



## SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, November 10, 2020 at 6:30 p.m.

**TELECONFERENCE**  
**DIAL-IN-NUMBER: 1 (669) 900-6833**  
**MEETING ID: 837 2036 5809**  
**<https://us02web.zoom.us/j/83720365809>**

### I. Call To Order/Roll Call With Invocation & Pledge

<b>CALL TO ORDER</b>	Maria Davila, Mayor
<b>INVOCATION</b>	Associate Pastor Elias Gabriel, First Baptist Church
<b>PLEDGE OF ALLEGIANCE</b>	Paul L. Adams, Interim Director of Community Development
<b>ROLL CALL</b>	Carmen Avalos, City Clerk

### II. City Officials

<b>MAYOR</b> Maria Davila	<b>CITY CLERK</b> Carmen Avalos
<b>VICE MAYOR</b> Al Rios	<b>CITY TREASURER</b> Gregory Martinez
<b>COUNCIL MEMBERS</b> Maria del Pilar Avalos Denise Diaz Gil Hurtado	<b>CITY MANAGER</b> Michael Flad  <b>CITY ATTORNEY</b> Raul F. Salinas

### **COVID 19 Meeting Procedures**

Pursuant to Governor Newsom's Executive Order N-29-20, dated

March 17, 2020, members of the South Gate City Council, staff, and the public will participate in the November 10, 2020 meeting via a teleconference. To avoid exposure to COVID-19 this meeting will be held with City Council Members participating via teleconference by calling Dial-in-Number: 1 (669) 900-6833 and Meeting ID:837 2036 5809 and <https://us02web.zoom.us/j/83720365809>

Additionally, you may submit your comments electronically by emailing the City Clerk at [cavalos@sogate.org](mailto:cavalos@sogate.org).

**Procedure for Participation:**

Any person wanting to participate may request to “speak” on an agenda item. Once acknowledged and authorized by the Mayor the person may speak. Alternatively, any person may submit comments on an item electronically by emailing [cavalos@sogate.org](mailto:cavalos@sogate.org). Submissions by email must be received 30 minutes prior to the posted start time of the meeting if emailing subject.

Subject line should read: **COMMENTS FOR ITEM \_\_\_\_\_, MEETING OF NOVEMBER 10, 2020.**

Please note, you will enter the meeting muted, but if you want to comment on an Agenda Item or during the public comment portion of the Agenda, raise your hand or press \*9 at the appropriate time indicated by the Mayor. When you are selected to speak, you will hear that you are unmuted, this is the time to make your public comments. Your patience with these changes is appreciated as the City adjusts to new ways of conducting business during the COVID-19 pandemic. Thank you.

**Accessibility:** Reasonable accommodations for individuals with disabilities will be handled on a case-by-case basis and in accordance with the Americans with Disabilities Act and Governor Newsom’s Executive Order N-29-20. Please call the Office of the City Clerk at 323.563.9510.

**III. Meeting Compensation Disclosure**

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$650 monthly regardless of the amount of meetings.

**IV. Proclamations, Certificates, Introductions And Ceremonial Actions**

**1. Proclamation Declaring November 10, 2020 As Law Enforcement Records And Support Personnel Day**

The City Council will issue a Proclamation declaring November 10, 2020, as Law Enforcement Records and Support Personnel Day in the City of South Gate. (PD)

Documents:

[ITEM 1 REPORT 111020.PDF](#)

## **2. Proclamation Declaring November 28, 2020 As Small Business Saturday**

The City Council will issue a Proclamation declaring Saturday, November 28, 2020, as Small Business Saturday to encourage the community to shop locally. (CD)

Documents:

[ITEM 2 REPORT 111020.PDF](#)

## **3. Appointments To City Commissions, Committees And Boards**

The City Council will consider making appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council. (ADMIN)

Documents:

[ITEM 3 REPORT 111020.PDF](#)

## **V. Public Hearings**

### **4. Ordinance Amending Certain Sections Of The Municipal Code Amending Eligibility Requirements To Serve In Civil Office**

The City Council will open the Public Hearing and consider waiving the reading in full and introducing an **Ordinance** \_\_\_\_\_ amending Sections 1.09.020 (Composition), of Chapter 1.0 (Parks and Recreation Commission), 1.12.020 (Membership), of Chapter 1.12 (Planning Commission), and 1.25.010 (Membership), of Chapter 1.25 (Citizens' Advisory Committee), of Title 1 (Administration and Personnel), of the South Gate Municipal Code amending eligibility requirements for individuals appointed to serve in these civil offices. (CLERK)

Documents:

[ITEM 4 REPORT 111020.PDF](#)

## **VI. Comments From The Audience**

During this time, members of the public and staff may address the City Council regarding any items within the subject matter jurisdiction of the City Council. Comments from the audience will be limited to five (5) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt or interfere with the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section 1.04.110.

## **VII. Reports And Comments From City Officials**

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Following the City Council Members, reports and comments will be heard by the City Clerk, City Treasurer, City Manager and Department Heads.

## **VIII. Consent Calendar Items**

Agenda Items **5, 6, 7, 8, 9, 10, 11 and 12** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

Any Motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

### **5. Agreements With ClientFirst Technology Consulting For Assistance With The Technology Master Plan And The RFPs For The VoIP Telecom System And The Time & Attendance System**

The City Council will consider: (ADMIN SVCS)

- a. Approving **Amendment No. 2 to Contract No. 2020-22-AC** with ClientFirst Technology Consulting, LLC for continued project management services for the implementation of the Technology Master Plan, through June 30, 2021, in an amount not-to-exceed \$88,450;
- b. Approving an Agreement (**Contract No. \_\_\_\_\_**) with ClientFirst Technology Consulting, LLC for assistance with the Request For Proposal (RFP) and Competitive Vendor Selection process for a VoIP Telecom System, in an amount not-to-exceed \$23,395;
- c. Approving an Agreement (**Contract No. \_\_\_\_\_**) with ClientFirst Technology Consulting, LLC for assistance with the RFP and Competitive Vendor Selection process for a Time & Attendance

System, in an amount not-to-exceed \$29,880; and

d. Authorizing the Mayor to execute Amendment No. 2 and both Agreements in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 111020.PDF](#)

**6. Amendment No. 1 To Contract No. 2546 And 2646 With Goals Soccer Centers, Inc., Reducing Lease Payments Due To The COVID-19 Pandemic**

The City Council will consider: (PARKS)

a. Approving **Amendment No. 1 to Contract No. 2546**, Ground Lease Agreement, with Goals Soccer Centers, Inc., reducing ground lease payments by 50% for the period of April 1, 2020 through and including March 31, 2021, due to previously ceased, and now limited, operations during the COVID-19 pandemic;

b. Approving **Amendment No. 1 to Contract No. 2646**, Management Agreement, with Goals Soccer Centers, LLC reducing lease payments for the operation of the Batting Cages Facility by 50% for the period of April 1, 2020 through and including March 31, 2021, due to previously ceased, and now limited, operations during the COVID-19 pandemic;

c. Authorizing the Interim Director of Parks & Recreation to negotiate future years' rent reductions after reviewing unaudited financial statements from Goals Soccer Centers, Inc., in accordance with both amendments and present recommendations to the City Council in the subsequent years; and

d. Authorizing the Mayor to execute both amendments in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 111020.PDF](#)

**7. Amendment No. 1 To Contract No. 2020-54-CC With Engineering Resources Of Southern California, Inc., For The Chakemco Street Improvement Project**

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 2020-54-CC with Engineering Resources of Southern California, Inc., for additional construction management and inspection services necessary to resolve field and design issues that arose during construction of the Chakemco

Street Improvement Project, City Project No. 593-ST, in an amount not-to-exceed \$6,825; and

b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 111020.PDF](#)

### **8. Amendment No. 3 To Contract No. 3352 With The Trust For Public Land To Fund Additional Services For The Urban Orchard Project**

The City Council will consider: (PW)

a. Approving **Amendment No. 3 to Contract No. 3352** with The Trust for Public Land to fund services and associated fees to update Phase I, Cultural Resources Assessment and Section 106 Compliance Study, as required for the Urban Orchard Project, and to fund permit fees from the California Department of Fish and Wildlife, in the amount of \$9,386; and

b. Authorizing the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 111020.PDF](#)

### **9. Amendments To The Capital Improvement Program And Appropriations To Add And Fund New Projects**

The City Council will consider: (PW)

a. Approving an amendment to the Capital Improvement Program to add the following projects: (1) the South Gate Police Department Air Conditioner Replacement Project, City Project No. 667-GEN; and (2) the South Gate Police Department HVAC & Electrical Systems Assessment, City Project No. 668-RPT;

b. Appropriating \$73,000 from the unrestricted fund balance in the Building & Infrastructure Maintenance Fund to Account No. 524-501-21-9100 (BIM Fund - Facility Improvements) to fully fund the South Gate Police Department Air Conditioner Replacement Project, City Project No. 667-GEN;

c. Appropriating \$24,000 from the unrestricted fund balance in the Building & Infrastructure Maintenance Fund to Account No. 524-501-21-9100 (BIM Fund - Facility Improvements) to fully fund the South Gate Police Department HVAC & Electrical Systems Assessment, City

Project No. 668-RPT;

d. Authorizing staff to prepare the Per- and Polyfluoroalkyl Substances (PFAS) Study for City Water Wells, City Project No. 666-WTR;

e. Appropriating \$200,000 from the unrestricted fund balance in the Water Fund to Account No. 411-731-71-6101 (Water Fund - Professional Services) to fund the Per- and Polyfluoroalkyl Substances (PFAS) Study for City Water Wells, City Project No. 666-WTR;

f. Authorizing staff to prepare the Urban Water Management Plan, City Project No. 669-RPT;

g. Appropriating \$75,000 from the unrestricted fund balance in the Water Fund to Account No. 411-731-71-6101 (Water Fund - Professional Services), to fund the Urban Water Management Plan, City Project No. 669-RPT);

h. Appropriating \$3,000,000 from the assigned for capital projects fund balance in the General Fund to Account No. 311-790-61-9214 (CIP Fund - Urban Orchard Project), to program funding for the construction of the Urban Orchard Project, City Project No. 539-PRK; and

i. Appropriating \$555,316 from the Measure W Fund reserves to Account No. 311-790-61- 9214, to program funding for the construction of the Urban Orchard Project, City Project No. 539-PRK.

Documents:

[ITEM 9 REPORT 111020.PDF](#)

## **10. Change Order No. 9 With The Griffith Company To Fund Construction Costs In Dispute For The Boulevard Project**

The City Council will consider: (PW)

a. Approving Contract Change Order No. 9 to Contract No. 3389 with the Griffith Company to compensate for construction costs that were previously under dispute, on the Firestone Boulevard Regional Corridor Capacity Enhancements, City Project No. 476-TRF, in the amount of \$127,738; and

b. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 9.

Documents:

[ITEM 10 REPORT 111020.PDF](#)

## **11. City's Economic Development Strategic Plan Progress Update**

## **For Fiscal Year 2019/20**

The City Council will consider receiving and filing the City of South Gate Economic Development Strategic Plan Progress Update for Fiscal Year 2019/20, containing priorities and actions taken to improve the City's economic development efforts. (CD)

Documents:

[ITEM 11 REPORT 111020.PDF](#)

### **12. Minutes**

The City Council will consider: (CLERK)

- a. Approving the Special City Council Meeting minutes of September 30, 2020;
- b. Approving the Special City Council Meeting minutes of October 21, 2020; and
- c. Approving the Regular and Special City Council Meeting minutes of October 27, 2020.

Documents:

[ITEM 12 REPORT 111020.PDF](#)

## **IX. Reports, Recommendations And Requests**

### **13. Warrant Register For November 10, 2020**

The City Council will consider approving the Warrants and Cancellations for November 10, 2020. (ADMIN SVCS)

Total of Checks:	\$1,450,765.36
Voids: (\$ 1,194.04)	
Total Payroll Deductions:	\$ 250,233.84
Grand Total:	\$1,199,337.48

Cancellations: Various Stale Dated Checks as Listed in the Staff Report.

Documents:

[ITEM 13 REPORT 111020.PDF](#)

## **X. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted November 5, 2020 at 4:19 p.m. as required by law.



Carmen Avalos, CMC  
City Clerk

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280  
(323) 563-9510 \* fax (323) 563-5411 \* [www.cityofsouthgate.org](http://www.cityofsouthgate.org)

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk.

Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility.

RECEIVED

City of South Gate

Item No. 1

CITY COUNCIL

NOV 5 2020

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER


AGENDA BILL

For the Regular Meeting of: November 10, 2020

Originating Department: Police

9:10am

Department Director:

  
Randall Davis

City Manager:

  
Michael Flad

**SUBJECT: PROCLAMATION DECLARING NOVEMBER 10, 2020 AS LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY**

**PURPOSE:** To recognize South Gate's Law Enforcement Records and Support Personnel for their valuable contributions to the Police Department and the community they serve.

**RECOMMENDED ACTION:** Mayor Maria Davila will issue a Proclamation declaring November 10, 2020, as Law Enforcement Records and Support Personnel Day in the City of South Gate.

**FISCAL IMPACT:** No impact to the General Fund.

**ANALYSIS:** None.

**BACKGROUND:** Law enforcement agencies rely on Records and Support Personnel to provide them with a variety of specialized clerical duties related to the preparation and maintenance of police records. Records and Support Personnel provide customer service to the public, departmental personnel and other agencies. Law Enforcement Records and Support Personnel are a tremendous asset to the Police Department.

The City Council wishes to extend gratitude to our Police Department's Records and Support Personnel for their dedicated service.

**ATTACHMENT:** Proclamation



F I O M I N E I C O U N C I L

Mayor

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P R O C L A M A T I O N

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**Declaring**

**November 10, 2020 as**

**Law Enforcement Records and Support Personnel Day**

**WHEREAS,** the protection of California's communities is dependent not only on the men and women who devote their time and energy to the duties of law enforcement service, but also on those members of the support staff who devote countless hours to performing the duties that keep our law enforcement agencies running smoothly;

**WHEREAS,** Law Enforcement Records and Support Personnel in the State of California play a crucial role in helping law enforcement agencies identify, pursue, capture, and process suspected law breakers, and they continually share their invaluable expertise and experience to track felons, maintain criminals statistics, and improve apprehension strategies;

**WHEREAS,** these professionals continually use their expertise and experience to assist in tracking felons, maintaining criminal statistics and improving apprehension strategies; and

**WHEREAS,** it is important to recognize California's law enforcement records and support personnel for their valuable contributions to law enforcement.

**NOW, THEREFORE,** be it proclaimed on this 10<sup>th</sup> day of November 2020, that **I, Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby proclaim November 10, 2020, as Law Enforcement Records and Support Personnel Day, and applaud the South Gate Police Department's Records and Support Personnel for their invaluable contributions.

15/

\_\_\_\_\_  
Mayor Maria Davila

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Item No. 2

NOV 5 2020

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER


7:50am

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 10, 2020  
Originating Department: Community Development

Interim Director:   
Paul L. Adams

City Manager:   
Michael Flad

**SUBJECT: PROCLAMATION DECLARING SMALL BUSINESS SATURDAY ON NOVEMBER 28, 2020**

**PURPOSE:** To promote and support the City's small businesses by recognizing their role in generating jobs, boosting the local economy and preserving neighborhoods.

**RECOMMENDED ACTION:** Mayor Maria Davila will issue a Proclamation declaring Saturday, November 28, 2020, as Small Business Saturday to encourage the community to shop locally.

**FISCAL IMPACT:** None.

**ALIGNMENT WITH COUNCIL GOALS:** Small Business Saturday encourages economic development by supporting small businesses and supports the City's Comprehensive Economic Development Strategy.

**ANALYSIS:** The national Small Business Saturday Coalition was founded by American Express in 2010 to encourage people to support small, local businesses. In 2011, the Senate unanimously passed a resolution in support of this day and by 2012, officials in all 50 states participated in the event. This year the event takes place on the Saturday after Thanksgiving, November 28, 2020, known as the first day of the busy Holiday shopping season. In the month of November, according to the Small Business Saturday Coalition, an estimated \$12 billion is spent at small independent businesses during Small Business Saturday.

The City believes that national Small Business Saturday is essential to the preservation of small businesses that contribute positively to the local community by supplying jobs and generating tax revenue.

**BACKGROUND:** In an effort to support the City's small business community, the City is working towards implementing additional programs and improvements, which are in various stages of development, in order to enhance the visual appeal of the city by creating a comfortable, attractive and walkable environment for shoppers. A few of the projects are listed below:

- The City recently distributed \$200,000 in CDBG grant funding to assist twenty small businesses in the City with \$10,000 grants to retain their employees during the COVID-19 pandemic.
- The City distributed "Open for Business/ Take out" posters to small businesses along with "Thank You Cards" to essential workers in the City of South Gate.
- The City created a Virtual Business Resource Center online with various resources.
- The City has held various workshops with both the SBA and SCORE to assist small businesses.

- The City recently allocated an additional \$300,000 towards the Chamber of Commerce to assist small businesses with grants.
- The City previously installed decorative street tree lights on Tweedy Boulevard from State Street to Hunt Avenue, to enhance the visual appeal and attractiveness of the Tweedy Mile and provide an inviting place that can attract new businesses and enhance a patron's shopping experience.
- The City also implemented the Utility Cabinet Beautification Program, and painted 22 utility boxes with artwork along Tweedy Boulevard.
- The City added 83 new trash receptacles and 20 bike racks from State St. to Hunt Avenue.
- The Tweedy Specific Plan will revitalize the Tweedy corridor, encourage vibrant retail and mixed use development in a pedestrian friendly setting and create community benefits.
- The \$2.2 million dollar Tweedy Boulevard Traffic Signal Synchronization Project, will interconnect and synchronize 18 traffic signals within the boulevard to provide better traffic flow and reduce delays.

With these programs, the City aims to enhance the visual appeal of the City and provide an inviting place that can attract new businesses and enhance a patron's shopping experience.

Additionally, the City, in partnership with the Tweedy Mile Association and South Gate Chamber of Commerce will organize the following outreach efforts to support the Small Business Saturday:

- The Tweedy Mile Association and South Gate Chamber of Commerce will encourage their business members to participate in the Small Business Saturday, and spread the word to customers and other local businesses.
- The City will post on social media and will send out two email blasts to urge residents of the community to shop on line or in person, dine outside or for takeout, and frequent local businesses on Small Business Saturday and throughout the year.

**ATTACHMENT:** Proclamation.

# City of South Gate



From the Honorable  
**Mayor**

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## PROCLAMATION

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Declaring

**November 28, 2020 as Small Business Saturday  
to the Tweedy Mile Association**

**WHEREAS**, the City of South Gate appreciates local small businesses and the contributions they make to the local economy and community;

**WHEREAS**, according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States which represent 99.9 percent of all businesses with employees in the United States and are responsible for 58.9 percent of net new jobs created over the past 20 years;

**WHEREAS**, small businesses employ over 47.5 percent of all businesses with employees in the United States;

**WHEREAS**, 90 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue;

**WHEREAS**, 89 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States;

**WHEREAS**, 93 percent of consumers in the United States agree that it is important for people to support small businesses that they value in their community;

**WHEREAS**, the City of South Gate supports local businesses that create jobs, boost our local economy and preserve neighborhoods; and

**WHEREAS**, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, be it proclaimed on this 10<sup>th</sup> day of November 2020, that I, **Maria Davila, Mayor of the City of South Gate**, on behalf of the City Council and citizens of the City of South Gate, do hereby proclaim November 28, 2020, as Small Business Saturday and encourage everyone to support small businesses and shop locally.

/s/

\_\_\_\_\_  
Mayor Maria Davila

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

Declaring

**November 28, 2020 as Small Business Saturday  
to the South Gate Chamber of Commerce**

**WHEREAS,** the City of South Gate appreciates local small businesses and the contributions they make to the local economy and community;

**WHEREAS,** according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States which represent 99.9 percent of all businesses with employees in the United States and are responsible for 58.9 percent of net new jobs created over the past 20 years;

**WHEREAS,** small businesses employ over 47.5 percent of all businesses with employees in the United States;

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**WHEREAS,** the City of South Gate supports local businesses that create jobs, boost our local economy and preserve neighborhoods; and

**WHEREAS,** advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE,** be it proclaimed on this 10<sup>th</sup> day of November 2020, that I, **Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and citizens of the City of South Gate, do hereby proclaim November 28, 2020, as Small Business Saturday and encourage everyone to support small businesses and shop locally.

131

Mayor Maria Davila

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NOV 4 2020

Item No. 3

*City of South Gate*

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:10pm

AGENDA BILL

For the Regular Meeting of: November 10, 2020

Originating Department: Administration

City Manager:

*Randall Davis*

Michael Flad

City Manager:

*Randall Davis*

Michael Flad

**SUBJECT: APPOINTMENTS TO CITY COMMISSIONS, COMMITTEES AND BOARDS**

**PURPOSE:** This item was added to the Agenda to allow Council Member Maria del Pilar Avalos to make appointments to fill vacancies on the Parks & Recreation Commission and Citizens' Advisory Committee.

**RECOMMENDED ACTION:** The City Council will consider making appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** This item allows the City Council to make or change appointments to the Planning Commission, Parks & Recreation Commission, Civil Service Commission, Citizens' Advisory Committee and Tweedy Mile Advisory Board. Currently, Council Member Avalos has a vacancy on the Parks & Recreation Commission and Citizens' Advisory Committee. All appointments must be ratified by a majority vote of the City Council.

Pursuant to Ordinance No. 2286, adopted on September 27, 2011, the Tweedy Mile Advisory Board members are appointed to staggered, three year terms. There are no current vacancies on the Tweedy Mile Advisory Board.

**ATTACHMENTS:** Current Commission, Committee and Board Appointment Roster: 10-27-2020



Council Member	Planning Commission \$125/Meeting 1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday at 7 pm	Parks & Recreation Commission \$75/Meeting 2 <sup>nd</sup> Thursday at 7 pm	Civil Service Commission \$100/Meeting As required	Citizens' Advisory Committee \$25/Meeting Meets as needed
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: March 2024	<b>Jenny Perez</b> 10319 Bowman Avenue Cell: (323) 443-4033 <a href="mailto:Jennypbruin@gmail.com">Jennypbruin@gmail.com</a>  Appointed: 05-12-2020	VACANT  Appointed:	<b>Brigida Salinas</b> 10308 San Anselmo Ave Cell: (323) 627-3764 <a href="mailto:Brigida.m.salinas@gmail.com">Brigida.m.salinas@gmail.com</a>  Appointed: 10-27-2020	VACANT  Appointed: <b>Janet Cazares</b> 8437 San Luis Avenue Cell: (323) 376-0102 <a href="mailto:jcazares6@yahoo.com">jcazares6@yahoo.com</a> Appointed: 05-12-2020
<b>Denise Diaz</b> 10365 Virginia Avenue Cell: (323) 667-7688  Elected: 03-07-2017 End of Term: March 2021	<b>Diego Sepulveda</b> 10316 Hunt Avenue Cell: (323) 385-5530 <a href="mailto:sepulvedamba@gmail.com">sepulvedamba@gmail.com</a>  Appointed: 05-12-2020	<b>John Robert Montalvo</b> 9815 Virginia Avenue Cell: (323) 392-8135 <a href="mailto:Johnmontalvo90280@yahoo.com">Johnmontalvo90280@yahoo.com</a>  Appointed: 04-09-2019	<b>Irene Jensen</b>  Appointed: 04-25-2017	<b>Darlene Lopez</b> 3289 Sequoia Drive Cell: (323) 479-7405 <a href="mailto:DarleneLopez543@gmail.com">DarleneLopez543@gmail.com</a> Appointed: 05-12-2020  <b>Brigitte Garza</b> 10309 San Anselmo Avenue (915) 373-5703 <a href="mailto:briggarza@gmail.com">briggarza@gmail.com</a>  <b>Christina Montalvo</b> 9815 Virginia Avenue 323-946-3503 <a href="mailto:cmontalvo48@gmail.com">cmontalvo48@gmail.com</a>
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: March 2024	<b>Jose Delgado</b> 3925 Tenaya Avenue Cell: (323) 702-1519 <a href="mailto:josedelgado@hotmail.com">josedelgado@hotmail.com</a>  Appointed: 01-10-2017	<b>Jennifer Cypert</b> 4718 Tweedy Boulevard Cell: (323) 829-0663 <a href="mailto:jsc001@msn.com">jsc001@msn.com</a>  Appointed: 02-10-2003	<b>William John Currie (Bill)</b>  Appointed: 01-27-2015	<b>Virginia Johnson</b> 5751 McKinley Avenue Home: (562) 531-3700 Cell: (562) 761-3111 <a href="mailto:thepalm22@yahoo.com">thepalm22@yahoo.com</a> Appointed: 02-22-2005 <b>Anthony Zepeda</b> 5218 McCallum Avenue Cell: (323) 405-2006 <a href="mailto:anthonyzepeda10@yahoo.com">anthonyzepeda10@yahoo.com</a> Appointed: 05-27-2014
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 03-07-2017 End of Term: March 2021	<b>Fabiola Inzunza</b> 9542 Bowman Avenue Cell: (323) 743-3229 <a href="mailto:Fabiola.inzunza@gmail.com">Fabiola.inzunza@gmail.com</a>  Appointed: 11-26-2019	<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126 <a href="mailto:Joshb90280@yahoo.com">Joshb90280@yahoo.com</a>  Appointed: 04-25-2017	<b>Juan Carlos Mendez</b>  Appointed: 04-25-2017	<b>Juliano A. Jarquin</b> 10606 McNerney Avenue (714) 345-3451 <a href="mailto:julianojarquin@gmail.com">julianojarquin@gmail.com</a> Appointed: 05-09-2017 <b>Benigno Nunez</b> 8420 San Carlos Avenue (323) 434-8304 <a href="mailto:Nunezbenny79@yahoo.com">Nunezbenny79@yahoo.com</a> Appointed: 05-09-2017
<b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728  Elected: 03-03-2020 End of Term: March 2024	<b>Jose De La Paz</b> 10508 San Antonio Avenue Cell: (310) 467-0702 <a href="mailto:teamup@josedelapaz.com">teamup@josedelapaz.com</a>  Appointed: 05-12-2020	<b>Alan D. Flores, II</b> 5255 Almirra Road Cell: (213) 280-2672 <a href="mailto:LaxxxII@yahoo.com">LaxxxII@yahoo.com</a>  Appointed: 05-12-2020	<b>Robbie C. Hicklin</b>  Appointed: 04-28-2015	<b>Norma Mendoza</b> 8691 San Gabriel Avenue Cell: (562) 277-2992 Appointed: 05-12-2020 <b>Norma Mendoza9@gmail.com</b> <b>Jimmy Torres</b> 11610 Oklahoma Avenue cell: (323) 742-0154 <a href="mailto:jtorres1393@gmail.com">jtorres1393@gmail.com</a> Appointed: 07-14-2015

Council Member	Tweedy Mile Advisory Board 1 <sup>st</sup> Monday at 5 pm					
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: March 2024	<b>Maribel Chaidez</b> 5225 Katella Road Cell: (323) 896-9595 <a href="mailto:maribreno@gmail.com">maribreno@gmail.com</a>  Appointed: 09-11-2018 Term expires: 01-31-2022					
<b>Denise Diaz</b> 10365 Virginia Avenue Cell: (323) 667-7688  Elected: 03-07-2017 End of Term: March 2021	<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126 <a href="mailto:joshb90280@yahoo.com">joshb90280@yahoo.com</a>  Appointed on 10-09-2018 by Al Rios for Denise Diaz Term expires: 01-31-2022					
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: March 2024	<b>Minerva Rodriguez</b> 2648 Indiana Avenue Cell: (213) 448-2890 <a href="mailto:mini4taxes@yahoo.com">mini4taxes@yahoo.com</a>  Appointed: 09-11-2018 Term expires: 01-31-2021					
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 03-07-2017 End of Term: March 2021	<b>Victor Zamudio</b> 2710 Illinois Avenue Cell: (404) 825-1858 <a href="mailto:vmzamudio@hotmail.com">vmzamudio@hotmail.com</a>  Appointed: 05-26-2020 Term expires 01-31-2021					
<b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728  Elected: 03-03-2020 End of Term: March 2024	<b>Sylvia Masushige</b> 8416 Beechwood Avenue Cell: (562) 755-6159 <a href="mailto:grandmasy01@hotmail.com">grandmasy01@hotmail.com</a>  Appointed: 05-12-2020 Term expires: 01-31-2023					

RECEIVED

NOV 5 2020

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

12:45pm

AGENDA BILL

For the Regular Meeting of: November 10, 2020  
Originating Department: City Clerk's Office

Department Director: Carmen Avalos City Manager: Michael Flad

**SUBJECT: ORDINANCE AMENDING SECTIONS 1.09.020, 1.12.020 AND 1.25.010 OF THE SOUTH GATE MUNICIPAL CODE AMENDING ELIGIBILITY REQUIREMENTS FOR INDIVIDUALS APPOINTED TO SERVE IN CIVIL OFFICE**

**PURPOSE:** Sections 1.09.020, 1.12.020 and 1.25.010 of the Municipal Code indicate the eligibility requirements for the appointment to City commissions. Currently, these provisions restrict City commission appointments to "qualified electors." Consistent with the California Inclusion Act signed by the Governor of the State of California, amendments to these Municipal Code sections are proposed to comply with State law.

**RECOMMENDED ACTION:** Following the conclusion of a Public Hearing, waive the reading in full and introduce Ordinance amending Sections 1.09.020 (Composition), of Chapter 1.09 (Parks and Recreation Commission), 1.12.020 (Membership), of Chapter 1.12 (Planning Commission), and 1.25.010 (Membership), of Chapter 1.25 (Citizens' Advisory Committee), of Title 1 (Administration and Personnel), of the South Gate Municipal Code amending eligibility requirements for individuals appointed to serve in these civil offices.

**FISCAL IMPACT:** None.

**ANALYSIS:** On October 12, 2019, the Governor of the State of California signed the California Inclusion Act (Senate Bill 225 (SB 225)) amending section 1020 of the California Government Code. Prior to the California Inclusion Act only individuals who were 1.) 18 years of age or older, and 2.) citizens of the State were allowed to be appointed for civil office in California, including state/local boards and commissions. Intending to promote California's value of equal representation, SB 225 granted non-citizen residents, regardless of immigration status, access to serve in appointed civil office, including state/local boards and commissions.

Currently, Sections 1.09.020, 1.12.020 and 1.25.010 of the Municipal Code have certain eligibility requirements that restrict appointment to civil office to "qualified electors." A qualified elector is an individual who has the right to vote in local elections. This restriction prohibits individuals who are non-U.S. citizens from being appointed to civil office, including the Parks and Recreation Commission, the Planning Commission and the Citizens' Advisory Committee.

Staff recognizes that the City is home to a diverse population, with a total population of approximately 93,000 people and a total immigrant population of approximately 40,000. Staff also acknowledges that individuals from diverse backgrounds benefit the City, by providing diverse experiences and expertise. This diversity is especially beneficial in ensuring that diverse constituents are adequately represented in the development of public policy.

Therefore, staff is proposing that these Municipal Code sections be amended to allow non-citizen residents to be appointed to serve in these civil offices. The proposed change is to remove the electoral requirement while maintaining the age and residency requirements.

**BACKGROUND:** For the purpose of this Agenda Bill, the eligibility requirements for city commission appointments are detailed below. The provisions of concern are those dealing with the Parks and Recreation Commission, the Planning Commission and the Citizens' Advisory Committee.

1. ***Section 1.09.020 (Composition of Parks and Recreation Commission)***

*The parks and recreation commission shall consist of five members. The members shall be appointed from the qualified electors of the city. Each member shall be selected by an individual councilman as provided herein and shall hold office upon ratification by a majority vote of the entire city council.*

Staff recommends changing the eligibility language from "qualified electors of the city" to "qualified residents of the City" who are 18 years of age or older.

2. ***Section 1.12.020 (Membership of Planning Commission)***

*The parks and recreation commission shall consist of five members. The members shall be appointed from the qualified electors of the city.*

Staff recommends changing the eligibility language from "qualified electors of the city" to "qualified residents of the City" who are 18 years of age or older.

3. ***Section 1.25.010 (Membership of Citizens' Advisory Committee)***

*The citizens' advisory committee shall consist of twenty members. Each city council member shall be entitled to appoint four committee members from among the qualified electors of the city. Before taking office, each committee member shall be confirmed by a majority vote of the city council.*

Staff recommends changing the eligibility language from "qualified electors of the city" to "qualified residents of the City" who are 18 years of age or older.

**ATTACHMENTS:** A. Proposed Ordinance  
B. Notice of Public Hearing

"ATTACHMENT A"

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

**CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, AMENDING SECTIONS 1.09.020 (COMPOSITION),  
OF CHAPTER 109 (PARKS AND RECREATION COMMISSION), 1.12.020  
(MEMBERSHIP), OF CHAPTER 1.12 (PLANNING COMMISSION), AND 1.25.010  
(MEMBERSHIP), OF CHAPTER 1.25 (CITIZENS' ADVISORY COMMITTEE), OF  
TITLE 1 (ADMINISTRATION AND PERSONNEL), OF THE SOUTH GATE  
MUNICIPAL CODE AMENDING ELIGIBILITY REQUIREMENTS FOR  
INDIVIDUALS APPOINTED TO SERVE IN CIVIL OFFICE**

**WHEREAS**, Sections 1.09.020 (Composition of Parks and Recreation Commission), 1.12.020 (Membership of Planning Commission), and 1.25.010 (Membership of Citizens' Advisory Committee) of Title 1 (Administration and Personnel) of the South Gate Municipal Code require that individuals appointed to City Commission positions be qualified electors of the City of South Gate ("City");

**WHEREAS**, the State of California has amended section 1020 of the California Government Code, via Senate Bill 225, allowing non-citizen residents, regardless of immigration status, to be appointed to civil office, including state/local boards and commissions;

**WHEREAS**, the City Council recognizes that the City is home to a diverse population;

**WHEREAS**, the City Council determined that democratic values of equal representation are upheld when the government is diverse and representative of the people who reside in the City;

**WHEREAS**, the City Council desires to amend certain Sections in Chapter 1.09 (Parks and Recreation Commission), 1.12 (Planning Commission), and 1.25 (Citizens' Advisory Committee) to remove requirements limiting city civil office appointments to qualified electors of the City; and

**WHEREAS**, the City Council conducted a duly noticed Public Hearing on November 10, 2020, to take public testimony concerning this matter.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council hereby amends Section 1.09.020 (Composition), of Chapter 1.09 (Parks and Recreation Commission), of Title 1 (Administration and Personnel), of the South Gate Municipal Code in its entirety to read as follows:

**1.09.020 Composition.**

The parks and recreation commission shall consist of five members. The members shall be appointed from among qualified residents of the City who are 18 years of age or older. Each member shall be selected by an individual councilperson as provided herein and shall hold office upon ratification by a majority vote of the entire city council.

(Planning Commission), of Title 1 (Administration and Personnel), of the South Gate Municipal Code in its entirety to read as follows:

**1.12.020 Membership.**

The planning commission shall consist of five members. The members shall be appointed from among qualified residents of the City who are 18 years of age or older. Before taking office, each member shall be confirmed by a majority vote of the city council.

**SECTION 3.** The City Council hereby amends Section 1.25.020 (Membership), of Chapter 1.25 (Citizens' Advisory Committee), of Title 1 (Administration and Personnel), of the South Gate Municipal Code in its entirety to read as follows:

**1.25.020 Membership.**

The citizens' advisory committee shall consist of twenty members. Each city council member shall be entitled to appoint four committee members from among qualified residents of the City who are 18 years of age or older. Before taking office, each committee member shall be confirmed by a majority vote of the city council.

**SECTION 4.** If any section, sentence, clause, or phrase in this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declare that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall take effect on the thirty first (31<sup>st</sup>) day after it adoption.

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.


**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Raul F. Salinas, City Attorney

**SOUTH GATE PRESS**

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90015  
Telephone (323) 556-5720 / Fax (213) 834-0584

This space for filing stamp only

Office of the  
City Clerk  
10/29/2020  
FILED

Carmen Avalos, City Clerk  
CITY OF SOUTH GATE /CITY CLERK  
8650 CALIFORNIA AVE  
SOUTH GATE, CA - 90280

PRE#: 3411233

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of LOS ANGELES ) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:  
Ordinance amending eligibility requirements for individuals appointed to civil office

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SOUTH GATE PRESS, a newspaper published in the English language in the city of SOUTH GATE, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/19/1929, Case No. 273415. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/29/2020

Executed on: 10/29/2020  
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



\* A 0 0 0 0 0 5 5 5 3 0 7 9 \*

Email

**CITY OF SOUTH GATE  
NOTICE OF PUBLIC HEARING**  
NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a Public Hearing for the purpose of introducing an Ordinance modifying amending Sections 1.08.020 (Composition of Parks and Recreation Commission), 1.12.020 (Membership of Planning Commission), and 1.25.010 (Membership of Citizens' Advisory Committee) of Title 1 (Administration and Personnel), of the South Gate Municipal Code. A copy of the Ordinance may be reviewed in the City Clerk's office during normal business hours.  
DATE: NOVEMBER 10, 2020  
TIME: 6:30 P.M.  
LOCATION:  
COUNCIL CHAMBERS, SOUTH GATE CITY HALL, 8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280 via teleconference or zoom due to COVID-19 guidelines dial-in number and conference code for the November 10th City Council meeting please visit the City's website at [www.cityofsouthgate.org/AgendaCenter](http://www.cityofsouthgate.org/AgendaCenter).  
NOTICE IS HEREBY GIVEN that any all persons interested in the matter herein above set for are privileged to attend said hearing and then and there testify or present evidence upon any matter relating thereto.  
THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated October 29, 2020.  
/s/Carmen Avalos, City Clerk  
10/29/20  
PRE-3411233#  
SOUTH GATE PRESS

RECEIVED

NOV 5 2020

Item No. 5

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

10:55 am

AGENDA BILL

For the Regular Meeting of: November 10, 2020

Originating Department: Administrative Services

Department Director:

*Jackie Acosta*  
Jackie Acosta

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2020-22-AC FOR CONTINUED IT PROJECT MANAGEMENT SERVICES AND AGREEMENTS WITH CLIENTFIRST TECHNOLOGY CONSULTING, LLC FOR ASSISTANCE WITH THE VOIP TELECOM SYSTEM AND TIME & ATTENDANCE SYSTEM TMP INITIATIVES**

**PURPOSE:** To approve Amendment No. 2 to Contract No. 2020-22-AC for continued project management services related to the initial implementation of the Technology Master Plan (TMP) and to approve two separate Agreements for consulting services related to two specific initiatives in the TMP.

**RECOMMENDED ACTIONS:** The City Council will:

- a. Approve Amendment No. 2 to Contract No. 2020-22-AC with ClientFirst Technology Consulting, LLC for continued project management services for the implementation of the Technology Master Plan, through June 30, 2021, in an amount not-to-exceed \$88,450;
- b. Approve Agreement with ClientFirst Technology Consulting, LLC for assistance with the Request For Proposal (RFP) and Competitive Vendor Selection process for a VoIP Telecom System, in an amount not-to-exceed \$23,395;
- c. Approve Agreement with ClientFirst Technology Consulting, LLC for assistance with the RFP and Competitive Vendor Selection process for a Time & Attendance System, in an amount not-to-exceed \$29,880; and
- d. Authorize the Mayor to execute Amendment No. 2 and both Agreements in a form acceptable to the City Attorney.

**FISCAL IMPACT:** The estimated cost of the 6-Year Technology Master Plan (TMP) is \$13.1M. The cost of Amendment No. 2 to Contract No. 2020-22-AC and the Agreements, which together total \$141,725, will be funded with appropriations contained in the TMP budget approved as part of the Fiscal Year 2020/21 Municipal Budget.

**ALIGNMENT WITH COUNCIL GOALS:** Completing the Technology Master Plan (TMP) (Item #158) was included in the Fiscal Year 2019/20 Work Program. The TMP has been completed and now staff is moving forward with the implementation of specific initiatives included in the TMP. The TMP includes a series of achievable projects and initiatives recommended for implementation over the next six years that are be appropriately aligned with the City Council's and staff's goals and objectives.

**ANALYSIS:** City staff rely heavily on technology to accomplish many of their daily tasks. The public relies on technology to interact with staff, to pay for City services, and to get information about what is happening in the City. However, the City has not given much priority to our information technology infrastructure over



the last 10 years. As with most assets, if you do not invest in the proper maintenance and repairs, the technology infrastructure will soon fall into disrepair and ultimately fail. In order to avoid getting to that point, on January 28, 2020, the City Council accepted staff's proposed Technology Master Plan (TMP), which is similar in concept to master plans previously approved for our water and sewer systems, street and roads, and city sidewalks. Staff is now starting to implement the various initiatives in accordance with the TMP.

**BACKGROUND:** Technology is key to providing excellent customer service for our residents and businesses in South Gate. Over the last few years, citizens have been requesting the ability to handle more transactions online, have more efficient interactions with City staff and greater transparency. In order to respond to the growing demand for technology enhancements, it is imperative that technology projects and purchases going forward focus on standardization, integration and consolidation to improve the efficiency and effectiveness of delivering municipal services. To that end, the 6-year Technology Master Plan was developed. The proposed Agreements will assist staff in getting some of the early TMP initiatives progressed.

The first recommendation is to approve Amendment No. 2 to Contract No. 2020-22-AC with ClientFirst Technology Consulting, LLC (ClientFirst), the City's TMP Consultant, so they can continue to assist staff with overall project management of the TMP through June 30, 2021. Contract No. 2020-22-AC was approved under the City Manager's authority and Amendment No. 1 was approved by the City Council on May 26, 2020. Contract No. 2020-22-AC was in the amount of \$48,380 and Amendment No. 1 was in the amount of \$62,390. Proposed Amendment No. 2 is in the amount of \$88,450, bringing the total cost of the Agreement to \$199,220.

The second recommendation is to approve an Agreement with ClientFirst to assistance staff with the Request For Proposal (RFP) and Competitive Vendor Selection process for a VoIP Telecom System, in an amount not-to-exceed \$23,395. The City's current phone system, purchased and installed in 2008, is no longer supported by the manufacturer. In June 2020, one of the two proprietary servers supporting the phone system began to fail. Staff hired a vendor to remove the failing server and stabilize the system. The current configuration does not support redundancy. Therefore, should the remaining server fail, the phone system would fail completely, affecting all City Departments, including the Police Department and the Parks & Recreation Department. The phone system replacement was originally planned for Fiscal Year 2021/22 but, due to the increased risk of failure of the current configuration, staff has re-allocated funds to complete this important project in this fiscal year.

The third recommendation is to approve an Agreement with ClientFirst to assistance staff with the RFP and Competitive Vendor Selection process for a Time & Attendance System, in an amount not-to-exceed \$29,880. The City currently uses hand-written, hard copy paper timesheets to record staff's time and attendance at work. The TMP states, "City management has determined this project to be a high priority to alleviate the extensive, time-consuming processes that currently exist." This project will especially benefit the Public Works, Parks & Recreation and Community Development Departments. Implementation of a new Time & Attendance System can be one of the highest return-on-investment technology projects an agency can undertake.

The City Council may recall that the approved Technology Master Plan (TMP) calls for the hiring of a full-time Information Technology Manager to oversee the day-to-day operations of the Information Systems Division and to implement the 82 initiatives in the TMP. As the City has not yet recruited nor hired an Information Technology Manager, the services of ClientFirst are needed to assist staff with the implementation of the TMP initiatives.

- ATTACHMENTS:**
- A. Proposed Amendment No. 2 to Contract No. 2020-22-AC
  - B. Proposed Agreement for assistance with the RFP and Competitive Vendor Selection process for a VoIP Telecom System
  - C. Proposed Agreement for assistance with the RFP and Competitive Vendor Selection process for a Time & Attendance System
  - D. Amendment No. 1 to Contract No. 2020-22-AC
  - E. Contract No. 2020-22-AC

Amendment No. 2  
Contract No. 2020-22-AC

**AMENDMENT NO. 2 TO CONTRACT NO. 2020-22-AC  
FOR CONTINUED IT PPROJECT MANAGEMENT SERVICES  
BETWEEN THE CITY OF SOUTH GATE  
AND CLIENTFIRST TECHNOLOGY CONSULTING, LLC**

This Amendment No. 2 to Contract No. 2020-22-AC for IT Project Management Services (“Amendment No. 2”) is made and entered into on November 10, 2020, by and between the City of South Gate, a municipal corporation (“City”), and ClientFirst Technology Consulting, LLC, a California limited liability corporation (“Consultant”). City and Consultant are sometimes hereinafter referred to as a “Party” and collectively referred to a “Parties.”

**RECITALS**

**WHEREAS**, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting, LLC (“Agreement”), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380);

**WHEREAS**, on May 26, 2020, the City Council approved Amendment No. 1 to the Agreement to continue providing IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390); and

**WHEREAS**, City and Consultant desire to execute Amendment No. 2 to the Agreement to continue providing IT Project Management Services as identified in Exhibit “A” attached hereto and made a part of the Agreement, through and including June 30, 2021, in an amount not to exceed Eighty-Eight Thousand Four Hundred Fifty Dollars (\$88,450), under the terms and conditions of the Agreement bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to the sum of One Hundred Ninety-Nine Thousand Two Hundred Twenty Dollars (\$199,220).

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

- 1.0 SCOPE OF WORK.** Consultant agrees to continue its services and perform the tasks identified in Exhibit “A.” The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit “A” shall not exceed the sum of **Eighty-Eight Thousand Four Hundred Fifty Dollars (\$88,450)**, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to the sum of One Hundred Ninety-Nine Thousand Two Hundred Twenty Dollars (\$199,220). No

additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A," unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY  
CONSULTING, LLC:**

By: \_\_\_\_\_  
David Krout, Managing Partner

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

**Exhibit "A"**

October 29, 2020

Ms. Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**RE: Proposal for Continuing IT Project Management**

Dear Ms. Acosta:

Please accept this letter as our proposal for ClientFirst to continue to provide project management oversight for the initial implementation of the Technology Master Plan. We propose to continue to oversee with IT strategy, management, project oversight, and vendor coordination until June 30, 2021.

We began project management activities under our current engagement in May 2020, and we were immediately involved in resolving an issue with the City's telephone system. We assisted the City in whatever way we could and stabilized the phone system after reconfiguration. While working on the phone system and throughout the prior engagement, we worked with the IT team to expedite high-priority Technology Master Plan (TMP) projects.

Even with the additional work efforts to stabilize the telephone system, we have been able to stretch current funding an additional month beyond our spring forecast.

In addition to the telephone stabilization, several high-priority TMP projects are underway, including:

- Implementation of an email archiving system to improve records retention and public records email retrieval processes.
- Microsoft Active Directory projects including an upgrade and Active Directory account review to improve security and reduce ongoing costs. This project will also enable the implementation.
- Implementation of a new cloud-based backup system that will improve disaster recovery capabilities and reduce cost.
- Procurement of new firewalls to improve security and meet regulatory requirements.
- Implementation of Office 365 which will ease "work-from-home" challenges and improve capabilities associated with a more mobile work force.
- Procurement of new computers for Police Department which will replace the last remaining Windows 7 PCs.

Two additional high-priority TMP projects are budgeted for the current year. Each project addresses another critical component of the IT infrastructure that should be replaced:

- Network switch replacement – Core network switches at City Hall and Police data centers are end-of-service-life. Security patches are not available for these devices. Replacement switches will also increase network speeds by a multiple of 10.
- Telephone system replacement – Above, we mention stabilizing the telephone system. Stabilization was achieved by removing a failing server which eliminated system redundancy and increased the probability of a catastrophic outage. The current telephone system was installed in 2008 and is end-of-service-life. We have been unable to get software updates for the telephone system to improve the current situation.



This proposal is an extension of our original project management agreement to cover the period of November 2020 through June 2021.

## Scope of Work

The City has requested that ClientFirst provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The Plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the Plan until the City hires an IT Manager to direct the Plan over the long term. Due to budget considerations, the City has delayed consideration related to hiring an IT Manager until Fiscal Year 2021-22.

In the interim, we propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Advise and oversee the procurement and project management of projects identified as high-priority in the Technology Master Plan
  - ◆ Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
  - ◆ Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
  - ◆ Provide oversight with the procurement of the items identified as high-priority as a part of the Technology Master Planning process
  - ◆ Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary
- Facilitate and participate in weekly IT project team meetings
  - ◆ Participate in critical or high-priority project review meetings
- Oversee with project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, ClientFirst will provide such oversight on a time-and-materials basis until June 30, 2021.



## Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

## Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
<b>IT Operational Assistance</b>				<b>Hours/Week</b>	<b>Hours/Week</b>
1	Team Meetings	34	102	1	2
2	Oversight of Technology Master Plan Projects	34	340	2	8
3	Contingency - Emergency Project Assistance	1	48	8	40
		Hours	490	110	380
		Rates		\$195	\$175
		<b>Fees</b>	<b>\$87,950</b>		
		<b>Expenses</b>	<b>\$500</b>		
		<b>Total</b>	<b>\$88,450</b>		

## Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.



## Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.


## Acceptance

If this proposal is in accordance with the City's understanding of the services to be performed by ClientFirst, please sign and date this letter, and return it, physically or electronically.

If you have any questions, feel free to contact me at 951.739.7989 or via email at [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

**Tom Jakobsen**  
Partner  
IT Infrastructure and Operations Practice Leader

<i>Accepted by</i>	
<b>City of South Gate, CA</b>	
	
_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name and Title (print)</i>	

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR ASSISTANCE WITH THE REQUEST FOR PROPOSAL AND  
COMPETITIVE VENDOR SELECTION PROCESS FOR A VOIP TELECOM  
SYSTEM BETWEEN THE CITY OF SOUTH GATE AND  
CLIENFIRST TECHNOLOGY CONSULTING, LLC**

This Agreement for Professional Services for assistance with the Request for Proposal and Competitive Vendor Selection process for a Voice Over Internet Protocol (VoIP) Telecom System ("Agreement") is made and entered into on November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, LLC, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain professional services for assistance with the Request for Proposal (RFP) and Competitive Vendor Selection process for a Voice over Internet Protocol (VoIP) Telecom System;

**WHEREAS**, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Twenty Three Thousand Three Hundred Ninety-Five Dollars (\$23,395)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Administrative Services.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.



- 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.
- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of November 10, 2020, and will remain in effect through and including completion of the Scope of Services attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Administrative Services, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Administrative Services has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
  - b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
- 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action

to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

**6.5 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

**6.5.1** Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.
- 6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.
- 6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
- 6.8.2.** Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.
- 6.9 Consultant's Personnel.**
- 6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.
- 6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
- 6.11 Legal Construction.**
- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a

release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

**6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

**6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**  
City of South Gate  
Jackie Acosta  
Director of Administrative Services  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [jacosta@sogate.org](mailto:jacosta@sogate.org)

**WITH COURTESY COPY TO:**  
City of South Gate  
Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**TO CONSULTANT:**  
ClientFirst Technology Consulting, LLC  
David Krout  
Managing Partner  
980 Montecito Drive, Suite 209  
Corona, CA 92879  
E-mail: [dkrout@clientfirstcg.com](mailto:dkrout@clientfirstcg.com)

**6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

**6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

**6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**DRAFT**

**CLIENTFIRST TECHNOLOGY  
CONSULTING, LLC:**

By: \_\_\_\_\_  
David Krout, Managing Partner

Dated: \_\_\_\_\_



## Exhibit "A"

July 8, 2020

Ms. Jackie Acosta  
Administrative Services Director  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**Re: VoIP Telecom System – RFP and Competitive Vendor Selection**

Dear Ms. Acosta:

ClientFirst appreciates the opportunity to present our proposal for additional consulting services to the City of South Gate. We value the confidence you have placed in us.

Please accept this letter as our proposal for ClientFirst to provide assistance with the design and selection of a new VoIP telecommunications system, development of an RFP, and the associated procurement.

### Background

The City has requested ClientFirst assist with an operational review, specifications development, the development of an RFP, and the competitive vendor selection process for a new telecommunications system for the City.

We propose to meet with City Departments to perform an operational needs assessment, develop specifications and RFP document, assist with the review and scoring of the vendor responses, and provide a recommended course of action.

### Work Steps

Our project work steps are as follows:

**1. We will conduct a review of:**

- Telephone system operation
- Voicemail system and software
- Telecommunications carrier lines and services
- Operational call flow planning
- Features and applications requirements

We will conduct conference calls to perform operational needs interviews with departmental representatives regarding the needed features and operational requirements. We will discuss workflow and how calls flow through the City.

**2. Telecommunications Lines and Services**

We will review the City's telecommunications services and formulate strategies to include as part of our recommended solution. We have the capability to perform a detailed audit of the City's billing, but this process is not currently included in our scope.

For this proposal, we have assumed the City has access to the vendor billing portal, a copy of the existing billing, and/or a detailed listing of the telecommunications services for each location that can be used. This information will be factored into the operational options and included in the telecommunications system and data network RFP.



We will conduct a comparison of the existing costs against newer alternative services, such as Session Initiation Protocol (SIP), to determine if the City can lower operational costs and potentially have a return-on-investment (ROI) of system replacement.

### **3. Operational Requirements and Prepare the Criteria for System Selection**

We will develop a list of selection criteria that will be used while evaluating RFP responses and alternatives. In addition, we will assist the City with the prioritization and quantification of these criteria to best fit the City's needs. These criteria will then be used to provide an apples-to-apples comparison between systems and assist with making the final system selection decision.

### **4. Develop Formal RFP for the Communications System**

Our RFP document will include operational requirements for the telecommunications system and any operational enhancements or applications needed.

We will prepare a detailed telecommunications system RFP that will provide vendors with the information needed to develop a specific proposal. Included in the RFP will be the required equipment, hardware, and software features, as well as the current and projected line capacity. A request for special considerations, such as technical and managerial training for the system being proposed, will also be included in the RFP. The RFP is designed to obtain vendor proposals from multiple manufacturers, dealers and Cloud-based system that are geared toward the City's specifications, rather than their own sales objectives.

The RFP will also include requests for information related to the leasing of equipment and the proposed implementation plan. A draft of the RFP will be submitted for your review and approval prior to its release. We will coordinate the verbiage and layout of the RFP with the City's purchasing department and policies, as needed.

### **5. RFP Release to Selected Vendors (City Responsibility)**

We will work with the City to coordinate a release of the RFP document(s).

Telecommunications manufacturers and dealers selling systems from Avaya, Mitel, NEC, Cisco, ShoreTel, Microsoft, and others should be included. Proposals from vendors offering hosted and cloud solutions will also be obtained using the RFP document. Vendors will be allowed approximately four (4) weeks to prepare a detailed proposal.

### **6. Conduct Formal Question and Answer Process**

Vendors will be required to submit questions in writing to the City. We will work with the City to review these questions, develop a response for each, and prepare a response to be provided to the vendor group. This formal question-and-answer process is designed to provide consistent information to the vendors.

### **7. Receive, Review, and Evaluate Vendor Proposals and Configurations**

We will compare the vendors' configurations and quotes to the system specifications, evaluate the configurations from the standpoint of the selection criteria developed earlier, and obtain additional clarification from the vendors, if needed. We will use our contacts and consultant liaison programs to obtain additional information, as needed.

Our real-life experience with vendors, their performance with other clients, the number and quality of service technicians, installation procedures, flexibility with installation timing, hourly rate negotiations, maintenance cost negotiations, and many other factors are of great value during the selection process.



## **8. Prepare Comparison and Vendor Response Evaluation**

This evaluation will provide an analysis of the proposed system's ability to meet the City's telecommunications needs. It will include the use of our evaluation tool that includes a formal evaluation scoring matrix, cost analysis, life-cycle costs, as well as a review of the selected vendors' references to verify their ability to perform.

## **9. Vendor Proposal Findings Workshop**

After our review of the vendor proposals, we will conduct a findings workshop to review the vendor proposals and initial rankings of the vendor proposals. This meeting is both a presentation by ClientFirst and a discussion of the vendor quotes and offerings.

## **10. Vendor Finalist Demonstrations/Presentations**

We will coordinate and virtually attend vendor demonstrations and prepare a specific agenda for the meeting that vendors are to follow. We will also prepare evaluation tools to be used during the demonstrations by selected City staff to obtain input regarding the vendors and equipment shown. We have found this approach provides the client with a more focused presentation of key areas and an organized method for allowing input from a selected user group.

These presentations can be done on-site or via video presentation tools. We will work with the City and the vendors to coordinate the best approach.

Many clients decide conducting product demonstrations that include three or four vendor finalists is a good step. We have assumed there will be three or four meetings. If more than three or four vendors are invited to provide demonstrations, we will work with the City to adjust our scope of service to address this change.

## **11. Report/Evaluation Tool of Findings and Recommendations**

This report will give the City a review of the various vendor proposals and will include specific vendor selection recommendations. It will provide analysis of the ability of the proposed systems to meet the City's telecommunications needs and will include a complete review of the vendor proposals including, but not limited to, an evaluation of one-time purchase costs, life-cycle cost analysis, and a review of the vendors' references. We will conduct a meeting with the City to review our findings and recommendations.



## Consulting Fees

Our fees for the proposed project are based on the actual time spent on the project billed at our standard rates, plus out-of-pocket expenses. Expenses are not included. We anticipate no on-site meetings. Expenses will be \$200. Hourly rates vary according to the level of responsibility and degree of experience of the individual consultant.

Step	Telecommunications System Replacement Project	Total Billable Hours	Weiman	Struwing
<b>Operational Needs Assessment, RFP Development, and Vendor Selection</b>				
1	Conduct review of telephone system and software, and conduct departmental interviews via virtual meetings.	12	12	
	Develop alternative designs and approaches.	4	2	2
2	Telecom service and lines review.	9	1	8
3	Prepare operational requirements and criteria for system selection.	2	2	
4	Develop formal RFP for communications system.	18	16	2
	Draft RFP communications for publication.	2	2	
5	Release RFP to vendors (City responsibility).	0		
6	Conduct formal question and answer process (City responsibility - CF to answer provided questions).	12	12	
7	Review and evaluate vendor proposals (City Clerk to receive).	24	20	4
8	Prepare comparison of vendor responses.	8	4	4
9	Conduct vendor review findings workshop.	2	2	
10	Coordinate and virtually attend finalist vendor presentation and demonstrations.	16	16	
	Collect and compile vendor scoring from staff.	2	2	
11	Develop findings and recommendations report.	8	8	
	Present findings and recommendations.	2	2	
	Hours	121	101	20
	Rates		\$195	\$175
	Expenses	\$200		
	<b>Phase 1 Fees</b>	<b>\$23,395</b>		

Phase	Hours	Fees
RFP Development and Competitive Vendor Selection	121	\$23,395

## Maximum Cost

The consulting fees and expenses payable based on this agreement shall not exceed the amounts shown.



## Project Timing

We can begin activities related to this project within 7 days of finalizing an agreement for accepting this proposal. We anticipate the total elapsed project time for the various phases to be as follows:

Service Phase	Name	Estimated Timing
Phase 1	RFP Development and Competitive System Selection	12 Weeks
Phase 2	Implementation Project Management	TBD

## Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If, during the course of the project, the nature or scope of our work should change significantly, we would discuss such matters and their effect on our fees and obtain written approval before proceeding.

## Payment Terms

We invoice monthly as progress proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses as a part of the invoice. Payments are due within 30 days of receipt, via check or ACH.

## Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.



## Acceptance

If this proposal is in accordance with the City's understanding of the services to be performed by ClientFirst, please sign and date this letter, and return it, physically or electronically.


If you have any questions, feel free to contact me at 847.910.7047 or via email at [tweiman@clientfirstcg.com](mailto:tweiman@clientfirstcg.com) for additional information. Attached are resumes of key members of our project team.

We look forward to the continued opportunity of serving the City of South Gate as one of our many satisfied clients.

Sincerely,

**Thomas Weiman**  
Practice Leader  
Enterprise Communications Consulting



<i>Accepted by</i>	
<b>City of South Gate, CA</b>	
	
<i>Signature</i>	<i>Date</i>
<i>Name and Title (print)</i>	



# Tom Weiman

## Practice Leader, Enterprise Communications Consulting

Tom Weiman has been providing IT and telecommunications consulting for more than 25 years. He has experience providing consulting in telecommunications, data networks (LAN/WAN), and cable infrastructure.

Tom's unique combination of voice, data, and infrastructure experience provides our clients with years of design, selection, and implementation experience with all facets of IT and telecommunications. Tom has direct experience in the detailed design of contact centers, IVR operations, and the integration of voice and data services for multi-location clients.

### Highlights

- Lead Project Manager, State of Wisconsin, saving the state over \$90 million in telecommunications service costs
- Former Partner and National Telecom Consulting Project Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Call Center Campus Instructor at Purdue University, Center for Customer-Driven Quality
- Provided telecommunications consulting services to nearly 300 public agencies throughout the United States, including government agencies, non-profit organizations, healthcare and financial institutions, and educational institutions at the K-12 and higher education levels

### Agency Experience

City of Bettendorf  
City of Bloomington  
City of Brentwood  
City of Burbank  
City of Calabasas  
City of Camarillo  
City of Cape Coral  
City of Chino  
City of Corona  
City of Countryside  
City of Deerfield Beach  
City of Downey  
City of Dunedin  
City of Eau Claire  
City of Escondido  
City of Fort Lauderdale  
City of Foster City  
City of Kinston  
City of La Habra  
City of La Puente  
City of Laguna Niguel  
City of Lake Forest  
City of Mason City  
City of Matteson  
City of Miami Springs  
City of Moline  
City of Mount Airy  
City of Mount Dora  
City of Mumeta  
City of Naperville  
City of New Hampton  
City of New Haven  
City of Oakbrook Terrace  
City of Orland Park  
City of Palm Desert  
City of Palmdale  
City of Piedmont  
City of Pompano Beach  
City of Port St. Lucie  
City of Prospect Heights  
City of Rancho Cucamonga  
City of Rancho Mirage  
City of Redlands  
City of Rock Island  
City of Rockford  
City of Sacramento  
City of Salisbury  
City of San Clemente  
City of San Gabriel  
City of San Rafael  
City of Sierra Madre

City of Sioux Falls  
City of South Pasadena  
City of South San Francisco  
City of St. Charles  
City of Upland  
City of Waukegan  
City of Wauwatosa  
City of West Allis  
City of West Covina  
City of West Des Moines  
City of West St. Paul  
County of Buncombe  
County of Cabarrus  
County of DuPage  
County of Milwaukee  
County of Montgomery  
County of Orange  
County of Peoria  
County of San Bernardino  
County of Sangamon  
County of Tazewell  
County of Tuolumne  
County of Will  
County of Winnebago  
County of Yolo  
Town of Danville  
Town of Truckee  
Village of Arlington Heights  
Village of Cary  
Village of Lincolnwood  
Village of Northfield  
Village of Oak Brook  
Village of Oak Park  
Village of Palos Park  
Village of River Forest  
Village of Riverside  
Civitas Schools  
Consolidated SD 158  
Algonquin CUSD 300  
Arlington Heights Township  
HSD 214  
Assumption Catholic High School, Davenport  
Batavia SD 101  
Burlington Central CUSD 301  
Castaic Lake Water Agency  
Cedar Rapids Community School District  
Davenport Community Schools  
Davenport School District

DeKalb CUSD 428  
Diocese of Davenport  
Catholic Schools  
Diocese of Madison Catholic Schools  
Dubuque Community School District  
Eastern IL University  
Elgin School District  
Forest Preserve District of Will County  
Geneva Community Unit SD 304  
Glenview Schools  
Gower School District 62  
Hampton SD 29  
Harlem SD 122  
Harrison SD 36  
Harvard CUSD 50  
IL Action for Children  
Illinois State University  
Indian Prairie CUSD 204  
Irvine School District  
Knoxville Community School District  
Livermore Area RFD  
Madison School District  
Mason City School District  
Mount Prospect SD 57  
Naperville CUSD 203  
Newhall County Water District  
Normidge Park District  
North Scott School District  
Oak Park Public Library  
Ohlone Community College  
Omaha Public Power District (OPPD)  
Orland Park CHSD 230  
Oswego CUSD 308  
Oswego Public Library District  
PACE Suburban Bus Division RTA  
Park District of Highland Park  
Park Ridge-Niles CCSD 64  
Port Byron Central School Districts

Rapid City Area Schools  
Riverdale CUSD 100  
Riverside SD 96  
Rockford Public Library  
Salisbury-Rowan Utilities (SRU)  
San Bernardino Municipal Water Department  
San Jose/Evergreen Community College  
Schaumburg Township District Library  
Sherrad Community Schools  
Shorewood School District  
South Florida Water Management  
St. Ambrose University  
St. Charles CUSD 303  
Sunset Ridge SD 29  
University of Chicago  
University of Michigan  
University of Notre Dame  
Wahlert Catholic High School  
Washington County School District  
West Allis School District  
West Aurora SD 129  
Wheaton-Warrenville SD 200  
Whitnall School District  
Cedar Falls Utilities  
Central Illinois Power  
Church of Our Savior



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Communications from St. Ambrose University
- Ongoing training from Avaya/Cisco/ShoreTel/Nortel/Mitel/NEC, and others
- Past President and current member of the Iowa Telecommunications Users Group (ITUG)
- Member, All Major Vendor Consultant Programs
- Member, Association of Communications Technology Professionals in Higher Education (ACUTA)
- Member, Building Industry Consulting Services, International (BICSI)
- Member, Healthcare Information and Management Systems Society (HIMSS)
- Member, Society of Telecommunications Consultants (STC)
- Member, Institute of Electrical and Electronics Engineers (IEEE)

### SPECIALTIES

- Billing Audits and Cost Reviews
- Carrier Services Cost Analysis
- Competitive Hardware and Services RFP Development and Evaluations
- Implementation Project Management
- Operational Assessment and Workflow
- Strategic Telecommunications Planning
- VoIP Readiness Assessments and Review



I would like to thank both of you, especially Tom, for all the hard work you did for us. We could not have done this RFP process successfully without your help.

—IS Manager  
CA Municipality

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR ASSISTANCE WITH THE REQUEST FOR PROPOSAL AND  
COMPETITIVE VENDOR SELECTION PROCESS FOR A TIME &  
ATTENDANCE SYSTEM BETWEEN THE CITY OF SOUTH GATE AND  
CLIENFIRST TECHNOLOGY CONSULTING, LLC**

This Agreement for Professional Services for assistance with the Request for Proposal and Competitive Vendor Selection process for a Time & Attendance System ("Agreement") is made and entered into on November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, LLC, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain professional services for assistance with the Request for Proposal (RFP) and Competitive Vendor Selection process for a Time & Attendance System;

**WHEREAS**, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Twenty Nine Thousand Eight Hundred Eighty Dollars (\$29,880)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Administrative Services.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
  - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.



- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is **effective as of November 10, 2020, and will remain in effect through and including completion of the Scope of Services** attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Administrative Services, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Administrative Services has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.
- 6.3 **Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 **Non-Discrimination.**
  - 6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer,

recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

**6.5 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

**6.5.1** Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

**6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against

City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

**6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

**6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

**6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

**6.8.2.** Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

**6.9 Consultant's Personnel.**

**6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.
- 6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
- 6.11 Legal Construction.**
- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a

release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

**6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

**6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**  
City of South Gate  
Jackie Acosta  
Director of Administrative Services  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [jacosta@sogate.org](mailto:jacosta@sogate.org)

**WITH COURTESY COPY TO:**  
City of South Gate  
Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**TO CONSULTANT:**  
ClientFirst Technology Consulting, LLC  
David Krout  
Managing Partner  
980 Montecito Drive, Suite 209  
Corona, CA 92879  
E-mail: [dkrout@clientfirstcg.com](mailto:dkrout@clientfirstcg.com)

**6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

**6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

**6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM**  
**DRAFT**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY  
CONSULTING, LLC:**

By: \_\_\_\_\_  
David Krout, Managing Partner

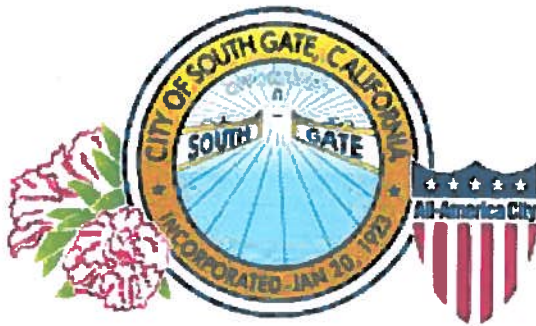
Date: \_\_\_\_\_



Exhibit "A"

# Time and Attendance Software Selection Assistance

*September 3, 2019*



*Client Locations*  
**Coast-to-Coast**

*Practice Locations*  
**California**  
**Illinois**  
**Texas**  
**North Carolina**

**800.806.3080**  
[www.clientfirstcg.com](http://www.clientfirstcg.com)

Optimal Technology Guidance

**CLIENTFIRST**  
TECHNOLOGY CONSULTING

September 3, 2019

Ms. Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**RE: Time and Attendance Software Selection Assistance**

Dear Ms. Acosta:

CLIENTFIRST appreciates the opportunity to present the City of South Gate with our proposal. Our consultants have decades of experience providing Time and Attendance system needs assessments, process reviews, selection services, and implementation project management oversight to municipalities throughout the United States. Key qualifications include:

**Local Government ONLY Focus** – CLIENTFIRST Technology Consulting specializes in helping local government agencies evaluate the solutions that best fit their agency's specific business process requirements, foster buy-in and consensus across the organization, and provide the best value proposition.

**True Independence** – CLIENTFIRST is completely independent and unbiased in its analysis and recommendations. We do NOT resell software or employ third-party implementers, trainers, or programmers for software solutions.

**Expertise and Experience** – CLIENTFIRST has worked with hundreds of municipalities. The proposed project team has a track record of successful local government software assessments, evaluations, and implementations throughout the United States.

**Our clients say we excel in these areas:**

- Following best practices
- Customizing the business process review and new system feature/function requirements to each specific agency
- Building consensus throughout the organization
- Educating staff and transferring knowledge
- Effectively supporting change management and buy-in at all levels
- Improving implementation readiness and reducing risk
- Helping gain management and support of elected officials through education and business-case development

If you have any questions, feel free to contact me at 951.739.7989 or via email at [dkrout@clientfirstcg.com](mailto:dkrout@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,



**David W. Krout, CPA**  
Partner  
Management Consulting Practice Leader



# Table of Contents

<b>SCOPE, METHODOLOGY, AND APPROACH .....</b>	<b>4</b>
Project Background and Understanding .....	5
Methodology .....	5
Phase 1 – Project Management .....	6
Phase 2 – Needs Assessment and Gap Analysis .....	6
Phase 3 – Develop Request for Proposals (RFP) .....	7
Phase 4 – Evaluation and Vendor Selection.....	8
Phase 5 – Contract Negotiations .....	10
Phase 6 – Implementation Assistance (OPTIONAL) .....	10
Work Plan .....	13
 <b>KEY PERSONNEL .....</b>	 <b>17</b>
Team Member Roles .....	18
Key Personnel .....	18
 <b>FEE INFORMATION .....</b>	 <b>25</b>
 <b>QUALIFICATIONS AND EXPERIENCE.....</b>	 <b>27</b>
Why <i>CLIENTFIRST</i> is the Best Choice .....	28
Applications Consulting Practice Profile .....	28
Government Technology .....	30
Practice Locations .....	30
Business Management Approach .....	30
Practical Recommendations .....	30
True Independence.....	30
National Recognition.....	30
Industry Recognition .....	31
Diversified Experience .....	32
Integrated Technology Solutions Groups.....	32
 <b>REFERENCES.....</b>	 <b>33</b>

Our best-practice methodology and approach for process reviews, software selections, and implementation management serves as the cornerstone of projects to successfully manage change, risk, and implementation readiness.



# Scope, Methodology, and Approach

I was extremely pleased with the product *CLIENTFIRST* delivered and the process used in their consulting. The city didn't have any leadership or IT department, and I was looking for a company that could develop a roadmap for the city. I felt *CLIENTFIRST* kept everyone engaged and informed.

—Director of Finance and Administrative Services  
Technology Master Planning



## Project Background and Understanding

The City of South Gate is seeking consultant advisory services to prepare for a new Time and Attendance system selection and implementation.

### Project Objectives

1. Replace the existing systems and processes.
2. Improve and streamline operational/business processes, including the reduction of manual paper processes and redundant shadow systems.
3. Adopt use of best business practices.
4. Complete a successful implementation of the system on-time and within budget.

Our experience and practice will allow us to deliver these tasks with added value and benefit. It is important to understand that the process steps and best practices are critical in building a base of understanding to properly prepare the City for a successful implementation. Change management, knowledge transfer, best practices, and realistic expectation-setting are a constant theme through all our workshops.

## Methodology

Our collaborative approach to software needs assessment, process review, and selection projects shapes and develops our recommendations and approach, enabling us to tailor each step to fit our clients' unique needs and specifications. We view this as a partnership with the City of South Gate to improve the Time and Attendance environment.





## Phase 1 – Project Management

### Project Management

We will work with City Project Manager to finalize the project work plan, timelines and arrange communications, logistics, and support. We also provide ongoing project coordination and status updates.

### Project Kick-Off and Project Team Development

We conduct a formal Kick-Off Meeting and then work with the Project Manager from the organization to finalize the makeup of the Project Team (Project Management Office or PMO). PMO is a Project Management Institute best practice.

### Stakeholder Team Development

We also assist in developing stakeholder teams according to enterprise application management and support best practices. These module teams identify process owners, power users, users with analyst skill sets and ad hoc report-writer skills, functional-area leads, and other cross-functional project team members. This is critical to defining roles and responsibilities and engaging departments so they take an active ownership role in their business processes and the new system that will become the backbone of those processes.

#### Phase 1 Deliverables

- Project Management Office Setup
- Project Plan
- Communications Plan
- Timelines
- Kick-Off Meeting
- Stakeholder Teams Development
- Executive/Project Status Reports

## Phase 2 – Needs Assessment and Gap Analysis

We utilize a collaborative approach to perform the assessment and determine the needs and requirements of the City. In this process, engaging end-users, support staff, management, and elected officials (if requested) ensures that everyone has an active role in identifying the unique requirements of the City. This results in enhancing user and management buy-in that is critical to the success of an implementation project.



### Needs Assessment Questionnaires

We develop a personalized Assessment Questionnaire, Interview Workshop Guide, and other information requests to be used during the discovery process with staff. These documents relate to existing and future information system needs and process improvements opportunities.



## Information Requests and Background Analysis

In addition to the questionnaire and forms, we obtain and analyze the following background information, as available:

- Organization charts
- Documented processes
- Key reports
- Forms and correspondence
- All utilized software and systems
- All utilized software and systems interfacing with other functions
- Other applicable information

### Phase 2 Deliverables

- Questionnaire and Information Requests
- Process Review Workshops
- New System Requirements Documentation

## Business Process Review and Requirements Interview Workshops

We meet with the Module Stakeholder Teams to review existing manual and automated systems and operations, including any custom-developed, workaround systems and processes in order to identify and uncover current and future needs. Our scope includes process reviews of As-Is and To-Be functionality, with deliverables focusing on feature/function requirements of the replacement system.

David Krout, Partner, CPA (*inactive*) will personally lead every workshop at all levels of the project, bringing the benefit of his 22 years of local government applications consulting experience with nearly 100 agencies.

## System Requirements Documentation

We review information gathered during the interview process and develop system requirement specifications (features/functions). Most deliverables will be provided in MS Word, Excel, and PowerPoint. We will ask the Core Project Team to review and suggest modifications to all our deliverables throughout the project. All final deliverables will be a collaboration between CLIENTFIRST and the Core Project Team through workshop reviews, prioritizations, document edit suggestions, and final decisions on recommendations.

## Phase 3 – Develop Request for Proposals (RFP)

### Preliminary Vendor Research

We prepare a list of prescreened information system vendors and their contact information. Our objective will be to identify vendors specializing in government agencies that have applications for future system needs that are already being used in live production.

### Develop Request for Proposals (RFP) with Electronic Response Forms

We create criteria, business objectives, and instructions documentation for the development of RFP documents with Electronic Vendor Response Forms. We generate the following document materials, as applicable:

- Application Software: Processing and Reporting Requirements
  - Average Processing Volumes
  - Conversion Requirements
  - Interface Requirements
  - Other Application Considerations



- Systems Software
  - ◆ Operating System
  - ◆ Languages
  - ◆ Productivity Tools
  - ◆ Database
  - ◆ Other Systems Software
- Hardware
  - ◆ Platform Architecture Preferences
  - ◆ Service and Support Requirements
  - ◆ Other Technical Requirements
- Documentation
- Technical and User Training
- Other Required Proposal Elements
  - ◆ Vendor Instructions
  - ◆ Pre-Formatted Total-Cost-of-Ownership Forms:
    - Acquisition Costs
    - Maintenance Costs
    - Other Relevant Cost Considerations
  - ◆ Vendor-Related Information:
    - Number, Type, and Size of Users
    - Financial Condition
    - Support SLAs
    - Implementation Approach
    - Other Vendor Considerations

### Issue RFP and Facilitate Vendor Response Activities

We assist in communicating with vendors, according to appropriate procurement requirements, during preparation of their proposals. Written questions and answers are utilized to answer questions and respond to information requests. If necessary, a bidder's conference is conducted.

## Phase 4 – Evaluation and Vendor Selection

### Vendor Proposal Evaluations

We obtain any additional information necessary to analyze and evaluate proposal responses. This ensures that vendors can provide the desired services. We will provide Summary Vendor Proposal Analysis. We also work with the module/functional area teams to review the software vendors' noncompliant feature/function responses and the negative impact they will have on actual business operations. Prioritizing the vendor weaknesses at this level is what differentiates the vendors' ability to be a close fit for the agency's desired process improvements.

The level of detail *CLIENTFIRST* explored was extremely valuable. We had attempted to do the same effort a few years ago, and there was no comparison. Through the needs assessment process, *CLIENTFIRST* collected a tremendous number of valuable details.

—IT Coordinator  
Software Selection





## Analysis Results Workshop

Conduct a workshop, including an analysis of the vendor response with Core Project Team and Module Stakeholder Team leads.

## Develop Demonstration Documents

We prepare agendas with guidelines ("scripts") for vendor demonstrations to be sent to the vendor for their advance preparation. We will assist the City in preparing additional examples and scripts where necessary.

## Reference and Site-Visit Forms Preparation

Prepare forms to be used by Project Team members to conduct finalist reference checks and prepare a Site-Visit Form for City personnel to use during site visit(s).

## Facilitate Vendor Demonstrations

The software demonstrations should ensure that all key and pertinent requirements defined by the organization are addressed.

The organization's personnel will evaluate the vendor demonstrations using Demonstration Evaluation Forms. These forms use a rating system to assist with the comparison of vendors. These forms also assist in identifying the specific strengths and weaknesses of each vendor from the agency's staff perspective.

## Post-Demonstration Reference Checks, Site Visits, and Due Diligence/Follow-Up

We assist with due diligence of the vendor finalist, including the management of post-demonstration follow-up issues, as needed. Follow-up issues may include, but are not limited to:

- Memoranda regarding follow-up requirements
- Vendor communications
- Conversion and potential modification issues
- Facilitation of additional demonstrations
- Reviewing hardware requirements
- Site-visit preparation assistance and site-visit checklists

## Facilitate Final Vendor Selection

Conduct a meeting with the City's Project Team to facilitate discussion and finalize the vendor selection. The Vendor Demonstration Evaluations, in combination with additional analysis, will be used to facilitate the selection of a finalist.

### Phase 4 Deliverables

- Preliminary Vendor Proposal Analysis Report
- Detailed Vendor Comparison Analysis Matrix
- Vendor Short-List Workshop
- Demonstration Agenda and User Evaluation Forms
- Reference Checking / Site-Visit Evaluation Forms
- Post Demonstration Due Diligence Follow-up Matrix



## Phase 5 – Contract Negotiations

### Implementation Plan (SOW) Review

We work with the agency and vendor to review the statement of work (SOW), which includes the implementation plan, project management team, resource requirements, vendor-versus-agency staff responsibilities, and timelines.

### Contract Review and Negotiation Assistance

Assist with contract review and negotiation assistance (in a non-legal capacity). Assumes contract review and negotiations with single, primary vendor. Additional required and/or requested hours will be billed on a preapproved, time-and-materials basis.

## Phase 6 – Implementation Assistance (OPTIONAL)

### Implementation Plan and Approach

The City requires assistance with implementation planning and project management. At a high level, the following steps will be required for each task: design, design documentation, setup, configuration, conversion, data testing, training, go-live, and post-go-live support. Also required will be integration between the Time and Attendance system and other City systems, as well as reporting requirements.

The City's functional or module leads serve as co-coordinators for the implementation led by the City's Project Manager. The selected vendor will provide a project manager that will be responsible for coordination of all vendor tasks. The vendor project manager will primarily interface with the City Project Manager. Project initiation and planning will be provided by *CLIENTFIRST*.

Below, we show typical implementation planning and organization of a project of this magnitude.

### Implementation Organization Methodology

#### ***Project Management Office Defined***

Project Management Office (PMO), as defined by the Project Management Institute (PMI), is the application of knowledge, skills, tools, and techniques to project activities to meet project requirements. Project management is accomplished through the appropriate application and integration of 42 project-related processes comprising the five process groups of (1) initiating, (2) planning, (3) executing, (4) monitoring and controlling, and (5) closing.

PMO typically includes:

1. Identifying and documenting project requirements
2. Addressing the needs, concerns, and expectations of the stakeholders
3. Balancing competing project constraints, including scope, quality, schedule, budget, resources, and risk

In order to be successful, tasks must be done in the proper order. Skipping steps, re-sequencing, or lack of focus, all reduce the

*CLIENTFIRST* approached projects with a good strategy and delivered real-world insights and suggestions for solutions.

—Assistant IT Director  
Software Selection

When *CLIENTFIRST* sees a unique situation, they don't try to dictate a response based on previous experiences. *CLIENTFIRST* is open to listen and find creative solutions.

—IS Director  
Software Selection



chances of success. Creativity may be allowed within the general structure but is based on the specific circumstances.

### ***Organization Structure***

Every project is unique, and the method must be tailored to the situation, people, time, money, scope, and other constraints.

1. An enterprise implementation is **not a technology project**. It is an investment in an "organizational transformation and process improvement" project.
2. Technology can help **enable and accelerate** the transformation but cannot **cause** a transformation.

### ***Project Initiation***

The components of Project Initiation are outlined below:

- Project Organization
- Stakeholder Identification
- Develop Project Charter
  - ◆ The Project Charter is a clear and shared understanding and authorization of the project to be completed. It includes:
    - A statement of business needs and objectives
    - An agreement on the deliverables
    - An overview of the plan to accomplish the project on time and within budget
    - Clear accountability, for realizing the benefits
    - Relevant metrics
    - An effective benefits realization process
    - Project Kick-Off Meeting
    - PMO – PMO Role Defined

### ***Project Planning***

- Confirm Project Scope, Deliverables, Work Plan, Resources, and Budget
- Plan for:
  - ◆ Project Governance
  - ◆ Quality Assurance
  - ◆ Risk Mitigation
  - ◆ Project Communication and Information Management
  - ◆ Project Reporting
  - ◆ Project Document
  - ◆ Project Team
  - ◆ Organizational Change Management
  - ◆ Post Implementation Support

### ***Project Monitoring, Controlling, and Reporting***

- Scope Management
- Work Plan/Production Monitoring and Management
- Budget Monitoring
- Quality Assurance Management
- Application Design and Configuration
- Infrastructure Deployment



- Training and Knowledge Transfer
- Data Conversion
- Reports, Queries, Forms, and Analytics
- Interfaces and Integrations
- Modifications and Enhancements
- Testing and Systems Validation
- Documentation Production
- Deliverables Assurance

***Additional Project Monitoring, Controlling, and Reporting Responsibilities***

- Risk Management and Mitigation
- Project Communication and Information Management
- Status Reporting
- Status Meetings
- Information Repository and Sharing
- Project Team Management
- Change and Issue Management
- Post Implementation Support Readiness
- Organizational Change Management

***Project Completion and Assessment***

- Post-Implementation Assessment
- Support, Growth, and Maintenance Planning



## Work Plan

Step	Time and Attendance Software Selection Assistance	Total Billable Hours	David	Tam/Alex
<b>Phase 1 - Project Management</b>				
1	<p><b>Project Management and Planning</b> - Work with the City Project Manager to finalize the project work plan and timelines, and arrange communications, logistics, and support. Schedule various meetings with personnel from each functional area to review and discuss existing and future information system needs. Provide ongoing project coordination and status updates.</p> <p>Act as a liaison between the executive stakeholder team, project team, vendor(s), and City staff.</p> <p>Develop and manage a comprehensive project plan, detailing project stages, milestones, and resources.</p> <p>Manage the Change Management Process with oversight from the City Project Manager.</p> <p>Develop consultant communications and plan, and provide monthly executive/project status reports, including decisions, issues, and action items.</p>	10	2	8
2	<p><b>Kick-Off and Project Team Development</b> - Work with the City Project Manager to finalize the makeup of the Project Team, and document required roles and responsibilities. This will include the following steps:</p> <p>Conduct a formal Kick-Off Meeting to officially start the project, and provide an overview of the project to Project Team members, City stakeholders, and other engagement participants.</p> <p>Project Team organization includes setting up a PMO office, per Project Management Institute best practices.</p> <p>Develop module and functional-area teams based on Time and Attendance Application Management and Support best practices. These teams will also be utilized during implementation.</p> <p>Assist in educating Project Team members and stakeholders on defined roles and responsibilities. This will be facilitated through the completion of forms for use in workshops, including background concepts, instructions, and finalization.</p>	8	4	4



Step	Time and Attendance Software Selection Assistance	Total Billable Hours	David	Tam/Alex
<b>Phase 2 - Needs Assessment and Gap Analysis</b>				
3	<b>Needs Assessment Questionnaires/Information Requests</b> - Develop a tailored Needs Assessment Questionnaire related to existing and future information system needs to be used during the discovery process with staff. The questionnaire results will be utilized to guide the business process reviews by module, including automating manual processes, streamlining others, improving integrations, and identifying unmet reporting needs.	3	1	2
4	<b>Background and Analysis</b> - Obtain and analyze background information, including internal questionnaires and surveys.	2	1	1
5	<b>Business Process Analysis and System Requirements Workshops</b> - Meet with module teams to review existing manual and automated systems and operations, including any custom-developed workaround systems or processes. Change Management and best practices for vendor selection and implementation preparation will be addressed throughout all workshops. Workshops will also identify deficiencies in current process and establish expectations, or improved design and efficiencies in a modern Time and Attendance solution.	24	12	12
6	<b>System Requirements Documentation</b> - Review information gathered during the process reviews and develop system requirement specifications.	12	4	8
7	<b>Process Review and System Requirements Documentation Modifications</b> - Incorporate and revise the process review and requirements specification documents by incorporating feedback received from the organization, following the organization's review of materials.	4	2	2
<b>Phase 3 - Develop Request for Proposals (RFP)</b>				
8	<b>Preliminary Vendor Communication/Research</b> - We will prepare a list of pre-screened information system vendors and their contact information, based on the assessment process and new system requirements. Our objective will be to identify vendors specializing in government agencies that have the applications for future needs that are already in use in the industry.	6	2	4



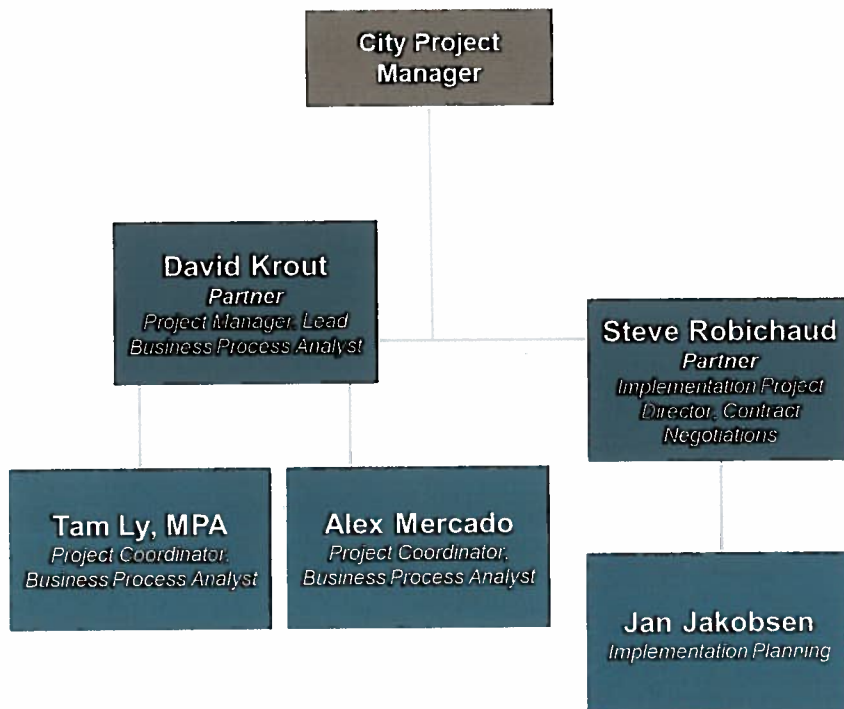
Step	Time and Attendance Software Selection Assistance	Total Billable Hours	David	Tam/Alex
9	<b>Develop Request for Proposals (RFP) with Electronic Response Forms</b> - We will prepare Request for Proposals (RFP) documents. RFP will include, but will not be limited to, the following:	10	2	8
	Formatted to receive proposals for SaaS/cloud and on-premise proposal options, including required infrastructure of each option (new system hardware, network, system software, and workstation requirements)		Included	Included
	Detailed implementation service requirements			
	Migration or conversion from existing to new system (cost and timeline)		Included	Included
	Review of system and technical specifications		Included	Included
	Training cost and schedule		Included	Included
	Implementation estimated costs and timelines		Included	Included
10	<b>RFP Issuance and Facilitate Vendor Response Activities</b> - Assist the City in issuing the RFP and facilitate pre-proposal activities, including:	4	2	2
	Manage vendor questions and answers during established proposal response timelines.		Included	Included
	If necessary, assist with required RFP addenda.		Included	Included
<b>Phase 4 - Evaluation and Vendor Selection</b>				
11	<b>Proposal Evaluation</b> - Analyze and evaluate proposal responses. Provide an initial Summary Vendor Comparison Worksheet and Vendor Executive Summary Analysis Memorandum.	9	1	8
12	<b>Analysis Results Workshop to Determine Vendor Finalists (Short List)</b> - Conduct a workshop that includes the review of the Vendor Comparison Worksheet and Vendor Executive Summary Analysis. We will use a Finalist Decision Guide to conduct this workshop and determine a vendor short list.	6	4	2
13	<b>Develop Demonstration Documents</b> - Prepare an agenda and demonstration scripts or guides for vendor demonstrations. These will be sent to vendor finalists for their advance preparation. Also, prepare Vendor Demonstration Evaluation Forms for use by all participating City staff members during demonstration sessions. We will also prepare a form to be used by Project Team members to conduct finalist reference checks and/or calls, and prepare a Site-Visit Form for City personnel to use during site visit(s).	7	1	6



Step	Time and Attendance Software Selection Assistance	Total Billable Hours	David	Tam/Alex
14	<b>Facilitate Vendor Demonstrations</b> - Assist the City in scheduling demonstration dates, and facilitate initial vendor demonstrations to ensure that pertinent requirements are addressed. City personnel will evaluate vendor demonstrations using Demonstration Evaluation Forms. These forms use a rating system to assist with the comparison of vendors. Hours estimated are based on three vendors at one day each. Additional vendor demonstration assistance will be billed on a pre-approved time-and-materials basis.	36	12	24
15	<b>Post-Demonstration Visit, Reference Check, Due Diligence, and Follow-Up</b> - Assist with additional finalist vendor(s) follow-up issues and due diligence. This may include additional demonstrations, Q&A facilitation, reference checking, site-visit assistance, etc. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	16	4	12
<b>Phase 5 - Contract Negotiations</b>				
16	<b>Implementation Plan (SOW) Review</b> - Work with the City and the selected vendor to review and finalize Statement of Work, Implementation Schedule/Plan, Project Management Office, resource requirements, and timelines.	4	4	
17	<b>Contract Review and Negotiation Assistance</b> - Assist with contract review and negotiation assistance (in a non-legal capacity). Assumes contract review and negotiations with single, primary vendor. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	16	16	
	Hours	177	74	103
	Rates		\$195	\$150
	Average Hourly Rate	\$169		
	Fees	\$29,880		
	Travel and Related Expenses (not to exceed 10%)	N/A		
	<b>Total Project Costs</b>	<b>\$29,880</b>		



The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, and will work as an integrated team to provide end-to-end consulting and support services. Detailed profiles for each Project Team member are found in this section.





## Team Member Roles

### Project Manager – David Krout

The Project Manager oversees the day-to-day *CLIENTFIRST* project activities and management of the deliverables. This person also directs the *CLIENTFIRST* project team consultants assigned to the project and is the primary day-to-day contact for the client.

### Application Consultants – David Krout, Tam Ly, Alex Mercado

*CLIENTFIRST* assigns two or more Application Consultants to every project for continuity and back-up. These consultants perform the business analysis and necessary tasks required to provide the deliverables defined in the project scope of work. These consultants are directed by the *CLIENTFIRST* Project Manager described above.

**Note:** David Krout, Partner, CPA (inactive) will *personally lead every workshop at all levels of the project*, bringing the benefit of his 22 years of local government applications consulting experience with nearly 100 agencies.

### Implementation Project Director – Steve Robichaud, Jan Jakobsen

The Implementation Project Director oversees the overarching *CLIENTFIRST* implementation activities and is involved in critical meetings, risk management activities, and assuring the Implementation Management services delivered by *CLIENTFIRST*'s assigned Implementation Project Manager meet our standards. This role is *performed by a CLIENTFIRST partner* due to the need for executive-level experience involved in the delivery of our services.

## Key Personnel

All assigned personnel have sufficient availability to complete this project on time and within budget.

### David Krout - Partner, Management Consulting

#### Project Role: Selection Project Manager, Lead Business Process Analyst, and Solutions Architecture

David Krout, CPA (*inactive*) has been continually working with municipalities nationwide on these application selection projects for over 20 years. David has literally interviewed thousands of users, in all municipal departments, in business process workshops. For this project, David will personally lead every workshop at all levels.

### Steve Robichaud - Partner, Applications Consulting

#### Project Role: Contract Negotiations and Implementation Project Director

Steve Robichaud has been continually working with local government agencies for over 25 years and is a former President and General Manager of a nationally prominent local government software vendor. His background makes him invaluable in contract negotiations and implementation project management.



## Tam Ly - Management Consultant

### Project Role: Business Process Analyst

Tam Ly has 10 years of public agency experience, plus 10 years of public sector management consulting experience. Tam formerly worked in finance for the City of Wellesley and Boston Edison electrical utility. Tam Ly has worked on two dozen projects with similar scope to the City of South Gate and will serve as a business process analyst and senior management consultant, and will assist with project coordination.

## Alex Mercado - Applications Consultant

### Project Role: Business Process Analyst

Alex has a degree in accounting and has worked on dozens of Time and Attendance software selection, process reviews, application consulting, and implementation assistance projects. He will serve as a business process analyst and provide technical analysis of the vendor proposals.

## Jan Jakobsen - Management Consultant

### Project Role: Implementation Consultant

Jan Jakobsen has 30 years of experience in Time and Attendance support, implementation, training, project management, and business process analysis. She has been exclusively dedicated to local government agencies for 15 years and is the senior most Time and Attendance implementation project manager at *CLIENTFIRST*. Jan will assist Steve with evaluation of the vendors implementation statement of work and planning.



# David W. Krout, CPA *(Inactive)*

## Partner – Management Consulting Practice Leader

David Krout has nearly 20 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the customer and the vendor.

Mr. Krout's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their IT utilization.

Having worked for a leading local government enterprise software provider, Mr. Krout brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between customers and software vendors.

### Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO) and Municipal Information Systems Association of California (MISAC)
- Project lead with dozens of public-sector agencies throughout the United States

### Agency Experience

City of Bloomington  
City of Brentwood  
City of Burbank  
City of Burlington  
City of Camarillo  
City of Chino  
City of Colton  
City of Corona  
City of Coronado  
City of Dublin  
City of Foster City  
City of Gastonia  
City of Healdsburg  
City of Hemet  
City of Highland Park  
City of Indio  
City of La Habra  
City of La Puente  
City of Laguna Niguel  
City of Lake Forest  
City of Lomita  
City of Menlo Park  
City of Murrieta  
City of Palm Desert  
City of Palmdale  
City of Piedmont  
City of Rancho Mirage  
City of Redlands  
City of Rialto  
City of Riviera Beach  
City of Rosemead  
City of Salisbury

City of San Gabriel  
City of San Jacinto  
City of Shawnee  
City of Sierra Madre  
City of Simi Valley  
City of South Gate  
City of Tustin  
City of West Covina  
City of West Des Moines  
County of Buncombe  
County of Denton  
County of Mendocino  
County of Orange  
County of Riverside  
County of San Bernardino  
Town of Danville  
Town of Groton  
Town of Truckee  
Village of Glencoe  
Village of Lincolnwood  
Village of Northfield  
Village of Oswego  
CA-NV American Water Works Association  
Castaic Lake Water Agency  
Castro Valley Sanitary District  
Colton Joint Unified School District  
Cucamonga Valley Water District  
Gastonia Water & Power  
Glendale Water and Power

Lake Elsinore Unified School District  
Menifee Unified School District  
Mesa Water District  
Midpeninsula Regional Open Space District  
Ramona Municipal Water District  
Rincon del Diablo Municipal Water District  
Rosamond Community Services District  
Salisbury-Rowan Utilities  
San Bernardino Municipal Water  
Southern California Coastal Water Research (SCWRP)  
Walnut Valley Water District  
Western Municipal Water District  
Mechoopda Indian Tribe  
Eastern Band of Cherokee Indians



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration – Accounting, CSU San Bernardino

### SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Strategic Master Technology Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations



*(Inactive)*

It has been absolutely key to this project that *CLIENTFIRST*, especially Dave, knows the governmental environment, its limitations and its opportunities.

—Director of Administrative Services  
CA Municipality



# Steve Robichaud

## Partner – Applications Consulting Practice Leader

Steve Robichaud has been advising local governments on their information technology needs for over 25 years. He was also the former Chief Executive and General Manager of a local government enterprise software provider. He specializes in business processes, operations, and implementation oversight with the objective of applying technology to meeting mission-critical goals and objectives, and the ability to measure these achievements.

Mr. Robichaud's executive leadership experience, operational turnaround success and long-term involvement with numerous local governments across the country has equipped him with the foundation to advise organizations at all levels, from executive leadership to staff.

Having worked in government and the private sector, Mr. Robichaud also brings an understanding, perspective, and ability to manage all the parties necessary for delivering lasting operational success using technology.

### Highlights

- Former Director of National Government IT Consulting for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Regional Government Manager for a national recovery/availability services vendor providing hot-site, collocations, managed services, and disaster recovery consulting services
- Former President and General Manager for a leading national provider of justice software solutions
- Featured speaker for the Illinois/Wisconsin Joint GFOA Annual Conference on the topic of "Strategic Information Technology Master Planning"
- National leader in delivering new government solution implementations for a top-name hardware manufacturer and software-solution company
- More than 20 years of working with hundreds of public-sector agencies nationally

### Agency Experience

City of Burbank  
City of Chino  
City of Colton  
City of Corona  
City of Dublin  
City of Foster City  
City of Fresno  
City of Glendale  
City of Glendora  
City of Healdsburg  
City of Hemet  
City of Indio  
City of Joliet  
City of La Habra  
City of Menlo Park  
City of Miami Springs  
City of Palm Desert  
City of Palmdale  
City of Piedmont  
City of Rancho Mirage  
City of Redlands  
City of Rialto  
City of Riviera Beach  
City of San Gabriel  
City of San Jacinto

City of San Pablo  
City of Sierra Madre  
City of Sioux Falls  
City of South Gate  
City of South San Francisco  
City of West Covina  
City of West Des Moines  
City of West St. Paul  
City of Wood Dale  
County of Anoka  
County of Buncombe  
County of Maricopa  
County of Mariposa  
County of Mendocino  
County of Nye  
County of Orange  
County of Pinal  
Eastern Band of Cherokee Indians  
Town of Groton  
Town of Truckee  
Town of Wallingford  
Village of Northbrook  
Village of Oswego

Village of Westmont  
Groton Public Schools  
Cedar Falls Utilities  
Chino Police Department  
Connecticut Lottery  
Hemet Police Department  
Indianapolis Public Library  
Midpeninsula Regional Open Space District  
Missouri Basin Municipal Power NEMESIS Cooperative NYC  
Department of Health & Hygiene  
Ramona Municipal Water District  
Redlands Police Department

Rincon del Diablo Municipal Water District  
San Bernardino Municipal Water  
Wallingford Public Utilities  
Western Municipal Water District  
Whiteside County ETSB



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Business Continuity Certified Planner (BCCP)
- Bachelor of Arts, Political Science and Business Administration, Moorhead State University

### SPECIALTIES

- Executive Management Technology Advisement
- Information Technology Master Planning
- Business Process Review and Improvement
- Application Requirements Definition
- Software System Selection Assistance
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations
- Disaster Recovery Planning



Steve Robichaud's presentation skills and ability to work in the government environment were excellent, and crucial to the success of the project. It was valuable that Steve could communicate with the council at their level.

—Director of Finance and Administrative Services  
FL Municipality

Steve, your efforts never cease to amaze us – very much appreciated!

—Chief Building Official  
CA Municipality



## Tam Ly, MPA

Tam Ly's expertise covers 20 years in the public sector and 10 years in management and information technology consulting. Tam formerly worked in finance for the City of Wellesley and Boston Edison electrical utility. His expertise includes business analysis and project management in the areas of public administration and finance, in which he holds a master's degree. He has worked with elected officials, executives, and department-level staff in business applications systems selection, risk mitigation, fiscal planning, and business process analysis for implementing practical technology strategies and solutions in the local government and public education environments.

Having worked closely with stakeholders and groups of various sizes in these environments, Mr. Ly (pronounced "LEE") knows and understands the issues they face and is well-versed in the collaborative process to implement best-practice strategies in finding optimal solutions to serve their constituents.

### Highlights

- Project manager for systems selection/acquisition and implementations
- Conducted business/needs assessment analyses
- Facilitated gap analyses with cross-functional teams
- Developed business systems functional and technical requirements and definitions
- Lead feasibility and operations efficiency studies
- Former municipal budget planner with a triple-A bond-rated agency

### Agency Experience

City of Brentwood  
 City of Piedmont  
 City of Piedmont  
 City of San Bernardino  
 County of Mendocino  
 City of Benbrook  
 City of Boca Raton  
 City of Cedar Hills  
 City of Coral Springs  
 City of Corpus Christi  
 City of Dover  
 City of Farmers Branch  
 City of Fredericksburg  
 City of Gahanna  
 City of Gloucester  
 City of Grants Pass  
 City of Irving  
 City of Lauderdale Lakes  
 City of Lawrence  
 City of Lewiston  
 City of Lowell  
 City of Midland  
 City of Ormond Beach  
 City of Santa Fe  
 City of Shawnee  
 County of Albany  
 County of Dane  
 County of Gallatin  
 County of Minnehaha  
 County of Steuben  
 County of Tompkins  
 Mt. Lebanon Township

Town of Andover  
 Town of Brunswick  
 Town of Freeport  
 Town of Groton  
 Town of Middleborough  
 Town of Sharon  
 Town of Wellesley  
 Town of Westwood  
 Cherry Creek School District  
 Montgomery County Public Schools  
 Round Rock Independent School District  
 Spokane Public Schools  
 California Air Resources Board  
 California Environmental Protection Agency  
 San Bernardino Municipal Water  
 Maine Office of Public Advocate  
 Maine Public Utilities Commission  
 Massachusetts Department of Telecommunications and Energy (now Public Utilities Commission)  
 Massachusetts Energy Facilities Siting Board  
 US Federal Energy Regulatory Commission  
 US Nuclear Regulatory Commission  
 Wellesley Municipal Light Plant



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- MPA Government Administration/Finance, Suffolk University
- Bachelor of Arts, Anthropology, Bates College
- PMP Candidate, Alamo-Project Management Institute

### SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Project Management and Oversight
- Conversion Assistance and Planning

Well organized, providing solid tools to track progress and provide a roadmap for our implementation. An asset for pulling our team together for this lengthy and important organization-wide project.

—Director of Human Resources  
 CT Municipality



# Alex Mercado, CAPM, CCBA, ITIL

## Senior Consultant – Applications Business Analyst / Project Coordinator



Alex specializes in business process reviews and ERP application consulting. His experience includes assessment, planning, implementation, configuration, integration, upgrades, customization, testing, documentation, and project management assistance related to enterprise applications. In addition to his ERP implementation experience.

### Highlights

- Participated in dozens of software selection engagements
- Extensive knowledge of business and technical processes pertaining to enterprise applications
- Assisted hundreds of end users with cross-functional implementation tasks
- Hold certifications spanning technical, business analysis, and project management disciplines

### Agency Experience

City of Burbank  
 City of Colton  
 City of Corona  
 City of Coronado  
 City of Dublin  
 City of Foster City  
 City of South Gate  
 City of Healdsburg  
 City of La Puente  
 City of Lake Forest  
 City of Menlo Park  
 City of Menlo Park  
 City of Palm Desert  
 City of Palmdale  
 City of Piedmont  
 City of Rancho Mirage  
 City of Redlands  
 City of Rialto  
 City of San Gabriel  
 City of San Pablo  
 City of Sierra Madre  
 City of Simi Valley  
 City of Tustin  
 City of West Covina  
 County of Orange  
 Town of Danville  
 Town of Truckee  
 City of Batavia  
 City of Bloomington  
 City of Riviera Beach  
 City of West Des Moines  
 County of Buncombe  
 Marion County/Indianapolis  
 Public Libraries  
 Town of Groton  
 Town of Southern Pines  
 Village of Oswego  
 Marion County/Indianapolis  
 Public Libraries  
 Town of Danville  
 Town of Groton  
 Town of Southern Pines  
 Town of Truckee  
 Village of Oswego  
 Consolidated High School  
 District 230, Orland Park  
 Salt Creek School District 48  
 West Covina Unified School  
 District

Castro Valley Sanitary District  
 Midpeninsula Regional Open  
 Space District  
 Naperville Park District  
 Ramona Municipal Water  
 District  
 Rincon del Diablo Municipal  
 Water District  
 San Bernardino Municipal  
 Water Department  
 Southern California  
 Association of Governments  
 Western Municipal Water  
 District

**CCBA**® Certification of Competency  
 in Business Analysis™



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- California State University, Fullerton, CA – Bachelor of Arts in Business Administration
- Concentrations: Accounting and Information Systems and Decisions Sciences
- Project Management Institute Member – California Inland Empire Chapter
- Certified Associate in Project Management (CAPM) ®
- Certified ITIL Foundation V3
- Certification of Competency in Business Analysis (CCBA)

### SPECIALTIES

- Public-sector departmental operations and application systems analysis
- Process reviews and application improvements
- Workflow analysis and mapping
- Developing functional business requirements
- Implementation project management
- Implementation assistance including analysis workshops, change control, conversions, setup and configurations, testing, reporting, and troubleshooting

Alex has been a tremendous help on this project, and I would hate to lose his help and expertise.

—IT Manager  
 CA Municipality

The visits with Alex were extremely helpful, and we have made huge progress.

—CIO  
 CA Municipality



# Jan Jakobsen

## Senior Consultant – Implementation Planning

Jan Jakobsen specializes in software system selections and implementations and support. She has over 25 years of experience in the information technology arena in application development and implementation, business process improvement, and project management around ERP systems.

Ms. Jakobsen has worked for many organizations, providing information technology solutions in the areas of finance, enterprise resource planning, and system infrastructure. She has performed as project manager for software implementations of systems, encompassing enterprise resource planning, product data management, work orders, customer relationship management, general ledger, and human resources. Skilled in all facets of the project life-cycle for both custom and package application software, she has experience with functional and technical requirements development, requests for proposals and system evaluation, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation. She has experience with process design and redesign for single-site systems, as well as development and implementation of consistent processes for multiple sites worldwide. These business improvement and process consistency efforts have created significant costs savings through move-efficient business processes and have reduced overall implementation costs.

### Highlights

- Project oversight and management services for multiple municipal implementations, including financials, human resources, community development, utilities, public works, etc.
- ERP implementation and project management for Fortune 100 and 500 company
- Industry experience includes districts, municipalities, non-profit organizations, and private sector

### Agency Experience

City of Brentwood	Town of Danville
City of Corona	Town of Southern Pines
City of Dublin	Town of Truckee
City of La Puente	Village of Libertyville
City of Laguna Niguel	Village of Lincolnwood
City of Rancho Mirage	Village of Northfield
City of Redlands	Village of Oswego
City of Rialto	Village of Westmont
City of Seal Beach	Indianapolis Public Libraries
City of Simi Valley	School District 129 West Aurora
County of Orange	School District 158 Algonquin
Town of Danville	School District 230 Orland Park
Town of Truckee	School District 308 Oswego
City of Bloomington	School District 46 Elgin
City of Lake Forest	School District 57 Mount Prospect
City of West Des Moines	School District 64 Park Ridge-Niles
Eastern Band of Cherokee Indians	School District 96 Riverside
Town of Southern Pines	
Village of Libertyville	
Village of Lincolnwood	
Village of Northfield	
Village of Oswego	
Village of Westmont	
Eastern Band of Cherokee Indians	

### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Science in Management from Cardinal Stritch University
- Bachelor of Science in Computer Science from Northern Illinois University

### SPECIALTIES

- Project Management
- Systems Needs Analysis
- Software System Selection and Implementation
- Conversion and Interface Planning and Assistance
- Business Process Redesign

Jan worked very well with the City. She provided good project oversight, and helped assure that everyone recognized the timelines and knew what they needed to accomplish.

—IS Director  
IL Municipality

Dave, many thanks to you and Jan for the excellent demonstration process. I polled the participants and received a 100% confidence rating. Thank you all for being excellent partners.

—Treasurer  
NC Municipality



The fee information for the project is summarized in the following section. We structure our fees to be affordable and match them to the Work Plan so the hours and deliverables are clearly understood.





## Fee Summary

Our fee estimate is based upon the scope, approach, and work plan(s) outlined in this proposal. Our estimated fees for implementation assistance are based on the estimated project schedule. Any additional fees or scope changes must be preapproved in writing by the City.

Time and Attendance Software Selection Assistance	Total Billable Hours	David	Tam / Alex
Hours	177	74	103
Rates		\$195	\$150
Average Hourly Rate	\$169		
Fees	\$29,880		
Travel and Related Expenses (not to exceed 10%)	N/A		
<b>Total Project Costs</b>	<b>\$29,880</b>		

## Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

## Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

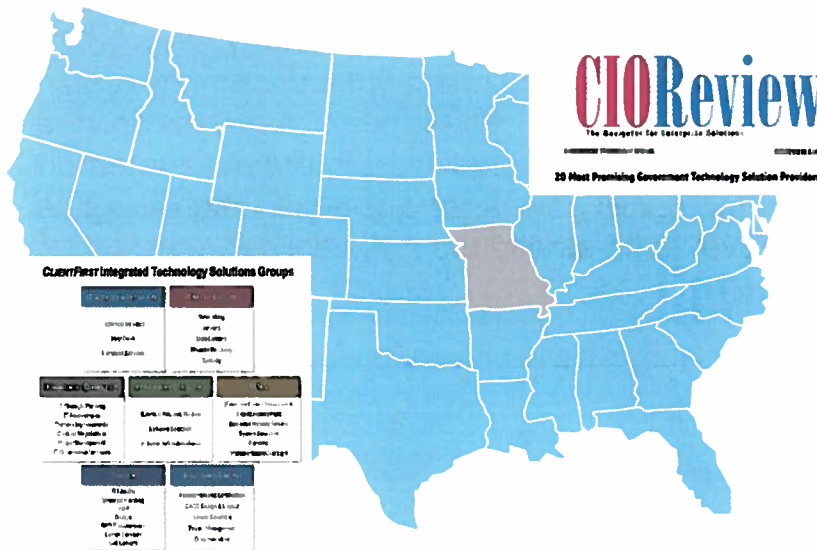
## Payment Terms

We invoice monthly as work proceeds. *CLIENTFIRST* will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

## Additional Services/Purchases by Other Seeking Public Agencies

*CLIENTFIRST* acknowledges that other public agencies may seek to “piggyback” under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. *CLIENTFIRST* has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. Before a seeking public agency can piggyback any contract, the seeking agency must first obtain *CLIENTFIRST*’s written approval.

Our consultants have been assisting local governments with innovative technology solutions at *CLIENTFIRST* for over 15 years, bringing with them many more years of experience in this field. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. Our subject-matter experts offer a wide range of technology services that our clients often leverage to resolve specific issues.



Qualifications and Experience

*CLIENTFIRST* was extremely knowledgeable, and I felt I have learned more from my work with *CLIENTFIRST* than anyone else I've worked with in that capacity. I haven't met anyone else who's even close to *CLIENTFIRST* in their level of expertise.

—Director of Administrative Services  
CA Municipality



## Why *CLIENTFIRST* is the Best Choice

- We pride ourselves on our ability to listen and communicate, affecting positive change at all personnel levels, including elected officials.
- We truly put our client's needs first. You are not just another project to us.
- David Krout, Partner, CPA (inactive) *will personally lead every workshop at all levels of the project*, bringing his 22 years of local government applications consulting experience with nearly 100 agencies.
- We customize our deliverables to meet the unique requirements of each client. No cookie-cutter or boilerplate processes or deliverables.
- We not only follow best practices, but also educate staff at all levels on best practices in a manner that helps them understand the relevance to their organization and their role within the project.
- We seek to partner with our clients as integrated subject-matter experts and advisors.
- We work to help transform your organization, transfer knowledge, manage change, and ingrain best practices into your processes and implementation.
- Our partners are hands-on and do not just provide high-level oversight or project management assistance.

## Applications Consulting Practice Profile

*CLIENTFIRST's* enterprise applications consulting team has been conducting these specific types of assessments, process reviews, procurements, and implementation assistance for over 20 years, originating within RSM McGladrey, the nation's fifth-largest CPA/Consulting firm.

ClientFirst leverages this experience to the client's advantage through a unique approach to software selection, which considers the vendor's perspective while working with clients to navigate the complexities of software needs assessment, selection, contract negotiation, and implementation.

We identify an organization's strategic, organizational, application, and functional requirements—specific to the client's business processes—to determine which solutions are the best fit for both customer and vendor. Our clients appreciate the honesty and diligence with which we conduct our projects, and many clients continue relying on our services after their first project with us.

The level of risk and the probability of achieving a successful implementation is directly related to the amount of proper due diligence employed. At ClientFirst, we take every possible step to decrease this risk level through best practices.

### Applications Consulting Services

#### PROCESS REVIEWS

Business Case Analysis  
Assessment and Recommendations  
Process Analysis and Improvement

#### SOFTWARE SELECTION

Feature/Function Requirements  
Implementation Risk Assessment  
Change Management  
Vendor Analysis and Evaluation  
Contract Review and Negotiation

#### INTEGRATION / INTERFACE ASSISTANCE

Project Oversight  
Implementation Project Management  
Conversion Assistance

#### APPLICATIONS IMPROVEMENT

Assessment of Current Needs & Gaps  
Assessment of Features, Training, Support, & Reporting Issues  
Vendor Proposal Review & Demonstration Management  
Change Management  
Risk Assessments



Because of the level of due diligence that we require, software vendors welcome the opportunity to respond to our RFP documents, giving your organization the chance to find the best functionality fit by evaluating an adequate number of qualified vendor responses.

**Departmental / Functional Area Experience**

- |                                      |                                |
|--------------------------------------|--------------------------------|
| <b>Council/Board Administration</b>  | <b>Parks &amp; Recreation</b>  |
| <b>Building &amp; Safety</b>         | <b>Engineering</b>             |
| <b>City Clerk</b>                    | <b>GIS</b>                     |
| <b>Finance</b>                       | <b>Water &amp; Waste Water</b> |
| <b>Fire</b>                          | <b>Sanitation</b>              |
| <b>Library</b>                       | <b>Field Operations</b>        |
| <b>Utility Billing</b>               | <b>Laboratories</b>            |
| <b>Customer Service/Call Centers</b> | <b>Environmental Sciences</b>  |
| <b>Payroll</b>                       | <b>Facilities</b>              |
| <b>Human Resources</b>               | <b>Treatment Plants</b>        |
| <b>Planning</b>                      | <b>Fleet Management</b>        |
| <b>Police</b>                        | <b>Engineering</b>             |
| <b>Purchasing</b>                    | <b>Warehousing</b>             |
| <b>Public Works</b>                  | <b>SCADA</b>                   |
|                                      | <b>Information Systems</b>     |

I have never seen such professionalism and thoroughness in managing an RFP as I have with *CLIENTFIRST*. Whether or not we win this contract, I would be happy to provide a reference if you ever need it.

—Vendor  
Vendor Selection Assistance

From the beginning, I was impressed with how inclusive the process has been. I've never been associated with such a collaborative, cooperative, and engaged project. Outstanding process.

—City Manager  
Software Selection

**Applications Experience**

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| <b>General Ledger</b>             | <b>CIS &amp; Utility Billing</b>  |
| <b>Budgeting</b>                  | <b>Tax Billing</b>                |
| <b>Project Accounting</b>         | <b>Backflow</b>                   |
| <b>Grant Accounting</b>           | <b>Service Orders</b>             |
| <b>Accounts Receivable</b>        | <b>Work Orders/Preventative</b>   |
| <b>Cash Receipts</b>              | <b>Maintenance</b>                |
| <b>Purchasing &amp; Receiving</b> | <b>Inventory Management</b>       |
| <b>Bids Management</b>            | <b>Fleet Management</b>           |
| <b>Contract Management</b>        | <b>Planning</b>                   |
| <b>Accounts Payable</b>           | <b>Permitting</b>                 |
| <b>Fixed Assets</b>               | <b>Inspection</b>                 |
| <b>Loans</b>                      | <b>Code Enforcement</b>           |
| <b>Special Assessments</b>        | <b>Land/Parcel/Address</b>        |
| <b>Financial Reporting</b>        | <b>Management</b>                 |
| <b>Ad Hoc Reporting</b>           | <b>Computer-Aided Dispatch</b>    |
| <b>Business Licensing</b>         | <b>(CAD)</b>                      |
| <b>Applicant Tracking</b>         | <b>Records Management</b>         |
| <b>Human Resources</b>            | <b>Mobile Computing</b>           |
| <b>Employee Self-Service</b>      | <b>Citizen Request Management</b> |
| <b>Benefits Tracking</b>          | <b>GIS</b>                        |
| <b>Time &amp; Attendance</b>      | <b>Adjudication</b>               |
| <b>Payroll</b>                    | <b>Citation Management</b>        |



## Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects.

## Practice Locations

We have a local presence with extensive experience in California. *CLIENTFIRST* is a national firm, with practices located in California, Illinois, Texas, and North Carolina.



Corona, CA



Schaumburg, IL



San Antonio, TX



Charlotte, NC

## Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

## Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.

### SAVE



### INCREASE



## True Independence

*CLIENTFIRST* believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



## National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.



# Industry Recognition

## CIO Review

CLIENTFIRST has been featured in *CIO Review* as one of the “20 Most Promising Government Technology Solution Providers”.



## National Speakers

CLIENTFIRST personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.





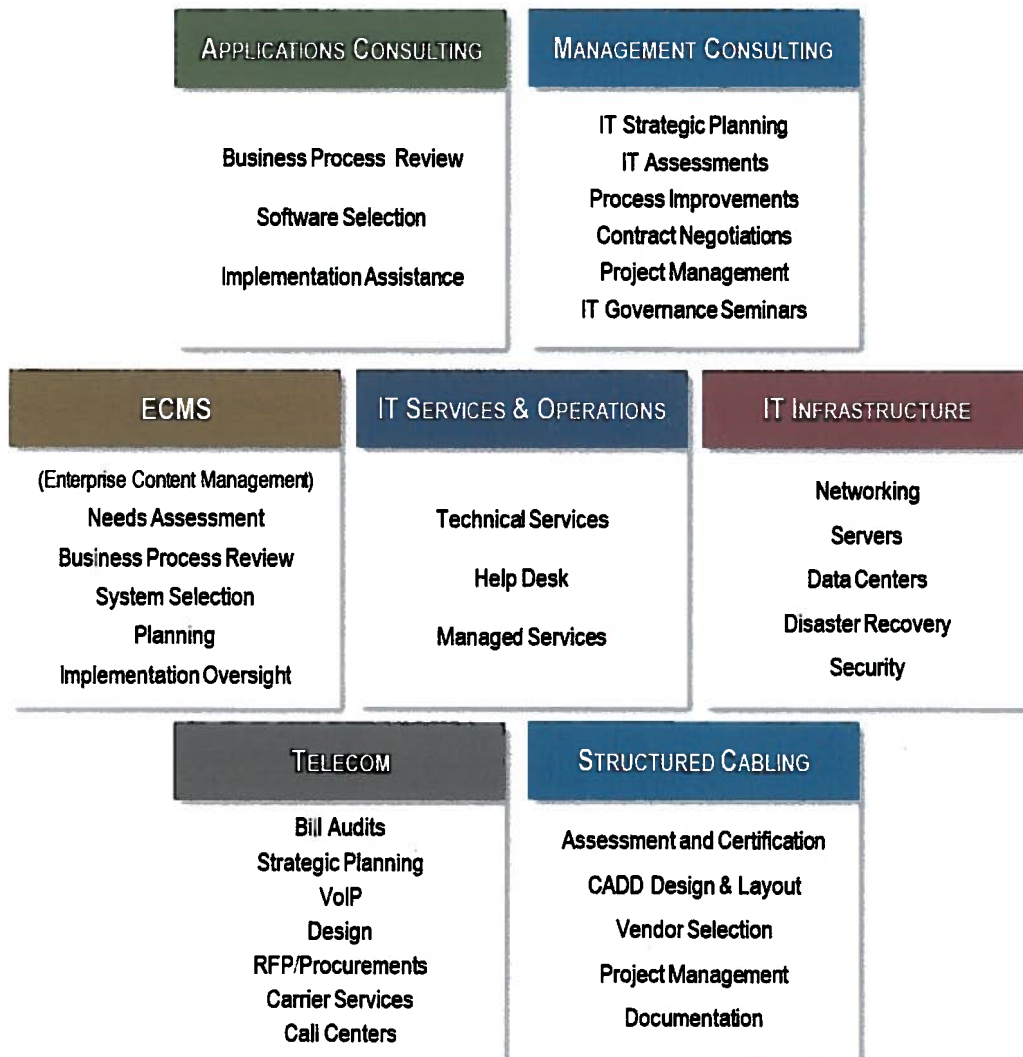
## Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments** and have worked with over 500 agencies on over 2,500 projects. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

## Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

### CLIENTFIRST Integrated Technology Solutions Groups





We believe our clients are our best salespeople. The references listed are examples of clients with similar needs. Each of these clients has been happy with our performance and retained our services many times. We pride ourselves on client satisfaction and strive to maintain long-term relationships with our clients as partners.



# Required Statements

I would absolutely recommend *CLIENTFIRST* to other entities, and continue to hire them for our projects.

—City Manager  
CA Municipality



## References



### City of Simi Valley

2929 Tapo Canyon Road, Simi Valley, CA 93063

**Garry Boswell, Director Information Systems**

**805.583.6330**

[gboswell@simivalley.org](mailto:gboswell@simivalley.org)

- ERP Assessment and Selection: Financials, Human Resources, Utility Billing and Maintenance/Asset Management



### City of Coronado

1825 Strand Way, Coronado CA 92118

**James Krueger, Director of Administrative Services**

**619.522.7300**

[jkrueger@coronado.ca.us](mailto:jkrueger@coronado.ca.us)

- ERP Assessment and Selection: Financials, Human Resources, Utility Billing and Maintenance/Asset Management



### City of Piedmont

120 Vista Avenue, Piedmont, CA 94611

**John O. Tulloch, Assistant City Administrator**

**510.420.3040**

[jtulloch@ci.piedmont.ca.us](mailto:jtulloch@ci.piedmont.ca.us)

- ERP Assessment and Selection: Financials, Human Resources and Land Management

## Attachment D

Amendment No. 1 to  
Contract No. 2020-22-AC

### **AMENDMENT NO. 1 TO CONTRACT NO. 2020-22-AC FOR IT PPROJECT MANAGEMENT SERVICES BETWEEN THE CITY OF SOUTH GATE AND CLIENTFIRST TECHNOLOGY CONSULTING**

This Amendment No. 1 to Contract No. 2020-22-AC for IT Project Management Services ("Amendment No. 1") is made and entered into on May 26, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

#### **RECITALS**

**WHEREAS**, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380) (Exhibit "B"); and

**WHEREAS**, City and Consultant desire to execute Amendment No. 1 to provide continued IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390), under the terms and conditions of the Agreement and Amendment No. 1, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of One Hundred Ten Thousand Seven Hundred Seventy Dollars (\$110,770).

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**


**1.0 SCOPE OF WORK.** Consultant agrees to continue its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement and this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from City.

**2.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390)**. No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A", unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

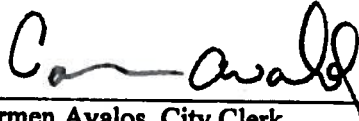
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

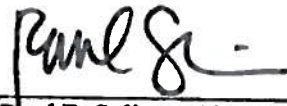
By:   
Maria Davila, Mayor

Dated: 7-21-2020

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY  
CONSULTING:**

By:   
David Krout, Managing Partner

Dated: 05/29/2020

May 19, 2020

Ms. Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**RE: Proposal for Continuing IT Project Management**

Dear Ms. Acosta:

Please accept this letter as our proposal for ClientFirst to continue to provide project management oversight for the initial implementation of the Technology Master Plan. We propose to continue to oversee with IT strategy, management, project oversight, and vendor coordination until September 30, 2020.

We initially began project management activities in March, and we were immediately involved in the City's COVID-19 response. We began assisting the City in whatever way we could. We worked with the IT team to expedite Technology Master Plan projects that were critical "work-from-home," Zoom implementation, and email system stabilization.

Just when staff were acclimating to COVID-19 and "work-from-home," the email server (Exchange) crashed. The most straightforward recovery scenario, retrieving email from backup, would have caused email to be offline for days and created a significant loss of email. An alternate solution was developed that was more time consuming resulted in a relatively rapid return to a functioning email system and nearly full recovery of email, calendars, and other Outlook functionality.

These emergency projects consumed project management and network engineering time at a rapid pace, causing ClientFirst a funding shortfall that has prevented us from fulfilling our project management duties through the end of June as our initial agreement stated.

This proposal is an extension of our original project management agreement to cover the period of May through September 2020. In the next few days, we expect our work efforts to more closely resemble our proposed work plan.

### Scope of Work

The City has requested that ClientFirst provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the plan until the City hires an IT Manager to direct the plan over the long term.

We propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- **Oversee in the development of a job description and job classification for an IT Manager**
  - Create a draft IT Manager job description
  - Work with staff to finalize job description and job classification
  - Oversee in the recruitment and candidate selection process



- Work with management and selected candidate to further define priorities and tasks during onboarding
- Advise and oversee the procurement and project management of projects identified as high-priority in the Technology Master Plan
  - Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
  - Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
  - Provide oversight with the procurement of the items identified as high-priority as a part of the Technology Master Planning process
  - Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary
- Facilitate and participate in weekly IT project team meetings
  - Participate in critical or high-priority project review meetings
- Oversee with project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, ClientFirst will provide such oversight on a time-and-materials basis until September 30, 2020.

## Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

## Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:



Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
<b>IT Operational Assistance</b>				<b>Hours/Week</b>	<b>Hours/Week</b>
1	Team Meetings	22	66	1	2
2	Oversight of Technology Master Plan Projects	22	220	2	8
3	IT Manager Job Description and Recruitment Assistance	1	16	16	0
4	IT Procurement and Project Management Best Practices	1	40	20	20
		Hours	342	102	240
		Rates		\$ 195	\$ 175
		Fees	\$ 61,890		
		Expenses	\$ 500		
		<b>Total</b>	<b>\$ 62,390</b>		

**Additional Services/Purchases by Other Seeking Public Agencies**

ClientFirst acknowledges that other public agencies may seek to “piggyback” under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities’ purchases.

**Payment Terms**

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

If you have any questions, feel free to contact me at 951.739.7989 or via email at [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

**Tom Jakobsen**  
 Senior Partner  
 IT Infrastructure and Support Practice Leader

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR IT PROJECT MANAGEMENT SERVICES  
BETWEEN THE CITY OF SOUTH GATE  
AND CLIENTFIRST CONSULTING GROUP**

This Agreement for Professional Services for IT Project Management Services ("Agreement") is made and entered into on March 2, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Consulting Group, dba ClientFirst Technology Consulting, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain Consultant for Information Technology (IT) Project Management;

**WHEREAS**, Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with the Consultant to perform the services described in Exhibit "A" of this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit "A" and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive mutually agreed to by City and Consultant.
2. **TERM OF AGREEMENT.** This Agreement will become effective on March 2, 2020, and will remain in effect for a period of four (4) months from said date or until project is completed, unless otherwise expressly extended and agreed to by both Parties or terminated by either party as provided herein.
3. **CITY AGENT.** The Director of Administrative Services, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Administrative Services, or designee, has the authority to provide that approval or authorization.
4. **COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in Exhibit "A.". No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Administrative Services.



- 4.1 The Consultant shall submit to the City a monthly bill for services. The City shall pay the Consultant upon thirty (60) days of receipt of the invoice.
- 4.2 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
5. **CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.
- 5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination.** Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.
- 6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination and the provisions of Section 2 related to Consultant's rights to fee payments for recommendations implemented by City within twelve (12) months of Consultant delivering the recommendation to City shall still be applicable. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.
- 6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work

satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

- 6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.
- 6.3 Non-Discrimination.** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County, and City governments.
- 6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- a) Workers' Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
  - b) Comprehensive general and automotive liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
    - i. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City.
    - ii. Name and list as additional insured the City, its officers and employees.
    - iii. Specify its acts as primary insurance.
    - iv. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."
    - v. Cover the operations of the Consultant pursuant to the terms of this Agreement.

- 6.5 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.6 Compliance With Applicable Law.** The consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.
- 6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.
- 6.7.1.** The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.
- 6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- 6.9 Legal Construction.**
- a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
  - b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**6.14 Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such a party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and

invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.15 **Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
- 6.16 **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.17 **Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 6.18 **Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.
- 6.19 **Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**  
Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9524

**WITH A COURTESY COPY TO:**  
Carmen Avalos  
City Clerk  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9511

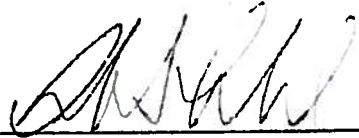
**TO CONSULTANT:**  
David Krout  
Managing Partner  
ClientFirst Technology Consulting  
980 Montecito Drive, Suite 209  
Corona, CA 92879  
(951) 739-7989

- 6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.
- 6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

[Remainder of page left blank intentionally.]

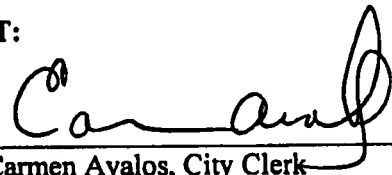
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

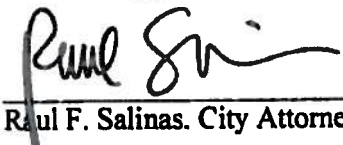
By:   
Michael Flad, City Manager

Date: 3-11-20

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY  
CONSULTING:**

By:   
David Krout, Managing Partner

Date: 3/17/2020



February 28, 2020

Ms. Jackie Acosta  
 Administrative Services Director  
 City of South Gate  
 8650 California Avenue  
 South Gate, CA 90280

**RE: Proposal for IT Project Management**

Dear Ms. Acosta:

Please accept this letter as our proposal for *CLIENTFIRST* to provide oversight with the IT Project Manager for the initial implementation of the Technology Master Plan. We propose to oversee with IT strategy, management, project oversight, and vendor coordination until June 30, 2020.

### Scope of Work

The City has requested that *CLIENTFIRST* provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the plan until the City hires an IT Manager to direct the plan over the long term.

We propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

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  - Create a draft IT Manager job description
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- **Advise and oversee IT Procurement and Project Management Best Practices**
  - Provide oversight with the procurement of the items identified as high priority as a part of the Technology Master Planning process
  - Work with City IT staff to create and implement an inclusive methodology for vendor selection
- **Coordinate vendor activities and provide project-related advice as necessary**
- **Coordinate project and management communications and provide oversight as necessary**





- Facilitate and participate in weekly IT project team meetings
  - Participate in critical or high-priority project review meetings
- Oversee project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, *CLIENTFIRST* will provide such oversight on a time-and-materials basis until June 30, 2020.

**Fees**

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
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**Proposed Work Plan**

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
<b>IT Operational Assistance</b>				<b>Hours/Week</b>	<b>Hours/Week</b>
1	Team Meetings	16	48	1	2
2	Oversight of Technology Master Plan Projects	16	160	2	8
3	IT Manager Job Description and Recruitment Assistance	1	16	16	0
4	IT Procurement and Project Management Best Practices	1	40	20	20
		Hours	264	84	180
		Rates		\$ 195	\$ 175
		Fees	\$ 47,880		
		Expenses	\$ 500		
		Total	\$ 48,380		



### Additional Services/Purchases by Other Seeking Public Agencies

*CLIENTFIRST* acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. *CLIENTFIRST* has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. Before a seeking public agency can piggyback any contract, the seeking agency must first obtain *CLIENTFIRST*'s written approval.

### Payment Terms

We invoice monthly as work proceeds. *CLIENTFIRST* will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

If you have any questions, feel free to contact me at 951.739.7989 or via email at [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

**Tom Jakobsen**  
*Senior Partner*  
IT Infrastructure and Support Practice Leader

RECEIVED

Item No. 6

NOV 5 2020

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

1:45pm

AGENDA BILL

For the Regular Meeting of: November 10, 2020  
Originating Department: Parks & Recreation

Interim Department Director: Steve Costley City Manager: Michael Flad  
Steve Costley Michael Flad

**SUBJECT: AMENDMENT NO. 1 TO CONTRACT NOS. 2546 AND 2646 WITH GOALS SOCCER CENTERS REDUCING LEASE PAYMENTS DUE TO THE COVID-19 PANDEMIC**

**PURPOSE:** To provide rent relief to Goals Soccer Centers as a means of supporting their business during the COVID-19 pandemic. This item was continued from the regularly scheduled City Council Meeting of October 27, 2020.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 1 to Contract No. 2546, Ground Lease Agreement, with Goals Soccer Centers, Inc., reducing ground lease payments by 50% for the period of April 1, 2020 through and including March 31, 2021, due to previously ceased, and now limited, operations during the COVID-19 pandemic;
- b. Approve Amendment No. 1 to Contract No. 2646, Management Agreement, with Goals Soccer Centers, LLC reducing lease payments for the operation of the Batting Cages Facility by 50% for the period of April 1, 2020 through and including March 31, 2021, due to previously ceased, and now limited, operations during the COVID-19 pandemic;
- c. Authorize the Interim Director of Parks & Recreation to negotiate future years' rent reductions after reviewing unaudited financial statements from Goals Soccer Centers, Inc., in accordance with both amendments and present recommendations to the City Council in the subsequent years; and
- d. Authorize the Mayor to execute both amendments in a form acceptable to the City Attorney.

**FISCAL IMPACT:** If the City Council approves these amendments, the reduction in revenue to the Park Enhancement Fund Revenue Account No. 271-4751 (Leased Facilities) will be \$103,111.59 for the period of April 1, 2020 through March 31, 2021. The revenue reduction for Contract No. 2546, Ground Lease Agreement, will be \$91,269.40 and the revenue reduction for Contract No. 2646, Management Agreement for the Batting Cages operations, will be \$11,842.19.

**ANALYSIS:** The world wide COVID-19 pandemic has caused the closure of many businesses throughout South Gate and all of California, and Goals Soccer Centers, Inc., (Goals) is no exception. Goals is located at South Gate Park and has been closed since March 13, 2020, with no foreseeable opening date in the near future. Goals has requested assistance from the City in the form of a rent reduction that would allow them to reduce the yearly lease amount paid to the City by 50% for up to 5 years. Goals is currently forecasting a Two Million Dollar (\$2,000,000) loss during this period due to

both being non-operational and the reduced capacity of operations now that they have been allowed to partially re-open. This type of loss is not sustainable and without some relief, Goals would need to consider if keeping the center open is still viable.

The possible permanent closure of the soccer center would be a tremendous loss to the City of South Gate and its residents as Goals has provided much needed soccer programs including game play and youth instruction to the community that would not be available otherwise due to a lack of park space in the City. These community benefits also include up to 40 hours of free use provided to the non-profit youth organizations and to South Gate residents as coordinated by the City.

In looking at the long term issues, a reduction in lease payments may be significant in the short term, but keeping a business that is a high priority for the residents and a source of both tax revenue and rental funds for the long term would seem to outweigh the loss of revenue.

**BACKGROUND:** Completed in 2010, the Goals Soccer Center in South Gate was the first of its kind, multi-field complex in the United States. The Soccer Center was built at a cost of approximately Six Million Dollars (\$6,000,000) and features eleven overall fields along with a full service snack bar, pro-shop, and locker rooms.

While attendance was slow during the first couple of years of operation, word spread regarding the soccer leagues and quality of play and soon most fields were booked on a nightly basis. Business was so successful in 2018 that in addition to their regular league play for adults and youth, open play and soccer camps/classes, Goals requested to add an additional field to the complex and the construction was completed in 2019. The Parks & Recreation Department has enjoyed a strong working relationship with the management team at Goals Soccer Center and believes that continued operation of the soccer center is in the best interest of the community and the City.

**ATTACHMENTS:**

- A) Goals' letter requesting temporary rent reduction
- B) Proposed Amendment No. 1 to Contract No. 2546
- C) Proposed Amendment No. 1 to Contract No. 2646
- D) Contract No. 2546
- E) Contract No. 2646

## Attachment A



July 28, 2020

Steve Costley  
Acting Director of Parks & Recreation  
City of South Gate  
4900 Southern Avenue  
South Gate, CA 90280

Dear Mr. Costley,

Thank you for your and the City's continued support of Goals. As you know we have been closed due to Covid-19 since March 14, 2020. This has already caused a significant financial impact to our business, and we anticipate a long road to recovery with an uncertain re-opening date, capacity restrictions, and a potential lack of consumer confidence to return. In order to ensure we can continue to bring our community together, we have put together a rent proposal that we would like the City to review and approve.

We are requesting a temporary rent reduction for the soccer center and batting cages of 50% for the next 5 years to help us recover from the forecasted loss of over \$2 million dollars due to the pandemic. As we have no re-opening date due to the second wave, we are requesting this to be implemented as soon as possible.

Let me know if you would like to discuss this request. Thanks again for the support the City of South Gate has always showed us. We look forward to the day we are able to open and serve our community again.

Best always,

*Beth Romero*

Beth Romero  
Director of Administration

**AMENDMENT NO. 1 TO CONTRACT NO. 2546  
GROUND LEASE AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND  
GOALS SOCCER CENTERS, INC.**

This Amendment No. 1 to Contract No. 2546 Ground Lease Agreement ("Amendment No. 1") is made and entered into on \_\_\_\_\_, 2020, by and between the City of South Gate, a municipal corporation ("Landlord"), and Goals Soccer Centers, Inc., a Delaware corporation ("Tenant"). Landlord and Tenant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, Landlord and Tenant are Parties to that certain Ground Lease Agreement dated June 1, 2009, as supplemented, Contract No. 2546 (collectively, the "Lease"), covering approximately 3.32 acres of land at the northeast corner of South Gate Park and improved with a building containing approximately 9,400 square feet, lockable storage areas, concession and snack bar facilities, a retail sales outlet, administrative support offices, and other improvements, including eleven "all weather" soccer courts, to augment and enhance the existing public outdoor recreational activities available at the park for city residents (collectively, the "Soccer Center Premises").

**WHEREAS**, for more than five months the COVID-19 pandemic has been rampant throughout our country as evidenced by the uncontrolled spread of the novel coronavirus infection in many counties and cities, including the County of Los Angeles which remains under the emergency revised order adopted by the County of Los Angeles Public Health Officer's Reopening Safer at Work and in the Community for Control of COVID-19 Order dated July 18, 2020 (the "L.A. County COVID-19 Closure Order"), requiring the closure of higher-risk businesses and recreational sites where more frequent and prolonged person-to-person contacts are likely to occur.

**WHEREAS**, from and after March 14, 2020, Tenant ceased operating the Soccer Center Premises in compliance with the L.A. County COVID-19 Closure Order or its predecessor orders and to date remains closed to the public, which closure has resulted in the substantial decrease in operating revenue of Tenant and will continue to result in such substantial decrease in such operating revenue so long as the L.A. County COVID-19 Closure Order or any successor order is in effect requiring the closure of higher-risk businesses and recreational sites.

**WHEREAS**, Landlord acknowledges that the closure of the Soccer Center Premises has adversely impacted the recreational programs offered by Landlord at South Gate Park to City residents.

**WHEREAS**, Tenant has requested relief from payment of the rent due under the Lease while the Soccer Center Premises remains closed to the public in compliance with the L.A. County COVID-19 Closure Order, and Landlord finds good cause to grant the requested rent relief on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged by the Parties hereto, Landlord and Tenant hereby amend the Lease as follows:

1. **RECITALS.** The foregoing Recitals are all true and correct and incorporated herein by this reference.
2. **PARTIAL ABATEMENT OF BASE RENT.**
  - A. Subject to subparagraph 2.C below, Landlord hereby agrees to abate an amount equal to fifty percent (50%) of the Base Rent due under the Lease for the Soccer Center Premises for the twelve (12) month period commencing as of April 1, 2020 and expiring on March 31, 2021 (the "Abatement Period"). During the Abatement Period, Tenant will still be responsible for the payment of an amount equal to fifty percent (50%) of the Base Rent in addition to all other monetary obligations as and when due under the Lease. Except as otherwise provided in subparagraph 2.B below, immediately following the expiration of the Abatement Period, Tenant shall pay one hundred percent (100%) of the Base Rent as and when due under the Lease. For avoidance of doubt, Tenant acknowledges and agrees that (i) effective as of July 1, 2020, the Base Rent for the Soccer Center Premises shall be increased by the scheduled 5-year adjustment in Base Rent as provided in Section 4.3 of the Lease, (ii) Tenant shall pay to Landlord fifty percent (50%) of the Base Rent due as of April 1, 2020 and the balance of the Base Rent then due will be abated as provided hereunder, and (iii) Tenant shall pay fifty percent (50%) of the Base Rent due as of July 1, 2020 and on the first day of each calendar quarter thereafter, as increased by the scheduled 5-year adjustment in accordance with Section 4.3 of the Lease, and the balance of such increased Base Rent then due will be abated as provided hereunder.
  - B. Subject to subparagraph 2.C below, upon Tenant's written request for extension delivered to Landlord not later than sixty (60) days before the expiration of the Abatement Period or any applicable Extended Abatement Period (as defined herein), Landlord, at its option, may (but is under no obligation to do so) agree to extend the Abatement Period for up to four (4) consecutive periods of twelve (12) months each (each an "Extended Abatement Period") during which the Base Rent for the Soccer Center Premises as and when due under the Lease shall be abated by an equitable percentage thereof, not to exceed fifty percent (50%). Such Extended Abatement Period shall be granted, if at all, at a duly called and noticed regular meeting of the City Council of the City of South Gate ("City Council") and, if granted, the equitable abatement of the Base Rent shall be determined by the City Council upon finding that (1) either (i) the L.A. County COVID-19 Closure Order or any successor order is then in effect requiring the partial or full closure of higher-risk businesses and recreational sites such as the Soccer Center Premises or (ii) the lingering effect of the economic recovery from the COVID-19 pandemic still adversely affects and limits Tenant's operations and/or operating revenues at the Soccer Center Premises and (2) the closure or limited operation of the Soccer Center Premises due to the COVID-19 pandemic continues to adversely impact the

recreational programs offered by Landlord at South Gate Park to city residents. During any Extended Abatement Period, Tenant will still be responsible for the payment of any non-abated Base Rent in addition to all other monetary obligations due under the Lease. Immediately following the expiration of any such Extended Abatement Period, Tenant shall pay one hundred percent (100%) of the Base Rent as and when due under the Lease.

- C. Tenant acknowledges and agrees that should Tenant fail to cure any Monetary Default or Non-Monetary Default under the Lease (beyond any applicable notice and cure period), (beyond any applicable notice and cure period) under the Lease, then the abatement of Base Rent set forth under either subparagraph 2.A or subparagraph 2.B above, as applicable, shall immediately terminate without further notice and thereafter Tenant shall pay one hundred percent (100%) of the Base Rent as and when due under the Lease; provided, however, Tenant further acknowledges and agrees that nothing in this subparagraph 2.C is intended to limit any other remedies available to Landlord at law or in equity under applicable law in the event Tenant defaults under the Lease beyond any applicable notice or cure period.

### **3. FINANCIAL STATEMENTS.**

- A. Prior to the execution of this Amendment No. 1, Tenant shall have delivered to Landlord an unaudited financial statement as of the end of its most recent fiscal year and the related balance sheet and income statement for the fiscal year then ended, all in reasonable detail and as prepared by management. Tenant represents and warrants to Landlord that this financial statement and related statements are complete and correct in all material respects and fairly present the financial position of Tenant as of the end of its most recent fiscal year and the results of its operations for the fiscal year then ended in accordance with generally accepted accounting principles, consistently applied, subject to normal year-end adjustments.



- B. Not later than January 31, 2021 and not later than each January 31 thereafter during the Abatement Period or any Extended Abatement Period, Tenant shall deliver to Landlord an unaudited financial statement as of the end of its most recent fiscal year and the related balance sheet and income statement for the fiscal year then ended, all in reasonable detail and as prepared by management, together with a certificate of Tenant signed by Tenant's authorized representative stating that the financial statement and related statements are complete and correct in all material respects and fairly present the financial position of Tenant as at the end of its most recent fiscal year and the results of its operations for the fiscal year then ended, in accordance with generally accepted accounting principles, consistently applied, subject to normal year-end adjustments.
- C. Landlord acknowledges and agrees that any financial statements of Tenant received by Landlord as provided in this Paragraph 3 of this Amendment No. 1 are confidential and proprietary to Tenant. Landlord shall use the financial statements only to confirm the impact of the L.A. County COVID-19 Closure Order or any successor order is then in effect requiring the partial or full closure of higher-risk businesses and recreational sites such as the Soccer Center Premises and/or the lingering effect of the economic recovery from the COVID-19 pandemic on Tenant's operations and/or operating revenues at the Soccer Center Premises, and for no other reason.
4. **REPRESENTATIONS AND WARRANTIES.** Except for the matters addressed in this Amendment No. 1, Tenant hereby represents and warrants to Landlord that: (A) to the best of Tenant's knowledge, there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (B) the Lease continues to be a legal, valid, and binding agreement and obligation of Tenant; and (C) Tenant has no current offset or defense to its performance or obligations under the Lease.
5. **MISCELLANEOUS.**
- A. All capitalized terms used in this Amendment No. 1 which are not specifically defined shall have the meanings given such terms in the Lease.
- B. Landlord and Tenant agree that except as otherwise specifically modified in this Amendment No. 1, the Lease has not been modified, supplemented, amended, or otherwise changed in any way and the Lease remains in full force and effect between the parties hereto as modified by this Amendment No. 1. To the extent of any inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment No. 1, the terms and conditions of this Amendment No. 1 shall prevail.
- C. In the event any term, covenant, condition, provision or agreement contained in this Amendment No. 1 is held to be invalid, void or otherwise unenforceable, by any

court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement contained herein.

- D. This Amendment No. 1 constitutes the complete understanding and agreement of the parties with respect to the subject matters referred to herein, and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature with respect thereto, all of which have become merged and integrated into this Amendment No. 1.
- E. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same amendment and each counterpart shall be deemed an original. For purposes of this Amendment No. 1, the parties hereby acknowledge and agree that signatures transmitted by electronic mail in so-called ".pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment No. 1 had been manually executed and delivered. Landlord and Tenant (i) intend to be bound by the signatures whether manually executed or ".pdf" format delivered by electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature.
- F. From and after the execution and delivery hereof, the term "Lease" shall mean and refer to the Lease, as amended by this Amendment No. 1.

[signatures of the parties on following page; balance of this page intentionally left blank]

IN WITNESS WHEREOF, Landlord hereto has caused this Amendment No. 1 to be executed and attested by its respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Raul F. Salinas, City Attorney

**Mailing Address:**

8650 California Avenue  
South Gate, CA 90280  
Attn: Parks and Recreation Director

[signature of Tenant on following page]

**IN WITNESS WHEREOF**, Tenant hereto has caused this Amendment No. 1 to be executed by its respective officer thereunto duly authorized.

**GOALS SOCCER CENTERS, INC.:**

By: \_\_\_\_\_  
Elizabeth A. Romero, Director of Operations

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

**Mailing Address:**

9599 Pinehurst Avenue  
South Gate, CA 90280

**AMENDMENT NO. 1 TO CONTRACT NO. 2646  
MANAGEMENT AGREEMENT FOR THE BATTING CAGES FACILITY BETWEEN  
THE CITY OF SOUTH GATE AND GOALS SOCCER CENTERS (CALIFORNIA) LLC**

This Amendment No. 1 to Contract No. 2646 Management Agreement for the Batting Cages Facility ("Amendment No. 1") is made and entered into on \_\_\_\_\_, 2020, and retroactively effective May 1, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Goals Soccer Centers (California) LLC, a California limited liability company ("Manager"). City and Manager are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City and Manager are Parties to that certain Management Agreement dated May 25, 2010, Contract No. 2646 (the "Management Agreement"), providing for the management of certain batting cages at South Gate Park (collectively, the "Batting Cages Facility") developed and constructed by Manager adjacent to the Soccer Center Premises (as defined below) pursuant to the plans and specifications to that certain Ground Lease Agreement, Contract No. 2546, dated June 1, 2009, as supplemented (collectively, the "Lease"), by and between City, as landlord, and Manager's affiliate, Goals Soccer Centers, Inc., a Delaware corporation, as tenant, covering approximately 3.32 acres of land at the northeast corner of the park and improved with a building containing approximately 9,400 square feet, lockable storage areas, concession and snack bar facilities, a retail sales outlet, administrative support offices, and other improvements, including eleven "all weather" soccer courts, to augment and enhance the existing public outdoor recreational activities available at the park for city residents (collectively, the "Soccer Center Premises");

**WHEREAS**, the Parties desire to extend the Management Agreement, retroactively effective May 1, 2020, for an additional twenty-four (24) months, pursuant to Section 6 of the Management Agreement;

**WHEREAS**, for more than five months since March 2020 the COVID-19 pandemic has been rampant throughout our country as evidenced by the uncontrolled spread of the novel coronavirus infection in many counties and cities, including the County of Los Angeles which remains under the emergency revised order adopted by the County of Los Angeles Public Health Officer's Reopening Safer at Work and in the Community for Control of COVID-19 Order dated July 18, 2020 (the "L.A. County COVID-19 Closure Order"), requiring the closure of higher-risk businesses and recreational sites where more frequent and prolonged person-to-person contacts are likely to occur;

**WHEREAS**, from and after March 14, 2020, Manager ceased operating the Batting Cage Facility in compliance with the L.A. County COVID-19 Closure Order or its predecessor orders and to date remains closed to the public, which closure has resulted in the substantial decrease in operating revenue of Manager and will continue to result in such substantial decrease in such operating revenue so long as the L.A. County COVID-19 Closure Order or any successor order is in effect requiring the closure of higher-risk businesses and recreational sites;

**WHEREAS**, City acknowledges that the closure of the Batting Cages Facility has adversely impacted the recreational programs offered by City at South Gate Park to city residents; and

**WHEREAS**, Manager has requested relief from payment of the annual concession fee due under the Management Agreement while the Batting Cages Facility remains closed to the public in compliance with the L.A. County COVID-19 Closure Order, and City finds good cause to grant the requested relief from payment of the annual concession fee on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, City and Manager hereby amend the Management Agreement as follows:

1. **RECITALS.** The foregoing Recitals are all true and correct and incorporated herein by this reference.
2. **TERM.** The term of this Amendment No. 1 to the Management Agreement (“Extended Term”) shall commence on May 1, 2020 (“Extended Date”). The Extended Term of this Management Agreement shall terminate on the last day of the twenty-fourth (24<sup>th</sup>) full calendar month after the Extended Date (the “Expiration Date”), unless sooner terminated by either Party pursuant to the provisions of this Management Agreement. Upon the expiration or prior termination of the Extended Term of this Management Agreement, Manager shall surrender the Batting Cages Facility in good working order and condition, normal and reasonable wear and tear excepted, and any and all sums owed by either Party to the other shall be paid within sixty (60) days of the effective date of such termination.
3. **CONSESSION FEE.** During the Term of this Management Agreement, Manager shall pay to City an annual concession fee (“Fee”) as follows: Years 1-2 of the Term — Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annum. The Fee payable for the Term shall be paid in equal quarterly installments, in advance on or before the first day of each calendar quarter (i.e., January 1, April 1, July 1 and September 1), in lawful money of the United States, to City at the address specified in Paragraph 9 or, at City’s option, at such other place as City may from time to time designate in writing. If the Commencement Date falls on a day of the month other than the first day of such calendar quarter or if any payment of the Fee is for a period shorter than one calendar quarter, the Fee for any fractional calendar quarter shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar quarter or to the end of the Term at a rate per day which is equal to 1/360 of the applicable annual Fee. All other payments or adjustments required to be made under the terms of this Management Agreement that require proration on a time basis shall be prorated on the same basis.

**4. PARTIAL ABATEMENT OF BASE RENT.**

- A.** Subject to subparagraph 2.C below, City hereby agrees to abate an amount equal to fifty percent (50%) of the annual concession fee due under the Management Agreement for the Batting Cages Facility for the twelve (12) month period commencing as of April 1, 2020 and expiring on March 31, 2021 (the "Abatement Period"). During the Abatement Period, Manager will still be responsible for the payment of an amount equal to fifty percent (50%) of the annual concession fee in addition to all other monetary obligations as and when due under the Management Agreement. Except as otherwise provided in subparagraph 2.B below, immediately following the expiration of the Abatement Period, Manager shall pay one hundred percent (100%) of the annual concession fee as and when due under the Management Agreement.
- B.** Subject to subparagraph 2.C below, upon Manager's written request for extension delivered to City not later than sixty (60) days before the expiration of the Abatement Period or any applicable Extended Abatement Period (as defined herein), City, at its option, may (but is under no obligation to do so) agree to extend the Abatement Period for up to four (4) consecutive periods of twelve (12) months each (each an "Extended Abatement Period") during which the annual concession fee for the Batting Cages Facility as and when due under the Management Agreement shall abated by an equitable percentage thereof, not to exceed fifty percent (50%). Such Extended Abatement Period shall be granted, if at all, at a duly called and noticed regular meeting of the City Council of the City of South Gate ("City Council") and, if granted, the equitable abatement of the annual concession fee shall be determined by the City Council upon finding that (1) either (i) the L.A. County COVID-19 Closure Order or any successor order is then in effect requiring the partial or full closure of higher-risk businesses and recreational sites such as the Batting Cages Facility or (ii) the lingering effect of the economic recovery from the COVID-19 pandemic still adversely affects and limits Manager's operations and/or operating revenues at the Batting Cages Facility and (2) the closure or limited operation of the Batting Cages Facility due to the COVID-19 pandemic continues to adversely impact the recreational programs offered by City at South Gate Park to city residents. During any Extended Abatement Period, Manager will still be responsible for the payment of any non-abated annual concession fee in addition to all other monetary obligations due under the Management Agreement. Immediately following the expiration of any such Extended Abatement Period, Manager shall pay one hundred percent (100%) of the annual concession fee as and when due under the Management Agreement.
- C.** Manager acknowledges and agrees that should Manager fail to cure any Event of Default (beyond any applicable notice and cure period) under the Management Agreement, then the abatement of the annual concession fee set forth under either subparagraph 2.A or subparagraph 2.B above, as applicable, shall immediately terminate without further notice and thereafter Manager shall pay one hundred

percent (100%) of the annual concession fee as and when due under the Management Agreement; provided, however, Manager further acknowledges and agrees that nothing in this subparagraph 2.C is intended to limit any other remedies available to City at law or in equity under applicable law in the event Manager defaults under the Management Agreement beyond any applicable notice or cure period.

**5. FINANCIAL STATEMENTS.**

- A. Prior to the execution of this Amendment No. 1, Manager shall have delivered to City an unaudited financial statement as of the end of its most recent fiscal year and the related balance sheet and income statement for the fiscal year then ended, all in reasonable detail and as prepared by management. Manager represents and warrants to City that this financial statement and related statements are complete and correct in all material respects and fairly present the financial position of Manager as of the end of its most recent fiscal year and the results of its operations for the fiscal year then ended in accordance with generally accepted accounting principles, consistently applied, subject to normal year-end adjustments.
- B. Not later than January 31, 2021, and not later than each January 31 thereafter during the Abatement Period or any Extended Abatement Period, Manager shall deliver to City an unaudited financial statement as of the end of its most recent fiscal year and the related balance sheet and income statement for the fiscal year then ended, all in reasonable detail and as prepared by management, together with a certificate of Manager signed by Manager's authorized representative stating that the financial statement and related statements are complete and correct in all material respects and fairly present the financial position of Manager as at the end of its most recent fiscal year and the results of its operations for the fiscal year then ended, in accordance with generally accepted accounting principles, consistently applied, subject to normal year-end adjustments.
- C. City acknowledges and agrees that any financial statements of Manager received by City as provided in this Paragraph 3 of this Amendment No. 1 are confidential and proprietary to Manager. City shall use the financial statements only to confirm the impact of the L.A. County COVID-19 Closure Order or any successor order is then in effect requiring the partial or full closure of higher-risk businesses and recreational sites such as the Batting Cages and/or the lingering effect of the economic recovery from the COVID-19 pandemic on Manager's operations and/or operating revenues at the Batting Cages Facility, and for no other reason.

- 6. REPRESENTATIONS AND WARRANTIES.** Except for the matters addressed in this Amendment No. 1, Manager hereby represents and warrants to City that: (A) to the best of Manager's knowledge, there exists no breach, default, or event of default by City under the Management Agreement, or any event or condition which, with notice or passage of time or both, would constitute a breach, default, or event of default by City under the Management Agreement; (B) the Management Agreement continues to be a legal, valid,



and binding agreement and obligation of Manager; and (C) Manager has no current offset or defense to its performance or obligations under the Management Agreement.

**7. MISCELLANEOUS.**

- A. All capitalized terms used in this Amendment No. 1 which are not specifically defined shall have the meanings given such terms in the Management Agreement.
- B. City and Manager agree that except as otherwise specifically modified in this Amendment No. 1, the Management Agreement has not been modified, supplemented, amended, or otherwise changed in any way and the Management Agreement remains in full force and effect between the parties hereto as modified by this Amendment No. 1. To the extent of any inconsistency between the terms and conditions of the Management Agreement and the terms and conditions of this Amendment No. 1, the terms and conditions of this Amendment No. 1 shall prevail.
- C. In the event any term, covenant, condition, provision or agreement contained in this Amendment No. 1 is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement contained herein.
- D. This Amendment No. 1 constitutes the complete understanding and agreement of the parties with respect to the subject matters referred to herein, and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature with respect thereto, all of which have become merged and integrated into this Amendment No. 1.
- E. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same amendment and each counterpart shall be deemed an original. For purposes of this Amendment No. 1, the parties hereby acknowledge and agree that signatures transmitted by electronic mail in so-called ".pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment No. 1 had been manually executed and delivered. City and Manager (i) intend to be bound by the signatures whether manually executed or ".pdf" format delivered by electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature.
- F. From and after the execution and delivery hereof, the term "Management Agreement" shall mean and refer to the Management Agreement, as amended by this Amendment No. 1.

**IN WITNESS WHEREOF**, the City hereto has caused this Amendment No. 1 to be executed and attested by its respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

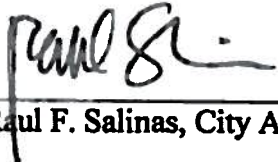
By: \_\_\_\_\_  
Maria Davila, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Raul F. Salinas, City Attorney

**Mailing Address:**

8650 California Avenue  
South Gate, CA 90280  
Attn: Parks and Recreation Director

[signature of Manager on following page]

**IN WITNESS WHEREOF**, Manager hereto has caused this Amendment No. 1 to be executed by its respective officer thereunto duly authorized.

**GOALS SOCCER CENTERS (CALIFORNIA)  
LLC:**

By: \_\_\_\_\_  
Elizabeth A. Romero, Director of Operations

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

**Mailing Address:**

9599 Pinehurst Avenue  
South Gate, CA 90280

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Lease"), dated for reference purposes only on the 1st day of June, 2009, is made by and between CITY OF SOUTH GATE, a municipal corporation in the State of California ("Landlord"), and GOALS SOCCER CENTERS, INC., a Delaware corporation ("Tenant"), each of whom is sometimes referred to herein individually as a "Party" and collectively as the "Parties". This Lease is made with reference to the following:

RECITALS

WHEREAS, Landlord is the owner of certain real property commonly known as South Gate Park and located in the city of South Gate, California ("South Gate Park"), on which Landlord operates a municipal park containing approximately 97 acres and offering 10 baseball diamonds, six tennis courts, an Olympic-sized swimming pool, picnic grounds and barbecues, basketball and handball courts, a par-3 golf course, a municipal auditorium and girls clubhouse; and

WHEREAS, Tenant desires to enter into a ground lease agreement with Landlord covering approximately 3.32 acres of land at the northeast corner of South Gate Park bounded by Pinehurst and Southern Avenues pursuant to which Tenant will design and construct certain improvements thereon, including "five-a-side" and "seven-a-side" soccer courts (the "Soccer Courts"), which will augment and enhance the existing public outdoor recreational activities available at South Gate Park.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Lease of Premises. Subject to the provisions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain land and improvements of South Gate Park containing approximately 3.32 acres in approximately the location designated as the "Tweedy School Site Parcel" (the "Premises") as shown on the site plan attached hereto as Exhibit "A" and being more particularly described by the metes and bounds and plot map attached hereto as Exhibit "A-1" and both made a part hereof, together with rights of ingress to and egress from the Premises over parking areas, walkways, driveways and service lanes now or hereafter located on South Gate Park for Tenant, its employees, agents, contractors, customers, invitees and licensees. Landlord shall deliver the Premises on the Commencement Date (as defined below) in a "Ready for Permitting Condition" as such term is defined in Section 5.1 below and shall have no responsibility to perform any work or site preparation prior to the Commencement Date except as specifically set forth in such Section 5.1.

2. Parking. Automobile parking located entirely within the boundaries of the Premises shall be reserved exclusively for Tenant and its employees, agents, contractors, customers, invitees and licensees ("Tenant's Exclusive Parking Area"). Landlord also hereby grants

41 Tenant a non-exclusive license, for the term and subject to the provisions set forth in this Lease,  
42 to use approximately one (1) acre of the common parking area (the "Common Parking Area")  
43 serving South Gate Park for automobile parking for Tenant's employees, agents, contractors,  
44 customers, invitees and licensees in approximately the location shown on the site plan attached  
45 hereto as Exhibit "A" (the "Additional Parking Area"). In no event shall there be less than an  
46 aggregate of twenty (20) parking spaces located on the Premises and within the Common  
47 Parking Area which are designated as reserved for parking for the Soccer Courts. Landlord  
48 shall not object to or interfere with Tenant's reasonable control and regulation of any  
49 parking spaces within Tenant's Exclusive Parking Area or with Tenant's towing of vehicles  
50 that are in violation of any designation posted by Tenant within Tenant's Exclusive  
51 Parking Area if Tenant's actions are consistent with applicable Governmental Regulations.  
52 In the course of designing the improvements identified in Section 5 below, the Parties may by  
53 mutual written agreement modify the locations of the Premises and the Additional Parking Area  
54 shown on Exhibit "A".

55 **3. Term of Lease**

56 **3.1 Inspection Period**. Tenant shall have the right for up to six (6) months ("Initial  
57 Inspection Period") after the execution and delivery of this Lease by Landlord and Tenant to  
58 inspect and investigate the Premises and South Gate Park and to perform soil, groundwater, and  
59 other tests thereon; review and evaluate the Governmental Regulations (as defined below)  
60 applicable to the Premises and South Gate Park and the availability and probability of Tenant's  
61 receipt of all necessary governmental approvals, obtain surveys and other similar materials;  
62 obtain, review, and evaluate any title insurance commitment for the Premises; review and  
63 evaluate the availability of utilities and drainage facilities and easements therefor; review and  
64 evaluate the impact of the Governmental Regulations and/or conditions of the site on the  
65 economic or other feasibility of constructing and operating the Building on the Premises; consult  
66 with the appropriate governmental and private entities and organizations with respect to the  
67 provisions of free use of the sports facility by a number of local community user groups; review  
68 and evaluate the access to the Premises and matters such as curb cuts, crossovers, traffic  
69 signalization and the like; review and evaluate any environmental conditions of the Premises;  
70 and review and evaluate any other matter relating to Tenant's anticipated use of the Premises and  
71 Tenant's improvements and/or the value, cost, utility or feasibility thereof. Furthermore, Tenant  
72 may, by written notice to Landlord no later than sixty (60) days prior to the expiration of the  
73 Initial Inspection Period, extend the Inspection Period for up to an additional six (6) months.  
74 Tenant may terminate this Lease for any reason by sending written notice of termination to  
75 Landlord on or before 5:00 p.m. on the last day of the Inspection Period, as such may be  
76 extended pursuant to the preceding sentence, in which event the parties shall have no further  
77 rights or liabilities under this Lease (except for any that expressly survive termination of this  
78 Lease). So long as Tenant has provided Landlord with certificates of insurance as required  
79 pursuant to the terms of this Lease, Landlord hereby agrees that Tenant and Tenant's designated  
80 employees, agents and contractors shall be permitted to enter the Premises and South Gate Park  
81 at any time during normal business hours from and after the execution and delivery of this Lease  
82 in order to perform the inspection of the Premises and South Gate Park set forth above so long as  
83 Tenant does not unreasonably interfere with the conduct of Landlord's business on the property.  
84 Tenant shall indemnify, hold harmless and defend (with counsel selected by Landlord) Landlord  
85 and Landlord's City Council members, officers and employees from any and all loss, cost,

86 damage, expense and liability (including without limitation court costs and reasonable attorneys'  
87 fees) incurred in connection with or arising from Tenant's entry on the Premises and South Gate  
88 Park for the purposes of this Section 3.1.

89 **3.2 Term**. The initial term of this Lease ("**Initial Term**") shall be twenty-five (25)  
90 years, commencing on the date (the "**Commencement Date**") that is the later of (i) the  
91 expiration or earlier termination of the Inspection Period or (ii) the date Landlord delivers the  
92 Premises to Tenant in Ready for Permitting Condition. As soon as the Commencement Date has  
93 been determined, Landlord and Tenant shall execute a letter agreement or similar document  
94 specifying the exact Commencement Date. The Term of this Lease shall, subject to Section 3.3,  
95 terminate on the date after the expiration of twenty-five (25) years following the Commencement  
96 Date, unless sooner terminated by either Party pursuant to the provisions of this Lease. If the  
97 Lease is terminated for any reason, Landlord shall be entitled to receive from Tenant copies of,  
98 and use, any reports, studies, permits or other work product related to the development and  
99 construction of any improvements made by Tenant to the Premises. If the Lease Term is  
100 extended pursuant to Section 3.3 below, then the defined term "**Term**" shall include each and  
101 every exercised renewal term.

102 **3.3 Options to Extend**. Tenant may renew this Lease for two additional renewal  
103 terms, the first for five (5) years and the second for four (4) years and nine (9) months, if Tenant  
104 gives written notice of renewal to Landlord at least one hundred eighty (180) days prior to the  
105 end of the then current term. Each renewal term shall be subject to the same terms and  
106 conditions as the Initial Term (including Base Rent which shall be subject to adjustment pursuant  
107 to Section 4.3). If Tenant fails to give notice of the exercise of any renewal option within the  
108 foregoing required notice period, Tenant's right to exercise such renewal option shall be deemed  
109 null and void.

#### 110 **4. Rent**

111 **4.1 Base Rent**. In addition to other amounts owing by Tenant to Landlord hereunder,  
112 Tenant shall pay to Landlord annual base rent ("**Base Rent**") for the use of the Premises. Base  
113 Rent shall be due from and after the Rent Commencement Date identified in Section 4.2 below.  
114 During the period from the Rent Commencement Date until the first Adjustment Date identified  
115 in Section 4.3 below, the annual amount of Base Rent owing by Tenant shall be the sum of One  
116 Hundred Fifty-Four Thousand Dollars (\$154,000) per year. Base Rent shall be paid in equal  
117 quarterly installments, in advance on or before the first (1st) day of each calendar quarter (i.e.,  
118 January 1, April 1, July 1 and September 1), in lawful money of the United States, to Landlord at  
119 the notice address specified in Section 31.3 below or, at Landlord's option, at such other place as  
120 Landlord may from time to time designate in writing. Base Rent shall be paid without prior  
121 notice or demand, and without any setoff or deduction whatsoever, except as otherwise expressly  
122 set forth in Sections 10.2, 15.2 and 21.2.1 of this Lease and as may be provided in that certain  
123 holding agreement in the form attached hereto as Exhibit "E" to be executed by the parties in  
124 connection with Section 4(d) of Exhibit "B" (Work Letter) below. If the Rent Commencement  
125 Date falls on a day of the month other than the first day of such calendar quarter or if any  
126 payment of Rent is for a period which is shorter than one calendar quarter, the Rent for any  
127 fractional month shall accrue on a daily basis for the period from the date such payment is due to  
128 the end of such calendar quarter or to the end of the Lease Term at a rate per day which is equal

129 to 1/360 of the applicable annual Rent. All other payments or adjustments required to be made  
130 under the terms of this Lease that require proration on a time basis shall be prorated on the same  
131 basis.

132 **4.2 Rent Commencement Date.** Unless extended as provided below, the "Rent  
133 **Commencement Date"** shall be a date that is the earlier to occur of (a) the second annual  
134 anniversary of the Commencement Date, or (b) the date on which Tenant has obtained a  
135 certificate of occupancy for the Building to be constructed in accordance with Section 5 below  
136 and any permits or approvals required for the operation of Tenant's business at the Premises. If  
137 such certificate of occupancy has not been obtained by Tenant by the second annual anniversary  
138 of the Commencement Date due to unexcused delays caused by Tenant, written notice of which  
139 has been given to Tenant by Landlord, then Landlord will have the right, upon written notice to  
140 Tenant (which Tenant may contest), to set the Rent Commencement Date as the second annual  
141 anniversary of the Commencement Date. If Tenant contests such notice and Landlord and  
142 Tenant are unable to agree on Landlord's setting of the Rent Commencement Date, then the Rent  
143 Commencement Date will not be effective until decided by arbitration pursuant to the then  
144 current rules and procedures of the American Arbitration Association. Notwithstanding the  
145 foregoing, the Rent Commencement Date shall be extended on a day-for-day basis for any delays  
146 in the design or construction of the Building or in obtaining a certificate of occupancy caused by  
147 Landlord or Force Majeure Delays (as such term is defined in Section 31.19 below). Tenant  
148 acknowledges and agrees that delays resulting from any act or omission of Landlord while acting  
149 in its regulatory capacity in the normal course, including but not limited to plan checks, reviews  
150 and approvals by its Department of Community Development/Redevelopment or Department of  
151 Public Works, shall not be deemed a "delay" caused by Landlord hereunder, but if such delay  
152 through no fault of Tenant extends beyond what would be reasonably considered to be normal  
153 and customary for obtaining any such approval, then such delay shall be considered a Force  
154 Majeure Delay for purposes of this Section 4.2.

155 **4.3 Increases to Base Rent.** The Base Rent shall be increased on the fifth  
156 anniversary of the Rent Commencement Date and on each subsequent fifth anniversary of Rent  
157 Commencement Date during the Term, including any extensions of the Initial Term pursuant to  
158 Section 3.3 (collectively, the "Adjustment Dates"). On each Adjustment Date, Base Rent shall  
159 be increased to a sum equal to the product obtained by multiplying the then current Base Rent by  
160 a fraction, the numerator of which is the New Index (defined below) as of that Adjustment Date  
161 and the denominator of which is the Base Index (defined below). In the event the New Index is  
162 not available on the Adjustment Date, Landlord shall notify Tenant of the adjustment as soon as  
163 the New Index becomes available, and Tenant shall immediately pay any amount that has  
164 accrued since the Adjustment Date. For purposes of adjusting the Base Rent as provided in this  
165 Section 4.3, the following definitions shall apply:

166 **4.3.1 "Index"** means the Consumer Price Index (all items) for All Urban  
167 Consumers as published by the United States Department of Labor, Bureau of Labor Statistics  
168 ("Bureau"), for the Los Angeles-Anaheim-Riverside Metropolitan Area (1982-84=100 base);

169 **4.3.2 "Base Index"** means the Index published for the month which is sixty-one  
170 (61) months prior to the Adjustment Date; and

171 4.3.3 "New Index" means the Index published for the month which is one (1)  
172 month prior to the Adjustment Date.

173 Under no circumstances shall the Base Rent following any adjustment pursuant to this  
174 Section 4.3 be less than one hundred five percent (105%) of the current Base Rent immediately  
175 prior to the applicable Adjustment Date or greater than one hundred twenty-five (125%) of the  
176 current Base Rent immediately prior to the applicable Adjustment Date. Landlord shall use  
177 commercially reasonable efforts to calculate and give Tenant written notice of any such increase  
178 in Base Rent prior to the applicable Adjustment Date. Should the Bureau discontinue the  
179 publication of the Index, or publish the same less frequently or on a different schedule, or alter  
180 the same in some other manner, including, but not limited to, changing the name of the Index or  
181 the geographic area covered by the Index, Landlord, in its reasonable discretion, shall adopt a  
182 substitute index or procedure which reasonably reflects and monitors consumer prices.

183 Landlord and Tenant agree that not later than six (6) months prior to the seventh (7th)  
184 anniversary of the Rent Commencement Date the parties shall meet and discuss in good faith,  
185 over not less than ninety (90) days, whether the Base Rent and such other economic terms of this  
186 Lease should be adjusted effective as of the seventh (7th) anniversary of the Rent  
187 Commencement Date. If, at the end of the ninety (90) day negotiating period, Landlord and  
188 Tenant are unable, despite commercially reasonable efforts, to agree on any adjustment to the  
189 Base Rent and such other economic terms of this Lease as of the seventh (7th) anniversary of the  
190 Rent Commencement Date, the provisions of the Lease with respect to Base Rent and such other  
191 economic terms shall remain in full force and effect.

192 4.4 Additional Rent. Tenant shall pay to Landlord upon demand all Tax Expenses  
193 (as that term is defined below) incurred by Landlord. Such payments by Tenant, together with  
194 any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are  
195 hereinafter collectively referred to as the "Additional Rent", and the Base Rent and the  
196 Additional Rent are herein collectively referred to as "Rent." All amounts due under this Section  
197 4.4 as Additional Rent shall be payable for the same periods and in the same manner as the Base  
198 Rent. Without limitation on other obligations of Tenant which survive the expiration of the  
199 Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Section 4.4  
200 shall survive the expiration of the Lease Term. "Tax Expenses" shall mean all federal, state,  
201 county, or local governmental or municipal taxes, fees, charges or other impositions of every  
202 kind and nature, whether general, special, ordinary or extraordinary, (including, without  
203 limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or  
204 taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the  
205 receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the  
206 fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and  
207 other personal property used in connection with the building identified in Section 5 below, or any  
208 portion thereof), which shall be paid during the Term (or any extension thereof) because of or in  
209 connection with the ownership, leasing and operation of the Premises, or any portion of any of  
210 the foregoing, provided, however, that Tenant shall not be liable for the payment of the amount  
211 of any tax imposed by the City of South Gate on Tenant which is in excess of the amount of such  
212 tax which is imposed by the City of South Gate on business operations, that are similar to  
213 Tenant's. Tenant shall have the right to contest Taxes, either in its own name or in the name of  
214 Landlord; provided that any such contest undertaken by Tenant shall be at Tenant's sole cost and



215 expense, and that, if there is an imminent forfeiture of title to the Premises or any portion thereof  
216 due to such contest. Tenant shall either pay any contested amount or post a bond or other security  
217 sufficient to forestall such forfeiture. Within ten (10) days after either party to this Lease  
218 receives notice of valuation from the relevant appraisal district and or any other applicable  
219 governmental authority with respect to the Premises ("Appraisal Notice"). such party shall  
220 deliver a copy of such Appraisal Notice to the other party. Within fifteen (15) days after Tenant  
221 receives a copy of the Appraisal Notice from Landlord or a governmental authority, Tenant may  
222 deliver to Landlord a written request to contest the amount or validity of the Appraisal Notice.  
223 Landlord shall have no obligation to contest the amount or validity of the relevant Appraisal  
224 Notice, but if Landlord fails to institute such a protest within fifteen (15) days after receiving  
225 Tenant's request, then Tenant shall be free to contest the amount or validity of the relevant  
226 Appraisal Notice at Tenant's sole cost, and Landlord shall reasonably cooperate with Tenant in  
227 that contest.

228 **5. Construction and Use Of Building** Tenant shall, at its expense, construct certain  
229 improvements upon the Premises pursuant to this Section 5, the other applicable provisions of  
230 this Lease, and the terms of the Work Letter attached hereto as Exhibit "B".

231 **5.1 Delivery of Premises by Landlord** Landlord shall deliver the Premises to  
232 Tenant upon the expiration or earlier termination of the Inspection Period (the "Delivery Date")  
233 in the condition ("Ready for Permitting Condition") described herein whereupon Tenant will  
234 apply for the required building permits in order to develop the Premises for the purposes set forth  
235 in this Lease. This condition shall include and be limited to only the availability of hook ups for  
236 all required utilities at the main transmission lines off-site. If Landlord fails to deliver the  
237 Premises to Tenant in the Ready for Permitting Condition on or before the Delivery Date,  
238 Tenant's obligation to pay Rent shall be extended beyond the Rent Commencement Date one (1)  
239 day for each one (1) day after the Delivery Date Landlord fails to deliver to Tenant in the Ready  
240 for Permitting Condition. If Landlord fails to deliver the Premises to Tenant in the Ready for  
241 Permitting Condition within ninety (90) days after the Delivery Date, Tenant may continue to  
242 accrue "free rent" or terminate this Lease upon ten (10) days' prior written notice to Landlord,  
243 provided, however, if Landlord delivers the Premises to Tenant in the Ready for Permitting  
244 Condition during the foregoing 10-day notice period, any termination notice shall be deemed  
245 void. Except as specifically provided in this Section 5.1, Tenant waives any right or claim  
246 against Landlord as to any present physical condition of the Premises, including the soil or  
247 subsurface condition thereof, the encumbrances presently of record thereto, the improvements  
248 now or in the future located thereon, and all the fixtures or personal property located thereon.  
249 Tenant acknowledges that it has conducted or will conduct its own independent investigation  
250 regarding the fitness of the Premises for Tenant's intended use. Except as may otherwise  
251 provided in Section 12 below, Tenant acknowledges that neither Landlord nor any purported  
252 agent or representative of Landlord has made, nor is Tenant relying upon, any representation or  
253 warranty as to the Premises or the suitability of the Premises for any particular use by Tenant.

254 **5.2 Tenant's Construction** Tenant shall construct upon the Premises, at Tenant's  
255 cost and based on plans and specifications to be mutually agreed upon by Landlord and Tenant,  
256 one permanent building (the "Building") which shall contain approximately 9,400 square feet,  
257 including not less than 11 Soccer Courts (10 for five-a-side and 1 for seven-a-side), adequate  
258 lockable storage areas, concession and snack bar facilities, a retail sales outlet, and

259 administrative support offices. In Landlord's reasonable discretion and upon notice to Tenant  
260 delivered not later than sixty (60) days prior to the Commencement Date, but subject to Tenant's  
261 approval thereof (which approval shall not be unreasonably withheld, conditioned or delayed),  
262 the Building shall include (and Tenant shall at its expense construct pursuant to the terms hereof)  
263 any walkways, bus drop off and other appurtenant improvements which the Parties deem  
264 necessary or desirable; said improvements may be located entirely within the Premises, or only  
265 partially on the Premises or adjacent to the Premises, it being agreed and understood that  
266 Landlord shall be responsible for the repair and maintenance of any such improvements which  
267 are not located on the Premises and that Tenant shall reimburse Landlord for the actual and  
268 reasonable costs of any such repairs and maintenance. In accordance with the foregoing, but not  
269 by way of limitation, Tenant agrees to develop and construct a batting cages facility on the terms  
270 and conditions set forth on Exhibit "D" attached hereto, which batting cages facility are more  
271 particularly described in the plans and specifications attached hereto as Exhibit "D-1", on a  
272 portion of South Gate Park designated by Landlord which shall be located adjacent to the  
273 Premises.

274 **5.3 Permits and Other Development Approvals.** Tenant shall be responsible, at its  
275 expense, for obtaining any building permits and other approvals necessary to construct the  
276 Building and operate its business thereon. However, Landlord shall, at Landlord's sole expense,  
277 be responsible for any other developmental or zoning approvals required for such construction or  
278 use. Landlord makes no representation regarding the need for or availability of any of the  
279 foregoing permits, approvals or entitlements except as otherwise expressly set forth in this Lease.  
280 If the construction and operation of the Building constitutes a "project" under the California  
281 Environmental Quality Act ("CEQA"), then (a) Tenant shall be the party responsible for  
282 preparing any Environmental Impact Report ("EIR") or other mitigation measure, reports,  
283 notices, studies, findings or declarations required under CEQA and for paying all costs and fees  
284 associated therewith, and (b) Landlord shall be the lead agency for CEQA purposes and shall be  
285 responsible for making policy decisions under CEQA (including without limitation approving  
286 any draft and final EIR for publication and circulation, approving any related documents, and  
287 making decisions with regard to pursuing the project or any alternative project described in any  
288 EIR). Landlord will cooperate (at no cost to Landlord) in obtaining any building permits or  
289 approvals referenced in this paragraph. If any third party commences litigation against Landlord  
290 objecting to or otherwise challenging any negative declaration or other action or omission under  
291 CEQA by Landlord respecting the Premises or Tenant's construction of the Building thereon or  
292 the use and occupancy thereof, Tenant shall indemnify, hold harmless and defend (with counsel  
293 selected by Landlord) Landlord for any and all liabilities, losses, costs or expenses, including  
294 attorney fees or fees for the use of experts or consultants, incurred as a result of any such  
295 litigation.

296 **5.4 Construction Schedule/Deadlines for Commencement and Completion.**  
297 Tenant shall use commercially reasonable efforts to cause the Building to be constructed  
298 pursuant to the timeline attached hereto as Exhibit "C" and pursuant to a construction schedule  
299 or schedules prepared by Tenant's general contractor and approved by Landlord and Tenant.  
300 Notwithstanding anything to the contrary which may be set forth in any such schedule, however,  
301 Tenant shall use commercially reasonable efforts to cause the construction of those  
302 improvements to be commenced and completed by the deadlines set forth below. Construction  
303 of the Building shall, subject to any delays caused by Landlord or Force Majeure Delays (as such

304 term is defined in Section 31.19), occur not later than **second annual anniversary of the**  
305 **Commencement Date** and shall, subject to any delays caused by Landlord or Force Majeure  
306 **Delays**, be completed and opened for business by no later than the second annual anniversary of  
307 the Commencement Date. Tenant acknowledges and agrees that delays resulting from any act or  
308 omission of Landlord while acting in its regulatory capacity in the normal course, including but  
309 not limited to plan checks, reviews and approvals by its Department of Community  
310 Development/Redevelopment or Department of Public Works, shall not be deemed a "delay"  
311 caused by Landlord hereunder, but if such delay through no fault of Tenant extends beyond what  
312 would be reasonably considered to be normal and customary for obtaining any such approval,  
313 then such delay shall be considered a Force Majeure Delay for purposes of this Section 5.4.

314 **5.5 Compliance with Law.** Tenant and all its contractors and subcontractors shall  
315 perform their construction activities in accordance with all applicable statutes, ordinances and  
316 regulations.

317 **5.6 Abatement of Adverse Impact.** Tenant shall use commercially reasonable  
318 efforts to mitigate and abate any adverse impact upon South Gate Park, and Landlord's  
319 employees, residents, citizens and invitees, resulting from the construction of the Building  
320 (including noise and dust). All construction work performed by or on behalf of Tenant pursuant  
321 to this Lease shall, to the extent reasonably practicable, be done in a manner which is the least  
322 intrusive to the use and operation of South Gate Park. Tenant shall provide adequate security  
323 during construction, as necessary to reasonably protect the Premises and Tenant's improvements  
324 and other property thereon.

325 **5.7 Construction Staging, Storage and Parking.** Construction staging activity,  
326 storage of construction equipment or materials, and/or parking by construction workers shall not  
327 be done on any portion of South Gate Park (excepting the Premises) without the prior written  
328 consent of Landlord specifying the times, locations and manner of such staging, storage or  
329 parking. Landlord shall have the right, in its reasonable discretion, to withhold or condition its  
330 consent to the extent Landlord determines that such activity will unreasonably interfere with the  
331 use and enjoyment of South Gate Park.

332 **5.8 Naming and Signage Rights.** Subject to Landlord's approval, which approval  
333 shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the exclusive right  
334 to name the Building and any other improvement constructed by Tenant upon the Premises  
335 consistent with community standards for a municipal park and to install any signage with respect  
336 thereto (i) on the Premises subject only to Tenant's compliance with all applicable Governmental  
337 Regulations and (ii) in South Gate Park subject to Tenant's compliance with applicable  
338 Governmental Regulations and to Landlord's consent with respect thereto, which consent shall  
339 not be unreasonably withheld, conditioned or delayed. Tenant's signs, literature and advertising  
340 referring to the Premises shall specify that Premises are publicly owned and operated as a public  
341 outdoor recreation facility by Tenant as lessee/concessioner in accordance with the requirements  
342 of the Land and Water Conservation Fund Act (as defined in Section 6.3.1 below).

343 **6. Tenant's Use and Operation of the Building.** Tenant shall use the Premises for the  
344 conduct and operation of an all-weather sports center and all other uses associated with such a  
345 business, including retail sales and on-site catering primarily for the outdoor recreating public

346 which is ancillary to the operation of the all-weather sports center (but excluding any restaurant  
347 catering primarily to the general public), or such other legally permitted use consistent with  
348 public outdoor recreation purposes, but no sale or consumption of alcoholic beverages on-site  
349 shall ever be permitted hereunder, subject to the following:

350       **6.1 Operation of the Building.** Subject to delays caused by Landlord and Force  
351 Majeure Delays (as such term is defined in Section 31.19 below) not later than the second annual  
352 anniversary of the Commencement Date, Tenant shall commence its business operations at the  
353 Premises, including without limitation the Soccer Courts, with the goal of providing high quality  
354 and affordable services for the public on a competitive basis with similar private facilities.  
355 Tenant shall also be responsible, at its expense, for procuring and maintaining any permits,  
356 licenses and/or approvals necessary for the Tenant's business operations of on the Premises.  
357 Initially, Tenant's business operations at the Premises, including the Soccer Courts, shall be  
358 conducted daily between the hours of 7:00 a.m. and 10:00 p.m.; provided, however, that Tenant  
359 may, during the Term, adjust such hours of operation in accordance with its prudent business  
360 judgment.

361       **6.2 Public Use of the Building.** Tenant shall make available, free of charge, non-  
362 exclusive use of the Building, including the Soccer Courts, for the public on such dates and times  
363 (collectively, "Free Use Periods") as reasonably determined by the mutual agreement of  
364 Landlord and Tenant and pursuant to the terms of this Lease. For purposes of this Lease, the  
365 Free Use Periods would include the use of a total of seventy-seven (77) Soccer Courts for one (1)  
366 hour each per week allocated as follows: use of twenty-five (25) Soccer Courts for an hour each  
367 during Monday-Friday "Prime Time Periods" (as defined below); use of twelve (12) Soccer  
368 Courts for an hour each during Saturdays and Sundays; and use of forty (40) Soccer Courts for  
369 an hour each during non-Prime Time Periods. Weekly prime playing time periods for  
370 non-exclusive use of the Building, including the Soccer Courts (collectively, "Prime Time  
371 Periods") shall mean the following: Monday through Friday between 4:30 p.m. and 9:30 p.m.  
372 and all day Saturday and Sunday. Scheduling of the Free Use Periods shall be done as follows:

373               **6.2.1 Annual Master Schedule.** Prior to January 1st of each calendar  
374 year during the Term, Landlord and Tenant shall develop an annual master schedule ("Master  
375 Schedule") for the Free Use Periods of the Soccer Courts. The Master Schedule shall specify  
376 the dates and times that the Soccer Courts shall be reserved for the Free Use Periods, otherwise  
377 all other dates and times are reserved for Tenant's sole use, subject, however, to adjustments  
378 thereof as may be discussed in the quarterly meetings as provided in Section 6.2.2 below.

379               **6.2.2 Quarterly Meetings.** Landlord and Tenant shall meet quarterly  
380 (unless alternate meeting times and frequencies are mutually agreed upon) to review and  
381 evaluate the status and condition of the Building and to confirm or modify the Master Schedule  
382 relative to the upcoming calendar quarter.

383               **6.2.3 Unavailability of Building During Scheduled Maintenance or**  
384 **Repair Periods.** The Master Schedule may also specify dates during which Tenant shall  
385 schedule repairs to and/or maintenance of the Building, including the Soccer Courts, and no  
386 public use shall be available.

387                   **6.2.4      Unavailability of Building During Unscheduled or Emergency**  
388 **Maintenance or Repair Periods.** If, following the preparation or latest quarterly modification  
389 of the Master Schedule, Tenant's maintenance personnel advise Landlord that the Building must  
390 undergo maintenance prior to the next scheduled maintenance period, then Tenant may by  
391 written notice to Landlord (which notice shall take effect immediately in the case of emergencies  
392 and which shall take effect in not less than 14 days in all other cases) withdraw the Building,  
393 including the Soccer Courts, from availability for public use during the period in which the  
394 maintenance and repairs are conducted. Tenant shall indicate in any such notice the approximate  
395 date on which the maintenance and repairs shall commence and the anticipated completion date  
396 of said maintenance and repairs.

397                   **6.2.5      Use of Building by Third Parties.** Except as otherwise expressly  
398 set forth in this Lease, Tenant shall have the right to allow third parties to use the Building,  
399 including the Soccer Courts, at such times and for such rental rates or other payment (or no  
400 payment) as determined by Tenant in its sole discretion.

401                   **6.2.6      Reversion of Use to Tenant During Free Use Periods.** If, at  
402 least five (5) minutes prior to the start of its scheduled use of a Soccer Court designated for a  
403 Free Use Period, the group scheduled to use such Soccer Court is not in the Building and has not  
404 provided Tenant with notice that it will be late, then the use of such Soccer Court will revert to  
405 Tenant and Tenant shall have the right to allow another party to use such Soccer Court.  
406 Furthermore, if any Soccer Court designated on a Master Schedule for a Free Use Period is not  
407 used on three (3) consecutive occasions, then the use of such Soccer Court will revert to Tenant  
408 and Tenant shall have the right to allow another party to use such Soccer Court thereafter.

409                   **6.3      Compliance with Laws.** The term "Governmental Regulations" means all  
410 federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, or  
411 requirements now in force or which may hereafter be in force, including, without limitation, the  
412 Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et. seq. together with the regulations  
413 promulgated pursuant thereto (the "ADA"). Tenant shall not use or occupy the Premises or any  
414 other portion of South Gate Park in any manner which violates any Governmental Regulations.  
415 Without limiting the foregoing, Tenant, at all times during the Term of this Lease, shall comply  
416 with the following:

417                   **6.3.1      Land and Water Conservation Fund.** Tenant acknowledges that  
418 South Gate Park, including the Premises, was acquired or developed by Landlord with federal  
419 assistance pursuant to the Land and Water Conservation Fund Act (16 U.S.C. 4601-4 *et seq*) and  
420 its implementing regulations (36 C.F.R. 59) (collectively, the "LWCFA"). Tenant's use,  
421 occupancy and operation of the Premises, including the Building and Soccer Courts, shall  
422 comply with the public outdoor recreation purposes required by the LWCFA.

423                   **6.3.2      Civil Rights and ADA.** Tenant's use, occupancy and operation of  
424 the Premises, including the Building and Soccer Courts, shall comply all Civil Rights and  
425 accessibility legislation (e.g. Title V of the Civil Rights Act, Section 504 of the Rehabilitation  
426 Act and the ADA).

427           6.4    **Go Dark.** Tenant may cease operating at the Premises if Tenant continues to pay  
428 Base Rent and Additional Rent and continues to abide by the other terms of this Lease.  
429 Notwithstanding the foregoing, if Tenant at any time discontinues the operation of its business at  
430 the Premises for reasons other than remodeling, casualty or condemnation, or other causes  
431 beyond Tenant's control ("**Ceases Operating**") Landlord may, at its option, terminate this Lease  
432 upon delivery of ninety (90) days' prior written notice thereof (the "**Go Dark Termination**  
433 **Notice**") to Tenant, provided that such Go Dark Termination Notice shall be ineffective if, at any  
434 time prior to the expiration of the 90-day period after Tenant's receipt of such Go Dark  
435 Termination Notice, (i) Tenant or any permitted assignee or subtenant re-opens for business in  
436 the Premises, or (ii) Tenant enters into a letter of intent for such assignment or sublet within such  
437 90-day period and the permitted assignee or sublessee opens for business within six (6) months.  
438 If Landlord exercises its recapture right, and Tenant fails to comply with (i) or (ii) above (the  
439 date of such failure being the "**Go Dark Termination Date**"), this Lease shall terminate and the  
440 parties shall be relieved from any and all liability hereunder except as to outstanding obligations  
441 accrued and existing hereunder as of the Go Dark Termination Date. If Landlord does not  
442 exercise its termination right, all other obligations of this Lease (including payment of Rent)  
443 shall continue in full force and effect. If Tenant, or any permitted assignee or sublessee Ceases  
444 Operating or reopens and then Ceases Operating at a later date, Landlord's right to recapture the  
445 Premises set forth herein shall continue to be effective as to each subsequent cessation of  
446 operation.

447           6.5    **Tenant's Exclusive.** "**All-weather sports center**" means a facility containing  
448 multiple synthetic-turf playing fields principally designed and equipped to be used for the  
449 playing of five-a-side and seven-a-side soccer and a hospitality, administration and changing  
450 rooms pavilion. During the Lease Term, Landlord covenants that it will not enter into any  
451 agreement of any kind with a third party for the operation of an All-weather sports center in the  
452 City of South Gate.

453       7.    **Title to Land and Premises.** At all times during the Term and thereafter, fee title to the  
454 land constituting the Premises shall remain the property of the Landlord. The Building, and any  
455 other improvements to be constructed by Tenant on the Premises pursuant to this Lease, shall be  
456 the property of Tenant during the Term of the Lease but shall become Landlord's property upon  
457 the expiration or earlier termination of the Lease without compensation to Tenant, free and clear  
458 of all claims to or against them by Tenant or any third person. Notwithstanding the foregoing,  
459 Tenant shall receive from Landlord the unamortized cost of improvements constructed on the  
460 Premises if through no fault of Tenant the Lease is terminated before the scheduled expiration of  
461 the Term.

462       8.    **Leasehold Mortgage.** Tenant shall not grant any security interests in, or otherwise cause  
463 or permit any liens or encumbrances to be created against Landlord's fee title and interest in the  
464 Premises and the Additional Parking Area.

465       8.1   **Grant of Security Interest.** Tenant may grant security interests in its lessee's  
466 interest under this Lease, and in its ownership interest in the Building or other improvements to  
467 be constructed on the Premises during the Term pursuant to this Lease, to secure such loans  
468 (collectively, the "Mortgage") from time to time made by any third party ("Mortgagee") to  
469 Tenant for the construction of the Building and other improvements. Landlord shall deliver

470 notice of any default by Tenant under this Lease to Mortgagee, provided Tenant and Mortgagee  
471 shall have notified Landlord in writing of the existence of the Mortgage, whereupon all notices  
472 given by Landlord hereunder to Tenant shall also be given simultaneously to Mortgagee and no  
473 notice of default shall be deemed effective against a Mortgagee who has notified Landlord of the  
474 existence of its encumbrance until it is so delivered. Mortgagee shall have the right to correct or  
475 cure any such default of Tenant within the same period of time after receipt of such notice as is  
476 given to Tenant herein to cure defaults plus an additional period of ten (10) business days  
477 thereafter. Landlord will accept Mortgagee's performance of any covenant, condition, or  
478 agreement on Tenant's part to be performed under this Lease with the same force and effect as  
479 though performed by Tenant if, at the time of such performance, Mortgagee delivers to Landlord  
480 evidence of its interest in this Lease. Notwithstanding any provisions of this Lease under which  
481 Landlord may declare a default and terminate this Lease, no notice of default given by Landlord  
482 to Tenant (other than notice of a Monetary Default defined in Section 21 below that can be cured  
483 by the payment of money within the applicable period of time) shall be effective to terminate this  
484 Lease if and so long as Mortgagee shall promptly commence the enforcement of and diligently  
485 pursue all rights and remedies legally available to it to cure all defaults that are within  
486 Mortgagee's power to cure. With respect to defaults that are not within Mortgagee's power to  
487 cure, no notice of default (other than a Monetary Default) given by Landlord to Tenant shall be  
488 effective to terminate this Lease if Mortgagee shall promptly commence the enforcement of and  
489 diligently pursue all rights and remedies legally available to it to acquire the leasehold estate  
490 under this Lease, and Mortgagee or any purchaser in foreclosure proceedings, upon acquisition  
491 of Tenant's interest in this Lease, performs all of the covenants and provisions on Tenant's part  
492 required to be performed to cure such defaults. Mortgagee or any purchaser in foreclosure  
493 proceedings may become the legal owner and holder of this Lease and the building and other  
494 improvements granted by Tenant as security for such Mortgage, by foreclosure of the Mortgage  
495 or as a result of conveyance in lieu of foreclosure, so long as Mortgagee or purchaser agree to be  
496 bound by the same terms and provisions of this Lease and agree further that Landlord shall have  
497 the right to approve any successor tenant or subtenant of the Premises, which approval shall not  
498 be unreasonably withheld.

499 If this Lease terminates because of a Tenant Default, or because of a disaffirmance of this  
500 Lease by a receiver, liquidator, or trustee for Tenant's property, or by any department of the city,  
501 state, or federal government that has taken possession of Tenant's business or property because  
502 of Tenant's insolvency or alleged insolvency and if, at the time of such termination, the  
503 Mortgage constitutes a first lien upon Tenant's leasehold estate, Landlord shall give notice  
504 thereof to Mortgagee and upon Mortgagee's request made within sixty (60) days after delivery of  
505 such notice to Mortgagee, and, upon payment to Landlord of all rent and other monies due and  
506 payable by Tenant under this Lease immediately prior to the termination of this Lease, as well as  
507 all sums that would have become payable under this Lease by Tenant to Landlord to the date of  
508 execution and delivery of the new lease as provided below, had this Lease not been terminated,  
509 together with reasonable attorneys' fees and expenses in connection therewith and in connection  
510 with the removal of Tenant from the premises, and the curing of all defaults under this Lease that  
511 are within Mortgagee's power to cure, and the performance of all of the covenants and  
512 provisions under this Lease that are within Mortgagee's power to perform up to the date of the  
513 execution and delivery of the new lease as provided below, giving credit, however, for any net  
514 income actually collected by Landlord from the Premises, Landlord shall enter into a new lease  
515 of the Premises with Mortgagee for the remainder of the Lease Term, at the same rent and on the

516 same terms and conditions as contained in this Lease and dated as of the date of termination of  
517 this Lease and convey to Mortgagee by quitclaim deed a term of years in and to the  
518 Improvements. Mortgagee's estate as tenant under the new lease shall have priority equal to  
519 Tenant's estate under this Lease (that is, there shall be no charge, lien, or burden upon the  
520 Premises or Improvements prior to or superior to the estate granted by such new lease and  
521 quitclaim deed that was not prior to or superior to Tenant's estate under this Lease as of the date  
522 immediately preceding the date this Lease went into default, except, however, any charge, lien or  
523 burden that should not have been permitted and/or should have been discharged by Tenant under  
524 the terms of this Lease). Nothing to the contrary contained in this Lease shall be deemed to  
525 impose any obligation upon Landlord to deliver physical possession of the Premises to  
526 Mortgagee. Mortgagee shall pay all expenses, including reasonable attorneys' fees, incident to  
527 the execution and delivery of such new lease and quitclaim deed.

528       **8.2 Payment of Liens.** Except in connection with any authorized security interests,  
529 Tenant shall pay and fully discharge all liens against the Premises or any portion thereof or  
530 improvement thereon for work performed by or for Tenant within thirty (30) days after receipt  
531 by Tenant of any notice of such lien, unless prior to that time Tenant has notified Landlord of  
532 Tenant's intention to contest such lien and has recorded a bond sufficient to cause such lien to be  
533 released under California Civil Code Section 3143 or other applicable statute. In the event  
534 Tenant has not discharged such lien within said period or posted the applicable bond, Landlord  
535 shall have the option (and unilateral discretion), but not the obligation, after written notice to  
536 Tenant exercising such option, to pay, adjust or compromise the lien, or any portion thereof. If  
537 Landlord has expended any funds (including without limitation Landlord's payment of attorneys'  
538 fees) to discharge said lien or to redeem the Premises from any sale incident to such lien, then  
539 Tenant shall reimburse Landlord for all such actual and reasonable expenditures within thirty  
540 (30) days following Landlord's delivery to Tenant of a statement showing such expenditures and  
541 any backup documentation reasonably requested by Tenant. In addition to such reimbursement,  
542 Tenant shall also pay Landlord interest at the rate of ten percent (10%) per annum on the amount  
543 of any such disbursement of Landlord, calculated from the date of payment by Landlord to the  
544 date of repayment by Tenant.

545 **9. Utilities and Utility Easements.** Tenant shall be responsible, at its expense, for  
546 obtaining utility service necessary for the Building and for installing any and all necessary utility  
547 conduits for connection to the main transmission lines off-site, provided, however, that Landlord  
548 shall be responsible only for the costs involved in making available the hook ups at the main  
549 water and sewer lines off-site. To the extent reasonably necessary, Landlord shall grant one or  
550 more easements across South Gate Park for purposes of allowing Tenant to install utility  
551 conduits needed to serve the Building. The term of such easements shall terminate concurrent  
552 with the expiration or termination of this Lease. The location of such easements shall be  
553 mutually determined by Landlord and Tenant. Tenant agrees to pay, before delinquency, all  
554 charges for gas, electricity, heat, light, power, sewage, water, telephone, trash removal, and all  
555 other similar services or utilities furnished to the Building during the Term, including all  
556 installation, connection and disconnection charges.



557 10. Maintenance and Repairs.

558 10.1 Tenant's Maintenance and Repair Obligations Except as otherwise provided  
559 in Section 10.2 below, Tenant, at its sole cost and expense, shall keep the Building and all other  
560 improvements located on the Premises in good and sanitary condition and repair (exclusive of  
561 ordinary wear and tear) at all times during the Term. All damage, injury or breakage to any part  
562 or portion thereof, caused by the willful misconduct or negligent act or omission of Tenant or  
563 Tenant's agents, contractors, employees, licensees, directors, officers, partners, trustees, visitors  
564 or invitees, shall be promptly repaired by Tenant to the satisfaction of Landlord at Tenant's sole  
565 cost and expense and pursuant to the provisions of this Section 10 (collectively, the "Repairs").  
566 Landlord may, after written notice to Tenant, make any Repairs which are not made by Tenant  
567 within a reasonable amount of time and charge Tenant for the actual and reasonable cost of such  
568 Repairs. In connection therewith, Landlord and its agents, employees, contractors, successors,  
569 assigns and designees shall have the right to enter upon the Premises, the Building and other  
570 improvements located thereon at all reasonable times and upon reasonable prior notice for the  
571 purpose of making such Repairs, without liability or compensation to Tenant. Tenant hereby  
572 waives and releases its right to terminate this Lease or to make repairs at Landlord's expense  
573 under Sections 1932, 1941 and 1942 of the California Civil Code or under any similar law,  
574 statute, or ordinance now or hereafter in effect.

575 10.2 Landlord's Maintenance and Repair Obligations. Landlord shall maintain and  
576 repair the Common Parking Area, including such portion thereof as may be located within the  
577 boundaries of the Premises and any portions of South Gate Park (other than Premises) that are  
578 required for the operation of Tenant's business on the Premises (e.g., access roads, utility  
579 easements). Landlord's obligations shall include maintaining the Common Parking Area free of  
580 potholes and assuring that they are properly coated and sealed and striped as needed. Landlord  
581 shall have no obligation to make repairs under this Section 10.2 until a reasonable time after  
582 receipt of written notice of the need for such repairs from Tenant has elapsed. In no event shall  
583 any payments owed by Tenant under this Lease be abated (except as may be expressly provided  
584 herein), nor shall Landlord have any liability for interruption or interference to Tenant's business  
585 on account of Landlord's failure to make repairs under this Section 10.2. All maintenance and  
586 repair costs incurred by Landlord hereunder with respect to the Common Parking Area shall be  
587 allocated between Landlord and Tenant in proportion to the parties' proportionate use of the  
588 Common Parking Area, as reasonably determined by Landlord. Tenant's portion of maintenance  
589 and repair costs under this Section 10.2 shall be Additional Rent payable by Tenant.

590 If Landlord fails to keep and preserve the Common Parking Area and other portions of  
591 South Gate Park (other than the Premises) that are required for the operation of Tenant's business  
592 on the Premises for which it is responsible as set forth in this Section 10.2, and after which  
593 Tenant has given Landlord notice of such failure, Tenant may, at its option, put or cause the  
594 same to be put in the condition and state of repair agreed upon, but only if such failure would  
595 cause a material adverse impact on Tenant's business. In such case, Landlord shall reimburse  
596 Tenant the amounts incurred by Tenant in performing such repairs within ninety (90) days after  
597 delivery to Landlord of written statements and copies of invoices from Tenant's contractor(s)  
598 and/or vendor(s). If Landlord fails to so reimburse Tenant, Tenant may offset the amounts due  
599 Tenant by Landlord against any payment becoming due under this Lease or any other payment  
600 obligation under this Lease.

601 11. Alterations. Tenant shall have no right to make any alterations to the Common Parking  
602 Area or any other portion of South Gate Park.

603 11.1 Landlord's Consent to Alterations. Tenant shall have the right to make non-  
604 structural alterations to the interior of the Building which cannot be seen from the exterior  
605 thereof without Landlord's consent. Tenant may not make any improvements, alterations,  
606 additions or changes to the Building which are structural in nature or which can be seen from the  
607 exterior thereof (collectively, the "Alterations"), without first procuring the prior written  
608 consent of Landlord to such Alterations, which consent shall be requested by Tenant not less  
609 than ten (10) days prior to the commencement thereof, and which consent shall not be  
610 unreasonably withheld, conditioned or delayed by Landlord.

611 11.2 Tenant to Pay Cost of Alterations. All Alterations requested by Tenant and  
612 approved by Landlord shall be made at Tenant's expense.

613 11.3 Manner of Construction. Landlord may impose, as a condition of its consent to  
614 any and all Alterations, such reasonable requirements as Landlord in its reasonable discretion  
615 may deem desirable. However, Landlord may not impose any requirement that upon Landlord's  
616 request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any  
617 early termination of the Term, and/or any requirement that Tenant utilize for such purposes only  
618 contractors, materials, mechanics and materialmen selected by Landlord, provided, however, that  
619 Landlord may require that any contractors to be used by Tenant be approved by Landlord.  
620 Tenant shall construct such Alterations in conformance with any and all applicable federal, state,  
621 county or municipal laws, rules and regulations and pursuant to a valid building permit. All  
622 work with respect to any Alterations must be done in a good and workmanlike manner and  
623 diligently prosecuted to completion to the end that the Premises and the Building shall at all  
624 times be a complete unit except during the period of work. In performing the work of any such  
625 Alterations, Tenant shall have the work performed in such manner so as not to unreasonably  
626 obstruct access to any other portion of South Gate Park. Upon completion of any Alterations,  
627 Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the  
628 County of Los Angeles in accordance with Section 3093 of the Civil Code of the State of  
629 California or any successor statute, and Tenant shall deliver to Landlord a reproducible, full-  
630 sized copy of the "as built" drawings (1/8 inch = 1 foot scale) of the Alterations.

631 11.4 Construction Insurance. Prior to the commencement of any Alterations, Tenant  
632 shall provide Landlord with evidence that Tenant carries "Builder's All Risk" insurance in an  
633 amount covering the construction of such Alterations, it being understood and agreed that all of  
634 such Alterations shall be insured by Tenant pursuant to Section 17 of this Lease immediately  
635 upon completion thereof.

636 11.5 Title to Alterations. Title to any Alterations shall be held by Tenant during the  
637 Term and by Landlord following the Term, all pursuant to Section 7 above.

638 11.6 Initial Improvements. Notwithstanding anything to the contrary set forth in this  
639 Section 11, the initial improvements to the Premises which are to be made by Tenant pursuant to  
640 Section 5 above shall be made pursuant to the terms of the Work Letter attached hereto as  
641 Exhibit "B", and not the terms of this Section 11.

642 12. **Landlord's Covenants.** Landlord hereby represents and warrants to Tenant that as of  
643 the date of this Lease and the Delivery Date: (a) Landlord has good, indefeasible, and marketable  
644 fee simple title to the Premises, full right and authority to make and execute this Lease and that,  
645 to the best of Landlord's knowledge, the Premises are free and clear of and from all liens,  
646 restrictions, leases, encumbrances, title restrictions, Governmental Regulations, or other matters  
647 (whether recorded or unrecorded) which would materially and adversely restrict or prevent  
648 Tenant's operation of an all-weather sports center; (b) Landlord possesses full power and  
649 authority to deal with the Premises in all respects and no other party has any right or option  
650 thereto or in connection therewith; (c) this Lease and the consummation of the transaction  
651 contemplated in this Lease are the valid and binding obligations of Landlord and do not  
652 constitute a default (or an event which, with the giving of notice or the passage of time, or both,  
653 would constitute a default) under, nor are they inconsistent with, any contract to which Landlord  
654 is party or by which it is bound; (d) there are no pending or, to the best of Landlord's knowledge,  
655 threatened condemnation proceedings affecting the Premises; (e) there are no pending or, to the  
656 best of Landlord's knowledge, threatened actions or legal proceedings affecting the Premises; (f)  
657 to the best of Landlord's knowledge, there are no hazardous materials on the Premises; (g) to the  
658 best of Landlord's knowledge, there are no unpaid special assessments for sewer, sidewalk,  
659 water, paving, gas, electrical or power improvements or other capital expenditures or  
660 improvements, matured or unmatured, affecting the Premises; (h) to the best of Landlord's  
661 knowledge, there are no violations of any applicable Governmental Regulations with respect to  
662 the Premises and (i) Landlord is not obligated upon any contract, lease, or agreement, whether  
663 written or oral, with respect to the ownership, use, operation, or maintenance of the Premises.  
664 For purposes of this Lease, "to the best of Landlord's knowledge" is limited to the present actual  
665 knowledge of Paul Adams, Director, City of South Gate Parks and Recreation Department, and  
666 Steve Lefever, Director, City of South Gate Department of Community  
667 Development/Redevelopment, each without any duty or obligation to investigate or inquire  
668 about any of the factual matters specified herein. Landlord agrees that, during the Term of this  
669 Lease (as it may be extended hereunder), Landlord, in its capacity as a general law city, shall not  
670 commence or prosecute any eminent domain proceedings or actions against the Building or other  
671 improvements to be constructed by Tenant upon the Premises pursuant to this Lease.

672 13. **Quitclaim Deed.** Upon termination of this Lease for any reason, including but not  
673 limited to termination because of default by Tenant, Tenant shall execute, acknowledge, and  
674 deliver to Landlord within thirty (30) days after receipt of written demand therefor, a good and  
675 sufficient deed whereby all right, title and interest of Tenant in the Premises and any  
676 improvements which are not to be removed therefrom pursuant to this Lease is quitclaimed to  
677 Landlord. Should Tenant fail or refuse to deliver the required deed to Landlord, Landlord may  
678 prepare and record a notice reciting the failure of Tenant to execute, acknowledge, and deliver  
679 such deed and said notice shall be conclusive evidence of the termination of this Lease and of all  
680 right of Tenant or of those claiming under Tenant in and to the in the Premises and said  
681 improvements.

682 14. **Taxes and Assessments.** To the extent that any taxes or assessments in the nature of Tax  
683 Expenses identified in Section 4.4 above are separately assessed to Tenant, Tenant shall pay the  
684 same before delinquency. All such taxes and assessments not separately assessed to Tenant shall  
685 be paid by Landlord to the taxing authority, but the amount thereof shall be payable by Tenant to  
686 Landlord as Additional Rent pursuant to Section 4.4 above. If Tenant fails to pay any such taxes

687 or assessments as and when Tenant is required to do so hereunder, Landlord shall have the  
688 option, but not the obligation, to pay such amount together with any and all interest and  
689 penalties, in which case the total amount so paid together with interest thereon at the rate of ten  
690 percent (10%) per annum, calculated from the date of payment by Landlord to the date of  
691 repayment by Tenant, shall be due and payable by Tenant to Landlord as Additional Rent upon  
692 receipt of written notice from Landlord.

693 15. **Damage to Premises.**

694 15.1 In the event of the Building (except Tenant's furniture, fixtures, equipment or  
695 personal property) being destroyed or damaged by any of the Insured Risks (as such term is  
696 defined below) Tenant shall, without delay, rebuild the Building or such part of it as has been  
697 destroyed or damaged and insure that all monies payable by virtue of any insurance shall, subject  
698 to the provisions of this Section, forthwith be applied in such rebuilding and if the monies  
699 received by virtue of any insurance are insufficient for that purpose Tenant shall make good any  
700 deficiency from its own monies provided that:

701 15.1.1 Tenant shall be under no obligation to rebuild where the policy of  
702 insurance shall have been vitiated or the insurance monies withheld (in whole or in part) by  
703 reason of any act or omission of Landlord, its servants or agents or a person under  
704 Landlord's control;

705 15.1.2 all necessary licenses, certificates, approvals, permissions and  
706 consents shall have been obtained so as to permit the rebuilding to be carried out (and  
707 Tenant agrees to use commercially reasonable efforts to obtain the same with all practical  
708 speed);

709 15.1.3 Tenant may elect to replace the then current Building with a building  
710 generally similar in concept to the then current Building and (having regard to the then  
711 principles of good planning) of a similar order and size and being in or about the same  
712 position as its predecessor ("Comparable Building"); and

713 15.1.4 in the event that it is impossible, impractical or uneconomic to  
714 rebuild the Building or construct a Comparable Building as aforesaid either Tenant or  
715 Landlord may give notice to the other in writing to terminate this Lease in which case the  
716 Lease shall terminate on service of such notice and Tenant's obligation to rebuild the then  
717 current Building or construct a Comparable Building shall cease to have effect, provided,  
718 however, that Tenant at its sole cost shall be responsible for the clean-up and demolition of  
719 the Building and other improvements on the Premises and shall restore the Premises to its  
720 prior condition on the Delivery Date. Upon such termination of this Lease, Tenant shall  
721 promptly assign and pay over to Landlord such portion of any and all insurance monies  
722 actually paid and received by Tenant as a result of such Insured Risks equal to the  
723 unamortized value of the Building and other improvements on the Premises.

724 "Insured Risks" means the risks from time to time covered by the policy or policies of  
725 insurance effected by Tenant against loss or damage by fire, explosion, storm (including  
726 lightning), and such other risks as Landlord shall reasonably require or Tenant shall from time to

727 time at its absolute discretion during the Term determine (subject in all cases to such excesses  
728 exclusions and limitations as may be imposed by the insurers or underwriters with whom such  
729 insurance is placed) except always such risks as cannot reasonably be insured by Tenant on  
730 satisfactory terms or as Tenant's insurers or underwriters have refused to insure.

731 **15.2 Landlord to Repair South Gate Park.** If, during the Term, any portion of South  
732 Gate Park (other than the Premises) that is required for the operation of Tenant's business on the  
733 Premises shall be damaged or destroyed by fire or other casualty, Landlord shall repair or  
734 restore, or cause to be repaired or restored, the damaged portions thereof to substantially the  
735 same condition as existed prior to such casualty, but only if Landlord's failure to repair or restore  
736 such damaged portions thereof would have a material adverse impact on Tenant's business. The  
737 work of repair or restoration, which shall be completed with due diligence, shall be commenced  
738 within a reasonable time after the damage or loss occurs. Base Rent shall equitably abate while  
739 South Gate Park is being repaired or restored to reflect the impact of the damage or destruction  
740 on Tenant's business. If any of the work required to be performed by Landlord pursuant to this  
741 Section 15.2 has not commenced within one hundred twenty (120) days after the date of the  
742 casualty and thereafter diligently prosecuted to completion, Tenant shall have the right to (i)  
743 terminate this Lease by written notice to Landlord, in which event the parties shall have no  
744 further rights or liabilities under this Lease (except for any that expressly survive termination of  
745 this Lease or (ii) perform the work required to be performed by Landlord and offset the cost  
746 thereof against the Rent next coming due.

747 **15.3 Waiver of Statutory Provisions.** The provisions of this Lease, including this  
748 Section 15, constitute an express agreement between Landlord and Tenant with respect to any  
749 and all damage to, or destruction of, all or any part of the Premises or South Gate Park, and any  
750 applicable statute or regulation including, without limitation, Sections 1932(2) and 1933(4) of  
751 the California Civil Code, with respect to any rights or obligations concerning damage or  
752 destruction in the absence of an express agreement between the parties, and any other statute or  
753 regulation, now or hereafter in effect, shall have no application to this Lease or any damage or  
754 destruction to all or any part of the Premises or South Gate Park.

755 **16. Waiver of Claims.** During the Lease Term, Tenant shall hold Landlord free and  
756 harmless from all expenses, liabilities and claims for damages (including without limitation  
757 attorneys' fees) by reason of any injury to any person (including Tenant's directors, employees,  
758 invitees or patrons), or damage to property of any kind (including without limitation Tenant's  
759 property), from any cause in any way connected with the Premises or the use or occupancy  
760 thereof except to the extent caused by Landlord or Landlord's employees, agents or contractors.

761 **17. Insurance.**

762 **17.1 Tenant's Insurance.** During the Term, Tenant shall carry commercial general liability  
763 insurance in the name of Tenant, naming Landlord as an additional insured, insuring against any  
764 liability for injury to or the death of persons or damage to property resulting from any occurrence  
765 in any way connected with Tenant's use or occupancy of the Premises and the Common Parking  
766 Area. During the Term, the amounts of such insurance shall be as follows: (a) One Million  
767 Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate, for  
768 any one person killed or injured, (b) One Million Dollars (\$1,000,000) per occurrence, Three

769 Million Dollars (\$3,000,000) annual aggregate, for any one accident, (c) One Million Dollars  
770 (\$1,000,000) per occurrence for damage to property; and (d) Five Million Dollars (\$5,000,000)  
771 per occurrence in Umbrella Liability insurance in excess of the foregoing commercial general  
772 liability insurance. During the Term, Tenant shall also provide Child Molestation Liability  
773 Insurance under Endorsement Form No. L284 or its equivalent, in amounts of not less than One  
774 Million Dollars (\$1,000,000) per occurrence, covering Tenant's use and operation of the  
775 Building and other improvements on the Premises. The amounts of liability insurance coverage  
776 required under this Section 17 shall be adjusted periodically by the Parties to equal then-  
777 applicable commercially reasonable amounts in light of the Tenant's use of the Building. Tenant  
778 shall also maintain, at its expense and at all times during the Term, fire and casualty insurance in  
779 an amount equal to 100% of the cost of replacing the Building and other improvements  
780 constructed by Tenant on the Premises. As to any insurance policies to be maintained by Tenant,  
781 certificates thereof shall be delivered to Landlord. All such policies shall provide that they shall  
782 not be cancelable, and that coverage cannot be reduced by the insurer, without the insurer first  
783 giving at least thirty (30) days' prior written notice to Landlord. Each such policy required under  
784 this Section 17 shall name Landlord and its City Council members, officers and employees as  
785 additional insureds. In the event Tenant fails to maintain such insurance, and such failure  
786 continues for five (5) days after notice to Tenant, Landlord shall have the option, but not the  
787 obligation, to procure such insurance and the actual and reasonable cost thereof, together with  
788 interest at ten percent (10%) per annum, calculated from the date of payment by Landlord to the  
789 date of repayment by Tenant, shall be payable by Tenant to Landlord within thirty (30) days of  
790 written notice from Landlord. Any insurance to be provided by Tenant may be in the form of a  
791 blanket insurance policy or policies so long as the coverage of the Premises thereunder is at all  
792 times in the amounts and of the types required by this Section 17.

793 **17.2 Landlord's Insurance.** During the Term, Landlord shall carry commercial general  
794 liability insurance in the name of Landlord insuring against any liability for injury to or the death  
795 of persons or damage to property resulting from any occurrence in any way connected with  
796 South Gate Park and the Common Parking Area. During the Term, the amounts of such  
797 insurance shall be as follows: (a) One Million Dollars (\$1,000,000) per occurrence, Three  
798 Million Dollars (\$3,000,000) annual aggregate, for any one person killed or injured; (b) One  
799 Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual  
800 aggregate, for any one accident; and (c) One Million Dollars (\$1,000,000) per occurrence for  
801 damage to property, subject to such self-insured retention or deductible as Landlord may in its  
802 sole discretion determine.

803 **17.3 Waiver of Subrogation.** Landlord and Tenant each hereby waive any and all rights of  
804 recovery against the other or against the directors, officers, employees, agents and  
805 representatives of the other, on account of loss or damage of such waiving party on, to or of its  
806 property, or the property of others under its control, or any loss of business or profits to the  
807 extent that such loss or damage is insured against (or would have been insured against) under any  
808 fire and extended coverage insurance policy which either party may have in force (or is required  
809 to have in force) at the time of such loss or damage. Landlord and Tenant shall, upon obtaining  
810 the policies of insurance required under this Lease, give notice to its insurance carrier(s) that the  
811 foregoing mutual waiver of subrogation is contained in this Lease and shall cause each such  
812 insurance policy to provide that the insurance company waives all right of recovery by way of  
813 subrogation against Landlord or Tenant and Landlord's or Tenant's directors, officers,

814 employees, contractors, agents and representatives as the case may be in connection with any  
815 such loss or damage

816 **17.4 General Provisions.** Landlord, its officers, officials, employees, and volunteers are to be  
817 covered as insureds with respect to liability arising out of automobiles owned, leased, hired or  
818 borrowed by or on behalf of Tenant; and with respect to liability arising out of work or  
819 operations performed by or on behalf of Tenant, including materials, parts or equipment  
820 furnished in connection with such work or operations. For any claims related to the Premises  
821 and the construction of the Building and other improvements under this Lease, Tenant's  
822 insurance coverage shall be primary insurance as respects Landlord, its officers, officials,  
823 employees, and volunteers. Any insurance or self-insurance maintained by Landlord, its officers,  
824 officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute  
825 with it. Tenant shall furnish Landlord with original certificates and amendatory endorsements  
826 effecting coverage required by this Section 17. The endorsements should be on standard and  
827 customary insurance industry forms. All certificates and endorsements are to be received and  
828 approved by Landlord before any work commences on the Premises.

829 **18. Assignment or Subletting.**

830 **18.1 Landlord's Consent.** Tenant shall not assign this Lease or sublet the whole or  
831 any part of the Premises (collectively, "Transfer") without the prior written consent of Landlord,  
832 which consent shall not be unreasonably withheld, conditioned or delayed. Not less than thirty  
833 (30) days before the proposed effective date of any Transfer, Tenant shall provide Landlord with  
834 a written notice setting forth the reasonable details of such Transfer. If Landlord's consent is  
835 required for a Transfer, Landlord shall notify Tenant whether the proposed Transfer is approved  
836 or rejected not later than sixty (60) days after receipt of written notice thereof from Tenant (and  
837 if Landlord fails to notify Tenant within such 60-day period, then such failure shall be deemed  
838 Landlord's consent). If Landlord does not consent to a proposed Transfer, Landlord shall  
839 provide Tenant with a written explanation as to the reasons for withholding such consent.

840 **18.2 No Assignment.** The following events shall not be considered a Transfer under  
841 Section 18.1 above: (a) a change in ownership of Tenant as a result of a merger, consolidation,  
842 reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Tenant's stock  
843 on a national exchange or between Tenant's parent company, if any, and any subsidiary, affiliate,  
844 related entity, or other entity that controls, is controlled by, or is under common control with Tenant;  
845 (c) the Transfer of this Lease to Tenant's parent entity, if any, or any subsidiary, affiliate, related  
846 entity, an entity that controls, is controlled by, or is under common control with Tenant; (d) the sale  
847 or transfer of at least five (5) locations (including the Premises and this Lease) in a bulk sale to one  
848 transferee; or (e) a collateral assignment of Tenant's interest in this Lease to a lender as security for  
849 any indebtedness of Tenant to the lender. Tenant shall not be required to obtain Landlord's  
850 consent and Landlord shall have no right to delay, alter, or impede any of the foregoing  
851 transactions or combinations thereof, but such Transfer shall be effective only upon not less than  
852 sixty (60) days written notice to Landlord.

853 **19. Peaceable and Quiet Possession.** Landlord warrants that (a) Landlord has the legal right  
854 to lease the Premises to Tenant in accordance with the terms of this Lease; and (b) provided

855 Tenant is not in default hereunder after notice and opportunity to cure. Tenant shall have the  
856 peaceable and quiet possession of the Premises during the Lease Term.

857 20. Surrender of Premises Tenant, at the expiration of the Term or earlier termination of  
858 this Lease, shall peacefully and quietly surrender the Premises to Landlord and execute the deed  
859 required by Section 13 above. Upon termination of this Lease, and to the extent that Tenant is  
860 not required to and does not remove its improvements, personal property and trade fixtures,  
861 Tenant shall assign to Landlord all active and effective warranties for replacement or repair of  
862 any fixtures, equipment, or other items purchased and installed or constructed on the Premises by  
863 or on behalf of Tenant.

864 21. Default.

865 21.1 Default by Tenant.

866 21.1.1 If (a) Tenant defaults in the payment of rent or the payment of any  
867 monetary amount required by this Lease (collectively, a "Monetary Default") and such  
868 Monetary Default continues for a period of ten (10) days after written notice has been given  
869 by Landlord to Tenant specifying the Monetary Default; or (b) Tenant defaults in the  
870 performance of any other non-monetary agreement or condition required by this Lease to  
871 be performed by Tenant (collectively, a "Non-Monetary Default") and such Non-  
872 Monetary Default continues for a period of thirty (30) days after written notice has been  
873 given by Landlord to Tenant specifying the Non-Monetary Default; provided, however,  
874 that if the nature of such Non-Monetary Default is such that more than thirty days are  
875 reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant  
876 commences such cure within said 30-day period and thereafter diligently continues with  
877 such cure until it has been completed; or (c) any proceedings are filed or action taken by or  
878 against Tenant to declare Tenant a bankrupt or to appoint a receiver or trustee for Tenant or  
879 to reorganize Tenant or to make an assignment for the benefit of the creditors of Tenant or  
880 to do any other act of a similar nature or purpose under any state or federal bankruptcy or  
881 insolvency laws, and if such proceedings or actions shall not have been discharged within  
882 sixty (60) days thereafter, then, in the event of any of the above events (a - c), Landlord  
883 may declare a breach of this Lease by written notice to Tenant and any Mortgagee, and  
884 exercise any one or more of the rights available to a Landlord under the laws of the State of  
885 California, including, without limitation, the following:

886 21.1.2 Termination of Lease. To terminate this Lease, immediately and  
887 without further notice to Tenant, and recover (a) the worth at the time of the award of the  
888 unpaid rent which has been earned at the time of termination; and (b) any other reasonable  
889 monetary amount necessary to compensate Landlord for all the detriment suffered by  
890 Landlord which was proximately caused by Tenant's default under this Lease, including all  
891 costs of litigation and attorneys' fees incurred by Landlord.

892 21.1.3 Continuation of Lease. To continue this Lease in full force and  
893 effect, including Landlord's right to collect rent as it becomes due; provided Landlord may,  
894 at Landlord's option, take any action necessary or appropriate, including entering upon the  
895 Premises, to cure default of this Lease, in which event the reasonable costs incurred by



896 Landlord to effect such cure, including attorneys' fees, shall become due and payable by  
897 Tenant upon written notice from Landlord, including interest at ten percent (10%) per  
898 annum, calculated from the date of payment by Landlord to date of repayment by Tenant.

899 **21.1.4 Payments in Cure of Monetary Default.** After expiration of the  
900 applicable time for curing a particular default under this Lease, Landlord shall have the  
901 option, but not the obligation, to make any payment required of Tenant under this Lease to  
902 cure a default of Tenant, and the amount so paid by Landlord, plus interest on such sum at  
903 the rate of ten percent (10%) per annum, calculated from the date of payment by Landlord  
904 to date of repayment by Tenant, shall be due and payable by Tenant upon written notice  
905 from Landlord. No such payment or act by Landlord shall constitute a waiver of the  
906 default of Tenant under this Lease.

907 **21.1.5 Other Relief.** To seek such equitable or other relief as may be  
908 available to Landlord.

909 **21.2 Default by Landlord.**

910 **21.2.1 Failure to Perform.** Landlord's failure to perform or observe any  
911 of its obligations under this Lease, after a period of one hundred twenty (120) days or the  
912 additional time, if any, that is reasonably necessary to promptly and diligently cure the  
913 failure after receiving notice from Tenant, is a "**Landlord Default**". The notice from Tenant  
914 shall give in reasonable detail the nature and extent of the failure and identify the Lease  
915 provisions containing the obligations. After Tenant receives notice of a mortgagee's name  
916 and address and request for notice upon Landlord Default, Tenant shall provide the notice  
917 required by this **Section 21.2** to the mortgagee at the same time Tenant gives notice to  
918 Landlord. If Landlord commits a Landlord Default, Tenant, in addition to any remedies  
919 available under the law, may, without being obligated and without waiving the Landlord  
920 Default, cure the Landlord Default, but only if such Landlord Default would cause a  
921 material adverse impact on Tenant's business. Landlord shall pay Tenant, upon demand,  
922 all costs, expenses, and disbursements incurred by Tenant to cure the Landlord Default. If  
923 such payment is not rendered within thirty (30) days of demand, Tenant may deduct all  
924 such costs and expenses from the Rent next coming due. If Tenant elects not to cure the  
925 Landlord Default, Tenant shall have the right to terminate this Lease upon written notice to  
926 Landlord after the expiration of any applicable cure period (in which event the parties shall  
927 have no further rights or liabilities under this Lease (except for any that expressly survive  
928 termination of this Lease)). The provisions of this **Section 21.2** shall survive the expiration  
929 or sooner termination of this Lease.

930 **21.2.2 Remedies.** It is understood and agreed that Tenant's exercise of any  
931 right or remedy due to a Landlord Default shall not be deemed a waiver of or to alter,  
932 affect, or prejudice any right or remedy which Tenant may have under this Lease or at law  
933 or in equity. Neither the payment of Base Rent or any other amount due and payable by  
934 Tenant to Landlord under this Lease nor any other acts or omissions of Tenant at any time  
935 or times after the happening of any event authorizing the cancellation or termination of this  
936 Lease, or other remedy, shall operate as a waiver of any past or future violation, breach, or  
937 failure to keep or perform any covenant, agreement, term, or condition of this Lease or to

938 deprive Tenant of its right to cancel or terminate this Lease, or pursue other available  
939 remedies, upon the written notice provided for in this Section at any time that cause for  
940 cancellation or termination may exist, or be construed so as at any time to stop Tenant from  
941 promptly exercising any other option, right, or remedy that it may have under any term or  
942 provision of this Lease, at law, or in equity.

943  
944 22. **Landlord's Right of Entry.** Upon prior written notice from Landlord to Tenant, Tenant  
945 shall permit Landlord and its agents to enter upon the Premises at all reasonable times for  
946 purposes of inspection of the Premises and posting Notice(s) of Non-Responsibility as allowed in  
947 this Lease. Landlord agrees to use diligence to complete its entry and will endeavor to minimize  
948 the inconvenience to Tenant and its use of the Premises. In no event shall notice be given less  
949 than twenty-four (24) hours prior to such entry.

950 23. **Status of Lessee.** Tenant represents that as of the execution of this Lease Tenant is, and  
951 at all other times during the Term of this Lease Tenant will be, a corporation duly organized and  
952 in good standing under the laws of its state of incorporation, and qualified to do business in the  
953 State of California.

954 24. **Estoppel Certificate.** Landlord and Tenant at any time upon thirty (30) days' prior  
955 written notice from the other, will execute, acknowledge and deliver to the other a certificate, in  
956 recordable form, certifying (a) that this Lease is unmodified and in full force and effect (or, if  
957 there have been amendments, that this Lease is in full force, as amended); (b) that there are no  
958 existing defaults, offsets or defenses known to that Party which would impair the enforcement of  
959 any provisions of this Lease or the existence of such defaults, offsets or defenses or if there are  
960 any existing defaults, offsets or defenses known to such party, that such defaults, offsets of  
961 defenses are the only matters known to such party; and (c) the dates, if any, to which the rental or  
962 other monetary charges due under this Lease have been paid in advance.

963 25. **Precondition to Effectiveness.** Intentionally Omitted.

964 26. **Sale or Assignment of Landlord's Interest.** Tenant hereby agrees to attorn to any  
965 purchaser of Landlord's interest in the Premises from and after the date of written notice to  
966 Tenant of such sale, in the same manner and with the same force and effect as though this Lease  
967 were made, in the first instance, by and between Tenant and such purchaser, so long as such  
968 successor agrees to recognize this Lease and the rights of Tenant hereunder and expressly  
969 assumes all obligations of the Landlord under this Lease accruing from and after the date of such  
970 assignment, transfer or sale, it being intended by the Parties that the covenants and obligations of  
971 this Lease on the part of Landlord and Tenant shall be binding on Landlord and Tenant and their  
972 successors and assigns.

973 27. **No Partnership.** This Lease shall not be construed to create a partnership. Landlord has  
974 not in any way or for any purpose become a partner of, or joint venturer with, Tenant in the  
975 conduct of its business, or the operation by Tenant of the Premises.

976 28. **Future Governmental Requirements.** In the event a statute or governmental regulation  
977 mandates discontinuance or modification of this Lease by Landlord or imposes a penalty of any

978 nature as a result of this Lease or in the event of a reorganization of Landlord, this Lease shall be  
979 modified as necessary or, if it is impossible to so modify this Lease, then this Lease shall  
980 automatically terminate upon the effective date of such event and notice shall be given to Tenant  
981 of such fact in accordance with this Lease.

982 **29. Landlord's Rights as to the Premises.** Landlord reserves the right to install, lay,  
983 construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers,  
984 pipelines, manholes, and connections; water, oil and gas pipelines; telephone and telegraph  
985 power lines; and the appliances and appurtenances necessary or convenient in connection  
986 therewith, in, over, upon, through, across, and along South Gate Park or any part thereof,  
987 including the Premises, and to enter the Premises for any and all such purposes. Landlord also  
988 reserves the right to grant franchises, easements, rights of way, and permits in, over, upon,  
989 through, across, and along any and all portions of the Premises. Landlord agrees that any such  
990 rights granted to third parties by reason of this clause shall contain provisions that the surface of  
991 the land shall be restored as nearly as practicable to its original condition upon completion of any  
992 construction and that such entry upon the Premises shall not unreasonably interfere with the use  
993 by Tenant of the Premises nor require Tenant to incur any costs or expenses in relation thereto.

994 **30. Indemnification and Defense.**

995 **30.1 Tenant Indemnification.** Tenant shall indemnify, protect, hold harmless and  
996 defend (with counsel selected by Landlord) Landlord and Landlord's City Council members,  
997 officers and employees from any and all loss, cost, damage, expense and liability (including  
998 without limitation court costs and reasonable attorneys' fees) incurred in connection with or  
999 arising from Tenant's use, occupancy and operation of the Building and other improvements on  
1000 the Premises, Tenant's use of the Common Parking Area, or any other act or omission of Tenant  
1001 under this Lease, provided that the terms of the foregoing indemnity shall not apply to the  
1002 negligence or willful misconduct of Landlord. The provisions of this Section 30.1 shall survive  
1003 the expiration or sooner termination of this Lease with respect to any claims or liability arising in  
1004 connection with any event occurring prior to such expiration or termination.

1005 **30.2 Landlord Indemnification.** Landlord shall indemnify, defend, protect, and hold  
1006 harmless Tenant and Tenant's members, officers and employees from any and all loss, cost,  
1007 damage, expense and liability (including without limitation court costs and reasonable attorneys'  
1008 fees) incurred in connection with or arising from Landlord's use, occupancy and operation of  
1009 those portions of South Gate Park (other than the Premises) that are required for the operation of  
1010 Tenant's business at the Premises, Landlord's use of the Common Parking Area, or any other act  
1011 or omission of Landlord under this Lease, provided that the terms of the foregoing indemnity  
1012 shall not apply to the negligence or willful misconduct of Tenant. The provisions of this Section  
1013 30.2 shall survive the expiration or sooner termination of this Lease with respect to any claims or  
1014 liability arising in connection with any event occurring prior to such expiration or termination.

1015 **31. Miscellaneous.**

1016 **31.1 Gender.** Words of a particular gender used in this Lease shall include all other  
1017 genders and singular words include the plural and vice versa. The term "person" includes  
1018 persons, firms and corporations and all other types of entities or organizations.

1019            31.2 **Successors and Assigns.** This Lease shall inure to the benefit of and be binding  
1020 upon the Parties hereto and their successors and assigns.

1021            31.3 **Notices.** All written notices required to be given pursuant to the terms hereof  
1022 shall be either (a) personally delivered, (b) deposited in the United States express mail or first  
1023 class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by  
1024 overnight courier service, or (d) delivered by facsimile, provided that the original of such  
1025 facsimile notice is sent by certified U.S. mail, postage prepaid, no later than one business day  
1026 following such facsimile transmission. All such notices shall be deemed delivered upon actual  
1027 receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b)  
1028 or (c) above if the intended recipient refuses to accept delivery). All such notices shall be  
1029 delivered to the following addresses, or to such other address as the receiving Party may from  
1030 time to time specify by written notice to the other Party:

To Landlord:

City of South Gate  
Department of Parks & Recreation  
8650 California Avenue  
South Gate, California 90280  
Attn: Paul Adams, Director  
Fax: 323-564-8632

To Tenant:

Goals Soccer Centers, Inc.  
70 S. Lake Avenue, Suite 1013  
Pasadena, California 91101  
Attn: Les Allan, President  
Fax: 626-463-7073

1031            31.4 **Time.** Time is of the essence of every provision contained in this Lease.

1032            31.5 **Attorneys' Fees.** In the event any dispute between the Parties hereto should  
1033 result in arbitration or litigation, or if any action at law or in equity is taken to enforce or  
1034 interpret the terms and conditions of this Lease, the prevailing Party shall (in addition to any  
1035 other relief to which that Party may be entitled) be reimbursed for all reasonable costs and  
1036 expenses incurred in connection with such arbitration or litigation, including, without limitation,  
1037 reasonable attorneys' fees, accountants' fees and experts' fees. The "prevailing Party" shall be  
1038 determined by the arbitrator or the court, as applicable, and may include without limitation any  
1039 Party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or  
1040 third party complaint is voluntarily dismissed, with or without prejudice.

1041            31.6 **Construction.** The Parties acknowledge that each Party and its counsel have  
1042 reviewed and revised this Lease and that the normal rule of construction to the effect that any  
1043 ambiguities are to be resolved against the drafting Party shall not be employed in the  
1044 interpretation of this Lease or any amendments hereto.

1045           31.7 **Governing Law.** This Lease shall be construed and interpreted in accordance  
1046 with and shall be governed and enforced in all respects according to the laws of the State of  
1047 California, without regard to conflicts of laws principles.

1048           31.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings  
1049 brought against any Party hereto arising out of or relating to this Lease may be brought in any  
1050 state or federal court of competent jurisdiction in the County of Los Angeles, State of California,  
1051 and by execution and delivery of this Lease each Party accepts for itself and in connection with  
1052 its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts,  
1053 waives any defense of forum non conveniens and irrevocably agrees to be bound by any  
1054 judgment rendered thereby in connection with this Lease. Each Party hereby agrees that service  
1055 of all process in any such proceeding in any such court may be made by registered or certified  
1056 mail, return receipt requested, to any other Party at its address provided herein, such service  
1057 being hereby acknowledged by each Party to be sufficient for personal jurisdiction in any action  
1058 against said Party in any such court and to be otherwise effective and binding service in every  
1059 respect. Nothing herein shall affect the right to serve process in any other manner permitted by  
1060 law.

1061           31.9 **Counterparts.** This Lease may be executed in one or more counterparts, each of  
1062 which shall be deemed an original but all of which shall constitute one and the same instrument.  
1063 In addition, this Lease may contain more than one counterpart of the signature page and may be  
1064 executed by the affixing of the signatures of each of the Parties to any one of such counterpart  
1065 signature pages; all of such counterpart signature pages shall read as though one and they shall  
1066 have the same force and effect as though all of the signers had signed a single signature page.

1067           31.10 **Captions.** Any captions or headings to the Sections and subsections in this Lease  
1068 are solely for the convenience of the Parties hereto, are not a part of this Lease, and shall not be  
1069 used for the interpretation or determination of validity of this Lease or any provision hereof.

1070           31.11 **Severability.** If any one or more of the provisions contained in this Lease shall  
1071 for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,  
1072 illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be  
1073 construed as if such invalid, illegal, or unenforceable term or provision had never been contained  
1074 herein.

1075           31.12 **Further Assurances.** Each Party shall cooperate with the other and shall execute  
1076 such other documents as may be reasonably necessary to carry out the provisions of this Lease.

1077           31.13 **No Waiver.** Any waiver, consent or approval by either Party of any breach,  
1078 default or event of default of any provision, condition or covenant of this Lease must be in  
1079 writing and shall be effective only to the extent set forth in writing. No waiver of any breach,  
1080 default or event of default shall be deemed a waiver of any later breach, default or event of  
1081 default of the same or any other provision of this Lease. Any failure or delay on the part of  
1082 either Party in exercising any power, right or privilege under this Lease shall not operate as a  
1083 waiver thereof, nor shall any single or partial exercise of any such power, right or privilege  
1084 preclude any further exercise thereof.

1085           31.14 **Rights and Remedies**. No right or remedy conferred by any of the specific  
1086 provisions of this Lease is intended to be exclusive of any other right or remedy given hereunder  
1087 or hereafter existing at law or in equity. The exercise of any one or more rights or the election of  
1088 any one or more remedies by any Party shall not constitute a waiver of the right to exercise other  
1089 available rights or pursue other available remedies.

1090           31.15 **Entire Agreement**. This Lease contains the entire agreement between Landlord  
1091 and Tenant regarding the Premises and any agreement hereafter made shall be ineffective to  
1092 modify this Lease in whole or in part unless such agreement is embodied in an amendment to  
1093 this Lease which has been signed by both Parties. This Lease supersedes all prior negotiations,  
1094 understandings, representations and agreements.

1095           31.16 **Termination; Holdover**. This Lease shall terminate without further notice at the  
1096 expiration of the Lease Term. Any holding over by Tenant after expiration shall not constitute a  
1097 renewal or extension or give Tenant any rights in or to the Premises.

1098           31.17 **Memorandum of Lease**. Neither Landlord nor Tenant shall permit, allow or  
1099 cause this Lease, or any amendment to this Lease, to be recorded in any public registry or office  
1100 of register of deeds; provided, however, at the request of either party, Landlord and Tenant shall  
1101 execute a recordable memorandum of this Lease setting forth the names and addresses of the  
1102 parties, a reference to this Lease with its date of execution, general descriptions of the Premises,  
1103 the actual Lease Commencement Date and the actual Rent Commencement Date, the term of this  
1104 Lease, and all other information that may be required by statute or reasonably requested by either  
1105 party, which memorandum may be recorded by Tenant at Tenant's expense or by Landlord at  
1106 Landlord's expense in the appropriate public records of the jurisdiction in which the Premises are  
1107 situated.

1108           31.18 **Consent**. Except as otherwise expressly set forth in this Lease any consent or  
1109 approval required of Landlord or of Tenant shall not be unreasonably withheld, conditioned or  
1110 delayed.

1111           31.19 **Force Majeure Delays**. "Force Majeure Event" means any act or event,  
1112 whether foreseen or unforeseen, that meets all three of the following tests: (a) the act or event  
1113 prevents a party (the "Non-Performing Party"), in whole or in part, from (i) performing its  
1114 obligations under this Lease, or (ii) satisfying any conditions to the obligations of the other party  
1115 (the "Performing Party") under this Lease; (b) the act or event is beyond the reasonable control  
1116 of and not the fault of the Non-Performing Party; and (c) the Non-Performing Party has been  
1117 unable to avoid or overcome the act or event by the exercise of due diligence. In furtherance of  
1118 the definition of Force Majeure Event and not in limitation of that definition, each of the  
1119 following acts or events is an example of an act or event that could be a Force Majeure Event if  
1120 the act or event meets each of the above requirements of this Section 31.19: act of God, act of a  
1121 public enemy, injunction, arson, fire, riot, strike, lockout, insurrection, war, terrorist attack, court  
1122 order, requisition or order of governmental body or authority, and inability to procure labor or  
1123 materials or reasonable substitutes therefor from normally available sources. Notwithstanding  
1124 the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic  
1125 hardship, changes in market conditions, and insufficiency of funds.

1126           **31.20 Temporary Premises**. Provided that Tenant first obtains all required  
1127 governmental approvals, Tenant shall be permitted to use and maintain a trailer at a mutually  
1128 agreeable location at South Gate Park (the "**Temporary Premises**") and operate a sales office in  
1129 such trailer until Tenant's improvements are completed. Landlord acknowledges that Tenant  
1130 will need to complete certain site improvements to locate a trailer on the Temporary Premises, all  
1131 of which Tenant shall complete and remove after the improvements are completed at Tenant's  
1132 expense. Tenant shall not be required to pay Landlord for the right to use the Temporary  
1133 Premises, but Tenant shall have all rights, obligations, duties and responsibilities with respect to  
1134 the Temporary Premises as Tenant has under this Lease with respect to the Premises, including,  
1135 without limitation, the indemnification of Landlord required of Tenant pursuant to Section 30.1  
1136 above.

1137           **31.21 Incorporation of Exhibits**. All Exhibits included herein or attached hereto are  
1138 hereby incorporated into this Lease by this reference, and constitute an integral part of this  
1139 Lease.

1140

1141

1142

[SIGNATURES ON NEXT PAGE]

1143

1144

1145

1146

1147

31.22 IN WITNESS WHEREOF, the Parties have executed this Lease as the date first above written.

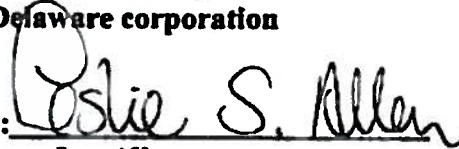
**"Landlord"**

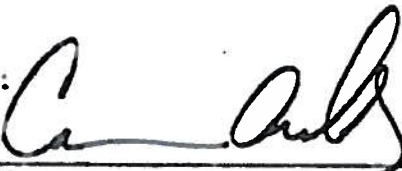
**"Tenant"**


**CITY OF SOUTH GATE,  
a municipal corporation in the State of  
California**

**GOALS SOCCER CENTERS, INC.,  
a Delaware corporation**

By:   
\_\_\_\_\_  
**GIL HURTADO, Mayor**

By:   
\_\_\_\_\_  
**Les Allan,  
President**

Attest:   
\_\_\_\_\_  
**CARMEN AVALOS, City Clerk**

Approved as to Form:  
  
\_\_\_\_\_  
**RAUL F. SALINAS, City Attorney**

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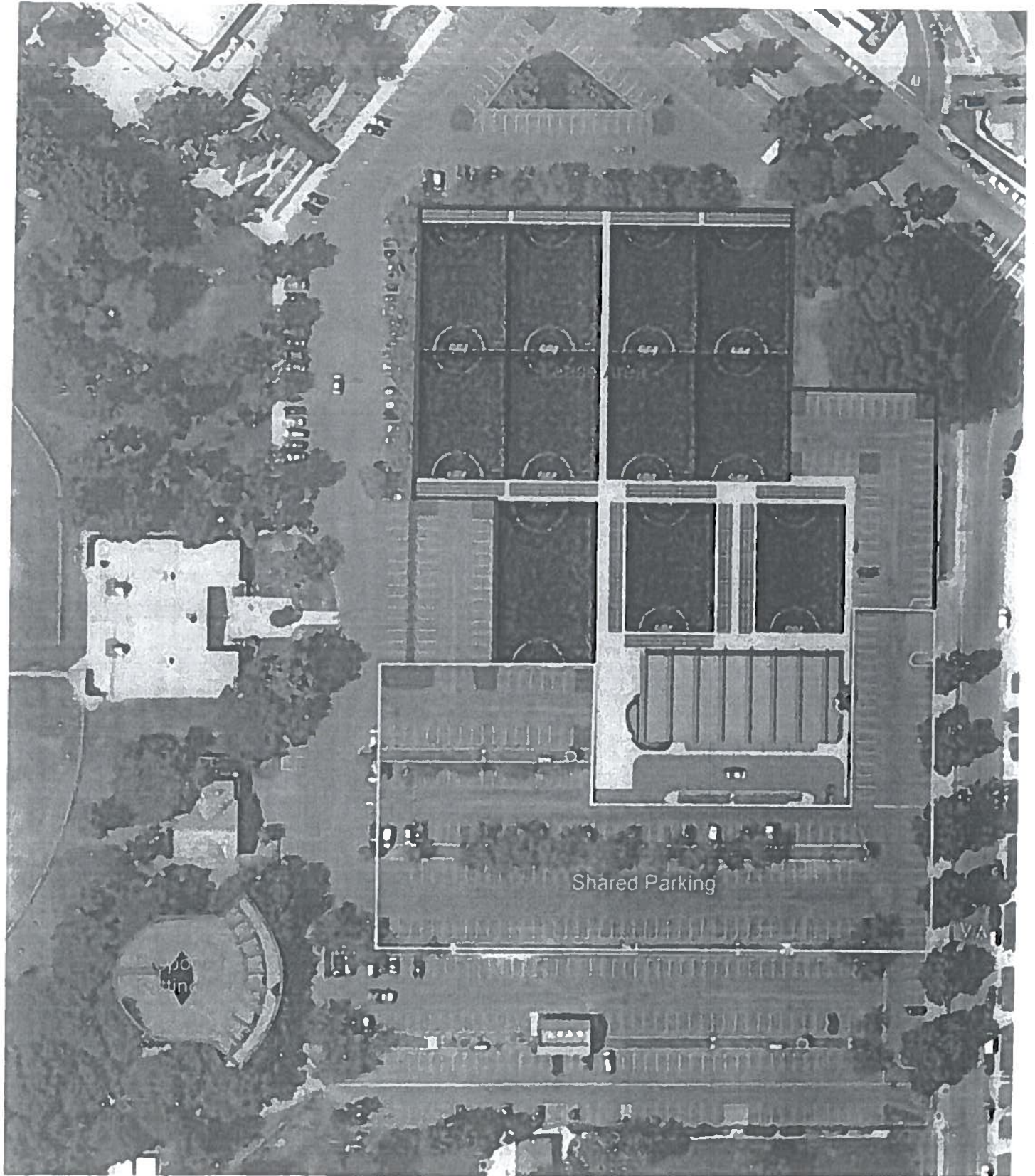
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**Exhibit "A"**  
**Site Plan of South Gate Park,  
Tweedy School Site, Additional Parking Area and Batting Cages**

**Site Plan of South Gate Park,  
Tweedy School Site, Shared Parking Area and Proposed Batting Cages**



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**Exhibit "A-1"**  
**Legal Description of Premises**  
**(Metes & Bounds and Plotted)**

EXHIBIT "A"

LEGAL DESCRIPTION  
A PORTION OF SOUTH GATE PARK

THOSE PORTIONS OF LOTS 7 AND 8 OF TRACT NO. 1471, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE ON THE CENTERLINE OF SOUTHERN AVENUE, SAID PIPE BEING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS " N 44°42'44" W 4.18' " ON THE MAP OF TRACT NO. 51652, RECORDED IN BOOK 1202, PAGES 37 AND 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 23°52'48" WEST, 131.49 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 08°16'34" WEST, 178.27 FEET;  
THENCE NORTH 81°43'26" WEST, 55.68 FEET;  
THENCE SOUTH 08°16'34" WEST, 136.86 FEET;  
THENCE NORTH 82°43'46" WEST, 223.09 FEET;  
THENCE NORTH 07°16'14" EAST, 105.50 FEET;  
THENCE NORTH 82°43'46" WEST, 81.00 FEET;  
THENCE NORTH 07°16'14" EAST, 120.00 FEET;  
THENCE NORTH 82°43'46" WEST, 59.00 FEET;  
THENCE NORTH 07°16'14" EAST, 226.85 FEET;  
THENCE SOUTH 82°43'46" EAST, 300.42 FEET;  
THENCE SOUTH 07°16'14" WEST, 138.25 FEET;  
THENCE SOUTH 82°43'46" EAST, 123.87 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.32 ACRES, MORE OR LESS

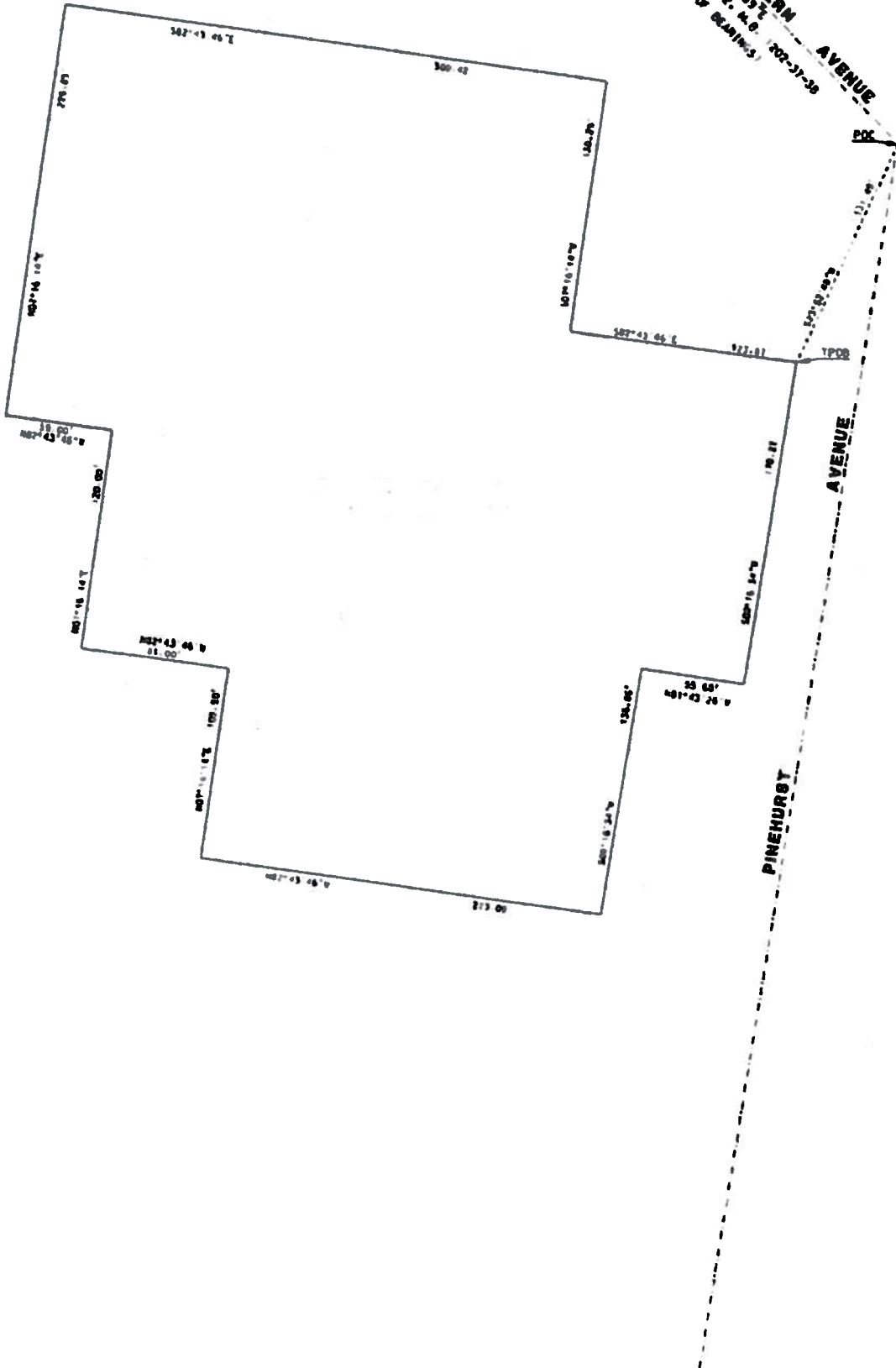
*AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF*

PREPARED UNDER MY SUPERVISION:

David O. Knell 4-29-09  
DAVID O. KNELL PLS 5301 DATE



# EXHIBIT "B"



**Exhibit "B"**  
**Work Letter**

This WORK LETTER AGREEMENT ("Agreement") is being entered into as of June 1, 2009, by and between CITY OF SOUTH GATE, a municipal corporation in the State of California ("Landlord") and GOALS SOCCER CENTERS, INC., a Delaware corporation ("Tenant"), in connection with the execution of the Lease between Landlord and Tenant dated of even date herewith, who hereby agree as follows:

1. **General**

(a) The purpose of this Agreement is to set forth how the Building and the other improvements on the Premises ("Tenant's Work"), as set forth on the final plans and specifications described below, are to be designed and constructed, who will be responsible for the design and construction of Tenant's Work, who will pay for the design and construction of Tenant's Work, and the time schedule for completion of the design and construction of Tenant's Work. A description of the proposed scope of Tenant's Work is attached hereto as Schedule I.

(b) Except as defined in this Agreement to the contrary, all terms utilized in this Agreement shall have the same meaning as the defined terms in the Lease.

(c) The provisions of the Lease, except where clearly inconsistent or inapplicable to this Agreement, are hereby incorporated into this Agreement.

2. **Commencement Date** The Commencement Date shall be determined in accordance with Section 3.2 of the Lease.

3. **Tenant's Work** Upon the expiration or earlier termination of the Inspection Period, Tenant, at its sole cost and expense, shall commence to construct, furnish or install Tenant's Work.

Tenant's Work shall be in conformity with plans submitted to and approved by Landlord and shall be performed in accordance with the following provisions:

(a) Landlord shall furnish to Tenant such drawings and other information as is required by the Lease but will endeavor to provide such other assistance as is reasonably necessary to permit Tenant to prepare plans of Tenant's Work.

(b) Tenant shall retain an architect licensed in the State of California ("Designer") to prepare all of the plans for Tenant's Work.

(c) Prior to the commencement of any of Tenant's Work in the Premises, Tenant shall prepare and submit to Landlord for its approval as to acceptability of design, fully dimensioned scaled preliminary drawings of the Premises and Tenant's proposed work therein (including specifications).

1197 (d) Within seven (7) business days after receipt of Tenant's preliminary  
1198 drawings, Landlord shall return one set of prints thereof with Landlord's approval and/or  
1199 suggested modifications noted thereon. If Landlord has approved Tenant's preliminary  
1200 drawings subject to modifications, such modifications shall be deemed to be acceptable  
1201 to and approved by Tenant unless Tenant shall prepare and resubmit revised drawings for  
1202 further consideration by Landlord. If Landlord has suggested modifications without  
1203 approving Tenant's preliminary drawings, Tenant shall prepare and resubmit revised  
1204 drawings for consideration by Landlord. All revised drawings shall be resubmitted to  
1205 Landlord following Landlord's return to Tenant of the drawings originally submitted, and  
1206 Landlord shall approve or disapprove such revised plans within seven (7) business days  
1207 following receipt of the same.

1208 (e) Following approval of Tenant's preliminary drawings by Landlord, Tenant  
1209 shall proceed to prepare final plans and specifications for Tenant's Work in conformity  
1210 with such approved preliminary drawings, and shall furnish two copies of such final plans  
1211 and specifications to Landlord for its determination as to conformity with approved  
1212 preliminary drawings and for its approval (which shall not be unreasonably withheld,  
1213 conditioned or delayed) as to any matters not shown in the approved preliminary  
1214 drawings. Landlord shall approve or reasonably disapprove (which disapproval shall  
1215 include Landlord's reasons for its disapproval and any suggested modifications and  
1216 changes) such final plans and specifications within seven (7) business days after receipt,  
1217 and in the event of disapproval Tenant shall revise and submit such final plans and  
1218 specifications as reasonably required by Landlord.

1219 (f) Landlord shall not be the guarantor of, nor responsible for, the correctness  
1220 or accuracy of any such plans, or the compliance thereof with applicable laws, and  
1221 Landlord shall incur no liability of any kind by reason of granting such approvals.  
1222 Tenant acknowledges and agrees that, for purposes of the foregoing review and approval  
1223 by Landlord of Tenant's preliminary drawings and final plans and specifications,  
1224 Landlord is not acting in its regulatory capacity but as owner of the Premises.

1225 (g) Tenant shall be responsible for obtaining all governmental approvals of  
1226 the final approved plans and specifications to the full extent necessary for the issuance of  
1227 a building permit for Tenant's Work based upon such plans. Thereafter, Tenant shall also  
1228 cause to be obtained all other necessary approvals and permits from all governmental  
1229 agencies having authority over the construction and installation of the tenant  
1230 improvements in accordance with the approved final plans and specifications and shall  
1231 undertake all steps necessary to insure that the construction of Tenant's Work is  
1232 accomplished in compliance with all laws applicable to such construction at the time of  
1233 construction. Landlord shall, at no cost and expense to Landlord, cooperate with Tenant  
1234 in executing permit applications and performing other acts reasonably necessary to  
1235 enable Tenant to obtain all of the governmental approvals and permits required for  
1236 Tenant's Work.

1237 (h) Tenant shall employ a contractor or contractors of Tenant's choice  
1238 ("Contractor") to construct Tenant's Work in substantial conformity with the final plans  
1239 and specifications. Tenant shall pay for the entire cost of design and construction of

1240 Tenant's Work and all permits, and third party review and approval fees in connection  
1241 therewith.

1242 Contractor and the performance of the work shall be subject to the  
1243 following conditions:

1244 (i) Contractor shall be duly licensed and subject to Landlord's prior  
1245 written approval, which approval shall not be unreasonably, conditioned or delayed.

1246 (ii) Landlord or Landlord's agents shall have the right to inspect the  
1247 construction of Tenant's Work by Tenant during the progress thereof, it being the intent of the  
1248 parties hereto that Landlord shall be reasonable in its inspection of the construction of Tenant's  
1249 Work and that Landlord shall recognize, to the extent commercially reasonable and practicable,  
1250 the necessity of field changes based on field conditions. If Landlord shall give notice of faulty  
1251 construction or any other deviation from the final approved plans and specifications, Tenant  
1252 shall, unless Tenant disputes such claim, cause Contractor to make corrections.

1253 (iii) Tenant shall cause the Contractor to commence to construct  
1254 Tenant's Work in a timely manner following Landlord's approval of the final plans and  
1255 specifications and instruct the Contractor to cause Tenant's Work to be completed as soon as  
1256 reasonably possible without requiring overtime or other extra expense.

1257 (iv) Tenant's Work shall be constructed in accordance with the final  
1258 approved plans and specifications.

1259 (v) Tenant hereby indemnifies, holds harmless and defends (with  
1260 counsel selected by Landlord) Landlord and Landlord's City Council members, officers and  
1261 employees with respect to any and all costs, losses, damages, injuries and liabilities related in  
1262 any way to any act or omission of Tenant or Tenant's Contractor, or anyone directly or indirectly  
1263 employed by any of them, or in connection with Tenant's nonpayment of any amount arising out  
1264 of Tenant's Work.

1265 (i) Any material or substantial changes in Tenant's Work from the final plans  
1266 and specifications approved by Landlord shall be subject to Landlord's approval, it being  
1267 agreed and understood that, without limiting the generality of the foregoing, any changes  
1268 which affect the systems or the structure of the Building or the exterior appearance of the  
1269 Building shall be considered material and substantial.

1270 (j) Tenant shall notify Landlord at least fifteen (15) days prior to the  
1271 commencement of Tenant's Work so Landlord can post a "notice of non-responsibility."

1272 (k) Tenant shall have no obligation to pay Landlord supervisory, overtime,  
1273 review, inspection, or other similar fees in connection with Tenant's Work.

1274 4. General.

1275 (a) Consents. Regardless of any reference to the words "sole" or "absolute"  
1276 in this Exhibit B (but except for matters which (i) would have an adverse effect on the



1277 structural integrity of the Building. (ii) would have an adverse effect on the building  
1278 systems for the Building, or (iii) would have an effect on the exterior appearance of the  
1279 Building whereupon in each such case Landlord's duty is to act in good faith and in  
1280 compliance with the Lease), any time the consent or approval of Landlord or Tenant is  
1281 required pursuant to this Exhibit B, such consent or approval shall not be unreasonably  
1282 withheld, conditioned or delayed. Furthermore, any consent or approval required of  
1283 Landlord with respect to Tenant's Work shall be given or denied within seven (7)  
1284 business days of Tenant's request therefor. Tenant shall promptly supply the information  
1285 and documentation reasonably requested by Landlord (which request shall be made  
1286 promptly by Landlord) so as to permit Landlord to make a reasonable judgment with  
1287 respect thereto. The foregoing sentence shall not operate to waive or diminish Landlord's  
1288 obligation to comply with any of the specific time frames set forth herein for Landlord's  
1289 approval or consent.

1290 (b) Default. Any default by Tenant under the terms of this Agreement shall  
1291 constitute a default under the Lease to which this Agreement is attached, and shall entitle  
1292 Landlord to exercise all remedies set forth in the Lease. Tenant shall have any and all  
1293 rights to remedy such default pursuant to the provisions of the Lease.

1294 (c) Reasonable Diligence. Both Landlord and Tenant agree to use reasonable  
1295 diligence in performing all of their respective obligations and duties under this  
1296 Agreement and in proceeding with the construction and completion of the Tenant  
1297 Improvements in the Premises.

1298 (d) Deposited Funds. Upon Landlord's written request but in no event given  
1299 more than thirty (30) days before the Commencement Date, Tenant agrees to deposit the  
1300 sum of \$100,000 (the "Deposited Funds") with Landlord for purposes of securing the  
1301 timely and faithful design, construction and completion of the Tenant Improvements in  
1302 the Premises in accordance with this Work Letter and the Lease. The Deposited Funds  
1303 will be held by Landlord pursuant to a holding agreement which the parties agree to  
1304 execute and deliver prior to the commencement of the construction of the Tenant  
1305 Improvements hereunder in the form attached hereto as Exhibit "E" and made a part  
1306 hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Landlord"

"Tenant"

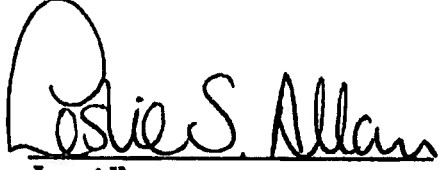
**CITY OF SOUTH GATE,  
a municipal corporation of the State of  
California**

**GOALS SOCCER CENTERS, INC.,  
a Delaware corporation**

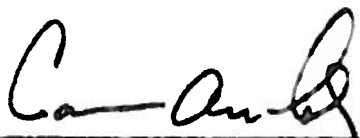
By:

  
\_\_\_\_\_  
**GIL HURTADO, Mayor**

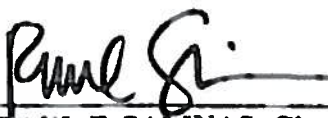
By:

  
\_\_\_\_\_  
**Les Allan  
President**

Attest:

  
\_\_\_\_\_  
**CARMEN AVALOS, City Clerk**

Approved as to Form:

  
\_\_\_\_\_  
**RAUL F. SALINAS, City Attorney**

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**SCHEDULE I TO EXHIBIT B**

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**GOALS SOCCER CENTERS**

**South Gate, CA**

**Scope of Work**

**June 1, 2009**

The proposed Goals Soccer Center at South Gate Park, Southern Avenue & Pinehurst, South Gate, California, shall be substantially as follows:

1. The site shall be approximately 3.32 acres, occupying primarily the site of the former Tweedy elementary school and a portion of the existing South Gate Park parking lot. Access to the proposed Goals facility shall be via the existing South Gate Park parking lot via either Southern or Pinehurst.
2. The proposed Goals Soccer facility shall be comprised of the following principal elements:
  - a. An approximately 9,400 square feet pavilion with reception / administration areas, small sport related merchandize sales area, food service area for patrons, male and female changing rooms with associated bathroom and shower facilities, meeting room(s) for Goals employees, league officials and other parties.
  - b. Ten (10) 5-a-side synthetic-turf playing fields
  - c. One (1) 7-a-side synthetic-turf playing fields
  - d. Three to five-tier bleachers surrounding at least one of the 5-a-side fields
  - e. Vehicle drop-off area at the pavilion entrance (south side)
  - f. Twenty (20) Goals Soccer facility employee parking spaces
  - g. Perimeter green or black colored plastic-clad chain link fencing surrounding the playing fields (approximate height 15')
  - h. Related landscaping and paving
  - i. Related exterior field lighting (designed to prevent light spill into neighboring residential areas)
3. One hundred and fifty (150) parking spaces for Goals Soccer facility patrons to be shared with the existing South Gate Park. The existing South Gate Park parking lot to be re-stripped in conjunction with the City to increase its parking efficiency primarily through a reduction in drive aisle widths.

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**Exhibit "C"**  
**Estimated Construction Timeline**  
**(Based on June 1, 2009 lease signing)**

<b>Commence Initial Inspection Period</b>	<b>June 1, 2009</b>
<b>Expiration of Initial Inspection Period</b>	<b>December 1, 2009</b>
<b>Commence Construction</b>	<b>December 1, 2009</b> <b>(assuming no extension of Inspection Period)</b>
<b>Completion of Construction</b>	<b>June 1, 2010</b> <b>(assuming no Landlord Delays or Force Majeure Delays)</b>
<b>Staff Training</b>	<b>June 1 – June 30, 2010</b>
<b>Open to Public</b>	<b>July 1, 2010</b>

**Exhibit "D"**  
**Batting Cages Facility**

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1384       A.     So long as Tenant has not terminated the Lease pursuant to Section 3.1 above,  
1385 Tenant shall develop and construct the batting cages facility, being more particularly described in  
1386 Exhibit "D-1" attached hereto (the "Batting Cages Facility") on a portion of South Gate Park  
1387 designated by Landlord on Exhibit "A" which shall be adjacent to the Leased Premises on or  
1388 before the first annual anniversary of the Commencement Date of this Lease, subject to any  
1389 Landlord Delays or Force Majeure Delays. The precise location, design, and construction of the  
1390 Batting Cages Facility shall all be subject to Landlord's review and approval and to all applicable  
1391 local permitting requirements.  
1392

1393       B.     Tenant shall require its contractor and subcontractors to obtain and pay for a local  
1394 business license, if required for the development and construction of the Batting Cages Facility.  
1395 Landlord hereby grants Tenant and its contractors and subcontractors a temporary non-exclusive  
1396 license over and on South Gate Park for the purposes of storing and mobilizing construction  
1397 equipment, materials and vehicles for the construction of the Batting Cages Facility. This license  
1398 shall terminate upon completion of the Batting Cages Facility and Landlord's acceptance of  
1399 same.  
1400

1401       C.     Landlord agrees to reimburse Tenant up to the sum of Three Hundred Five  
1402 Thousand Dollars (\$305,000) for the development and construction of the Batting Cages Facility  
1403 upon satisfactory completion by Tenant and acceptance on a "turnkey" basis (subject to minor  
1404 "punch list" items as provided in paragraph D below) by Landlord thereof, together with  
1405 Tenant's delivery to Landlord of invoices, receipts, lien releases and other documentation  
1406 reasonably satisfactory to Landlord indicating that Tenant's expenses for which the Landlord is  
1407 providing reimbursement have in fact been paid. Landlord acknowledges and agrees that such  
1408 reimbursement amount may include a reasonable supervision fee not to exceed nine percent (9%)  
1409 payable to Tenant. Any extra work beyond the plans and specifications attached hereto at  
1410 Exhibit "D-1" shall be designed and paid for by Landlord. Notwithstanding the foregoing,  
1411 Tenant may submit its written request to Landlord for an advance payment against such  
1412 reimbursement amount, not to exceed fifty percent (50%) thereof, upon delivery on-site of the  
1413 equipment and materials identified in the plans and specifications attached hereto as Exhibit "D-  
1414 1". Such advance payment will be paid by Landlord to Tenant within thirty (30) days after receipt  
1415 of Tenant's written request, upon Landlord's verification that such equipment and materials have  
1416 been delivered on-site.  
1417

1418       D.     Tenant shall notify Landlord in writing at its notice address set forth above in the  
1419 Lease that the Batting Cage Facility has been substantially completed in a good and workmanlike  
1420 manner in accordance with the plans and specifications attached hereto as Exhibit "D-1" and  
1421 any extra work authorized by Landlord. Such notice must be provided to Landlord not later than  
1422 ten (10) days following the substantial completion of the Batting Cages Facility and shall be  
1423 accompanied by "as-built" drawings of the Batting Cage Facility. Landlord shall accept the  
1424 Batting Cage Facility within ten (10) days following receipt of Tenant's notice of completion of  
1425 the Batting Cages Facility if the same has been substantially completed in accordance with the  
1426 plans and specifications attached hereto as Exhibit "D-1" and any extra work authorized by

1427 Landlord, subject to any minor "punch list" items identified by Landlord in writing upon  
1428 acceptance thereof.

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1430 E Not later than ninety (90) days prior to the completion of the Batting Cages  
1431 Facility, at Landlord's election, Landlord and Tenant shall meet and negotiate in good faith over  
1432 not less than thirty (30) days for Tenant's operation and maintenance of the new Batting Cages  
1433 Facility. If, at the end of thirty (30) days, despite commercially reasonable efforts, the parties  
1434 cannot substantially agree on the terms and conditions for Tenant's operation and maintenance of  
1435 the Batting Cages Facility, Tenant may terminate such negotiations upon written notice Landlord  
1436 delivered within the 10-day period after the expiration of such 30-day period. If Tenant fails to  
1437 give written notice of termination of negotiations within such 10-day period, and thereafter  
1438 Tenant again fails to give written notice of termination of negotiations within five (5) days  
1439 following receipt of Landlord's written notice of Tenant's failure to terminate within such 10-day  
1440 period (which notice from Landlord shall specifically state that Tenant's failure to give written  
1441 notice of termination of negotiations will obligate Tenant to operate the Batting Cages Facility),  
1442 then, upon Landlord's delivery to Tenant of a written notice to proceed, Tenant shall thereafter  
1443 operate and maintain the Batting Cages Facility upon acceptance thereof by Landlord on the  
1444 terms and conditions last proposed by Landlord,

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**Exhibit "D-1"**  
**Batting Cages Facility**  
**Plans and Specifications**



# 9 STATION BATTING RANGE



PERSPECTIVE OF TYPICAL 7 STATION BATTING RANGE  
DO NOT USE THIS COVER SHEET FOR CONSTRUCTION PURPOSES

**ABE**  
6911 HUFF AVE. RE. SALEM, OR 97303  
PHONE 503-580-5714 FAX 503-580-8714

**H**  
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EIN  
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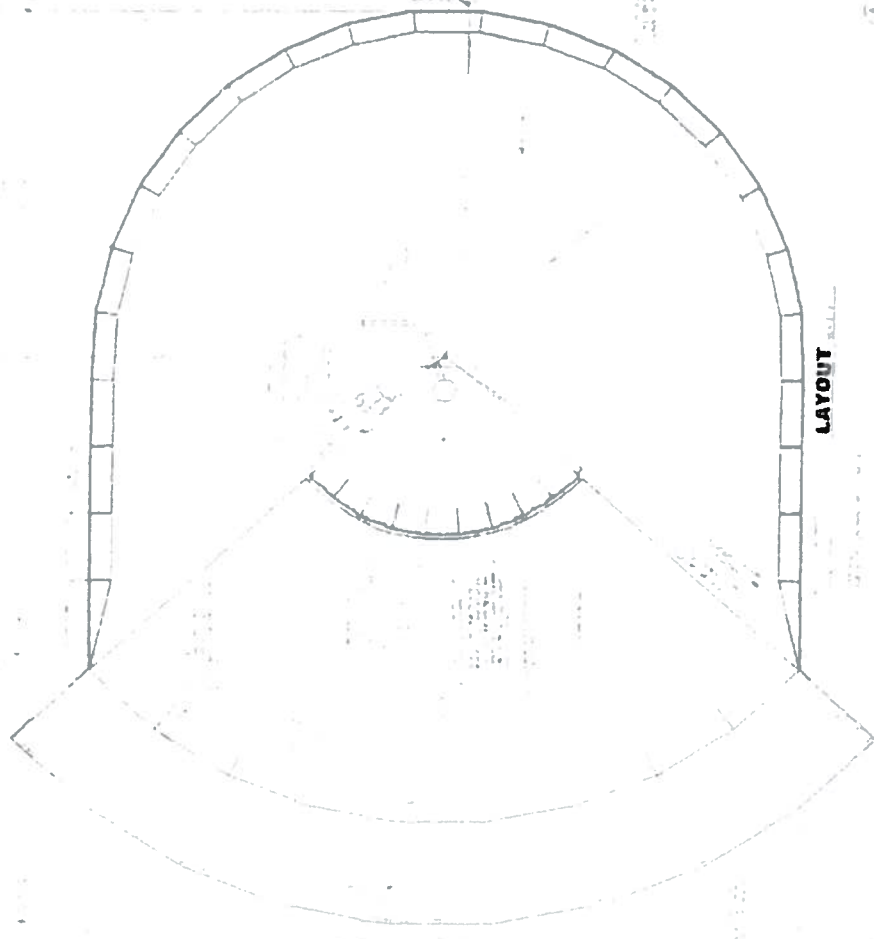
SECTION A-A



CURB AT 27'-4" RADIUS

PITCHING MACHINE and LIGHT BOX MOUNT POSTS

CURB AT FRONT OF BATTING STALL



LAYOUT

OUTFIELD PERIMETER POSTS

CONVEYOR POST

COIN BOX MOUNTS

LIGHT POSTS

DOOR JAMB POSTS

**AUTOMATED BATTING CAGES**  
 8871 HUFF AVE. NE, SALEM, OR, 97303  
 PHONE 503-390-6714 FAX 503-390-4978

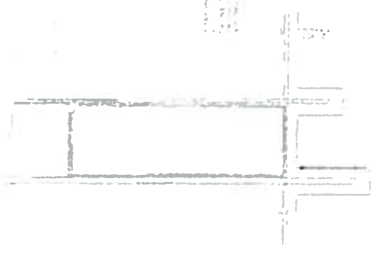
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**PIPE SCHEDULE**

NO.	DESCRIPTION	SIZE	SCHEDULE	LENGTH	WEIGHT
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**EMPLOYEE ACCESS GATE**

**MAIN MAST SPLICE**



**CONCRETE SLAB and PIPE LAYOUT**

**GENERAL NOTES**

1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL CONSTRUCTION MANUAL AND THE ACI CONCRETE MANUAL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
6. ALL WELDS SHALL BE MADE IN ACCORDANCE WITH THE AISC WELDED CONNECTIONS MANUAL.
7. ALL REINFORCING BARS SHALL BE INSTALLED IN ACCORDANCE WITH THE ACI REINFORCING BARS FOR CONCRETE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
9. ALL MATERIALS SHALL BE STORED AND HANDLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
10. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK AREA AT ALL TIMES.

**IMPORTANT!**

THIS DRAWING IS THE PROPERTY OF AECOM CONSULTANTS INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AECOM CONSULTANTS INC.

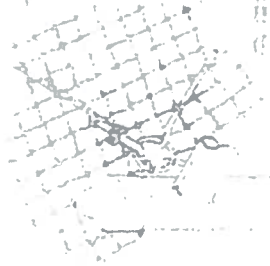
**AUTOMATED BATTING CAGES**  
 8811 NURFF AVE NE, SALEM, OR 97303  
 PHONE: 503-290-5714 FAX: 503-350-4974

NO.	DATE	DESCRIPTION
1	12/04/07	...
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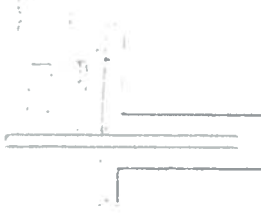
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**HOME PLATE DETAIL**



**PIPE AND NET CONNECTIONS**



**BACKSTOP NETTING ANCHOR**



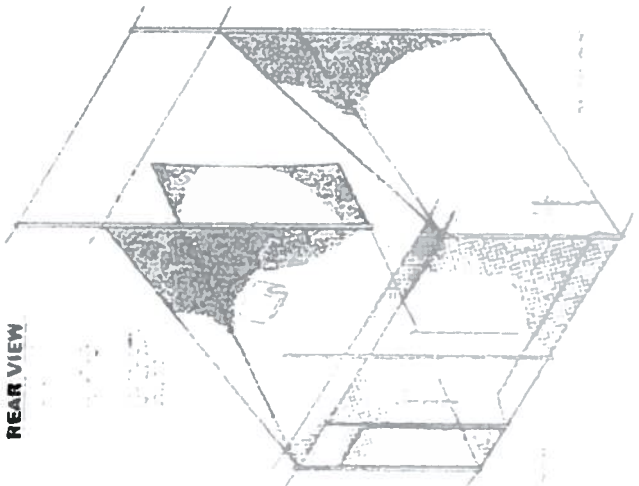
**OUTFIELD NETTING ANCHOR**



**SIDE VIEW**



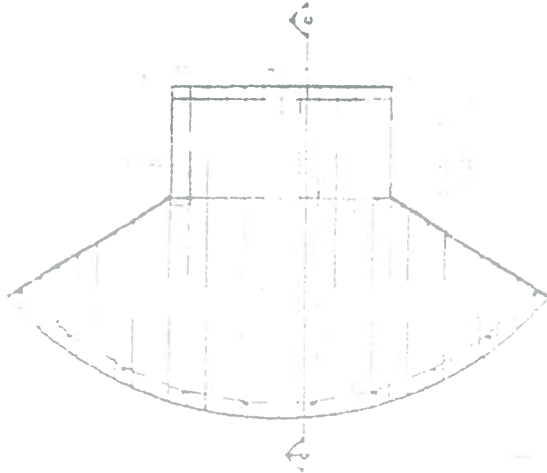
**REAR VIEW**



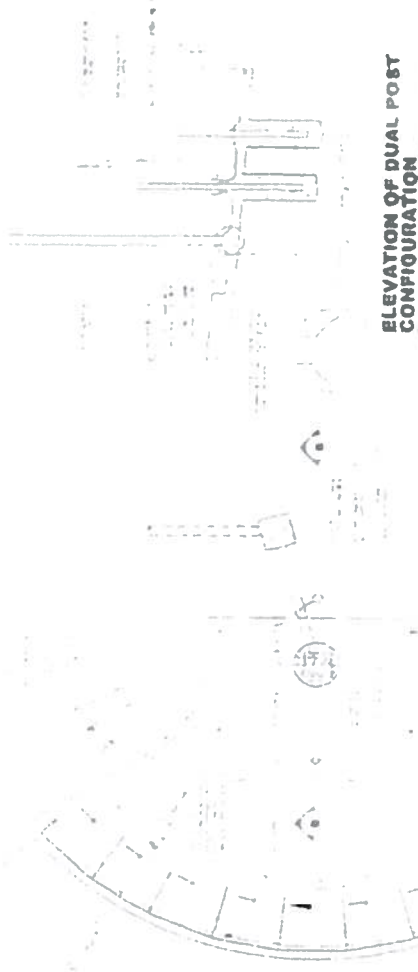
**BATTING CAGE ISOMETRIC**



**TOP VIEW**



PITCHING MACHINE ROOF PLAN



ELEVATION OF DUAL POST CONFIGURATION



MAIN MAST SECT



COLUMN-BEAM CONNECTION

LAYOUT PITCHING MACHINE AREA

PULLEY ASSEMBLY



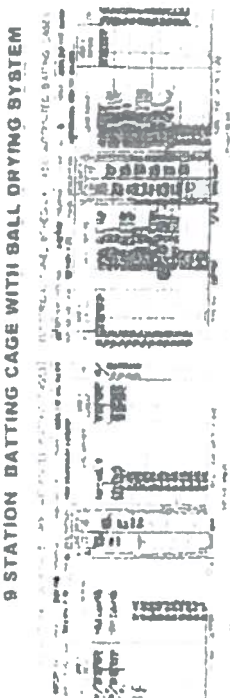
SECTION B-B



ROOF SUPPORT FOR PITCHING MACHINE COVER

SECTION C-C

**9 STATION BATTING CAGE WITH BALL DRYING SYSTEM**



**PANEL BOARD NOTES:**

**NOTES NOTED:**

**REFERENCE NOTES:**

**COIN BOX MOUNTS**

**LIGHT POST**

**PITCHING MACHINE MOUNTS**

**CONVEYOR POST**

**ELECTRICAL SUB-PANEL**

**ENLARGED DIAGRAM**

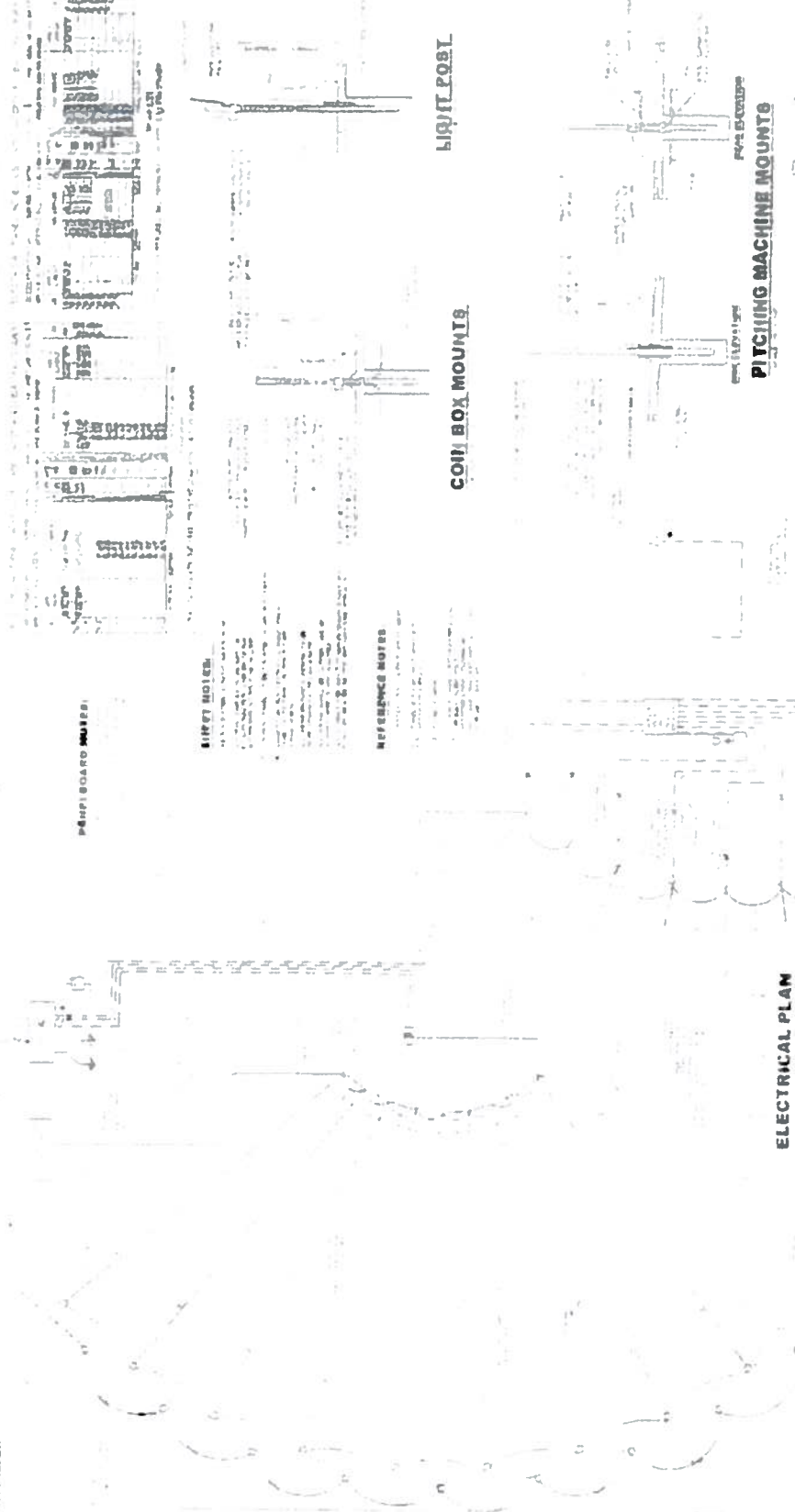
**ELECTRICAL PLAN**

**LEFT BOX**

**COIN BOX  
ELEVATION CONTROL INSTALLATION**

10/15/01 11:58 AM 11/15/01 11:58 AM 11/15/01 11:58 AM

9 STATION BATTING CAGE WITHOUT BALL DRYING SYSTEM



ELECTRICAL PLAN

PANEL BOARD MOUNTED

SHEET NOTES

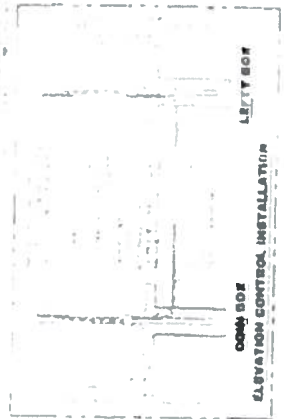
REFERENCE NOTES

COIN BOX MOUNTS

LIGHT POST

PITCHING MACHINE MOUNTS

ENLARGED DIAGRAM



COIN BOX  
LEFT BOX  
ELEVATION CONTROL INSTALLATION

ELECTRICAL SUB PANEL

CONVEYOR POST

**AUTOMATED BATTING CAGES**  
2811 HURFF AVE NE SALEM OR 97303  
PHONE: 503-380-5714 FAX: 503-380-4872

H

ED

6A 7

NOTE:

**IMPORTANT!**

**CONCRETE SLAB PERSPECTIVE**

1451 **Exhibit "E"**  
1452 **Holding Agreement**  
1453

1454 THIS HOLDING AGREEMENT (this "Agreement") is made and entered into as of  
1455 \_\_\_\_\_, 2009 by and between CITY OF SOUTH GATE, a municipal corporation ("City"),  
1456 and GOALS SOCCER CENTERS, INC., a Delaware corporation ("Goals Soccer"), on the basis  
1457 of the following recitals:

1458 **RECITALS**

1459 A. Pursuant to the terms of that certain Ground Lease by and between City and Goals  
1460 Soccer dated June 1, 2009 (the "Ground Lease"), City has leased to Goals Soccer approximately  
1461 3.32 acres of land (the "Premises") located in South Gate Park for the design and construction of  
1462 certain improvements thereon consisting of an all-weather sports center as defined in the Ground  
1463 Lease (collectively, the "Improvements").

1464 B. Pursuant to the Ground Lease, Goals Soccer has agreed to deposit with City the  
1465 sum of \$100,000 for the purpose of securing the timely and faithful design, construction and  
1466 completion of the Improvements at the Premises in accordance with the Ground Lease.

1467 THEREFORE, the parties hereto agree as follows:

1468 1. Deposited Funds. Promptly following execution of this Agreement, Goals Soccer  
1469 shall wire the sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars (the "Deposited  
1470 Funds") to a bank account designated by City upon its wire instructions, or cause to be issued a  
1471 certified check for such sum payable to City, which upon receipt thereof City shall deposit into  
1472 one or more interest bearing accounts to be held in trust pursuant to this Agreement. In no event  
1473 shall the Deposited Funds be commingled with the General Funds of City.

1474 2. Disbursement. Unless otherwise mutually agreed in writing, the Deposited  
1475 Funds, together with any interest accrued thereon, shall be disbursed by City as follows: (a) to  
1476 City for its own account upon the findings of the City Council of the City of South Gate (the  
1477 "City Council") that Goals Soccer has failed to design, construct and complete the Improvements  
1478 at the Premises in accordance with the Ground Lease and the declaration of the City Council  
1479 that, as a result of Goal Soccer's default under the Ground Lease, the Ground Lease shall be  
1480 terminated; or (b) to Goals Soccer upon receipt of Goals Soccer's written certification,  
1481 countersigned by the City Manager of the City of South Gate (the "City Manager") or its  
1482 designee, that the Improvements at the Premises have been designed and constructed in  
1483 accordance with the Ground Lease, that the Rent Commencement Date under the Ground Lease  
1484 has been established, and that there are no uncured defaults under the Ground Lease then existing  
1485 beyond any applicable notice and cure periods. Notwithstanding the foregoing, if Goals Soccer  
1486 has submitted its written certification duly countersigned by the City Manager as required herein  
1487 and City has failed to disburse the Deposited Funds, together with any interest accrued thereon,  
1488 to Goals Soccer within sixty (60) days after receipt thereof, Goals Soccer Center may set off or  
1489 deduct an amount equal to the Deposited Funds (plus accrued interest) from the Base Rent next  
1490 due under the Ground Lease (in which event City shall be entitled to a dollar-for-dollar credit for  
1491 any such set off or deduction of Base Rent against its obligations hereunder), so long as Goals



1492 Soccer has given City not less than thirty (30) days' written notice of its intention to set off or  
1493 deduct against Base Rent next due under the Ground Lease.

1494 3. No Assignment. This Agreement and the rights and duties hereunder shall be  
1495 binding upon and inure to the benefit of the parties hereto and the successors and permitted  
1496 assigns of each of the parties to this Agreement. No rights, obligations or liabilities hereunder  
1497 shall be assignable by any party without the prior written consent of the other parties.

1498 4. Amendment. This Agreement may be amended or modified only by an  
1499 instrument in writing duly executed by all the parties to this Agreement.

1500 5. Waivers. Any waiver by any party hereto of any breach of or failure to comply  
1501 with any provision of this Agreement by any other party hereto shall be in writing and shall not  
1502 be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other  
1503 breach of, or failure to comply with, any other provisions of this Agreement.

1504 6. Governing Law. This Agreement shall be governed by and construed in  
1505 accordance with the internal laws of the State of California without regard to conflict-of-law  
1506 rules thereof.

1507 7. Termination. This Agreement shall terminate at the time of the final  
1508 disbursement by City of all Deposited Funds in accordance with the provisions of this  
1509 Agreement.

1510 8. Counterparts. This Agreement may be executed in one or more counterparts, each  
1511 of which shall be deemed an original and all of which together shall constitute a single  
1512 instrument.

1513 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
1514 by their duly authorized officers as of the day and year first above written.

1515 CITY OF SOUTH GATE,  
1516 a municipal corporation

GOALS SOCCER CENTERS, INC.,  
a Delaware corporation

1517  
1518 By: \_\_\_\_\_  
1519 Gil Hurtado, Mayor

1517  
1518 By: \_\_\_\_\_  
1519 Les Allan  
1520 President

1521  
1522 Attest:

1523  
1524 \_\_\_\_\_  
1525 Carmen Avalos, City Clerk

1526  
1527 Approved as to Form:

1528  
1529 \_\_\_\_\_  
1530 Raul F. Salinas, City Attorney

1531

**MEMORANDUM OF COMMENCEMENT DATE**

**LANDLORD:** CITY OF SOUTH GATE, a municipal corporation of the State of California.

**TENANT:** GOALS SOCCER CENTERS, INC., a Delaware corporation.

**LEASE DATE:** June 1, 2009.

**PREMISES:** The certain land and improvements of South Gate Park containing approximately 3.32 acres in approximately the location designated as the "Tweedy School Site Parcel" and being more particularly described in Exhibits A and A-1 attached to the Lease.

**COMMENCEMENT DATE:** The Commencement Date of the Lease between Landlord and Tenant for the Premises is hereby established as Dec 17, 2009.

**EXPIRATION DATE:** The Initial Term of the Lease will expire on Dec. 17, 2034, subject to two additional renewal terms, the first for five (5) years and the second for four (4) years and nine (9) months.

**LANDLORD**

**TENANT**

**CITY OF SOUTH GATE,**  
a municipal corporation of the  
State of California

**GOALS SOCCER CENTERS, INC.,**  
a Delaware corporation

By: Henry C. Gonzalez  
Henry C. Gonzalez, Mayor

By: Les Allan  
Les Allan  
President

Attest:

Carmen Avalos  
CARMEN AVALOS, City Clerk

Approved as to Form:

Raul F. Salinas  
RAUL F. SALINAS, City Attorney

Recording Requested by and  
When recorded mail to:

DLA Piper LLP (US)  
550 S. Hope Street, Suite 2300  
Los Angeles, California 90071  
Attention: John Duffy, Esq.

(Space above this line is for recorder's use only)

## MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is executed as of January 6, 2010, by and between CITY OF SOUTH GATE, a municipal corporation in the State of California ("Landlord"), and GOALS SOCCER CENTERS, INC., a Delaware corporation ("Tenant"), who agree as follows:

1. Term and Premises. Pursuant to that certain Ground Lease dated as of June 1, 2009, by and between Landlord and Tenant (the "Ground Lease"), Landlord is leasing to Tenant and Tenant is leasing from Landlord that certain parcel of land more particularly described on Exhibit A attached hereto (the "Premises"). The Ground Lease is for an initial term of twenty-five (25) years, commencing on Commencement Date (which the parties have agreed is December 17, 2009, pursuant to that certain Memorandum of Commencement Date), subject to Tenant's right to extend the term of the Lease for two additional renewal terms, the first for five (5) years and the second for four (4) years and nine (9) months, each as more particularly set forth in the Ground Lease. The terms and provisions of the Ground Lease are incorporated into this Memorandum by this reference.

2. Purpose of Memorandum of Ground Lease. This Memorandum is being executed and delivered for the purposes of recording only, and it in no way modifies the provisions of the Ground Lease. In the event of a conflict between this Memorandum and the provisions of the Ground Lease, the provisions of the Ground Lease shall control.

3. Execution in Counterparts. This Memorandum may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE  
MEMORANDUM OF GROUND LEASE  
BETWEEN THE CITY OF SOUTH GATE  
AND GOALS SOCCER CENTERS, INC.**

IN WITNESS WHEREOF, the Parties have executed this Lease as the date first above written.

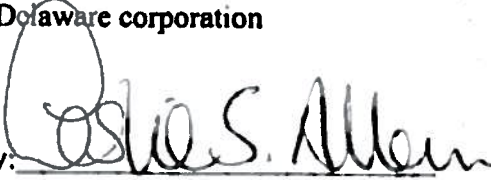
**"Landlord"**

**CITY OF SOUTH GATE,**  
a municipal corporation in the State of  
California

By:   
**HENRY C. GONZALEZ, Mayor**

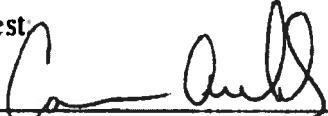
**"Tenant"**

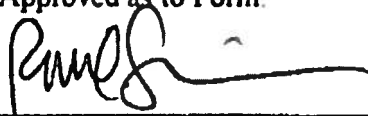
**GOALS SOCCER CENTERS, INC.,**  
a Delaware corporation

By:   
**LESLIE S. ALLAN, President**

Dated: 1-6-10

Dated: 1-13-10

Attest:   
**CARMEN AVALOS, City Clerk**

Approved as to Form:  
  
**RAUL F. SALINAS, City Attorney**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On January 16, 2010 before me Veronica S. Galvez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Henry Campos Gonzalez  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

) ss  
)

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

) ss  
)

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

**EXHIBIT A**

EXHIBIT "A"

LEGAL DESCRIPTION  
A PORTION OF SOUTH GATE PARK

THOSE PORTIONS OF LOTS 7 AND 8 OF TRACT NO. 1471, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS

COMMENCING AT A 1" IRON PIPE ON THE CENTERLINE OF SOUTHERN AVENUE, SAID PIPE BEING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS " N 44°42'44" W 4.18' " ON THE MAP OF TRACT NO. 51652, RECORDED IN BOOK 1262, PAGES 37 AND 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY:

THENCE SOUTH 23°52'48" WEST, 131.49 FEET TO THE TRUE POINT OF BEGINNING

THENCE SOUTH 08°16'34" WEST, 178.27 FEET;  
THENCE NORTH 81°43'26" WEST, 55.68 FEET;  
THENCE SOUTH 08°16'34" WEST, 156.86 FEET;  
THENCE NORTH 82°43'46" WEST, 223.09 FEET;  
THENCE NORTH 07°16'14" EAST, 105.50 FEET;  
THENCE NORTH 82°43'46" WEST, 51.00 FEET;  
THENCE NORTH 07°16'14" EAST, 120.00 FEET;  
THENCE NORTH 82°43'46" WEST, 59.00 FEET;  
THENCE NORTH 07°16'14" EAST, 226.85 FEET;  
THENCE SOUTH 82°43'46" EAST, 300.42 FEET;  
THENCE SOUTH 07°16'14" WEST, 138.25 FEET;  
THENCE SOUTH 82°43'46" EAST, 123.87 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.32 ACRES, MORE OR LESS

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

PREPARED UNDER MY SUPERVISION.

David O. Knell 4-29-09  
DAVID O. KNEEL, PLS 5561 DATE



**Attachment E**

**MANAGEMENT AGREEMENT**

**THIS MANAGEMENT AGREEMENT ("Management Agreement") is made as of May 25, 2010, by and between the GOALS SOCCER CENTERS (CALIFORNIA) LLC, a California limited liability company ("Manager") and the CITY OF SOUTH GATE, a municipal corporation ("City").**

**WITNESSETH:**

**WHEREAS, on March 24, 2009, at a meeting duly called and held, the City Council of the City of South Gate ("City Council") conditionally approved a Ground Lease (the "Ground Lease") with Goals Soccer Centers, Inc., a Delaware corporation ("Tenant"), an affiliate of Manager, for the construction of an "all-weather sports center" to consist of multiple synthetic-turf playing fields principally designed and equipped to be used for the playing of five-a-side and seven-a-side soccer and a hospitality, administration and changing rooms pavilion and to be located on approximately 3.5 acres of land at the northeast corner of South Gate Park (the "Leased Premises");**

**WHEREAS, one of the City Council's conditions of approval of the Ground Lease required the development and construction of new batting cages, being more particularly described in the plans and specifications attached as Exhibit "D-1" to the Ground Lease to be located adjacent to the Leased Premises (the "Batting Cages Facility");**

**WHEREAS, City and Tenant executed the Ground Lease as of June 1, 2009; and**

**WHEREAS, in accordance with the Ground Lease, Tenant has agreed, upon completion and City's acceptance of the Batting Cages Facility, to have Manager manage and operate the Batting Cages Facility in accordance with this Management Agreement.**

**NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:**

**1. City hereby retains, engages and appoints Manager as an independent contractor to be City's manager to perform the management services during the Term (as defined below), as more fully described herein, and Manager hereby accepts said appointment upon and subject to the terms hereof.**

**A. Nothing in this Management Agreement shall constitute or be construed to be or create a partnership or joint venture between City and Manager.**

**B. Manager agrees and acknowledges that neither Manager nor Manager's employees shall be considered officers, employees or agents of City, and that none are entitled to benefits of any kind or nature normally provided employees of City and/or to which City's employees are normally entitled, including, but not limited to, state unemployment compensation or workers' compensation. Manager assumes the full responsibility for the acts and/or omissions of Manager's employees, subcontractors, consultants or agents as they relate to the management services to be provided under this Management Agreement. Manager warrants that all of**



38 Manager's employees shall be cleared for criminal background checks and that none of its  
39 employees working at the Batting Cages Facility or otherwise interacting with the public shall  
40 have been convicted of any felony or convicted of any offense involving a minor. Manager shall  
41 assume full responsibility for payment of all federal, state and local taxes or contributions,  
42 including unemployment insurance, social security and income taxes for Manager's employees.

43 C. Manager shall not discriminate against any employee who is employed in  
44 the management services covered by this Management Agreement, or against any applicant for  
45 such employment, because of race, color, religion, sex, sexual orientation, age, national origin,  
46 ancestry, marital status, family care leave or leave for an employee's own serious health  
47 condition, medical condition (cancer or genetic characteristics), or physical disability (including  
48 AIDS) or mental handicap unrelated in nature and extent so as to reasonably preclude the  
49 performance of such management services, nor shall Manager discriminate in its operation of the  
50 Batting Cages Facility or otherwise in its performance of the services for the public hereunder.

51 2. The initial term of this Management Agreement ("Initial Term") shall commence  
52 upon the date when the Batting Cage Facility is accepted by the City in accordance with Ground  
53 Lease (the "Commencement Date"). As soon as the Commencement Date has been determined,  
54 City and Manager shall execute a letter agreement or similar document specifying the exact  
55 Commencement Date. The Initial Term of this Lease shall, subject to Section 2.A below,  
56 terminate on the last day of the eighty-fourth (84th) full calendar month after the  
57 Commencement Date, unless sooner terminated by either party pursuant to the provisions of this  
58 Management Agreement. If the Term is extended pursuant to Section 2.A below, then any  
59 reference herein to "Term" shall include the Initial Term and each and every renewal term.

60 A. City and Manager may agree to renew this Management Agreement for  
61 additional two (2) year renewal terms, if Manager gives written notice of intent to renew to the  
62 City at least one hundred eighty (180) days prior to the end of the then current term. Each  
63 renewal term shall be subject to the same terms and conditions as the Initial Term, except that the  
64 Fee (as defined below) shall be determined as provided in Section 6 below). If Manager fails to  
65 give notice of intent to renew within the foregoing required notice period, Manager's right to  
66 exercise such renewal option shall be deemed null and void.

67 B. Notwithstanding any provision of this Management Agreement to the  
68 contrary, either City or Manager, for any reason on or after the forty-eighth (48<sup>th</sup>) full month  
69 following the Commencement Date, may terminate this Management Agreement upon giving not  
70 less than ninety (90) days written notice of termination to the other, whereupon all the rights and  
71 duties of the parties hereunder shall be null and void except for those that expressly survive the  
72 termination of this Management Agreement.

73 C. Upon the expiration or prior termination of the Term of this Management  
74 Agreement, Manager shall vacate and surrender the Batting Cages Facility in good working  
75 order and condition, normal and reasonable wear and tear excepted, and any and all sums owed  
76 by either party to the other shall be paid within sixty (60) days of the effective date of such  
77 termination.

78           3.     City hereby delegates to Manager the discretion and authority to determine the  
79 operating policies and procedures, standards of operation, house rules, standards of service and  
80 maintenance, pricing, and other policies, rules, and regulations (collectively, the "Operating  
81 Rules and Pricing") affecting the Batting Cages Facility or the operation thereof, to implement  
82 all of same, and to perform any act deemed by Manager to be necessary or desirable for the  
83 operation and maintenance of the Batting Cages Facility, so long as Manager is providing high  
84 quality and affordable services for the public on a competitive basis with similar private  
85 facilities. Not later than ninety (90) days prior to the Commencement Date, Manager shall  
86 furnish City with a copy of the Operating Rules and Pricing affecting the Batting Cages Facility  
87 and thereafter City shall have thirty (30) days to approve or disapprove the Operating Rules and  
88 Pricing upon written notice to Manager. If City fails to approve or disapprove the Operating  
89 Rules within such 30-day period, the Operating Rules and Pricing shall be deemed approved by  
90 City. Once approved or deemed to be approved by City, Manager shall notify City of any  
91 proposed material changes to the Operating Rules and Pricing and City shall thirty (30) days to  
92 approve or disapprove such proposed material changes. If City fails to approve or disapprove the  
93 proposed material changes to the Operating Rules and Pricing within such 30-day period, the  
94 proposed material changes shall be deemed approved by City.

95           A.     Manager shall maintain true and accurate books, records, papers, or other  
96 documents relevant to the performance of its management services under this Management  
97 Agreement. Upon written request delivered to Manager, City staff or its attorneys, consultants,  
98 or agents shall have the right to inspect, audit, copy, or abstract, any and all such books, records,  
99 papers, or other documents at City's offices or such other location as City may reasonably  
100 designate. Manager shall use generally acceptable accounting principles in the maintenance of  
101 such books, records, papers, or other documents and shall retain such books, records, papers, or  
102 other documents for three (3) years following termination of this Management Agreement. City  
103 staff or its attorneys, consultants, or agents shall have the right to inspect the physical operation  
104 of the Batting Cages Facility at any time upon reasonable notice during normal business hours.

105           B.     Manager shall make available, free of charge, each day that the Batting  
106 Cage Facility is open for business use of two (2) batting cage stations for one (1) hour each for  
107 the public at such times (collectively, "Free Use Periods") as reasonably determined by the  
108 mutual agreement of City and Manager. The City shall be responsible for establishing the  
109 procedures necessary to provide for the use of the Free Use Periods by the public.

110           4.     Manager shall be responsible for all permits and approvals, whether governmental  
111 or otherwise, required for the operation and maintenance of the Batting Cages Facility (the  
112 "Permits"). If, in Manager's reasonable judgment, it is necessary for City to join in any  
113 application for any of the Permits, City agrees to do so, but at no expense to City and without  
114 assuming any liability with respect thereto. Manager and all its contractors and subcontractors  
115 shall perform their management activities under the Management Agreement in accordance with  
116 all applicable statutes, ordinances and regulations.

117           5.     During the Initial Term of this Management Agreement, Manager shall pay to  
118 City an annual concession fee ("Fee") as follows: Months 1-36 - One and 00/100 Dollar (\$1.00);  
119 Months 37-84 - Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The Fee payable for  
120 months 37 through 84 shall be paid in equal quarterly installments, in advance on or before the

121 first day of each calendar quarter (i.e., January 1, April 1, July 1 and September 1), in lawful  
122 money of the United States, to City at the address specified in Paragraph 9 or, at City's option, at  
123 such other place as City may from time to time designate in writing. If the Commencement Date  
124 falls on a day of the month other than the first day of such calendar quarter or if any payment of  
125 the Fee is for a period shorter than one calendar quarter, the Fee for any fractional month shall  
126 accrue on a daily basis for the period from the date such payment is due to the end of such  
127 calendar quarter or to the end of the Term at a rate per day which is equal to 1/360 of the  
128 applicable annual Fee. All other payments or adjustments required to be made under the terms  
129 of this Management Agreement that require proration on a time basis shall be prorated on the  
130 same basis.

131 6. If Manager gives written notice of its intent to renew as set forth in Section 2.A  
132 above, City and Manager shall meet and discuss in good faith, over not less than ninety (90) days  
133 following such notice, whether the Fee and such other economic terms of this Management  
134 Agreement should be adjusted effective as of the commencement date of any renewal term. If, at  
135 the end of the 90-day negotiating period, City and Manager are unable, despite their respective  
136 good faith efforts, to agree on any adjustment to the Fee and such other economic terms of this  
137 Management Agreement as of the commencement date of any renewal term, then this  
138 Management Agreement shall not be renewed, whereupon all the rights and duties of the parties  
139 hereunder shall be null and void as of the expiration of the Term except for those that expressly  
140 survive the termination of this Management Agreement.

141 7. Manager agrees and acknowledges that any costs and expenses related to the  
142 management services provided by Manager hereunder shall be at Manager's sole cost and  
143 expense, except for those costs and expenses as may be pre-approved in writing by City which  
144 City will reimburse Manager within thirty (30) days following receipt of Manager's invoice  
145 therefor accompanied by such documentation as may be reasonably requested by City. In no  
146 event shall Manager be obligated to pay any real estate taxes with respect to the Batting Cages  
147 Facility, except that Manager shall be obligated to pay taxes assessed by any local taxing  
148 authority against any possessory interest in the Batting Cages Facility.

149 8. City shall be required, at all times during the Term of this Management  
150 Agreement, to provide and maintain, at its sole cost and expense, (i) reasonable access for the  
151 public to the Batting Cages Facility, (ii) not less than ten (10) parking spaces adjacent to the  
152 Batting Cages Facility which will be marked with the words "Parking Reserved For Batting  
153 Cages Only" or similar words and (iii) any utility service required for the operation of the  
154 Batting Cages Facility (it being agreed and understood that Manager shall be required to pay the  
155 cost of the utilities actually used in the operation of the Batting Cages Facility but not for any  
156 installation, connection or disconnection charges).

157 9. The respective representatives of City and Manager who are primarily responsible  
158 for the administration of this Management Agreement, and to whom formal notices, demands  
159 and communications shall be given in accordance with the provisions of Paragraph 21 below, are  
160 as follows:

The principal representative of City shall be:

Paul Adams  
Director of Parks & Recreation  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
Fax (323) 564-8732

The principal representative of Manager shall be:

Les Allan  
President  
c/o Goals Soccer Centers, Inc.  
70 S. Lake Avenue, Suite 1013  
Pasadena, CA 91101  
Fax (626) 463-7073

161 10. Manager shall have no right to make any material alterations to the Batting Cages  
162 Facility except if required on the part of Manager to satisfy the operation and maintenance  
163 obligations under this Management Agreement. Manager shall not undertake any alteration of  
164 the Batting Cages Facility without the prior written consent of City, which consent shall not be  
165 unreasonably withheld, conditioned or delayed.

166 11. During the Initial Term, City covenants that it will not enter into any agreement of  
167 any kind with a third party for the operation of a City-owned batting cages facility in the City of  
168 South Gate. Manager agrees and acknowledges that the provisions of this Paragraph 11 shall not  
169 apply to any permits or other approvals issued by the City in its regulatory capacity to any third  
170 party-owned and operated batting cages facility.

171 12. Manager shall indemnify, protect, hold harmless and defend (with counsel  
172 selected by City) City and City's City Council members, officers and employees from any and  
173 all loss, cost, damage, expense and liability (including without limitation court costs and  
174 reasonable attorneys' fees) incurred in connection with or arising from Manager's use,  
175 occupancy and operation of the Batting Cages Facility or any other act or omission of Manager  
176 under this Management Agreement, provided that the terms of the foregoing indemnity shall not  
177 apply to the negligence or willful misconduct of City. The provisions of this Paragraph 12 shall  
178 survive the expiration or sooner termination of this Management Agreement with respect to any  
179 claims or liability arising in connection with any event occurring prior to such expiration or  
180 termination.

181 City shall indemnify, defend, protect, and hold harmless Manager and Manager's  
182 members, officers and employees from any and all loss, cost, damage, expense and liability  
183 (including without limitation court costs and reasonable attorneys' fees) incurred in connection  
184 with or arising from City's use, occupancy and operation of those portions of South Gate Park  
185 (other than the Batting Cages Facility) that are required for the operation of Manager's business  
186 at the Batting Cages Facility, or any other act or omission of City under this Management

187 Agreement, provided that the terms of the foregoing indemnity shall not apply to the negligence  
188 or willful misconduct of Manager. The provisions of this Paragraph 12 shall survive the  
189 expiration or sooner termination of this Management Agreement with respect to any claims or  
190 liability arising in connection with any event occurring prior to such expiration or termination.

191 13. During the Term Manager shall carry commercial general liability insurance in  
192 the name of Manager, naming City as an additional insured, insuring against any liability for  
193 injury to or the death of persons or damage to property resulting from any occurrence in any way  
194 connected with Manager's operation and maintenance of the Batting Cages Facility. The  
195 amounts of such insurance shall be as follows: (a) One Million Dollars (\$1,000,000) per  
196 occurrence, Three Million Dollars (\$3,000,000) annual aggregate, for any one person killed or  
197 injured; (b) One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars  
198 (\$3,000,000) annual aggregate, for any one accident; (c) One Million Dollars (\$1,000,000) per  
199 occurrence for damage to property; and (d) Five Million Dollars (\$5,000,000) per occurrence in  
200 Umbrella Liability insurance in excess of the foregoing commercial general liability insurance.  
201 During the Term, Tenant shall also provide Child Molestation Liability Insurance under  
202 Endorsement Form No. L284 or its equivalent, in amounts of not less than One Million Dollars  
203 (\$1,000,000) per occurrence, covering Tenant operation and maintenance of the Batting Cages  
204 Facility. The amounts of liability insurance coverage required under this Paragraph 13 shall be  
205 adjusted periodically by the Parties to equal then-applicable commercially reasonable amounts in  
206 light of the Manager's operation and maintenance of the Batting Cages Facility. The liability  
207 insurance policies required hereunder shall be placed with an insurer or insurers qualified to do  
208 business in the State of California and acceptable to City. Any liability insurance procured by  
209 Manager shall insure against any and all claims as to which Manager has agreed to indemnify,  
210 hold harmless and defend City pursuant to Paragraph 12 above and shall be primary. In addition,  
211 Manager agrees that such insurance shall be not canceled or materially changed except upon not  
212 less than thirty (30) days' prior written notice to City of such cancelation or material change.

213 During the Term, City shall carry commercial general liability insurance in the  
214 name of City insuring against any liability for injury to or the death of persons or damage to  
215 property resulting from any occurrence in any way connected with South Gate Park. During the  
216 Term, the amounts of such insurance shall be as follows: (a) One Million Dollars (\$1,000,000)  
217 per occurrence, Three Million Dollars (\$3,000,000) annual aggregate, for any one person killed  
218 or injured; (b) One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars  
219 (\$3,000,000) annual aggregate, for any one accident; and (c) One Million Dollars (\$1,000,000)  
220 per occurrence for damage to property, subject to such self-insured retention or deductible as  
221 City may in its sole discretion determine.

222 Notwithstanding any other provision of this Management Agreement, City shall  
223 have the option to maintain self insurance and/or provide or maintain any insurance required by  
224 this Management Agreement under blanket insurance policies maintained by City, or provide or  
225 maintain insurance through such alternative risk management programs as City may provide or  
226 participate in from time to time (such types of insurance programs being herein collectively and  
227 severally referred to as "self insurance"), provided the same does not thereby decrease the  
228 insurance coverage or limits set forth in this Management Agreement. Any self insurance shall  
229 be deemed to contain all of the terms and conditions applicable to such insurance, including,  
230 without limitation, a full waiver of subrogation, as required in this Management Agreement. If

231 City elects to self-insure, then, with respect to any claims which may result from incidents  
232 occurring during the Term, such self insurance obligation shall survive the expiration or earlier  
233 termination of this Management Agreement to the same extent as the required insurance would  
234 survive.

235 City and Manager each hereby waive any and all rights of recovery against the  
236 other or against the directors, officers, employees, agents and representatives of the other, on  
237 account of loss or damage of such waiving party on, to or of its property, or the property of  
238 others under its control, or any loss of business or profits to the extent that such loss or damage is  
239 insured against (or would have been insured against) under any fire and extended coverage  
240 insurance policy which either party may have in force (or is required to have in force) at the time  
241 of such loss or damage. City and Manager shall, upon obtaining the policies of insurance  
242 required under this Management Agreement, give notice to its insurance carrier(s) that the  
243 foregoing mutual waiver of subrogation is contained in this Management Agreement and shall  
244 cause each such insurance policy to provide that the insurance company waives all right of  
245 recovery by way of subrogation against City or Manager and City's or Manager's directors,  
246 officers, employees, contractors, agents and representatives as the case may be in connection  
247 with any such loss or damage.

248 14. The occurrence of any one or more of the following events which is not cured in  
249 any applicable grace period shall constitute a default under this Management Agreement  
250 (hereinafter referred to as an "Event of Default"):

251 A. Either party's failure to pay any sums payable under this Management  
252 Agreement when and as the same shall become due and payable and such failure shall continue  
253 for a period of ten (10) business days after written notice (specifying the item not paid) thereof  
254 from the other party to the defaulting party.

255 B. Either party's failure to comply with any of the covenants, agreements,  
256 terms, or conditions contained in this Management Agreement and such failure shall continue for  
257 a period of thirty (30) days after written notice thereof from the other party to the defaulting  
258 party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event  
259 any failure cannot with due diligence be cured within such thirty (30) day period, if the  
260 defaulting party proceeds promptly and diligently to cure the same and thereafter diligently  
261 prosecutes the curing of such failure, the time within which the failure may be cured shall be  
262 extended for such period as may be necessary for the defaulting party to cure the failure.

263 C. The making by Manager of any general assignment or general  
264 arrangement for the benefit of creditors, the filing by or against Manager of a petition to have  
265 Manager adjudged bankrupt or a petition reorganization or arrangement under any law relating to  
266 bankruptcy (unless, in the case of a petition filed against Manager, the same is dismissed within  
267 sixty (60) days of filing), or the appointment of a trustee or receiver to take possession of  
268 substantially all of Manager's assets located at the Batting Cages Facility or of Manager's  
269 interest in this Management Agreement, where such seizure is not discharged in thirty (30) days  
270 after appointment of said trustee or receiver, or the filing of a petition for the appointment of the  
271 same, whichever shall first occur.

272 15. Upon the occurrence of an Event of Default under this Management Agreement,  
273 the non-defaulting party may terminate this Management Agreement upon written notice of  
274 termination to the defaulting party.

275 16. Disputes regarding the interpretation or application of any provisions of this  
276 Management Agreement shall, to the extent reasonably feasible, be resolved through good faith  
277 negotiations between the parties. If any action at law or in equity is brought to enforce or  
278 interpret any provisions of this Management Agreement, the prevailing party in such action shall  
279 be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to such  
280 other relief as may be sought and awarded.

281 17. City may assign its rights and obligations under this Management Agreement to  
282 any third party upon written notice to Manager. Manager shall not, unless agreed to in writing  
283 by City, assign this Management Agreement or any of its rights or obligations hereunder.

284 18. Nothing contained in this Management Agreement shall be deemed to establish  
285 any rights of third parties against the parties hereto; it being the intent that the rights and  
286 obligations set forth herein are those of the parties hereto alone, with no third party beneficiary  
287 rights intended.

288 19. This Management Agreement is governed by the laws of the State of California.  
289 Any action relating to this Management Agreement, whether in law or in equity, must be filed in  
290 the Superior Court of California, County of Los Angeles, Southeast Judicial District.

291 20. All written notices required to be given pursuant to the terms hereof shall be  
292 either (a) personally delivered, (b) deposited in the United States express mail or first class mail,  
293 registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight  
294 courier service, or (d) delivered by facsimile, provided that the original of such facsimile notice  
295 is sent by certified U.S. mail, postage prepaid, no later than one business day following such  
296 facsimile transmission. All such notices shall be deemed delivered upon actual receipt (or upon  
297 the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if  
298 the intended recipient refuses to accept delivery). All such notices shall be delivered to the  
299 addresses set forth in Paragraph 9 above, or to such other address as the receiving Party may  
300 from time to time specify by written notice to the other Party:

301 21. Except as otherwise expressly set forth in this Management Agreement any  
302 consent or approval required of City or of Manager shall not be unreasonably withheld,  
303 conditioned or delayed.

304 22. This Management Agreement may be executed in one or more counterparts, each  
305 of which shall be deemed an original but all of which shall constitute one and the same  
306 instrument. In addition, this Management Agreement may contain more than one counterpart of  
307 the signature page and may be executed by the affixing of the signatures of each of the Parties to  
308 any one of such counterpart signature pages; all of such counterpart signature pages shall read as  
309 though one and they shall have the same force and effect as though all of the signers had signed a  
310 single signature page.

311 23. If any one or more of the provisions contained in this Management Agreement  
312 shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,  
313 illegality or unenforceability shall not affect any other provision hereof, and this Management  
314 Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had  
315 never been contained herein.

316 24. Any waiver, consent or approval by either Party of any breach, default or event of  
317 default of any provision, condition or covenant of this Management Agreement must be in  
318 writing and shall be effective only to the extent set forth in writing. No waiver of any breach,  
319 default or event of default shall be deemed a waiver of any later breach, default or event of  
320 default of the same or any other provision of this Management Agreement. Any failure or delay  
321 on the part of either Party in exercising any power, right or privilege under this Management  
322 Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any  
323 such power, right or privilege preclude any further exercise thereof.

324 25. Manager may cease operating at the Batting Cages Facility for purposes of  
325 remodeling, casualty or condemnation, or other causes beyond Manager's control if Manager  
326 continues to pay the Fee and continues to abide by the other terms of this Management  
327 Agreement. If Manager at any time discontinues the operation of its business at the Batting  
328 Cages Facility for reasons other than remodeling, casualty or condemnation, or other causes  
329 beyond Manager's control ("Ceases Operating"), City may, at its option, terminate this  
330 Management Agreement upon delivery of thirty (30) days' prior written notice thereof (the "Go  
331 Dark Termination Notice") to Manager, provided that such Go Dark Termination Notice shall  
332 be ineffective if, at any time prior to the expiration of the 30-day period after Manager's receipt  
333 of such Go Dark Termination Notice, Manager re-opens for business in the Batting Cages  
334 Facility. If City exercises its recapture right, and Manager fails to re-open for business prior to  
335 the expiration of such 30-day period (the date of such failure being the "Go Dark Termination  
336 Date"), this Management Agreement shall terminate and the parties shall be relieved from any  
337 and all liability hereunder except as to outstanding obligations accrued and existing hereunder as  
338 of the Go Dark Termination Date. If City does not exercise its termination right, all other  
339 obligations of this Management Agreement (including payment of the Fee) shall continue in full  
340 force and effect. If Manager re-opens and subsequently Ceases Operating at a later date, then  
341 this Management Agreement shall terminate automatically as of the date Manager ceased  
342 operating at the Batting Cages Facility, whereupon all the rights and duties of the parties  
343 hereunder shall be null and void except for those that expressly survive the termination of this  
344 Management Agreement.

345 [SIGNATURES ON NEXT PAGE]

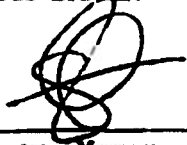
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347  
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IN WITNESS THEREOF, the parties hereto have accepted, made, and executed this Management Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

**CITY OF SOUTH GATE:**



\_\_\_\_\_  
Gregory Martinez, Mayor

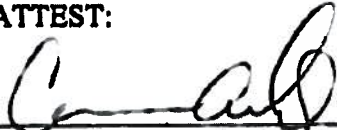
**GOALS SOCCER CENTERS  
(CALIFORNIA) LLC:**

By:  
Its:



\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**



\_\_\_\_\_  
Carmen Avalos, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Raul F. Salinas, City Attorney

350

RECEIVED

NOV 5 2020

# City of South Gate

# Item No. 7

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

11:30am

## AGENDA BILL

For the Regular Meeting of: November 10, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-54-CC WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC., TO PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CHAKEMCO STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 593-ST**

**PURPOSE:** Engineering Resources of Southern California, Inc., (ERSC, Inc.) is providing construction management and inspection services for the Chakemco Street Improvement Project (Project). Amendment No. 1 provides additional construction management and inspection services necessary to resolve several field issues that arose during construction that required design and field changes.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 1 to Contract No. 2020-54-CC with Engineering Resources of Southern California, Inc., for additional construction management and inspection services necessary to resolve field and design issues that arose during construction of the Chakemco Street Improvement Project, City Project No. 593-ST, in an amount not-to-exceed \$6,825; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Amendment No. 1 is in the amount of \$6,825 and it is proposed to be funded with Los Angeles Unified School District (LAUSD). The Project is budgeted in the amount of \$1,650,000, in Account No. 311-790-31-9572, as summarized in the next page. It is funded with \$1,175,000 of LAUSD funds, \$75,000 in Gas Tax Funds (City matching funds) and \$400,000 in Water Funds.

**ANALYSIS:** The construction of the Project is underway. During construction, several issues arose that required field and design changes. This required ERSC to provide construction management and inspection services to resolve construction issues, above and beyond the original scope of work of the contract. This included what ERSC considered to be a receipt of an excessive number of RFI's (Requests for Information), change orders, contractor field questions, constructability reviews and design changes, as compared to the original scope of services. Staff agrees that additional compensation is warranted, thus, Amendment No. 1 is needed to fund the services.

**BACKGROUND:** The Project is programmed in the Capital Improvement Program to reconstruct Chakemco Street, from Atlantic Avenue to Legacy Lane. It includes the reconstruction of deteriorated street pavement, and the construction of sidewalk, curb, gutter and drive approaches. It also includes ADA-compliant wheelchair ramps, pedestrian lighting, landscaping, irrigation and striping.

On July 14, 2020, the City Council approved Contract No. 2020-54-CC with ERSC, Inc., for professional services related to construction management and construction support services for the Project. The scope of work included construction administration, construction inspection, labor compliance, materials testing services, utility coordination and compliance with federal regulations. The contract amount of \$55,372 was for the Project start-up and close-out. Construction began on August 24, 2020 and is scheduled for completion in December 2020.

The Project and Amendment No. 1 are budgeted as summarized below:

<b>Budget Summary</b>				
<b>Project Description</b>	<b>Chakemco Street Improvement Project, City Project No. 593-ST</b>			<b>Total</b>
<b>CIP Account No.</b>	<b>311-790-31-9572</b>			
<b>Funding Sources</b>	<b>LAUSD</b>	<b>Gas Tax</b>	<b>Water Funds</b>	
	<b>\$1,175,000</b>	<b>\$75,000</b>	<b>\$400,000</b>	<b>\$1,650,000</b>
Project Design Phase	\$96,341			\$96,341
Construction Contract	\$447,000			\$447,000
Change Order No. 1	\$31,470			\$31,470
Construction Contingency	\$50,000			\$50,000
Construction Management	\$55,372			\$55,372
<b>CM Amendment No.1</b>	<b>\$6,825</b>			<b>\$6,825</b>
Project Management/Staff Time	\$45,000			\$45,000
Miscellaneous Costs	\$10,000			\$10,000
<b>Total</b>	<b>\$742,008</b>	<b>\$0</b>	<b>\$0</b>	<b>\$742,008</b>
Chakemco St. Water Main, 606-WTR			\$293,335	\$293,335
<b>Remaining Balance</b>	<b>\$432,992</b>	<b>\$75,000</b>	<b>\$106,665</b>	<b>\$614,657</b>

- ATTACHMENTS:** A. Proposed Amendment No. 1  
 B. Contract 2020-54-CC  
 C. Location Map

KT:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-54-CC  
FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION  
SERVICES FOR THE CHAKEMCO STREET IMPROVEMENT PROJECT, CITY  
PROJECT NO. 593-ST, BETWEEN THE CITY OF SOUTH GATE AND  
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.**

This Amendment No. 1 to Contract No. 2020-54-CC for additional Construction Management and Inspection Services for the Chakemco Street Improvement Project, City Project No. 593-ST, ("Amendment No. 1"), is made and entered into on November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Engineering Resources of Southern California, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on July 14, 2020, the City Council approved Contract No. 2020-54-CC with Contractor ("Agreement ") for Construction Management and Inspection Services for the Chakemco Street Improvement Project, in the amount of Fifty-Five Thousand Three Hundred Seventy-Two Dollars (\$55,372);

**WHEREAS**, the City and Contractor desire to execute this Amendment No. 1 extending the term of the Agreement for additional Construction Management and Inspection Services, in the amount of Four Thousand Six Hundred and Eighty Dollars (\$6,825), as identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Sixty Thousand and Fifty-Two Dollars (\$62,197).

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. TERM OF AGREEMENT.**

This Amendment No. 1 shall remain in effect **through and including completion of the Project**, unless terminated otherwise in accordance with the terms of this Agreement.

**2. COMPENSATION.**

The amount of compensation paid by City to Contractor for the additional work identified in Exhibit "A" **shall not exceed Six Thousand Eight Hundred and Twenty-Five Dollars (\$6,825)**. The total sum of the Agreement and Amendment No. 1 shall not exceed Sixty Thousand and Fifty-Two Dollars (\$62,197).

**3. EFFECT OF AMENDMENTS.**

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, the Agreement shall remain unchanged during the term of the Agreement. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Raul F. Salinas, City Attorney

**ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.:**

By: \_\_\_\_\_  
Matt Brudin, President  
Date: \_\_\_\_\_



EXHIBIT A

15007003

October 28, 2020

Kenneth Tang  
City of South Gate  
8650 California Ave.  
South Gate, CA 90280

**SUBJECT: Chakemco Street Improvement Project**

Dear Mr. Rico,

Engineering Resources of Southern California, Inc. (ERSC) is providing construction management and inspection services for subject project. Three weeks into the project ERSC has encountered an excessive number of RFI's, change orders, Contractor's field questions, constructability review and design changes. A field meeting on September 11, 2020 was held to discuss the RFI's and conflicts in design elevation. The meeting provided all parties a better understanding that this project will need to be treated more or less as a design build project due to the site difficulties. The street is very flat, there are many driveway approaches, and limited design information is provided. The project has already encountered delays in the field due to the design changes and lack of information.

As outline above, ERSC hereby submits this amendment request so we can continue to provide the City with excellent construction management and inspection services. The hours listed below are our best estimate based on the schedule provided by the Contractor for the hours required to complete the construction.

Compensation

Fee Estimate – Inspection Services			
Team Member, Title	Joanna Rembis, Principal Engineer	Michael Nguyen	
Role	Project Manager	Senior Construction Inspector	
Hourly Rate	\$195.00	\$120.00	Total
Construction Management	35 Hours		
Sub-Total	\$6,825		<b>\$6,825</b>

Proposed Fee

The fee provided is based on the current rate sheet for this project. If approved, said fee of \$6,825.00 will be in addition to the original contract amount of \$55,372, bringing our total contract amount to \$62,197.



ERSC will only invoice the City for actual hours worked on this project and will not exceed the amount without prior written authorization.

We appreciate your consideration and look forward to continuing to work with you on this project. If there are any questions or if additional information is required, please do not hesitate to call or email me at either of the following: 909-890-1255 or [jrembis@erscinc.com](mailto:jrembis@erscinc.com).

Sincerely,

  
Joanna Rembis  
Principal Engineering

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES FOR THE CHAKEMCO  
STREET IMPROVEMENT PROJECT BETWEEN  
THE CITY OF SOUTH GATE AND ENGINEERING RESOURCES OF  
SOUTHERN CALIFORNIA, INC.**

This Agreement for Professional Services for Construction Management and Inspection Services for the Chakemco Street Improvement Project ("Agreement") is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Engineering Resources of Southern California, Inc., California Corporate Number C1975343 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain Consultant to perform Construction Management and Inspection Services, as provided herein, for the Chakemco Street Improvement Project, City Project Nos. 593-ST;

**WHEREAS**, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A."

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. PARTIES TO THE AGREEMENT.**

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Engineering Resources of Southern California, Inc. 1861 W. Redlands Boulevard, Redlands, California 92373

**2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.**

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be



given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.  
Assistant City Manager / Director of Public Works  
Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:

John M. Brudin, P.E.  
President  
1861 W. Redlands Boulevard  
Redlands, CA 92373

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

**3. SCOPE OF WORK.**

The City hereby engages Consultant, and the Consultant accepts such engagement, to perform the Professional Services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Consultant's proposal dated May 11, 2020 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

**4. DATA PROVIDED TO CONSULTANT.**

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A".

**5. INDEPENDENT CONSULTANT.**

This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

- A. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees, are in any manner employees of City, it being directly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

**6. INDEMNIFICATION OF CALPERS DETERMINATION.**

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under the Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**7. CONSULTANT'S PERSONNEL.**

- A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

**8. COMPENSATION.**

- A. The total amount of this Agreement shall not exceed the sum of Fifty-Five Thousand and Three hundred and Seventy Two Dollars (\$ 55,372.00). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works.
- B. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

**9. INDEMNITY AND INSURANCE.**

- A. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.
- B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.
- (a) Workers' Compensation and Employer's Liability
- Workers' Compensation-coverage as required by law.
  - Employer's Liability-limits of at least \$1,000,000 per occurrence.

- (b) Comprehensive General Liability  
- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

- (2) Policies providing for bodily injury and property damage coverage shall contain the following:

- (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

- (b) "Severability of Interest" clause.

- (c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 9.A.

- (3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

- (4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

- (5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

**10. TERMINATION FOR CONVENIENCE.**

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying

the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**11. TERMINATION FOR CAUSE.**

- A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- (1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
  - (2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 11, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

**12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.**

- A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

**13. CONSULTANT'S WARRANTIES AND REPRESENTATIONS.**

Consultant warrants and represents to the City as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.
- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- C. Consultant has no knowledge that any officer or employee of the City has any

interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

- D. Upon execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

**14. SUBCONTRACTING, DELEGATION AND ASSIGNMENT.**

- A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

- (1) The amount involved, together with Consultant's analysis of such cost or price.
- (2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

- B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegee and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

**15. OWNERSHIP OF DOCUMENTS.**

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

**16. ENTIRE AGREEMENT AND AMENDMENTS.**

- A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

**17. RESOLUTION OF DISPUTES.**

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

**18. SEVERABILITY.**

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

**19. EXHIBIT.**

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated May 11, 2020.

**20. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.

**21. EFFECTIVE DATE.**

The effective date of this Agreement is July 14, 2020, and shall remain in effect through and including completion of project, unless terminated otherwise in accordance with the terms of this Agreement.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: Maria Davila  
Maria Davila, Mayor

Dated: 9-23-2020

**ATTEST:**

By: Carmen Avalos  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: Raul F. Salinas  
Raul F. Salinas, City Attorney

**Engineering Resources of Southern California:**

By: Matt Brudin  
Matt Brudin, President

Dated: 9/23/2020

## Qualification and Experience

sidewalk and street improvements along 9th Street. The project encompassed widening, including sidewalk and handicap ramp improvements, on the south side of 9th Street between Elmwood Road to Sterling Avenue, a distance of approximately 2,300 linear feet. The project, included match-up paving with placement of a curb desired at 32 feet in a 44-foot half right-of-way. The project also included right-of-way acquisition from nine parcels. Construction improvements also included clearing and grubbing of existing AC and PCC pavement, curb ramps, cross gutter and spandrels, fencing, driveways, and signal modification.



Dennis Barton, Project Mgr  
(909) 864-8732 ext. 251  
dbarton@cityofflagland.org

**ERSC Project Team:**  
John Egan, PE  
Steven Latta, PE, TF  
Jazz Gracie  
Harve Deaton, Sr. Inspector

During the course of the project, ERSC was also awarded to conduct construction management services for the project, which included contract administration and field inspection. Contract administration involved award services, scheduling, coordination of pre-construction meeting, preparation of weekly statement of days, pay estimates and contract change orders, requests for information, attendance at meetings, site visits by the Construction Services Manager, review of Contractor's payroll submittals, and post construction services including final pay estimate and preparation of record drawings.

Field inspection included inspection of all removals, construction of concrete curb and gutter, sidewalk, driveway approaches and driveways, street subgrade, base and paving, and signal modification. Daily inspection reports were provided to the City.

### **SOBOBA SPORTS PARK AND PARKING LOT – SOBOBA BAND OF LUISEÑO – SAN JACINTO, CA: 2018-2019**

As a long-standing client, Soboba Band of Luiseno Indians retained ERSC to provide design, survey, and construction management services in preparation of grading and drainage improvement plans for a new sports park on the reservation. The project included construction of a proposed gym building, restrooms, removal and replacement of an existing playground, 8 row bleacher, landscaping improvements and parking lot expansion. The new parking lot included new paved spaces to accommodate additional traffic expected from the park's expansion.



Kenneth McLaughlin  
Director of Public Works  
(951) 654-5544 ext. 4126  
kmcLaughlin@sobobaindians.gov

**ERSC Project Team:**  
Scott M. Taylor, PE  
Chris Johnson, PE  
Reza Roshan, PE  
Robert Cleaton, PE  
PLG

The site of the new parking lot was lower in elevation than the existing parking lot requiring the proposed site to import additional fill. In an effort to utilize all resources available, it was determined that there would be 30,000 cubic feet of over excavated material from the Soboba Horseshoe Development and Fire Station, another ERSC project. The excess cut material from the nearby projects was exported to the new parking lot stock piling site. The excavation operation was in strict accordance with the geotechnical engineers' recommendations.

### **SOBOBA HORSESHOE DEVELOPMENT OWNER'S REPRESENTATIVE SERVICES – SOBOBA BAND OF LUISEÑO – SAN JACINTO, CA: 2018-2019**

The Soboba Band of Luiseno Indians is in development of 20 acres on the Soboba Indian Reservation known as the "Horseshoe Property". ERSC provides owner's representative services that oversees the preconstruction, construction and delivery of the Horseshoe property which will include a Fire Station, Health Clinic and Government Office Building.

The Fire Station was designed as an approximately 15,000 sq. ft. facility and the Government Office Building is approximately 30,000 sq. ft. The Health Clinic is an approximately 30,000 sq. ft. facility



## Qualification and Experience

designed and constructed by Indian Health Services.

ERSC attended construction/coordination meetings each week, maintained all meeting minutes, R.F.I. logs and change order logs. Staff performed review of all shop drawings/submittals for conformance with plans and specs, maintained the submittal log and provided weekly updates. ERSC staff also provided daily oversight of construction activities by the contractors and subcontractors and maintained daily inspection reports. As part of the work, ERSC provided value engineering as needed to maintain the project construction on track and within budget. Work also included coordinating commissioning of the Fire Station, tests of all mechanical/electrical systems performance for conformance with plans/specs. Inspectors also performed a punch list and back check review of the substantially completed building.



Kenneth McLaughlin  
Director of Public Works  
(951) 654-5544 ext. 4126  
kmlaughlin@soboba-nsh.gov

John W. Arden, PE  
Lisa Arnold, PE

ERSC Project Team:  
Rick Tarsch, PE

### PLAN CHECK AND CONSTRUCTION SERVICES – CITY OF GARDEN GROVE – GARDEN GROVE, CA: 2000-PRESENT

Under a municipal services contract with the City of Garden Grove, Engineering Resources of Southern California, Inc., provides construction management services for various street, intersection and storm drain improvement projects.



William Murray, PE  
Public Works Director  
(714) 741-5000  
wem@garden-grove.org

These services include coordination of CIP projects awarded to contractors for compliance with plans and specifications; review of monthly progress pay estimates for compliance with specifications and provide monthly payment recommendations; monitor contractor's progress to ensure project schedules are met; assist and advise District staff with post-construction activities; review, assess and manage claims submitted by contractors.

Robert Foghetti  
Joanna Romo, PE

ERSC Project Team:  
Mark Ruzicka  
B.P. Lees

Representative projects include:

- Harbor Boulevard Widening and Reconstruction
- Westminster and Brookhurst Intersection Improvements
- Garden Grove and Galway Intersection Improvements
- Harbor and Chapman Intersection
- Improvements
- Westminster and Harbor Intersection Improvements
- Lampson Avenue Storm Drain
- Ninth Street Storm Drain
- Galway Storm Drain Reconstruction
- Westminster and Erin Storm Drain

Additional services include the management of projects that require special reporting to state or federal agencies to assure compliance with loan or grant conditions.

### ON-CALL CONSTRUCTION INSPECTION – CITY OF HIGHLAND - HIGHLAND, CA: 2002-PRESENT

ERSC, under an on-call professional services agreement with the City of Highland, provides contract inspection services for the construction of public works and privately funded improvements, including street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements. Representative projects are provided below:

- Lankershim Avenue Street Improvements
- Sterling Avenue Improvements



## Qualification and Experience

- **Highland Basin Drainage Improvements**
- **2012 Sidewalk and Handicap Ramp Repairs**
- **City Hall ADA Improvements**
- **Victoria Avenue Improvements at 5th Street**
- **2012 Community Development Block Grant Project**
- **Bledsoe Creek Outlet Reconstruction**
- **Olive Street Improvements**
- **City-Wide Redevelopment Agency Sidewalks**
- **Article III Sidewalk - Palm Avenue**
- **Traffic Signals - Various**
- **City-Wide Sidewalk Projects**



Carlos Zamano, P.E.  
Assistant Public Works Director  
909-864-8732  
czamano@cityofhighland.org

Jonathan Reuter, P.E.  
Steven Alan

ERSC Project Team:  
Mark Alvarez

- **Miscellaneous Sidewalk Repairs**
- **5th Street Bike Lane, Signing and Striping Improvements**
- **Greenpot Road "S" Curve Realignment**

# Scope of Work

## Understanding and Approach

### Understanding

The LAUSD funded project will revitalize the Chathamco Street from Atlantic Avenue to Legacy Lane to provide pedestrian safety and enhance traffic circulation. While the City's qualified staff regularly oversees the day to day operations of the City, it is often cost effective to contract with outside firms to supplement City resources for specific tasks requiring experience and specialized expertise. ERSC understands the City requires detailed, competent, and safe management and inspection of work performed during the project. This project requires special attention to communication with the affected businesses and public due to the installation of new sidewalks, drive approaches, and ADA ramps.

Having an experienced construction management and inspection support staff is an essential component to the successful completion of any project. In providing services to our clients, ERSC emphasizes the use of experienced staff who have significant experience in providing the specific services required for that type of project. Construction Management and Inspection is one of ERSC's core competencies. Since 1986, ERSC inspectors have provided construction support services to and on behalf of special districts, public agencies and municipalities.

### Approach

Our goal is service and responsiveness, therefore ERSC's team will work closely with City staff to maximize the effectiveness and efficiency of our construction management inspection team, especially in relation to project issues that may drive possible field changes, decisions or adjustments that will affect control or the cost of the project, or long-term maintenance once the improvements are completed. ERSC's size allows us to be flexible to the needs of our clients. ERSC is ready and able to adapt to and apply the City's preferred methods of project, budget, and schedule management. Summarized below is ERSC's typical approach to managing the many facets of a successful project.

### Essential Considerations

ERSC takes into consideration multiple objectives when delivering successful projects to our clients. The following will be emphasized:

- Fulfill all responsibilities of the City without causing additional burden to City staff.
- ERSC inspectors will act as an extension of City staff.
- Ensure that projects are constructed in accordance with contract documents, proper building standards, SSPWC Greenbook, Caltrans, and current City Standards.
- Maintain a Professional Approach and Attitude (at all times and with all parties): Minimize potential conflict, promotes project success, enhances daily productivity.
- Immediate resolution of construction issues. Clarification of items of concern can reduce or eliminate change order requests/demand from the Contractor.
- Project safety will be considered paramount and overriding with any project that ERSC is assigned. In almost 24 years of business, ERSC has yet to receive a workplace injury and we intend to hold contractors to the same

## Scope of Work

standards by adhering to:

- Contractor's own or the City's Injury and Illness Prevention Programs.
- Trench and Excavation Protection Measures (as necessary)
- Confined Space Requirements
- Applicable Osha Standards, Rules, Regulations, And Orders
- Site Safety Measures and Fire Protection Procedures
- Daily review of the project with the City to discuss any project concerns, progress, and potential issues to eliminate the possibility of surprises and change orders.
- Attendance of preconstruction and regular progress meetings with the contractor and the City to discuss progress, potential/anticipated issues, project schedule, and safety concerns.
- Detailed record-keeping of all materials, equipment, conditions, labor, and work to ensure accurate payments to the Contractor with minimal change orders.

### Communication

ERSC's project manager and inspector will make every effort to maintain open and frequent communications with the City's project manager, Contractor, and other involved parties. City conventions and operating procedures, including implementation and enforcement of the City's Standards and related policies, shall be reviewed and implemented in concert with the City project manager and other key responsible staff. Email shall be the primary form of written communication between the City and ERSC during the term of our contract. Field memos and speed mamos shall also be employed for expeditious project communications and record information.

### Pre-Construction Meetings & Progress Meetings

ERSC Project Manager will coordinate and facilitate pre-construction meeting and progress meetings as needed to enable all parties to comprehend scope of project, implementation of the specification and City Requirements. ERSC inspectors will conduct regularly scheduled meetings to discuss issues to be addressed to expedite project completion. ERSC shall prepare meeting agenda and maintain backup documentation of project meetings/workshops and prepare summary records of meetings for the City's review within three working days after each meeting. Upon receipt of the City's comments regarding the record, if any, ERSC shall incorporate comments to conform and enhance the meeting record to maintain an accurate account of all discussions and present to all parties.

### Project Records/Documents

ERSC's Inspector will maintain all required project records through closeout. All records shall be delivered to the City at the completion of construction. The City or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant (which are directly pertinent to the project).

All information is retained by ERSC on our network for redundant backups. Through the use of field computers, we are able to upload reports, photos, and documents directly to our project Sharepoint site. These electronic documents are accessible by clients, project managers, and office staff for review and documentation. Reports, photos, data, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project.

### Representation

ERSC's Construction Manager and inspector will represent the City and act as their agent with contractors, developers and other outside agencies and City contracted technical consultants.

### Management Approach

Ms. Rambia will serve as Project Manager for the duration of the project. As project manager Ms. Rambia will be the extension of the City by being the liaison between the Contractor, City and Public to ensure the project is completed



## Scope of Work

In accordance with the PS&E, stays on track, addresses and resolves issues and minimizes impact to stakeholders. As a result of our efficient construction management, progress meetings are kept to a minimum, which saves the City's personnel time to work on other pressing matters.

ERSC inspectors all report to Principal Engineer and Project Manager, Joanna Rembla. Ms. Rembla is responsible for providing support, direction, assignment, and QA/QC to ERSC inspectors. She regularly maintains contact with inspectors to resolve scheduling conflicts, provide necessary equipment, and offer support during projects.

Ms. Rembla will also be the point of contact for ERSC if services outside of normal inspection duties are required.

### Permit/Environmental Compliance

If required, review Storm Water Pollution Prevention Plan (SWPPP) as required by the contract documents and ensure its proper submittal and processing as outlined in the specifications as "NPDES Compliance." Review the Contractor's "Best Management Practices" plan prior to start of construction. Inspect the Contractor's application to avoid storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).

### Public Relations

Assist the City in upholding a good relationship with the public. The team will promptly attempt to alleviate problems and inform the City's Project Manager as soon as possible.

Having good public relations with the general public is important to any type of project. Construction work is adjacent to private residences and businesses, and ERSC aims to reduce any disturbance caused by construction. On this project, proper communication between the team and stakeholders is critical to reduce disruptions to the area. We will need to understand busy and high-traffic times in order to allow for access during such periods. To assist with the public relations efforts of this contract, we will:

- Maintain a log of all phone calls received.
- Listen to community concerns and try to adhere to them
- Work with the Contractor for timely resolution of issues.
- Ensure changeable message signs are present to alert traffic of the period of potential delays during lane closures.
- Communicate with emergency services regarding any events that may raise emergency calls from the public.

### Monthly Status Reports

Assess Contractor's schedule of values compared to payment application. Provide comments to the City regarding monthly progress payment applications submitted by the contractor. Reports containing project progress, CCOs, as well as cost and schedule matters will be prepared monthly.

### Site Safety

Review and check the contractor's safety program for compliance with Cal/OSHA, contract documents, and traffic control/staging plan. ERSC's Inspector will enforce on-site safety standards and will report any observed deviations to the City.

ERSC ensures their inspectors are equipped with all the required personal protective equipment (PPE) and tools to perform their work accurately, efficiently, and safely. ERSC's policy is for their inspectors to always wear a white hard hat, safety vest, long pants, and boots whenever present on a project site. Our inspectors are equipped with a cell phone to provide quick and frequent communication and keep abreast of any issues. ERSC provides safety trainings and courses to our inspectors on a frequent basis so they stay apprised of the current safety requirements for working on or near roadways/highways, structures, confined spaces, and underground areas.

### Reporting, Review, QA/QC

ERSC is familiar with the type of information necessary to perform complete inspections of construction projects.



## Scope of Work

Weight tickets, equipment and labor, work items, hours, weather, and other work-related items are closely monitored and documented by ERSC. Reports are always accompanied by photos of work to support the content entered by the inspector. Following the completion of the inspection reports by ERSC's inspector, reports are submitted at the end of each week to the Project Manager for review. Reports are reviewed for complete information and necessary level of detail. If deemed incomplete, the Project Manager will request revisions until satisfactory for submittal. When approved for submittal, ERSC's inspector will upload to the City's system for records. ERSC's turnaround time for submitting reports to the City are typically within a week from the date of inspection. In addition to the daily work reports, ERSC's inspector will maintain a comprehensive photo and video log before, during and post construction and will deliver to the City upon completion of the project. Sound engineering will be used throughout the administration of the project and submittals/calculations will be checked for accuracy.



ERSC can adapt to the City's preferred method of reporting and QA/QC for construction inspection documents.

Prepare Daily Inspection Reports which will consist of:

- Contractors working hours on the jobsite.
- Contractor and sub-contractor personnel and equipment on the jobsite.
- Weather conditions and impact on the progress of the work
- Tasks or directions given to the contractor.
- Daily use of the contractor and subcontractor equipment.
- Observations relevant to the work progress, including deficiencies or violations of contract by the contractor.
- Delivery of materials to the project site, and inspection of subject materials.
- Observed or foreseen delays and reasons as to why, and what contractor will do as a response.
- Claims, additions, removals pertaining to contract items.
- Visitors who come to the job site with interest in the project.
- Names of all workers
- Total hours worked
- Identification of all equipment on the site
- Work activities
- Construction progress
- Quantities measurements
- Photographs

### Project Closeout

ERSC's inspector will have a copy of the plans on the site with all up-to-date changes. Upon completion of construction, ERSC will have an "As-Built" verification and provide a copy of the "As-Built" plans to the City and involved parties. ERSC's inspectors are also familiar with providing other project closeout procedures such as final punch lists and walk-throughs.

### Project Controls

ERSC projects are loaded into our accounting and time tracking program, Deltek Aja, broken down by each task.





## Scope of Work

Each task is preloaded identically to the work plan and Fee Schedule with the time allotted per billing rate and the total project budget. Any employee working within the project is able to account for their hours billed to a project as well as remaining hours available for a task. Accountability and ease of access to this information aims to eliminate overruns.

### Scope of Work

#### TASK No. 1: PROJECT COORDINATION & CONSTRUCTION MANAGEMENT

In addition, to all the services highlighted above, Ms. Rembia will provide all services noted in the RFP throughout the course of the project, including but not limited to, the following:

##### 1. Management

- ERSC shall provide general contract administration for the construction of the project. Provide office engineering and consultation as required and coordinate with the City and other staff in management of the construction contract. Provide part-time Resident Engineer who will be on-call 24 hours a day, seven days a week during construction.
- At the beginning of the project, a work schedule shall be prepared to set forth the significant milestones and deliverables for tasks such as, but not limited to, inspection, shop drawing review, permits, field meetings, NTP, completion of construction, and record drawings to ensure compliance with the established project execution strategy and project goals. Consultant shall update the work schedule plan as necessary and forward to the City.
- Review contract plans and specifications for constructability and make recommendations for necessary or desirable changes.
- Coordinate project construction with City staff, Public Works Inspectors and selected construction contractor. Submit two-week look-ahead schedule for the construction, monitor schedules, and revise/update schedule as required due to changes.
- Prepare weekly statements of Working Days and other reports that may be required by the City.
- Coordinate the review all construction shop drawings, materials, and traffic control plans with the design engineer and determine consistency with the construction drawings, specifications, documents and regulations.
  - Provide submittal schedule and revise/update as required due to changes.
  - Advise the City and the Contractor or his superintendent immediately of the commencement of any Work requiring an approved Shop Drawing, if the submission has not been approved by the City.
- Review, analyze, and respond to all request(s) for information and clarifications, as needed. The modifications communicated will be fully documented with drawings and/or written description of the work required.
- Coordinate Design Changes: Submit recommendations on construction issues which include considerations of time and budget impacts, possible compensable delays and clarify construction changes and irregularities. Prepare supplementary sketches and details as necessary to resolve field construction problems encountered. Consider and evaluate the Contractor's suggestions for modifications in the Project Documents and report them to the City's Engineer.
- Public Relations: Assist the City in upholding a good relationship with the public. The team will promptly attempt to alleviate problems and inform the City's Project Manager as soon as possible. ERSC will coordinate distribution of imminent construction notices by the Contractor to all residents and businesses. ERSC's Project Manager will respond to concerns of the businesses along the construction site and those who travel through it and the community at large. This would also include individuals and groups with concerns related to ADA access issues. All issues, concerns, and complaints will be logged and maintained throughout the project. ERSC inspector will review the pedestrian and ADA paths of travel through the project periodically to monitor access and safety concerns and recommend alternatives and/or adjustments and ensure improvements comply with the American Disabilities Act.

##### 2. Meetings

- Coordinate and facilitate Pre-Construction Conference to enable all parties to comprehend scope of project,



## Scope of Work

Implementation of the specification and City Requirements. ERSC will prepare the meeting agenda and record minutes of the meeting covering all aspects of contractor's questions and clarifications of project and present to all parties.

- Facilitate and attend progress meetings and informal meetings as necessary, to review job progress, scheduling, and answer any questions. Prepare agendas and minutes for the meetings which would include written response to questions and clarifications as needed. Minutes shall be submitted within three (3) working days after each meeting.
- ### 3. Schedule and Budget
- Review the contractor's schedule for conformance to the specifications, logic, task definition and duration, critical activities, submittal review, material procurement, and coordination with other contracts.
  - Negotiate, prepare, and process change order(s) and/or extra work order(s) within 48 hours of receipt. The modifications communicated by change order will be fully documented with drawings and/or written description of the work required. Assist with determination and/or negotiations for compensation and prepare the change order(s). The change order(s) will be prepared in the standard City format as well as all applicable LAUSD funding requirements.
  - Monitor the project funding and project budgets. Maintain a current monthly accounting of construction costs to complete the project, including approved change orders for City's review and approval.
  - Receive and review all Contractor Invoices, material quantities, change order payments, inspection reports, and estimates of percent completion and make recommendations for payment of Contractor, as appropriate. Submit progress payment request to City for processing.
- ### 4. Miscellaneous
- Coordinate review and approval of shop drawings with the design consultant as needed.
  - Log, track and process submittals, RFI's, RFC's, CCO, field directives, notices of potential claims, non-conformance reports, review and approved traffic control plans, data relative to questions of extras or deductions, decisions, observations in more detail as in the case of observing test procedures. Send updated copies to the City.
  - Maintain a marked-up set of plans for as-built drawings to be filed with the City. Review up-to-date construction information recorded by Project Inspector during the course of construction to be used in preparation of the construction record drawings. The as-builts will be checked monthly for accuracy. Review and verify Contractor's redline as-builts and provide the City with an original hard and scanned copy.
  - Coordinate and direct testing as needed for conformance with plans and specifications. Tests shall be conducted by the Vendor or Contractor. Consultant shall review and evaluate all tests and make recommendations to City prior to installation and acceptance of finished facility.
  - Review weekly payrolls and perform workman interviews to monitor the Contractor's compliance with prevailing wage requirements and provide labor compliance report.
  - Review Contractor's safety program and verify Contractor compliance with all City and Cal/OSHA security and safety measures. Notify City of any non-compliance activities during course of construction.
  - Review required construction survey including lines and grades, construction staking, cut sheets, etc.
  - ERSC's project manager will maintain all required project records through closeout. All records shall be delivered to the City at the completion of construction. The City or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant. All information is retained by ERSC on our network for redundant backups. Through the use of field computers, we are able to upload reports, photos, and documents directly to our project Sharepoint site. These electronic documents are accessible by clients, project managers, and office staff for review and documentation. Reports, photos, dates, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project.
  - Report to the City whenever they believe that any Work is unsatisfactory, faulty or defective or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspections, tests or

## Scope of Work

- approval required to be made; and advise the City Engineer when they believe the Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
- ERSC shall process all project documentation per City and LAUSD requirements for standard format.
  - Maintain orderly files for correspondence, reports of job, meetings, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, filed orders, additional Drawings issued subsequent to the execution of the Agreement, the City's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
  - Project Manager shall conduct on-site observations of the Work in progress to assist the City in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the requirements of the Contract Documents and applicable regulations such as SSPWC Greenbook and Caltrans.

### TASK No. 2: CONSTRUCTION INSPECTION

ERSC's selected Inspector will perform observation and inspection during key points of the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion. ERSC Inspector will always wear the appropriate personal protective equipment on the project site and will have all the proper equipment, tools, and supplies needed to carry out the required duties. ERSC shall perform comprehensive inspection and monitoring duties that may include, but not be limited to, the following tasks:

- Coordinate project construction with City staff, including the South Gate Police Department, LA County Fire Department, LAUSD, South Gate Water and Sewer Department, utility companies, Works Inspectors, selected construction contractor and other stakeholders.
- Participate in public outreach activities.
- Coordinate all aspects of the construction work including temporary parking restrictions, temporary traffic control, etc.
- Provide a full-time Inspector to monitor construction progress and attend meetings with the City and Contractor. Inspector shall be on-site whenever the Contractor is working and maintain daily inspection reports of Contractor's personnel and equipment working at the job site. Any items that are deemed unsatisfactory by ERSC's inspector will be communicated to the construction manager. ERSC's Inspector will also assist in obtaining additional information when required for proper work execution.
- Prior to construction ERSC's inspection will become familiar with the project's documents. A thorough review will be completed prior to the pre-construction meeting to allow for meaningful discussion regarding potential challenges and conflicts. ERSC will provide a full-size and a 11x17 set of plans for the Inspector's use. The Inspector's tablet will be equipped with a digital set of plans and specifications to easily access in the field.
- ERSC's Inspector will document work completed by the contractor and collect material delivery information. Measurements can include area, volume, weight, length, individual quantities, and other units depending on the construction item. The measurements will be compared to the Contract Documents to ensure the contractor is constructing per the project's provisions.
- ERSC's Inspector will maintain daily, detailed reports for work items. Inspection reports will include weather, traffic control measures, labor, equipment, materials, quantities, correspondence, and issues observed. The inspection reports will also integrate the daily project photos. Additionally, the reports will include any tickets from material delivery to ensure accurate cost accounting when payment is requested. ERSC will report in a format acceptable to the City. The Inspector can use a City approved format or ERSC can provide the report format for the City's approval. The reports will be submitted on a weekly basis to the City.
- Inspector will attend Pre-Construction Meeting, progress meetings, and field meetings with City staff and Contractor to update project status and schedule.
- ERSC's Inspector will be involved throughout the complete construction process. Part of this involvement means taking all measures possible to avoid change orders. In the event a change order is unavoidable,

ERSC expects to act as the City representative on all site and all requirements. The Inspector will be responsible for the City's and will be able to provide the City with the most up-to-date information on the project. The Inspector will be able to provide the City with the most up-to-date information on the project.

## Scope of Work

ERSC's inspector will review the change order and all supporting documents. Recommendations regarding the change order will be made to the Construction Manager regarding proposed negotiations, work items, and change order pricing.

- Prepare and update an In-progress punch list at the completion of each phase of the project.
- Provide quality assurance in achieving conformance with the contract plans, specifications, City standards, Greenbook and Caltrans Standards. ERSC's inspector will continually review plans and specifications throughout construction of features in the project. ERSC expects the inspector to act as a liaison with the contractor to assist in understanding of the contract documents. The inspector will also transmit any clarifications of the contract documents to the contractor.
- Upon approval of the City, provide nights and weekend shifts and any overtime inspection when necessary to provide required monitoring and coverage of the project operation and documentation.
- Inspect safety practices of contractors in compliance with Cal/OSHA, motor vehicle code, NPDES program and other safety requirements;
- Monitor site safety on a continual basis during the project. Site safety, labor safety, and public safety are all considerations taken into account during inspection of construction projects. Safe access to nearby stakeholders will be maintained at all times possible. This task includes alerting the contractor directly to the hazards in acting upon instructions issued by the City or transmitted through the construction manager, City personnel, or directly.
- Inspect contractors' construction activities, materials, and equipment for compliance with construction contract documents and all local and regional governing bodies and utility providers;
- ERSC's inspector will regularly check the project schedule to ensure work is being completed in a timely fashion and advise the Contractor to take action on schedule issues. Major project milestones will be continuously monitored, and the schedule will be monitored and the schedule will be modified as necessary to account for weather delays or other unforeseen circumstances.
- Maintain regular communication with all the materials testing consultants and specialty inspection. ERSC inspectors will regularly coordinate any testing and specialty inspection necessary at different stages of the project. The inspector will also observe equipment testing for satisfactory operation. Test results will be monitored and any failures along with appropriate corrective measures will be documented in inspection report
- Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
- Review weekly payrolls and perform workmen interviews to monitor the Contractor's compliance with prevailing wage requirements, if requested by the City
- Report project status to the project manager daily via email or text

### TASK No. 3: LABOR COMPLIANCE

Confirm the prime contractor and sub-contractor's staff, preparing the certificate payrolls and related documents, attend the pre-construction meeting. Review the labor compliance administration and interview process with Contractor and sub-contractors.

- Interview contractor/sub-contractor(s) workers as required.
- Organize field interviews with the Contractor's work force regarding payment of prevailing wages and fringe benefits.
- Ensure proper posting of the appropriate State Wage Determinations and Labor Compliance posters on project site.
- Collect copies of the certified payrolls and fringe benefits statements from the Contractor on a weekly basis.
- Review the payroll records, interview forms, daily logs, and compare for accuracy. Prepare reports of any deficiencies.
- Request Contractor to turn in back up documents for the contractor, subcontractors, second tier, subcontractors, and unrelated subcontractors (contracts less than \$10,000) working on the project.

### TASK No. 4 MATERIAL TESTING

- Log, track, and process the review and approval of AC and PCC mix designs. AC mix design shall be reviewed



## Scope of Work

and approved by Design Engineer.

- Provide as-needed testing services for certified laboratory, sampling, and field testing of soil compaction and other soil/concrete/AC pavement tests as required by Caltrans and the QAP. Provide guidance in test to be made at locations determined by the Engineer.
- Provide requested miscellaneous consultation during the Project, including discussion with the contractor to emphasize treatment of concrete. Provide all compaction tests per plan, specifications, and regulations per Caltrans and the QAP. Provide nuclear compaction testing on the day of paving.

### TASK No. 5: UTILITY AND OUTSIDE AGENCY COORDINATION

- Prepare and send notification of the pre-construction meeting to all affected utility companies, including but not limited to, South Gate Police Department, LA County Fire Department, Waste Management, South Gate Gas Company, SCE, South Gate Water and Sewer Division, and any additional utilities.
- Review project scope of work with each utility company at the pre-construction meeting, review possible conflicts and work with each utility to ensure that specific needs of the Project are understood.
- Coordinate with utility companies to expedite the identification of any unknown utilities found during construction. Coordinate relocation work by utility companies.

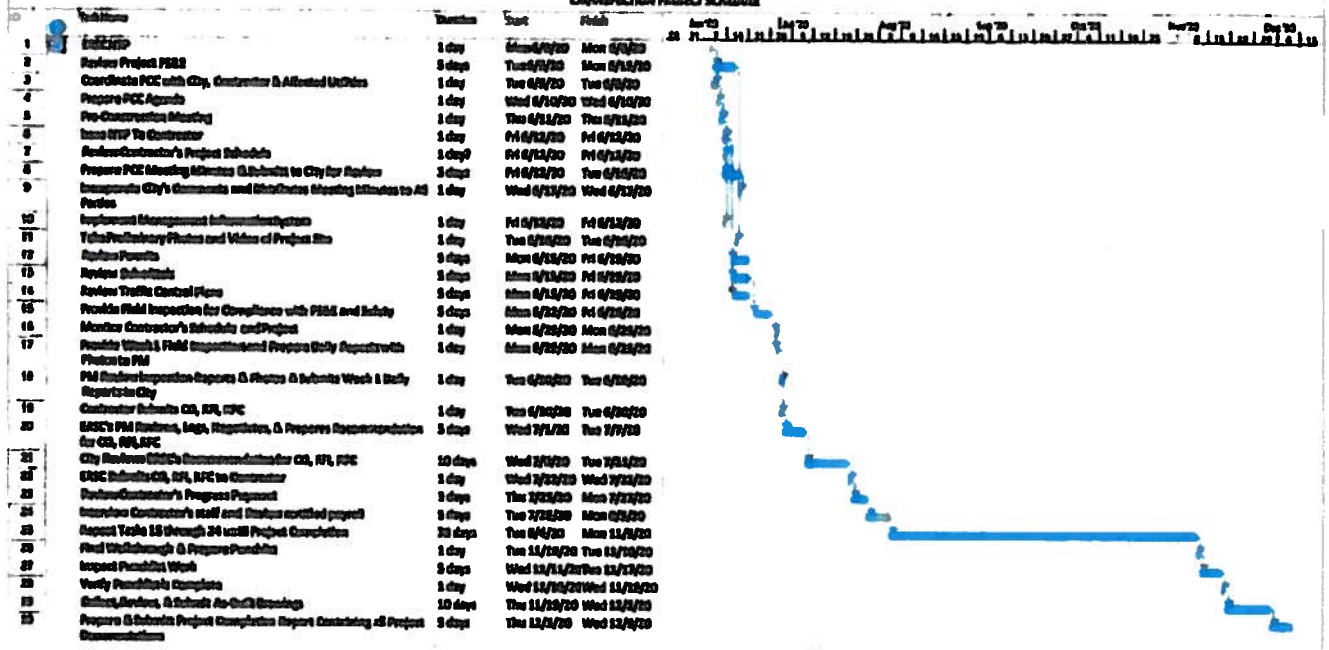
### TASK No. 6: PROJECT CLOSEOUT

- Upon completion of work, coordinate a final walkthrough with all affected stakeholders and a punch list of deficiencies will be generated and distributed to the Contractor, City and Stakeholders. As part of the punch list, ERSC's Inspector will issue a schedule to complete the items included. ERSC will re-inspect the repair or re-work and provide recommendations for acceptance when full compliance is achieved.
- Throughout the project, ERSC's Inspector will maintain a set of record drawings which reflect conditions encountered and constructed in the field. Upon substantial project completion, these drawings will be submitted to the City.
- Negotiate and finalize any remaining extra work claims, disputes and construction contract closeout issues that affect the filing of the "Notice of Completion" and release of retention.
- Prepare documentation and process final payment to the Contractor and file Notice of Completion.
- Upon project completion, review the project records and provide the finished set of all project documents, records, files, and reports to City in electronic pdf. Format.
- Complete all necessary documentation required by LAUSD and City.

Except upon written instruction from the City, the Consultant shall not:

- Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent.
- Expedite Work for the Contractor
- Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise or issue directions as to safety precautions and programs in connection with the Work.
- Authorize the Owner to occupy the Project in whole or in part.
- Participate in specialized field or laboratory tests.

**CITY OF SOUTH GATE  
CHARDACK STREET IMPROVEMENT PROJECT (PHASE 1B-17)  
CONSTRUCTION PROJECT SCHEDULE**



ERDC  
MAY 11 2020



# Appendix

**DATE:** May 4th, 2020  
**TO:** Prospective Bidders  
**FROM:** *EM* Emilio M. Murga, P.E., Consultant City Engineer  
*for*  
**SUBJECT:** ADDENDUM NO. 1

**RFP for construction administration/ inspection services for  
Chalchaco Street Improvement Project  
Chalchaco Street from Atlantis Avenue to Legacy Lane, City Project No. 593-ST**

**This addendum consists of one (1) page.**

**I. In reference to the subject Project, the following statement is added to the to the Contract:**

**Electronic proposals will be accepted in lieu of hardcopy proposals.**

**Please direct all electronic proposals to:**

**Mr. Emilio M. Murga, P.E.  
Project Manager  
Email: emurga@sogate.org**

**Also provide copy to Jose Loera, Acting Assistant City Engineer: jloera@sogate.org**

**Please direct all hardcopy proposals to:**

**City Clerk's Office  
Attn: Emilio M. Murga, Project Manager  
City of South Gate  
8650 California Avenue South  
Gate, CA 90280**

**END OF ADDENDUM NO. 1**

**ADDENDUM ACKNOWLEDGEMENT**

**Proponent acknowledges the receipt of this Addendum No. 1 which shall be attached to the proposal.**

  
\_\_\_\_\_  
**John M. Brudin, President**  
Signature and Title

**May 11, 2020**  
Date





# City of South Gate

8850 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • (323) 987-9857  
FAX (323) 983-9872

**ARTURO CERVANTES, P.E.**  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

**DATE:** April 7, 2020  
**TO:** Prospective Bidders  
**FROM:** Emilio M. Murga, P.E., Consultant City Engineer *EM*  
**SUBJECT:** ADDENDUM NO. 2

**Chakemen Street Improvement Project,  
Chakemen Street, from Atlantic Avenue to Legacy Lane, City Project No. 593-ST**

This addendum consists of one (1) page.

- I. In reference to the subject Project, the following modifications to the Contract Documents shall be included in the Bid:
1. The first paragraph of the Notice Inviting Bids shall be replaced with the following:

Sealed bids will be received at the office of the City Clerk, City of South Gate, California, 8650 California Avenue, CA 90280 until 11:00 a.m. on Thursday, April 23, 2020 and on the same day, shortly thereafter, they will be publicly opened and read for the "Chakemen Street Improvement Project No 593-ST" in accordance with the Specifications therefore. Bids must be made on the forms provided for this purpose, addressed to the City Clerk, City of South Gate, marked "Bid For." followed by the title of the project and the date and hour for submitting bids. Bids are required for the entire work as described in the Bid Schedule, the Plans and the Specifications

**END OF ADDENDUM NO. 2**

### ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum No. 2 which shall be attached to the Bid.

*[Signature]*  
John M. Brudin, President  
Signature and Title

May 11, 2020  
Date



# City of South Gate

9930 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3075 • (323) 387-0687  
WWW.CITYOFSOUTHGATE.ORG FAX (323) 933-8872

**ARTURO CERVANTES, P.E.**  
ASSISTANT CITY MANAGER  
DIRECTOR OF PUBLIC WORKS

**DATE:** April 14, 2020

**TO:** Prospective Bidders

**FROM:** Emilio M. Murga, P.E., Consultant City Engineer *EM*

**SUBJECT: ADDENDUM NO. 3**

**Chukemco Street Improvement Project,  
Chukemco Street, from Atlantic Avenue to Legacy Lane, City Project No. 593-ST**


This addendum consists of two (2) pages.

1. Notice Inviting Bids, page 2, fourth paragraph, end of line four, should read "two million dollars (\$2,000,000).
2. Part I, Instruction to Bidders, page I-1, 1. Form of Bid and Signature, replace line (E) with: (E) The Contractor shall guarantee that their bid shall remain valid for ninety (90) days following the bid opening date.
3. Part IV, Technical Provisions.
  - a. Replace Technical Provisions - Part A, pages 1 through 20, with new Part A, pages 1 through 12, attached.
  - b. Replace Technical Provisions - Part B, Section 800 - Materials, pages IV-7 through IV-20, with new Part B, Section 800 - Materials, pages 1 through 12, attached.
4. Appendix A, Standard Plans for Public Works Construction.
  - a. Add new Attachment A-Street Light Specifications, Sheet 1 of 1, attached.
  - b. Add new Attachment B-Geotechnical Design Report, 18 pages, attached.
5. Project Plans.
  - a. Replace Sheet T-01 with revised Sheet T-01, attached.
  - b. Replace Sheet ST-01 with revised Sheet T-01, attached.
  - c. Replace Sheet ST-02 with revised Sheet T-02, attached.
  - d. Replace Sheet LS-01 with revised Sheet LS-01, attached.
  - e. Replace Sheet IP-01 with revised Sheet IP-01, attached.
  - f. Add new Sheet LD-01, see attached.
  - g. Add new Sheet LD-02, see attached.
  - h. Add new Sheet I.D-03, see attached.
  - i. Add new Sheet I.D-04, see attached.

**END OF ADDENDUM NO. 3**

**ADDENDUM ACKNOWLEDGEMENT**

**Bidder acknowledges the receipt of this Addendum No. 3 which shall be attached to the Bid.**

  
\_\_\_\_\_  
**John M. Brudin, President**  
**Signature and Title**

\_\_\_\_\_  
**May 11, 2020**  
**Date**



# City of South Gate

8880 CALIFORNIA AVENUE • SOUTH GATE, CA 90260 • (323) 357-8887  
FAX (323) 503-0672

**ARTURO CERVANTES, P.E.**  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

**DATE:** April 18, 2020  
**TO:** All Plan Holders  
**FROM:** Emilio M. Murga, Consultant City Engineer  
**SUBJECT:** ADDENDUM NO. 4

**Chakemco Street Improvement Project**  
**Chakemco Street, from Atlantic Ave. to Legacy Lane, City Project No. 593-ST**

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein.

This Addendum No. 4 consists of two (2) pages and two (2) attachments.

1. Notice Inviting Bids, page 2, second paragraph, third line to read "State of California. The Contractor shall possess a current Class "A" General Engineering Contractor's License, or "C-8" Concrete Contractor's License, or "C-12" Paving and Earthwork Contractor's License".
2. Part I, Instruction to Bidders, Section 4, Registration of Contractor's, page I-2, second line to read "Contractor shall be required to possess a current "Classification A, General Engineering Contractor's License, or "C-8" Concrete Contractor's License, or "C-12" Paving and Earthwork Contractor's License".
3. Proposal, replace "Base Bid", pages I-13 and I-14 with attached "Revised Base Bid", page I-13(a).
4. See attached Engineer's Estimate provided for information.

If you have any questions, please call Emilio M. Murga at (323) 357-8814 or email at [emurga@sogate.org](mailto:emurga@sogate.org) (emails preferred).

**ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum Number 4 which shall be attached to the Bid proposal.



**John M. Brudin, President**

**May 11, 2020**

**Signature and Title**

**Date**

**CC: City Clerk Office**



# City of South Gate

8850 CALIFORNIA AVENUE • SOUTH GATE, CA 90260 • (323) 357-0857  
FAX (323) 943-0872

**ARTURO CERVANTES, P.E.**  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

**DATE:** April 20, 2020  
**TO:** Prospective Bidders  
**FROM:** Emilio M. Murga, Consultant City Engineer  
**SUBJECT:** ADDENDUM NO. 5

**Chokomco Street Improvement Project,  
Chokomco Street, from Atlantic Avenue to Legacy Lane, City Project No. 553-ST**

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 5 consists of four pages.

## CONTRACT DOCUMENTS

### **SPECIFICATIONS:**

The following clarification, additions & deletions are made to the above referenced Specifications:

- ATTACHMENT 1 - SUPPLEMENT TO INSTRUCTIONS TO BIDDERS** is added to the Part 1, Bidding and Contractual Documents, Instructions to Bidders.

If you have any questions, please contact Emilio M. Murga at (323) 563-8814 or email at [emurga@sogate.org](mailto:emurga@sogate.org) (emails preferred).

### **ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum Number 4 which shall be attached to the Bid proposal.

**John M. Brudin, President**

\_\_\_\_\_  
Signature and Title

**May 11, 2020**

\_\_\_\_\_  
Date

**Addendum No. 5**

**ATTACHMENT 1  
SUPPLEMENT TO INSTRUCTIONS TO BIDDERS**

**PART 1 - SPECIAL INSTRUCTIONS FOR BID SUBMISSION**

**A. Bid Submission by Bidder**

The Bid, together with all required forms completed, shall be submitted in a sealed envelope by the date and time specified in the Notice Inviting Bids. The sealed envelope shall be enclosed in a separate envelope addressed to the City Clerk's Office and marked "Bid For," followed by the title of the project and the date and time due. The name and address of the Bidder shall be included on the envelope.

The Bids shall be submitted by one of the two methods described below:

1. **Prior to the Bid Opening Date; Delivery through the United States Postal Service or by a commercial delivery service with tracking**

The Bid must be delivered to: South Gate City Hall, Attention: City Clerk's Office 8650 California Avenue, South Gate, CA 90280. Upon receipt, City staff will timestamp the Bid and deposit it in a Bid Drop Box. The City will assume no responsibility for ensuring that the Bid is received at the City Clerk's Office prior to the date and time specified in the Notice Inviting Bids.

**Bidders shall not hand deliver Bids to the City prior to the Bid opening date.**

2. **On the Date of the Bid Opening; Bid Drop Box at the City Hall Main Entrance**

Bidders shall submit their bids by placing them in a Bid Drop Box. The Bid Drop Box will be located at the main entrance to the City Hall, on the West side of the building, located at 8650 California Avenue, South Gate, CA 90280, starting at 8:30 AM on the date of the Bid Opening. Follow posted signs for the location of the Bid Drop Box. City staff will timestamp all Bids received. The Bidder shall leave the premise upon placing their Bid in the Bid Drop Box, so as to meet COVID-19 requirements for social distancing.

All Bids received prior to the date and time specified in the Notice Inviting Bids will be placed in the Bid Drop Box. It is the sole responsibility of the Bidder to see that the Bid is delivered and received on time. Any bid received after the date and time that bids are due, will be returned to the Bidder unopened.

**ATTACHMENT 1  
SUPPLEMENT TO INSTRUCTIONS TO BIDDERS**

**PART 2 - BID OPENING PROCEDURE AND PRELIMINARY BID RESULTS**

**A. Transfer of Bid Drop Box to City Council Conference Room by City Staff after Bid Closing Time**

Immediately after the date and time that the bids are due as specified in the Notice Inviting Bids, City staff will transfer the Bid Drop Box to the City Council Conference Room, where the bid opening will be recorded via a live webcast.

**B. Public Bid Opening**

All Bids submitted will be publicly opened at the City Council Conference Room and read aloud on the date, time and place specified in the Notice Inviting Bids.

1. The City Clerk will read the name of the Bidder and the Bid Amount of each Bid aloud; show the Bid Amount to the general public via the webcast; and log the Bid in the bidder's log for further confirmation that all bids were received. Any Bidder whose Bid was not opened during this process, shall immediately notify the City Clerk via the webcast or telephone when requested by the City Clerk, provided that the Bid was appropriately submitted in accordance with the requirements described above.
2. City Clerk will announce the name of the apparent low bidder and the Total Bid Amount at the conclusion.

**C. Webcast Bid Opening**

As a compliance measure with the State's and Los Angeles County's requirements for COVID-19, bidders are not allowed physical access to the City Hall, where the bid opening will take place. Instead, all Bidders may participate and view the Bid Opening via a webcast or listen via telephone on the date and time advertised in the Notice Inviting Bids. Bidders, and interested parties, may call starting at 10:50 a.m. Bidders may use a PC, Mac, iPad, iPhone or Android device to participate in the Bid Opening, or any device capable of operating the Zoom program.

The instructions to view and listen to the Bid Opening through the webcast are the following:

1. Click this URL to start or join Zoom: <https://zoom.us/j/94133465586>



**ATTACHMENT 1  
SUPPLEMENT TO INSTRUCTIONS TO BIDDERS**

The instructions to listen to the audio portion of the webcast are the following:

1. iPhone one tap  
+16699008833,,94133485586#
2. Telephone: (669) 900 - 6833    Webinar ID: 941 3348 5586

As a precautionary measure, a conference call will also be set up to listen to the Bid Opening live. This measure is implemented in case you are unable to access Zoom through the instructions above.

1. Dial: (323) 886-0950
2. To exit the teleconference, simply hang up your phone.

City will mute the teleconference and phone lines to prevent disruptions and distractions. It is preferred that participants wear headphones with microphone when on Zoom for clarity. Prior to the conclusion of the session, both Zoom and telephone lines will be unmuted to open for any questions from the participants. The City Clerk may repeat any questions asked and response separately on the two lines for clarity.

**PRELIMINARY BID RESULTS** will be posted on the City website within 24 hours after the bid opening. <http://www.cityofsouthgate.org/bids.aspx> and search under project name.

**FOR QUESTIONS ON BID RESULTS** Emilio M. Murga at (323) 357-6614 or email at [emurga@sogate.org](mailto:emurga@sogate.org)

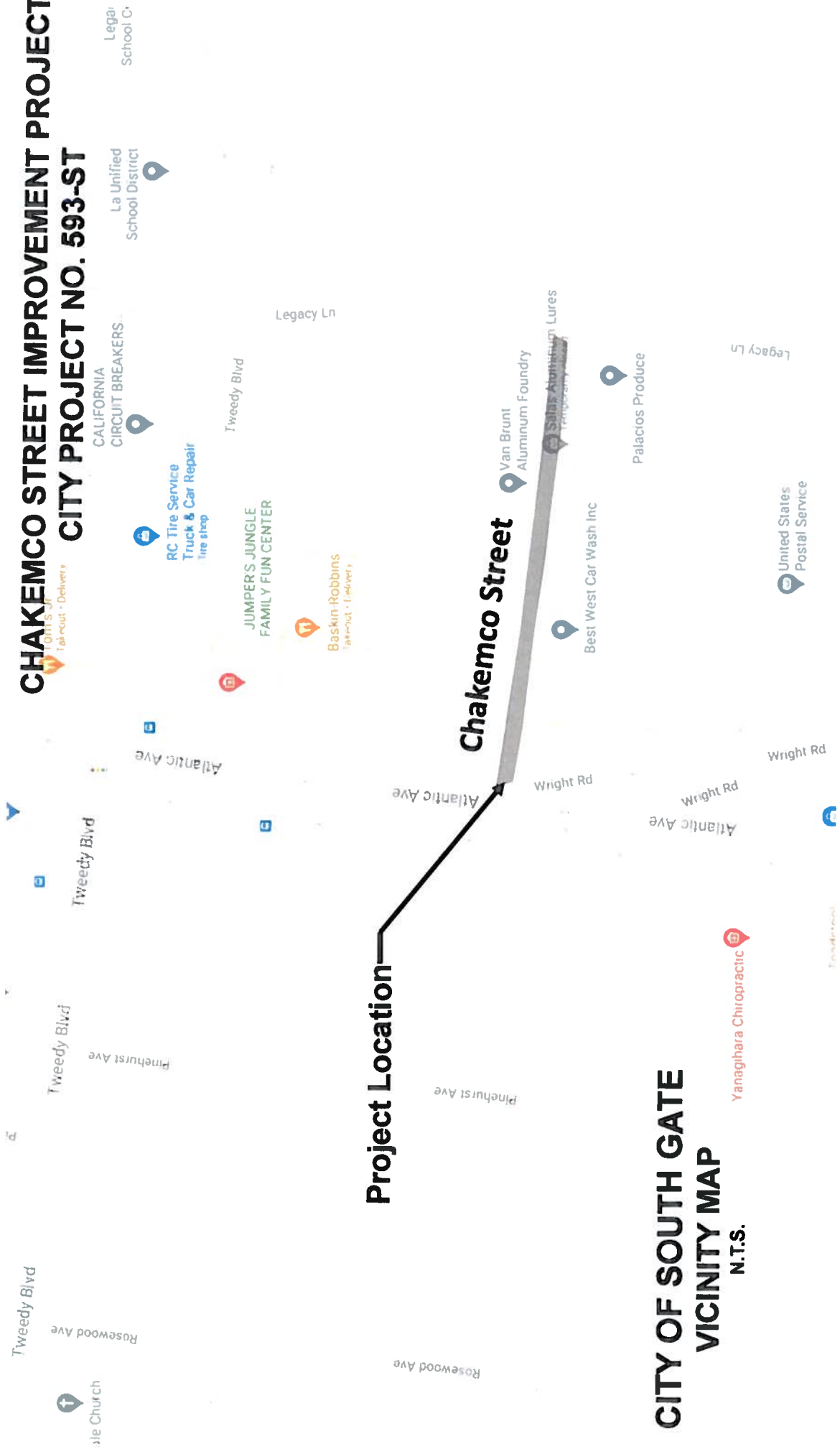


**CITY OF SOUTHWASTE  
CHANDLER STREET IMPROVEMENT PROJECT**

TASK	DESCRIPTION	Principal Engineer/ Project Manager, Joanna Rembis, PE	QA/QC Engineer V Reza Toorani	Sr. Construction Inspection	Admin Support	Material Field Inspection & Testing Concrete Consultants	Field Inspection & Staging Pick Up & Delivery Concrete Consultants	Sieve Analysis CTM 202	Sand Equivalent (SE) CTM 217	Maximum Density, Optimum Moisture, ASTM D1557	Office Support (Admin)	Project Manager	Principal Professional	EMSC SUBTOTAL
1	Pre-Construction Services	6												
2	Construction Administration	6												
3	Construction Administration Preparation	24												
4	Office Support	4												
5	Material Testing	4												
6	SE & Moisture Analysis Preparation	4												
7	Office Support	7												
8	Remburseable Expenses													
Remburseable Expenses: (Check to Remove) Professional Fees (Project, Material, etc.)														
<b>TOTAL (Check to Remove)</b>														

Our proposal fee is based on the 80 working days plus project change order in the RFP. EMSC will bill only actual hours worked per day on a time and material basis. Any unused hours will not be billed. The City will be charged a minimum of 2 hours for the Inspector arriving on site. The basis for our fee is provided as our current rate sheet. Any additional fees will be calculated based on the rate sheet. Material Transitions are billed at a 4-hour minimum (rounds for each site visit).  
 EMSC will make authorization of the City prior to completion of services requested by a contractor.

# CHAKEMCO STREET IMPROVEMENT PROJECT CITY PROJECT NO. 593-ST



## CITY OF SOUTH GATE VICINITY MAP N.T.S.

RECEIVED

City of South Gate

Item No. 8

NOV 5 2020

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

11:20am

For the Regular Meeting of: November 10, 2020

Originating Department: Public Works

Department Director:

*Arturo Cervantes*  
Arturo Cervantes

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: AMENDMENT NO. 3 TO CONTRACT NO. 3352 WITH THE TRUST FOR PUBLIC LAND FOR THE URBAN ORCHARD PROJECT**

**PURPOSE:** The City is collaborating with the Trust for Public Land (TPL), a non-profit organization, for the development and construction of the Urban Orchard Project (Project) under a unique partnership. Project services are paid for with grant funds. Amendment No. 3 to Contract No. 3352 will fund services and associated fees necessary to update Phase I, Cultural Resources Assessment and Section 106 Compliance Study. It will also fund permit fees paid to the California Department of Fish and Wildlife.

Council Member Hurtado should consider recusing himself from taking action on this item as he lives in close proximity to the proposed Project site, located at 9475 W. Frontage Road.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 3 to Contract No. 3352 with The Trust for Public Land to fund services and associated fees to update Phase I, Cultural Resources Assessment and Section 106 Compliance Study, as required for the Urban Orchard Project, and to fund permit fees from the California Department of Fish and Wildlife, in the amount of \$9,386; and
- b. Authorize the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Amendment No. 3 is in the amount of \$9,386, and it is funded as summarized below:

	Cost to City	Prop 1 Grant	LWCF Grant	Total
<b>Contract No. 3352</b>				
*Grant Applications, Public Outreach, Project Management		\$0		\$0
**Design				\$0
**Construction Support		\$381,350		\$381,350
<b>Amendment No. 1</b>	\$0			
***Environmental Services		\$34,350		\$34,350
<b>Amendment No. 2</b>				
***Historical Cultural Study		\$14,917		\$14,917
<b>Amendment No. 3</b>				
*** Cultural Resources Compliance & Permit Fees			\$9,386	\$9,386
<b>Total</b>	\$0	\$430,617	\$9,386	\$440,003

\* These services are funded by TPL at no cost to the City.

\*\* Funded by grants awarded to TPL for the Project.

\*\*\* Funded by grants awarded to the City for the Project.

**ANALYSIS:** As a part of the design development process, it was determined that additional analysis of cultural resources was necessary to comply with the requirements of the Land and Water Conservation Fund (LWCF) Grant. Amendment No. 3 is necessary to fund the scope of work of the additional analysis, and associated fees, which included the following: (1) An update to the Phase I, Section 106 Cultural Technical Letter Report, to ensure compliance with Federal regulations for the identification of any historic properties within the Project site, (2) Payment to the Auxiliary Service Corporation for a record research fee, and (3) Payment to the Native American Consultation for service fees. Amendment No. 3 is also necessary to fund permit fees paid to the California Fish and Wildlife (Agency). This is a requirement of the Agency due to the Project's impact to the Bandini Channel. The expense fees proposed under Amendment No. 3 are reimbursable by the LWCF Grant.

**BACKGROUND:** The Urban Orchard Project (Project) is a part of the Capital Improvement Program. The Project proposes to construct a new passive park along the Los Angeles River. A primary purpose of the Project is to divert and treat storm water run-off from the Los Angeles River. Phase I of the Urban Orchard Project will take place on a 7-acre site located at 9475 W. Frontage Road. This site is located between Firestone Boulevard to the north, the Thunderbird Villa Mobile Home Park to the south, the Los Angeles River to the west and I-710 Freeway to the east. If fully funded, Phase I improvements will include a community orchard with fruit trees, storm water diversion structures from the Bandini Channel to an underground reservoir and wetland, a constructed wetland with emergent vegetation, an education garden, a natural play area with a water element, multi-use exercise pathways, a knoll overlooking the wetland, picnic areas, exercise stations, public art, native shade trees, groundcover vegetation, irrigation system, pathway lighting a multi-use community building and a maintenance garage, and an extension of the Los Angeles River Trail. The Project currently has a budget shortfall of more than \$11 Million.

In 2018, staff submitted an application to the National Park Service, Land and Water Conservation Fund, Competitive Program administered by California Department of Parks and Recreation. The Project was selected and awarded a \$3,000,000 grant. The LWCF grant will fund construction of improvements such as rough and fine grading, elements for the education garden, and landscape improvements.

The expenses included in Amendment No. 3, are needed to comply with LWCF Grant requirements. They are also needed to procure regulatory permits for the Project.

**ATTACHMENTS:**

- A. Proposed Amendment No. 3
- B. Amendment No. 1 and 2
- C. Contract No. 3352
- D. Location Map

AC/GD:lc

**AMENDMENT NO. 3 TO CONTRACT NO. 3352  
FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT AND  
CONSTRUCTION OF THE URBAN ORCHARD PROJECT BETWEEN  
THE CITY OF SOUTH GATE AND THE TRUST FOR PUBLIC LAND**

This Amendment No. 3 to Contract No. 3352 for Professional Services for the development and construction of the Urban Orchard Project ("Amendment No. 3"), is made and entered into on November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and The Trust for Public Land, a California non-profit benefit corporation ("TPL"). City and TPL are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, on August 8, 2017, the City Council approved Contract No. 3352 for Professional Services with TPL ("Agreement") to provide program and project management services to assure coordination and cohesion of the Urban Orchard Project, through and including August 21, 2020, in an amount not to exceed Three Hundred Eighty-One Thousand Three Hundred Fifty Dollars (\$381,350);

**WHEREAS**, the Urban Orchard Project is a proposal for a 7-acre, passive park along the Los Angeles River and the I-710 Freeway, with a primary purpose of providing storm water run-off treatment and providing recreation and open space. The park improvements under design include, but are not limited to, a community orchard with fruit trees, native shade trees, storm water diversion structures from the Bandini Channel, a constructed wetland with emergent vegetation, an education garden, a knoll overlooking the wetland, a multi-use community building, irrigation and utilities, a natural play area with a water element, multi-use exercise pathways, picnic areas, exercise stations, public art, groundcover vegetation, pathway lighting and a maintenance garage;

**WHEREAS**, on January 22, 2019, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") to conduct the environmental soil characterization needed to prepare the soil management plan to aid in ensuring proper and efficient soil handling and disposal during the excavation and construction activities for the Urban Orchard Project, in an amount not to exceed Thirty-Four Thousand Three Hundred Fifty Dollars (\$34,350), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Four Hundred Fifteen Thousand Seven Hundred Dollars (\$415,700);

**WHEREAS**, on July 9, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") to extend the scope and services to supplement the (a) Phase I, Cultural Resources Assessment and Section 106 Compliance Study, and (b) a Jurisdictional Delineation Report for the Urban Orchard Project; through and including August 20, 2021, in an amount not to exceed Fourteen Thousand Nine Hundred Seventeen Dollars (\$14,917), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Four Hundred Thirty Thousand Six Hundred Seventeen Dollars (\$430,617); and

**WHEREAS**, City and TPL desire to execute Amendment No. 3 to fund the additional services performed to update Phase I, Cultural Resources Assessment and Section 106 Compliance Study and to fund permit fees as identified in Exhibit "A" attached hereto, in an amount not to exceed Nine Thousand Three Hundred Eighty-Six Dollars (\$9,386), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a sum of Four Hundred Forty Thousand Three Dollars (\$440,003).

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

**a. SCOPE OF SERVICES.**

TPL shall extend its scope of work and services to City as identified in Exhibit "A."

**b. COMPENSATION OF SERVICES.**

The amount of compensation paid by the City to TPL for the work identified in Exhibit "A" shall not exceed **Nine Thousand Three Hundred and Eighty-Six Dollars (\$9,386)**. The aggregate total sum of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall not exceed Four-Hundred Forty-Thousand Three Dollars (\$440,003).

**c. EFFECT OF AMENDMENTS.**

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, the Agreement shall remain unchanged during the term of the Agreement. All of the recitals to this Amendment No. 3 are incorporated into the Agreement as modified by this Amendment No. 3. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]



**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Raul F. Salinas, City Attorney

**THE TRUST FOR PUBLIC LAND:**

By: \_\_\_\_\_  
Gilman Miller, Senior Counsel

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

# EXHIBIT A



July 15, 2020

135 W Green St  
Suite 200  
Pasadena, CA  
91105  
t: 323.223.0441  
f: 626.204.4444  
tpl.org

RE: Urban Orchard Additional Service Request

Dear Gladis,

We are requesting an additional service for items TPL has accrued and paid for in an effort to keep the project moving forward. Our contract needs to be amended in order to bill LWCF a grand total of \$9,386.03. Listed below are the items we are requesting reimbursement.

Invoice #:	Company Name	Amount
24247	Auxiliary Services corp.	\$225.00
26884	Gabrieleno Tongva Tribal	\$520.00
26886	VCS Environmental	\$1,500.00
26886	VCS Environmental	\$3,852.28
<u>28103</u>	<u>California Depart. of Fish &amp; Wildlife</u>	<u>\$3,288.75</u>
	<b>Grand Total:</b>	<b>\$9,386.03</b>

**Item Expense Summary:**

- Auxiliary Services Corporation. Fee include records search for the project.
- Gabrieleno Tongva Tribal. Native American Consultation to conduct survey.
- VCS Environmental to update Phase 1, Section 106 Cultural Resources Study and for the preparation of the Delineation Report.
- California Department of Fish and Wildlife permit fee.

Please feel free to reach out to us with any questions or comments you may have regarding the above.

Sincerely,

Matilda Reyes  
Project Manager

THE TRUST FOR PUBLIC LAND

**WRO**

**CHECK REQUEST**

Vendor # \_\_\_\_\_

Date 11/27/2017 Dept # 313 170 Dept Name: LAFO

Make Check Payable to:

Auxiliary Services Corporation  
South Central Coastal Info Center  
800 N State College Blvd (MH-426)  
Fullerton, CA 92831

**Payment Timing:**

Normal (Net 30)

Priority (Net 15) 12/4/2017

Date Needed

Proj. Name: Urban Orchard

**Handling:**

Mail to payee Please send scan of check to Edna  
 edna.robidas@tpl.org

Return to \_\_\_\_\_

(Name/Phone Number)

Other \_\_\_\_\_

Distribution:

**ATTACH ALL BACK-UP DOCUMENTATION**

Invoice #	Dept #	GL Acct #	X-Org	Project #	Amount	Analysis
<u>4312</u>	<u>313</u>	<u>81100</u>		<u>31085</u>	<u>\$225.00</u>	<u>PPG F</u>
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
<b>Total</b>					<u>\$225.00</u>	

Is the work performed under contract?  Yes  No

<b>Approvals:</b>		Option Payment <input type="checkbox"/> Yes
Requested By: <u>Robin Mark</u> (Print Name)	<u>SEE BELOW</u> (Signature)	Funding Source _____
Approved By: <u>Robin Mark</u> (Print Name)	<u>See Attached</u> (Signature)	_____
Legal Dept: _____ (Print Name)	_____ (Signature)	Grants Charged/Other Instructions _____
Finance: _____ (Print Name)	_____ (Signature)	_____

WRO/12/01/03

# Invoice

**Auxiliary Services Corporation (ASC)**  
**South Central Coastal Info Center (SCCIC)**  
**800 N State College Blvd (MH-426)**  
**Fullerton CA 92831**  
**657.278.5395**

Date	Invoice #
11/27/2017	4312

**Bill To**

The Trust for Public Land  
 Eva Kuczynski  
 101 Montgomery Street  
 Suite 900  
 San Francisco CA 94104

**Ship To**

The Trust for Public Land  
 Eva Kuczynski  
 101 Montgomery Street  
 Suite 900  
 San Francisco CA 94104

SCCIC No.	Client	Project ID	Research Date	Terms
18291.4312	Eva Kuczynski	Urban Orchard Development	11/27/2017	Pre-pay
Quantity	Description		Rate	Amount
1	County ID (19)		0.00	0.00
1.5	Non-Confidential Summary - per hour		150.00	225.00
<p><i>OK to pay</i>  <i>Robin Mark 11-27-17</i>  <i>See Attached</i></p>				

Thank you for using the California Historical Resources Information System (C.H.R.I.S.).

**Make checks payable to ASC & mail to address above.**  
**Credit cards are not accepted.**  
**Invoice reprints subject to a \$40 staff-time fee.**

**Total** \$225.00

## Edna Robidas

---

**From:** Robin Mark  
**Sent:** Monday, November 27, 2017 7:55 PM  
**To:** Edna Robidas  
**Subject:** RE: Invoice for Approval - ASC/Urban Orchard

Approved!!

Robin Mark  
O: 323.223.0441 ext. 14  
C: 323.333.6310

**From:** Edna Robidas  
**Sent:** Monday, November 27, 2017 3:20 PM  
**To:** Robin Mark <Robin.Mark@tpl.org>  
**Subject:** Invoice for Approval - ASC/Urban Orchard

Hi Robin,

Can you provide your expenditure approval for the invoice? All you need to do is respond to this email with "approved" and I'll package it together with the invoice and send it over to Finance so they can get rolling.

Thanks!  
-Edna

**FOR FINANCE**  
INV: 4312  
AMOUNT: \$225.00  
VENDOR: Auxiliary Services Corporation  
SERVICE: Records search

Edna Robidas | Project Associate  
135 West Green Street, Suite 200, Pasadena, CA 91105  
T: 323.223.0441 x15 | E: [edna.robidas@tpl.org](mailto:edna.robidas@tpl.org)

[The Trust for Public Land | tpl.org](http://TheTrustforPublicLand.org)  
Creating parks and protecting land for people



101 MONTGOMERY STREET, SAN FRANCISCO, CA 94104

No. 185219

Check Date: 11/29/2017

AUXILIARY SERVICES CORPORATION, SOUTH CENTRAL COASTAL INFO C., 800 N. STATE COLLEGE BLVD. (MH-426), FULLERTON CA 92831

Date	Invoice	Gross Amount	Discount Amount	Net Amount Paid	
11/27/17	4312	\$225.00	\$0.00	\$225.00	
Detach at Perforation Before Depositing Check 24247		<b>Totals</b>	\$225.00	\$0.00	\$225.00

No. 185219

Check Date: 11/29/2017

AUXILIARY SERVICES CORPORATION, SOUTH CENTRAL COASTAL INFO C., 800 N. STATE COLLEGE BLVD. (MH-426), FULLERTON CA 92831

Date	Invoice	Gross Amount	Discount Amount	Net Amount Paid	
11/27/17	4312	\$225.00	\$0.00	\$225.00	
Detach at Perforation Before Depositing Check 24247		<b>Totals</b>	\$225.00	\$0.00	\$225.00

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



THE TRUST FOR PUBLIC LAND  
101 Montgomery Street  
9th Floor  
San Francisco, CA 94104  
415.495.4014

Wells Fargo  
420 Montgomery Street, 8th Floor  
MAC A0101-096  
San Francisco, CA 94104  
11-24/1210

Check No. 185219

Check Date  
11/29/2017

PAY *Two Hundred Twenty Five and 00/100 Dollars*

Check Amount  
\$ \*\*\*\*\*225.00

Void After 90 Days

TO THE ORDER OF  
AUXILIARY SERVICES CORPORATION  
SOUTH CENTRAL COASTAL INFO C.  
800 N. STATE COLLEGE BLVD  
(MH-426)  
FULLERTON CA 92831

*[Signature]*



⑈00185219⑈ ⑆221000248⑆ 46215⑈73414⑈

**THE TRUST FOR PUBLIC LAND**

**WRO**

**CHECK REQUEST**

Vendor # \_\_\_\_\_

Date 1/17/2018 Dept # 313 170 Dept Name: LAFO

**Make Check Payable to:**  
Gabrieleno Tongva Tribal Consultants  
2077 East Greenhaven Street  
Covina, CA 91724

**Payment Timing:**  
 Normal (Net 30)  
 Priority (Net 15) 1/26/2018  
 Date Needed

Proj. Name: Urban Orchard

**Handling:**  
 Mail to payee  
 Return to Tori Kjer  
(323) 223-0441 ext.11  
 (Name/Phone Number)  
 Other \_\_\_\_\_

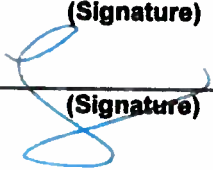
**Reason for Expenditure:**  
Native American Consultation

**Distribution:**

**ATTACH ALL BACK-UP DOCUMENTATION**

Invoice #	Dept #	GL Acct #	X-Org	Project #	Amount	Analysis
_____	<u>313</u>	<u>81100</u>		<u>31085</u>	<u>\$520.00</u>	<u>PPG F</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
<b>Total</b>					<u>\$520.00</u>	

Is the work performed under contract?  Yes  No

<b>Approvals:</b>		Option Payment <input type="checkbox"/> Yes
Requested By: <u>Tori Kjer</u> (Print Name)	<u>SEE BELOW</u> (Signature)	Funding Source _____
Approved By: <u>Tori Kjer</u> (Print Name)	 (Signature)	_____
Legal Dept: _____ (Print Name)	_____ (Signature)	Grants Charged/Other Instructions _____
Finance: _____ (Print Name)	_____ (Signature)	_____

WRO/12/01/03



## GABRIELENO/TONGVA

### SAN GABRIEL BAND OF MISSION INDIANS

#### RATE SHEET PROPOSAL

The Trust for Public Land  
101 Montgomery Street Suite 900  
San Francisco, CA 94104

**RE : Urban Orchard Site**

Native American Consultant : Gabrieleno Tongva Tribal Consultants

Contact : Adrian Morales

Address : 2077 East Greenhaven Street , Covina , CA. 91724

Phone : (626) 209-7642

Email : [moralesadrian66@yahoo.com](mailto:moralesadrian66@yahoo.com)

Time Compensation Rate : \$ 65.00 per hour / 520.00, inclusive of travel expenses.

Services Rendered : Survey

OK to sign  
John Morales

1-17-18



**No. 186368**

**Check Date: 01/19/2018**

**GABRIELENO TONGVA TRIBAL, CONSULTANS, 2077 EAST GREENHAVEN ST, COVINA CA 91724**

Date	Invoice	Gross Amount	Discount Amount	Net Amount Paid
01/17/18	CKREQ011718	\$520.00	\$0.00	\$520.00
<b>Totals</b>		<b>\$520.00</b>	<b>\$0.00</b>	<b>\$520.00</b>

Detach at Perforation Before Depositing Check  
26884

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.



**THE TRUST FOR PUBLIC LAND**  
101 Montgomery Street  
9th Floor  
San Francisco, CA 94104  
415 495 4014

**Wells Fargo**  
420 Montgomery Street, 9th Floor  
MAC A0101-096  
San Francisco, CA 94104  
11-24/1210

**Check No. 186368**

Check Date  
01/19/2018

PAY *Five Hundred Twenty and 00/100 Dollars*

Check Amount  
\$ \*\*\*\*\*520.00

Void After 90 Days

TO THE ORDER OF  
**GABRIELENO TONGVA TRIBAL  
CONSULTANS  
2077 EAST GREENHAVEN ST.  
COVINA CA 91724**

*[Signature]*



**THE TRUST FOR PUBLIC LAND  
WRO**

**CHECK REQUEST**

Vendor # \_\_\_\_\_

Date 1/11/2018 Dept # 313 170 Dept Name: LAFO

**Make Check Payable to:**  
VCS Environmental  
30900 Rancho Viejo Rd, Suite 100  
San Juan Capistrano, CA 92675

**Payment Timing:**  
 Normal (Net 30)  
 Priority (Net 15) 1/22/2018  
 Date Needed

**Handling:**  
 Mail to payee Please email scan of check to Edna:  
edna.robidas@tpl.org  
 (Name/Phone Number )  
 Return to \_\_\_\_\_  
 Other \_\_\_\_\_


Proj. Name: Urban Orchard

**Reason for Expenditure:**  
Retainer fee for Cultural Resources Study

**Distribution: ATTACH ALL BACK-UP DOCUMENTATION**

Invoice #	Dept #	GL Acct #	X-Org	Project #	Amount	Analysis
	<u>313</u>	<u>81100</u>		<u>31085</u>	<u>\$1,500.00</u>	<u>PPG F</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
<b>Total</b>					<u>\$1,500.00</u>	

Is the work performed under contract?  Yes  No

<b>Approvals:</b>		Option Payment <input type="checkbox"/> Yes
Requested By: <u>Tori Kjer</u> (Print Name)	<u>SEE BELOW</u> (Signature)	Funding Source _____
Approved By: <u>Tori Kjer</u> (Print Name)	 (Signature)	_____
Legal Dept: _____ (Print Name)	_____ (Signature)	Grants Charged/Other Instructions _____
Finance: _____ (Print Name)	_____ (Signature)	_____

WRO/12/01/03



**VCS Environmental**

EXPERT SOLUTIONS CEQA/NEPA Biology Regulatory

January 10, 2018

Robin Mark  
Project Manager  
THE TRUST FOR PUBLIC LAND  
135 West Green Street, Suite 200  
Pasadena, CA 91105

**Subject:** Scope of Work for Completing a Phase I, Section 106 Cultural Resources Study for the Urban Orchard Project, City of South Gate, California

Ms. Mark:

VCS Environmental (VCS) appreciates the opportunity to provide you with this proposal for a partial Phase I, Section 106 of NHPA compliant cultural resources assessment for the proposed Urban Orchard Park Project, South Gate, California. The study will consist of a summary of the archaeological records search previously obtained by the Trust for Public Land, a summary of Native American consultation currently being undertaken by the Trust for Public Land and City of South Gate, a pedestrian survey of the Project site, and preparation of a Cultural Resources Technical letter report that summarizes the cultural resources effort, describes the results of the survey, and provides recommendations for any additional identification, evaluation, or mitigation work that may be needed.

Patrick Maxon, RPA will be the Principal Investigator and Project Manager for the project. Mr. Maxon meets the professional standards of the Secretary of the Interior for Archaeology (36 Code of Federal Regulations [CFR] 61) and is a Registered Professional Archaeologist (RPA). With 24 years of professional cultural resources management experience in Southern California, he has considerable project experience in Los Angeles and will be overseeing this work.

#### *Scope of Work*

- 1. AREA OF POTENTIAL EFFECTS MAP**  
VCS will develop an Area of Potential Effects exhibit that depicts and includes all areas of the proposed project where there is a potential for effects to cultural resources that could occur as a result of the project. VCS will produce the map. This cost reflects incorporating one round of comments or changes to the map.
- 2. ARCHAEOLOGICAL LITERATURE REVIEW**  
VCS will review the records search previously obtained by the Trust for Public Land of the proposed project, including a half-mile radius buffer, in the California Historical Resources Information System (CHRIS) at the South Central Coastal Information Center, California State University, Fullerton. The results of the search include an examination of the Historic Resource Inventory (HRI) which contains listings for the National Register of Historic Places (NRHP), the California Register of Historical Resources

(CRHR), California Historical Landmarks, and California Points of Historical Interest properties. The results will be compiled and summarized in the Cultural Resources Technical Letter Report.

**3. PEDESTRIAN SURVEY**

A VCS archaeologist will conduct a pedestrian survey of the Project site. The survey will examine any exposed soils for evidence of any historic or prehistoric cultural resources. This scope does not include fees for recording or evaluating any cultural resources.

**4. CULTURAL RESOURCES TECHNICAL REPORT**

VCS will prepare a Phase I Cultural Resources Technical Letter Report pursuant to Section 106 of the National Historic Preservation Act (NHPA) to ensure compliance with Federal regulations for the identification of any historic properties that may exist in the Project site. The report will include the results of background research, scoping efforts, survey results, and will include an Effects Analysis to determine if the project has the potential to cause adverse effects to historic properties (cultural resources). This scope assumes a historical evaluation of built environment resources will not be necessary as the property is devoid of structures more than 50 years old and no historic evaluation is anticipated. This cost reflects incorporating one round of comments. Additional review time will be billed on a time and materials basis.

Total \$4,890

This is a not to exceed budget, based on hourly assumptions. We will not exceed budget authority without advance approval from you.

Thank you for consideration of our request. To authorize VCS to proceed, please provide a retainer in the amount of \$1,500 (30% of the total fee), sign below and return. Please contact Pat Maxon at [pmaxon@vcsevironmental.com](mailto:pmaxon@vcsevironmental.com) or 949-234-6077, or Julie Beeman at 949-234-6070 with any questions.

Sincerely,



Julie Beeman  
President

*OK to sign  
Karin max*



*1-17-18*

Attachment: VCS Environmental 2018 Fee Schedule

Authorization \_\_\_\_\_ Date 1/11/18

1: (proposals scopes\_change orders)\the trust for public lands\ban orchard sow\_011018.docx



**VCS Environmental  
2018 Fee Schedule**

President	\$250/hour
Director, Cultural Services	\$215/hour
Director, Regulatory Services	\$215/hour
Director, Biological Services	\$215/hour
Director, Environmental Planning	\$215/hour
Senior Project Manager	\$199/hour
Senior Biologist	\$199/hour
Project Manager	\$189/hour
Biologist	\$184/hour
Assistant Project Manager	\$178/hour
Project Coordinator	\$158/hour
Senior Biologist	\$153/hour
Archaeologist	\$120/hour
Field Monitor/Technician	\$95/hour
Field Assistant	\$92/hour
Office Assistant	\$107/hour

**REIMBURSABLE EXPENSES.** Expenses incurred directly for the Client's project will be billed at the actual cost and are not included in the original contract amount. Expenses include, but are not limited to, reprographics, Federal Express, necessary transportation costs including mileage by automobile at the IRS reimbursement rate, toll road fees, meals and lodging, computer services and photocopying.

**PAYMENT DUE.** Invoices are due upon presentation and shall be considered past due if not paid within 15 (fifteen) calendar days of the due date. Finance charges, computed by a "Periodic Rate" of 1-1/2% per month, will be charged on all past due amounts.

**CHANGE ORDERS.** Change Orders may be subject to future fee schedule increases.



101 MONTGOMERY STREET, SAN FRANCISCO, CA 94104

**No. 186427**  
Check Date: 01/19/2018

**VCS ENVIRONMENTAL, 30900 RANCHO VIEJO ROAD, SUITE 100, SAN JUAN CAPISTRAN CA 92675**

Date	Invoice	Gross Amount	Discount Amount	Net Amount Paid
01/10/18	STM011018	\$1,500.00	\$0.00	\$1,500.00
<b>Totals</b>		<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>

Detach at Perforation Before Depositing Check  
26886

**No. 186427**

Check Date: 01/19/2018

**VCS ENVIRONMENTAL, 30900 RANCHO VIEJO ROAD, SUITE 100, SAN JUAN CAPISTRAN CA 92675**

Date	Invoice	Gross Amount	Discount Amount	Net Amount Paid
01/10/18	STM011018	\$1,500.00	\$0.00	\$1,500.00
<b>Totals</b>		<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>

Detach at Perforation Before Depositing Check  
26886

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



**THE TRUST FOR PUBLIC LAND**  
101 Montgomery Street  
9th Floor  
San Francisco, CA 94104  
415.495.4014

Wells Fargo  
420 Montgomery Street, 9th Floor  
MAC A0101-096  
San Francisco, CA 94104  
11-24/1210

Check No. 186427

Check Date  
01/19/2018

PAY *One Thousand Five Hundred and 00/100 Dollars*

Check Amount  
\$ \*\*\*\*\*1,500.00

Void After 90 Days

TO THE ORDER OF **VCS ENVIRONMENTAL**  
**30900 RANCHO VIEJO ROAD**  
**SUITE 100**  
**SAN JUAN CAPISTRAN CA 92675**

*[Signature]*



⑈00 1864 27⑈ 12 2 1000 248⑈ 4 6 2 25⑈ 734 64⑈

**THE TRUST FOR PUBLIC LAND**

**WRO**

**CHECK REQUEST**

Vendor # \_\_\_\_\_

Date 2/12/2018 Dept # 313 170 Dept Name: LAFO

**Make Check Payable to:**  
VCS Environmental  
30900 Rancho Viejo Rd, Suite 100  
San Juan Capistrano, CA 92675

**Payment Timing:**  
 Normal (Net 30)  
 Priority (Net 15) 3/5/2018  
 Date Needed

**Handling:**  
 Mail to payee  
 Return to Tori Kjer  
(323) 223-0447 ext.11  
 (Name/Phone Number)  
 Other

Proj. Name: Urban Orchard

**Reason for Expenditure:**  
Cultural Resources Study

**Distribution:**

**ATTACH ALL BACK-UP DOCUMENTATION**

Invoice #	Dept #	GL Acct #	X-Org	Project #	Amount	Analysis
<u>16561</u>	<u>313</u>	<u>81100</u>		<u>31085</u>	<u>\$3,852.28</u>	<u>PPG F</u>
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
_____	_____	_____		_____	_____	_____
<b>Total</b>					<u>\$3,852.28</u>	

Is the work performed under contract?  Yes  No

**Approvals:**

Requested By: Tori Kjer SEE BELOW  
 (Print Name) (Signature)

Approved By: Tori Kjer  
 (Print Name) (Signature)

Legal Dept: \_\_\_\_\_  
 (Print Name) (Signature)

Finance: \_\_\_\_\_  
 (Print Name) (Signature)

Option Payment  Yes

Funding Source \_\_\_\_\_

Grants Charged/Other Instructions \_\_\_\_\_

WRO/12/01/03



# VCS Environmental

EXPERT SOLUTIONS CEQA-NEPA . Biology . Regulatory

30900 Rancho Viejo Rd. #100 San Juan Capistrano, CA 92675

THE TRUST FOR PUBLIC LAND  
Robin Mark  
135 West Green Street, Suite 200  
Pasadena, CA 91105

Invoice number 16561  
Date 02/08/2018

Project 282 Urban Orchard Project

Professional services through Jan 31 2018

## 282.01 Completion of Cultural Resources Study

### Professional Fees

	Date	Hours	Rate	Billed Amount
Julie C. Beeman				
	01/23/2018	0.25	250.00	62.50
<i>Review cultural report</i>				
Max Ketabi				
	01/12/2018	1.50	178.00	267.00
<i>digitize project site, and prepare APE (aerial, USGS) maps</i>				
	01/17/2018	0.50	178.00	89.00
<i>revise APE graphics.</i>				
	01/18/2018	0.25	178.00	44.50
<i>revise APE parcel. Take small parcels out.</i>				
Pat O. Maxon				
	01/11/2018	1.00	215.00	215.00
<i>Section 106 report</i>				
	01/12/2018	4.00	215.00	860.00
<i>Section 106 report</i>				
	01/15/2018	4.00	215.00	860.00
<i>Report</i>				
	01/16/2018	1.00	215.00	215.00
<i>Report</i>				
	01/17/2018	1.00	215.00	215.00
<i>Survey Prep</i>				
	01/18/2018	4.00	215.00	860.00
<i>Field survey</i>				
	01/19/2018	3.00	215.00	645.00
<i>Report</i>				
	01/23/2018	3.00	215.00	645.00
<i>Section 106 report submittal</i>				
	01/24/2018	1.00	215.00	215.00
<i>Robert Dorame call and email regarding village site</i>				
	01/26/2018	0.50	215.00	107.50
<i>Section 106 report</i>				





# VCS Environmental

EXPERT SOLUTIONS CEQA-NEPA . Biology . Regulatory

30900 Rancho Viejo Rd. #100 San Juan Capistrano, CA 92675

THE TRUST FOR PUBLIC LAND

Project 282 Urban Orchard Project

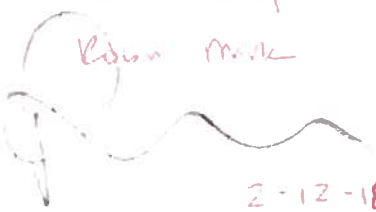
Invoice number 16561

Date 02/08/2018

## 282.01 Completion of Cultural Resources Study

Reimbursables

	Units	Rate	Billed Amount
01/18/2018			
Pat O. Maxon			
Miles	95.00	0.545	51.78
Phase subtotal			5,352.28
		Invoice total	5,352.28
		Prepayment applied	-1,500.00
		Amount due this invoice	3,852.28

OK to Pay  
 Robin Mark  
  
 2-12-18

**No. 187036**

**Check Date: 02/16/2018**

**VCS ENVIRONMENTAL, 30900 RANCHO VIEJO ROAD, SUITE 100, SAN JUAN CAPISTRAN CA 92675**

Date	Invoice	Gross Amount	Discount Amount	Net Amount Paid
02/08/18	16561	\$3,852.28	\$0.00	\$3,852.28
<b>Totals</b>		<b>\$3,852.28</b>	<b>\$0.00</b>	<b>\$3,852.28</b>

Detach at Perforation Before Depositing Check  
26886

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



**THE TRUST FOR PUBLIC LAND**  
101 Montgomery Street  
9th Floor  
San Francisco, CA 94104  
415.495.4014

Wells Fargo  
420 Montgomery Street, 9th Floor  
MAC A0101-096  
San Francisco, CA 94104  
11-24/1210

**Check No. 187036**

Check Date  
02/16/2018

PAY *Three Thousand Eight Hundred Fifty Two and 28/100 Dollars*

Check Amount  
\$ \*\*\*\*3,852.28

VOID AFTER 90 DAYS

TO THE ORDER OF  
**VCS ENVIRONMENTAL**  
**30900 RANCHO VIEJO ROAD**  
**SUITE 100**  
**SAN JUAN CAPISTRAN CA 92675**



No. 199917

Check Date: 11/08/2019

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, 3883 RUFFIN ROAD, SAN DIEGO CA 92123

Date	Invoice	Gross Amount	Discount Amount	Net Amount Paid
10/30/19	FEE103019	\$3,288.75	\$0.00	\$3,288.75
Totals		\$3,288.75	\$0.00	\$3,288.75

Detach at Perforation Before Depositing Check  
28103

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS



**THE TRUST FOR PUBLIC LAND**  
101 Montgomery Street  
9th Floor  
San Francisco, CA 94104  
415 495 4014

Wells Fargo  
420 Montgomery Street, 9th Floor  
MAC A0101-096  
San Francisco, CA 94104  
11-24/1210

Check No. 199917

Check Date  
11/08/2019

PAY *Three Thousand Two Hundred Eighty Eight and 75/100 Dollars*

Check Amount  
\$ \*\*\*\*3,288.75

Void After 90 Days

TO THE ORDER OF  
**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
3883 RUFFIN ROAD  
SAN DIEGO CA 92123

*Dunne*

⑈00 199917⑈ ⑆ 121000248⑆ 44215⑈ 73414⑈

**AMENDMENT NO. 2 TO CONTRACT NO. 3352  
FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT AND CONSTRUCTION  
OF THE URBAN ORCHARD PROJECT BETWEEN THE CITY OF SOUTH GATE  
AND THE TRUST FOR PUBLIC LAND**

This Amendment No. 2 to Contract No. 3352 for Professional Services with The Trust for Public Land ("Amendment No. 2"), is made and entered into on July 9, 2019, by and between the City of South Gate, a municipal corporation ("City"), and The Trust for Public Land, a California non-profit benefit corporation ("TPL"). City and TPL are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, on August 8, 2017, the City Council approved Contract No. 3352 for Professional Services with TPL ("Agreement") to provide program and project management services to assure coordination and cohesion of the Urban Orchard Project, through and until August 21, 2020, in the amount not to exceed Three Hundred Eighty-One Thousand Three Hundred-Fifty dollars and Zero Cents (\$381,350); and

**WHEREAS**, on January 9, 2019, the City Council approved Amendment No. 1 to Agreement ("Amendment No. 1") to conduct the environmental soil characterization needed to prepare the soil management plan to aid in ensuring proper and efficient soil handling and disposal during the excavation and construction activities for the Urban Orchard Project, through and until August 21, 2020, with an increase to Agreement amount by an additional, not to exceed, Thirty-Four Thousand Three Hundred Fifty dollars and Zero Cents (\$34,350), under the terms and conditions of the Agreement, bringing the aggregate total of Agreement and Amendment No. 1 to a sum of Four Hundred Fifteen Thousand Seven Hundred dollars and Zero Cents (\$415,700); and

**WHEREAS**, City desires to again extend the scope and services to supplement the cultural resources assessment study and a delineation report for the Urban Orchard Project as identified on the proposal attached hereto as Exhibit A; and

**WHEREAS**, City and TPL desire to extend Agreement to perform scope of work and services as identified in Exhibit A and provide additional compensation to TPL, through and until December 31, 2021, in the amount not to exceed Fourteen Thousand Nine Hundred Seventeen dollars and Zero Cents (\$14,917), under the terms and conditions of the Agreement, bringing the aggregate total of Agreement, Amendment No. 1 and this Amendment No. 2 to a sum of Four Hundred Thirty Thousand Six Hundred Seventeen and Zero Cents (\$430,617);

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATIONS TO AGREEMENT.**

- a. **SCOPE OF SERVICES.** TPL shall extend its scope of work and services to City as identified in Exhibit A and supplement the existing Environmental Phase I, Section 106 of National Historic Preservation Act compliant cultural resources assessment and develop a delineation report for the Urban Orchard Project. Said scope of work and fee proposal is made part of this Amendment No. 2.
- b. **COMPENSATION OF SERVICES.** The amount of compensation paid by City to TPL for the modified work and services identified in Exhibit A shall be increased to an amount not to exceed Fourteen Thousand Nine Hundred Seventeen and Zero Cents (\$14,917).
- c. **TERM OF AGREEMENT.** The term of Agreement shall be extended from date when the Agreement and Amendment No. 1 expire on August 21, 2020 to December 31, 2021.

**2. EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement, and all attachments, recitals and Exhibits therein and thereto, shall remain in full force. All of the recitals to this Amendment No. 2 are incorporated into the Agreement as modified by this Amendment No. 2. City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally]


**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**

  
\_\_\_\_\_  
Jorge Morales, Mayor

Dated: 7/23/19

**ATTEST:**

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

**THE TRUST FOR PUBLIC LAND:**

  
\_\_\_\_\_  
Gilman Miller, Senior Counsel

Dated: 7-9-2019



135 W Green St  
Suite 200  
Pasadena, CA  
91105  
t: 323.223.0441  
f: 626.204.4444  
tpl.org

June 19, 2019

**RE: Urban Orchard Additional Services**

Dear Gladis:

In response to the need for Vandermost Consulting Services, Inc., to perform additional scope of work to update the Phase I, Section 106 Cultural Resources Study and preparing a Delineation Report to include and evaluate the Bandini Channel for the Urban Orchard Project, I have prepared this letter proposal for additional services. The tasks associated with this additional service are to revise the existing Phase I, Section 106 of NHPA compliant cultural resources assessment (Maxon 2018) and a Delineation Report for the proposed Urban Orchard Park Project in South Gate as required by the Army Corp of Engineers.

Vandermost Consulting Services, Inc: Lump sum/fixed fee - \$14,917

Cost proposal attached.

Sincerely,

Robin Mark  
Project Manager  
The Trust for Public Land

**May 30, 2019**

**Robin Mark  
Project Manager  
THE TRUST FOR PUBLIC LAND  
135 West Green Street, Suite 200  
Pasadena, CA 91105**

**Subject: Scope of Work for updating the Phase I, Section 106 Cultural Resources Study and preparing a Delineation Report to include and evaluate the Bandini Channel for the Urban Orchard Project, City of South Gate, California**

**Ms. Mark:**

**Please consider this letter a scope of work for Vandermost Consulting Services, Inc. doing business as VCS Environmental (VCS) to assist you by revising the existing Phase I, Section 106 of NHPA compliant cultural resources assessment (Maxon 2018) and a Delineation Report for the proposed Urban Orchard Park Project in South Gate. We are requesting a budget of \$14,917 for the proposed study and delineation report which will consist of the following:**

- 1. Revising the Area of Potential Effects (APE) Map to include the Bandini Channel, which runs immediately west of and parallel to the Project APE.**
- 2. Preparation of a historic resources evaluation of the Bandini Channel to include background research, a field survey, and preparation of a Historic Resources Evaluation Report that will include DPR 523 Series site forms for the channel.**
- 3. Preparation of a Cultural Resources Technical Memorandum that summarizes the cultural resources effort, describes the results of the historic evaluation, and provides recommendations for any additional identification, evaluation, or mitigation work that may be needed. The memo is intended to assist The Trust for Public Land in securing a permit under Section 404 of the Clean Water Act from the U.S. Army Corps of Engineers.**
- 4. Preparation of a Delineation Report to meet the United States Army Corps of Engineers 2017 standards in support of permit applications. The report will include the limits of jurisdiction for the California Department of Fish and Wildlife and the Regional Water Quality Control Board, a delineation map, vegetation map, project impacts to jurisdictional waters map, and a records search for Critical Habitat and the California Natural Diversity Database. Also included in this task will be a field visit and, if necessary, wetland data sheets.**

**Patrick Maxon, RPA will continue as the Principal Investigator and Project Manager. Pat meets the professional standards of the Secretary of the Interior for Archaeology (36 Code of Federal**



Robin Mark  
May 30, 2019  
Page 2 of 2

Regulations [CFR] 61) and is a Registered Professional Archaeologist (RPA). With 25 years of professional cultural resources management experience in Southern California.

Please provide in CAD or a Shapefile that shows the limits of the Project and the limits of disturbance, including the upstream water diversion and the downstream reintroduction of flows.

We look forward to assisting you on this project. To authorize VCS to proceed, please provide a retainer in the amount of \$5,000 (30% of the total fee), sign below and return. Please contact Pat Maxon at [pmaxon@vcsevenvironmental.com](mailto:pmaxon@vcsevenvironmental.com) or 949-234-6077, or Julie Beeman at 949-234-6070 with any questions.

Sincerely,



Julie Beeman  
President

Attachment: VCS Environmental 2018/2019 Fee Schedule

Authorization \_\_\_\_\_ Date \_\_\_\_\_

z:\proposals-scopes\_change orders\the trust for public land\urban orchard\2018.05.30-urban orchard.docx



**VCS Environmental  
2018/2019 Fee Schedule**

<b>President</b>	<b>\$250/hour</b>
<b>Director, Cultural Services</b>	<b>\$215/hour</b>
<b>Director, Regulatory Services</b>	<b>\$215/hour</b>
<b>Director, Biological Services</b>	<b>\$215/hour</b>
<b>Director, CEQA-NEPA Services</b>	<b>\$215/hour</b>
<b>Senior Project Manager</b>	<b>\$200/hour</b>
<b>Project Manager</b>	<b>\$192/hour</b>
<b>Assistant Project Manager</b>	<b>\$180/hour</b>
<b>Project Coordinator</b>	<b>\$160/hour</b>
<b>Senior Paleontologist</b>	<b>\$140/hour</b>
<b>Archaeologist/Paleontologist</b>	<b>\$125/hour</b>
<b>Cultural Field Monitor</b>	<b>\$97/hour</b>
<b>Field Assistant</b>	<b>\$105/hour</b>
<b>Office Assistant</b>	<b>\$105/hour</b>

**REIMBURSABLE EXPENSES.** Expenses incurred directly for the Client's project will be billed at the actual cost and are not included in the original contract amount. Expenses include, but are not limited to, reprographics, Federal Express, necessary transportation costs including mileage by automobile at the IRS reimbursement rate, toll road fees, meals and lodging, computer services and photocopying.

**EQUIPMENT CHARGES.**

Small Unmanned Aircraft System (Drone) \$50 per day

Submeter GNSS Surveying Device \$25 per day

**PAYMENT DUE.** Invoices are due upon presentation and shall be considered past due if not paid within 15 (fifteen) calendar days of the due date. Finance charges, computed by a "Periodic Rate" of 1-1/2% per month, will be charged on all past due amounts.

**OVERNIGHT & WEEKEND WORK.** Nighttime and Saturday monitoring is charged at time and a half and work on Sunday is charged double time.

**MULTI-YEAR CONTRACTS.** Multi-year contracts are subject to annual billing rate increases.

**CHANGE ORDERS.** Change Orders may be subject to future fee schedule increases.

**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT AND  
CONSTRUCTION OF THE URBAN ORCHARD PROJECT**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 3352 FOR PROFESSIONAL SERVICES WITH THE TRUST FOR PUBLIC LAND.** ("Amendment 1"), effective as of the date specified in Section 1 hereof, is made and entered into by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and THE TRUST FOR PUBLIC LAND, a California non-profit benefit corporation ("TPL"). City and TPL are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, City and TPL have previously executed that certain *Contract No. 3352 Agreement for Professional Services ("Agreement")* dated August 8, 2017 in an amount not to exceed \$381,350; and

**WHEREAS**, City desires to extend the scope and services to include the environmental soil characterization needed to prepare the soil management plan to aid in ensuring proper and efficient soil handling and disposal during the excavation and construction activities for the Urban Orchard Project as shown on the proposal being attached here as; and

**WHEREAS**, City and TPL desire to execute Amendment No. 1 to conduct the additional services and provide additional compensation to TPL; therefore, in an amount of \$34,350 under the terms and conditions of Agreement No. 3352; bringing the aggregate total of the Agreement and this Amendment No. 1 to a sum not-to-exceed \$415,700;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION TO SCOPE OF WORK AND SERVICES.**

Consultant shall extend its scope of work and services to City as shown in its proposal (Exhibit A) to conduct the environmental soil characterization services for the Urban Orchard Project. Said scope of work and fee proposal is made part of this Amendment No. 1.

**2. MODIFICATION OF CONTRACTORS COMPENSATION.**

The compensation to be paid by City to TPL for the modified work and services identified in this Amendment No. 1 shall be as follows:

- a. Total compensation in accordance with the Exhibit A, for a total agreement amount not to exceed Thirty Four Thousand Three Hundred Fifty Dollars and Zero Cents (\$34,350.00).

**3. EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement, and all attachments, recitals and Exhibits therein and thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. The City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally]

4. **EFFECTIVE DATE.**

Unless otherwise specified herein, upon execution of all parties herein, this Amendment No. 1 shall become effective as set forth above.

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

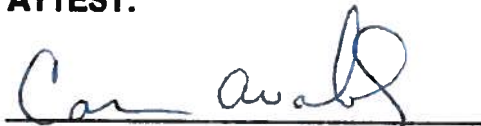
**"CITY"**  
**CITY OF SOUTH GATE**




\_\_\_\_\_  
María Belén Bernal, Mayor

Dated: 01/22/2019

**ATTEST:**

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

**"CONSULTANT"**  
**THE TRUST FOR PUBLIC LAND**



Title: Senior Counsel

Dated: 2-7-2019

**AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT  
AND CONSTRUCTION OF THE URBAN ORCHARD PROJECT**

This Agreement for Professional Services for the Development and Construction of the Urban Orchard Project ("Agreement") is made and entered by and between the City of South Gate, a California municipal corporation ("City"), and the Trust For Public Land, a California non-profit public benefit corporation ("TPL") (individually, a "Party" and collectively the "Parties").

**RECITALS**

A. Whereas, the City and TPL have been working together to improve 30-acres of unused, vacant land between Firestone Boulevard to the north, Imperial Highway to the south, Los Angeles River to the west and I-710 Freeway to east (the "Project Area") into green infrastructure and an urban park, commonly referred to by the Parties as the Urban Orchard Project; and

B. Whereas, the Project Area consists of sixteen (16) separate legal parcels, identified by the Los Angeles County Assessor's Office by the following Assessor's Parcel Numbers ("APNs"): 6222-001-003, 6222-041-270, 6233-001-272, 6233-001-275, 6222-001-276, 6222-041-277, 6222-001-278, 6222-001-801, 6233-042-900, 6233-001-901, 6233-001-902, 6222-001-904, 6222-001-906, 6222-001-908, 6222-004-912, and 6222-001-916; and

C. Whereas, for the purposes of this Agreement, the Project Area is divided into two planning areas identified herein as the Northern Project Area and the Southern Project Area (See Exhibit "A" for map); and

D. Whereas, the "Northern Project Area" contains 18.7 acres extending from the Thunderbird Villas mobile home park north to Firestone Boulevard, and which is comprised of ten (10) parcels, three of which are land located in a river channel, APNs 6233-001-901, 6222-001-904 and 6222-001-906 (the "Bandini Channel"), one of which is APN 6222-001-916, which has the street address of 9475 West Frontage Road ("9475 West Frontage Road") and the remaining six (6) of which are APNs 6222-001-003, 6222-001-276, 6222-041-277, 6222-001-278, 6222-001-801, and 6222-001-908, and

E. Whereas, the "Southern Project Area" contains approximately 12 acres extending from Thunderbird Villas south to the confluence of the Los Angeles River and Rio Hondo Channel, and is comprised of the six (6) remaining parcels, APNs 6222-041-270, 6233-001-272, 6233-001-275, 6233-001-900, 6233-001-902, and 6222-004-912; and

F. Whereas, the City of South Gate owns 9475 West Frontage Road, and all other property in the Northern Project Area is owned by Southern California Edison, the Los Angeles County Flood Control District ("LACFCD"), and the Los Angeles Department of Water and Power ("LADWP"); and

G. Whereas, the Southern Project Area includes land owned by the City of South Gate, LACFCD and LADWP, as well as an active railroad right-of-way; and

H. Whereas, the legal description of 9475 West Frontage Road is set forth on Exhibit "B", attached hereto and incorporated herein by this reference; and

I. Whereas, TPL is the recipient of grant funds in an amount of \$845,000 (the "RMC Grant") from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy ("RMC"); and

J. Whereas, the RMC Grant's scope of work includes developing a conceptual design plan for the entire Project Area, assessing the feasibility of removing concrete from the Bandini Channel, and developing construction plans for the Northern Planning Area; and

K. Whereas, the RMC Grant does not include any funding for construction, it does include funding for the planning of the entire Project Area; and

L. Whereas, the City is a recipient of grant funds in the amount of \$7.9 Million (the "SWGP Grant") for the construction of improvements to 9475 West Frontage Road, from the State's Proposition 1 Water Quality, Supply, and Infrastructure Improvement Act of 2014, Stormwater Grant Program ("SWGP"). All improvements made pursuant to the SWGP Grant will be referred to hereafter as "SWGP Improvements." Currently, the SWGP Improvements are the only ones funded in the entire Project Area. This Agreement also refers to potential future funding for design and/or construction of improvements on other portions of the Project Area. These improvements, if funded, would be made to adjacent property owned by the City or on which the City obtains a lease, license, or use agreement in place with the owner. The term "Improvements" will be used hereafter to refer to these and to improvements contemplated for the entire Project Area in a general sense; and,

M. Whereas, the City, as the SWGP Grant recipient, will administer the SWGP Grant and TPL will be a paid consultant to the City, to act as the City's project manager as outlined in Exhibit "C", assuring coordination and cohesion in the implementation of the SWGP Improvements to 9475 West Frontage Road with the Improvements to the Project Area as a whole, and

N. Whereas, TPL intends to continue to pursue additional grants to fund the development of plans and specs and/or construction of Improvements for other portions of the Project Area; and

O. Whereas, the Parties wish to enter into this Agreement to establish the Parties' rights and obligations with respect to the funding, planning and implementation of the SWGP Improvements to 9475 West Frontage Road.:

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Development of Project Area Under Present and Future Grant Agreements. During the Term (as defined in Section 2 below) of this Agreement, the Parties shall coordinate the design development and construction of SWGP

Improvements to the Project Area. The Parties responsibilities are outlined on Exhibit "C".

(a) 9475 West Frontage Road. The City owns 9475 West Frontage Road, but has leased it to a third party under a lease dated as of May 10, 2016. TPL acknowledges that the City cannot allow any SWGP Improvements to be built on 9475 West Frontage Road during the term of that lease. The lease term is scheduled to expire in May of 2017, after which the lease will be terminable by either the City or the tenant upon 30 days' written notice to the other. The City will not enter into a new lease agreement after expiration and will give tenant notice of termination within 30 days of request by TPL.

(b) Other Portions of the Project Area. When the City subsequently becomes the owner, lessee, or otherwise obtains rights to use of any other real property adjacent to 9475 West Frontage Road, or otherwise obtains permission from the owner of such adjacent property to build Improvements thereon, then at the Parties' agreement, the City shall have the right to request an Add Service Request from TPL to extend TPL's project management services to the adjacent properties. The City is under no obligation to acquire any such additional property or to seek to develop it pursuant to this Agreement. Any portion of the Project Area upon which the City now or hereafter elects to build Improvements pursuant to this Agreement is sometimes referred to hereafter as the "**Property**".

(c) Future Grant Applications. TPL shall lead the grant application process for additional funding. City shall cooperate in the grant application process and shall have the absolute right to review and modify grant applications, and to direct TPL not to apply for any grant if the City determines that the conditions of such grant are not in the City's best interest. TPL and the City shall jointly agree upon whether the City or TPL shall be the grant applicant. If a grant is awarded to City rather than TPL, then during construction of the corresponding Improvements the City shall promptly submit invoices to the grantor at TPL's behest and as required under the agreement by which that grant is awarded ("**Grant Agreement**"). If instead the grant is in TPL's name then City commits to taking an assignment of the grant upon acceptance of the Improvements, at the time the Acceptance Letter (as defined in Section 13 below) is issued. The grant applications shall make clear that City is the owner of the Property or otherwise has an agreement with the owner and will be the long-term steward of the Improvements after they are completed by TPL and the Contractor (defined in Section 5 below).

(d) Incorporation by Reference. The terms of TPL's installation of the Improvements, and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement approved by the City. The terms of any such approved Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any Grant Agreement approved by the City and the terms of this Agreement, the terms of that Grant Agreement shall control.



(e) Land Tenure. City will be the long term steward of the Property once the Improvements are built on the Property. City understands that public grant funding will be sought. Consistent with the foregoing provisions of this Section 1, City explicitly recognizes that TPL will be relying upon the City to be the long term steward of the Property and Improvements for the duration of time required by any applicable Grant Agreement, not to exceed 30 years.

2. Term. The term (“Term”) of this Agreement shall be thirty-six (36) months. The Term shall commence on the date on which the last of the Parties, whether City or TPL, executes this Agreement (“Effective Date”). The Term shall expire on the third (3<sup>rd</sup>) anniversary of the Effective Date (the “Expiration Date”).

(a) Early Termination. This Agreement may be terminated prior to the Expiration Date at the request of the City or TPL in accordance with Section 18 below.

(b) Extension of Term. Due to the partially overlapping timelines of the RMC Grant and the SWGP Grant, TPL is aware of the potential need to extend the term of one of those grants, and to make a corresponding extension of the Term of this Agreement, during the construction phase of SWGP Improvements to 9475 West Frontage Road. Should such a grant extension be needed, the Parties will work to provide a revised schedule and request a grant extension, and will make a corresponding extension to the Term of this Agreement.

(c) Survival of Land Tenure Obligations. To the extent the Improvements are built on any Property, the land tenure obligation identified in Section 1(e) above will survive any expiration or termination of this Agreement.

3. Development of Plans and Specifications. TPL, at its own expense as funded through the RMC Grant, shall develop plans for the SWGP Improvements. Project Management services for TPL’s role in developing these plans will be paid to TPL by City through funds secured through the SWGP Grant. Project management services will be paid to TPL retroactively from the date of the SWGP award in December 2016. TPL shall be responsible for all expenses to be paid to consultants in the development of the plans, including costs that exceed the RMC Grant.

(a) Nature of Plans. The plans to be prepared by TPL hereunder shall be consistent with both (i) the terms of the Grant Agreement by which the RMC Grant was awarded and (ii) the desires of the City and the community as a whole as gleaned through TPL-sponsored public workshops.

(b) City’s Approval of Plans. TPL shall prepare detailed final plans and specifications for City’s review and approval. TPL will provide the City with three (3) sets thereof signed by a licensed landscape architect and/or licensed engineer if applicable. TPL shall cause the architect to revise those plans and specifications to the extent required by the City as a condition of the City’s approval. Such plans and

specifications, once approved by the City, are hereafter referred to as the “Plans and Specs”.

(c) Prioritization of 9475 West Frontage Road. Understanding the timeline for implementation of the SWGP Grant funds, which calls for completion of SWGP Improvements to 9475 West Frontage Road by October 2020, TPL will prioritize design development of the SWGP Improvements funded through the SWGP Grant on 9475 West Frontage Road.

4. Right of Entry. During the Term, City shall allow TPL, its employees and agents, at no cost to TPL, access to the portions of the Project Areas that are under the City’s control as necessary to install the SWGP Improvements; provided, however, that TPL shall have limited access (only to the extent consistent with the lease provisions) to 9475 West Frontage Road prior to the termination of the lease identified in Section 1(a) above (it being anticipated that the lessee and any sub-lessees will all have left the 9475 West Front Road property by July 31, 2017). The City shall have the right to impose certain restrictions on such entry as deemed necessary by the City for public health and safety reasons, and to minimize adverse impacts of such access and installation upon the residents of the adjacent mobile home park.

5. Selection of a Contractor; Installation of the Improvements. In consultation with the City, and to the extent permitted under applicable law and the City’s Municipal Code, TPL will work with the City and the CM (defined in Section 8 below) to select a contractor (“Contractor”) to construct and install the Improvements in accordance with the Plans and Specs and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. TPL understands that in certain cases, including without limitation the case where the City is the grant recipient, the construction of the Improvements may constitute a public works project. In that case, the City would work with TPL and the City hired CM to create a list of pre-qualified Contractors per the City’s Municipal Code. The City would then invite bids from pre-qualified Contractors and select and hire one based on City Code.

6. Payments. If TPL is the grant recipient, TPL will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to the City, in accordance with the terms of the applicable Grant Agreement. If the City is the grant recipient, or if construction of the Improvements is otherwise deemed to be a public works project under applicable state law or municipal ordinances, the City may be required to make payments to the Contractor directly, in which case TPL and CM will assist the City in reviewing Contractor or other third party invoices to the City as well as any requested change orders submitted to the City by Contractor or other third parties.

7. Compensation. The total compensation to be paid by the City to TPL for the scope of work and services described in Exhibit “D,” as well as for project management of the design development of the project shall be as submitted in the proposal for an amount of \$381,350 (the “Fee”). This Fee shall cover the work and

services as set forth in Exhibit "D" as well as the project management work required for fulfillment of the RMC Grant, and if TPL undertakes additional work and services it may request an amendment for City's approval.

(a) Invoicing and Payment. TPL shall submit quarterly invoices to City for the work performed not more than thirty (30) days after the end of each month in which services were rendered. Each invoice shall contain a detailed description of work performed during the period covered by the invoice, including hours worked by individual TPL personnel, rates charged for TPL's personnel, and an itemized list of expenses for which TPL claims reimbursement. Invoices shall show the percentage of completion of each portion of the work as of the end of the period covered by the invoice. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty five (45) days from date of receipt by Director of Public Works. If City objects to any item of expenditure charged on any invoice, City shall notify TPL of its objections within thirty (30) days of receipt of the invoice, give its reasons for objecting and pay that portion of the invoice that is not in dispute within thirty (30) days of receipt by City.

8. Construction Management. TPL will work with the City-selected construction manager ("CM"). The CM will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specs, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. City staff will participate in the scheduled progress meetings to keep abreast of construction activity and to insure that work follows approved Plans and Specs.

9. Construction Inspections. TPL and City will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specs. Upon substantial completion, City staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to the City's issuance of an Acceptance Letter pursuant to Section 13.

10. Permits and Fees for Construction Events. When TPL is the grant recipient and whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City in connection with the construction or opening celebration of the Improvements, TPL shall pay (and/or obtain a waiver from City) of all such Fees. TPL shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests. Nothing in this Section 10 is intended to require the City to waive any applicable Fees, and the City is under no obligation to waive any applicable Fees.

11. Indemnification.

(a) TPL's Indemnification of City. During the Term of this Agreement, but only applicable under potential future funding scenarios when TPL is responsible for installing Improvements but not applicable to current funding including the RMC Grant, and SWGP Grant where City is responsible for SWGP Improvements, TPL shall indemnify and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of City or whether liability without fault is imposed or sought to be imposed on City, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City, its officers, agents or employees. The indemnity obligations described in this Section 11(a) shall survive expiration of this Agreement. In addition to TPL's obligation to indemnify the City, TPL specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnification provision. Notwithstanding anything to the contrary in this Section 11 (a), TPL shall not be responsible for indemnifying or saving harmless the City from any pre-existing condition on the property (e.g. existing environmental conditions, etc.).

(b) City's Indemnification of TPL. Following issuance by City of the Acceptance Letter pursuant to Section 13 of this Agreement, the City shall indemnify and save harmless TPL and its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of TPL or whether liability without fault is imposed or sought to be imposed on TPL, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of TPL, its officers, agents or employees. The indemnity obligations described in this Section 11(b) shall survive expiration of this Agreement. In addition to the City's obligation to indemnify TPL, the City specifically acknowledges and agrees that upon the City's issuance of the Acceptance Letter, the City will have an immediate and independent obligation to defend TPL from any claim that actually or potentially falls within this indemnification provision.

12. Insurance. During the Term, TPL shall maintain the insurance coverage required under any of the Grant Agreements. In addition, TPL shall maintain the following insurance throughout the Term of this Agreement:

(a) Comprehensive General Liability: Comprehensive General Liability Insurance, including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City of South Gate.

(b) Automobile Liability: Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- (i) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence;
- (ii) Primary Property Damage of at least \$1,000,000 per occurrence; or
- (iii) Combined single limit of \$1,000,000 per occurrence.

(c) Workers' Compensation: Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City of South Gate.

(d) Additional Insured Endorsement: All policies must include an Additional Insured Endorsement (CG 20 10 11 85, or an equivalent form approved by the City) naming the City of South Gate and its agents as an additional insured on the above-captioned insurance coverage with respect to the City's and its agent's interests under this agreement. This is to be complied with by presenting a certificate of insurance including the endorsements to the City and its agents prior to award of contract and commencement of work under this Agreement. **Invoices will not be issued until completed paperwork is received and approved.**

(e) Restrictions on Cancellation. All policies of insurance shall provide for a minimum of thirty (30) days' written notice to the City of any change to or cancellation of the policy.

(f) Form of Policies: All insurance policies required hereunder shall be in a form, and written through, companies acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

13. Final Acceptance. If TPL is the grant recipient and installs Improvements, then upon notice from TPL that the Improvements have been installed in accordance with the Plans and Specs, City shall, within ten (10) working days of such notice, perform a final inspection; provided, however, that TPL shall not deliver such notice to City until TPL has: (1) obtained all necessary regulatory approvals, (2) submitted to the City the completed Punch List prepared by City pursuant to Section 9, and (3) submitted to the City the waivers and releases and assignments required under Section 15 of this Agreement. If the City's final inspection discloses any deficiencies, City shall prepare a new Punch List for completion by TPL and Contractor. Upon City's inspection and decision to accept the work, City will, no later than seven (7) days following City's final inspection, prepare a letter of final acceptance (the "Acceptance Letter") addressed to TPL, which, upon issuance of the Acceptance Letter shall constitute "Final Acceptance".

Prior to the City's issuance of the Acceptance Letter, TPL shall remove all of its property from the Property and shall repair, at TPL's cost, any damage to the Property caused by such removal or caused by TPL's construction activities on the Property; provided, however, that at the City's option (for security or other reasons in the City's discretion) the City can instruct TPL to leave in place any security fencing surrounding the Property until after the Acceptance Letter has been issued, and to thereafter remove that fence and repair any damage caused by such removal as soon as possible, all at TPL's expense. Prior to delivery by the City of the Acceptance Letter to TPL, the City shall not allow public use of the Property or Improvements. Accordingly, if the City allows public use of the Property or Improvements, that shall be deemed to be the functional equivalent of the issuance to TPL of the Acceptance Letter for all intents and purposes.

14. Assignment and Assumption of Grant Agreement(s). If TPL is the grant recipient and installs Improvements, and if some obligations of the corresponding Grant Agreement (e.g., provisions pertaining to accepted uses and maintenance of the Property) extend beyond installation of the Improvements by TPL and acceptance thereof by City, then the City's delivery of the Acceptance Letter shall also constitute the City's assumption and acceptance of TPL's obligations as grantee of said Grant Agreement. Specifically, and without limitation, City shall thereupon assume and accept the obligations of the subject Grant Agreement pertaining to use of the Property and Improvements and the land tenure requirements discussed in Section 1(e) above. TPL and City each agree to execute any assignment and assumption of any Grant Agreement once the City has delivered the Acceptance Letter to TPL.

15. Delivery of Improvements. If TPL is the grant recipient and installs Improvements, then following the City's issuance of the Acceptance Letter, as project manager TPL shall deliver the Improvements free of all liens, easements or potential claims and shall provide City fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against the City, its employees and agents. TPL shall assign to the City any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. TPL shall also assign to the City the right to any available remedies for latent defects. TPL shall deliver – in both physical and electronic format – as-built drawings, design files, construction management files, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specs.

16. Signage. City agrees that TPL shall have the right to erect informational plaques or signs on the Property, detailing proper use of Improvements and acknowledging the contributions of TPL, the grantors under any Grant Agreements, and Contractor, subject to the prior approval of City and contingent upon the receipt of all necessary approvals pursuant to normal City procedures. Signage shall be installed by TPL during installation of the Improvements or by the City following the City's issuance of the Acceptance Letter, in accordance with the requirements of any Grant Agreement. City shall maintain any signage and TPL shall retain the right to erect new signage, at TPL's cost, if the original signage is past its useful life.

17. Publicity. City shall not issue any press release or hold any event (other than public meetings or hearings required by the South Gate Municipal Code or otherwise required by law) regarding or construction of the Improvements, without first obtaining the prior written approval of TPL with respect to the nature, text and timing of such press release. Moreover, to the extent stipulated in any Grant Agreement, City shall duly notify any grantors prior to any public or media event publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement. Furthermore, the City will acknowledge TPL and grantors in public announcements and press releases concerning Improvements made pursuant to any Grant Agreement.

18. Termination.

(a) Termination by City for TPL's Default. Any failure by TPL to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement, or in any Grant Agreement, or in any construction contract entered into in connection with this Agreement or any Grant Agreement, shall each constitute an event of default ("TPL Event of Default"), provided that TPL shall have a period of 15 business days from the date of written notice from City of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of a TPL Event of Default, City shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

(b) Termination by TPL for City's Default. Any failure by City to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement, or in any Grant Agreement, or in any construction contract entered into in connection with this Agreement or any Grant Agreement, shall each constitute an event of default ("City Event of Default"), provided that City shall have a period of 15 business days from the date of written notice from TPL of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, City shall have a reasonable period of time to complete such cure if City promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of a City Event of Default, TPL shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

19. Use and Maintenance of Property and Improvements. City may only use the Property and Improvements in a manner which is consistent with the terms of any

Grant Agreement, and City assumes the obligations for use and maintenance of the Property and the Improvements for the time and in the manner specified in any Grant Agreement. City shall make no other use or sale or other disposition of the Property, except as authorized by any Grant Agreement. This Agreement shall not prevent the transfer of the property from the City to another public agency, if the successor public agency assumes the obligations imposed by any Grant Agreement.

20. Memorandum of Grant Agreement. To the extent required under the terms of any Grant Agreement, City agrees to execute (with notarized signatures) and deliver to TPL an original memorandum or notice of any such Grant Agreement. TPL may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.

21. CEQA Compliance. City has already secured a Notice of Exemption under the California Environmental Quality Act (CEQA) (see Exhibit "F").

22. Miscellaneous.

(a) This Agreement may be amended or modified only in a writing signed by TPL and City.

(b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.

(c) All actions described herein including but not limited to the construction of the Improvements on the Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.

(d) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the City Manager or his or her designee in his or her sole and absolute discretion.

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**AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT AND CONSTRUCTION OF THE URBAN ORCHARD PROJECT**

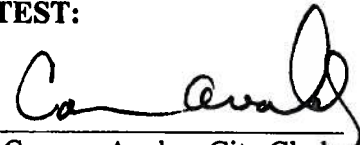
IN WITNESS WHEREOF, the parties have caused this Agreement for Professional Services for the Development and Construction of the Urban Orchard Project to be executed as of the Effective Date and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By:   
Maria Davila, Mayor

Dated: 08/08/2017

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)


**THE TRUST FOR PUBLIC LAND:**

By:   
Signature

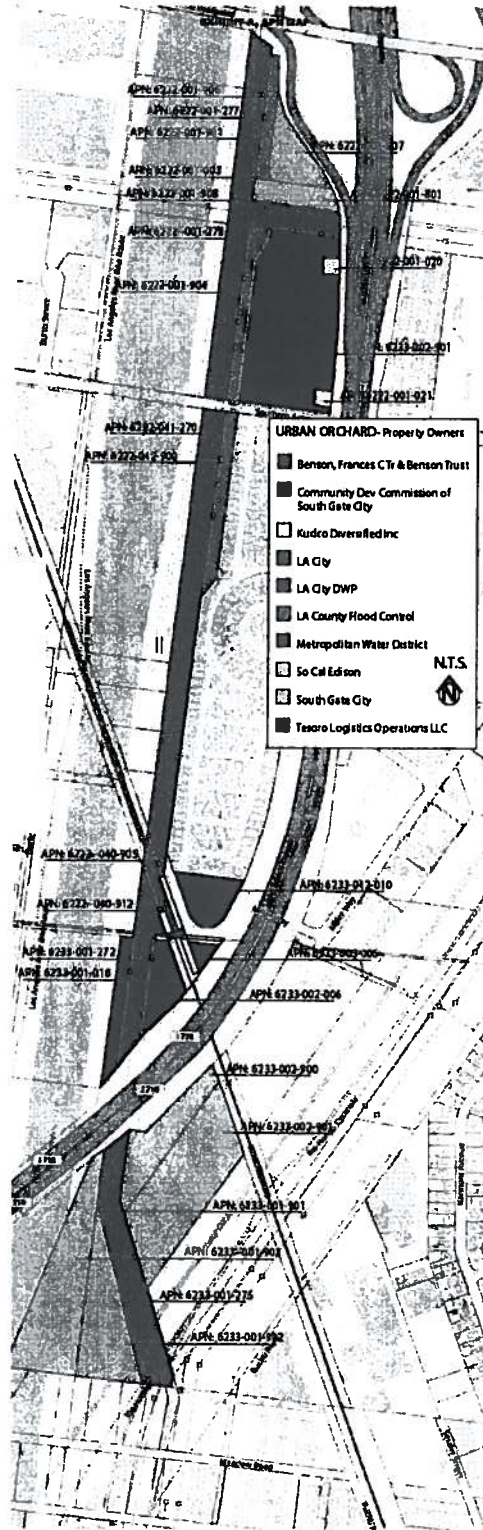
Ann Morgan, SVP, Western Division Director

Date: 8-21-17

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

# Exhibit A Map of Project Area



**Exhibit B**  
**Legal Description of 9475 West Frontage Road**

**Parcel 1:**

That portion of Rancho San Antonio, in the City of South Gate, County of Los Angeles, State of California, as per Map recorded in Book 1, Page 389, of Patents in the Office of the County Recorder of said County, described as follows:

Beginning at the southwesterly corner of land conveyed to State of California by Deed recorded July 26, 1954, in Book 45149, Page 322, of Official Records of said County;

Thence north 7°10'19" east along the westerly line of said land, 788.81 feet to the southerly line of the I. Heyman Tract, as per Map recorded in Book 7, Page 249 of Deeds, in said Office;

Thence south 82°47'55" east, along said southerly line, 48.00 feet;

Thence south 0°58'07" west, 350.86 feet;

Thence southerly along a curve, tangent to said last-mentioned course, concave westerly and having a radius of 1,958 feet through an angle of 5°13'26", an arc distance of 178.52 feet;

Thence south 6°11'33" west, tangent to said curve, 261.65 feet to a point on the southerly line of said land conveyed to State of California, distant thereon 101.57 feet easterly from said southwesterly corner;

Thence westerly along said last-mentioned southerly line, 101.57 feet to the Point of Beginning.

Except all minerals, oil, gases and other hydrocarbons in or under said land but without the right to drill through the surface thereof as reserved in Deed from the State of California recorded February 18, 1957 in Book 53667, Page 446, of Official Records.

**Parcel 2:**

That portion of Rancho San Antonio, in the City of South Gate, County of Los Angeles, State of California, as described as follows:

Beginning at a point in the north line of Southern Avenue (formerly Stuart and Gray Road) as shown on County Surveyor Map 7228, on file in the Office of the Surveyor of said County, distant along said north line north 82°57'10" west 1,579.61 feet from the west line of Garfield Avenue (formerly Perry Road) as shown on County Surveyor map 7227 in said Surveyor's Office;

Thence along the north line of Southern Avenue north  $82^{\circ}57'10''$  west to the east line of the 100 foot strip described in Deed to Los Angeles Gas and Electric Corporation recorded in Book 2628, Page 367, of Official Records, in the Office of the County Recorder of said County;

Thence northerly along said east line to the south line of I. Heyman Tract, as per Map attached to Deeds Book 7, Page 249;

Thence easterly along said south line to a point distant westerly along said line 1,582.80 feet from said west line of Garfield Avenue;

Thence southerly in a direct line to the Point of Beginning.

Except therefrom that portion lying westerly of a line described as follows:

Beginning at a point in the center line of Southerly Avenue as shown on County Surveyor's Map No. 8-1643 on file in the Office of the Surveyor of said County, distant north  $82^{\circ}57'10''$  west thereon 1,914.11 feet from its intersection with the centerline of Garfield Avenue, formerly Perry Road, 40 feet wide as shown on said County Surveyor Map;

Thence north  $7^{\circ}03'47''$  east 649.01 feet to the beginning of a tangent curve, concave to the east and having a radius of 125.00 feet;

Thence northeasterly along said curve 73.21 feet to the beginning of a tangent curve concave to the west and having a radius of 175.00 feet;

Thence northerly along said last mentioned curve 102.50 feet to the end of said curve;

Thence tangent thereto south  $7^{\circ}03'47''$  east 916.08 feet to a point in the centerline of Firestone Boulevard 100 feet wide, distant along said mentioned centerline north  $79^{\circ}53'58''$  west 22.92 feet from the beginning of a tangent curve designated as Station 129+51.78 on Map No. 8-1659 in the Office of said Surveyor.

Said land is also shown on that certain Record of Survey 3920, in the City of South Gate, County of Los Angeles, State of California, as per Map recorded in Book 93, Page 20 of Record of Surveys in the Office of the County Recorder of said County.

**Exhibit C**  
**Outline of Parties' Responsibilities**

**Proposed Roles & Responsibilities for City of South Gate and The Trust for Public Land**

**SWGP project implementation – Urban Orchard - 7 Acre Site**

The City of South Gate (City) has received a grant award of \$7.9M (SWGP Grant) from the State of California's State Water Control Board's Storm Water Grant Program (SWGP) to implement storm water management improvements at the 7-acre site (SWGP Site) that is part of the larger 30-acre Urban Orchard Project (Urban Orchard Site). For clarity and to ensure a successful partnership between the City of South Gate and The Trust for Public Land (TPL) the tasks listed in the SWGP Grant application budget have been broken down to identify which entity will assume responsibility.

To note, TPL was awarded a San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Grant of \$845,000 to design the Urban Orchard Site (Orchard Grant). TPL, as recipient of this grant, will take on the Orchard Grant responsibilities in their entirety. The Orchard Grant is only referenced in this document to clarify areas where the two grants overlap.

The City, as the SWGP Grant recipient, will administer the SWGP Grant and hire the contractors and TPL will be a paid consultant to the City, together with a City-hired construction manager, to act as Project Managers, assuring coordination and cohesion in the implementation of the improvements at the 7-acre SWGP Site with the larger 30-acre Urban Orchard Site for which TPL has already received the Orchard Grant, and intends to pursue additional grants.

**TASKS WHERE THE CITY OF SOUTH GATE IS THE LEAD:**

**TASK 1 – PROJECT ADMINISTRATION**

- Deliverables
  - Fully-Executed Grant Agreement
  - Kick-off Meeting Agenda, Participant List, Meeting Notes, and List of Action Items
- Project Administration - City
  - City of South Gate will administer all contracts required to complete the improvements including but not limited to: TPL, General Contractor (GC), Construction Manager (CM), Geotechnical and Environmental Inspectors, Labor Compliance, Permits for Project, etc.
  - Deliverables:
    - Progress Meeting Agendas, Participant Lists, Meeting Notes, and List of Action Items

- Request for Reimbursement Forms and Documents and related disbursements to all City contractors
- Project Completion Forms and Documents (within 90 calendar days of project completion)
- Grant Completion Forms and Documents (within 90 calendar days of submitting the Project Completion Report)
- Records Retention (per the grant agreement)
- Reporting
  - Deliverables:
    - Financial Reports
    - Quarterly Progress Reports and Forms
    - Draft and Final Project Report

#### **TASK 4 - MONITORING AND PERFORMANCE**

- The Monitoring and Performance scope outlined in the SWGP Grant are specific to the implementation of the 7-acre site. All monitoring and performance associated with this project will be covered by the SWGP Grant funds. TPL, as acting project managers will work with the City to issue an RFP to select a consultant for this work. Develop Monitoring Plan
- Annual Update of the Project Assessment and Evaluation Plan
- Develop the Quality Assurance Program Plan (QAPP)
- Pre- Construction Monitoring
- Post Construction Monitoring
- Data Management and Reporting -
  - Deliverables:
    - Monitoring Plan
    - Annual Updates of the PAEP
    - QAPP
    - Pre- and Post-Construction Monitoring Data and Analysis
    - Data Reported to SWAMP and CEDEN

#### **TASKS WHERE THE TRUST FOR PUBLIC LAND TAKES THE LEAD:**

##### **TASK 1 – PROJECT ADMINISTRATION**

- Project Administration - Consultant
  - TPL will act as project managers for the Planning, Design Engineering, Construction Documents and Bid Process associated with the SWGP Grant (Task 2).

##### **TASK 2 – PLANNING, DESIGN, ENGINEERING, AND ENVIRONMENTAL**

Planning, Design, Engineering, and Environmental Tasks are currently underway as part of the planning project led by TPL under the Orchard Grant. This planning project will provide complete construction documents, including plans and specifications, site surveys, technical reports, and storm water management recommendations (but not permits) for the 18.2 acres of the Urban Orchard area between Firestone Blvd and Southern Avenue. All time and expenses incurred related to the securing of permits for the project will be done under the SWGP Grant and will be billed to that project accordingly.

In addition, TPL has begun and will continue working with the County of Los Angeles, Department of Public Works, as well as the City of Los Angeles Department of Water & Power, as well as any other property owners within the Orchard Grant project area, to secure approvals, leases, use agreements, etc. to implement the improvements on their respective properties. TPL will add to their scope of work listed in the Orchard Grant and secure the associated permits to implement the 7-acre project as part of scope under the SWGP Grant.

- Deliverables:
  - Copies of Completed Permits and Approvals

### **TASK 3 – CONSTRUCTION/IMPLEMENTATION**

As project managers for the design and implementation of the 7-acre site, TPL will work with the City on all tasks related to the implementation of the SWGP Grant, Task3, including:

- Construction Contracting  
TPL will work with the CM to create a list of pre-qualified Contractors per the City's Municipal Code. The City would then invite bids from these prospective GCs select the GC based on City Code.

- Deliverables:
  - Request for Qualifications Document
  - List of Received Proposals and Rankings
  - Executed Agreement with the Construction Contractor(s) and Punch List
  - Kick-off Meeting Agenda, Participant List, Meeting Minutes, and Action Items

- Construction Management

TPL together with the City-hired CM will oversee the overall planning, coordination, and oversight of the construction project. Due to the partially overlapping timelines of the Orchard Grant and SWGP Grant, TPL is aware of the potential need to extend the grant term for implementation. Should a grant extension be needed under the SWGP Grant, TPL and CM will work with the City to provide a revised schedule and request a grant extension per the 'Time Extension Process' listed in the SWGP Grant Project Director Resource Guide.

- As the contract holder, City will approve COs, Budget, schedule, plans and specs, contingency fund or delegate responsibility to the CM to do so.

- Deliverables:
  - Construction Management Agreement and Punch List
  - Completed Storm Water Pollution Prevention Plan

- – Construction

CM with TPL's assistance will oversee GC's construction of improvements, and evaluate all proposed COs and their impact on budget and schedule constraints and advise City. TPL is aware of a budget shortfall in the SWGP Grant application. If necessary, TPL will work with the City and CM to value engineer the project to ensure completion within budget.

- Deliverables:
  - Notification to the State Water Board Prior to Construction
  - Photographs of the Completed Project Site
  - Documentation/Specifications of Devices (e.g., pumps, treatment facilities, irrigation system, etc.)
  - Documentation of System Check and Conformance to Industry Standards
  - Invoices Detailing the Completed Work
  - Certificate of Completion

**TASK 5 – EDUCATION & OUTREACH**

TPL will work with the design team and the community to integrate community-based interpretive elements into the project wherever possible. Interpretive elements may be standalone signs or other park features such as shade structures, benches, boulders, etc. The goal of the interpretive elements is to make clear the larger environmental impact of the project site to community members that may not be familiar with green infrastructure, native trees and shrubs, or the revitalization of the Los Angeles River.

- Interpretive & Educational Elements & Signage
  - Deliverables:
    - Photographs of the Installed interpretive elements

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**Exhibit D  
TPL's Fee Proposal**

The Trust for Public Land  
Parks for People - Los Angeles  
Urban Orchard Fee Schedule  
June 15, 2017

<u>Item</u>	<u>Hour</u>	<u>Rate</u>	<u>Total</u>	<u>Notes</u>
<b>Staffing</b>				
Project Manager	2,320	\$130	\$301,600	15 hours per week
Field Representative	475	\$80	\$38,000	3 hours per week
Program Director	75	\$190	\$14,250	25 hours per year
Legal Counsel	50	\$210	\$10,500	50 hours total for the project term
Finance and Accounting	50	\$190	\$9,500	50 hours total for the project term
<b>Expenses</b>				
Travel			\$2,500	
Materials and Printing			\$5,000	
<b>Total</b>			<b>\$381,350</b>	

**Exhibit E**  
**Notice of Exemption**

EXHIBIT E, CEQA NOE

RECEIVED

NOTICE OF EXEMPTION

AUG 02 2016

TO: County Clerk/Registrar-Recorder  
County of Los Angeles  
Environmental Filings  
12400 E. Imperial Hwy  
Norwalk, CA 90650

FROM: Planning Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280-3075  
ENGINEERING DEPT.

**Project Title and Location (including county):**  
Urban Orchard Project; South of Firestone Boulevard, East of the Los Angeles River, between the Los Angeles River and the 710 Interstate Freeway; (Los Angeles County).

**Project Description:**  
Improvements of publicly owned land and right-of-way along the Los Angeles River include decomposed granite trails, native plantings, entry area, community gathering spaces, orchard and community gardens, interpretive signage. Stormwater best management practices included throughout the project area where appropriate to capture and or reuse water prior to entering the river. Project areas are owned by Los Angeles County, Department of Public Works, City of Los Angeles, Department of Water & Power, City of South Gate, & Edison.

**Name of Public Agency Approving Project:**  
City of South Gate – Department of Public Works

**Name of Person/Agency Carrying Out Project:**  
Arturo Cervantes – Director of Public Works

2016 164749  
FILED  
Jun 30 2016  
Debra S. Logan, Registrar - Recorder/County Clerk  
Electronically signed by: 16100N 15314

**Exempt Status: (Check one)**

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption: Section: 15301 and 15304 Class: 1, 4
- Statutory Exemption: Section: \_\_\_\_\_ Class: \_\_\_\_\_

**Reasons why project is exempt:**

This project is Categorical Exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

**Lead Agency Contact Person and Phone Number:**

Arturo Cervantes, Director of Public Works  
323-583-9512; acervantes@sogate.org

**Prepared and filed by the South Gate Community Development Department by:**

[Signature] Arturo Cervantes, Director of Public Works 6/29/2016  
Signature Printed Name and Title

THIS NOTICE WAS POSTED

ON June 30 2016

UNTIL August 01 2016

REGISTRAR – RECORDER/COUNTY CLERK

RECEIVED

NOV 5 2020

City of South Gate  
CITY COUNCIL

Item No. 9

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

12:35pm

AGENDA BILL


For the Regular Meeting of: November 10, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:


  
Michael Flad

**SUBJECT: AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM TO ADD NEW PROJECTS AND ALLOCATE ADDITIONAL FUNDS**

**PURPOSE:** The Capital Improvement Program (CIP) is the City's financial plan for the implementation of infrastructure projects. Staff recommend amending the CIP to add new projects, and a \$3,927,316 appropriation of funds.

**RECOMMENDED ACTIONS:** The City Council will:

- a. Approve an amendment to the Capital Improvement Program to add the following projects: (1) the South Gate Police Department Air Conditioner Replacement Project, City Project No. 667-GEN; and (2) the South Gate Police Department HVAC & Electrical Systems Assessment, City Project No. 668-RPT;
- b. Appropriate \$73,000 from the unrestricted fund balance in the Building & Infrastructure Maintenance Fund to Account No. 524-501-21-9100 (BIM Fund – Facility Improvements) to fully fund the South Gate Police Department Air Conditioner Replacement Project, City Project No. 667-GEN;
- c. Appropriate \$24,000 from the unrestricted fund balance in the Building & Infrastructure Maintenance Fund to Account No. 524-501-21-9100 (BIM Fund – Facility Improvements) to fully fund the South Gate Police Department HVAC & Electrical Systems Assessment, City Project No. 668-RPT;
- d. Authorize staff to prepare the Per- and Polyfluoroalkyl Substances (PFAS) Study for City Water Wells, City Project No. 666-WTR;
- e. Appropriate \$200,000 from the unrestricted fund balance in the Water Fund to Account No. 411-731-71-6101 (Water Fund – Professional Services) to fund the Per- and Polyfluoroalkyl Substances (PFAS) Study for City Water Wells, City Project No. 666-WTR;
- f. Authorize staff to prepare the Urban Water Management Plan, City Project No. 669-RPT;
- g. Appropriate \$75,000 from the unrestricted fund balance in the Water Fund to Account No. 411-731-71-6101 (Water Fund – Professional Services), to fund the Urban Water Management Plan, City Project No. 669-RPT);
- h. Appropriate \$3,000,000 from the assigned for capital projects fund balance in the General Fund to Account No. 311-790-61-9214 (CIP Fund – Urban Orchard Project), to program funding for the construction of the Urban Orchard Project, City Project No. 539-PRK; and
- i. Appropriate \$555,316 from the Measure W Fund reserves to Account No. 311-790-61-9214, to program funding for the construction of the Urban Orchard Project, City Project No. 539-PRK.

 **FISCAL IMPACT:** The recommended \$3,927,316 appropriation is proposed to be funded with \$3,000,000 in General Funds assigned specifically for capital projects (which originally came from a lease payment made to the City with proceeds from the South Gate Utility Authority's 2012 Water

Revenue Bonds), \$555,316 in Measure W Funds, \$275,000 in Water Funds and \$97,000 in Building & Infrastructure Maintenance (BIM) Funds, with a summary following:

Council Action	Fund	Appropriation/ Account	Justification	Improvement Types
b.	524	BIM Fund *\$73,000 524-501-21-9100	To Funds Design & Construction.	Replacement of an Air Conditioning Unit at the SGPD Station
c.			*\$24,000 524-501-21-9100	To Fund an Assessment
e.	411	Water Fund *\$200,000 411-731-71-6101	To Fund Study	Municipal Water System Improvements
g.			*\$75,000 411-731-71-6101	To Fund Report
h.	100	General Fund **\$3,000,000 311-790-61-9214	To Fund Construction	Construction of a new Municipal Park
i.	217	Measure W Fund **\$555,316 311-790-61-9214		
<b>Grand Total</b>		<b>\$3,927,316</b>		

\* These are new projects proposed to be added to the CIP.

\*\* This project is partially funded in the CIP. Funding is needed to further fund the project.

**ALIGNMENT WITH COUNCIL GOALS:** These actions meet the City Council's goal for Continuing Infrastructure Improvements.

**ANALYSIS:** The Capital Improvements Program (CIP) contains projects that are at various stages of implementation and that are funded with a variety of funding sources. An amendment to the CIP is necessary to add four new projects. An appropriation of \$97,000 of Building & Infrastructure Maintenance funds is necessary to fund two of these new projects. The design of the Urban Orchard Project is substantially complete. The project is planned to be bid by mid to late November 2020. It is necessary to appropriate \$3,555,316 to further fund the project. The City's municipal water system is regulated and must abide by the State and Federal requirements. A \$275,000 appropriation is needed to fund the Urban Water Management Plan to meet requirements, and to fund a planning study involving PFAS.

**BACKGROUND:** The CIP is the City's financial plan to fund municipal infrastructure projects. In general, program projects aim to achieve a variety of goals, such as: enhance transportation mobility, deferred maintenance, facility system upgrades, recreational facilities, water quality and reliability, sustainability, beautification and quality of life. It is necessary to allocate additional funding to the CIP Program as summarized below:

- A \$73,000 appropriation is proposed to fund the South Gate Police Department (SGPD) Air Conditioner Replacement Project. The jail area at the SGPD Station is equipped with an air conditioning (AC) unit. The AC unit is failing and is in need of replacement. It is also in need of relocation, due to lack of space on existing location. The SGPD Air Conditioner Replacement Project aims to address these needs. Its implementation will require meeting the requirements of the Building & Safety Division. This will necessitate design services by a mechanical engineer to address structural issues, skirt screening, AC duct work, electrical and AC controls, as it is proposed to relocate the AC unit to the roof of the SGPD Station. The project requires bidding and construction services. These services warrant the proposed \$73,000 budget.
- A \$24,000 appropriation is proposed to fund the South Gate Police Department HVAC & Electrical Systems Assessment. The HVAC system in the SGPD Station has several issues to be addressed such as limited air conditioning capacity serving the office spaces, break room, server room, and locker room. Improvements are necessary but it is uncertain that the existing electrical system has the capacity to support HVAC system improvements. The South Gate

Police Department HVAC & Electrical Systems Assessment aims to evaluate these issues. The project will provide a study that will identify options, opportunities and alternatives to address the current HVAC and electrical system issues. It will also provide recommendations for maintenance, replacement and upgrade including the budget costs. These services warrant the proposed \$24,000 budget.

- A \$200,000 appropriation is needed to fund the PFAS Study for the City Water Wells. The study goal is to develop a comprehensive plan that enables the City to strategize planning and budgeting efforts to implement water system improvements in order to maintain a high level of water quality as well as supply reliability with efficiency to meet the current and future water demands in a cost-effective manner. The City is seeking engineering expertise and experience in the review, recommendation, and planning level design of cost-effective treatment systems for the impacted groundwater wells in the City water system to remove or reduce the levels of Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS) below the current Response Level of 10 PPT and 40 PPT, respectively.
- A \$75,000 appropriation is needed to fund the Urban Water Management Plan (UWMP). The preparation of the UWMP is required every five years by the California Urban Water Management Planning Act. The last UWMP was prepared by a consultant in 2015. The UWMP supports the City's long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs. It is also needed for eligibility for State grant funds.
- A \$3,555,316 appropriation is needed to fund the Urban Orchard Project. The project is a proposal to construct a 7-acre, passive park along the Los Angeles River and the I-710 Freeway, with a primary purpose of providing storm water run-off treatment and open space. The budget requirement to fully fund the Urban Orchard Project is \$24.7 Million of which \$13.3 Million has been budgeted. Due to the funding shortfall, the construction bid package is proposed to have a Base Bid along with two Additive Bid Alternates. The Base Bid represents the minimal improvements necessary to construct a full functioning park that meets the minimum requirements of the grants received. The total budget requirement to implement the project with the Base Bid is \$17.3 Million which leaves a \$4 Million budget deficit. As such, staff recommends an additional \$3,555,316 appropriated to the Urban Orchard Project to further fund the Base Bid. As a note, Base Bid park improvements include a community orchard with fruit trees, native shade trees, storm water diversion structures from the Bandini Channel, a constructed wetland with emergent vegetation, an education garden, a knoll overlooking the wetland, a restroom facility, irrigation and utilities. The Additive Bid Alternates include a natural play area with a water element, multi-use exercise pathways, picnic areas, exercise stations, public art, groundcover vegetation, pathway lighting, a multi-use community building and a maintenance garage.

**ATTACHMENT:** None

EM/GD/AM:lc

RECEIVED

NOV 5 2020

City of South Gate

Item No. 10

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

11:30am

AGENDA BILL

For the Regular Meeting of: November 10, 2020

Originating Department: Public Works

Department Director:

*Arturo Cervantes*

City Manager:

*Michael Flad*

**SUBJECT: CHANGE ORDER NO. 9 TO CONTRACT NO. 3389 WITH THE GRIFFITH COMPANY FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT (THE BOULEVARD PROJECT), CITY PROJECT NO. 476-TRF, METRO CALL-FOR-PROJECTS ID NO. F3124**

**PURPOSE:** Construction of The Firestone Boulevard Regional Corridor Capacity Enhancements Project (The Boulevard Project) was completed and accepted by the City Council on May 12, 2020. Contract Change Order No. 9 (CCO No. 9) is necessary to pay for construction costs that were previously under dispute.

**RECOMMENDED ACTIONS:**

- a. Approve Contract Change Order No. 9 to Contract No. 3389 with the Griffith Company to compensate for construction costs that were previously under dispute, on the Firestone Boulevard Regional Corridor Capacity Enhancements, City Project No. 476-TRF, in the amount of \$127,738; and
- b. Authorize the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 9.

**FISCAL IMPACT:** The Boulevard Project is budgeted in the Capital Improvement Program for a total of \$20,557,681, under Account No. 311-790-31-9447. A complete summary of the budget, funding sources, and expenditures, can be found in Attachment E. Contract Change Order No. 9 is in the amount of \$127,738, and will be funded from said account. The final amount of Contract No. 3389 will be \$14,106,094, inclusive of Contract Change Order Nos. 1 thru 9, as summarized below.

**Contract Summary**

Funds	Call for Project	City Funds	Prop C LR	Measure R	Measure M	Senate Bill I	Amount
Contract No. 3389	\$ 4,350,414	\$ 658,895	\$ 2,206,449	\$ 4,131,165	\$ 1,786,089	\$ 145,620	\$ 13,278,632
CCO No. 1 (Rev)	\$ 468,432		\$ (38,936)	\$ 224,530		\$ (145,620)	\$ 508,406
CCO No. 2	\$ 224,370		\$ 155,754	\$ 244,653		\$ 31,171	\$ 655,948
CCO No. 3	\$ 462,484	\$ 130,074	\$ (273,340)	\$ 50,000		\$ 130,074	\$ 499,292
CCO No. 4	\$ (30,000)			\$ (30,000)	\$ (20,114)		\$ (80,114)
CCO No. 5	\$ 128,162		\$ 72,090	\$ 68,986		\$ 42,947	\$ 312,185
CCO No. 6	\$ (361,227)		\$ (111,489)	\$ (370,694)			\$ (843,410)
CCO No. 7	\$ 251,562		\$ 141,503	\$ 227,292		\$ 52,463	\$ 672,820
CCO No. 8	\$ (502,396)			\$ (463,765)	\$ (59,242)		\$ (1,025,403)
CCO No. 9	\$ 72,213		\$ 9,312	\$ 46,213			\$ 127,738
<b>Total</b>	<b>\$ 5,064,014</b>	<b>\$ 788,969</b>	<b>\$2,161,343</b>	<b>\$ 4,128,380</b>	<b>\$1,706,733</b>	<b>\$ 256,655</b>	<b>\$ 14,106,094</b>

**ALIGNMENT WITH COUNCIL GOALS:** The Boulevard Project met the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2019/20 Work Program was to complete construction.

**ANALYSIS:** On May 12, 2020, the City Council accepted completion of construction of The Boulevard Project, effective October 28, 2019. Subsequently, on June 25, 2020, the Griffith Company (Griffith) submitted to the City a Notice of Claim dated June 5, 2020, for an amount of \$383,440. The claim consisted of the following: (a) interest charges for late payment (\$18,846); (b) pavement material cost increase due to extended construction schedule (\$46,490); (c) overhead cost due to extended construction schedule (\$236,856); (d) a cost deduction applied by the City to a construction invoice that was based on unit costs assigned by the City for items of work where the construction quantities exceeded the bid quantities by more than 125% (\$22,915); and (e) payments made based on unit costs assigned by the City for items of work where the construction quantities were less than the contract quantities by more than 25% (\$58,333).

The Notice of Claim was presented to the City Council during a Closed Session meeting and the City Council directed staff to continue discussion with Griffith to review their claim. After further review, staff determined that \$127,738 of Griffith's \$383,440 claim is allowable for payment. Griffith agreed to this amount as their final payment to resolve the issues from the Notice of Claim. As such, CCO No. 9 is in the amount of \$127,738, with a summary following:

- a) A total of \$46,490 is necessary to pay for asphalt material cost increases incurred in paving Firestone Boulevard. Griffith was authorized to pave Firestone Boulevard on May 28, 2019, however their original bid pricing for asphalt materials expired on December 31, 2018. The market value of the asphalt materials at the time that Griffith purchased them was higher than the bid price. As such, the City is required to compensate Griffith for the additional cost incurred.
- b) A total of \$22,915 is necessary to partially reimburse Griffith for a cost deduction the City applied to an invoice associated with items of work that exceeded the bid quantities by more than 125%. Section 7.3.5.2 of the contract standard specifications provides that when construction quantities exceed 125% of the bid quantities, the cost of the additional work must be based on an adjustment in the Contract Unit Price mutually agreed too, or on the basis of "Extra Work." The City applied a \$60,088 deduction however Griffith provided the appropriate documentation to demonstrate that the deduction should have been \$37,173. As such, \$22,915 may be paid to Griffith. The associated items of work involved sidewalk construction (\$16,893) and removal of curbs and gutters (\$6,022).
- c) A total of \$58,333 is necessary to partially pay for cost increases associated with items of work that where less than 75% of the bid quantities. Section 7.3.5.3 of the contract standard specifications provides that when quantities are less than 75% of the bid quantities, payment is to be made based on an adjustment in the Contract Unit Price mutually agreed too, or on the basis of "Extra Work." For the work that fell within the category, the City paid an additional \$103,267; however, Griffith has the appropriate documentation to demonstrate that the City should have paid \$161,600. As such, \$58,333 may be paid to Griffith. The associated items of work involved pavement materials (\$38,404), natural boulder (\$1,386), fire hydrant (\$1,320) and construction excavation (\$17,223).

Payment for the claims related to interest charges for late payment (\$18,846) and overhead cost (\$236,856) were denied as the back-up documentation provided by Griffith was unsatisfactory. Therefore, these claims were not included in CCO No. 9.



**BACKGROUND:** The Boulevard Project (Project) was implemented to increase safety, reduce congestion and beautify Firestone Boulevard. Construction of the Project is complete, and Change Order No. 9 is needed to issue final payment.

On November 28, 2017, the City Council approved Contract No. 3389 with the Griffith Company in the amount of \$13,278,632 as well as Contract Change Order No. 1 in the amount of \$1,159,130. The contract change order provided for additional improvements, as the Project was under budget by several million. On October 23, 2018, the City Council approved the following change orders:

- Contract Change Order No.1-Revised: Contract Change Order No. 1 was eliminated from the contract and replaced by Contract Change Order No. 1-Revised. It was in the amount of \$508,406, inclusive of \$64,390 for miscellaneous overhead costs. It was necessary to add improvements to enhance student, pedestrian, traffic safety, and traffic circulation by constructing 4 bus turnouts and right turn pocket within schools.
- Contract Change Order No. 2 was in the amount of \$655,948. It was necessary to address unforeseen conditions, to fund quantity adjustments and to fund miscellaneous additional improvements.
- Contract Change Order No. 3 was in the amount of \$499,292. It was necessary to add improvements that enhance student, pedestrian and traffic safety on Firestone Boulevard.

On September 10, 2019, the City Council approved Contract Change Order No. 4, a credit of \$80,114, as reimbursement from the Contractor for overtime costs incurred for construction inspection services under which the Griffith Company was contractually obligated to pay.

On May 12, 2020, the City Council accepted completion of construction, effective October 28, 2019 and approved the following Contract Change Orders, summarized below:

- CCO No. 5 was owner-initiated in the amount of \$312,185. It was necessary for the reasons following: (a) to address unforeseen field conditions (\$158,697), (b) for additional improvements (\$53,488), (c) to remove items of work from the contract (\$33,639 credit), and (d) to fund miscellaneous costs (\$133,639).
- CCO No. 6 reduced the contract amount by \$843,410 for removing items of work that were not cost-effective to construct. This consisted of the following: (a) a cost reduction of \$440,045 for the elimination of cameras, spare conduit, and electrical improvements, (b) a cost reduction of \$197,635 for the elimination of additional improvements that became unnecessary such as signage, curb ramps, pole relocation, underdrain work, and (c) a cost reduction of \$205,730 to reduce the construction quantities included in Contract Change Orders Nos. 1, 2 and 3: the quantities needed to complete construction were less than the amount specified in the contract.
- CCO No. 7 and CCO No. 8 were necessary to adjust the contract quantities to reduce the contract amount by \$352,583. The construction contract for The Boulevard Project was based on contract quantities and unit costs. The contract quantities were the engineer's estimate of the amount of work that was necessary to construct the project. The contract quantities must be adjusted at the completion of construction to match the actual quantities constructed in the field. Some contract quantities increased and some decreased. The final contract amount is required to be paid based on the actual quantities constructed in the field. CCO No. 7 and CCO No. 8 revise the contract quantities to match the actual constructed quantities. CCO No. 7 applies an increase to the contract quantities at an additional cost of \$672,820. CCO No. 8 applies a decrease to the contract quantities for a contract cost reduction of \$1,025,403.

Contract Change Orders Nos. 1 thru 8 are attached and contain detailed information of the Project improvements that were added.

- ATTACHMENTS:**
- A. Contract Change Order No. 9
  - B. City Approved Contract Change Order Nos. 1 thru 8
  - C. Contract No. 3389
  - D. Location Map
  - E. Project Summary

KT:lc



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 9

Date: November 1, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No. : 3389

Purchase Order No. 0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, Installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

	Cost	(working days)
Original contract amount:	\$ 13,278,631.92	280
Previous Change Orders amounts:	\$ 699,723.61	110
This Change Order (No. 9) amount:	\$ 127,737.53	0
Total increase to contract (all change orders) to date:	\$ 827,461.14	110
Revised total contract amount:	\$ 14,106,093.06	390
Percentage of total (Increase/ decrease) to contract amount to date:	6.23%	

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes to Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Ext. Working Days	
<b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b>									
<b>QUANTITY ADJUSTMENT</b>									
9	Remove and Replace Fire Hydrant	1	0	-1.00	0.00	EA	\$ 5,280.00	\$ (5,280.00)	0
		0	0	1.00	1.00	EA	\$ 6,600.00	\$ 6,600.00	0
13	Remove Concrete Sidewalk	3,847.26	0	-3,847.26	0.00	SF	\$ 5.50	\$ (21,159.93)	0
		0	0	3,847.26	3,847.26	SF	\$ 8.05	\$ 30,956.89	0
14	Remove Curb and Gutter	509	0	-509.01	0.00	LF	\$ 24.20	\$ (12,318.04)	0
		0	0	509.01	509.01	LF	\$ 35.55	\$ 18,095.31	0
16	Unclassified Excavation	1,974.34	0	-1,974.34	0.00	CY	\$ 50.40	\$ (99,506.74)	0
		0	0	1,974.34	1,974.34	CY	\$ 59.12	\$ 116,729.87	0
28	Construct Asphalt Rubber Hot Mix (ARHM) Overlay (Varies 2 INCH - 3 INCH) w/ HTF Reinforcement	2,238.53	0	-2,238.53	0.00	TN	\$ 87.60	\$ (196,095.23)	0
		0	0	2,238.53	2,238.53	TN	\$ 94.90	\$ 212,436.50	0
33	Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 over 6 INCH compacted AB	4,730.34	0	-4,730.34	0.00	SF	\$ 12.65	\$ (59,838.80)	0
		0	0	4,730.34	4,730.34	SF	\$ 13.34	\$ 63,102.74	0
57	Furnish And Install Natural Boulder	36	0	-36.00	0.00	TN	\$ 336.00	\$ (12,096.00)	0
		0	0	36.00	36.00	TN	\$ 333.26	\$ 11,997.36	0
S-116	AC pavement material increased due to oil index increased	1	0	-1.00	0.00	LS	\$ 27,732.00	\$ (2,244.00)	0
		0	0	1.00	1.00	LS	\$ 74,222.00	\$ 27,833.25	0
	<b>Subtotal</b>							\$ 72,213.17	
<b>Bid Schedule "B" for Segment 2 (MeasureR - California to Annetta)</b>									
<b>QUANTITY ADJUSTMENT</b>									
85	Remove Concrete Sidewalk	187.07	0	-187.07	0.00	SF	\$ 3.96	\$ (740.80)	0
		0	0	187.07	187.07	SF	\$ 5.14	\$ 961.54	0
86	Remove Curb and Gutter	263.00	0	-263.00	0.00	SF	\$ 13.20	\$ (3,471.60)	0
		0	0	263.00	263.00	LF	\$ 14.13	\$ 3,716.19	0
92	Construct Asphalt Rubber Hot Mix (ARHM) Overlay (Varies 2 INCH - 3 INCH) w/ HTF Reinforcement	3,088	0	-3,087.75	0.00	TN	\$ 90.00	\$ (277,897.50)	0
		0	0	3,087.75	3,087.75	TN	\$ 97.15	\$ 299,959.47	0

96	Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 Over 6 INCH Compacted AB	253.07	0	-253.07	0.00	SF	\$ 12.76	\$ (3,229.17)	0
		0	0	253.07	253.07	SF	\$ 27.03	\$ 6,840.48	0
130	Furnish And Install Natural Boulder	20	0	-20.00	0.00	TN	\$ 270.00	\$ (5,400.00)	0
		0	0	20.00	20.00	TN	\$ 344.25	\$ 6,885.00	0
S-117	AC pavement material increased due to oil index increased	1	0	-1.00	0.00	LS	\$ 27,732.00	\$ (9,244.00)	0
		0	0	1.00	1.00	LS	\$ 74,222.00	\$ 27,833.25	0
<b>Subtotal</b>								\$ 46,212.87	

**Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)**

QUANTITY ADJUSTMENT									
S-118	AC pavement material increased due to oil index increased	1	0	-1.00	0.00	LS	\$ 27,732.00	\$ (9,244.00)	0
		0	0	1.00	1.00	LS	\$ 74,222.00	\$ 18,555.50	0
<b>Subtotal</b>								\$ 9,311.50	

Total Change Order: \$ 127,737.53 0

Approval recommended by  
Mazen Mneimneh, Construction Manager

Date \_\_\_\_\_

Approval recommended by  
Kenneth Tang, Senior Civil Engineer

Date \_\_\_\_\_

Approval recommended by  
Emilio Murga, Consultant City Engineer/Jose Loera, City Traffic Engineer

Date \_\_\_\_\_

Approved by  
Arturo Cervantes, Director of Public Works/City Engineer

Date \_\_\_\_\_

RECEIVED

JUN 25 2020

ENGINEERING DEPT.



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City of South Gate Dept. of Public Works  
8650 California Ave  
South Gate, CA 90280  
Attn. Kenneth Tang

June 5, 2020

Project Firestone Boulevard Regional Corridor Capacity Enhancements

Subject: Notice of Claim

Dear Mr. Tang,

Griffith Company is in receipt of the unilateral contract change orders for the project (Change Orders 1F through 1J). As was indicated on the signed change orders, however, Griffith Company is not in agreement with the amounts paid on those change orders. The following is a summary of the disputed amount:

Change Order #	Description	Price Submitted	City Paid	Amount Currently Owed
1F	COR 091 Interest for Late Payment	\$ 56,237.97	\$ 37,392.00	\$ 18,845.97
1G	COR 095 Asphalt Material Increase	\$ 74,222.00	\$ 27,732.00	\$ 46,490.00
1H	COR 035 Time Related Overhead for Change Orders	\$ 369,780.73	\$ 132,905.00	\$ 236,855.73
1I	Quantities Over 125%	\$ (37,173.55)	\$ (60,088.35)	\$ 22,914.80
1J	Quantities Under 75%	\$ 161,800.01	\$ 103,267.28	\$ 58,332.73
	<b>TOTAL</b>	<b>\$ 624,647.16</b>	<b>\$ 241,207.93</b>	<b>\$ 383,439.23</b>
	<b>CLAIM AMOUNT</b>			<b>\$ 383,439.23</b>

Change Order 1F, interest for late payments, was issued in the amount of \$37,392. In Change Order Request (COR) #91, Griffith Company requested the amount of \$56,238, and clearly spelled out that the City was not following Public Contract Code 20104.5 regarding prompt payment. See attached COR 91 for additional information.

Change Order 1G, Asphalt Material Increase, was issued in the amount of \$27,732. In COR 95, Griffith Company clearly demonstrated that the project was extended due to a substantial change in scope of work, and that the paving date was pushed out from October and November of 2018 to June and July of 2019. Griffith's asphalt supplier, All American Asphalt, had quoted the project in September of 2017 with guaranteed pricing through December 31, 2019, after which there was a price increase of \$6 per ton. Griffith Company, along with All American Asphalt, submitted backup to that amount. See attached COR 95 for further backup. Despite the backup provided by Griffith Company, the City is relying on an arbitrary calculation that only accounts for the oil price changes and not any of the other escalation factors such as labor, equipment, and other material price increases.

The City issued Change Order 1H for the Time Related Overhead in the amount of \$132,905. This is \$48,602 less than was demonstrated to by Griffith Company's cost during that time. This amount does not include any Central Office Overhead which, per established methods of calculation using the Eichleay formula, adds another \$188,253 in compensable TRO. Per Section 6-4 of the Greenbook Standard Specifications and standardized methods of calculation, Griffith Company is claiming the unpaid amount of

*Griffith Company is an equal opportunity employer and an employee-owned company.*

17

7



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\$236,855 on the above referenced CCO. See attached for more information.

Griffith Company is also taking exception to the increased deduction taken for the quantities that were over 125% of the original bid quantities, as paid under CCO 11. Section 7-3.5.2 of the Greenbook Standard Specifications clearly states that the unit price for quantities in excess of 25% must be mutually agreed to, at the option of the engineer, on the basis of extra work. The City requested that several items on the project go into item adjustment in accordance with the above specification section. However, after seeing the results of the request, the City has chosen to adjust the unit prices based on the actual costs submitted for the items that went down in unit cost, and not for the items that had a higher unit cost. The City's actions are not in accordance with Section 7-3.5.2. This section of the Standard Specifications is in place to protect both the City and the Contractor. Therefore, Griffith Company is claiming the \$22,914 difference.

Similar to the above, Griffith Company is not in agreement with the amount paid on CCO 1J for the adjustment in unit prices for quantities that underran by more than 25%. Greenbook Section 7-3.5.3 delineates the method of calculation for such items, and Griffith Company used that method to quantify the amount owed. The City has arbitrarily chosen to not follow the Specifications and has chosen to pay a lesser amount than what is owed contractually. See attached spreadsheets for backup.

In accordance with Public Contract Code Section 9204, Griffith Company hereby submits this claim in the amount of \$383,439.23 for items not paid by the City of South Gate, and which are owed to Griffith Company. All prior change order requests and correspondence on these issues is also incorporated into this Claim as attachments to this letter. In accordance with PCC Section 9204, we request a written response within 45 days of receipt of this letter.

If you have any questions regarding this matter, please feel free to contact me at (562)237-0247.

Respectfully,



**RON SKINNER** | Project Manager  
**Griffith Company**

12200 Bloomfield | Santa Fe Springs, CA, 90670  
O:(562) 929-1128 | C:(562) 237-0247

[rskinner@griffithcompany.net](mailto:rskinner@griffithcompany.net) | [www.griffithcompany.net](http://www.griffithcompany.net)

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City of South Gate Dept. of Public Works  
8650 California Ave  
South Gate, CA 90280  
Attn: Kenneth Tang

October 21, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancements

Subject: Acceptance of Final Settlement Offer

Dear Mr. Tang,

Pursuant to the Griffith Notice of Claim letter dated June 5, 2020 and the City's response and offer letter dated October 14, 2020, Griffith Company has reviewed this letter and accepts the offer of \$127,737.53 as full settlement for the Notice of Claim from June 5, 2020. This amount will increase the total contract to \$13,978,337.6 plus this settlement for a revised total contract value of \$14,106,075.13.

This acceptance of the City of South Gate's final settlement offer is predicated on prompt payment (by end of November 2020) for all outstanding monies owed on the contract. This is to include a final billing and all unpaid retention, with the exception of the \$25,900.00 being withheld until the palm trees in question have sufficiently recovered.

If you have any questions regarding this matter, please feel free to contact me at (562)237-0247.

Respectfully,



**RON SKINNER** | Project Manager

**Griffith Company**

12200 Bloomfield | Santa Fe Springs, CA, 90670

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CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 1

Date: November 24, 2017

Project: Firestone Boulevard/Highway Corridor Corridor Enhancement Project

City Project No.: No. 476-TRP, METRO Call-for-Projects METRO ID No. P3124

Contract No.:

Purchase Order No. \_\_\_\_\_

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unlicensed Caltrans fiber optic lines encased in slurry and increase in straight requirement for PCC pavement mfn design.

	Cost	(working days)
Original contract amount:	\$ 13,378,631.93	280
Previous Change Orders amounts:	\$ -	0
This Change Order (No. 1) amount:	\$ 1,159,130.00	0
Total increase to contract (all change orders) to date:	\$ 1,159,130.00	0
Revised total contract amount:	\$ 14,537,761.93	280
Percentage of total (increase/ decrease) to contract amount to date:	8.73%	

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST										
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est. Working Days		
										Unit Cost
<b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b>										
S-1	Construct Bus Turnouts (Allowance)	0	0	15	15	EA	\$ 36,000.00	\$ 540,000.00	0	
S-2	Install IP Surveillance System (Allowance)	0	0	3	3	EA	\$ 20,000.00	\$ 60,000.00	0	
S-3	Install New CCTV Camera System (Allowance)	0	0	2	2	EA	\$ 8,000.00	\$ 16,000.00	0	
S-4	Upgrade CCTV Camera System (Allowance)	0	0	2	2	EA	\$ 3,500.00	\$ 7,000.00	0	
S-5	Construct Right Turn Lane and Student Loading Zone at Firestone Blvd and Dearborn Ave (Allowance)	0	0	1	1	LS	\$ 180,000.00	\$ 180,000.00	0	
S-6	Install 3" PVC Conduit and Pullboxes at Long Beach Blvd. (Allowance)	0	0	160	160	LF	\$ 45.00	\$ 7,200.00	0	
S-7	Install 3" PVC Conduit and pullboxes at Santa Fe Ave. (Allowance)	0	0	110	110	LF	\$ 45.00	\$ 4,950.00	0	
	<b>Subtotal</b>							\$ 815,150.00		
<b>Bid Schedule "B" for Segment 2 (MeasureR - California to Annetta)</b>										
S-8	Construct Bus Turnouts (Allowance)	0	0	11	11	EA	\$ 36,000.00	\$ 396,000.00	0	
S-9	Install IP Surveillance System (Allowance)	0	0	3	3	EA	\$ 20,000.00	\$ 60,000.00	0	
S-10	Install New CCTV Camera System (Allowance)	0	0	2	2	EA	\$ 8,000.00	\$ 16,000.00	0	
S-11	Upgrade CCTV Camera System (Allowance)	0	0	1	1	EA	\$ 3,500.00	\$ 3,500.00	0	
S-12	Construct Right Turn Lane at SW corner Firestone Blvd and California Ave (Allowance)	0	0	1	1	LS	\$ 300,000.00	\$ 300,000.00	0	
S-13	Install 3" PVC Conduit and pullboxes at San Miguel Ave. (Allowance)	0	0	850	850	LF	\$ 45.00	\$ 38,250.00	0	
S-14	Install 3" PVC Conduit and Pullboxes at Otis St. (Allowance)	0	0	130	130	LF	\$ 45.00	\$ 5,850.00	0	
	<b>Subtotal</b>							\$ 819,600.00		
<b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)</b>										
S-15	Construct Decorative Aluminum Railing	1,400	0	-1,400	0	LF	\$ 270.00	\$ (378,000.00)	0	
S-13	Install IP Surveillance System (Allowance)	0	0	3	3	EA	\$ 20,000.00	\$ 40,000.00	0	
S-16	Install New CCTV Camera System (Allowance)	0	0	1	1	EA	\$ 8,000.00	\$ 8,000.00	0	
	<b>Subtotal</b>							\$ (330,000.00)		
<b>Bid Schedule "D" for Recycle Water Pipeline</b>										
S-17	Mobilization & Demobilization	1	0	-1	0	LS	\$ 5,000.00	\$ (5,000.00)	0	
S-18	Furnish and Install 8" DIP, Class 52 Water Main	140	0	-140	0	LF	\$ 380.00	\$ (53,200.00)	0	
S-19	Furnish and Install 2" Recycled Water Service	756	0	-756	0	LF	\$ 95.00	\$ (71,820.00)	0	
S-20	Furnish and Install 2" Recycled Water Meter and Box	1	0	-1	0	EA	\$ 6,000.00	\$ (6,000.00)	0	
S-21	Utility Potholes	6	0	-6	0	EA	\$ 1,600.00	\$ (9,600.00)	0	
	<b>Subtotal</b>							\$ (148,620.00)		
	<b>Grand Total</b>							\$ 1,159,130.00		
								<b>Total Change Order:</b>	\$ 1,159,130.00	0

10



Approval recommended by: *Kenneth Tang*  
Kenneth Tang, Senior Civil Engineer

Date: 1/16/2018

Approval recommended by: *Clint Herrera*  
Clint Herrera, Assistant City Engineer

Date: 1/18/18

Approved by: *Arturo Cervantes*  
Arturo Cervantes, Director of Public Works, Engineer

Date: 1/16/18

Approved by: *Jacquelyn Acosta*  
Jacquelyn Acosta, Director of Administrative Services

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



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 1 (REVISED)

Project: Firststone Boulevard Regional Corridor Corridor Enhancement Project

Date: November 29, 2017

REVISED Date: October 17, 2018

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No. 0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design		
Original contract amount	Cost	(working days)
Previous Change Orders amounts	\$ 13,278,631.92	280
This Change Order (No. 1) amount	\$ -	0
Total increase to contract (all change orders) to date	\$ 508,405.97	0
Revised total contract amount	\$ 508,405.97	0
Percentage of total (increase/decrease) to contract amount to date	\$ 13,787,037.89	280
		3.83%

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	This Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est.	Working Days
<b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b>									
S-1	Construct Bus Turnout (#1-EB at Calden)	0	0	1	1	LS \$ 107,685.45	\$ 107,685.45	0	
S-2	Construct Bus Turnout (#6-EB at Elizabeth)	0	0	1	1	LS \$ 118,960.75	\$ 118,960.75	0	
S-3	Construct Bus Turnout (#5-WB at Elizabeth)	0	0	1	1	LS \$ 236,267.80	\$ 236,267.80	0	
S-4	Construct Right Turn Pocket at Dearborn Ave	0	0	1	1	LS \$ 142,085.73	\$ 142,085.73	0	
S-5	Install IP Surveillance Cameras (Police)	0	0	3	3	EA \$ 27,053.87	\$ 81,161.61	0	
S-6	3" PVC Conduit for LA County Fiber Optic	0	0	1	1	LS \$ 24,300.00	\$ 24,300.00	0	
S-7	Overhead 3 Months Due To Design Change	0	0	3	3	EA \$ 7,154.45	\$ 21,463.35	0	
	Subtotal						\$ 731,924.69		
<b>Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)</b>									
S-8	Construct Bus Turnout (#8-EB at San Juan)	0	0	1	1	LS \$ 104,859.10	\$ 104,859.10	0	
S-9	Install IP Surveillance Cameras (Police)	0	0	2	2	EA \$ 27,053.87	\$ 54,107.74	0	
S-10	3" PVC Conduit for future LA County Fiber Optic	0	0	1	1	LS \$ 44,100.00	\$ 44,100.00	0	
S-11	Overhead 3 Months Due To Design Change	0	0	3	3	EA \$ 7,154.45	\$ 21,463.35	0	
	Subtotal						\$ 224,530.19		
<b>Bid Schedule "C" for Segment 3 (City Funds - Firststone Plaza to Bay)</b>									
190	Construct Decorative Aluminum Railing	1,400	0	-1,400	0	LF \$ 270.00	\$ (378,000.00)	0	
S-12	Install IP Surveillance Cameras (Police)	0	0	2	2	EA \$ 27,053.87	\$ 54,107.74	0	
S-13	Overhead 3 Months Due To Design Change	0	0	3	3	EA \$ 7,154.45	\$ 21,463.35	0	
	Subtotal						\$ (302,428.91)		
<b>Bid Schedule "D" for Recycle Water Pipeline</b>									
192	Mobilization & Demobilization	1	0	-1	0	LS \$ 5,000.00	\$ (5,000.00)	0	
193	Furnish and Install 8" DIP, Class 52 Water Main	140	0	-140	0	LF \$ 380.00	\$ (53,200.00)	0	
194	Furnish and Install 2" Recycled Water Service	756	0	-756	0	LF \$ 95.00	\$ (71,820.00)	0	
195	Furnish and install 2" Recycled Water Meter and Box	1	0	-1	0	EA \$ 6,000.00	\$ (6,000.00)	0	
196	Utility Potholes	6	0	-6	0	EA \$ 1,600.00	\$ (9,600.00)	0	
	Subtotal						\$ (145,620.00)		
	Grand Total						\$ 508,405.97		

Total Change Order: \$ 508,405.97 0

Approval recommended by  
Mazen Mneimneh, Construction Manager

Date \_\_\_\_\_

Approval recommended by *[Signature]*  
Kenneth Tang and Jose Lopez, Senior Engineer

Date 5/29/19

Approval recommended by *[Signature]*  
Clint Herrera, Assistant City Engineer

Date 5/28/19

Approved by *[Signature]*  
Arturo Cervantes, Director of Public Works/City Engineer

Date 6/13/19



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 2

Date:

October 17, 2018

Project: Firestone Boulevard Regional Corridor Corridor Connectivity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. FJ124

Contract No.: 3389

Purchase Order No.

0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in straight requirement for PCC pavement mix design.

Original contract amount:	Cost	(working days)
Previous Change Orders amounts:	\$ 13,278,631.92	280
This Change Order (No. 2) amount:	\$ 508,405.93	0
Total increase to contract (all change orders) to date:	\$ 655,948.18	0
Revised total contract amount:	\$ 1,164,354.11	0
Percentage of total (Increase/ decrease) to contract amount to date:	\$ 14,442,986.03	280
	8.77%	

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est.	Working Days
<b>Old Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b>									
<b>QUANTITY ADJUSTMENT</b>									
13	Removed Concrete Sidewalk	3,020	0	1,177	4,197	SF	\$ 5.00	\$ 5,886.10	0
14	Removed Curb and Gutter	610	0	235	845	LF	\$ 22.00	\$ 5,170.00	0
15	Removed Driveway Approach	740	0	1,001	1,741	SF	\$ 9.00	\$ 9,007.02	0
30	Constructed Type A3-8 Curb	610	0	235	845	LF	\$ 104.00	\$ 24,440.00	0
33	Constructed PCC Sidewalk/6" AB	3,020	0	2,448	3,468	SF	\$ 11.30	\$ 28,152.00	0
53	Installed 3" PVC Conduit for Street Lighting	450	0	294	744	LF	\$ 34.00	\$ 9,996.00	0
59	Removed Tree Well & Added 4" Sidewalk	100	0	78	178	SF	\$ 33.00	\$ 2,574.00	0
60	Removed East Median/Parkway Trees	27	0	6	33	EA	\$ 625.00	\$ 3,750.00	0
S-14	Added sidewalk concrete ( DG to PCC at Benches)	0	0	261	261	SF	\$ 11.30	\$ 3,000.00	0
S-15	Reper JPCP due to existing potholes	0	0	1	1	LS	\$ 30,000.00	\$ 30,000.00	0
<b>ELECTRICAL/CAMERAS</b>									
S-16	Added 1 dual photocells at Santa Fe	0	0	1	1	LS	\$ 2,500.00	\$ 2,500.00	0
S-17	Remove/Repair Shallow Core Lines for Grinding	0	0	1	1	LS	\$ 65,000.00	\$ 65,000.00	0
<b>ADDITIONAL IMPROVEMENTS</b>									
S-18	Added ADA Ramp at Long Beach	0	0	1	1	EA	\$ 4,200.00	\$ 4,200.00	0
S-19	Added ADA Ramp at Victoria	0	0	2	2	EA	\$ 4,200.00	\$ 8,400.00	0
S-20	Added ADA Ramp wheelchair at San Antonio	0	0	1	1	EA	\$ 6,000.00	\$ 6,000.00	0
S-21	Revised Median and CL Elevations	0	0	1	1	LS	\$ 9,469.39	\$ 9,469.39	0
S-22	Chipped Down PCC Blanket at Virginia	0	0	1	1	LS	\$ 1,083.64	\$ 1,083.64	0
S-23	Added Bench and Trash Receptacle Foundation	0	0	1	1	LS	\$ 14,512.65	\$ 14,512.65	0
S-24	Added Box Trees	0	0	1	1	LS	\$ 20,393.00	\$ 20,393.00	0
S-25	Installed Project Signs	0	0	4	4	EA	\$ 656.68	\$ 2,626.72	0
S-26	Construct Sidewalk & Driveway at Gardenview	0	0	1	1	LS	\$ 10,000.00	\$ 10,000.00	0
S-27	Construct ADA Curb Ramps at Gardenview	0	0	1	1	LS	\$ 25,000.00	\$ 25,000.00	0
S-28	Construct Sidewalk & Driveway 2742 Firestone	0	0	1	1	LS	\$ 8,000.00	\$ 8,000.00	0
S-29	Reconstruct ADA Ramps at 3300 & 3400 Firestone	0	0	2	2	EA	\$ 5,000.00	\$ 10,000.00	0
<b>UNFORSEEN</b>									
S-30	Additional Potholing (*)	0	0	10	10	EA	\$ 1,229.40	\$ 12,291.40	0
S-31	T&M - Traffic Signal Repair	0	0	1	1	LS	\$ 4,132.38	\$ 4,132.38	0
S-32	T&M - Removed 2 foundations at curb ramps	0	0	1	1	LS	\$ 6,091.99	\$ 6,091.99	0
S-33	T&M - Sewer Cleanout relocated/Utilities Conflicts	0	0	1	1	LS	\$ 10,158.49	\$ 10,158.49	0
S-34	T&M - Median Issues	0	0	1	1	LS	\$ 1,961.81	\$ 1,961.81	0
S-35	T&M - Added Traffic Control/Utility Conflicts	0	0	1	1	LS	\$ 11,327.35	\$ 11,327.35	0
S-36	T&M - Traffic Control Pour	0	0	3	3	LS	\$ 2,000.00	\$ 4,000.00	0
S-37	Installed 3 pull boxes - Sculptures	0	0	1	1	EA	\$ 7,000.00	\$ 21,000.00	0
Subtotal							\$	380,123.94	
<b>Old Schedule "B" for Segment 2 (MeasuresR - California to Annette)</b>									
<b>QUANTITY ADJUSTMENT</b>									
125	Install 3" PVC Conduit For Street Lighting	300	0	308	608	LF	\$ 30.00	\$ 9,240.00	0
137	Furnish and Install Bike Rack	28	0	-4	24	LF	\$ 1,000.00	\$ (4,000.00)	0
S-38	Added sidewalk concrete ( DG to PCC at Benches)	0	0	261	261	SF	\$ 11.30	\$ 3,000.00	0
S-39	Reper JPCP due to existing potholes	0	0	1	1	LS	\$ 2,500.00	\$ 2,500.00	0

14

ELECTRICAL/CAMERAS									
S-40	Remove/Repair Shadow Cam Lines for Grading	0	0	1	1	LS	\$ 75,000.00	\$ 75,000.00	0
S-41	Switched from PVC to ORC at San Juan	0	0	1	1	LS	\$ 4,160.79	\$ 4,160.79	0
S-42	Added Conduits and Pull boxes as per LACDPW	0	0	1	1	LS	\$ 13,083.12	\$ 13,083.12	0
<b>ADDITIONAL IMPROVEMENTS</b>									
S-43	Added ADA Ramp at Alexander	0	0	1	1	EA	\$ 4,200.00	\$ 4,200.00	0
S-44	Added Bench and Trash Receptacle foundation	0	0	1	1	LS	\$ 14,512.65	\$ 14,512.65	0
S-45	Installed Project Signs	0	0	2	2	EA	\$ 656.68	\$ 1,313.36	0
S-46	San Juan Pole relocation - Pathology	0	0	1	1	EA	\$ 1,500.00	\$ 1,500.00	0
S-47	Relocate Decorative Street Light from Off lines	0	0	1	1	LS	\$ 10,000.00	\$ 10,000.00	0
<b>UNFORSEEN</b>									
S-48	Reinforced Concrete for HDPE at San Miguel	0	0	1	1	LS	\$ 4,375.13	\$ 4,375.13	0
S-49	Additional Pathology	0	0	10	10	EA	\$ 1,229.14	\$ 12,291.40	0
S-50	T&M - Utilities Conflicts	0	0	1	1	LS	\$ 8,672.60	\$ 8,672.60	0
S-51	T&M - Median Issues	0	0	1	1	LS	\$ 1,779.48	\$ 1,779.48	0
S-52	T&M - Traffic Control Four	0	0	2	2	LS	\$ 2,000.00	\$ 4,000.00	0
S-53	Relocate ORB Printing Light & Tree	0	0	1	1	LS	\$ 20,000.00	\$ 20,000.00	0
S-54	Improve Orta Sidewalk and Add Tree	0	0	1	1	LS	\$ 40,000.00	\$ 40,000.00	0
S-55	Remove Existing Parkway Trees	0	0	5	5	LS	\$ 925.00	\$ 4,625.00	0
S-56	Installed 3 pull boxes - Sculptures	0	0	2	2	EA	\$ 7,000.00	\$ 14,000.00	0
Subtotal								\$ 244,653.53	
<b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)</b>									
<b>UNFORSEEN</b>									
S-57	T&M - PCC Barred Roadbed	0	0	1	1	LS	\$ 21,543.99	\$ 21,543.99	0
S-58	Installed Project Signs	0	0	4	4	EA	\$ 656.68	\$ 2,626.72	0
S-59	Installed 3 pull boxes - Sculptures	0	0	1	1	EA	\$ 7,000.00	\$ 7,000.00	0
Subtotal								\$ 31,170.71	

Total Change Order: \$ 655,948.18 0

Approval recommended by  
 Mazen Mneumneh, Construction Manager  
*[Signature]*  
 Approval recommended by  
 Kenneth Tang and Jose Loera, Senior Engineer  
*[Signature]*  
 Approval recommended by  
 Clint Herrera, Assistant City Engineer  
*[Signature]*  
 Approved by  
 Arturo Cervantes, Director of Public Works City Engineer  
*[Signature]*

Date \_\_\_\_\_  
 Date: 5/28/19  
 Date: 5/28/19  
 Date: 6/13/19



**CITY OF SOUTH GATE**

**CONTRACT CHANGE ORDER NO. 3**

**Project:** Firestone Boulevard Business Corridor Corridor Enhancement Project

**Date:** October 17, 2018

**City Project No.:** No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

**Contract No.:** 13389

**Purchase Order No.:** 0004507

**Contractor:** Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in straight requirement for PCC pavement mix design.

	Cost	(working days)
Original contract amount:	\$ 13,278,631.92	280
Previous Change Orders amount:	\$ 1,164,354.11	0
This Change Order (No. 3) amount:	\$ 499,291.57	0
Total increase to contract (all change orders) to date:	\$ 1,663,645.68	0
Revised total contract amount:	\$ 14,942,277.60	280
Percentage of total (increase/decrease) to contract amount to date:	12.53%	

**DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:**

Change in Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est. Working Days	
<b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b>									
<b>ADDITIONAL IMPROVEMENTS</b>									
S-60	Install Traffic Signal at Calden Ave. (ELAC)	0	0	1	1	LS \$ 561,935.94	\$ 561,935.94	0	
S-61	Install Street Lighting Changes at Calden Ave.	0	0	1	1	LS \$ 36,323.00	\$ 36,323.00	0	
<b>UNFORSEEN</b>									
S-62	Abandon Box Culvert at Garden View	0	0	1	1	LS \$ 69,372.85	\$ 69,372.85	0	
S-63	Construct Full Depth 12" AC at Garden View	0	0	1	1	LS \$ 20,000.00	\$ 20,000.00	0	
S-64	Taper Grading Box Culvert at Victoria Ave	0	0	1	1	LS \$ 20,000.00	\$ 20,000.00	0	
S-65	Street Light Obstructions (Soma Po etc.)	0	0	1	1	LS \$ 15,000.00	\$ 15,000.00	0	
<b>Subtotal</b>							\$ 722,631.79		
<b>Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)</b>									
<b>ADDITIONAL IMPROVEMENTS</b>									
S-66	Construct Additional Pavement at California Ave	0	0	1	1	LS \$ 20,000.00	\$ 20,000.00	0	
S-67	Relocate Pole At Alexander Ave	0	0	1	1	LS \$ 10,000.00	\$ 10,000.00	0	
S-68	Construct Drainage Inlet Under sidewalk	0	0	1	1	LS \$ 20,000.00	\$ 20,000.00	0	
<b>Subtotal</b>							\$ 50,000.00		
<b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)</b>									
<b>UNFORSEEN</b>									
S-69	Install VDS camera at Rayo Avenue	0	0	1	1	LS \$ 14,369.78	\$ 14,369.78	0	
<b>DEDUCTIVE</b>									
181	Vine Arbor	0	0	-1	-1	LS \$ 154,000.00	\$ (154,000.00)	0	
185	Irrigation (partial)	0	0	-1	-1	LS \$ 13,600.00	\$ (13,600.00)	0	
188	Remove & Replace CMU	0	0	-1	-1	LS \$ 24,600.00	\$ (24,600.00)	0	
189	Remove fence/nat well	0	0	-1	-1	LS \$ 8,400.00	\$ (8,400.00)	0	
191	R&R Gates	0	0	-1	-1	LS \$ 75,000.00	\$ (75,000.00)	0	
191A	Vine Pockets	0	0	-1	-1	LS \$ 8,910.00	\$ (8,910.00)	0	
191B	Paint Slide Gate	0	0	-1	-1	LS \$ 3,200.00	\$ (3,200.00)	0	
<b>Subtotal</b>							\$ (273,340.22)		

**Total Change Order:** \$ 499,291.57 0

Approval recommended by  
Maan Alneimneh, Construction Manager

Approval recommended by  
Kenneth Tang and Jose Loera, Senior Engineer

Approval recommended by  
Clint Herrera, Assistant City Engineer

Approved by  
Arzuro Cervantes, Director of Public Works, Engineer

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

Date: 4/28/19

Date: 5/28/19

Date: 6/13/19



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 4

Date: August 19, 2019

Project: Firestone Boulevard Regional Corridor Connectivity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No. 9004907

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

	Cost	(working days)
Original contract amount:	\$ 13,278,631.92	280
Previous Change Orders amount:	\$ 1,663,645.68	0
This Change Order (No. 4) amount:	\$ (80,114.00)	0
Total increase to contract (all change orders) to date:	\$ 1,583,531.68	0
Revised total contract amount:	\$ 14,862,163.60	280
Percentage of total (Increase/ decrease) to contract amount to date:	11.93%	

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order		Time Est. Working Days
							Cost	Cost	
<b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b>									
S-90	Additional Inspection Time/Overtime Work	0	0	-1	-1	LS \$ 30,000.00	\$ (30,000.00)		0
	Subtotal						\$ (30,000.00)		
<b>Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)</b>									
S-91	Additional Inspection Time/Overtime Work	0	0	-1	-1	LS \$ 30,000.00	\$ (30,000.00)		0
	Subtotal						\$ (30,000.00)		
<b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)</b>									
S-92	Additional Inspection Time/Overtime Work	0	0	-1	-1	LS \$ 20,114.00	\$ (20,114.00)		0
	Subtotal						\$ (20,114.00)		
<b>Total Change Order:</b>							\$ (80,114.00)		0

Approval recommended by: [Signature]  
 Maxen Mneinneh, Construction Manager

Approval recommended by: [Signature]  
 Kenneth Tang and Jose Lopez, City Engineer

Approval recommended by: [Signature]  
 Chief Engineer Assistant City Engineer - Industrial

Approved by: [Signature]  
 Arturo Cervantes, Director of Public Works/City Engineer

Date: 10/14/19

Date: 9/24/19

Date: 10-17-19

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



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 5

Date:

May 5, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancement Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No.

0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in straight requirement for PCC pavement mix design.		
	Cost	(working days)
Original contract amount:	\$ 13,278,631.92	280
Previous Change Orders amount:	\$ 1,583,531.68	0
This Change Order (No. 5) amount:	\$ 312,185.06	110
Total increase to contract (all change orders) to date:	\$ 1,895,716.74	110
Revised total contract amount:	\$ 15,174,348.66	390
Percentage of total (increase/decrease) to contract amount to date:		14.28%

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	TIHS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est. Working Days	
Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)									
<b>ADDITIONAL IMPROVEMENTS</b>									
S-81	Cost to Complete Contract Work in Deleted Design Change Areas - COR 34R3 (Sch A)	0	0	1	1	LS \$ 17,675.00	\$ 17,675.00	0	
S-94	Added wire at Calden Service - COR 96	0	0	1	1	LS \$ 3,102.82	\$ 3,102.82	0	
	Additional PCC Taper Grind - COR 100	0	0	1	1	LS \$ 5,302.50	\$ 5,302.50	0	
S-96	Temporary Striping at Calden PROPOSAL - COR 106	0	0	1	1	LS \$ 2,707.46	\$ 2,707.46	0	
S-109	Calden Signal PV Head and List (COR 115)	0	0	1	1	LS \$ 3,037.74	\$ 3,037.74	0	
S-111	Credit for IP CCTV Cameras at Calden	0	0	1	1	LS \$ (5,883.03)	\$ (5,883.03)	0	
<b>UNFORSEEN</b>									
S-72	T&M - Tree Well Maintenance (various Locations) covering COR 39, 43, 52, 53, 64, 46, 60, 61, 62	0	0	1	1	LS \$ 2,075.72	\$ 2,075.72	0	
S-73	T&M - Dearborn and South Gate high school irrigation, water main, electrical pull box covering COR 66, 75, 77, 78, 80, 81, 82	0	0	1	1	LS \$ 12,382.38	\$ 12,382.38	0	
S-74	T&M - Sewer Lateral at 3901 Firestone, COR 49, COR 50	0	0	1	1	LS \$ 3,544.58	\$ 3,544.58	0	
S-75	Drainage Systems at High School - Bus turnout #03, covering COR 43	0	0	1	1	LS \$ 25,948.59	\$ 25,948.59	0	
S-76	Clear Obstructions from Signal Foundations (Calden and Garden View) - COR 56	0	0	1	1	LS \$ 6,746.90	\$ 6,746.90	0	
S-77	Cantilever Signal Pole Foundation at Garden View - COR 83	0	0	1	1	LS \$ 21,000.00	\$ 21,000.00	0	
S-83	Credit for Class A Tree Backfill Topsoil - COR 018	0	0	1	1	LS \$ (10,637.50)	\$ (10,637.50)	0	
S-93	Remobilize at Palm at CA - COR 93	0	0	1	1	LS \$ 6,726.00	\$ 6,726.00	0	
S-95	Force Acct. #26339 - COR 102 - Place additional funding signs stickers	0	0	1	1	LS \$ 1,542.94	\$ 1,542.94	0	
	Force Acct. #26338 - COR 104 - Unforeseen condition due to an unmarked utility at the intersection of Firestone and South Gate	0	0	1	1	LS \$ 1,542.94	\$ 1,542.94	0	
S-97	Calden Signal Material Price Increase - COR 58	0	0	1	1	LS \$ 10,127.00	\$ 10,127.00	0	
S-101	Relocate Electrical Materials and Equipment, Calden Signal and Electrical Services - COR 58, 89 and 94	0	0	1	1	LS \$ 21,488.02	\$ 21,488.02	0	
S-102	Electrical T&M April 2018 - Extra work for GRC repair, and potholing (COR 107)	0	0	1	1	LS \$ 11,231.00	\$ 11,231.00	0	
S-103	Signal Turn-Ons (COR 108)	0	0	1	1	LS \$ 4,180.50	\$ 4,180.50	0	
S-104	R&R Marker Posts (COR 109)	0	0	1	1	LS \$ 2,449.76	\$ 2,449.76	0	
S-105	Hand water med ans as directed by City due to SCE delays (COR 111)	0	0	1	1	LS \$ 736.90	\$ 736.90	0	
S-106	Electrical T&M April 2018 (COR 113)	0	0	1	1	LS \$ 7,394.58	\$ 7,394.58	0	

18



MISC. OVERHEAD COSTS									
S-7	Overhead 3 Months Due To Design Change (Time Related Overhead)	3	0	3 19	6	EA	\$ 7,154.45	\$ 22,838.32	37
S-113	Interest for late payments per the State requirements	0	0	1	1	LS	\$ 12,464.00	\$ 12,464.00	0
S-116	AC pavement material increased due to oil index increased	0	0	1	1	LS	\$ 9,244.00	\$ 9,244.00	0
Subtotal								\$	197,406.18

**Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)**

ADDITIONAL IMPROVEMENTS									
S-82	T&M - Cost to Complete Contract Work in Deleted Design Change Areas COR 34R3	0	0	1	1	LS	\$ 17,675.00	\$ 17,675.00	0
S-108	Additional Signal Loops (COR 099)	0	0	1	1	LS	\$ 3,987.48	\$ 3,987.48	0
UNFORESEEN									
S-78	T&M - Place AC Cold Mix at San Juan and Madison covering COR 040 and 042, 74	0	0	1	1	LS	\$ 3,105.63	\$ 3,105.63	0
S-79	T&M - Public Notices Handout Delay - COR 54	0	0	1	1	LS	\$ 281.42	\$ 281.42	0
S-80	T&M - Void in street east of Otis- Investigate, Backfill and Compact - COR 63	0	0	1	1	LS	\$ 1,113.95	\$ 1,113.95	0
S-98	Design Change 3N - Maxwell Storm Drain System - COR 11 - Changes in fittings and manholes per Designer's request	0	0	1	1	LS	\$ (987.11)	\$ (987.11)	0
S-99	Clean up interfering trash and equipment from property owners to construct alley - COR 73	0	0	1	1	LS	\$ 577.80	\$ 577.80	0
S-103	Signal Turn-Ons (COR 108)	0	0	1	1	LS	\$ 4,180.50	\$ 4,180.50	0
S-104	R&R Marker Posts (COR 109)	0	0	1	1	LS	\$ 2,449.76	\$ 2,449.76	0
S-105	Hand water medians as directed by City due to SCE delays (COR 111)	0	0	1	1	LS	\$ 736.90	\$ 736.90	0
S-110	Repair SL conduit on BTO 1 (COR 116)	0	0	1	1	LS	\$ 9,663.41	\$ 9,663.41	0
S-112	Credit for 3 light poles on Otis - 2 decorative street lights poles and luminaires, and 1 pedestrian light pole and luminaire (COR 112)	0	0	1	1	LS	\$ (15,500.00)	\$ (15,500.00)	0
MISC. OVERHEAD COSTS									
S-11	Overhead 3 Months Due To Design Change (Time Related Overhead)	3	0	3 19	6	EA	\$ 7,154.45	\$ 22,838.32	37
S-114	Interest for late payments per the State requirements	0	0	1	1	LS	\$ 12,464.00	\$ 12,464.00	0
S-117	AC pavement material increased due to oil index increased	0	0	1	1	LS	\$ 9,244.00	\$ 9,244.00	0
Subtotal								\$	71,831.06

**Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)**

UNFORESEEN									
S-84	Eliminated - Credit for Wall C Changes-COR 007	0	0	1	1	LS	\$ (1,598.49)	\$ (1,598.49)	0
MISC. OVERHEAD COSTS									
S-13	Overhead 3 Months Due To Design Change (Time Related Overhead)	3	0	3 19	6	EA	\$ 7,154.45	\$ 22,838.31	36
S-115	Interest for late payments per the State requirements	0	0	1	1	LS	\$ 12,464.00	\$ 12,464.00	0
S-118	AC pavement material increased due to oil index increased	0	0	1	1	LS	\$ 9,244.00	\$ 9,244.00	0
Subtotal								\$	42,947.81

**Total Change Order: \$ 312,185.06 110**

Approval recommended by [Signature]  
Alazen Mnermunch, Construction Manager

Approval recommended by [Signature]  
Kenneth Tang and Jose Lopez, Senior Engineer

Approval recommended by [Signature]  
Emilio Murga, Consultant City Engineer Jose Lopez, City Traffic Engineer

Approved by [Signature]  
Arturo Cervantes, Director of Public Works/City Engineer

Date 7/8/2020

Date 7/8/2020

Date 7-8-2020

Date 7/17/2020



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 6

Date: May 5, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. FJ124

Contract No.: 3389

Purchase Order No. 0004507

Contractor: Griffith Company

	Cost	(working days)
Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design		
Original contract amount:	\$ 13,378,631.92	280
Previous Change Orders amounts	\$ 1,895,716.74	110
This Change Order (No. 6) amount	\$ (843,410.38)	0
Total increase to contract (all change orders) to date	\$ 1,052,306.36	110
Revised total contract amount	\$ 14,330,938.28	390
Percentage of total (increase/ decrease) to contract amount to date	7.92%	

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Change to Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est. Working Days	
Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)									
<b>ELECTRICAL/CAMERAS</b>									
S-5	Install IP Surveillance Cameras (Police)	3	0	-2.80	0.20	EA \$ 27,053.67	\$ (75,880.58)	0	
S-6	3" PVC Conduit for LA County Fiber Optic	1	0	-0.46	0.54	LS \$ 24,300.00	\$ (11,086.05)	0	
S-16	Added 1 dual photocells at Santa Fe	1	0	-1	0	LS \$ 2,500.00	\$ (2,500.00)	0	
S-17	Remove/Repair Shallow Con Lines for Grinding	1	0	-0.69	0.31	LS \$ 65,000.00	\$ (44,880.79)	0	
S-70	Landscape Electrical Raceway	0	0	1	1	LS \$ (30,835.39)	\$ (30,835.39)	0	
<b>ADDITIONAL IMPROVEMENTS</b>									
S-14	Added sidewalk concrete ( DO to PCC at Benches)	261	0	-261	0	SF \$ 11.50	\$ (3,000.00)	0	
S-15	Repair JPCP due to existing potholes	1	0	-1	0	LS \$ 30,000.00	\$ (30,000.00)	0	
S-18	Added ADA Ramp at Long Bench	1	0	-1	0	EA \$ 4,200.00	\$ (4,200.00)	0	
S-19	Added ADA Ramp at Victoria	2	0	-2	0	EA \$ 4,200.00	\$ (8,400.00)	0	
S-20	Added ADA Ramp w/handrail at San Antonio	1	0	-1	0	EA \$ 6,000.00	\$ (6,000.00)	0	
S-22	Chopped Down PCC Blanket at Virginia	1	0	-0.02	0.98	LS \$ 1,083.64	\$ (21.38)	0	
S-23	Added Bench and Trash Receptacle Foundation	1	0	-1	0	LS \$ 14,512.65	\$ (14,512.65)	0	
S-24	Added Box Trees	1	0	-0.29	0.71	LS \$ 20,393.00	\$ (5,994.68)	0	
S-25	Installed Project Signs	4	0	-0.67	3.33	EA \$ 656.68	\$ (437.77)	0	
S-26	Construct Sidewalk & Driveway at Gardenview	1	0	0.28	1.28	LS \$ 10,000.00	\$ 2,768.82	0	
S-27	Construct ADA Curb Ramps at Gardenview	1	0	-1	0	LS \$ 25,000.00	\$ (25,000.00)	0	
S-28	Construct Sidewalk & Driveway 2742 Firestone	1	0	-1	0	LS \$ 8,000.00	\$ (8,000.00)	0	
S-29	Reconstruct ADA Ramps at 3300 & 3400 Firestone	2	0	-2	0	EA \$ 5,000.00	\$ (10,000.00)	0	
<b>UNFORSEEN</b>									
S-30	Additional Potholing (*)	10	0	-10	0	EA \$ 1,229.14	\$ (12,291.40)	0	
S-31	T&M - Traffic Signal Repair	1	0	-0.08	1	LS \$ 4,132.38	\$ (333.24)	0	
S-32	T&M - Removed 2 foundations at curb ramps	1	0	-0.85	0.15	LS \$ 6,091.99	\$ (5,191.99)	0	
S-35	T&M - Added Traffic Control/Utility Conflicts	1	0	-0.16	0.84	LS \$ 11,327.33	\$ (1,804.70)	0	
S-36	T&M - Traffic Control Pour	2	0	-2	0	LS \$ 3,000.00	\$ (6,000.00)	0	
S-37	Installed 3 pull boxes - Sculptures	3	0	-0.66	2.34	EA \$ 7,000.00	\$ (4,625.35)	0	
S-63	Construct Fall Depth 12" AC at Garden View	1	0	-1	0	LS \$ 20,000.00	\$ (20,000.00)	0	
S-64	Taper Grinding Box Culvert at Victoria Ave	1	0	-1	0	LS \$ 20,000.00	\$ (20,000.00)	0	
S-65	Street Light Obstructions (Santa Fe etc)	1	0	-1	0	LS \$ 15,000.00	\$ (15,000.00)	0	
Subtotal							\$	(361,337.15)	

Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)

ELECTRICAL/CAMERAS										
S-9	Install IP Surveillance Camera (Police)	2	0	-2	0	EA	\$ 27,053.07	\$ (54,107.74)	0	
S-10	3" PVC Conduit for future LA County Fiber Optic	1	0	-1	0	LS	\$ 44,100.00	\$ (44,100.00)	0	
S-10	Remove/Repair Shallow Corn Lines for Grading	1	0	-0.93	0.07	LS	\$ 75,000.00	\$ (69,551.15)	0	
S-41	Switched from PVC to GRC at San Juan	1	0	1.27	2.37	LS	\$ 4,160.79	\$ 3,292.34	0	
S-42	Added Conduits and Pull boxes as per LACDPW	1	0	-1	0	LS	\$ 13,083.12	\$ (13,083.12)	0	
S-71	Landscape Electrical Raceway	0	0	1	1	LS	\$ (30,835.39)	\$ (30,835.39)	0	
ADDITIONAL IMPROVEMENTS										
S-38	Added sidewalk concrete ( DO to PCC at Benches)	361	0	-361	0	SF	\$ 11.50	\$ (3,000.00)	0	
S-39	Repair JPCP due to existing potholes	1	0	-1	0	LS	\$ 2,500.00	\$ (2,500.00)	0	
S-43	Added ADA Ramp at Alexander	1	0	-1	0	EA	\$ 4,200.00	\$ (4,200.00)	0	
S-44	Added Bench and Trash Receptacle foundation	1	0	-1	0	LS	\$ 14,512.63	\$ (14,512.63)	0	
S-45	Installed Project Signs	3	0	1.33	3.33	EA	\$ 656.68	\$ 875.59	0	
S-46	San Juan Pole relocation - Potholing	1	0	-1	0	EA	\$ 1,500.00	\$ (1,500.00)	0	
S-47	Relocate Decorative Street Light from OH lines	1	0	-1	0	LS	\$ 10,000.00	\$ (10,000.00)	0	
S-66	Construct Additional Pavement at California Ave	1	0	-1	-1	LS	\$ 20,000.00	\$ (20,000.00)	0	
S-67	Relocate Pole At Alexander Ave	1	0	-1	0	LS	\$ 10,000.00	\$ (10,000.00)	0	
S-68	Construct Drainage Inlet Under sidewalk	1	0	-1	0	LS	\$ 20,000.00	\$ (20,000.00)	0	
UNFORSEEN										
S-49	Additional Potholing	10	0	-5.28	4.72	EA	\$ 1,229.14	\$ (6,487.54)	0	
S-30	T&M - Utilities Conflicts	1	0	-0.34	0.66	LS	\$ 8,872.60	\$ (3,015.03)	0	
S-31	T&M - Median Issues	1	0	-0.34	0.66	LS	\$ 1,779.48	\$ (600.00)	0	
S-32	T&M - Traffic Control Four	2	0	-2	0	LS	\$ 2,000.00	\$ (4,000.00)	0	
S-33	Relocate ORB Printing Light & Tree	1	0	-0.95	0.05	LS	\$ 20,000.00	\$ (19,011.73)	0	
S-34	Improve Otis Sidewalk and Add Tree	1	0	-1	-1	LS	\$ 40,000.00	\$ (40,000.00)	0	
S-55	Remove Existing Parkway Trees	3	0	-3	0	LS	\$ 925.00	\$ (4,625.00)	0	
S-36	Installed 3 pull boxes - Sculptures	2	0	-0.25	1.75	EA	\$ 7,000.00	\$ (1,732.47)	0	
Subtotal								\$ (370,693.89)		

Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)

ELECTRICAL/CAMERAS										
S-12	Install IP Surveillance Camera (Police)	2	0	-2	0	EA	\$ 27,053.07	\$ (54,107.74)	0	
S-69	Install VDS camera at Rayo Avenue	1	0	-1	-1	LS	\$ 14,369.78	\$ (14,369.78)	0	
UNFORSEEN										
S-37	T&M - PCC Burned Roadbed	1	0	-0.32	0.68	LS	\$ 21,543.99	\$ (6,812.33)	0	
S-58	Installed Project Signs	4	0	-0.67	3.33	EA	\$ 656.68	\$ (437.77)	0	
S-59	Installed 3 pull boxes - Sculptures	1	0	-0.68	0.32	EA	\$ 7,000.00	\$ (4,768.72)	0	
S-100	Schedule C Revisions per RFI 94 Response - COR 090 - Revisions due to scope change by the City	0	0	0.71	0.71	LS	\$ (43,953.00)	\$ (30,993.00)	0	
Subtotal								\$ (111,489.34)		

Total Change Order: \$ (843,410.38) 0

Approval recommended by KT Per MMY  
 Mazen Mincimch, Construction Manager

Approval recommended by [Signature]  
 Kenneth Tang and Jose Lopez, Senior Engineer

Approval recommended by [Signature]  
 Emilio Murga, Consultant City Engineer, Jose Lopez, City Traffic Engineer

Approved by [Signature]  
 Arturo Cervantes, Director of Public Works, City Engineer

Date 7/8/2020

Date 7/8/2020

Date 7-8-2020

Date 7/14/20



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 7

Date:

May 5, 2020

Project: Firstline Boulevard Regional Corridor Capacity Enhancement Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No.

8004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

	Cost	(working days)
Original contract amount.	\$ 13,278,631.92	280
Previous Change Orders amounts:	\$ 1,032,306.36	110
This Change Order (No. 7) amount.	\$ 672,820.28	0
Total increase to contract (all change orders) to date:	\$ 1,735,126.64	110
Revised total contract amount	\$ 15,003,758.56	390
Percentage of total (Increase/ decrease) to contract amount to date:	12.99%	

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST								
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est. Working Days
Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)								
<b>QUANTITY ADJUSTMENT</b>								
8	Double Adjust Water Valve Box, Cap, and Cap to Finished Grade	22	0	5 50	27 50	EA	\$ 250.00 \$ 1,375.00	0
		0	0	41 50	41 50	EA	\$ 212.39 \$ 8,814.19	0
13	Remove Concrete Sidewalk	3,020	0	755 00	3,775 00	SF	\$ 5.00 \$ 3,775.00	0
		1,177	0	-1,177 23	0.00	SF	\$ 5.00 \$ (5,886.10)	0
		0	0	3,847 26	3,847.26	SF	\$ 5.50 \$ 21,159.93	0
14	Remove Curb and Gutter	610	0	152 50	762 50	LF	\$ 22.00 \$ 3,355.00	0
		235	0	-235 00	0.00	LF	\$ 22.00 \$ (5,170.00)	0
		0	0	509 01	509 01	LF	\$ 24.20 \$ 12,318.04	0
15	Remove Driveway Approach	740	0	185 00	925 00	SF	\$ 9.00 \$ 1,665.00	0
		1,001	0	-1,000 78	0.00	SF	\$ 9.00 \$ (9,007.02)	0
		0	0	1,366 63	1,366.63	SF	\$ 7.96 \$ 10,878.53	0
18	Cold Mill Existing AC, 2 INCH to 3 INCH Varying Thickness	140,150	0	15,886 00	156,036 00	SF	\$ 0.40 \$ 6,354.40	0
23	Remove And Reconstruct Jointed Plain Concrete Pavement (JPCP)	2,090	0	522 50	2,612 50	SF	\$ 30.00 \$ 15,675.00	0
		0	0	2,549 83	2,549.83	SF	\$ 33.00 \$ 84,144.39	0
26	Construct 3/8 INCH Asphalt Rubber Aggregate Membrane (ARAM)	191,600	0	47,900 00	239,500 00	SF	\$ 1.00 \$ 47,900.00	0
		0	0	63,359 00	63,359.00	SF	\$ 0.58 \$ 36,748.22	0
29	Construct Median A1-6 Curb Per SPPWC Std Plan No 120-2	8,040	0	273 08	8,313 08	LF	\$ 35.00 \$ 9,557.80	0
30	Construct Type A2-8 Curb Per SPPWC Std Plan No 120-2	610	0	152 50	762 50	LF	\$ 104.00 \$ 15,860.00	0
		235	0	335 00	0.00	LF	\$ 104.00 \$ (24,440.00)	0
		0	0	504 01	504 01	LF	\$ 114.40 \$ 57,658.74	0
31	Construct Curb Ramp Per SPPWC 111-3 Case and Type Per Plan, including detectable warning surface	34	0	5 00	39 00	EA	\$ 4,300.00 \$ 21,000.00	0
32	Construct PCC Driveway Approach, Per SPPWC std 110-2 Mod per Detail on Sheet C-9	740	0	179 78	919 78	SF	\$ 14.00 \$ 2,516.92	0
33	Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 over 6 INCH compacted AB	3,020	0	755 00	3,775 00	SF	\$ 11.50 \$ 8,682.50	0
		2,448	0	-2,448 00	0.00	SF	\$ 11.50 \$ (28,132.00)	0
		0	0	4,730 34	4,730.34	SF	\$ 12.65 \$ 59,838.80	0
35	Install Sign & Post	12	0	1 00	13 00	EA	\$ 320.00 \$ 320.00	0
46	Install #5 Pull Box for Street Lighting	77	0	2 00	79 00	EA	\$ 700.00 \$ 1,400.00	0
47	Install #6 Pull Box for Street Lighting	4	0	1 00	5 00	EA	\$ 800.00 \$ 800.00	0
		0	0	1 00	1.00	EA	\$ 783.83 \$ 783.83	0
48	Install Wiring for Street Lighting	7,625	0	134 00	7,759 00	LF	\$ 3.00 \$ 2,680.00	0
51	Install 1-1/2" PVC Conduit for Street Lighting	260	0	10 00	270 00	LF	\$ 82.00 \$ 820.00	0
		450	0	112 50	562 50	LF	\$ 34.00 \$ 3,825.00	0
53	Install 3" PVC Conduit for Street Lighting	294	0	-294 00	0.00	LF	\$ 34.00 \$ (9,996.00)	0
		0	0	433 50	433 50	LF	\$ 32.55 \$ 14,110.43	0

58	Construct 3' x 9' Tree Well	164	0	3.00	167.00	EA	\$	550.00	\$	1,650.00	0
59	Remove Existing Tree Well And Construct	100	0	25.00	125.00	SF	\$	33.00	\$	825.00	0
		78	0	-78.00	0.00	SF	\$	33.00	\$	(2,574.00)	0
		0	0	53.00	53.00	SF	\$	16.64	\$	881.92	0
63	Remove Existing, Furnish And Install New Trash Receptacle	29	0	4.00	29.00	EA	\$	1,200.00	\$	4,800.00	0
64	Furnish And Install Bench	24	0	3.00	27.00	EA	\$	850.00	\$	2,550.00	0
65	Furnish And Install Bike Rack	72	0	14.00	86.00	EA	\$	700.00	\$	9,800.00	0
69	Furnish And Install Class "A" Topsoil	1,449	0	110.33	1,599.33	CY	\$	56.00	\$	6,178.48	0
Subtotal									\$	393,865.00	

**Bid Schedule "B" for Segment 3 (Measure R - California to Annette)**

QUANTITY ADJUSTMENT											
78	Double Adjust Existing Manhole Frames and Covers to Finished Grade	11	0	9.00	20.00	EA	\$	1,250.00	\$	11,250.00	0
79	Double Adjust Existing Manhole Frames and Covers to Finished Grade. Contractor to Coordinate with Applicable Agency	13	0	9.00	22.00	EA	\$	1,250.00	\$	11,250.00	0
80	Double Adjust Water Valve Box, Cap, and Cap to Finished Grade	8	0	2.00	10.00	EA	\$	300.00	\$	600.00	0
		0	0	20.00	20.00	EA	\$	193.00	\$	3,861.60	0
85	Remove Concrete Sidewalk	1,870	0	467.50	2,337.50	SF	\$	3.60	\$	1,683.00	0
		0	0	187.07	187.07	SF	\$	3.96	\$	740.80	0
86	Remove Curb and Gutter	1,080	0	270.00	1,350.00	LF	\$	12.00	\$	3,240.00	0
		0	0	263.00	263.00	LF	\$	13.20	\$	3,471.60	0
87	Unclassified Excavation	940	0	235.00	1,175.00	CY	\$	60.00	\$	14,100.00	0
		0	0	0.00	0.00	CY	\$	66.00	\$	-	0
92A	Construct Slurry Seal over Existing Roadway	99,200	0	16,965.00	116,165.00	SF	\$	0.59	\$	10,009.35	0
93	Construct Median A1-6 Curb Per SPPWC Std Plan No 120-2	3,990	0	571.51	4,561.51	LF	\$	33.00	\$	18,859.83	0
94	Construct Type A2-8 Curb & Gutter Per SPPWC Std Plan No 120-2	1,080	0	270.00	1,350.00	LF	\$	70.00	\$	18,900.00	0
		0	0	263.00	263.00	LF	\$	33.17	\$	8,723.71	0
96	Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 Over 6 INCH Compacted AB	1,870	0	467.50	2,337.50	SF	\$	11.60	\$	5,423.00	0
97	Construct Handrail Per SPPWC Std 606-4	0	0	253.07	253.07	SF	\$	12.76	\$	3,229.17	0
109	Remove Sign And Post	10	0	42.50	52.50	LP	\$	300.00	\$	12,750.00	0
111	Striping Removals	4	0	1.00	5.00	EA	\$	65.00	\$	65.00	0
117	Install #5 Pull Box for Street Lighting	39	0	1.00	40.00	EA	\$	700.00	\$	700.00	0
		300	0	75.00	375.00	LF	\$	30.00	\$	2,250.00	0
125	Install 3" PVC Conduit For Street Lighting	308	0	-308.00	0.00	LP	\$	30.00	\$	(9,240.00)	0
		0	0	351.00	351.00	LF	\$	28.80	\$	10,108.80	0
129	Construct Rock Blanket Cobblestone Paving	850	0	212.50	1,062.50	SF	\$	15.00	\$	3,187.50	0
132	Remove Existing Median Tree Or Parkway Tree	9	0	7,174.00	7,174.00	SF	\$	11.07	\$	79,416.18	0
		0	0	2.25	11.25	EA	\$	923.00	\$	2,081.25	0
138	Construct Concrete Curb	0	0	2.75	2.75	EA	\$	834.75	\$	2,295.56	0
		26	0	4.00	30.00	LF	\$	56.00	\$	224.00	0
Subtotal									\$	227,292.35	

**Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)**

QUANTITY ADJUSTMENT											
152	Double Adjust Existing Manhole Frames and Covers to Finished Grade. Contractor to Coordinate with Applicable Agency	2	0	1.00	3.00	EA	\$	1,400.00	\$	1,400.00	0
153	Double Adjust Water Valve Box, Cap, and Cap to Finished Grade	8	0	2.00	10.00	EA	\$	175.00	\$	350.00	0
		0	0	14.00	14.00	EA	\$	107.92	\$	1,510.88	0
158	Cold Mill Existing AC 3-INCH To 3-INCH Varying Thickness	28,850	0	2,014.00	30,864.00	SF	\$	0.52	\$	1,047.28	0
159	Remove And Reconstruct AC Pavement - 6.5 INCH Over 13 INCH Thick CMB Over 95% Relatively Compacted Subgrade	49,210	0	1,001.49	46,211.49	SF	\$	9.00	\$	9,013.41	0
164	Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 Over 6 INCH Compacted CMB	130	0	32.50	162.50	SF	\$	19.00	\$	617.50	0
		0	0	268.73	268.73	SF	\$	13.64	\$	3,665.48	0
176	Construct 4" Thick Stamped Colored Concrete Maintenance Walk/Paving	1,120	0	86.00	1,206.00	SF	\$	18.00	\$	1,548.00	0
183	Furnish And Install Class "A" Topsoil	193	0	48.75	343.75	CY	\$	71.00	\$	3,461.25	0
		0	0	154.4	154.40	CY	\$	19.40	\$	2,995.36	0





CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 8

Date:

May 5, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancement Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No.

0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

	Cost	(working days)
Original contract amount		
Previous Change Orders amounts:	\$ 13,278,631.92	280
This Change Order (No. 8) amount:	\$ 1,725,126.64	110
Total increase to contract (all change orders) to date:	\$ (1,025,403.03)	0
Revised total contract amount	\$ 699,723.61	110
Percentage of total (Increase/ decrease) to contract amount to date:	\$ 13,978,355.53	390
	\$ 27%	

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST									
Item No.	Description	Contract	Previous Change Order	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit Cost	Change Order Cost	Time Est. Working Days	
Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)									
QUANTITY ADJUSTMENT									
6	Construct Slurry Seal over Existing Roadway	36	0	-5.00	31.00	EA	\$ 750.00	\$ (3,750.00)	0
7	Double Adjust Existing Manhole Frames and Covers to Finished Grade. Contractor to Coordinate with Applicable Agency	24	0	-6.00	18.00	EA	\$ 1,200.00	\$ (7,200.00)	0
9	Remove and Replace Fire Hydrant	2	0	-2.00	0.00	EA	\$ 4,400.00	\$ (8,800.00)	0
		0	0	1.00	1.00	EA	\$ 5,280.00	\$ 5,280.00	0
16	Unclassified Excavation	3,740	0	-3,740.00	0.00	CY	\$ 42.00	\$ (157,080.00)	0
		0	0	1,974.34	1,974.34	CY	\$ 50.40	\$ 99,506.74	0
17	Cold Mill Existing AC, 2 INCH Uniform Thickness	76,240	0	-16,130.00	60,110.00	SF	\$ 0.25	\$ (4,032.50)	0
19	Cold Mill PCC - 3-1/8 INCH Uniform Thickness	7,860	0	-945.00	6,915.00	SF	\$ 1.35	\$ (1,275.75)	0
20	Taper Cold Mill Existing PCC - 0 to 3-1/8 INCH Varying Thickness	123,790	0	-10,753.00	113,037.00	SF	\$ 1.35	\$ (14,516.55)	0
21	Remove and Reconstruct AC Pavement (12 INCH over 8 INCH Thick 95% Relatively Compacted Subgrade)	17,480	0	-17,480.00	0.00	SF	\$ 8.70	\$ (152,076.00)	0
22	PCC Diamond Grinding	5,000	0	-5,000.00	0.00	SF	\$ 4.80	\$ (24,000.00)	0
24	Construct Decorative Stamped Concrete Pavement	700	0	-223.00	477.00	SF	\$ 18.00	\$ (4,014.00)	0
25	Construct 3/4 INCH Leveling Course	1,520	0	-4.64	1,515.36	TN	\$ 113.00	\$ (524.32)	0
27	Construct Asphalt Rubber Hot Mix (ARHM) Overlay (2 INCH)	3,760	0	-84.90	3,675.10	TN	\$ 92.00	\$ (7,810.80)	0
28	Construct Asphalt Rubber Hot Mix (ARHM) Overlay (Varies 2 INCH - 3 INCH) with Steel Reinforcement	4,100	0	-4,100.00	0.00	TN	\$ 73.00	\$ (299,300.00)	0
		0	0	2,238.53	2,238.53	TN	\$ 87.60	\$ 196,095.23	0
34	Install Sign	205	0	-25.00	180.00	EA	\$ 170.00	\$ (4,250.00)	0
36	Remove Sign	163	0	-39.00	126.00	EA	\$ 21.00	\$ (819.00)	0
37	Install Curb Markings	103	0	-105.00	0.00	LF	\$ 3.00	\$ (315.00)	0
56	Construct Rock Blanket Cobblestone Paving	21,611	0	-4,269.83	17,341.17	SF	\$ 9.60	\$ (40,990.37)	0
		76	0	-76.00	0.00	TN	\$ 280.00	\$ (21,280.00)	0
		0	0	36.00	36.00	TN	\$ 336.00	\$ 12,096.00	0
61	Remove And Construct Decomposed Granite And Planting Area At School Location	1,520	0	-1,520.00	0.00	SF	\$ 17.00	\$ (25,840.00)	0
67	Refurbish Existing Bus Shelter Advertisement Kiosk	5	0	-5.00	0.00	EA	\$ 7,500.00	\$ (37,500.00)	0
	Subtotal						\$	\$ (502,396.32)	







**AGREEMENT**

**CONSTRUCTION OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR  
CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF,  
METRO CALL FOR PROJECTS, METRO ID NO. F3124**

THIS AGREEMENT for CONSTRUCTION OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS, METRO ID NO. F3124 ("Agreement"), is made and entered into by and between the City of South Gate, a municipal corporation ("Owner"), and Griffith Company, a California corporation, License No. 88 ("Contractor") on October 10, 2017.

The Owner and the Contractor mutually agree as follows:

**ARTICLE I**

**THE PROJECT**

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. 3389, which involves the following project:

**CONSTRUCTION OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR  
CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF,  
METRO CALL FOR PROJECTS, METRO ID NO. F3124**

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

**ARTICLE II**

**CONTRACT SUM AND PAYMENT**

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum of Thirteen Million, Two Hundred Seventy-Eight Thousand, Six Hundred Thirty-one Dollars and Ninety-two Cents (\$13,278,631.92) set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the

time, in the manner, and upon the conditions specified in the Contract Documents.

### ARTICLE III

#### CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

### ARTICLE IV

#### INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the "Indemnified Parties"), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the "Indemnified Parties" as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

**ARTICLE V**

**EFFECTIVE DATE**

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

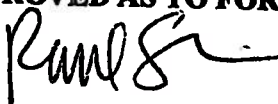
By:   
Maria Davila, Mayor

Dated: 1/18/18

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**CONTRACTOR  
GRIFFITH COMPANY**

By:   
Lucas J. Walker

Title: Vice President/Regional Manager

Dated: 1/19/18

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Los Angeles }

On January 23, 2018 before me, \_\_\_\_\_  
Date

Tracey A Novak, Notary Public  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Lucas J Walker  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Tracey A. Novak  
Signature of Notary Public

## OPTIONAL

Though the section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: Agreement Signature Contract No. 3389

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Lucas J Walker

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s) Vice President/Regional Manager

Corporate Officer -- Title(s): \_\_\_\_\_

Individual

Individual

Partner --  Limited  General

Partner --  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_  
Griffith Company

Signer is Representing: \_\_\_\_\_

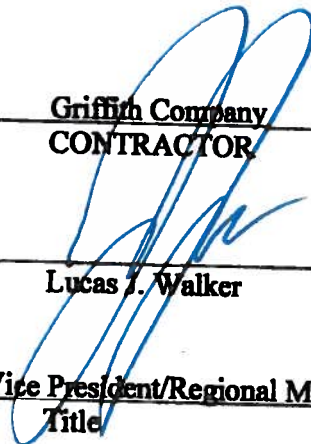
**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the 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 Contract.

DATED 1-23-2018

Griffith Company  
**CONTRACTOR**

By:   
Lucas J. Walker

Vice President/Regional Manager  
**Title**

ATTEST:

By:   
Signature

Starr N. Stallings - Asst. Secretary  
**Title**

## **INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS**

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Redevelopment Agency, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.



Contractor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Course of Construction:** Completed value of the project that is the subject of this Agreement.

#### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

#### Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Redevelopment Agency, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, City of South Gate Redevelopment Agency, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Redevelopment Agency, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF Los Angeles )

Lucas J Walker being first duly sworn, deposes and says that he is  
Vice President / Regional Manager of Griffith Company (sole owner, a  
partner, president, etc.) \_\_\_\_\_ the party making the foregoing bid,  
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,  
company, association, organization or corporation, that such bid is genuine and not collusive or  
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in  
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed  
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,  
that said bidder has not in any manner, directly or indirectly, sought by agreements,  
communication or conference with anyone to fix the bid price of said bidder or of any other  
bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other  
bidder, or to secure any advantage against the public body awarding the Contract or anyone  
interested in the proposed Contract; that all statements contained in such bid are true and, further,  
that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof,  
or the contents thereof, or divulged information or data relative thereto, or paid and will not pay  
any fee in connection therewith to any corporation, partnership, company, association,  
organization, bid depository or to any member or agent thereof, or to any other individual, except  
to such person or persons as have a partnership or other financial interest with said bidder in their  
general business.

Signed \_\_\_\_\_ Lucas J Walker

Vice President / Regional Manager  
Title \_\_\_\_\_

See attached Notary Certificate

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

(Attach Notary Certificate) ✓

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this  
23rd January, 2018, by  
Date Month Year

(1) Lucas J Walker, VP/Regional Manager

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature *Tracey A. Novak*  
Signature of Notary Public

Tracey A. Novak, Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Non-Collusion

Document Date: \_\_\_\_\_ Number of Pages # \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Two rectangular boxes for thumb impressions. Each box has the text "Top of thumb here" at the top.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071		<b>CONTACT NAME:</b> Carl Ranieri	
		<b>PHONE (A/C No. Ext):</b> 213-270-0115	<b>FAX (A/C No):</b> 213-270-0984
		<b>E-MAIL ADDRESS:</b> Carl.Ranieri@alliant.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Old Republic General Insurance Corp	<b>NAIG #</b> 24139
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>INSURED</b> Griffith Company 12200 Bloomfield Ave. Santa Fe Springs, CA 90670	<b>GRIFCOM-02</b>
---	-------------------

### COVERAGES

CERTIFICATE NUMBER: 1926850590

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INGR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	A1CG 99281701	12/31/2017	12/31/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/CP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	A1CA 99281701	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A1CW 99281701	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Contract No. 3389, Project #10662, Construction of the Firestone Boulevard Regional Corridor, Capacity Enhancements Project, City Project No. 476-TRF, Metro Call for Projects, Metro ID No. F3124  
The City of South Gate, South Gate Redevelopment Agency, South Gate Housing Authority, and their officers, employees, elected officials, and agents are included as Additional Insured as respects Liability arising out of work performed by the Named Insured. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory. Waiver of Subrogation applies as required by contract. Thirty (30) Days Notice of Cancellation / Non-Renewal - Ten (10) Days Notice For Non-Payment of Premium.

### CERTIFICATE HOLDER

### CANCELLATION

City of South Gate 8650 California Avenue South Gate CA 90280	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL APPLICABLE LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

**If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:**

**1. Required by the contract or agreement; or**

**2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.**

**This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	ALL APPLICABLE LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

**B. With respect to the insurance** afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Name of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) of Covered Operations**

**Where required by written contract.**

**Information required to complete this Schedule, if not shown above, will be shown in the Declarations.**

**The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.**

**All other terms and conditions remain unchanged.**

<b>Named Insured</b>	GRIFFITH COMPANY		
<b>Policy Number</b>	A1CG 99281701	<b>Endorsement No.</b>	000
<b>Policy Period</b>	12/31/17 to 12-31-18	<b>Endorsement Effective Date:</b>	12/31/17
<b>Producer's Name:</b>	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
<b>Producer Number:</b>	7000		

\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

**CG EN GN 0029 09 08**

POLICY NUMBER. A1CA 99281701

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GRIFFITH COMPANY

Endorsement Effective Date: 12/31/17

### SCHEDULE

Name Of Person(s) Or Organization(s):  
WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: A1CG 99281701

COMMERCIAL GENERAL LIABILITY  
CG 24 04 08 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p>Name Of Person Or Organization: WHERE REQUIRED BY WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: A1CA 99281701

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GRIFFITH COMPANY

Endorsement Effective Date: 12/31/2017

**SCHEDULE**

Name(s) Of Person(s) Or Organization(s):  
WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**  
WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **12/31/2017** at **12:01 A.M.** standard time, forms a part of  
(DATE)

Policy No. A1CW 99281701

Endorsement No.

of the

**Old Republic General Insurance Corp.**  
(NAME OF INSURANCE COMPANY)

issued to Griffith Company

Premium (if any) \$

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

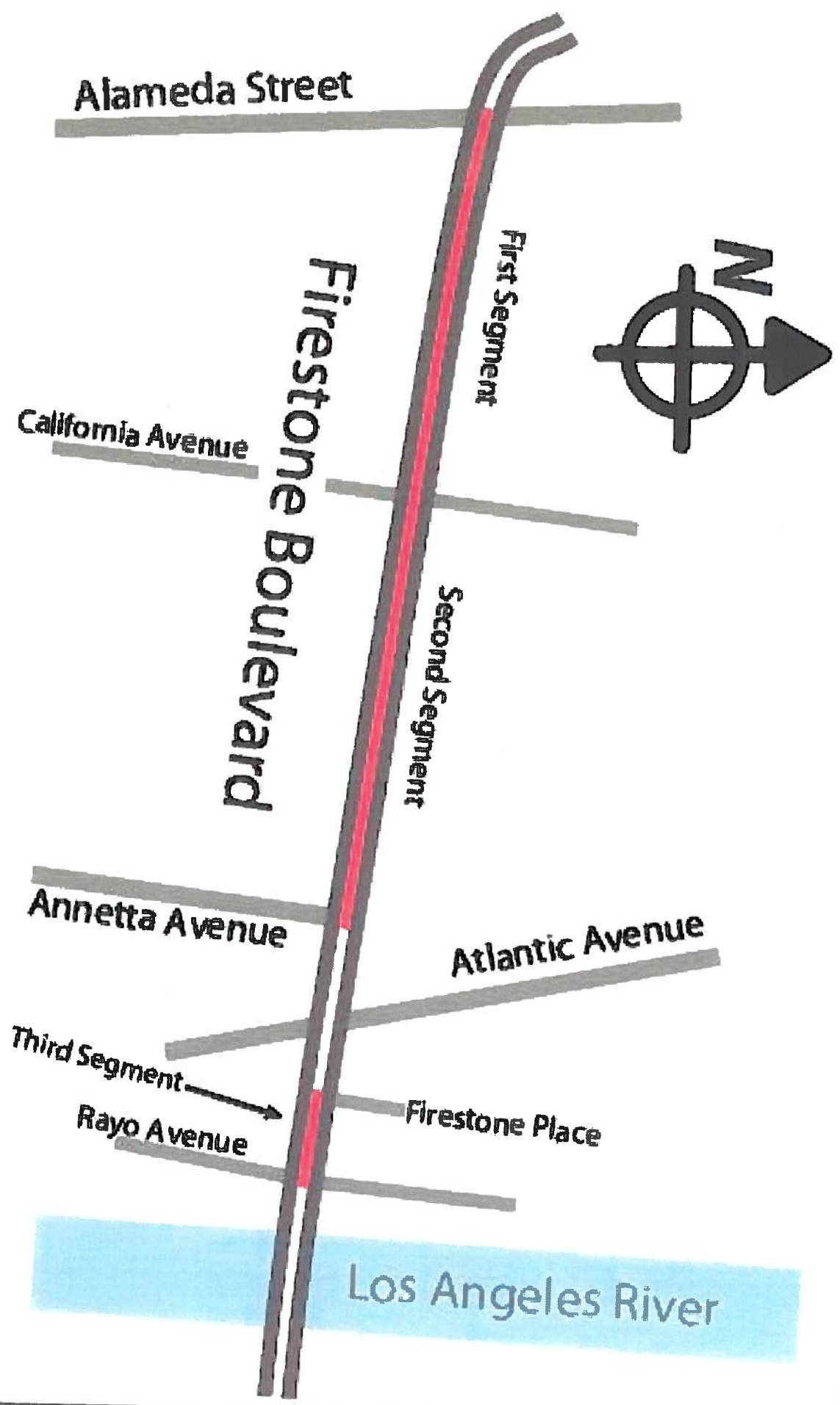
**ALL PERSONS AND/OR ORGANIZATIONS  
THAT ARE REQUIRED BY WRITTEN CONTRACT OR  
AGREEMENT WITH THE INSURED, EXECUTED PRIOR  
TO THE ACCIDENT OR LOSS, THAT WAIVER OF  
SUBROGATION BE PROVIDED UNDER THIS POLICY  
FOR WORK PERFORMED BY YOU FOR THAT  
PERSON AND/OR ORGANIZATION.**

**Job Description**

**ALL CALIFORNIA OPERATIONS**

**FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT**

 **Project Construction Location**



## Attachment E: Project Summary

	Call for Project	City Funds	Prop C LR	Measure R	Measure M	Senate Bill 1	Total	Budget Balance
<b>Total Project Budget</b>	<b>\$7,071,322</b>	<b>\$1,053,675</b>	<b>\$3,500,000</b>	<b>\$6,000,000</b>	<b>\$2,000,000</b>	<b>\$932,684</b>	<b>\$20,557,681</b>	<b>\$20,557,681</b>
Design Phase	\$ 827,987		\$ 417,151	\$ (76,492)	\$ 20,391		\$ 1,189,037	\$ 19,368,644
Construction Management	\$ 418,142		\$ 235,205	\$ 513,345		\$ 93,335	\$ 1,260,027	\$ 18,108,617
Amendment No. 1				\$ 22,000		\$ 227,000	\$ 249,000	\$ 17,859,617
Amendment No. 2	\$ 30,000			\$ 30,000	\$ 20,114		\$ 80,114	\$ 17,779,503
Amendment No. 3			\$ 37,514	\$ 33,026			\$ 70,540	\$ 17,708,963
Amendment No. 4	\$ 15,000		\$ 21,093	\$ 18,000			\$ 54,093	\$ 17,654,870
Contract Amount	\$ 4,350,414	\$ 658,895	\$ 2,206,449	\$ 4,131,165	\$ 1,786,089	\$ 145,620	\$ 13,278,632	\$ 4,376,238
CCO No. 1**	\$ <del>521,859</del>		\$ <del>(330,000)</del>	\$ <del>819,600</del>	\$ <del>213,911</del>	\$ <del>(66,240)</del>	\$ <del>1,159,130</del>	\$ <del>3,217,108</del>
CCO No. 1 (Revised)	\$ 468,432		\$ (38,936)	\$ 224,530		\$ (145,620)	\$ 508,406	\$ 3,867,832
CCO No. 2	\$ 224,370		\$ 155,754	\$ 244,653		\$ 31,171	\$ 655,948	\$ 3,211,884
CCO No. 3	\$ 462,484	\$ 130,074	\$ (273,340)	\$ 50,000		\$ 130,074	\$ 499,292	\$ 2,712,592
CCO No. 4	\$ (30,000)			\$ (30,000)	\$ (20,114)		\$ (80,114)	\$ 2,792,706
CCO No. 5	\$ 128,162		\$ 72,090	\$ 68,986		\$ 42,947	\$ 312,185	\$ 2,480,521
CCO No. 6	\$ (361,227)		\$ (111,489)	\$ (370,694)			\$ (843,410)	\$ 3,323,931
CCO No. 7	\$ 251,562		\$ 141,503	\$ 227,292		\$ 52,463	\$ 672,820	\$ 2,651,111
CCO No. 8	\$ (502,396)			\$ (463,765)	\$ (59,242)		\$ (1,025,403)	\$ 3,676,514
CCO No. 9	\$ 72,213		\$ 9,312	\$ 46,213			\$ 127,738	\$ 3,548,776
Misc. Costs***	\$ 159,630	\$ 80,000	\$ 86,815	\$ 340,358	\$ 132,762	\$ 355,694	\$ 1,155,259	\$ 2,521,255
<b>Total Project Costs</b>	<b>\$ 6,514,773</b>	<b>\$ 868,969</b>	<b>\$ 2,959,121</b>	<b>\$ 5,008,617</b>	<b>\$ 1,880,000</b>	<b>\$ 932,684</b>	<b>\$18,164,164</b>	<b>\$ 2,393,517</b>
Traffic Mitigations Improvements*				\$ 15,000	\$ 120,000		\$ 135,000	
<b>Total Budget Balance</b>	<b>\$ 556,549</b>	<b>\$ 184,706</b>	<b>\$ 540,879</b>	<b>\$ 976,383</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,258,517</b>	<b>\$ 2,258,517</b>

\* Funds were transferred to the Hildreth Avenue Traffic Mitigations at Firestone Boulevard, City Project No. 600-ST, which was constructed under separate contract.

\*\*CCO No. 1 in the amount of \$1,159,130 is not a part of this summation table because it's replaced by CCO No. 1- Revised.

\*\*\*Misc. Costs include items such as staff time, project management, field operation costs, etc.

RECEIVED

NOV 5 2020

Item No. 11

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

7:50am

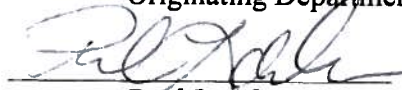
*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 10, 2020

Originating Department: Community Development

Interim Director:

  
Paul L. Adams

City Manager:



Michael Flad

**SUBJECT: CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN PROGRESS UPDATE: FISCAL YEAR 2019/20**

**PURPOSE:** To review the proposed Economic Development Strategic Plan Progress Update for Fiscal Year 2019/20.

**RECOMMENDED ACTION:** Receive and file the City of South Gate Economic Development Strategic Plan Progress Update for Fiscal Year 2019/20, containing priorities and actions taken to improve the City's economic development efforts.

**FISCAL IMPACT:** The estimated cost of preparing the Fiscal Year 2019/20 Progress Update on the City's Economic Development Strategic Plan was \$5,759.38 and was budgeted in the Fiscal Year 2019/20 Municipal Budget in Account Number 100-603-41-6101 (Community Development – Planning – Professional Services) and those funds will be carried over to Fiscal Year 2020/21.

**ALIGNMENT WITH CITY COUNCIL GOALS:** This report meets the City Council's goals of encouraging economic and workforce development by informing the City Council and public of accomplishments and specific initiatives designed to enhance the City's economic future.

**ANALYSIS:** As a follow up to the City's Comprehensive Economic Development Strategy, implemented by the City in June 2018, the Community Development Department retained a consultant to facilitate the preparation of a FY 2019/20 Progress Update for the Economic Development Strategic Plan. Around the theme of "A Vision in Action," the Progress Update identifies priorities identified in the Economic Development Strategic Plan and lists the actions taken by the City since the Comprehensive Economic Development Strategy was approved.

Given the current health and economic crisis facing South Gate residents and businesses, the Economic Development Strategic Plan Progress Update also summarizes actions taken by the City in response to the COVID-19 pandemic and lists future and ongoing activities that the City intends to implement to continue to meet the needs of current and future residents and businesses.

The City will continue its economic development efforts throughout FY 2020/21 and beyond to assure that goals detailed in the City of South Gate Economic Development Strategic Plan are achieved. Proposed projects and programs to implement the economic development strategy will be aligned with these goals.



**BACKGROUND:** On June 26, 2018, the City Council approved a Comprehensive Economic Development Strategy to identify priorities that attracted development, met the needs of industries and current residents, and promoted short and long-term success. The Comprehensive Economic Development Strategy identified four core focus areas intended to guide City leaders in developing and implementing a successful economic development plan. The four-part Strategy consisted of the following elements:

- Leveraging Opportunity
- Elevating Community
- Communicating Success
- Evaluating Processes

These activities will stimulate the nearly 3,000 businesses operating within the City and will improve the livelihood of residents. Since the Comprehensive Economic Development Strategy's adoption, the City began working on key strategic priorities, which are recapped in the Economic Development Strategic Plan Progress Update: FY 2019/20.

As part of the greater Los Angeles economic region, South Gate benefits from the activities and resources available to the public and private sector to stimulate job growth, economic success for South Gate families and workers, and investment opportunities for local businesses and property owners. A local economic development strategy clarifies the city's role within these partnerships and guides its actions in achieving economic development goals.

**ATTACHMENT:** Economic Development Strategic Plan Progress Update: FY 2019/20

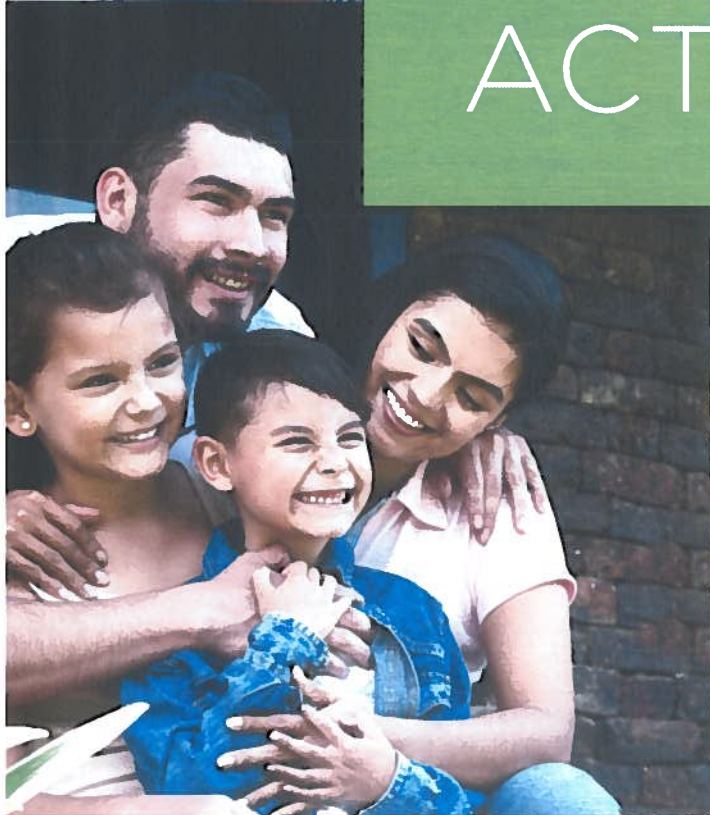


# THE CITY OF SOUTH GATE

ECONOMIC DEVELOPMENT STRATEGIC PLAN  
PROGRESS UPDATE: **FY2019-20**



A VISION  
— IN —  
ACTION



# “¡Bienvenidos!

The South Gate Economic Development Strategy was adopted in June 2018 to identify priorities that attract development, meet the needs of today’s industries and current residents, and promote short and long-term success. These activities will stimulate the nearly 3,000 businesses operating within the City and improve the livelihood of residents, most importantly our most vulnerable businesses and individuals that often do not have equal access or benefit from larger economic trends.

Since the adoption of the South Gate Economic Development Strategy, the City has made strides in implementing key strategic priorities, recapped here. Throughout prosperous and turbulent times alike, the City of South Gate remains dedicated to promoting the wellbeing of its residents and businesses.”

---

**South Gate City Council:**

Mayor Maria Davila  
Vice Mayor Al Rios  
Council Member Pilar Avalos  
Council Member Denise Diaz  
Council Member Gil Hurtado

**City Manager:**

Michael Flad

**Contact:**

Dianne Guevara, Management Analyst  
City of South Gate  
323.563.9535  
[www.cityofsouthgate.org](http://www.cityofsouthgate.org)





# SOUTH GATE: A Snapshot of 2020 Through the Numbers

Until COVID-19, South Gate's unemployment rates were similar to the County and State trends, but the pandemic has affected the City's workforce harder than others. Simultaneously, the price of housing in South Gate has continued to increase, causing more strain on South Gate's rent burdened residents. The economic effects of COVID-19 create more demand for resources from nonprofit and government agencies.

## CHANGES OVER FY 19-20



**↑ \$22.5k**  
**Median Home Sales**  
(\$472,500)

**↓ 2.8%**  
**Labor Force**  
(41,300)

**↑ 15.2%**  
**Unemployment Rate**  
(20%)



## COMMUNITY PROFILE

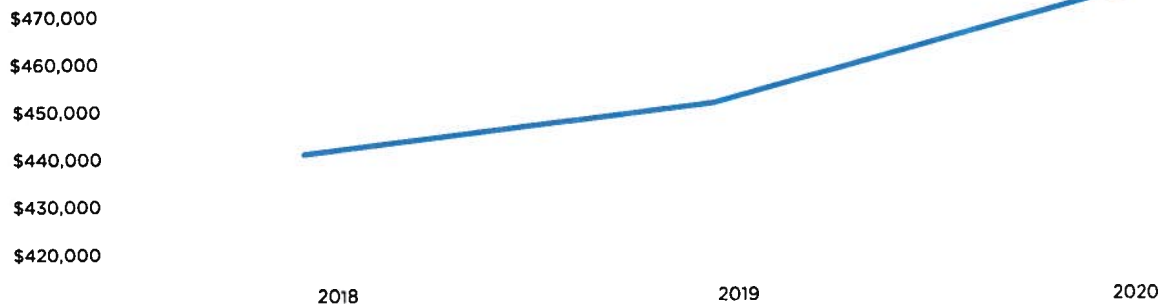
**Rent burden:**  
**62%**  
**(South Gate)**

**Rent burden:**  
**56%**  
**(County of Los Angeles)**

**Rent Burden:**  
**55%**  
**(State of California)**

Sources: US Census Bureau, California Employment Development Department, CoreLogic

## MEDIAN HOME PRICE





# BUSINESS & WORKFORCE

**~2,900**  
Businesses  
**41,300**  
Labor Force

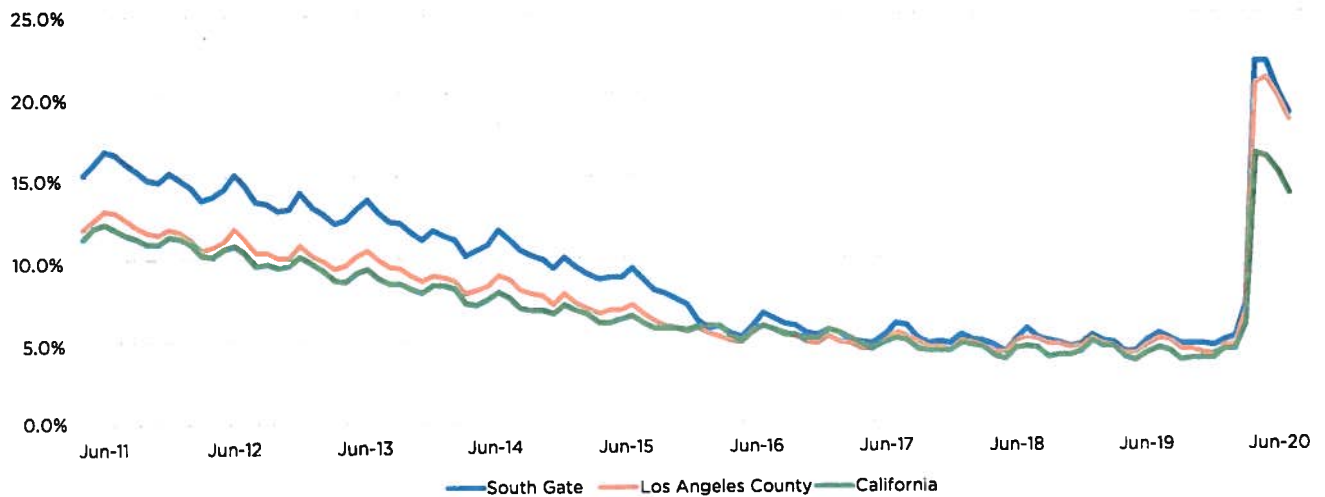
**88%** South Gate  
**87%** Los Angeles Metropolitan Area  
**82%** State of California

**Businesses with Less than 10 Employees**

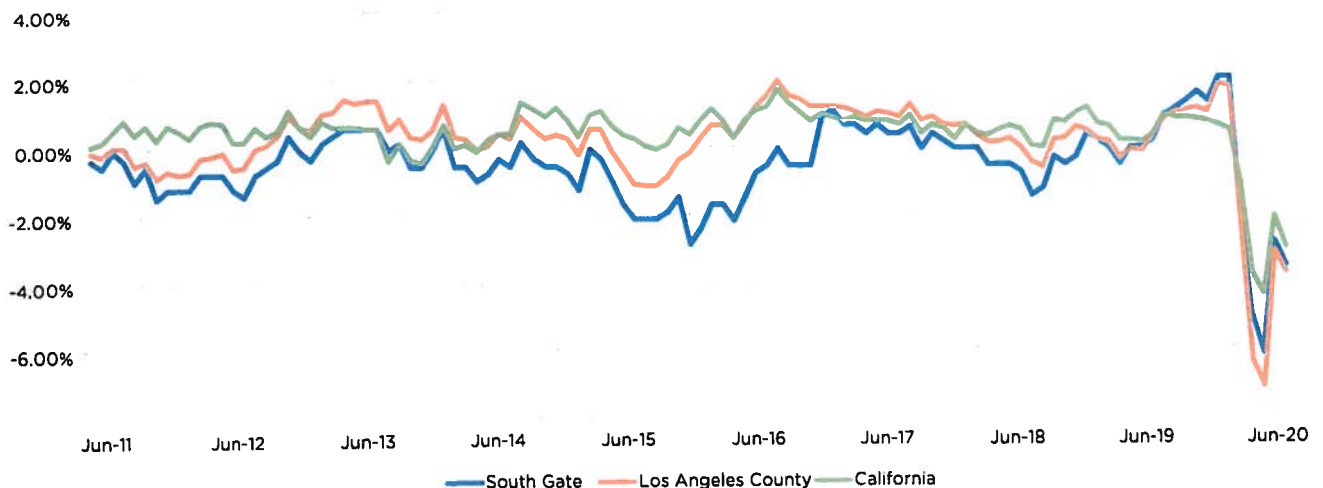
**2019: 4.8%**  
**2020: 20.0%** South Gate:  
**2019: 4.5%**  
**2020: 19.6%** County of Los Angeles:  
**2019: 4.4%**  
**2020: 15.1%** State of California:

**Unemployment Rate**

## UNEMPLOYMENT RATE



## 12-MONTH CHANGE IN LABOR FORCE (%)





# COVID-19 RESPONSE

As the COVID-19 pandemic continues to pose a serious health threat to South Gate residents, the economic challenges are especially damaging to workers and small businesses. The City has been both proactive and reactive in efforts to mitigate COVID-related damages despite limited support from the Federal Government. With a dedicated team and determined local leadership, South Gate has been deploying resources and broadcasting information to residents and businesses since March 12, 2020.



## **ACTIONS TAKEN AND PROGRESS MADE:**

- Hosted a teleconference with South Gate Small Businesses and the SBA regarding the Small Business Loans to assist businesses during the COVID-19 pandemic.
- Printed 6x4 signs for restaurants/ small businesses that say, "Open for Business or Take Out".
- Developed a Small Business Job Retention and Creation Program and awarded 20 small businesses with \$10,000 grants.
- Compiled list of businesses that are open for takeout and promoted them on the City's website and social media platforms.
- Distributed "Thank You Cards" to essential workers.
- Created Small Business Resource Center online.
- Enabled no-fee outdoor dining permits for restaurants with expedited review time.
- These actions do not include those taken by other city departments to assist in the wellbeing of local residents, including over 15,000 phone check ins on the local senior population, working with nonprofits to open food banks in the community, expanding access to virtual recreational experiences for youth and adults and much more.



# LEVERAGING OPPORTUNITY

City officials of South Gate are focused on leveraging existing and potential opportunities for economic growth to ensure that the City remains full of opportunity for every generation.



## **PRIORITIES:**

1. Provide assistance to small businesses
2. Pursue state and federal financial resources
3. Maintain investment map
4. Encourage youth opportunity, education & employment

## **ACTIONS TAKEN AND PROGRESS MADE:**

- Participated in the CALED Local Economic Advisory Program to better understand current efforts to support small businesses, as well as how the City can improve its economic development efforts.
- Engaged HUB Cities and appropriated \$6 million in efforts to create a potential Employment Resource Center as part of an effort to increase utilization of workforce programs for South Gate youth and adult job seekers.
- Launched the shop small/local campaign in November 2018 to promote small businesses within the City.
- Funded \$100,000 for Youth Employment Program.
- Completed the Firestone Boulevard Regional Corridor Capacity Enhancement Project.
- Hosted an Economic Development Strategic Plan briefing and training workshop with City staff to discuss implications and staff roles in its success.
- Appropriated \$30k to develop a Sister City Program to establish relationships with cities and localities abroad to develop civic, economic and business partnerships.
- Completed a comprehensive 5-year Information Technology Master Plan to update the current IT infrastructure, resources, and service delivery to meet the rapid technological changes and demands of the City and the community.
- The South Gate Police Department provided "Active Shooter" training to business owners.
- Partnered law firm Bet Tzedek to provide free legal advice for small businesses.



# ELEVATING COMMUNITY

City officials will continue to make a concerted effort to ensure that economic growth remains consistent with community aspirations and goals by seeking strategies that result in equity and sustainability.



## **PRIORITIES:**

1. Increase housing supply
2. Encourage discussion of displacement threats
3. Create incentives for businesses to hire graduates of local youth programs
4. Sponsor mentorships
5. Promote façade improvement program
6. Seek community benefit agreements

## **ACTIONS TAKEN AND PROGRESS MADE:**

- Adopted the Tweedy Boulevard Specific Plan, which will facilitate the revitalization of Tweedy Boulevard, one of the main commercial corridors in the City.
- Awarded a \$4.6 million Active Transportation Program Grant to fund improvements on Tweedy Mile to enhance pedestrian safety and beautify the corridor.
- Awarded a \$174,000 grant for an Open Streets event from Los Angeles Metro Transportation Authority (Metro) to promote sustainable transportation modes, foster community participation in the development of multi-modal policies and infrastructure, and improve economic and public health.
- Awarded a \$315,000 SB 2 technical assistance grant for improving processing systems to expedite the review and approval of residential projects in the City
- Acknowledged residents who maintain and beautify their homes through the Home Recognition Program.
- Began preparation of an inclusionary housing ordinance to help mitigate gentrification in future development.
- Closed on the purchase of the former Rancho Market property to develop approximately 35 affordable housing units.
- Closed on the purchase of 9019 Long Beach Bl for development of a second phase of a proposed affordable townhome project in partnership with Habitat for Humanity while administering the remediation of contaminated property.
- Promoted Commercial Façade Improvement Program in Quarterly Vista Magazine, City Newsletter, social media, and website.
- Held four (4) Budget Subcommittee meetings to increase civic engagement in the City's budget process.
- Recruited additional Business Watch Program partners and held monthly meetings.
- Implementing Building and Safety Electronic Permitting System.
- Supported Tweedy Mile Association and Chamber of Commerce Events.





# COMMUNICATING SUCCESSSES

The City of South Gate will continue to communicate and highlight its successes in economic growth and development with potential investors, developers, the South Gate community, and neighboring communities.



## **PRIORITIES:**

1. Host events to bring investors and developers to South Gate
2. Market economic potential to investors
3. Showcase youth programs
4. Market to visitors from neighboring communities
5. Communicate Economic Development efforts to residents and business owners

## **ACTIONS TAKEN AND PROGRESS MADE:**

- Distributed Monthly Business Connection Newsletter to communicate development and business updates to the community.
- Continued to post development updates on social media platforms.
- Appropriated \$50k for marketing services to provide strategic support for communications projects, initiatives, and campaigns designed to advance the City's vision, mission, image and branding.



# EVALUATING PROCESSES

The City of South Gate will undertake periodic evaluation processes to ensure that economic development efforts are successful.



## **PRIORITIES:**

1. Annual evaluation with City Council and Chamber of Commerce
2. Gain input from residents
3. Evaluate how City's organizational structure and operations respond to strategy
4. Maintain focus on potential opportunities and emerging industries
5. Focus on fiscal resilience

## **ACTIONS TAKEN AND PROGRESS MADE:**

- Adopted an on-time and balanced FY 2019-20 budget.
- Appropriated \$20k to complete a customer service study to identify process improvements.
- Reestablished the Tweedy Mile Advisory Board to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities in regards to the Tweedy Mile Association.



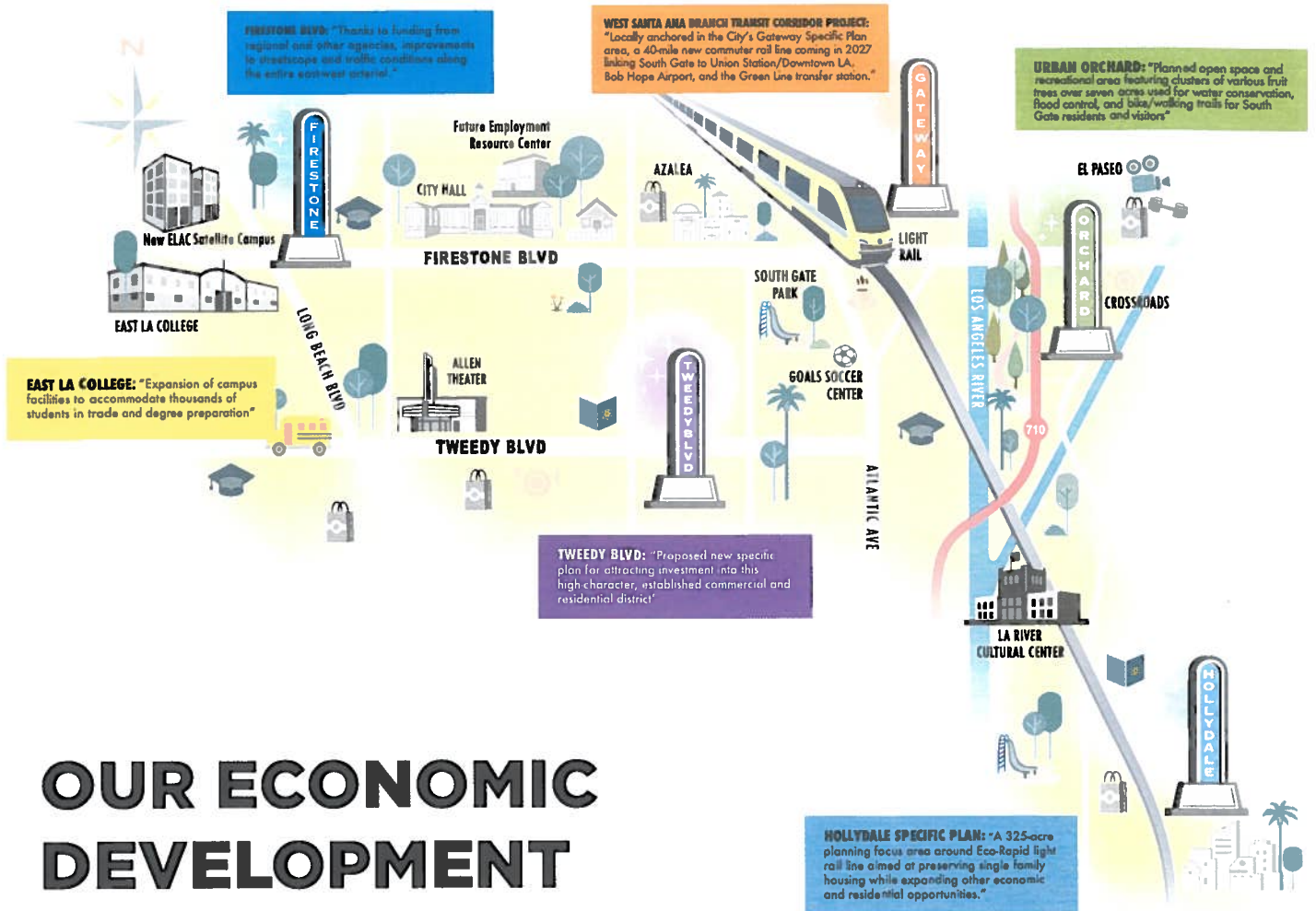
# FUTURE AND ONGOING ACTIVITIES

The City of South Gate will continue its economic development efforts over FY 2020-21 and beyond to assure that the goals detailed in the South Gate Economic Development Strategy are achieved.



## THE CITY OF SOUTH GATE:

- Will focus on internal improvements to expedite the planning and development process, including pursuing grant funding to assist in implementation.
- Will perform studies to evaluate the feasibility and benefit of programs such as an Affordable Housing Incentive Program and Inclusionary Housing Program that will maximize the use of opportunity housing sites.
- Will begin implementation activities for the Gateway District, Tweedy Boulevard, and Hollydale Specific Plans.
- Will continue its partnership SCORE to hold business training workshops for the South Gate business community.
- Will continue to partner with various non-profits and the Los Angeles County Department of Consumer and Business Affairs to host a Small Business Legal Academy for the South Gate business community.
- Will continue to host development partners.
- Will implement inclusionary housing ordinance.
- Will continue to complete Commercial Façade Improvement Program.
- Will continue to pursue State and Federal financial resources, such as SB 2 funding and EPA grant funding for planning, brownfield inventories, environmental assessments, and community outreach.
- Will adopt the Gateway District Specific Plan, and continue to plan for the West Santa Ana Branch (WSAB) Transit Corridor.
- Will explore free Public Wi-Fi options on the Tweedy Boulevard.
- Is exploring cost sustainable systems to promote efficiencies for public counter services.
- Will implement public portal to enable the public to view property information, schedule building inspections, and apply for permits.



# OUR ECONOMIC DEVELOPMENT PARTNERS:

**GO-Biz - State's contact for economic development and job creation efforts**  
[www.business.ca.gov](http://www.business.ca.gov)  
 877-345-4633

**LAEDC - Strategic partner for LA region**  
[www.laedc.org](http://www.laedc.org)  
 213-622-4300

**HUBCities - Workforce development resource**  
[www.hubcities.org](http://www.hubcities.org)  
 323-586-4700

**South Gate Chamber of Commerce - Local business resource**  
[www.southgatecc.org](http://www.southgatecc.org)  
 323-567-1203

**Long Beach SBDC - Small business assistance programs**  
[www.longbeachsbdc.org](http://www.longbeachsbdc.org)  
 562-938-5100

**SCORE - Free-business mentoring**  
[www.score.org](http://www.score.org)  
 800-634-0245



For more information or inquiries, contact Dianne Guevara, Management Analyst, City of South Gate, 323.563.9535 [www.cityofsouthgate.org](http://www.cityofsouthgate.org)

RECEIVED

NOV 4 2020

Item No. 12

*City of South Gate*  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

8:00am

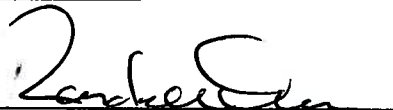
AGENDA BILL

For the Regular Meeting of: November 10, 2020  
Originating Department: Office of the City Clerk

City Clerk:

  
Carmen Avalos

City Manager:

  
Michael Flad

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**SUBJECT:** APPROVAL OF CITY COUNCIL MEETING MINUTES.

**PURPOSE:** To historically preserve the events of the City Council Meetings.

**RECOMMENDED ACTION:**

- a. Approve the Special City Council Meeting minutes of September 30, 2020;
- b. Approve the Special City Council Meeting minutes of October 21, 2020; and
- c. Approve the Regular and Special City Council Meeting minutes of October 27, 2020.

**FISCAL IMPACT:** None

**ANALYSIS:** The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

**BACKGROUND:** The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

**ATTACHMENTS:** City Council Minutes

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
WEDNESDAY, SEPTEMBER 30, 2020**

**CALL TO ORDER** Maria Davila, Mayor called a Special City Council meeting to order at 5:05 p.m.

**ROLL CALL** Veronica Galvez, Recording Secretary

**PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas

**ABSENT** Carmen Avalos, City Clerk

**CLOSED SESSION** The Council Members recessed into Closed Session at 5:07 p.m. and reconvened at 8:21 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE  
Pursuant to Government Code Section 54957 and 54957.6

- a. City Manager

There was no reportable action.

**ADJOURNMENT** Mayor Davila unanimously adjourned the meeting at 8:21 p.m. and seconded by Council Member Hurtado.

**PASSED and APPROVED** this 10th day of November 2020.

ATTEST:

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Maria Davila, Mayor

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Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
WEDNESDAY, OCTOBER 21, 2020**

**CALL TO ORDER** Maria Davila, Mayor called a Special City Council meeting to order at 4:05 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

**PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Manager Mike Flad, City Attorney Raul F. Salinas

**ABSENT** City Treasurer Gregory Martinez

**CLOSED SESSION** The Council Members recessed into Closed Session at 4:10 p.m. and reconvened at 5:26 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

The City Council met in closed session to discuss the evaluation of performance of the City Manager. Upon conclusion of that discussion, there was no reportable action taken by the City Council.

**ADJOURNMENT** Mayor Davila unanimously adjourned the meeting at 5:27 p.m. by motion of Mayor Davila and seconded by Vice Mayor Rios .

**PASSED and APPROVED** this 10th day of November 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, OCTOBER 27, 2020**

- CALL TO ORDER** Maria Davila, Mayor called a Special City Council meeting to order at 5:37 p.m.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Manager Mike Flad, City Attorney Raul F. Salinas
- ABSENT** City Treasurer Gregory Martinez
- CLOSED SESSION** Raul F. Salinas, City Attorney stated that on Item 1b the City Attorney will be recusing himself as his firm represents the County of Los Angeles on unrelated and the City has retained outside counsel that will be present for the discussion of this matter.
- The Council Members recessed into Closed Session at 5:39 p.m. and reconvened at 6:36 p.m. with all Members of Council present. City Attorney Salinas reported the following:
1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION  
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)
    - a. Suzy J. Brissette v. City of South Gate
    - b. City of South Gate v. County of Los Angeles
- Item 1a was not discussed in Closed Session and this item will be brought back in a future City Council Meeting.
- Item 1b was not discussed in Closed Session and the City is being represented by outside counsel for this matter.



**SPECIAL CITY COUNCIL MEETING MINUTES OF OCTOBER 27, 2020**

**2. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE**

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

For Item 2 the City Council received a presentation by the City Manager and an outside consultant. At the conclusion of the presentation the City Council provided guidance to the City Manager on a going forward process on the consideration on the hiring of an interim City Manager.

**3. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8

- |                    |  |
|--------------------|--|
| a. Property APN:   | N/A  |
| Property:          | 9599 Pinehurst Avenue, South Gate,<br>California 90280 |
| City Negotiator:   | Michael Flad, City Manager                             |
| Negotiating with:  | Goals Soccer Centers, Inc.                             |
| Under Negotiation: | Terms of Leases  |

Item 3 was not discussed in Closed Session and this item will be brought back in a future City Council Meeting.

**ADJOURNMENT**

Mayor Davila unanimously adjourned the meeting at 6:39 p.m. by motion of Vice Mayor Rios and seconded by Councilmember Hurtado.

**PASSED and APPROVED** this 10th day of November 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, OCTOBER 27, 2020**

- CALL TO ORDER** Maria Davila, Mayor called a Regular City Council meeting to order at 6:41 p.m.
- INVOCATION** Pastor Bobby Scott led the Invocation.
- PLEDGE OF ALLEGIANCE** Vanessa Sandoval, President of the South Gate High School Key Club led the Pledge of Allegiance.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas
- 1**  
**PROCLAMATIONS** The City Council issued Proclamations to Edward Camacho, James Hugar and Byron Austin in recognition and appreciation of their dedicated years of service to the City.
- 2**  
**PROCLAMATIONS** The City Council issued a Proclamation declaring November 2nd through 6th, 2020, as National Key Club Week in the City of South Gate.
- 3**  
**APPOINTMENTS** Brigida Salinas was appointed to the Civil Service Commission by motion of Councilmember Avalos and seconded by Mayor Davila.
- ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.
- 4**  
**FEES** The City Council opened the Public Hearing and consider continuing consideration of a Resolution amending Resolution No. 7872 (Schedule of Fees) to apply a 3.36% rate increase to the residential refuse collection and recycling services for Fiscal Year 2020/21, retroactively effective July 1, 2020, to the regularly scheduled City Council meeting of November 24, 2020.
- This item was continued to the City Council Meeting of November 24, 2020.

**REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 27, 2020**

4

**FEES CONT'D**

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

Virginia Johnson, 5751 McKinley, stated that she does not consider a raise of sixty-three cents to be too much for residential services. The prices to the trash companies have had a substantial increase. We don't need a loss of workers with trash lying around for days. We already have so much trash and garbage on our streets without adding to the strain on the residents.

Seeing no one else come forward, Mayor Davila closed the public hearing.

**PUBLIC COMMENT**

Virginia Johnson, 5751 McKinley Avenue, spoke in support of Police Enforcement for distracted driving.

Armando Velazquez, thanked the City Council for the support of the Little Library. On Halloween the Kiwanis Club will be giving out candy bags at a drive through event.

Nicolas, Las Tambores Project, stated that they are working towards creating awareness for an aide's monument and looking for support of the project.

Thomas Buckley, thanked the South Gate Community for helping to raise \$21,000 for Augustine.

Robert Montalvo, stated that he is disappointed in the City Council and staff for their lack of concern about the dirty water in the City. He is concerned with conflicts of interest with Mayor Davila and several companies that do business in the City.

Jovanna Laborin, thanked the Mayor and Council Member Hurtado for their work with the community.

Liz Ruiz, spoke about an upcoming emission meeting.

City Clerk Avalos read into the record the comments received by email from Andrea Paulino who is concerned with the homeless camp that is located at the fence line of the Edison right-of-way that runs between Garfield and Stewart and Gray and wants to know what can be done to move these camps away from the homeowners of this area.

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 27, 2020

### REPORTS AND COMMENTS

#### FROM CITY OFFICIALS

Steve Costley, Interim Parks and Recreation Director reminded everyone of the upcoming drive in Halloween event at South Gate Park.

Paul Adams, Interim Community Development Director announced that the City has received two grants. \$300,000 for our local early action planning grant that will be used to assist with updating ordinances and design standards. \$721,000 for permanent local housing allocation that will help with the City's project on Long Beach Boulevard.

Mike Flad, City Manager announced that in the last 24 hours in Los Angeles County the numbers are way up with 1,576 new cases. The total number for South Gate is now up to 4,940 residents and 73 deaths. The City continues to operate under pandemic conditions and we are dealing with an extreme public health risk.

Raul F. Salinas, City Attorney addressed the comment from the public regarding the Subcommittee for the upcoming refuse contract. Mr. Salinas stated that this is a very transparent process and has been used in the past that has worked out well.

Carmen Avalos, City Clerk reminded everyone that next Tuesday is Election Day. The City has several ways for residents to drop off their ballots. There have been concerns with people wanting to know if their ballots have been received. The County does scan the ballots and people can log on to the County's website to track their ballots.

Council Member Hurtado asked the City Clerk to explain the post mark date for the ballot returns.

Ms. Avalos responded that if you are mailing in your ballot, it must be postmarked by November 3<sup>rd</sup>. Once it is postmarked the County is allowing up to seventeen days to be received.

Council Member Hurtado received a few requests of reckless driving this week near 2701 Sequoia. He urged everyone to drive responsible especially as Halloween approaches.

Council Member Avalos thanked Thomas Buckley for helping Augustine. She congratulated Juana Brown, Police Department; Johanna Monterroza, Police Department; and Cesar Godinez, Street Department for working towards their degrees in higher education.

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 27, 2020

### REPORTS AND COMMENTS

#### FROM CITY OFFICIALS

Council Member Diaz thanked Thomas Buckley for helping Augustine. Augustine is a shoe repair man that daily walks the entire City of South Gate. She thanked the Public Works Department for cleaning the bus stops. Council Member Diaz also stated that at Mallison Avenue and Wood Avenue are horrific. This area needs to be paved.

Vice Mayor Rios stated that HUB Cities will be having their Grand Opening soon. Gateway Cities Metro Cities Council will be having a meeting on November 12<sup>th</sup>. The SELA Collaborative and Altamed will be hosting a mobile vote center on October 28<sup>th</sup>.

#### CONSENT CALENDAR

Agenda Items 5, 7, 9 and 10 were unanimously approved by motion of Council Member Avalos and seconded by Council Member Hurtado. Items 6 and 8 were pulled for separate discussion.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

5

#### CONFLICT OF INTEREST

The City Council unanimously adopted Resolution No. 2020-38-CC entitled - A Resolution of the City Council of the City of South Gate, California, adopting an amended Conflict of Interest Code, revising designated City positions required to file Form 700 (Statement of Economic Interests), revising disclosure categories and repealing Resolution No. 7827 during Consent Calendar.

6

#### GOALS SOCCER CENTER

The City Council considered:

- a. Approving Amendment No. 1 to Contract No. 2546, Ground Lease Agreement, with Goals Soccer Centers, Inc., reducing ground lease payments by 50% for the period of April 1, 2020 through and including March 31, 2021, due to previously ceased, and now limited, operations during the COVID-19 pandemic;
- b. Approving Amendment No. 1 to Contract No. 2646, Management Agreement, with Goals Soccer Centers, LLC reducing lease payments for the operation of the Batting Cages Facility by 50% for the period of April 1, 2020 through and including March 31, 2021, due to previously ceased, and now limited, operations during the COVID-19 pandemic;

**REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 27, 2020**

**6  
GOALS SOCCER  
CENTER CONT'D**

- c. Authorizing the Interim Director of Parks & Recreation to negotiate future years' rent reductions after reviewing unaudited financial statements from Goals Soccer Centers, Inc., in accordance with both amendments and present recommendations to the City Council in the subsequent years; and
- d. Authorizing the Mayor to execute both amendments in a form acceptable to the City Attorney.

This item was continued to the next City Council Meeting on November 10, 2020.

**7  
WATER WELL #27**

The Council unanimously approved A, B, C, D, and E during Consent Calendar.

- a. Approved an amendment to the Capital Improvement Program (CIP) to add the Well No. 19 Pump Replacement, City Project No. 665-WTR (Project);
- b. Appropriated \$174,830 in Water Funds from the unassigned fund balance to CIP Account Number 411-731-71-9544 to fully fund the cost of the Project;
- c. Approved Contract No. 2020-100-CC with General Pump Company, Inc., for the Well No. 19 Pump Replacement, City Project No. 665-WTR (Project), in an amount not-to-exceed \$117,630;
- d. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- e. Approved the Notice of Exemption for this Project, and direct the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

**8  
SOUNDWALL**

The City Council Ratified the letter, dated October 1, 2020, to Ortiz Enterprises, Inc., Notice to Proceed and Assumption of Liability for Certain Claims, authorized additional work to be paid on a time and material basis and to provide indemnification for certain construction claims under the 1-710 Corridor Soundwall Project, to avoid construction delays by motion of Vice Mayor Rios and seconded by Council Member Avalos. Council Member recused himself from participating on this item.

**REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 27, 2020**

**8**

**SOUNDWALL CONT'D**

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, recused; Council Member Avalos, yes.

**9**

**CHAKEMCO ST**

The City Council unanimously approved A, and B during Consent Calendar.

- a. Approved Change Order No. 1 to Contract No. 2020-30-CC with Hardy and Harper, Inc., for additional improvements on the Chakemco Street Improvement Project, City Project No. 593-ST, and deduction of improvements no longer necessary to be constructed, in a net amount not to-exceed \$31,470; and
- b. Authorized the Assistant City Manager/Director of Public Works to execute Change Order No. 1.

**10**

**MINUTES**

The City Council approved the Regular Meeting and Special Meeting minutes of October 13, 2020 during Consent Calendar.

**11**

**CIS**

The City Council unanimously approved Option 1 by motion of Council Member Avalos and seconded by Council Member Diaz.

- a. Receiving and filing a summary report pertaining to the free public wireless (Wi-Fi) network access in the Tweedy Mile District and South Gate Park areas; and
- b. Selecting one of the options below on how to proceed with implementing the free public Wi-Fi access in these two designated areas:
  1. The First Option is to move forward with implementing the free public Wi-Fi access independently and issue a Request for Proposals (RFP); OR
  2. The Second Option is to move forward with working with Spectrum/Charter Communications under a Public Private Partnership; OR
  3. The Third Option is to move forward with both the RFP process and continue working with Spectrum/Charter Communications as a paralleled approach.

**REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 27, 2020**

**11**  
**CIS CONT'D**

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

**12**  
**WARRANTS**

The City Council unanimously approved the Warrant register for October 27, 2020 by motion of Council Auditor Avalos and seconded by Mayor Davila.

Total of Checks:	\$2,969,707.77
Voids:	(\$ 312,518.00)
Total Payroll Deductions:	<u>(\$ 314,091.77)</u>
Grand Total:	\$2,343,098.00

Cancellations: 90488

**ADJOURNMENT**

Mayor Davila unanimously adjourned the meeting at 8:55 p.m. and seconded by Council Member Avalos.

**PASSED and APPROVED** this 10<sup>th</sup> day of November 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk



WARRANT REGISTER FOR COUNCIL MEETING 11/10/20 **RECEIVED** PART I

apChkLst  
10/28/2020 7:35:34AM

Final Check List  
CITY OF SOUTH GATE

NOV 4 2020

Page: 1

1:05pm

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90670	10/29/2020	0012107	CALIFORNIA STATE DISBURSEMENT Ben277839	10/29/2020	CA STATE DISB. UNIT. PAYMENT	283.76	283.76
90671	10/29/2020	0009920	OCSE CLEARINGHOUSE SDU Ben277841	10/29/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
Sub total for BANK OF THE WEST:						607.76	607.76

2 checks in this report.

Grand Total All Checks: 607.76

**WARRANT REGISTER FOR COUNCIL MEETING 11/10/2020**

**PART II**

apChkLst  
11/03/2020 9:36:33AM

Final Check List  
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90672	11/10/2020	0012450 129 BUILDERS INC	000117	8/20/2020	PD WASH BAY EPOXY COATING	4,275.00	
		Voucher:	000115	8/20/2020	PD WASH BAY EPOXY COATING	2,750.00	
			000119	9/10/2020	PD EMPLOYEE LOUNGE REMOC	2,400.00	9,425.00
90673	11/10/2020	0012670 A&R AUTO COLLISION	102220	10/22/2020	BODY REPAIR AND PAINT- UNIT	1,820.75	1,820.75
		Voucher:					
90674	11/10/2020	00003502 ABC BATTERY INC.	5509	10/2/2020	4- BATTERIES FOR UNIT 141, 141	350.19	
		Voucher:	5793	10/26/2020	4- BATTERIES FOR UNIT 141, 141	350.19	700.38
90675	11/10/2020	00001467 ADMINISTRATIVE SERV. CO-OP	9638	8/31/2020	8/17/20-8/19/20: TESTING TRIPS,	67.65	
		Voucher:	9639	8/31/2020	MEAL DELIVERY, COVID-19	679.95	747.60
90676	11/10/2020	00003971 ADMININSURE INC.	13671	10/19/2020	NOV 2020 - WORK COMP CLAIM	9,224.00	9,224.00
		Voucher:					
90677	11/10/2020	0011577 ALL PHASE ELECTRIC SUPPLY C0946-486841		6/29/2020	OUTSIDE LED LIGHTS	50.00	
		Voucher:	0946-486730	6/29/2020	RELOCATE ELECT. FOR ADA AUI	422.39	472.39
90678	11/10/2020	00003098 AMERINAT	20-00667	9/1/2020	AUG 2020: LOANS BOARDED- A;	132.10	
		Voucher:	20-00749	10/1/2020	SEP 2020: LOANS BOARDED- AS	112.00	
			20-00584	8/3/2020	JUL 2020: LOANS BOARDED- AS	114.80	358.90
90679	11/10/2020	0007290 APW KNOX-SEEMAN	15521851	7/25/2020	ABS MODULE	354.94	
		Voucher:	15772674	10/8/2020	BLOWER ASS., RESISTOR AND C	117.27	
			15772694	10/8/2020	HOOD SHOCKS FOR UNIT 304	23.70	
			15822222	10/23/2020	FILTERS AND WIPER BLADES FC	90.17	586.08
90680	11/10/2020	00000103 AREA E DISASTER MANAGEMENT 2021-22		10/29/2020	FY 2020-2021: RENEWAL - DISAS	9,958.00	9,958.00
		Voucher:	165	10/9/2020	SEP 2020: CAR WASH SERVICE I	650.00	
90681	11/10/2020	0012470 ARMCO WASH INC		10/28/2020	METAL PHOTOS FRAMES FOR T	2,890.47	2,890.47
		Voucher:	1599				
90682	11/10/2020	0012820 ARTBEAT STUDIOS		9/14/2020	COORDINATE A SALES TRANSA	17,150.50	17,150.50
		Voucher:					
90683	11/10/2020	0012775 ASI REAL ESTATE INVESTMENTS 1		10/1/2020	BILLING PRD- 10/07/20 - 11/06/20	9.29	
		Voucher:	250 631 3928 352	10/1/2020	BILLING PRD- 10/01/20 -10/31/20	235.35	244.64
90684	11/10/2020	00003529 AT&T		10/5/2020	BILLING PRD 09/05/20-10/04/20 I	1,378.16	1,378.16
		Voucher:	7804817508				

Page: 1

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90686	11/10/2020	00005075 AT&T Voucher:	000015265241 000015407935 000015297038 000015327308 000015470039	9/1/2020 11/2/2020 8/13/2020 9/13/2020 10/13/2020	BP- 08/01/20-08/31/2020 BAN: 93\$ BP- 09/01/20-09/30/2020 BAN: 93\$ BP- 07/13/20-08/12/2020 BAN: 93\$ BP- 08/13/20-09/12/2020 BAN: 93\$ BP- 09/13/20-10/12/2020 BAN: 93\$	1,759.10 1,758.90 1,006.44 115.17 109.12	1,759.10 1,758.90 1,006.44 115.17 109.12
90687	11/10/2020	00003692 AT&T MOBILITY Voucher:	287288333867X10162	10/2/2020	BILLING PRD- 08/8/20-09/9/20 (PI	1,599.36	1,599.36
90688	11/10/2020	00000201 ATLANTIC LOCK & KEY Voucher:	00094	10/8/2020	BILLING PRD- 09/09/20-10/8/20 (F	481.97	2,081.33
90689	11/10/2020	0010585 AUTOZONE STORES, INC. Voucher:	00093 5488178634 5488168932 5488177022 5488179623 5488158395 5488171129 5488172054 5488156842	10/8/2020 10/23/2020 10/13/2020 10/21/2020 10/24/2020 10/3/2020 10/15/2020 10/16/2020 10/1/2020	SPECIALIZED KEYS FOR THE DE REPAIR/REPLACE DOOR LOCK 1 OXYGEN SENSOR FOR UNIT 114 SHOCKS FOR UNIT 602 FUEL PUMP FOR UNIT 161 BRAKE PADS FOR UNIT 210 STARTER FOR UNIT 242 HOOD SHOCKS FOR UNIT 320 SPARK PLUGS FOR UNIT 114 COOLANT RESERVOIR FOR UNI	79.20 276.00 58.41 109.72 144.24 33.06 92.27 45.25 27.74 56.08	79.20 276.00 58.41 109.72 144.24 33.06 92.27 45.25 27.74 56.08
90690	11/10/2020	00004559 BAY ACTUARIAL CONSULTANTS Voucher:	1738	10/13/2020	WORKERS COMPENSATION ACT	3,800.00	3,800.00
90691	11/10/2020	0010615 BEARCOM Voucher:	5088957	10/1/2020	OCT 2020: BEARCOM ANNUAL S	318.81	318.81
90692	11/10/2020	0009876 BIGGS CARDOSA Voucher:	78810	6/5/2020	MAY 2019 CONSTRUCTION MAN	28,873.50	28,873.50
90693	11/10/2020	00001872 BLODGETT BAYLOSIS ENVIRONM Voucher:	201954	8/14/2020	REVIEW OF DRAFT EIR FOR RAI	5,720.00	5,720.00
90694	11/10/2020	00000418 BRADLEYS PLASTIC BAG CO Voucher:	340178	10/12/2020	SUPPLIES FOR JAIL- 8X15 AND E	40.48	40.48

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90695	11/10/2020	0006239 CENTRAL FORD Voucher:	362615	10/20/2020	GLASS FOR UNIT 197	64.04	
			362616	10/20/2020	RESISTOR FOR UNIT 145	49.18	
			362622	10/20/2020	4- BRAKE ROTORS FOR UNIT 19	370.70	
			362599	10/19/2020	BRAKE PADS FOR UNIT 198 & 19	333.59	
			361817	10/5/2020	BATTERY FOR UNIT 138	154.52	
			361892	10/6/2020	GEAR OIL FOR UNIT 232	318.25	
			362130	10/9/2020	SHIFTER PARTS FOR UNIT 664	96.99	
			362572	10/19/2020	RESISTOR FOR UNIT 145	49.18	
			361862		CREDIT FOR RETURNED PART, I	-17.64	1,418.81
90696	11/10/2020	0005639 CHAMPION CHRYSLER JEEP DOI614195 Voucher:	612313	10/21/2020	FUEL PUMP FOR STOCK	166.32	
			613455	10/1/2020	HYDRAULIC LIFTERS AND HEAD	708.40	
			Q237602	10/13/2020	LIFTERS AND HEAD GASKET FO	210.50	
			Ref000277791	10/19/2020	POWER STEERING PUMP FOR L	1,109.42	2,194.64
90697	11/10/2020	0012827 CHILLAR, ARUN Voucher:		10/21/2020	UB REFUND CST #00058635 437	31.09	31.09
90698	11/10/2020	00005244 CITY OF LAKEWOOD Voucher:	361862	10/5/2020	AUG 2020 CONTRIBUTION TOW#	220.01	220.01
90699	11/10/2020	0012713 CMR: DE LA PAZ, JOSE Voucher:	OCT 2020	10/28/2020	10/20/2020 - PLANNING COMMIS:	125.00	125.00
90700	11/10/2020	0008971 CMR: DELGADO, JOSE G. Voucher:	OCT 2020	10/28/2020	10/20/2020 - PLANNING COMMIS:	125.00	125.00
90701	11/10/2020	0010997 CMR: INZUNZA, FABIOLA Voucher:	OCT 2020	10/28/2020	10/20/2020 - PLANNING COMMIS:	125.00	125.00
90702	11/10/2020	0010131 CMR: PEREZ, JENNY Voucher:	OCT 2020	10/28/2020	10/20/2020 - PLANNING COMMIS:	125.00	125.00
90703	11/10/2020	0012710 CMR: SEPULVEDA SOTO, DIEGO Voucher:	OCT 2020	10/28/2020	10/20/2020 - PLANNING COMMIS:	125.00	125.00
90704	11/10/2020	00000461 COMMERCIAL TRANSPORTATION3594 Voucher:		10/17/2020	TRNG: COMMERCIAL DRIVER'S I	643.76	643.76
90705	11/10/2020	0011922 CONCENTRA MEDICAL CENTERS68956287 Voucher:	69016536	10/27/2020	LAX VERNON SOTO-POLICE EX/	306.50	
			69084897	10/27/2020	LAX VERNON SOTO- DOT RECEI	71.50	
			69214543	10/27/2020	LAX VERNON SOTO- DOT RECEI	208.00	
			68650595	10/27/2020	POLICE EXAMS AND X-RAY	1,073.50	
			68766583	8/17/2020	LAX VERNON SOTO/ HOURLY EX	884.50	
				8/26/2020	LAX SANTA FE SPRINGS DOT	352.00	2,896.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90706	11/10/2020	00002647 CUSTOMLINE INC. Voucher:	26643	9/4/2020	PUBLIC WORKS YARD ENTRANC	311.46	311.46
90707	11/10/2020	00000314 DAPEER ROSENBLIT & LITVAK LI16807 Voucher:	17753	12/31/2019	DEC 2019 - (NON CDBG) MUNICI	684.10	
			17754	8/31/2020	AUG 2020- (NON CDBG) MUNICIF	741.17	
			17871	8/31/2020	THRU 08/31/20 - PETRONE, FILO	9.95	
90708	11/10/2020	00001782 EBERHARD EQUIPMENT Voucher:	89317	9/30/2020	SEP 2020 (NON-CDBG) MUNICIF	319.30	1,754.52
				9/28/2020	MOWER PARTS	1,464.06	1,464.06
90709	11/10/2020	0011434 EDGESOFT, INC. Voucher:	3141	6/14/2020	PERMIT AND LICENSING SOFTV	65,125.00	65,125.00
90710	11/10/2020	00001186 EMPLOYMENT DEVELOPMENT DL0710262240 Voucher:	L2092580320	11/4/2020	CARES ACT CREDIT	-61,878.00	
			Ref000277754	10/29/2020	7/1/20-9/30/20 UI INSURANCE BE	124,046.00	62,168.00
90711	11/10/2020	0012824 ESPIN, LIZETH Voucher:		9/30/2020	UB REFUND CST #00057845 103	93.06	93.06
90712	11/10/2020	00001988 FAIR HOUSING FOUNDATION Voucher:	JULY-#1	8/4/2020	JULY 2020 - #1: PERSONNEL REI	1,833.68	
			SEP-#3	10/6/2020	SEP 2020 - #3: PERSONNEL REII	1,135.33	2,969.01
90713	11/10/2020	00000619 FALCON FUELS, INC. Voucher:	27902	10/12/2020	ULTRA LOW SULFUR DIESEL & SA	4,291.63	
			27913	10/13/2020	REGULAR UNLEADED FUEL & TF	7,699.90	
			28190	10/20/2020	REGULAR UNLEADED FUEL & TF	3,683.37	15,674.90
90714	11/10/2020	00002026 FEDERAL EXPRESS CORPORATI7-119-62926 Voucher:	7-146-49816	9/11/2020	FEDEX PRIORITY OVERNIGHT	65.38	
			FTS-333	10/9/2020	FEDEX PRIORITY OVERNIGHT	30.24	95.62
90715	11/10/2020	0010930 FORBES TRAFFIC SOLUTIONS, IF7S-322 Voucher:	FTS-322	9/23/2020	REVIEW & UPDATE ATLANTIC & /	1,250.00	
			7173809	7/29/2020	REVIEW REPLACEMENT CABINE	1,812.50	3,062.50
90716	11/10/2020	0012752 FUNFLICKS OF SO CAL Voucher:		10/21/2020	MOVIES IN THE PARK	2,599.00	2,599.00
90717	11/10/2020	0006890 GARVEY EQUIPMENT COMPANY 133014 Voucher:		10/15/2020	GROUNDS MAINTENANCE EQUII	586.89	586.89

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90718	11/10/2020	00004934	GAS COMPANY	013-900-7300-3-1c	10/13/2020	BILLING PRD- 09/10/20 -10/09/20	550.71
		Voucher:		045 400 7300 6-1c	10/13/2020	BILLING PRD- 09/09/20 -10/09/20	20.39
				189 300 9500 7 11	10/16/2020	BILLING PRD- 09/14/20 -10/14/20	1,111.06
				083 407 6536 4 1c	10/21/2020	BILLING PRD- 09/17/20 -10/19/20	20.26
				126 300 9600 1 1c	10/13/2020	BILLING PRD- 09/09/20 -10/09/20	19.27
				049 200 7902 9 1c	10/14/2020	BILLING PRD- 09/10/20 -10/12/20	26.97
				115 800 9600 3 10	10/13/2020	BILLING PRD- 09/09/20 -10/09/20	165.83
				186 100 7200 3 1c	10/13/2020	BILLING PRD- 09/09/20 -10/09/20	308.97
				094 300 7500 3 1c	10/15/2020	BILLING PRD- 09/11/20 -10/13/20	54.53
90719	11/10/2020	00000577	GATEWAY CITIES COG	DUES - FY 2020/2	10/15/2020	ANNUAL MEMBERSHIP DUES FC	28,200.00
		Voucher:		EIR/EIS FY 2020/2	10/15/2020	I-710 CORRIDOR EIR/EIS REPOR	25,000.00
90720	11/10/2020	0010016	GLOBAL PARATRANSIT INC.	112021-03	10/10/2020	SEP 2020: FIXED ROUTE (GATE)	41,094.36
		Voucher:		112021-02C	8/10/2020	AUG 2020 FIXED ROUTE (GATE)	42,176.39
90721	11/10/2020	00004869	GOLDEN STATE WATER COMPAN	33744100000-10/2	10/26/2020	BILLING PRD- 09/02/20 - 10/02/20	260.28
		Voucher:		53744100008 10/2	10/29/2020	BILLING PRD- 09/03/20 - 10/08/20	235.16
				63744100007-10/2	10/5/2020	BILLING PRD- 09/02/20 - 10/02/20	1,178.13
				73744100006 10/2	10/26/2020	BILLING PRD- 09/02/20 - 10/02/20	247.48
				32809400008 10/2	10/26/2020	BILLING PRD- 09/02/20 - 10/02/20	44.50
				29007447310-10/2	10/6/2020	BILLING PRD- 09/10/20 - 10/05/20	20.52
90722	11/10/2020	0008109	GOODIE'S UNIFORM	2020-31082	10/13/2020	UNIFORM AND ACCESSORIES FI	500.87
		Voucher:		2020-31084	10/13/2020	ACCESSORIES FOR POLICE REI	91.21
90723	11/10/2020	0012758	HARBOR AREA FARMERS MARK	20201026	10/27/2020	10/26/20: PROVIDE FOOD FOR F,	7,760.00
		Voucher:		2020928	10/19/2020	PROVIDE FOOD FOR FARM BOX	6,680.00
90724	11/10/2020	00000989	HARRIS & ASSOCIATES	46379	10/12/2020	08/23/20-09/26/20 GARFIELD/IMP	610.50
		Voucher:		46004	9/8/2020	7/26/20 - 8/22/20: DESIGN SVCS -	619.84
90725	11/10/2020	0011526	HASA, INC.	717129	10/15/2020	MULTI-CHLOR	336.37
		Voucher:		717131	10/15/2020	MULTI-CHLOR	366.86
				717130	10/15/2020	MULTI-CHLOR	510.79
				717132	10/15/2020	MULTI-CHLOR	436.04
90726	11/10/2020	0009879	HDL COREN & CONE	SIN004534	10/31/2020	OCT-DEC 2020 - CONTRACT SEF	3,375.00
		Voucher:					
90727	11/10/2020	0008788	HELPLINE YOUTH COUNSELING	32269	6/23/2020	HMLSS SG HPRP-RENT ASSIST.	3,600.00
		Voucher:		32238	6/17/2020	HMLSS SG HPRP-RENT ASSIST.	969.02
				727	6/28/2020	EDISON ASSISTNCE RE: JOSE M	192.18
				MARCH 2020	3/1/2020	PERSONNEL EXPENSE (WENDY	4,584.19

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90728	11/10/2020	00000268	HOME DEPOT CREDIT SERVICES2360119	10/22/2020	GROUND MAINT. TOOLS - SHO'	87.93	
		Voucher:	6340753	10/8/2020	PURCHASE FOR FOUNTAINS BY	165.76	
			7372458	9/17/2020	ELECTRICAL SUPPLIES FOR SEI	97.28	
			0360095	10/14/2020	MECHANIC SHOP SUPPLIES	240.80	
			5360114	10/19/2020	GROUND MAINT. TOOL REPLAC	32.97	
			2360118	10/22/2020	FAC. MAINT. DISINFECTANT PUN	65.87	
			4340768	10/20/2020	GROUND MAINT. SUPPLIES & S	100.98	
			8372368	8/27/2020	GROUND MAINT. SUPPLIES	218.89	
			5351162	9/9/2020	ELECTRICAL SUPPLIES FOR SEI	160.84	
			4372425	9/10/2020	HAMMER DRILL AND SAW REPL	404.80	1,576.12
90729	11/10/2020	00000647	HONEYWELL INTERNATIONAL IN:5253309561	10/1/2020	NOV 2020: 3RD YR OF 3 YR ANNI	8,540.00	8,540.00
		Voucher:					
90730	11/10/2020	0006153	HUMAN SERVICES ASSOCIATION JUL 2020	8/7/2020	JUL 2020: CONGREGATE & HOMI	1,250.00	
		Voucher:	AUG 2020	9/10/2020	AUG 2020: CONGREGATE & HON	1,250.00	
			SEP 2020	10/14/2020	SEPT 2020: CONGREGATE & HOI	1,250.00	3,750.00
90731	11/10/2020	0006934	INSIGHT PUBLIC SECTOR, INC 1100775017	10/5/2020	PD WIFI INTERNET COVERAGE	4,981.09	4,981.09
		Voucher:					
90732	11/10/2020	00003540	LA COUNTY DEPT. OF PUBLIC W(SA210000092	9/16/2020	JULY 1, 2019 - JUNE 30, 2020 - SE	75.75	75.75
		Voucher:					
90733	11/10/2020	0006905	LA COUNTY SHERIFF'S DEPARTM210460BL	10/9/2020	SEPTEMBER 2020 FOOD FOR TH	500.15	500.15
		Voucher:					
90734	11/10/2020	0012590	LA TRUCK & AUTO INC, NAPA AU 5156-168510	9/28/2020	MISC. ELECTRICAL PARTS	172.50	
		Voucher:	5156-169402	10/6/2020	DIFFERENTIAL BEARINGS FOR L	82.27	
			5156-169326		CREDIT FOR RETURNED PART	-5.33	
			5156-171083	10/20/2020	TRAILER JACK AND ALTERNATO	696.27	
			5156-171181	10/21/2020	BATTERY FOR UNIT 354	166.22	
			5156-171650	10/26/2020	TRAILER HITCH BALL MOUNT FC	203.40	1,315.33
90735	11/10/2020	00001149	LAC/USC MEDICAL CENTER 900011	9/30/2020	SART TEST- 09/13/19- ACCNT# 1(	1,047.76	1,047.76
		Voucher:					
90736	11/10/2020	00000455	LIBERTY FLAGS INC. 95286	10/15/2020	INVENTORY PO/ FLAGS	812.50	812.50
		Voucher:					
90737	11/10/2020	00004384	LIEN ON ME, INC. 10330950	10/19/2020	STANDARD BILL REVIEW-CLAIM	5.50	
		Voucher:	10330951	10/19/2020	STANDARD BILL REVIEW-CLAIM#	6.60	12.10
90738	11/10/2020	00004269	M.L. BERNIE COMPANY INC 165779	10/8/2020	WHEEL WEIGHTS AND TIRES RE	369.99	369.99
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90739	11/10/2020	0011433 Voucher:	MARK THOMAS & COMPANY, INC 37982	9/30/2020	THRU 8/30/20: DESIGN SVCS FO	22,111.17	
			36833	8/26/2020	THRU 5/3/20: DESIGN SVCS - LO	66,363.48	
			37045	8/26/2020	THRU 5/31/20: DESIGN SVCS - L	33,903.32	
			34346	8/26/2020	THRU 6/28/20 :DESIGN SVCS - L	58,750.20	
			36534R	8/4/2020	THRU 3/29/20: DESIGN SVCS - L	27,090.27	
			37832	9/18/2020	THRU 8/30/20: PROF SVCS - CHF	822.25	209,040.69
90740	11/10/2020	0012823 Voucher:	MEDINA, CARLOS Ref000277753	9/30/2020	UB REFUND CST #00058755- 10C	18.58	18.58
90741	11/10/2020	0011575 Voucher:	MERCHANTS BUILDING 600093	9/30/2020	SEP 2020: MBM ANNUAL JANITO	6,888.00	6,888.00
90742	11/10/2020	00000170 Voucher:	MISC - PKS & REC REFUND 234163B	10/21/2020	234853-REFUND OF CLASS DUE	55.00	55.00
90743	11/10/2020	0007720 Voucher:	MRI SOFTWARE, LLC. US-INV1056040	9/21/2020	8/20/20-9/19/20 - IVR PHONE CHF	6.91	6.91
90744	11/10/2020	0012788 Voucher:	MSA SYSTEM, INC SGX15686	10/20/2020	ZEBRA PRINTER	5,191.43	5,191.43
90745	11/10/2020	00004620 Voucher:	MUTUAL LIQUID GAS & EQUIPME487130	9/30/2020	PROPANE GAS AND COMPLIANC	339.47	339.47
90746	11/10/2020	0009426 Voucher:	MV CHENG & ASSOCIATES, INC. 9/30/2020	10/19/2020	SEP 2020 ACCOUNTING SERVIC	6,895.00	
			09/30/2020a	10/19/2020	SEP 2020 ACCOUNTING SERVIC	605.00	7,500.00
90747	11/10/2020	0009990 Voucher:	NATURE'S SELECT PET FOOD 3848	10/14/2020	DOG FOOD, DOG OWNER COOK	94.81	94.81
90748	11/10/2020	00003843 Voucher:	NORTH STAR ELECTRONICS, LL(2763	10/14/2020	LIGHTBAR FOR NEW PARKS VEI	3,125.93	3,125.93
90749	11/10/2020	00003591 Voucher:	NORTH STAR GRAPHICS 102	9/30/2020	NEW TRUCK DECALS FOR UNIT	379.50	379.50



Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90750	11/10/2020	0007984 O'REILLY AUTO PARTS	3063-374212	10/21/2020	SHOCKS FOR UNIT 602	147.38	
		Voucher:	3063-374418	10/22/2020	CONTROL ARMS FOR UNIT 116	193.71	
			3063-374179	10/21/2020	SHOCKS FOR UNIT 602	59.56	
			3063-373923	10/20/2020	PARTS FOR MOWERS	101.89	
			3063-372801	10/13/2020	LEAF SPRING AND O2 SENSOR 1	444.36	
			3063-371212	10/3/2020	IGNITION CYLINDER FOR UNIT 2	18.94	
			3063-371214	10/3/2020	BRAKE PEDAL PAD FOR UNIT 24	8.67	
			3063-371377	10/5/2020	4- BRAKE ROTORS FOR UNIT 18	343.10	
			3063-371566	10/6/2020	SPARK PLUGS AND GSKETS FOI	195.51	
			3063-372386	10/10/2020	STARTER SWITCH FOR UNIT 242	24.03	
			3063-372811	10/13/2020	EXTRACTOR (TOOL)	6.99	
			3063-373142	10/15/2020	3- OIL FILTERS FOR UNIT 447	7.24	
			3063-373285	10/16/2020	VALVE REMOVER	33.67	
			3063-373461	10/17/2020	FUEL PUMP FOR UNIT 167	231.64	
			3063-373782	10/19/2020	OXYGEN SENSOR FOR UNIT 602	41.33	
			3063-373785	10/19/2020	LEAF SPRING FOR UNIT 602	201.51	
			3063-373871	10/19/2020	BRAKE CLEANERS	26.33	2,085.86
90751	11/10/2020	00000726 ORION SAFETY PRODUCTS	00298614	9/30/2020	INEVNTORY PO/ FLARES	3,377.62	3,377.62
		Voucher:					
90752	11/10/2020	0010104 OWEN GROUP, INC	5089	7/9/2020	11/19-5/31/19 :PROF SVCS, PREI	3,900.00	3,900.00
		Voucher:					
90753	11/10/2020	00003935 PD: GARCIA, EVELYN	1-2848	10/21/2020	TRAINING-POST MANAGEMENT	1,006.52	1,006.52
		Voucher:					
90754	11/10/2020	0010407 PD: REYES, ANTHONY	1-2847	10/21/2120	MILAGE & PER DIEM: MILAGE: 9/	377.29	377.29
		Voucher:					
90755	11/10/2020	0008370 PD: SANCHEZ, ANDRE	1-2847	10/21/2020	MILAGE & PER DIEM: 9/14/20-9/1	347.78	347.78
		Voucher:					
90756	11/10/2020	00004713 PETTY CASH- PARKS & REC.DEPT7/31/20-10/8/20		10/13/2020	7/31/20-10/8/20: PETTY CASH RE	264.20	264.20
		Voucher:					
90757	11/10/2020	00002335 PITNEY BOWES	NOV 2020	11/1/2020	NOV 2020 RESERVE ACCOUNT 1	3,000.00	3,000.00
		Voucher:					
90758	11/10/2020	0005405 POLLARDWATER.COM	0173096	10/6/2020	MEASURING WHL	131.64	131.64
		Voucher:					
90759	11/10/2020	00000488 PRAXAIR DISTRIBUTION, INC.	99045148	9/22/2020	SPECIALTY POOL PARTS	96.88	96.88
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90760	11/10/2020	0011466 Voucher:	PRINCIPAL LIFE INSURANCE CO. OCT 2020	9/28/2020	OCT 2020- ADJ FOR MISC & SWC	3,186.68	3,186.68
90761	11/10/2020	0005368 Voucher:	83104	10/9/2020	BUSINESS CARDS - PD YOLAND	60.64	60.64
90762	11/10/2020	00001322 Voucher:	128326	10/27/2020	REPAIR OF HELMET FOR TRAFF	88.20	88.20
90763	11/10/2020	0012828 Voucher:	Ref000277792	10/21/2020	UB REFUND CST #00055503 420	51.20	51.20
90764	11/10/2020	0012825 Voucher:	Ref000277755	9/30/2020	UB REFUND CST #00062888 103	104.23	104.23
90765	11/10/2020	00004821 Voucher:	S & J SUPPLY COMPANY, INC. S100162255.01	10/9/2020	WATER SUPPLIES	460.40	460.40
90766	11/10/2020	00004829 Voucher:	SCMAF 8291	7/30/2020	CLASS INSURANCE - AGENCIES	630.80	630.80
90767	11/10/2020	0010623 Voucher:	SECTRAN SECURITY INC. 20090426	9/1/2020	SEP 2020: ARMORED TRUCK SE	280.24	280.48
90768	11/10/2020	0012588 Voucher:	SHI 20100424	10/1/2020	OCT 2020: ARMORED TRUCK SE	280.24	33,100.27
90769	11/10/2020	00004857 Voucher:	B12204528	8/27/2020	SHI SIRIS BUSINESS CONTINUIT	33,100.27	57.07
90770	11/10/2020	0012098 Voucher:	SMITH FASTENER COMPANY 0028989	9/24/2020	FASTENERS AND MISC.	57.07	30.86
90771	11/10/2020	00004884 Voucher:	SO CAL COMPTON PIPE SUPPLY 1763	10/2/2020	GAL BOX	30.86	136.40
90772	11/10/2020	0009562 Voucher:	SOUTH COAST A.Q.M.D. 3718400	10/1/2020	FLAT FEE FOR LAST FISCAL YEA	136.40	421.02
90773	11/10/2020	0005394 Voucher:	3715235	10/1/2020	ICE (>500 HP) EM ELEC GEN-DIE	421.02	136.40
			3717155	10/1/2020	FLAT FEE FOR LAST FISCAL YEA	136.40	545.48
			3714956	10/1/2020	ICE (>500 HP) EM ELEC GEN-DIE	545.48	9,919.91
			SPECIAL SERVICES GROUP, LLC 14520	9/18/2020	RENEWAL OF ANNUAL COVERT	9,919.91	1,524.00
			1384	10/11/2020	BACKGROUND INVESTIGATION I	1,524.00	1,300.00
			1380	10/14/2020	BACKGROUND INVESTIGATION I	1,300.00	1,341.95
			1385	10/14/2020	BACKGROUND INVESTIGATION I	1,341.95	1,500.00
			1391	10/23/2020	BACKGROUND INVESTIGATION I	1,500.00	1,300.00
			1382	10/12/2020	BACKGROUND INVESTIGATION	1,300.00	6,965.95

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90774	11/10/2020	00004921	TARGET SPECIALTY PRODUCTS	10/13/2020	PESTICIDES	635.10	
	Voucher:		INVP500287064	10/13/2020	PESTICIDE/ GLOVES FOR APPLI	66.04	
			INVP500287137	10/20/2020	GROUNDS MAINT. - GRASS SEED	997.19	1,698.33
90775	11/10/2020	0012184	TEXTRON SPECIALIZED VEHICLE	10/12/2020	SCRW-HEX M10 X 20 VERBUS R	8.99	8.99
	Voucher:		INVP500293973				
			INVP500293973				
90776	11/10/2020	0010457	THE PUN GROUP, LLP	10/30/2020	FY2019-20 AUDIT	15,000.00	15,000.00
	Voucher:		112747				
90777	11/10/2020	0008153	TIME WARNER CABLE-	10/1/2020	10/1/20-10/31/20 BILLING PRD- A	161.26	161.26
	Voucher:		0008335100120				
90778	11/10/2020	00003438	TRANS UNION-SOUTHERN CALI	9/25/2020	CREDIT CHECK PERIOD: 08/26/2	138.70	138.70
	Voucher:		109004973				
90779	11/10/2020	0010699	TRANSYSTEMS CORPORATION	10/5/2020	SEP 2020: CONSTRUCTION OF F	4,141.68	4,141.68
	Voucher:		INV-0003630591				
90780	11/10/2020	0008005	U.S. BANK-PARS ACCT#6746025	12/1/2020	RON BATES: PARS - EXCESS BE	160.00	
	Voucher:		DEC 2020-MOSTA	12/1/2020	M.MOSTAKHAMI: PARS - EXCES	680.00	
			DEC 2020 LOUIE	12/1/2020	KEN LOUIE: PARS - EXCESS BEN	550.00	
			NOV 2020	11/1/2020	NOV 2020 PARS SUPPLMNTL RE	5,574.78	6,964.78
90781	11/10/2020	0006437	ULINE	10/12/2020	SUPPLIES FOR PROPERTY ROO	143.63	143.63
	Voucher:		125349399				
90782	11/10/2020	00003928	US BANK TRUST N.A.	11/1/2020	NOV 2020: COSG 2005 PENSION	167,493.33	167,493.33
	Voucher:		788757000-NOV 2				
90783	11/10/2020	0012822	VALENTI, SANDRA	9/30/2020	UB REFUND CST #00063679 101	10.10	10.10
	Voucher:		Ref000277752				
90784	11/10/2020	00000379	VERIZON BUSINESS	10/25/2020	BILLING -09/15/2020 - 10/14/2020	40.00	40.00
	Voucher:		09064066				
90785	11/10/2020	0011258	VIATRON SYSTEMS, INC.	9/24/2020	SCANNING AND DATA CONVERS	144,810.00	144,810.00
	Voucher:		PJ7006-01				
90786	11/10/2020	0011599	VITAL MEDICAL SERVICES, LLC	8/31/2020	AUG 2020:PD- MEDICAL SERVI	13,441.00	13,441.00
	Voucher:		2985				
90787	11/10/2020	00004423	WALTERS WHOLESALE ELECTRI	9/23/2020	STREET LIGHT REPAIRS	171.83	171.83
	Voucher:		S116479357.001				
90788	11/10/2020	00002593	WAXIE'S SANITARY SUPPLY	10/16/2020	INVENTORY PO/ CUSTODIAN SU	81.36	
	Voucher:		79549346	10/26/2020	INVENTORY PO/ JANITORIAL SU	50.91	
			79570009	10/15/2020	INVENTORY PO/ JANITORIAL SU	1,366.18	1,498.45
			79546271				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90789	11/10/2020	00000032 WEST COAST MAILERS Voucher:	10513	10/14/2020	CSG BILLS CYCLES 5 & 6 JOB# 5	335.33	
			10517	10/14/2020	CSG LATE NOTICES 1 & 2 JOB# 5	331.16	
			10511	10/14/2020	CSG LATE NOTICES CYCLES 3 & 8	307.76	
			10515	10/14/2020	CSG BILLS CYCLE 10 JOB# 10-1	165.50	
			10510	10/14/2020	CSG LATE NOTICES CYCLES 3 & 8	1,707.36	
			10512	10/14/2020	CSG BILLS CYCLES 5 & 6 JOB# 5	1,803.80	
			10514	10/14/2020	CSG BILLS CYCLES 7 & 8 JOB# 5	1,583.71	
			10516	10/14/2020	CSG BILLS CYCLES 1 & 2 JOB# 1	2,088.20	8,322.82
90790	11/10/2020	00001280 WILLDAN Voucher:	00619825	9/14/2020	THRU 8/30/20: AS NEEDED GRAN	14,092.50	
			00619661	8/12/2020	THRU 7/31/20: AS NEEDED GRAN	6,029.75	
			010-	6/26/2020	20/21 ENGINEERING SERVICES I	4,000.00	24,122.25
90791	11/10/2020	00000058 XEROX CORP Voucher:	11412239	9/29/2020	AUG-2020 COPIER LEASE AGRM	311.31	
			11412233	9/29/2020	AUG-2020 COPIER LEASE AGRM	223.04	
			11412240	9/29/2020	AUG-2020 COPIER LEASE AGRM	263.69	
			11412236	9/29/2020	AUG-2020 COPIER LEASE AGRM	223.04	
			11412234	9/29/2020	AUG-2020 COPIER LEASE AGRM	223.11	
			11412235	9/29/2020	AUG-2020 COPIER LEASE AGRM	283.01	
			11412237	9/29/2020	AUG-2020 COPIER LEASE AGRM	283.01	
			11412238	9/29/2020	AUG-2020 COPIER LEASE AGRM	154.07	1,964.28
90792	11/10/2020	00003442 YOUNGBLOOD & ASSOCIATES, IN Voucher:	IN1267A	10/19/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			1269A	10/19/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			1262	10/19/2020	PRE-EMPLOYMENT POLYGRAPH	350.00	
			1265A	10/19/2020	PRE-EMPLOYMENT POLYGRAPH	350.00	
			1266A	10/19/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	1,600.00
90793	11/10/2020	00000062 ZIEGLER'S HARDWARE & SUPPLY Voucher:	10058	10/7/2020	TOILET REPAIR AT THE SPORTS	36.86	
			10064	10/7/2020	MATERIALS TO HANG OFFICE IT	88.27	125.13

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1472020	10/16/2020	00004266			U.S. BANK CORPORATE PAYMEI		
		0009420	16963364	091720	9/17/2020	29.21	
		0005347	8/24/2020	8/24/2020	DS SERVICES STANDARD COFF	31.96	
		00004469	PD: CALIFORNIA POLICE CHIEFS 15462	5/1/2020	BATTERY AND CHARGER FOR P	1,852.00	
		0011221	REVIATION INDUSTRIES	9/8/2020	CALIFORNIA POLICE CHIEF ASS	680.57	
		0009649	AT&T	8/31/2020	SOCIAL DISTANCING FLOOR STI	124.14	
		0008155	DROPBOX.COM	8/30/2020	INTERNET SERVICES AT AZALEA	45.00	
		00005063	CMTA	9/16/2020	DROPBOX BUSINESS STANDARI	95.00	
		00005063	CMTA	9/16/2020	MEMBERSHIP RENEWAL-GREG	95.00	
		0005295	WALMART	8/24/2020	MEMBERSHIP RENEWAL-JACKIE	185.14	
		0009162	ROGUE FITNESS	8/26/2020	AQUATIC SUPPLIES	16.43	
		0005613	SCPPOA	9/23/2020	FITNESS CENTER EQUIPMENT	30.00	
		0011192	ANDY'S AUTO SOUND	8/24/2020	STAFF PROFESSIONAL MEMBEF	132.00	
		0005677	DEPARTMENT OF PESTICIDE RE-142719	8/18/2020	TINT WINDOWS TO NEW VEHICL	60.00	
		0012787	LINE X	8/27/2020	QUALIFIED APPLICATOR CERTIF	516.00	
		00001414	OFFICE DEPOT	9/1/2020	SPRAY ON PROTECTANT BED LI	41.24	
		0005292	TARGET	9/2/2020	POSTERS FOR MOVIES	22.03	
		0005295	WALMART	9/16/2020	SUPPLIES FOR MOVIE NIGHT	22.16	
		0006241	TRUE CREST	9/16/2020	SUPPLIES FOR MOIVE NIGHT	30.87	
		0005368	PRINTCO DIRECT	5/19/2020	GLOW IN THE DARK STAFF VES	1,505.01	
		0011139	NORM REEVES SUPERSTORE	8/27/2020	PROGRAM FLYERS & BANNERS	167.51	
		00004814	ROYAL TRUCK BODY	9/1/2020	WIRING HARNESS FOR UNIT #4	440.60	
		00003843	NORTH STAR ELECTRONICS, LLC004462	9/1/2020	WISE BRAKET HD FOR UNIT # 45	644.14	
		0012474	THE HOME DEPOT DEPOT PRO	9/9/2020	LIGHT BAR REPAIR FOR UNIT #4	335.61	
		0006423	LOWE'S	9/14/2020	TOOL BOX FOR UNIT # 452	230.42	
		0012762	INFORMATION STATION SPECIAL 8-31-2020REFUNI	8/31/2020	SIDE MOUNT TOOL BOX FOR UN	-1,034.42	
		0012790	SWANK MOTION PICTURES	5/11/2020	INFROMATION STATION CREDIT	2,025.00	
		0009838	MISAC	8/31/2020	RENTAL AND LICENSES FOR MC	130.00	
		00002588	DELL MARKETING LP	9/10/2020	MISAC ANNUAL MEMBERSHIP DI	39.00	
		0012787	LINE X	9/3/2020	DIAGNOSTICS TEST FOR DAMAG	606.00	
		0011192	ANDY'S AUTO SOUND	9/9/2020	SPRAY ON PROTECTANT BED LI	264.00	
		00001283	HODGE PRODUCTS, INC.	9/11/2020	TINT WINDOWS TO NEW VEHICL	337.44	
		0012787	LINE X	9/16/2020	HOCKEY PUCK LOCKS FOR ADD	556.00	
		00004234	CHANDLER'S AIR CONDITIONING162906	7/21/2020	SPRAY ON PROTECTANT BED LI	500.00	
		00003843	NORTH STAR ELECTRONICS, LLC2748	8/21/2020	REPAIR FREEZER AT BOTH SEN	918.00	
					AIR HORN REPLACEMENT-RANC		

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0012474		THE HOME DEPOT DEPOT PRO	1372392	9/3/2020	NON-SLIP TILES FOR MECHANIC	239.54	
0007984		O'REILLY AUTO PARTS	3063-366955	9/8/2020	FLOOR MATS FOR UNIT #451	27.55	
0012261		GOT TOWELS UNIFORMS	038394	9/10/2020	HOURLY UNIFORMS	184.60	
0012815		GO KART RENTAL	8-24-2020	8/26/2020	TRAIN RENTAL FOR CENSUS CA	750.00	
0005291		PARTY CITY	260854342-B	8/26/2020	SUPPLIES FOR CENSUS 2020 C/	96.27	
0005291		PARTY CITY	08-27-2020	8/27/2020	SUPPLIES FOR CENSUS	2.69	
0012674		AMERICAN MOBILE ADS	9003	8/24/2020	MOBILE DIGITAL BILLBOAR	1,751.00	
00001414		OFFICE DEPOT	091820	9/2/2020	COLOR COPIES OF THE LEG/	23.36	
00001414		OFFICE DEPOT	099281	9/2/2020	COLOR COPIES OF THE LEG/	48.77	
0005347		AMAZON.COM	111-8709530-3393	8/24/2020	UJBQJITI UNIFI AP-AC	106.82	
0005291		PARTY CITY	260854342-BREF1	9/22/2020	REFUND PROCESSED FLAG BAI	-17.63	
00003529		AT&T	562 602 5215 218	8/16/2020	PHONE LINES FOR SECURITY S'	813.34	
0012814		BILLBOARDX	6029	9/17/2020	DIGITAL BILLBOARD FOR CENSU	1,545.00	
0005368		PRINTCO DIRECT	82815	5/18/2020	BUSINESS LETTERS AND BUSIN	1,770.03	
0007984		O'REILLY AUTO PARTS	3551-259884	9/10/2020	FLOOR MATS AMD TOW BAR FO	137.54	
0005368		PRINTCO DIRECT	82705	3/31/2020	HOME BEAUTIFICATION AWARD	463.05	
0012596		ZOOM.US	INV42288063	9/20/2020	ZOOM STANDARD PRO MONTHL	129.94	
00000268		HOME DEPOT CREDIT SERVICESWG11825731-REF		8/25/2020	CAR CLEANING ACCESS KIT ANI	-68.19	
0010695		KEYPER SYSTEMS	8947	9/14/2020	QTY 10 ACCESS PEGS	107.97	
00000268		HOME DEPOT CREDIT SERVICESWG17112129-REF		9/15/2020	QTY 3 SPA TIME 16 OZ ANTI-FOA	-19.73	
00001939		MITCHELL1	24885036	9/15/2020	PRODEMAND ONLY GOVERNME	1,728.00	
00000268		HOME DEPOT CREDIT SERVICES09-15-2020		9/15/2020	QTY 10 ECO CLEAN 1 GAL POOL	351.89	
00001414		OFFICE DEPOT	037196	9/2/2020	COLOR COPIES OF THE LEG/	72.93	
0008153		TIME WARNER CABLE-	0600966082220	8/22/2020	8/22/20-9/21/20 FOR SG PARK AU	121.78	
0008153		TIME WARNER CABLE-	0426602082520	8/25/2020	8/25/20-9/24/20:TEEN CENTER AC	233.67	
0008153		TIME WARNER CABLE-	0586090082620	8/26/2020	8/26/20-9/25/20 FOR CITY HALL /	242.10	
0005347		AMAZON.COM	111-9793083-1761	8/26/2020	BATTERY REPLACEMENT FOR M	18.52	
0005347		AMAZON.COM	111-4803349-7123	8/27/2020	GALAXY S10 PHONE CASE REPI	19.81	
0005347		AMAZON.COM	111-1411098-3750	8/29/2020	SATA POWER CABLES	13.21	
0005347		AMAZON.COM	111-4384683-7970	8/31/2020	ERGONOMIC KEYBOARD/MOUSA	119.30	
0005347		AMAZON.COM	111-0310679-7746	8/31/2020	GALAXY S10 PHONE CASE REPI	44.08	
0005347		AMAZON.COM	114-7875128-1952	9/7/2020	PANASONIC CF-33 KEYBOARD	165.32	
0005347		AMAZON.COM	114-3065821-7263	9/9/2020	GALAXY S10E PHONE CASE REF	22.04	
0005347		AMAZON.COM	114-6019757-7110	9/9/2020	PHONE CORD FOR TELEPHONE	16.44	
0006537		EXPEDIA	7544032125901	8/28/2020	REFUND:LODGING FOR SUPERV	-172.78	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0012819		FULL CIRCLE TRAINING SOLUTIONS	3XM95285SH480	9/8/2020	NIBRS TRAINING TUITION FOR N	399.00	
00000586		PD:REGIONAL TRAINING CENTER	48748-REFUND	9/9/2020	REFUND-TRAINING - ICI GANG I	-795.00	
00002443		GOLDEN WEST COLLEGE	011924	9/9/2020	DISPATCHER BASIC COURSE TL	350.00	
0005481		HILTON HOTELS	3104351824	9/13/2020	POLICE ACADEMY DRIVER TRAI	874.62	
0005481		HILTON HOTELS	97248 A	9/13/2020	POLICE ACADEMY DRIVER TRAI	874.62	
0008153		TIME WARNER CABLE-	043560081420	8/25/2020	8/14/20-9/13/20: ACCT# 8448 30 0	130.49	
0008153		TIME WARNER CABLE-	0426628080120	8/1/2020	07/30/20 - 08/29/20 FOR FITNESS	126.90	
0008153		TIME WARNER CABLE-	0426271081420	8/14/2020	8/14/20-9/13/20: ACCT# 8448 30 1	15.76	
0008153		TIME WARNER CABLE-	0426263081420	8/14/2020	8/14/20 -9/13/20 FOR THE GOLF	5.25	
0008153		TIME WARNER CABLE-	0495151080720	8/7/2020	8/7/20-9/6/20: ACCT#8448 30 017	129.99	
0008153		TIME WARNER CABLE-	0586017081820	8/18/2020	8/18/20-9/17/20 FOR FIBER LINE,	596.43	
0008153		TIME WARNER CABLE-	0600966072220	7/22/2020	7/22/20-8/21/20 SG PARK AUUDF	119.99	
0008153		TIME WARNER CABLE-	0490491082720	8/27/2020	8/27/20-9/26/20 FOR CIVIC CENTI	233.67	
0008153		TIME WARNER CABLE-	0500034082720	8/27/2020	8/27/20-9/26/20 FOR SG PARK AU	233.67	
00004530		NATIONAL NOTARY ASSOCIATION	6828508	9/16/2020	RENEWAL OF 1-YEAR MEMBERS	102.00	
0012596		ZOOM.US	40757137	9/10/2020	ZOOM WEBINAR 100 MONTHLY F	12.90	
00000268		HOME DEPOT CREDIT SERVICES	WG17112129	9/15/2020	QTY 3 SPA TIME 16OZ ANTI FOAI	19.73	
00000268		HOME DEPOT CREDIT SERVICES	WWM18024792	9/15/2020	QTY 10-16OZ ANTI FOAM CLARIF	75.84	

Sub total for BANK OF THE WEST: 1,182,201.30

122 checks and 1 wire transfer in this report.

Grand Total All Checks and Wire Transfers: 1,182,201.30

WARRANT REGISTER FOR COUNCIL MEETING 11/10/2020

PART III

apChkLst  
11/02/2020 8:23:29AM

Final Check List  
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1971	10/29/2020	00000004	NATIONWIDE RETIREMENT SOLLBen277843	10/29/2020	DEF COMP NATIONWIDE: PAYME	49,504.53	49,504.53
		Voucher: 1971					
1972	10/29/2020	00004836	SEIU LOCAL 721 CTW CLC-23900Ben277845	10/29/2020	SEIU DUJES: PAYMENT	3,224.92	3,224.92
		Voucher: 1972					
1973	10/29/2020	00002370	INTERNAL REVENUE SERVICE Ben277847	10/29/2020	MEDICARE: PAYMENT	159,863.94	159,863.94
		Voucher: 1973					
1975	10/29/2020	00001186	EMPLOYMENT DEVELOPMENT DBen277851	10/29/2020	SDI: PAYMENT	53,128.37	53,128.37
		Voucher: 1975					
1976	10/29/2020	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen277853	10/29/2020	SEIU-COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher: 1976					
1977	10/29/2020	00004988	CHILD SUPPORT ON-LINE, STATEBen277855	10/29/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher: 1977					
Sub total for BANK OF THE WEST:						267,956.30	

6 wire transfers in this report.

Grand Total All Wire Transfers: 267,956.30



**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING 11/10/2020**

<b>TOTAL PART I - PAYROLL-RELATED CHECKS</b>	<b>607.76</b>
<b>TOTAL PART II - ACCOUNTS PAYABLE CHECKS &amp; WIRE TRANSFER</b>	<b>1,182,201.30</b>
<b>TOTAL PART III - PAYROLL-RELATED WIRE TRANSFERS</b>	<b>267,956.30</b>
	<hr/>
<b>SUB - TOTAL</b>	<b>1,450,765.36</b>
<b>LESS: VOIDS</b>	<b>(1,194.04)</b>
<b>LESS: EMPLOYEE PAYROLL DEDUCTIONS</b>	<b>(250,233.84)</b>
	<hr/>
<b>GRAND TOTAL</b>	<b>1,199,337.48</b>

**SOUTH GATE CITY COUNCIL  
WARRANT APPROVAL AND CANCELLATION**

Warrant Number **90669** to Warrant Number **90793** inclusive, plus Wire Transfers, totaling **\$1,199,337.48** as listed on the accompanying Accounts Payable Warrant Register of **November 10, 2020** are approved as presented, with the exception of the following voided and replacement warrants:

Check	Vendor	Check Date	Amount	Reason for Void
78784	LOZANO, ROSALBA	8/14/2018	\$ 48.00	STALE DATED
79192	PEREZ, EFRAIN	9/11/2018	\$ 13.02	STALE DATED
81820	NICOLAS, HILARIO	3/12/2019	\$ 40.00	STALE DATED
82698	RUIZ, JAVIER	5/14/2019	\$ 154.21	STALE DATED
82781	BALLERS AUTO SALES INC.	5/28/2019	\$ 169.69	STALE DATED
82786	BECERRA, OSCAR	5/28/2019	\$ 40.00	STALE DATED
82810	CUELLAR, IVAN	5/28/2019	\$ 29.85	STALE DATED
82885	MOENO, NANCY	5/28/2019	\$ 94.00	STALE DATED
83146	MANRIQUE, JOSE	6/11/2019	\$ 40.00	STALE DATED
83148	MARTINEZ, RODOLFO	6/11/2019	\$ 35.63	STALE DATED
83158	HERRERA, ALBERTO	6/11/2019	\$ 67.00	STALE DATED
83712	CEVALLOS, ANA MARIA	7/9/2019	\$ 70.28	STALE DATED
84325	PIERCE, LEE	8/13/2019	\$ 99.06	STALE DATED
84972	SORENSEN, RICK	9/24/2019	\$ 37.90	STALE DATED
85549	LEON, ELVIRA	11/12/2019	\$ 52.70	STALE DATED
85553	MANICA, JOSE	11/12/2019	\$ 47.70	STALE DATED
86638	PADILLA, MANUEL	1/28/2020	\$ 40.00	STALE DATED
90130	GONZALEZ, GLORIA	9/22/2020	\$ 115.00	WRONG VENDOR NAME PROVIDED
	<b>GRAND TOTAL OF VOIDED &amp; REPLACEMENT CHECKS</b>		<b>1,194.04</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **November 10, 2020** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.