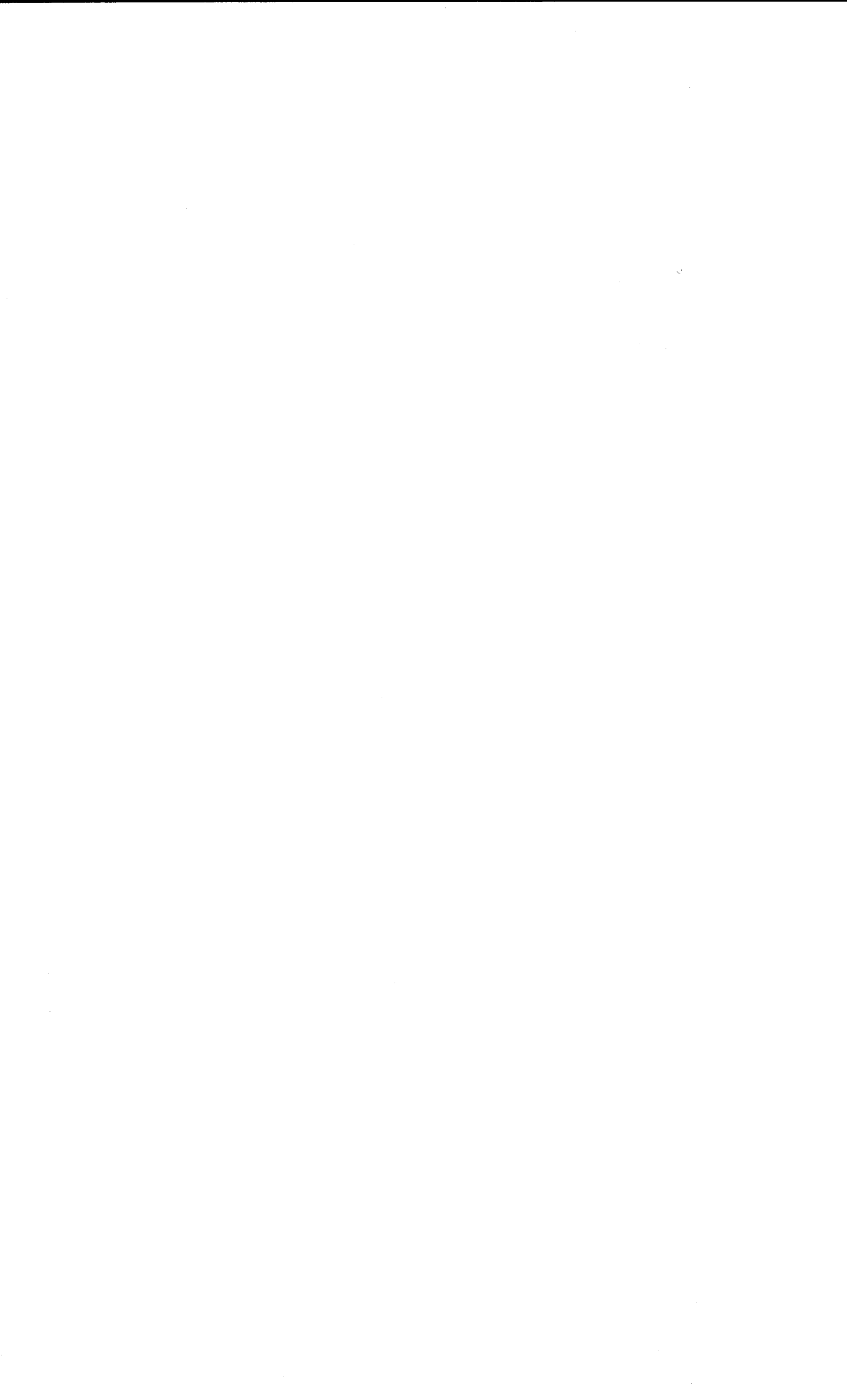


Vilko Domic  
Director of Finance

Approved as to Form



Eduardo Olivo  
City Attorney





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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING AN AGREEMENT WITH INTEGRATED SECURITY FOR  
THE INSTALLATION AND/OR UPGRADE OF A HIGH DEFINITION SECURITY  
SYSTEM AT ALL PUBLIC FACILITES AND PARKS**

WHEREAS, staff has evaluated the camera operational systems at all public venues in the City of Commerce and has determined that upgrades are required in order to meet the City's current needs; and

WHEREAS, new HD MDVR Systems will provide the City visibility throughout each of the City's facilities. It will unify the cameras and systems onto one consistent platform that can be managed from the local site and from a remote site. The upgrade will also provide HD Quality cameras for better quality and resolution.

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

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

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk



**THIS AGREEMENT** (the "Agreement") dated as of December \_\_\_\_\_, 2013 (the "Effective Date") is made by and between Integrated Security, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

**RECITALS**

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

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

**AGREEMENT**

1. Scope of Services and Schedule of Performance.

Consultant shall perform the services (the "Services") set forth in Exhibits A1 through A6, which are 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 Exhibits A1 through A6 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.

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.

8. City Liaison.

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

9. Licenses.

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

10. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

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

14. Confidentiality.

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the City of such need for disclosure; and (2) compliance with any court order

or other government directive or requirement, but only after Consultant notifies the City of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

15. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

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

18. Conflict of Interest.

Consultant covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its

compliance with the Political Reform Act (Government Code § 81000, *et seq.*) and all other laws, respecting this Agreement and that no Services shall be performed by either an employee, agent, or a subcontractor of Consultant, who has a conflict relating to the City or the performance of Services on behalf of the City.

19. Other Agreements.

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

20. Termination.

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

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

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

21. Waiver of Breach.

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

22. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or

otherwise transferred by Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

23. Arbitration.

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

24. Attorneys' Fees.

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

25. Notices.

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

For the City:

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

For Consultant:

Integrated Security, Inc.  
652 Anita St.  
Monrovia, California 91016  
Attn: President

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

26. Governing Law.

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to



be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

27. Severability.

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

28. No Construction of Agreement against any Party.

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

29. Entire Agreement and Amendments to Agreement.

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

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

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

31. Counterpart Signatures.

This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the parties hereto, it shall 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: December \_\_\_\_, 2013

By: \_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria M. Alexander  
Deputy City Clerk

**CONSULTANT**

DATED: December \_\_\_\_, 2013

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
By: Eduardo Olivo  
Title: City Attorney

**EXHIBIT A**

## EXHIBIT B

### REQUIRED INSURANCE

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

1. Worker's Compensation.

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

2. Additional Insureds.

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

3. 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.

4. 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.

5. Qualifications of Insurer.

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

6. Approval of Insurer.

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

7. Payment of Premiums.

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

8. Evidence of Insurance and Claims.

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