



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 27, 2020 at 6:30 p.m.

TELECONFERENCE

DIAL-IN-NUMBER: 1 (669) 900-6833

MEETING ID: 870 5764 0239

<https://us02web.zoom.us/j/87057640239>

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

CALL TO ORDER	Maria Davila, Mayor
INVOCATION	Pastor Bobby Scott
PLEDGE OF ALLEGIANCE	Vanessa Sandoval, President of the South Gate High School Key Club
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Davila	CITY CLERK Carmen Avalos
VICE MAYOR Al Rios	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Maria del Pilar Avalos Denise Diaz Gil Hurtado	CITY MANAGER Michael Flad
	CITY ATTORNEY 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 October 27, 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:870 5764 0239 and <https://us02web.zoom.us/j/87057640239>

Additionally, you may submit your comments electronically by emailing the City Clerk at 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. 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 OCTOBER 27, 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 Recognizing Three Police Officers For Their Dedicated Service To The City Of South Gate

The City Council will issue Proclamations to Edward Camacho, James Hugar and Byron Austin in recognition and appreciation of their dedicated years of service to the City. (PD)

Documents:

[ITEM 1 REPORT 102720.PDF](#)

2. Proclamation Declaring November 2 Through 6, 2020 As National Key Club Week

The City Council will issue a Proclamation declaring November 2nd through 6th, 2020, as National Key Club Week in the City of South Gate. (ADMIN SRVS)

Documents:

[ITEM 2 REPORT 102720.PDF](#)

3. Appointment 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 102720.PDF](#)

V. Public Hearings

4. Resolution Applying A 3.36% Rate Increase For Residential Refuse/Recycling Services Will Be Continued To November 24, 2020

The City Council will open 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. (PW)

Documents:

[ITEM 4 REPORT 102720.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 and 10** 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. Resolution Adopting An Amended Conflict Of Interest Code, Revising Designated City Positions And Disclosure Categories

The City Council will consider adopting a **Resolution _____** 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. (CLERKS)

Documents:

[ITEM 5 REPORT 102720.PDF](#)

6 Amendment No. 1 To Contract No. 2546 And 2646 With Goals Soccer Centers 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 102720.PDF](#)

7. Agreement With General Pump Company, Inc., For The Well No. 19 Pump Replacement

The Council will consider: (PW)

a. Approving an amendment to the Capital Improvement Program (CIP) to add the Well No. 19 Pump Replacement, City Project No. 665-WTR (Project);

b. Appropriating \$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. Approving Agreement (**Contract # _____**) 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. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and

e. Approving the Notice of Exemption for this Project, and direct the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

Documents:

[ITEM 7 REPORT 102720.PDF](#)

8. Ratification Of Letter, Notice To Proceed And Assumption Of Liability For Certain Claims, To Ortiz Enterprises, Inc.

The City Council will consider Ratifying the letter, dated October 1, 2020, to Ortiz Enterprises, Inc., Notice to Proceed and Assumption of Liability for Certain Claims, authorizing 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. (PW)

Documents:

[ITEM 8 REPORT 102720.PDF](#)

9. Change Order No.1 With Hardy & Harper For The Chakemco Project

The City Council will consider: (PW)

- a. Approving 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. Authorizing the Assistant City Manager/Director of Public Works to execute Change Order No. 1.

Documents:

[ITEM 9 REPORT 102720.PDF](#)

10. Minutes

The City Council will consider approving the Regular Meeting and Special Meeting minutes of October 13, 2020. (CLERK)

Documents:

[ITEM 10 REPORT 102720.PDF](#)

IX. Reports, Recommendations And Requests

11. Summary Report Of The Free Public Wi-Fi Access In The Tweedy Mile District And South Gate Park Areas And Direction To Staff

The City Council will consider: (CD)

- 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.

Documents:

[ITEM 11 REPORT 102720.PDF](#)

12. Warrants

The City Council will consider: (ADMIN SVCS)

- a. Approving the Warrant register for October 27, 2020.

Total of Checks:	\$2,969,707.77
Voids:	(\$312,518.00)
Total Payroll Deductions	(\$314,091.77)
Grand Total:	\$2,343,098.00

Cancellations: 90488

Documents:

[ITEM 12 REPORT 102720.PDF](#)

X. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted October 21, 2020 at 5:10 p.m. as required by law.

Carmen Avalos, CMC
City Clerk

8650 California Avenue, South Gate, California 90280
(323) 563-9510 * fax (323) 563-5411 * 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.

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City of South Gate

Item No. 1

OCT 20 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

2:05pm

For the Regular Meeting of: October 27, 2020

Originating Department: Police

Department Director:


Randall Davis

City Manager:


Michael Flad

SUBJECT: PROCLAMATION RECOGNIZING EDWARD CAMACHO, JAMES HUGAR AND BYRON AUSTIN FOR THEIR DEDICATED SERVICE TO THE CITY OF SOUTH GATE.

PURPOSE: To recognize Edward Camacho, James Hugar and Bryon Austin for their years of service to the City.

RECOMMENDED ACTION: Mayor Maria Davila will issue Proclamations to Edward Camacho, James Hugar and Byron Austin in recognition and appreciation of their dedicated years of service to the City.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Officer Edward Camacho was sworn in as a Police Officer on January 6, 1999. Since that time, his career has included working assignments as a Patrol Officer and Crime Impact Team Officer in the Patrol Division and a General Detective in the Services Division. On November 1, 2020, Officer Camacho will retire after 21 years of service to the South Gate Police Department and the citizens of South Gate.

Officer James Hugar was sworn in as a Police Officer on July 22, 1990. Since that time, his career has included working assignments as a Patrol Officer, K9 Officer, Motor Officer and Field Training Officer in the Patrol Division and a General Detective and Narcotics Detective in the Services Division. On November 2, 2020, Officer Hugar will retire after 30 years of service to the South Gate Police Department and the citizens of South Gate.

Officer Byron Austin was sworn in as a Police Officer on September 23, 1992. Since that time, his career has included working assignments as a Patrol Officer, Crime Impact Team Officer and Field Training Officer in the Patrol Division and a General Detective in the Services Division. On November 15, 2020, Officer Austin will retire after 28 years of service to the South Gate Police Department and the citizens of South Gate.

The City Council wishes to recognize Edward Camacho, James Hugar and Byron Austin for all of their hard work and dedication to the community, and wish them the best in retirement.

ATTACHMENTS: Proclamations.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Presented to

Edward Camacho

In recognition of his 21 years of dedicated service to the
City of South Gate

WHEREAS, Edward Camacho was hired as a Police Officer with the South Gate Police Department in 1999, where he served 21 years;

WHEREAS, in 1996, he was assigned to the Crime Impact Team in the Patrol Division;

WHEREAS, in 2004, he was assigned as a Detective in the Services Division;

WHEREAS, in 2010, he was assigned as an Officer in the Patrol Division;

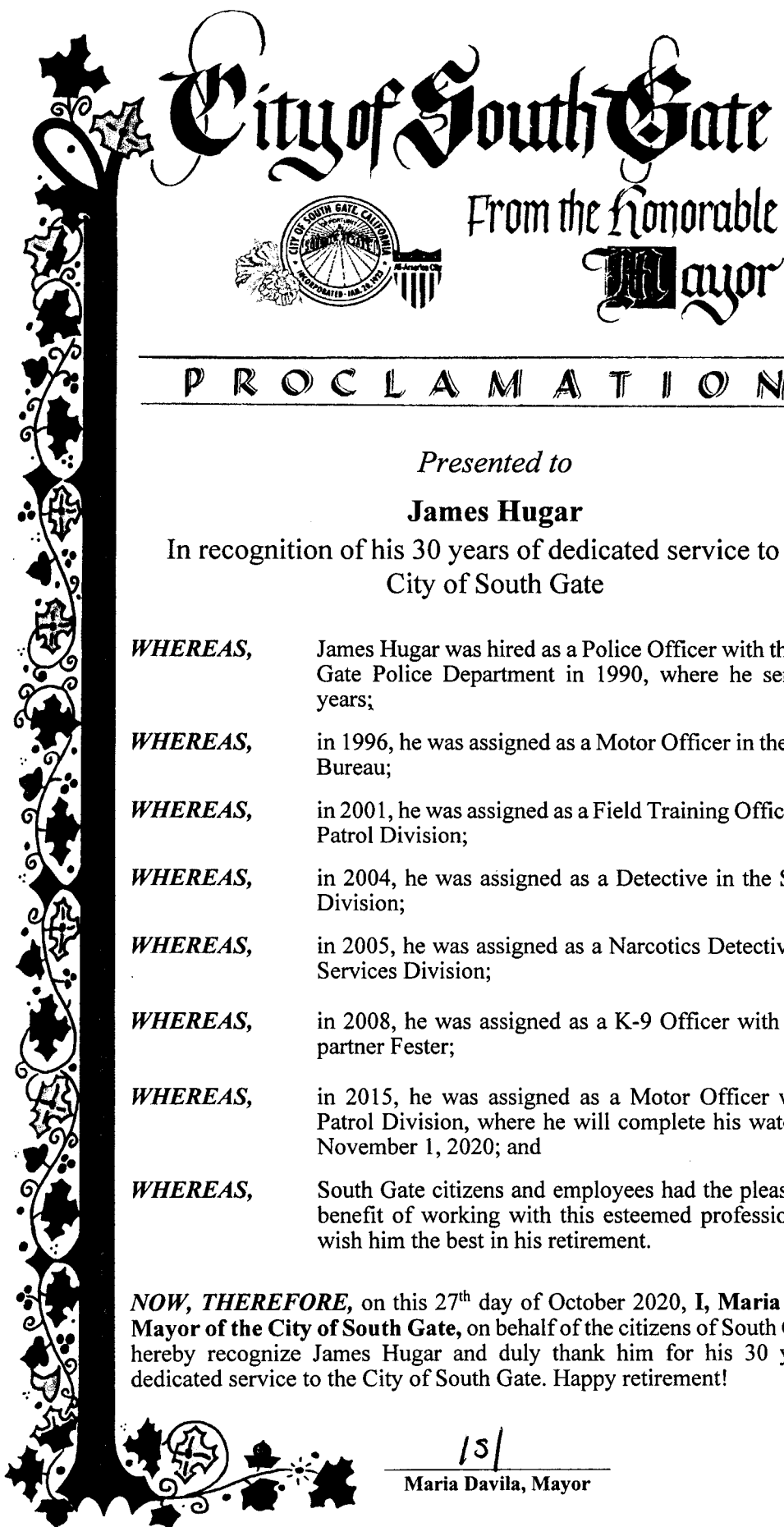
WHEREAS, in 2015, he was assigned as a Detective in the Services Division, where he will complete his watch as of October 31, 2020; and

WHEREAS, South Gate citizens and employees had the pleasure and benefit of working with this esteemed professional and wish him the best in his retirement.

NOW, THEREFORE, on this 27th day of October 2020, **I, Maria Davila, Mayor of the City of South Gate,** on behalf of the citizens of South Gate, do hereby recognize Edward Camacho and duly thank him for his 21 years of dedicated service to the City of South Gate. Happy retirement!

/s/

Mayor Maria Davila



City of South Gate



From the Honorable
Mayor

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

Presented to

James Hugar

In recognition of his 30 years of dedicated service to the
City of South Gate

- WHEREAS,** James Hugar was hired as a Police Officer with the South Gate Police Department in 1990, where he served 30 years;
- WHEREAS,** in 1996, he was assigned as a Motor Officer in the Traffic Bureau;
- WHEREAS,** in 2001, he was assigned as a Field Training Officer in the Patrol Division;
- WHEREAS,** in 2004, he was assigned as a Detective in the Services Division;
- WHEREAS,** in 2005, he was assigned as a Narcotics Detective in the Services Division;
- WHEREAS,** in 2008, he was assigned as a K-9 Officer with his K-9 partner Fester;
- WHEREAS,** in 2015, he was assigned as a Motor Officer with the Patrol Division, where he will complete his watch as of November 1, 2020; and
- WHEREAS,** South Gate citizens and employees had the pleasure and benefit of working with this esteemed professional and wish him the best in his retirement.

NOW, THEREFORE, on this 27th day of October 2020, **I, Maria Davila, Mayor of the City of South Gate,** on behalf of the citizens of South Gate, do hereby recognize James Hugar and duly thank him for his 30 years of dedicated service to the City of South Gate. Happy retirement!

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Maria Davila, Mayor

City of South Gate



From the Honorable
Mayor

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

Presented to

Byron Austin

In recognition of his 28 years of dedicated service to the
 City of South Gate

- WHEREAS,** Byron Austin was hired as a Police Officer with the South Gate Police Department in 1992, where he served 28 years;
- WHEREAS,** in 1997, he was assigned to the Crime Impact Team in the Patrol Division;
- WHEREAS,** in 2003, he was assigned as a Detective in the Services Division;
- WHEREAS,** in 2016, he was assigned as a Field Training Officer in the Patrol Division, where he will complete his watch as of November 14, 2020; and
- WHEREAS,** South Gate citizens and employees had the pleasure and benefit of working with this esteemed professional and wish him the best in his retirement.

NOW, THEREFORE, on this 27th day of October 2020, **I, Maria Davila, Mayor of the City of South Gate,** on behalf of the citizens of South Gate, do hereby recognize Byron Austin and duly thank him for his 28 years of dedicated service to the City of South Gate. Happy retirement!

/s/

 Mayor Maria Davila

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Item No. 2

OCT 21 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

1:10pm

AGENDA BILL

For the Regular Meeting of: October 27, 2020
Originating Department: Administrative Services

Department Director: Jackie Acosta
Jackie Acosta

City Manager: Michael Flad
Michael Flad

SUBJECT: PROCLAMATION DECLARING NOVEMBER 2ND THROUGH 6TH, 2020, AS NATIONAL KEY CLUB WEEK

PURPOSE: To declare November 2nd through 6th, 2020, as National Key Club Week.

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation declaring November 2nd through 6th, 2020, as National Key Club Week in the City of South Gate.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Key Club International was created in 1925 as part of the Kiwanis International family to support, guide and mentor high schools students to become the world's next class of leaders. Ninety-five years later, Key Club International is the largest student-led organization in the world with over 250,000 members in over 40 countries. Key Club members promote caring as a way of life and they strive to make the world a better place through service. In doing so, the members grow as individuals and as leaders by answering the call to lead, summoning the courage to engage and developing the heart to serve. Key Club members are servant leaders who serve the children of the world, as well as their homes, schools and communities, giving primacy to the human and spiritual rather than the material values of life.

The South Gate High School Key Club was chartered on March 3, 1947, and has been a very active service club ever since providing a positive impact on not only the Key Club members, but on the South Gate community and its citizens. The South Gate High School Key Club is sponsored by the Huntington Park Kiwanis Club. The week of November 2nd through 6th, 2020, is National Key Club Week and the City Council of the City of South Gate would like to recognize that and the great work of the South Gate High School Key Club by issuing a Proclamation declaring November 2nd through 6th, 2020, as National Key Club Week in the City of South Gate.

ATTACHMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring

November 2 through 6, 2020 as

National KEY CLUB Week

- WHEREAS,** the South Gate High School Key Club, which is sponsored by the Kiwanis Club of Huntington Park, is the oldest high school service organization in the City of South Gate, having been chartered on March 3, 1947, and is observing November 2 through 6, 2020 as Key Club Week;
- WHEREAS,** members of the South Gate High School Key Club are part of an international organization of more than 250,000 high school students dedicated to serve with purpose, the children of the world, as well as their homes, schools and communities, giving primacy to the human and spiritual rather than the material values of life;
- WHEREAS,** Key Club promotes the development of student leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth and professional development;
- WHEREAS,** each member selflessly contributes their time, talent and treasure to their community and school each year;
- WHEREAS,** the service provided by the South Gate High School Key Club has a positive impact on our community and citizens; and
- WHEREAS,** the week of November 2, 2020, has been declared National Key Club Week.

NOW, THEREFORE, be it proclaimed on this 27th day of October 2020, that I, **Maria Davila, Mayor of the City of South Gate**, on behalf of the City Council and citizens, do hereby proclaim November 2 through 6, 2020, as Key Club Week in South Gate, and hereby call upon all residents of the City of South Gate to render encouragement and support to the members of this organization and to recognize the good work and ultraistic service of the South Gate High School Key Club.

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Mayor Maria Davila

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OCT 14 2020

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

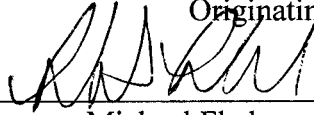
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AGENDA BILL

For the Regular Meeting of: October 27, 2020

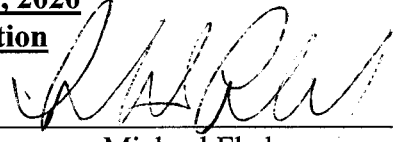
Originating Department: Administration

City Manager:



Michael Flad

City Manager:



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 an appointment to fill a vacancy on the Civil Service Commission.

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 Civil Service Commission. 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: 09-08-2020

Council Member	Planning Commission \$125/Meeting 1 st & 3 rd Tuesday at 7 pm	Parks & Recreation Commission \$75/Meeting 2 nd Thursday at 7 pm	Civil Service Commission \$100/Meeting As required	Citizens Advisory Committee \$25/Meeting Meets as needed
Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337 Elected: 03-03-2020 End of Term: March 2024	Jenny Perez 10319 Bowman Avenue Cell: (323) 443-4033 Jennypruin@gmail.com Appointed: 05-12-2020	Melissa Alvarado 10316 Hunt Avenue Cell: (323) 997-1539 runmelli@yahoo.com Appointed: 05-12-2020	VACANT	Denisse Martinez 9832 Karmont Avenue Cell: (310) 291-1869 Denisse.martinez4@gmail.com Appointed: 05-12-2020 Lizette Ruiz 2634 Nebraska Avenue, Apt. B Cell: (323) 253-9417 lruiz@yahoo.com Appointed: 05-12-2020
Denise Diaz 10365 Virginia Avenue Cell: (323) 667-7688 Elected: 03-07-2017 End of Term: March 2021	Diego Sepulveda 10316 Hunt Avenue Cell: (323) 385-5530 sepulvedamba@gmail.com Appointed: 05-12-2020	John Robert Montalvo 9815 Virginia Avenue Cell: (323) 392-8135 Johnmontalvo90280@yahoo.com Appointed: 04-09-2019	Irene Jensen Appointed: 04-25-2017	Jacquelyn Saucedo 8919 McNeerney Ave., Apr. #2 Cell: (323) 715-8329 Saucedod@uisc.edu Appointed: 05-12-2020 Christina Montalvo 9815 Virginia Avenue 323-946-3503 cmontalvo4sg@gmail.com
Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947 Elected: 01-28-2003 End of Term: March 2024	Jose Delgado 3925 Tenaya Avenue Cell: (323) 702-1519 josedelgado@hotmail.com Appointed: 01-10-2017	Jennifer Cypert 4718 Tweedy Boulevard Cell: (323) 829-0663 jsc001@msn.com Appointed: 02-10-2003	William John Currie (Bill) Appointed: 01-27-2015	Virginia Johnson 5751 McKinley Avenue Home: (562) 531-3700 Cell: (562) 761-3111 thepalm22@yahoo.com Appointed: 02-22-2005 Anthony Zepeda 5218 McCallum Avenue Cell: (323) 405-2006 anthonyzepeda10@yahoo.com Appointed: 05-27-2014
Al Rios 10408 Orange Avenue Cell: (323) 974-3540 Elected: 03-07-2017 End of Term: March 2021	Fabiola Inzunza 9542 Bowman Avenue Cell: (323) 743-3229 Fabiola.inzunza@gmail.com Appointed: 11-26-2019	Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Joshb90280@yahoo.com Appointed: 04-25-2017	Juan Carlos Mendez Appointed: 04-25-2017	Juliano A. Jarquin 10606 McNeerney Avenue (714) 345-3451 julianojarquin@gmail.com Appointed: 05-09-2017 Benigno Nunez 8420 San Carlos Avenue (323) 434-8304 Nunezbenny79@yahoo.com Appointed: 05-09-2017
Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728 Elected: 03-03-2020 End of Term: March 2024	Jose De La Paz 10508 San Antonio Avenue Cell: (310) 467-0702 teamup@josedelapaz.com Appointed: 05-12-2020	Alan D. Flores, II 5255 Almira Road Cell: (213) 280-2672 LaxxII@yahoo.com Appointed: 05-12-2020	Robbie C. Hicklin Appointed: 04-28-2015	Norma Mendoza 8691 San Gabriel Avenue Cell: (562) 277-2992 Appointed: 05-12-2020 Norma.mendoza9@gmail.com Jimmy Torres 11610 Oklahoma Avenue Cell: (323) 742-0154 jtorres1393@gmail.com Appointed: 07-14-2015

Council Member	Tweedy Mile Advisory Board 1 st Monday at 5 pm				
<p>Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337</p> <p>Elected: 03-03-2020 End of Term: March 2024</p>	<p>Maribel Chaidez 5225 Katella Road Cell: (323) 896-9595 maribreno@gmail.com</p> <p>Appointed: 09-11-2018 Term expires: 01-31-2022</p>				
<p>Denise Diaz 10365 Virginia Avenue Cell: (323) 667-7688</p> <p>Elected: 03-07-2017 End of Term: March 2021</p>	<p>Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Joshb90280@yahoo.com</p> <p>Appointed on 10-09-2018 by Al Rios for Denise Diaz Term expires: 01-31-2022</p>				
<p>Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947</p> <p>Elected: 01-28-2003 End of Term: March 2024</p>	<p>Minerva Rodriguez 2648 Indiana Avenue Cell: (213) 448-2890 mini4taxes@yahoo.com</p> <p>Appointed: 09-11-2018 Term expires: 01-31-2021</p>				
<p>Al Rios 10408 Orange Avenue Cell: (323) 974-3540</p> <p>Elected: 03-07-2017 End of Term: March 2021</p>	<p>Victor Zamudio 2710 Illinois Avenue Cell: (404) 825-1858 vmzamudio@hotmail.com</p> <p>Appointed: 05-26-2020 Term expires 01-31-2021</p>				
<p>Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728</p> <p>Elected: 03-03-2020 End of Term: March 2024</p>	<p>Sylvia Masushige 8416 Beechwood Avenue Cell: (562) 755-6159 grandmasy101@hotmail.com</p> <p>Appointed: 05-12-2020 Term expires: 01-31-2023</p>				

RECEIVED

City of South Gate

Item No. 4

OCT 14 2020

CITY COUNCIL

**CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER**

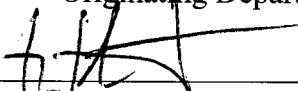
5:20pm

AGENDA BILL


For the Regular Meeting of: October 27, 2020

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: CONTINUE PUBLIC HEARING AND RESOLUTION AMENDING THE SCHEDULE OF FEES TO INCREASE THE RESIDENTIAL REFUSE COLLECTION AND RECYCLING SERVICES RATES FOR FISCAL YEAR 2020/21

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of September 22, 2020. The City has a Franchise Agreement with USA Waste of California, Inc., dba Waste Management of Los Angeles (WM) that stipulates automatic, annual rate increases to the residential refuse collection and recycling services rates based on the Consumer Price Index (CPI). Annually, the City Council amends the schedule of fees to apply said rate increase. Accordingly, the City Council must adopt a Resolution to amend the Schedule of Fees for Fiscal Year 2020/21 to reflect the new rates, retroactive to July 1, 2020.

RECOMMENDED ACTION: Open the Public Hearing and continue 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.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The residential refuse collection and recycling service rates for WM will increase by 3.36%. As an example of the new service rates, the standard monthly service charge for residential accounts will increase from \$18.78 to \$19.41. Attachment "A" contains the amended schedule of fees.

NOTICING REQUIREMENTS: A public hearing notice was duly published in *the Los Angeles Wave*, a newspaper of general circulation, on Thursday, July 30, 2020.

ANALYSIS: Established by Resolution No. 7872, the City's Schedule of Fees sets all rates, fees, charges, deposits, refunds and reimbursements imposed or collected by the City. It also contains the rates for residential refuse collection and recycling services (Service Rates). The Service Rates require a rate increase, to comply with the Franchise Agreement. The Schedule of Fees must be amended by Resolution to apply the rate increase, which is a requirement of the South Gate Municipal Code Section 2.76.010, (Fee Resolution Established), of Chapter 2.76 (South Gate Fee Resolution), of Title 2 (Licenses – Business Regulations). Approval of the proposed Resolution is required to meet the requirements of the Franchise Agreement and the Municipal Code.

The Proposed Resolution adjusts the service rates only for residential refuse collection and recycling services. Following the 3.36% increase, a typical residential customer can expect to pay an increase of \$0.63, monthly. The proposed rate increase is retroactively effective July 1, 2020.

The Proposed Resolution does not adjust the rates for commercial and industrial services because those rates are not included in the Schedule of Fees; however, a rate increase of 3.36% will be applied to commercial and industrial customers. The impact of the increase will depend on the services commercial and industrial customers are subscribed to. The rate increase is also effective July 1, 2020.

BACKGROUND: On May 10, 2005, the City Council approved Contract No. 2222, a Franchise Agreement with USA Waste of California, Inc., dba Waste Management of Los Angeles (WM), authorizing WM to be the exclusive provider of refuse collection and recycling services in the City. As the City's franchise refuse hauler, WM services residential, commercial and industrial properties. WM provides numerous services which include but not limited to: refuse collection, recyclables collection, organic waste collection, sharps collection by mail, roll off bins, free backyard service for disabled residents and bulky item pick up.

Section 4.7 (Rate Adjustments) of Contract No. 2222 with WM stipulates that the service rates shall be adjusted annually, by an annual CPI adjustment, for both (a) Commercial/Industrial services, and (b) Residential Refuse Collection and Recycling Services. The proposed Resolution is specifically focused on increasing the rates for residential refuse collection and recycling services because the City bills customers on behalf of Waste Management for said services. Although the Commercial/Industrial rates will also increase, the proposed Resolution does not focus on them since the City does not bill those customers on behalf of Waste Management.

Section 4.7.3 (Annual CPI Adjustment), of Contract No. 2222, as amended in 2011, entitles WM to annually increase all components of the residential, commercial and industrial service rates by the percentage increase in the "*Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles/Riverside/Orange County metropolitan area, as published by the United States Department of Labor, Bureau of Labor Statistics.*" However, this CPI no longer exists and has been replaced with the CPI, All Urban Consumers, for the Los Angeles/Long Beach/Anaheim metropolitan area, as published by the United States Department of Labor, Bureau of Labor Statistics. According to the Franchise Agreement, in the event that the CPI is "discontinued, the parties shall utilize the index most nearly the same." Accordingly, the agreement was to use the Los Angeles/Long Beach/Anaheim CPI. Said CPI for the period of February 2019 to February 2020 is 3.36% for all services provided by WM.

Under Contract No. 2222 between the City and WM, WM pays an annual Franchise Fee; the exact amount is dependent on revenues they collect. For example, for the last five fiscal years, WM paid the City \$866,321 (2015/16), \$948,833 (2016/17) and \$936,317 (2017/18), \$977,349 (2018/19), \$1,038,930 (2019/20).

ATTACHMENT: Notice of Public Hearing

AM:lc

Office of the
South Gate City Clerk

JUL 27 2020

FILED

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate, California, will conduct a Public Hearing to consider adopting a resolution amending the City's Schedule of Fees to establish the 2020/21 residential refuse collection and recycling service fees.

A copy of the proposed service rates may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is schedule for:

DATE: TUESDAY, AUGUST 11, 2020
TIME: 6:30 p.m.
LOCATION: COUNCIL CHAMBERS
SOUTH GATE CITY HALL
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

NOTICE IS HEREBY GIVEN that any and all persons interested in the matter hereinabove set forth are privileged to attend said hearing and then and there testify or present evidence upon any matter relating thereto.

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this July 27, 2020.


Carmen Avillos, City Clerk

Publication date: July 30, 2020

Account No.: 251-714-25-6302

RECEIVED

Item No. 5

OCT 21 2020

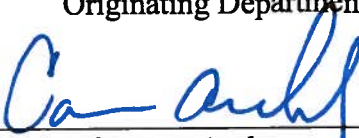
City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:40am

AGENDA BILL

For the Regular Meeting of: October 27, 2020
Originating Department: Office of the City Clerk

Department Head: 
Carmen Avalos

City Manager: 
Michael Flad

SUBJECT: CONFLICT OF INTEREST CODE UPDATE

PURPOSE: Government Code Section 87305.5 requires that each local agency adopt a Conflict of Interest Code. Each local agency must also, on each even numbered year, amend said code to reflect any changed circumstances.

RECOMMENDED ACTION: Adopt Resolution 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.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: To ensure conflict of interest codes remain current and accurate, each local agency is required to review its code at least every even-numbered year. There have been position changes since the last revision, which are now reflected in the proposed code.

A 30-day comment period was afforded to individuals (code filer) affected by such changes to submit written comments to the City Clerk's Office of any recommended changes by the deadline of August 3, 2020. Amendments to Appendix A were included to reflect an updated list.

ATTACHMENT: Proposed Resolution
Appendix "A", "B" and "C"
Notice

RESOLUTION NO. _____

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

**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**

WHEREAS, the Political Reform Act (Codified in Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes;

WHEREAS, the Fair Political Practices Commission (“FPPC”), established in 1974 to ensure that public officials act in a fair and unbiased manner in the governmental decision-making process, to promote transparency in government, and to foster public trust in the political system, adopted a standard Conflict of Interest Code, as set forth in Section 18730 of the California Code of Regulations (“Section 18730”), which can be incorporated by reference in a municipal code;

WHEREAS, on September 13, 1976, the City Council adopted Resolution No. 3440 adopting a Conflict of Interest Code applicable to the Members of the City Council and Chief Administrative Officer, pursuant to the Political Reform Act of 1974; and since then has amended the City’s Conflict of Interest Code as required;

WHEREAS, the FPPC requires every elected official and public employee who makes or influences governmental decisions to submit a Statement of Economic Interest, also known as the Form 700, to provide transparency and ensure accountability;

WHEREAS, on August 28, 2018, the City Council adopted Resolution No. 7827 amending the City’s Conflict of Interest Code containing designated positions required to file Form 700 and disclosure categories as required by the FPPC, and repealing Resolution No. 7722;

WHEREAS, Government Code Section 87306.5 requires every local agency to review its Conflict of Interest Code every even-numbered years to ensure it is up to date, meets the current legal requirements, and revise it if necessary;

WHEREAS, the City Attorney, City Clerk and staff have reviewed the current Conflict of Interest Code, last amended in 2018, and have determined that it should be updated to reflect changes in city departments, job duties and responsibilities of various City personnel required to file disclosure reports under California law;

WHEREAS, as required by the FPPC, the City desires to amend the City’s Conflict of Interest Code, attached hereto as Exhibit “A”; to designate certain officers, employees and officials as described in Appendix “A” attached hereto; to designate certain “consultants”, as described in

Appendix "B" attached hereto; and to amend disclosure categories for said certain officers, employees, officials and consultants, as described in Appendix "C" attached hereto; and

WHEREAS, in accordance with regulation of the FPPC, notice of a 30-day comment period was posted and ended on August 3, 2020, without comments received on the City's amendments to the Conflict of Interest Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council does hereby adopt an amended Conflict of Interest Code attached hereto as Exhibit "A"; revise designated City positions required to file Form 700 attached hereto as Appendix "A"; designate certain "consultants" as described in Appendix "B" attached hereto; revise disclosure categories attached hereto as Appendix "C"; and repeals Resolution No. 7827 in its entirety.

SECTION 3. The Conflict of Interest Code adopted by this Resolution shall be applicable to the Members of the City Council, all specified positions in Government Code Section 87200, and all designated positions set forth in the newly revised and adopted Appendix "A."

SECTION 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 27th day of October 2020.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

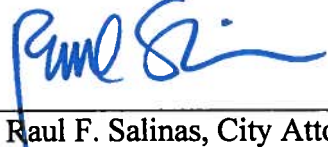
By:  _____
Raul F. Salinas, City Attorney

EXHIBIT "A"
(including Appendixes A, B, C)

CITY OF SOUTH GATE
CONFLICT OF INTEREST CODE

SECTION 1. AUTHORITY. This Conflict of Interest Code is adopted pursuant to and in compliance with Section 87300 of the California Government Code.

SECTION 2. EFFECT. This Conflict of Interest Code is in addition to State laws pertaining to conflicts of interest of the City of South Gate (City) officers and employees and is not intended to abridge or otherwise modify such laws.

SECTION 3. STANDARD CODE ADOPTED.

- A. The terms of California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix "A", in which City officials and employees are specified and designated, Appendix "B", in which City "consultants" are defined, and Appendix "C", in which disclosure categories are set forth, constitute the Conflict of Interest Code of the City, which is considered the "agency" within the purview of this Conflict of Interest Code.

- B. This Conflict of Interest Code of the City so adopted, replaces any prior Conflict of Interest Code of the City. All terms or words in this Conflict of Interest Code, and in its exhibits shall have such meanings as are associated thereto in the Political Reform Act, as amended from time to time.

SECTION 4. STATEMENTS. Designated City employees shall file Statements of Economic Interests, Form 700, with the City Clerk, who shall be and will perform the duties of filing officer for the City. All newly designated employees who were not designated prior to the adoption of the herein Conflict of Interest Code, shall file an initial statement within thirty (30) days after the effective date of this Conflict of Interest Code. The annual statement of economic interest shall be duly filed by no later than April 1st of each calendar year.

SECTION 5. PASSED, APPROVED and ADOPTED on the 27th day of October 2020, by Resolution No. _____.

[Remainder of page left blank intentionally.]

APPENDIX "A"
DESIGNATED POSITIONS
SPECIFIED OFFICER AND EMPLOYEES

(Government Code Section 87200 et seq.)

- Mayor and City Council members
- City Manager
- City Clerk
- City Attorney
- City Treasurer
- Planning Commission Members

ADDITIONAL OFFICIALS WHO MANAGE OR GIVE ADVICE
REGARDING PUBLIC INVESTMENTS

(Government Code Section 87200 et seq.)

- Assistant City Manager/Director of Public Works
- Chief of Police
- Director of Administrative Services
- Director of Community Development
- Director of Parks & Recreation
- Police Captains

The officers, employees and officials listed above must provide full disclosure of their investments, business positions, interest in real property, and sources of income by completing and delivering to the City the Fair Political Practices Commission's California Form 700 and Exhibits A-1, A-2, B, C, D, E and F of that Form.

The officers and employees designated below must provide more limited disclosure, based on the Assigned Disclosure Categories specified next to their respective positions in the table below, as those Assigned Disclosure Categories are described in Appendix "C" hereto.

DESIGNATED OFFICERS, EMPLOYEES AND DISCLOSURE CATEGORIES

(Government Code Section 87300 et seq.)

Designated Positions	Assigned Disclosure Categories
Administration Department	
Management Analyst	2,3,4,6,8
Executive Assistant to City Manager	2,3,4,6,8
Executive Assistant	2,3,4,6,8
Management Assistant	2,3,4,6,8
Executive Assistant to City Attorney	2,3,4,6,8
Administrative Services Department	
Deputy Director of Administrative Services/Human Resources & Risk Manager	2,3,4,5,6,8
Deputy Director of Administrative Services/Finance	2,3,4,5,6,8,9,10
Administrative Analyst	2,3,4,5,6,8
Management Analyst	2,3,4,5,6,8
Customer Service Supervisor	1,2,3,4,5,6,7,8
Senior Accountant	2,3,4,5,6,8,9,10

Information Systems Administrator	2,3,4,5,6,8
Purchasing Supervisor	2,3,4,5,6,8
Sr. Financial Analyst	2,3,4,5,6,8,9,10
Community Development Department	
Administrative Services Coordinator	1,2,3,6,7,8
Building Official	1,2,3,6,7,8
Sr. Building Inspector	1,2,3,6,7,8
Sr. Code Enforcement Officer	1,2,3,6,7,8
Building Inspector	1,2,3,6,7,8
Code Enforcement Supervisor	1,2,3,6,7,8
Code Enforcement Officer	1,2,3,6,7,8
Sr. Community Development Technician	1,2,3,6,7,8
Community Development Technician II	1,2,3,6,7,8
Community Development Technician III	1,2,3,6,7,8
Housing Administrator	1,2,3,6,7,8
Housing & Grants Analyst	1,2,3,6,7,8
Housing Specialist	1,2,3,6,7,8
Senior Planner	1,2,3,6,7,8
Assistant Planner	1,2,3,6,7,8
Management Analyst	1,2,3,6,7,8
Parks & Recreation	
Parks Superintendent	2,6,8
Deputy Director of Parks & Recreation	2,6,8
Recreation Supervisor	2,6,8
Grounds Supervisor	2,6,8
Park Facility Maintenance Supervisor	2,6,8
Police Department	
Senior Administrative Analyst	2,3,4,5,6,8
Police Lieutenant	2,3,4,5,6,8
Executive Assistant to Chief of Police	2,3,4,6,8
Senior Administrative Analyst	2,3,4,6,8
Technical Services Manager	2,3,4,5,6,8
Training Specialist	2,3,4,5,6,8
Public Works Department	
Electrical and General Maintenance Superintendent	1,2,4,5,6,7,8
Equipment Maintenance Superintendent	1,2,4,5,6,7,8
Street and Sewer Superintendent	1,2,4,5,6,7,8
Field Operations Manager	1,2,4,5,6,7,8
Water Division Manager	1,2,4,5,6,7,8
Assistant City Engineer	1,2,4,5,6,7,8
Management Analyst	1,2,4,5,6,7,8

Senior Civil Engineer	1,2,4,5,6,7,8
Associate Engineer	1,2,4,5,6,7,8
Assistant Engineer	1,2,4,5,6,7,8
Senior Engineer	1,2,4,5,6,7,8
City Traffic Engineer	1,2,4,5,6,7,8
Engineering Consultant "As needed"	1,2,3,4,5,6,8
Committee, Commission and Board Members	
Successor Agency to the Community Development Commission of the City of South Gate	3,4,5,9,10
Public Finance Authority Board Member	3,4,5,9,10
Utility Authority Board Member	3,4,5,9,10
Public Access Corporation Board Member	3,4,5,9,10
Parks and Recreation Commission Member	2,6,8
Civil Service Commission Member	2,6,8
Citizen's Advisory Committee Member	3,4,5,9,10
Commission for South Gate Youth	3,4,5,9,10
Consultants	1,2,3,4,5,6,7,8

[Remainder of page left blank intentionally.]

APPENDIX "B"
CONSULTANTS

Commission Regulation 18700 defines "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
 - (i) Approve a rate, rule, or regulation;
 - (ii) Adopt or enforce a law;
 - (iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - (v) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - (vi) Grant agency approval to a plan, design, report, study, or similar item;
 - (vii) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

[Remainder of page left blank intentionally.]

APPENDIX "C"
DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY 1. Persons in this category shall disclose all of their interests in real property located in the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 2. Persons in this category shall disclose all income received by them in the form of loans, gifts and travel payments from sources located in the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 3. Persons in this category shall disclose all of their investments in any business entity or trust that (at the time of the disclosure) is located in, doing business in, planning to do business in, or within the past two years had done business in the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 4. Persons in this category shall disclose all business positions that they hold in any business entity that (at the time of the disclosure) is located in, doing business in, planning to do business in, or within the past two years has done business in the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 5. Persons in this category shall disclose all of their investments in any business entity or trust that (at the time of the disclosure) provides plans to provide, or within the past two years has provided services, supplies, materials or equipment of the type utilized by the City. Persons in this category shall also disclose any business positions that they hold in any such business entity of trust. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 6. Persons in this category shall disclose all income received by them in the form of loans, gifts or travel payments from any person or business entity that (at the time of the disclosure) provides, plans to provide, or within the past two years has provided services, supplies, materials or equipment of the type utilized by the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 7. Persons in this category shall disclose all of their investments and business positions in any business entity that owns or leases real property in the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 8. Persons in this category shall disclose all income received by them in the form of loans, gifts or travel payments from any business entity that owns or leases real property in the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 9. Persons in this category shall disclose all of their investments and business positions in any financial institution in which the City (at the time of the disclosure)

deposits funds, plans to deposit funds, or within the past two years has deposited funds. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 10. Persons in this category shall disclose all income received by them in the form of gifts or travel payments from any financial institution in which the City (at the time of the disclosure) deposits funds, plans to deposit funds, or within the past two years has deposited funds. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

[Remainder of page left blank intentionally.]

**NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF
THE CITY OF SOUTH GATE**

NOTICE IS HEREBY GIVEN that the City of South Gate, pursuant to the authority vested in it by Section 87306 of the Government Code proposes to amend to its Conflict of Interest Code. The purpose of these amendments is to further implement the requirements of Sections 87300 through 87302, and Section 87306 of the Government Code.

The City proposes to amend its Conflict of Interest Code to include employee positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of Section 87302 of the Government Code.

This amendment includes adopting Section 18730 of the California Code of Regulations and makes other technical changes to reflect the current organizational structure of the department. Copies of the amended code are available and may be requested from the Contact Person set forth below.

Any interested person may submit written statements, arguments, or comments relating to the proposed amendments by submitting them in writing no later than August 3, 2020, or the conclusion of the public hearing, if such hearing is timely requested, whichever comes later, to the Contact Person set forth below.

At this time, no public hearing has been scheduled concerning the proposed amendments. If any interested person or the person's representative requests a public hearing, he or she must do so no later than August 3, 2020, by contacting the Contact Person set forth below.

The City has prepared a written explanation of the reasons for the proposed amendments and has available the information on which the amendments are based. Copies of the proposed amendments, the written explanation of the reasons, and the information on which the amendments are based may be obtained by contacting the Contact Person set forth below.

The City of South Gate has determined that the proposed amendments:

1. Impose no mandate on local agencies or school districts.
2. Impose no costs or savings on any state agency.
3. Impose no costs on any local agency or school district that are required to be reimbursed under Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
4. Will not result in any nondiscretionary costs or savings to local agencies.
5. Will not result in any costs or savings in federal funding to the state.
6. Will not have any potential cost impact on private persons, businesses or small businesses.

In making these proposed amendments, the City of South Gate must determine that no alternative considered by the agency would be more effective in carrying out the purpose for which the amendments are proposed or would be as effective and less burdensome to affected persons that the proposed amendments.

All inquiries concerning this proposed amendment and any communication required by this notice should be directed to:

Carmen Avalos, City Clerk
8650 California Ave
South Gate, CA 90280
(323) 563-9510
cavalos@sogate.org

RECEIVED

Item No. 6

OCT 21 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:50am

AGENDA BILL

For the Regular Meeting of: October 27, 2020
Originating Department: Parks & Recreation

Interim Department Director:

Steve Costley/KK
Steve Costley

City Manager:

Michael Flad

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.

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,

Elizabeth 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 October 27, 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 October 27, 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 (24th) 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:

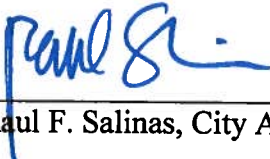
By: _____
Maria Davila, Mayor

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

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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:

10

RECITALS

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

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

22

AGREEMENT

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

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

38 2. **Parking.** Automobile parking located entirely within the boundaries of the Premises
39 shall be reserved exclusively for Tenant and its employees, agents, contractors, customers,
40 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 Daly 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. **Leaschold 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

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1142

[SIGNATURES ON NEXT PAGE]

1143

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1145 31.22 IN WITNESS WHEREOF, the Parties have executed this Lease as the date first
1146 above written.

1147

"Landlord"

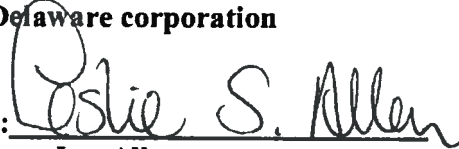
"Tenant"

**CITY OF SOUTH GATE,
a municipal corporation in the State of
California**

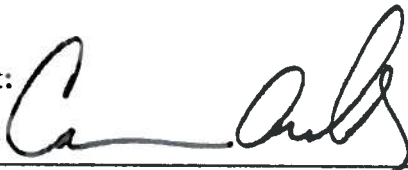
**GOALS SOCCER CENTERS, INC.,
a Delaware corporation**

By: 

GIL HURTADO, Mayor

By: 

**Les Allan,
President**

Attest: 

CARMEN AVALOS, City Clerk

Approved as to Form:



RAUL F. SALINAS, City Attorney

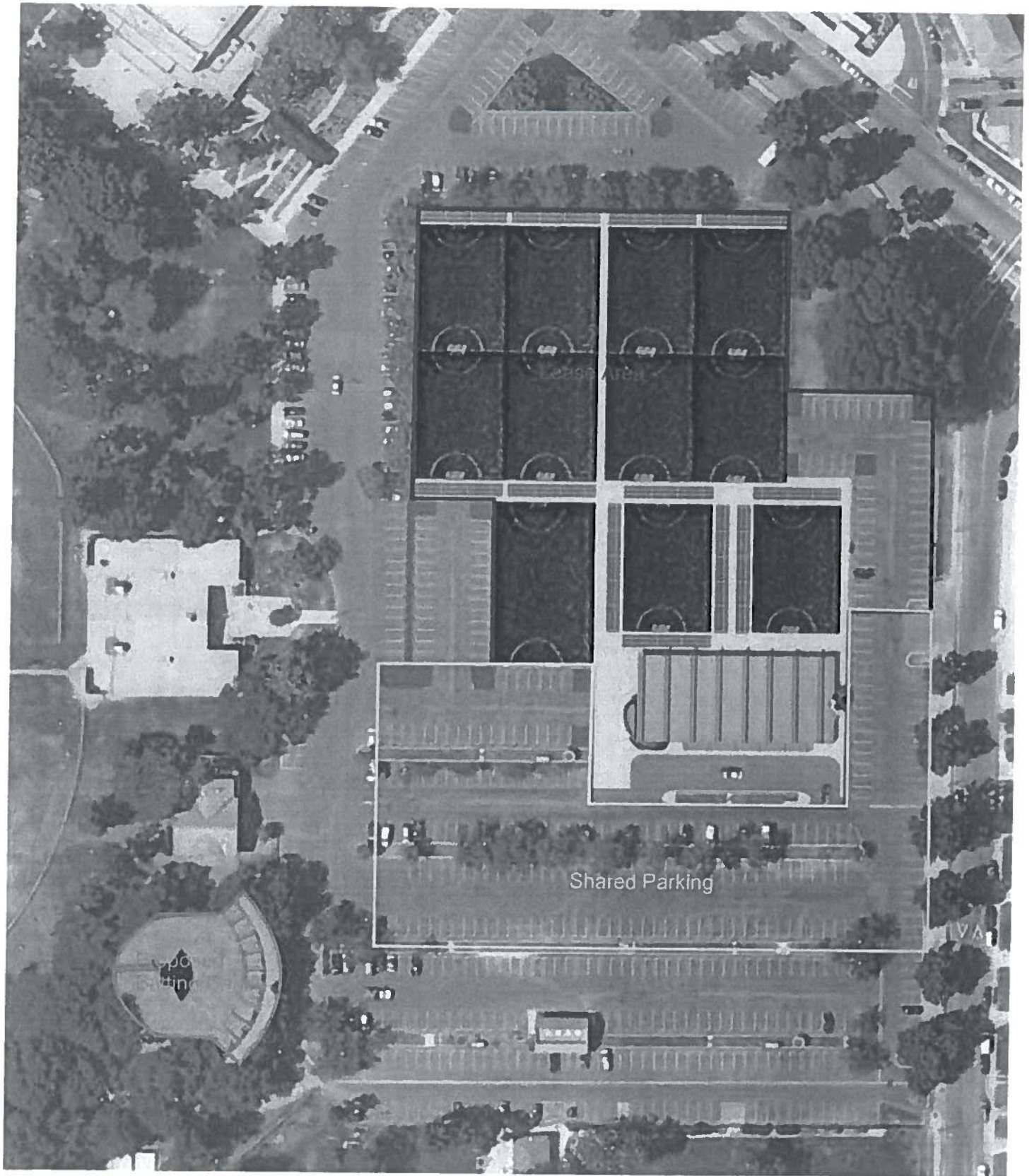
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Exhibit "A"
Site Plan of South Gate Park,
Tweedy School Site, Additional Parking Area and Batting Cages

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"

SOUTHERN AVENUE
PER TRACT NO. 247-74 59'E
(BASIS OF BEARINGS) 1202-31-38

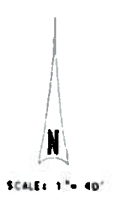
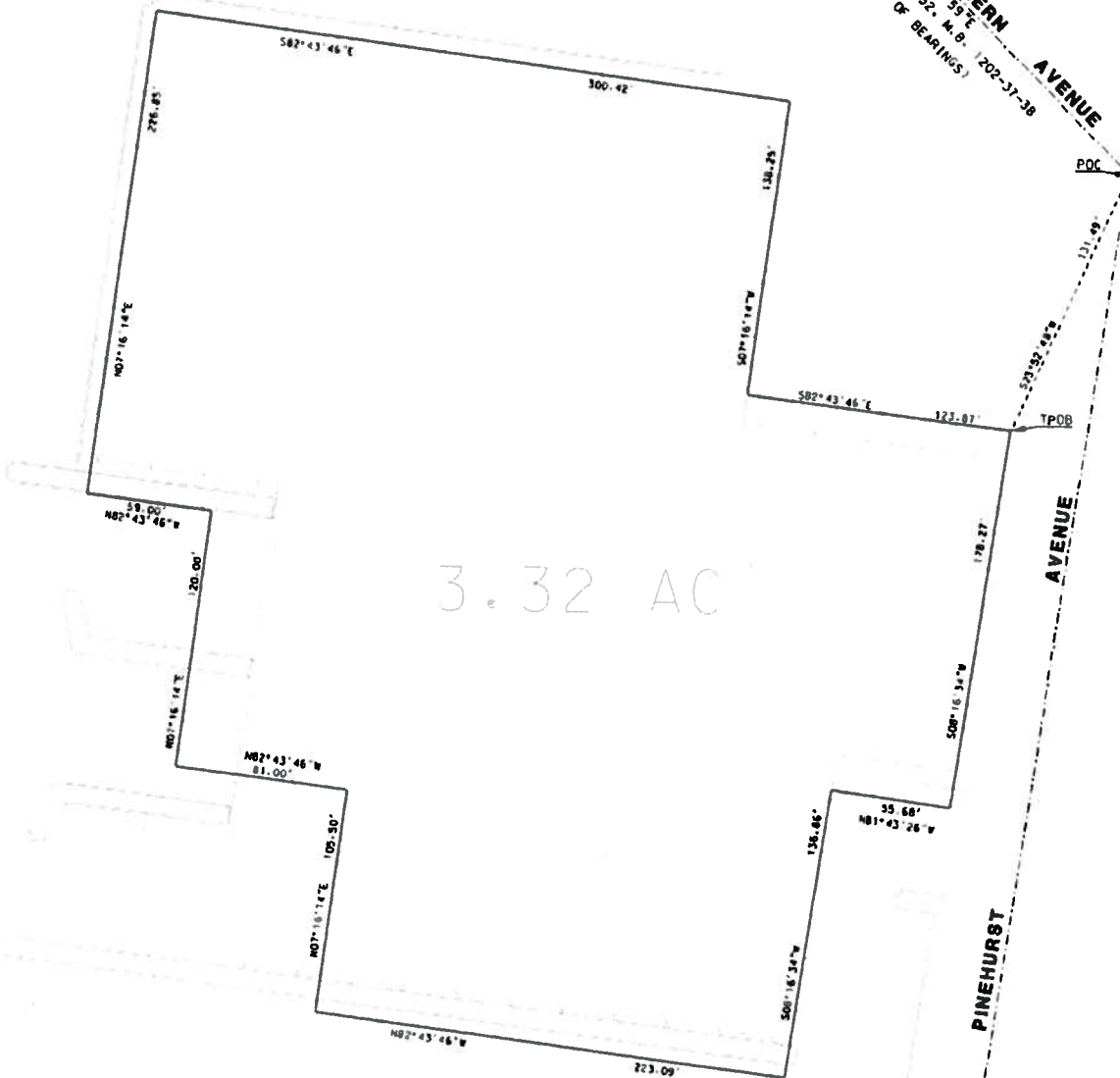


Exhibit "B"
Work Letter

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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:

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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.

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(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.

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(c) The provisions of the Lease, except where clearly inconsistent or inapplicable to this Agreement, are hereby incorporated into this Agreement.

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2. **Commencement Date.** The Commencement Date shall be determined in accordance with Section 3.2 of the Lease.

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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.

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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:

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(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.

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(b) Tenant shall retain an architect licensed in the State of California ("Designer") to prepare all of the plans for Tenant's Work.

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(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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1310 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
1311 written above.

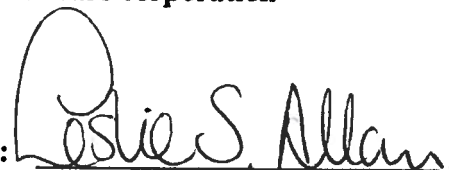
"Landlord"

"Tenant"

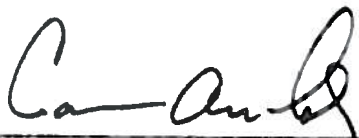
CITY OF SOUTH GATE,
a municipal corporation of the State of
California

GOALS SOCCER CENTERS, INC.,
a Delaware corporation

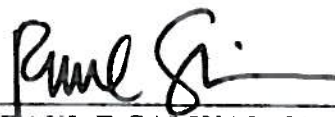
By: 
GIL HURTADO, Mayor

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)

Commence Initial Inspection Period	June 1, 2009
Expiration of Initial Inspection Period	December 1, 2009
Commence Construction	December 1, 2009 (assuming no extension of Inspection Period)
Completion of Construction	June 1, 2010 (assuming no Landlord Delays or Force Majeure Delays)
Staff Training	June 1 – June 30, 2010
Open to Public	July 1, 2010

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.

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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.

1429
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

ABC
8911 HUFF AVE NE SALEM, OR 97303
PHONE 503-380-5714 FAX 503-380-4874

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EDH

ETH

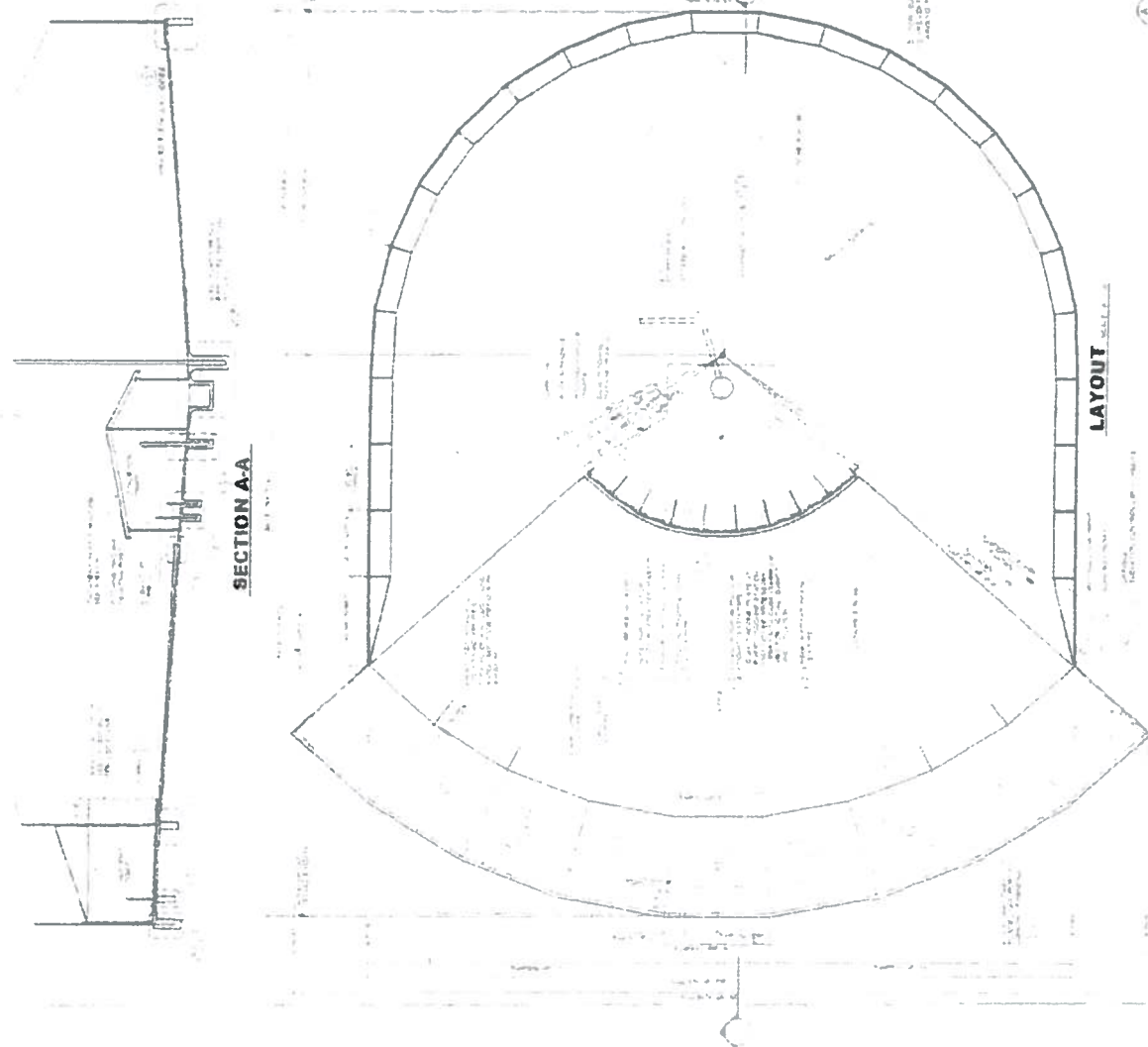
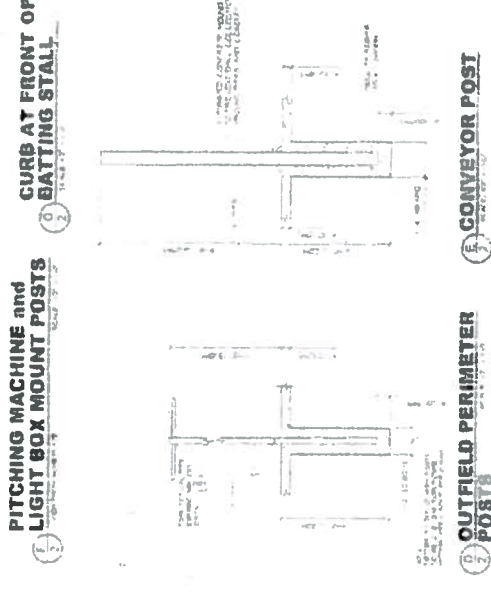
12/14/07

AUTOMATED BATTING CAGES

DATE PLOTTED

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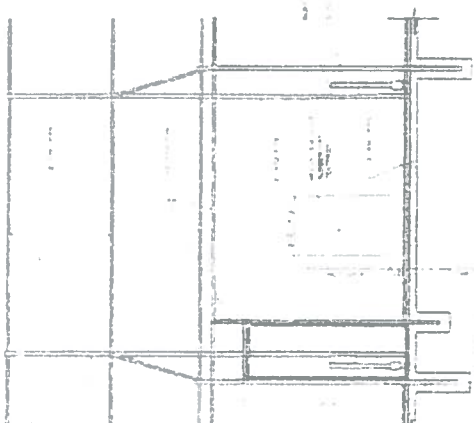
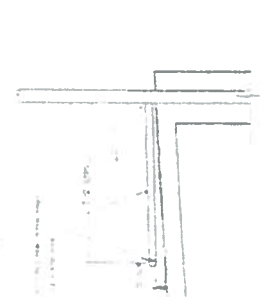




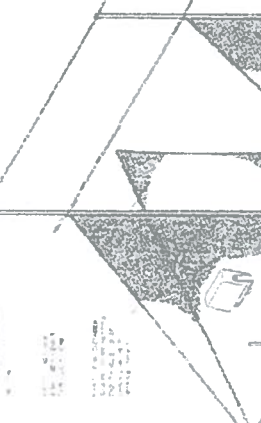
PIPE AND NET CONNECTIONS



OUTFIELD NETTING ANCHOR



REAR VIEW



TOP VIEW

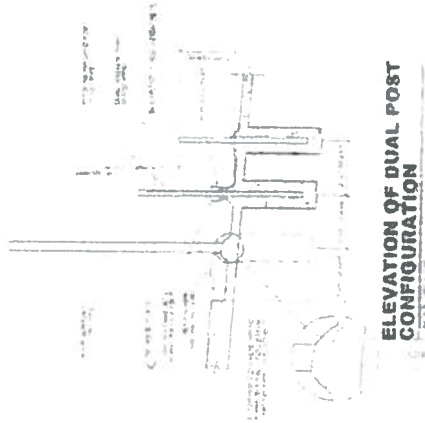
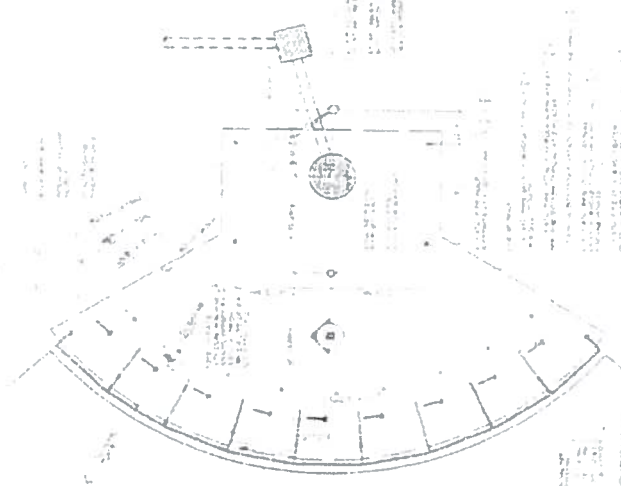
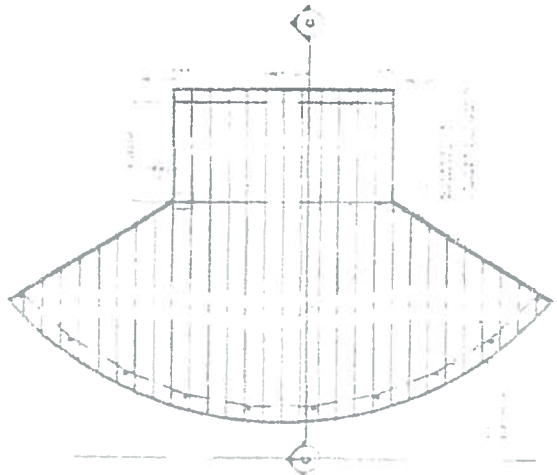


BATTING CAGE ISOMETRIC



HOME PLATE DETAIL





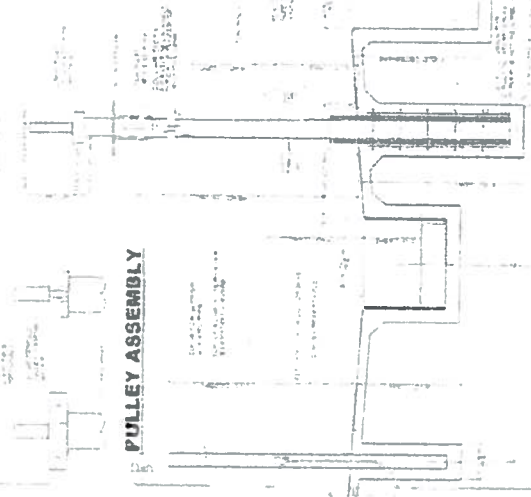
PITCHING MACHINE ROOF PLAN

LAYOUT PITCHING MACHINE AREA

ELEVATION OF DUAL POST CONFIGURATION

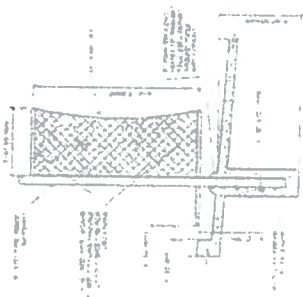


PULLEY ASSEMBLY

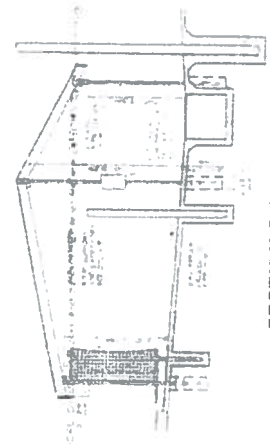


SECTION B-B

COLUMN - BEAM CONNECTION



ROOF SUPPORT FOR PITCHING MACHINE COVER



SECTION C-C

ALL THE ELECTRICAL, MECHANICAL, AND PLUMBING WORK SHALL BE ACCORDING TO THE CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.

9 STATION BATTING CAGE WITH BALL DRYING SYSTEM

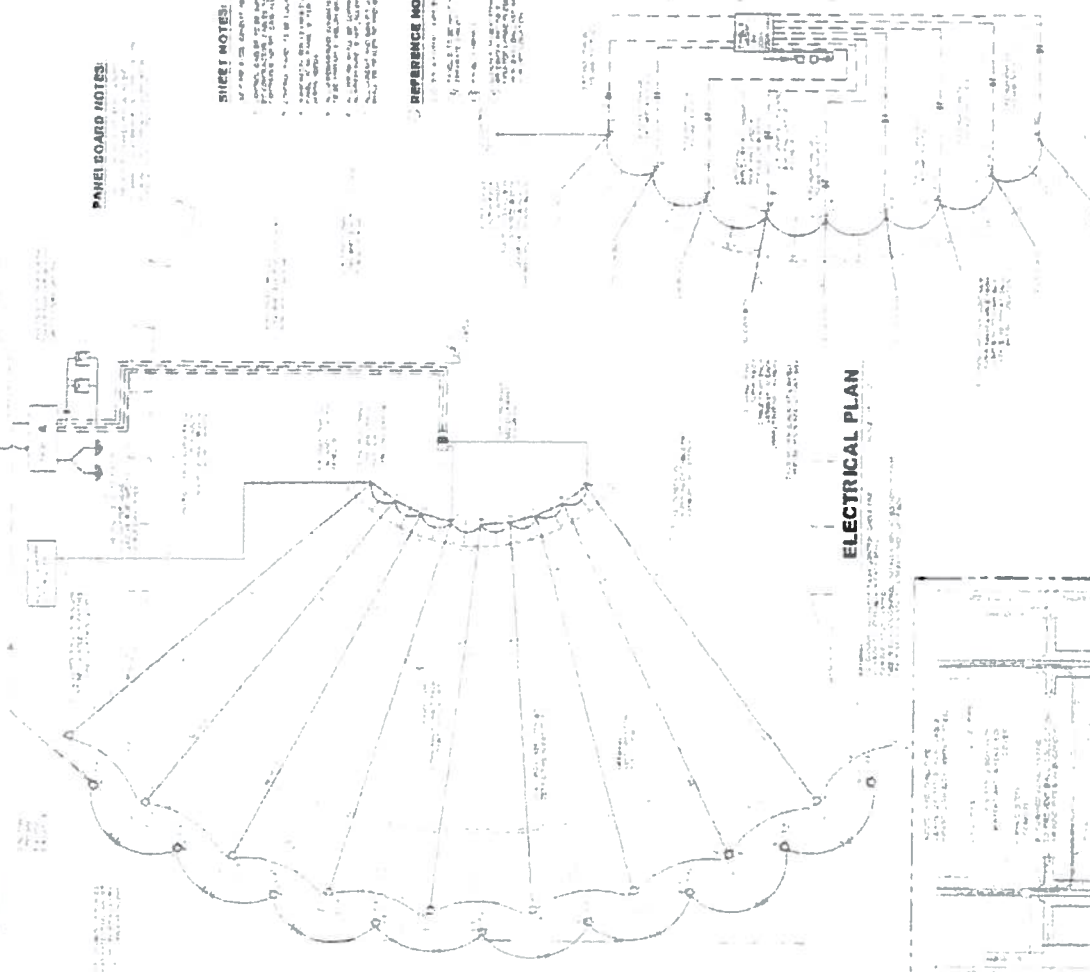


SHEET NOTES:

1. ALL WORK SHALL BE ACCORDING TO THE CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.
2. ALL WORK SHALL BE ACCORDING TO THE CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.
3. ALL WORK SHALL BE ACCORDING TO THE CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.
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5. ALL WORK SHALL BE ACCORDING TO THE CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.

REFERENCE NOTES:

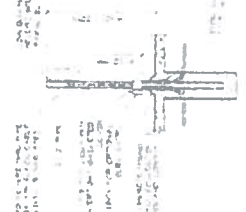
1. CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.
2. CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.
3. CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.
4. CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.
5. CITY OF SALEM, OREGON, ELECTRICAL CODE, 1997 EDITION, WITH THE 2000 AMENDMENTS.



ELECTRICAL PLAN



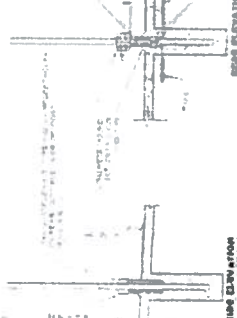
COIN BOX MOUNTS



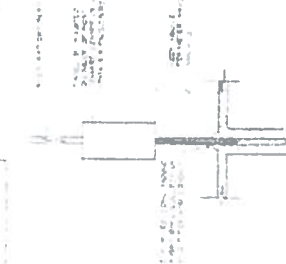
LIGHT POST



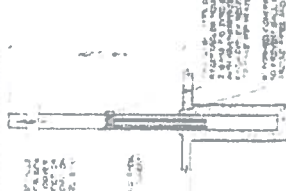
PITCHING MACHINE MOUNTS



ELECTRICAL SUB PANEL



CONVEYOR POST



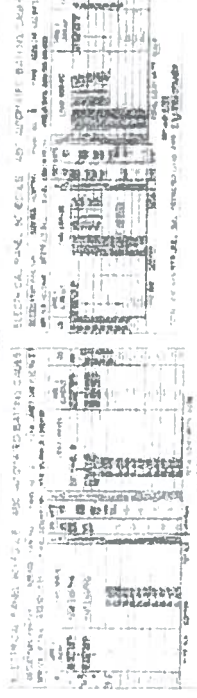
AUTOMATED BATTING CAGES
 8871 HURFF AVE NE, SALEM, OR 97303
 PHONE: 503-390-5774, FAX: 503-390-4874

CUSTOMER #100

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NOTE: ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!

9 STATION BATTING CAGE WITHOUT BALL DRYING SYSTEM



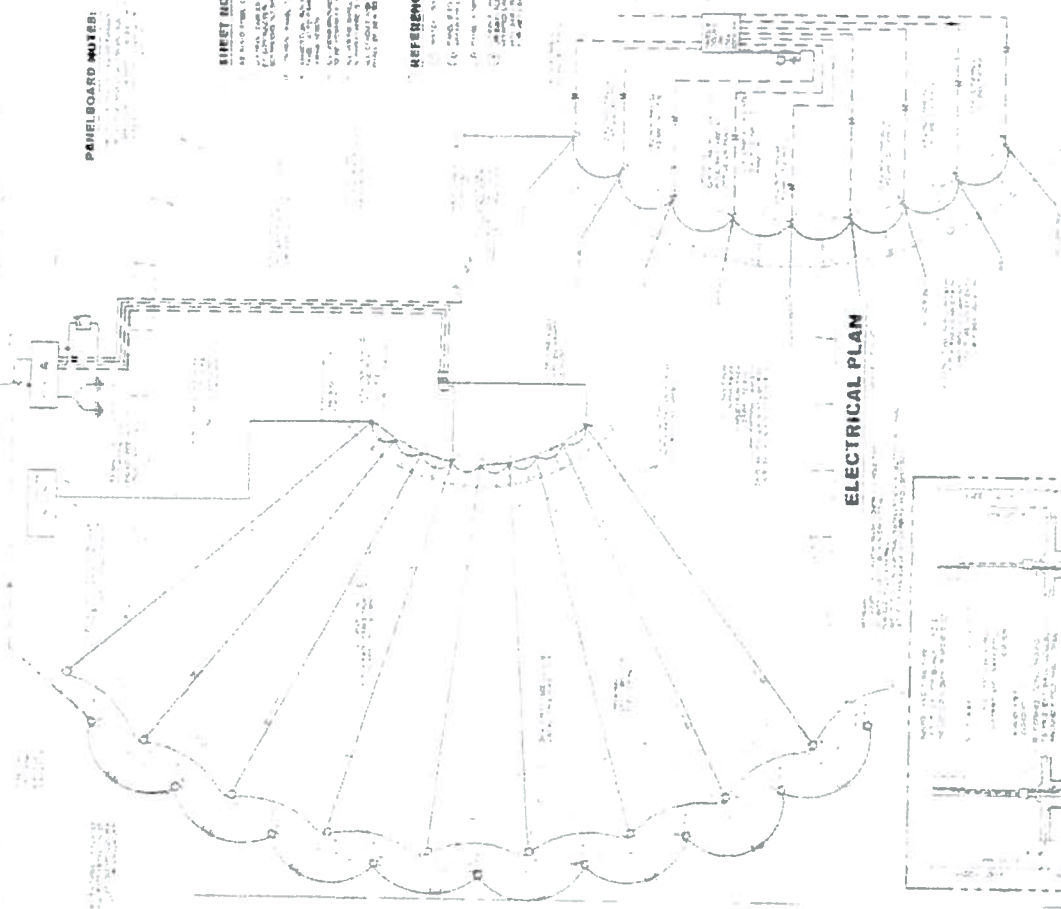
PANELBOARD W/TER:

SHEET NOTES:

- 1. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 2. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 3. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 4. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 5. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!

REFERENCE NOTES:

- 1. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 2. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 3. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 4. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!
- 5. ALL ELECTRICAL SYMBOLS, REQUIREMENTS AND DIMENSIONS MUST BE WITH THE TOP!



ELECTRICAL PLAN

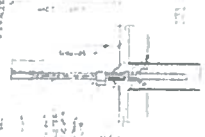
ENLARGED DIAGRAM



COIN BOX

ELEVATION CONTROL INSTALLATION

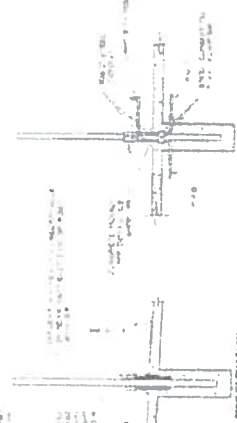
COIN BOX MOUNTS:



LIGHT POST



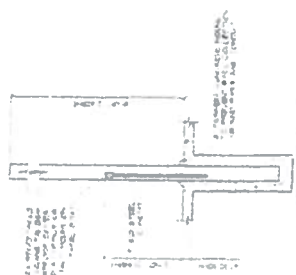
PITCHING MACHINE MOUNTS:



ELECTRICAL SUB PANEL



CONVEYOR POST




AUTOMATED BATTING CAGES
 8811 HUFF AVE NE, SALEM, OR, 97303
 PHONE: 503-380-5714, FAX: 503-380-4874

CUSTOMER INFO:

6A 7

EDM
 EDU
 12/04/07

REVISION

 8811 HUFF AVE NE, SALEM, OR 97303 PHONE 503-390-5714 FAX 503-390-4974	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ REVISION: _____
	PROJECT: _____ SHEET NO.: _____ TOTAL SHEETS: _____

77



NOTES:

IMPORTANT:

CONCRETE SLAB PERSPECTIVE

TO MAINTAIN THE INTEGRITY OF THIS AUTOMATIC SYSTEM
 THE USER MUST NOT ATTEMPT TO MODIFY THE SYSTEM
 OR TO REMOVE ANY PARTS OF THE SYSTEM. IF THE USER
 WISHES TO MAKE ANY CHANGES TO THE SYSTEM, HE
 MUST CONTACT THE MANUFACTURER FOR ASSISTANCE.

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.

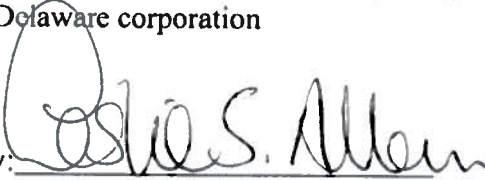
“Landlord”

CITY OF SOUTH GATE,
a municipal corporation in the State of
California

By: 
HENRY C. GONZALEZ, Mayor

“Tenant”

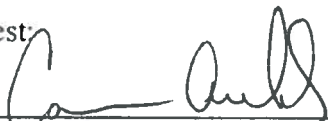
GOALS SOCCER CENTERS, INC.,
a Delaware corporation

By: 
LESLIE S. ALLAN, President

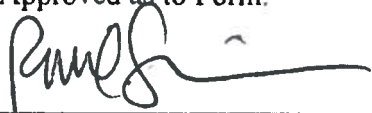
Dated: 1-6-10

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

personally appeared Henry Campos Gonzalez

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 [Handwritten 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: _____

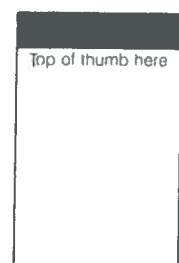
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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 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 5501 DATE



Attachment E

1

MANAGEMENT AGREEMENT

2

THIS MANAGEMENT AGREEMENT ("Management Agreement") is made as of
3 May 25, 2010, by and between the GOALS SOCCER CENTERS (CALIFORNIA) LLC, a
4 California limited liability company ("Manager") and the CITY OF SOUTH GATE, a municipal
5 corporation ("City").

6

WITNESSETH:

7

WHEREAS, on March 24, 2009, at a meeting duly called and held, the City Council of
8 the City of South Gate ("City Council") conditionally approved a Ground Lease (the "Ground
9 Lease") with Goals Soccer Centers, Inc., a Delaware corporation ("Tenant"), an affiliate of
10 Manager, for the construction of an "all-weather sports center" to consist of multiple synthetic-
11 turf playing fields principally designed and equipped to be used for the playing of five-a-side and
12 seven-a-side soccer and a hospitality, administration and changing rooms pavilion and to be
13 located on approximately 3.5 acres of land at the northeast corner of South Gate Park (the
14 "Leased Premises");

15

WHEREAS, one of the City Council's conditions of approval of the Ground Lease
16 required the development and construction of new batting cages, being more particularly
17 described in the plans and specifications attached as Exhibit "D-1" to the Ground Lease to be
18 located adjacent to the Leased Premises (the "Batting Cages Facility");

19

WHEREAS, City and Tenant executed the Ground Lease as of June 1, 2009; and

20

WHEREAS, in accordance with the Ground Lease, Tenant has agreed, upon completion
21 and City's acceptance of the Batting Cages Facility, to have Manager manage and operate the
22 Batting Cages Facility in accordance with this Management Agreement.

23

NOW, THEREFORE, in consideration of the mutual promises, covenants, and
24 conditions herein contained, the parties agree as follows:

25

1. City hereby retains, engages and appoints Manager as an independent contractor
26 to be City's manager to perform the management services during the Term (as defined below), as
27 more fully described herein, and Manager hereby accepts said appointment upon and subject to
28 the terms hereof.

29

A. Nothing in this Management Agreement shall constitute or be construed to
30 be or create a partnership or joint venture between City and Manager.

31

B. Manager agrees and acknowledges that neither Manager nor Manager's
32 employees shall be considered officers, employees or agents of City, and that none are entitled to
33 benefits of any kind or nature normally provided employees of City and/or to which City's
34 employees are normally entitled, including, but not limited to, state unemployment compensation
35 or workers' compensation. Manager assumes the full responsibility for the acts and/or omissions
36 of Manager's employees, subcontractors, consultants or agents as they relate to the management
37 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 (48th) 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.

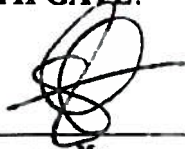
324 25. Manager may cease operating at the Batting Cages Facility for purposes of
325 remodeling, casualty or condemnation, or other causes beyond Manager's control if Manager
326 continues to pay the Fee and continues to abide by the other terms of this Management
327 Agreement. If Manager at any time 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]

346

347 **IN WITNESS THEREOF**, the parties hereto have accepted, made, and executed this
348 Management Agreement upon the terms, conditions, and provisions above stated, the day and
349 year first above written.

CITY OF SOUTH GATE:



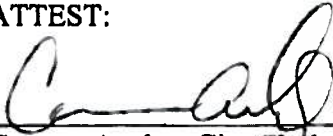
Gregory Martinez, Mayor

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



By: _____
Its: _____

ATTEST:



Carmen Avalos, City Clerk

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

350

RECEIVED

OCT 21 2020

City of South Gate
CITY COUNCIL

Item No. 7

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:40am

AGENDA BILL

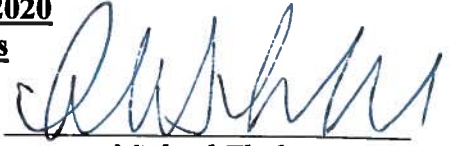
For the Regular Meeting of: October 27, 2020

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM AND AGREEMENT WITH GENERAL PUMP COMPANY, INC., FOR THE WELL NO. 19 PUMP REPLACEMENT, CITY PROJECT NO. 665-WTR AND APPROPRIATION OF FUNDS

PURPOSE: The City's municipal water system is equipped with water wells that produce drinking water, and their reliability is a priority. Staff is proposing to replace the existing pump and motor unit of Well No. 19 that was shut down due to equipment failure. A construction contract is needed to implement the project.

RECOMMENDED ACTIONS:

- a. Approve an amendment to the Capital Improvement Program (CIP) to add the Well No. 19 Pump Replacement, City Project No. 665-WTR (Project);
- b. Appropriate \$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. Approve Agreement 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. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- e. Approve the Notice of Exemption for this Project, and direct the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

GA/10/20
FISCAL IMPACT: There is no fiscal impact to the General Fund. Funding for this Project was not included in the Fiscal Year 2020/21 Water Fund budget. Therefore, if the City Council approves this Project, funds, in the amount of \$174,830, will need to be appropriated from the unassigned Water Fund balance to fully fund the Project under the Capital Improvement Program, as summarized below. There is sufficient funding available in the unassigned fund balance of the Water Fund.

	Water Funds Account No. 411-731-71-9544
Design	\$7,200
Construction Contract	\$117,630
Construction Contingency	\$30,000
Project Management	\$20,000
Total Budget	\$174,830

ALIGNMENT WITH COUNCIL GOALS: The construction of the Project meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: Well No. 19 is an integral component of the City's water system. The well was designed to produce drinking water for approximately 10% of the City's water customers. The existing pump and motor unit of Well No. 19 is in need of replacement as failures in its pumping equipment interrupted its operation. The pump unit was removed from the well and examined by City's well maintenance contractor to determine the cause of the malfunction. Excessive wear was visible in its pump bowl assembly, with some material build up inside. The existing bowl assembly was also over designed for the current pumping conditions, so it was decided that the pump should be replaced instead of re-built. Replacement of the pump motor unit will be cost effective and a reliable way to bring the well back in service. That said, the project will enhance reliability, reduce energy usage and lower operating costs.

BACKGROUND: The Project entails replacing the pump and motor of Well No. 19 with energy efficiency equipment, and installing sensors to monitor groundwater levels.

The Project has been designed, construction bids have been received, and the proposed Agreement is necessary to start construction. Construction is scheduled to begin in December 2020 and be completed within four months.

On September 3, 2020, staff advertised the Notice Inviting Bids in the *Los Angeles Wave* newspaper. The Project was also advertised in trade publication services such as the Ebidboard. On October 5, 2020, two bids were received and opened by the City Clerk in a public forum. The summary of the bids follows:

Bidder Name	Total
General Pump Company, Inc.	\$117,630
Layne Christensen	\$118,635

General Pump Company, Inc., (General Pump) submitted the lowest responsible and responsive bid in the amount of \$117,630. The bid is under the engineer's estimate of \$130,000.

General Pump has been in the industry for over 50 years, and is based in San Dimas, California. The company exhibits the construction expertise and experience required by the Project. General Pump has successfully completed similar projects in the City, as well as in the cities of Long Beach, Monrovia, and Santa Monica. Currently, they provide well maintenance services for the City.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(b) exemption for replacement for public utility services.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Location Map
 - C. Bid Schedule
 - D. Notice of Exemption

US/AA:lc

**AGREEMENT FOR THE WELL NO. 19 PUMP REPLACEMENT,
CITY PROJECT NO. 665-WTR, BETWEEN
THE CITY OF SOUTH GATE AND GENERAL PUMP COMPANY, INC.**

This Agreement for the Well No. 19 Pump Replacement, City Project No. 665-WTR (“Agreement”), is made and entered into on October 27, 2020, by and between the City of South Gate, a municipal corporation (“City”), and General Pump Company, Inc., a California corporation, License No. 496765 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the Well No. 19 Pump Replacement, City Project No. 665-WTR.

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 City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **One Hundred Seventeen Thousand Six Hundred Thirty Dollars (\$117,630)** 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. City 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 City 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, the 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), 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

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within sixty (60) calendar days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on October 27, 2020.

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:

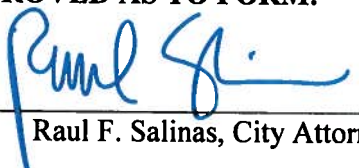
By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

GENEAL PUMP COMPANY, INC.:

By: _____
Mike Bodart, President/Director of Engineering

Dated: _____

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: _____

GENERAL PUMP COMPANY, INC.
Contractor

By: _____

President /Director of Engineering
Title

ATTEST:

By: _____

Signature

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 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 insureds 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 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, 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 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.

**THE WELL NO. 19 PUMP REPLACEMENT,
CITY PROJECT NO. 665-WTR**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to General Pump Company, Inc., ("Contractor" herein) a Contract for:

**WELL NO. 19 PUMP REPLACEMENT,
CITY PROJECT NO. 665-WTR**

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **One Hundred Seventeen Thousand Six Hundred Thirty Dollars (\$117,630)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:
GENERAL PUMP COMPANY, INC.**

By: _____

Name

Title: President / Director of Engineering

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**WELL NO. 19 PUMP REPLACEMENT,
CITY PROJECT NO. 665-WTR**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to General Pump Company, Inc., (“Contractor” herein) a Contract for the work described as follows:

**WELL NO. 19 PUMP REPLACEMENT,
CITY PROJECT NO. 665-WTR**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **One Hundred Seventeen Thousand Six Hundred Thirty Dollars (\$117,630)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2020.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:
GENERAL PUMP COMPANY, INC.**

By: _____

Title: President / Director of Engineering

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is
_____ of _____ (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 _____

Title

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

(Attach Notary Certificate)

EXHIBIT 1 – Location Map

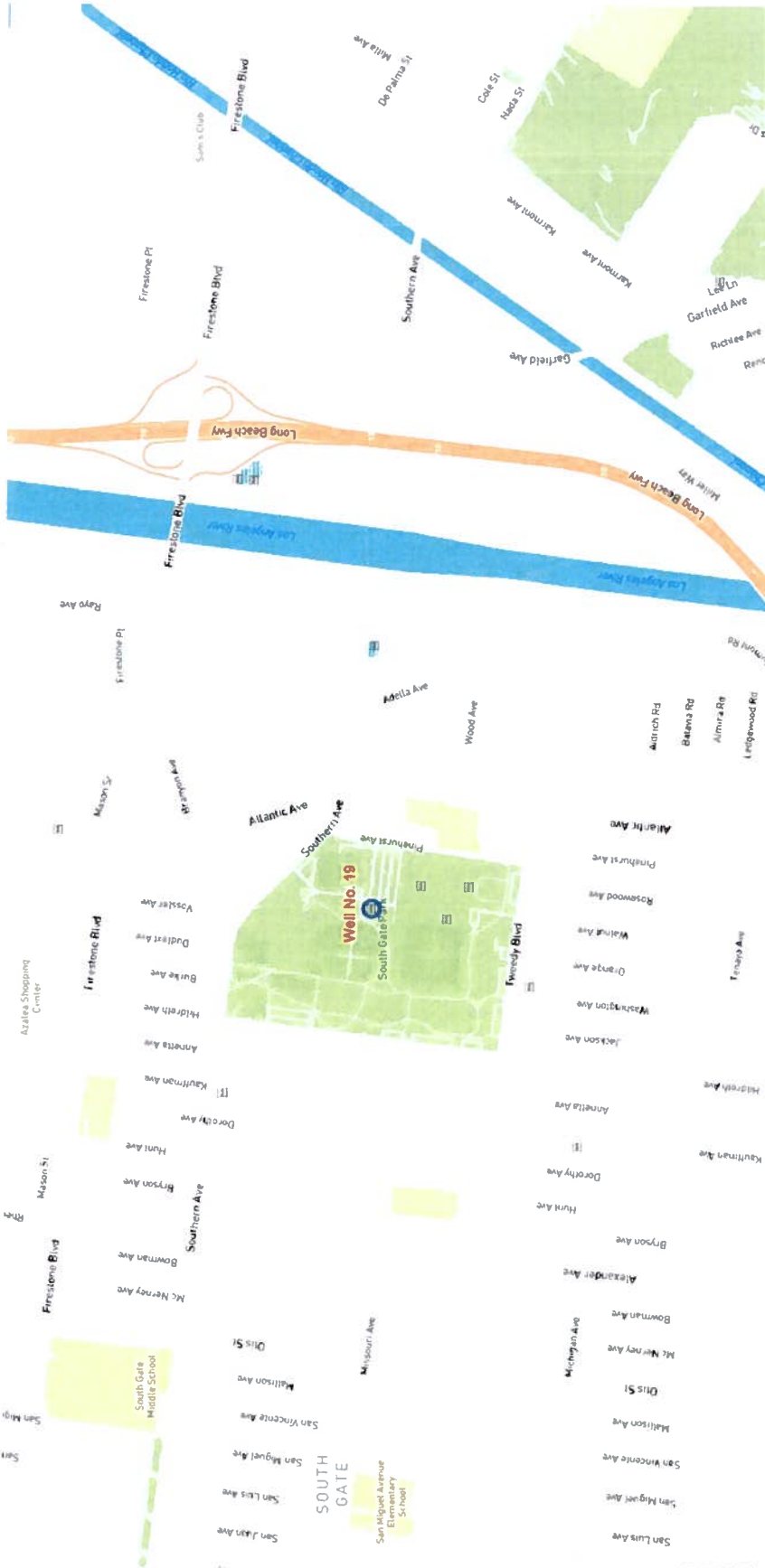
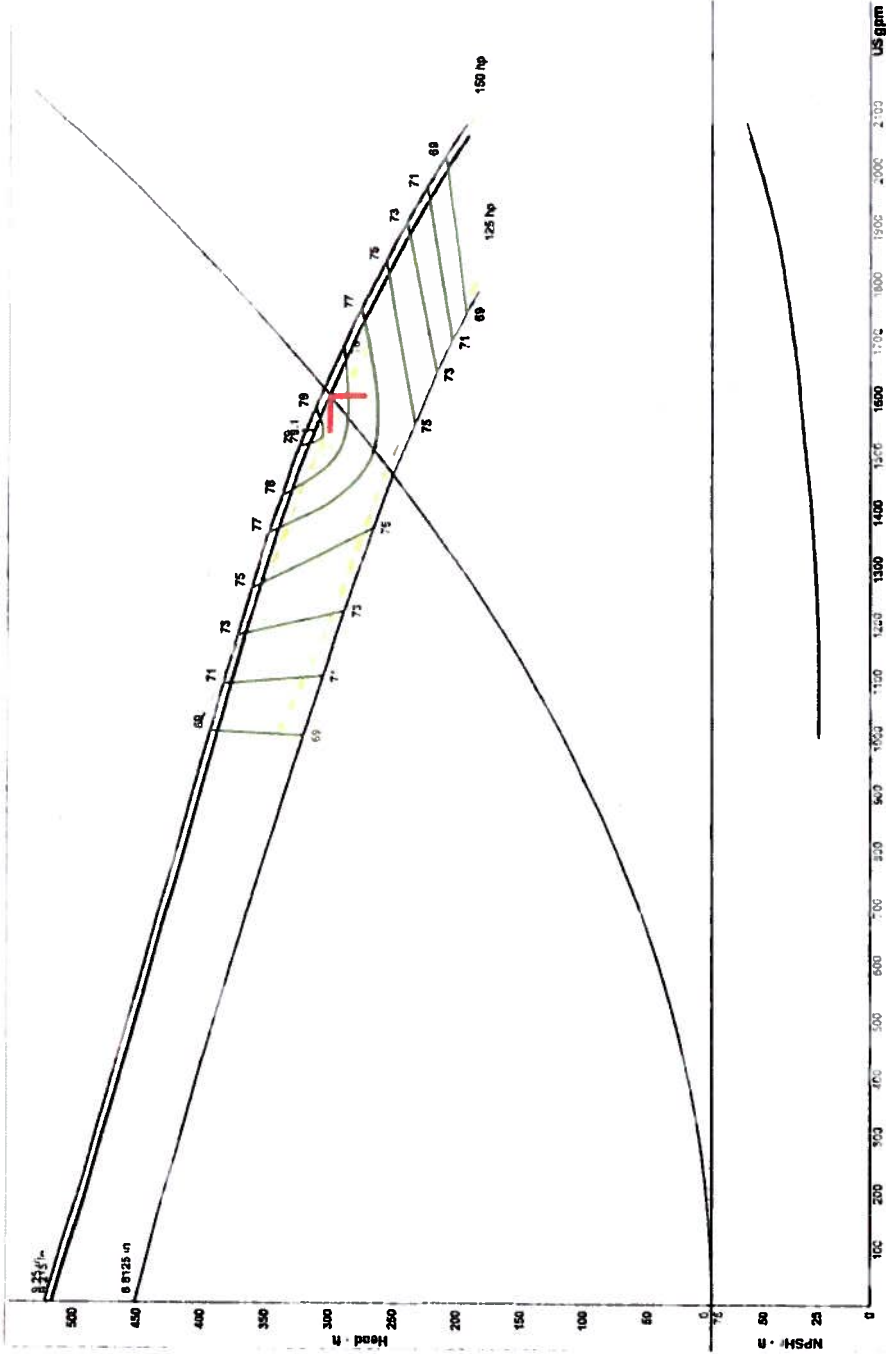


EXHIBIT 3 – Pump Data



Company: Hydroflo Pumps USA, Inc.
 Name: Catalog: Hydroflo VS Pumps.50, Vers 18.3
 8/22/2019 Vertical - 1800 rpm
 Design Point: 1600 US gpm, 300 ft

Size: 12MC (7 stage)
 Speed: 1770 rpm
 Dia: 9.215 in
 Curve: 111611
 Impeller: 12MC SS ENCL

Hydroflo Pumps
 Fluid Solutions

WELL NO. 19 PUMP REPLACEMENT - PROJECT NO. 665-WTR

10/5/2020

Item No.	Description	UNIT	EST. QTY.	GENERAL PUMP COMPANY		LAYNE CHRISTENSEN	
				Unit Price	Total	Unit Price	Total
1	Mobilization, Demobilization and Cleanup	LS	1	\$7,500	\$7,500	\$2,880	\$2,880
2	Pumping Equipment	LS	1	\$107,000	\$107,000	\$109,000	\$109,000
3	Pumping to Waste	HRS.	16	\$130	\$2,080	\$150	\$2,400
4	Well Disinfection	LS	1	\$600	\$600	\$3,300	\$3,300
5	Site Security, Safety, and Noise Compliance	LS	1	\$450	\$450	\$1,055	\$1,055
Total Bid (Items 1 tr. 5)					\$117,630		\$118,635
Rank					1		2

NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder
County of Los Angeles
Environmental Filings
12400 E. Imperial Hwy
Norwalk, CA 90650

FROM: Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Project Title and Location (including county):

Well No. 19 Pump Replacement, City Project No. 665-WTR. Project is located at 9615 Pinehurst Place, South Gate, CA 90280, in Los Angeles County.

Project Description:

The work consists of replacing of a failed pump and motor unit of Well No. 19 of the City's municipal water system.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

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 Class: 1(b)
- Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:

This project is Categorically Exempt under Existing Facilities Section 15301 Class 1(b) for the replacement of existing equipment.

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9657 acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

Arturo Cervantes, P.E., Assistant City
Manager/Director of Public Works

Signature

Printed Name and Title

Date

RECEIVED

City of South Gate

Item No. 8

OCT 21 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:40am

AGENDA BILL

For the Regular Meeting of: October 27, 2020

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

City Manager:

[Signature]
Michael Flad

SUBJECT: RATIFICATION OF LETTER TO ORTIZ ENTERPRISES, INC., AUTHORIZING ADDITIONAL WORK AND PROVIDING INDEMNIFICATION AGAINST CERTAIN CONSTRUCTION CLAIMS FOR THE CONSTRUCTION OF THE I-710 CORRIDOR SOUNDWALL PROJECT, CITY PROJECT 547-ST

PURPOSE: The I-710 Corridor Soundwall Project (Project) is under construction. To avoid delaying the Project, the Public Works Department issued a letter (See Attachment A), with administrative approval, to Ortiz Enterprises, Inc., authorizing additional work and providing indemnification against certain construction claims. It is recommended that the City Council ratify the letter.

Council Member Gil Hurtado should consider recusing himself from taking action on this item as he lives in close proximity to this Project.

RECOMMENDED ACTION: Ratify the letter, dated October 1, 2020, to Ortiz Enterprises, Inc., Notice to Proceed and Assumption of Liability for Certain Claims, authorizing additional work to be paid on a time and material basis and to provide indemnification for certain construction claims under the I-710 Corridor Soundwall Project, to avoid construction delays.

[Handwritten initials] **FISCAL IMPACT:** There is no fiscal impact to the General Fund. The Project is fully funded with \$8.9 Million in Measure R Funds provided by the Los Angeles Metropolitan Transportation Authority. The additional work will be completed on a time and material basis. The total cost is unknown; however, it is estimated to be approximately \$25,000 which will be funded with Measure R Funds. Should any unforeseen costs be incurred as a part of the indemnification agreement, they will also be funded with Measure R Funds.

ANALYSIS: The letter was issued to Ortiz Enterprises, Inc. (Ortiz) to allow construction to progress on schedule. The letter serves two purposes: to provide notice to proceed to perform additional work to be paid on a time and material basis, and to provide indemnification to Ortiz against certain claims. The additional work included in the scope of work includes but is not limited to removing or trimming of trees and shrubs, plants, relocating storage sheds, removing concrete slabs, removing chain link fences, relocating air-conditioning units and other miscellaneous items found within the easement area. The cost of the additional work is unknown as Ortiz was unable to estimate the costs. Therefore, the letter directs Ortiz to perform the work on a time and material basis. A change order will be processed after the work is completed and the costs are determined. Regarding the indemnification, the City acknowledged that the additional work may give rise to claims against Ortiz (Claims) by the residents of Lots 1 through 27 (Residents) of the Thunderbird Villa Mobile Home Park located at 10001 Frontage Road in South Gate (Thunderbird Villa Property), or by the Thunderbird Villa Property's owner, AVMGH Six – Thunderbird Villa Limited Partnership, a Nevada limited partnership (Thunderbird). The letter therefore provides certain indemnification. However, the City will not be

responsible for any claim against Ortiz based on any of the following: (a) Ortiz's negligent act or omission; (b) Ortiz's failure to perform the additional work in accordance with the prevailing standard of care used by general contractors in Los Angeles County; (c) Ortiz's failure to perform the additional work in accordance with the standards and requirements set forth in Exhibit A of the Agreement; and (d) actions taken or work performed by Contractor outside the scope of the additional work, including without limitation other work required of Contractor under the Construction Contract. The City's interest is protected pursuant to an April 28, 2020 Easement Agreement entered into between City and Thunderbird (Easement Agreement). Thunderbird has waived the right to assert such Claims and has agreed to indemnify the City for any such Claims asserted by the Residents.

BACKGROUND: The I-710 Corridor Soundwall Project (Project) is a part of the Capital Improvements Program and is now under construction and proceeding on schedule.

As a part of the Project, a soundwall will be constructed on the west side of Frontage Road and will replace the existing perimeter wall of the Thunderbird Villa Property. This requires performing certain construction activities on the Thunderbird Villa Property and securing an exclusive construction easement (Easement Agreement) with Thunderbird. Under the Easement Agreement, Thunderbird was required to clear the area behind the perimeter wall to make way for construction. Construction activities are underway; however, the area was not cleared. Currently, there exists private property such as sheds, landscaping and other miscellaneous items. Thunderbird and Residents were notified by the City to remove these items, but they were non-responsive. To keep the Project on schedule, the City directed Ortiz to relocate and/or remove the improvements which work will be performed under a change order. Ortiz in response requested indemnification from the City for claims that may be asserted by the Residents or Thunderbird. The City's letter was issued to provide a notice to proceed to perform the additional work, as well as to provide indemnification.

The amount of the additional work is unknown and will be paid on a time and materials basis. Upon completion of the additional work, the City will issue and process a change order to compensate Ortiz.

ATTACHMENTS: A. Notice to Proceed and Assumption of Liability for Certain Claims
B. Easement Agreement

ES:lc



Public Works Department

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

8650 California Avenue, South Gate, CA 90280-3004

P: (323) 357-9657 F: (323) 563-9572

www.cityofsouthgate.org

October 1, 2020

Mr. John J. Britt
Project Manager
Ortiz Enterprises, Inc.
6 Cushing, Suite 200
Irvine, California 92618-4221

**Re: Contract No. 3655 (City Project Nos. 547-ST and 587-ST)
Notice to Proceed and Assumption of Liability for Certain Claims**

Dear Mr. Britt:

Ortiz Enterprises, Inc. (“**Contractor**”) is hereby directed to proceed on Tuesday, October 6, 2020, with the Additional Work defined below. The City of South Gate (“**City**”) acknowledges that the Additional Work is outside the scope of work called for under City Contract No. 3655 entered into between City and Contractor as of December 10, 2019 (“**Construction Contract**”). Contractor is directed to perform the Additional Work on a time-and-materials basis. Once the Additional Work has been completed, City will issue and process a change order to compensate Contractor for the Additional Work.

City acknowledges that the Additional Work may give rise to claims against Contractor (“**Claims**”) by the residents of Lots 1 through 27 (“**Residents**”) of the Thunderbird Villa Mobile Home Park located at 10001 Frontage Road in South Gate (“**Park**”), or by the Park’s owner, AVMGH Six - Thunderbird Villa Limited Partnership, a Nevada limited partnership (“**Thunderbird**”). City believes that pursuant to an April 28, 2020 Easement Agreement entered into between City and Thunderbird (“**Easement Agreement**”), Thunderbird has waived the right to assert such Claims and has agreed to indemnify City for any such Claims asserted by the Residents. Therefore, subject to the terms of this letter set forth below, City shall be responsible directly to Thunderbird and to the Residents for satisfying or otherwise resolving such Claims.

The Additional Work is the relocation of each Resident’s storage sheds and other personal property from the Construction Easement Area identified in the Easement Agreement onto the corresponding Lot occupied by the Resident. Subject to the guidelines set forth below, the Additional Work may also include any or all of the following which, in Contractor’s professional judgment, are necessary to allow Contractor to use the Construction Easement Area to complete the work required by the Construction Contract: dismantling storage sheds; altering foundations on which those sheds are located; relocating air-conditioning equipment; removing ground cover and shrubbery; and trimming trees.

When performing the Additional Work, Contractor must at all times adhere to the following standards and requirements:

- Contractor shall use its best efforts to relocate the Residents' personal property without damaging that personal property;
- Air-conditioning equipment serving any residence shall not be disconnected or relocated without the prior written consent of the City's Director of Public Works or his designee, and without at least 24-hours prior written notice to the Resident. In no event shall Contractor's activities interrupt the availability of air-conditioning service to any residence for more than two (2) hours. Contractor shall not disconnect air-conditioning equipment from any residence during any period when the outside temperature is, or is expected to be, higher than seventy-five degrees Fahrenheit.
- Contractor shall trim trees located in or extending onto the Construction Easement Area only as necessary to allow Contractor to perform the work required of it under the Construction Contract; in no event shall any such trees be trimmed to an extent which jeopardizes the health or survival of the tree. No trees shall be removed from the Construction Easement Area without the prior written consent of City's Director of Public Works or his designee.
- Any shrubbery, ground cover or other vegetation removed by Contractor, and any debris created by Contractor in connection with its work in the Construction Easement Area, may be temporarily stored in the Construction Easement Area. At or prior to completion of Contractor's work under the Construction Contract, such vegetation and debris shall be disposed of off-site by Contractor at its expense in accordance with law.
- Despite the fact that some portions of the Park's entrance driveways are located within the Construction Easement Area, Contractor shall not interfere with the use of those driveways by the Residents and shall not store anything on those driveways.

As noted above, City will take responsibility for all Claims asserted against Contractor by Thunderbird or any Resident based on Contractor's performance of the Additional Work. However, City will not be responsible for any Claim against Contractor based on any of the following: (a) Contractor's negligent act or omission; (b) Contractor's failure to perform the Additional Work in accordance with the prevailing standard of care used by general contractors in Los Angeles County; (c) Contractor's failure to perform the Additional Work in accordance with the standards and requirements set forth in this letter; and (d) actions taken or work performed by Contractor outside the scope of the Additional Work, including without limitation other work required of Contractor under the Construction Contract.

If the foregoing is acceptable to Contractor, please commence the Additional Work on October 6, 2020. Otherwise, please contact me at your earliest convenience to discuss the matter further.

Sincerely,

A handwritten signature in black ink, appearing to read "Arturo Cervantes". The signature is fluid and cursive, with a large initial "A" and "C".

Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works

cc: Michael Flad, City Manager
Jose Loera, Interim Deputy City Engineer/City Traffic Engineer
Mr. Elias Saikaly, P.E., City of South Gate
Raul F. Salinas, Esq., City Attorney
Craig D. Hardwick, Esq.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Craig D. Hardwick
AlvaradoSmith, APC
1 MacArthur Place, Suite 200
Santa Ana, California, 92707

(Space above line for Recorder's use)

EASEMENT AGREEMENT

Including Soundwall Maintenance Obligations

This Easement Agreement Including Soundwall Maintenance Obligations (“Agreement”) is made as of April 28, 2020, by and between the City of South Gate, a municipal corporation (the “City”), and AVMGH Six – Thunderbird Villa Limited Partnership, a Nevada limited partnership (“Thunderbird”). This Agreement is made with reference to the following facts:

RECITALS

A. Thunderbird is the owner of a parcel of land containing approximately 19.683 acres, identified by the Los Angeles County Tax Assessor as Assessor's Parcel Number 6222-042-013, commonly known by the street address of 10001 W. Frontage Road, South Gate, California, the legal description of which is attached hereto as Exhibit “A” (the “Thunderbird Property”).

B. The City owns and operates the aforementioned W. Frontage Road, which is immediately adjacent to the eastern boundary of the Thunderbird Property.

C. There is currently a wall, approximately six-feet tall, located on the Thunderbird Property which separates the Thunderbird property from the roadway (the “Existing Wall”). Thunderbird owns the Existing Wall. The City has proposed removing that wall and installing one or more taller walls (individually and collectively, the “Soundwall”) on the City's adjacent roadway property. Such removal and replacement, and the ongoing maintenance of the Soundwall, will require a temporary construction easement and a permanent use and maintenance easement as set forth herein, as well as other agreements between the City and Thunderbird as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **Payment of Consideration by the City to Thunderbird.** As full consideration for the temporary construction easement to be granted to the City under Section 2 below, the demolition of the Existing Wall, permanent easement, and for Thunderbird's performance of the maintenance obligations under Section 4 below, the City hereby agrees to pay Thunderbird the sum of One Hundred Twenty-One Thousand Dollars (\$121,000.00) (the "Fee"). The City shall pay the Fee to Thunderbird not later than forty-five (45) days after the Construction Easement Commencement Date identified in Section 2.4 below.

2. **Grant of Temporary Construction Easement.** Thunderbird hereby grants to the City a temporary construction easement across portions of the Thunderbird Property ("Construction Easement"), on the terms and conditions set forth in this Section 2 and elsewhere in this Agreement.

2.1 **Location of Construction Easement.** The area covered by the Construction Easement (the "Construction Easement Area") shall be those portions of the Thunderbird Property on which the Existing Wall is located, together with any portion of the Thunderbird Property on either side of the Existing Wall to which the City and its employees, contractors, subcontractors and material suppliers must reasonably have access in order to remove the Existing Wall and build the Soundwall. Notwithstanding the foregoing, the Construction Easement Area shall not include portions of the Thunderbird Property leased by Thunderbird to residential tenants.

2.2 **Permitted Uses.** The City and its employees, contractors, subcontractors and material suppliers shall have the right to use the Construction Easement Area for and in connection with the removal of the Existing Wall and the construction of the Sound Wall. This shall include the right to temporarily store tools, equipment, demolition debris and construction materials on the Construction Easement Area in such locations (if any) were the Construction Easement Area is deep enough to accommodate such storage.

2.3 **Restrictions on Use.** Portions of the Construction Easement Area are located within the entrance driveways to the Thunderbird Property. The City shall conduct its demolition and construction activities so as to minimize interference with use of those driveways by residents of the Thunderbird Property. The City shall not store anything on the driveways. The City shall also conduct its activities on the Construction Easement Area so as not to damage the mobile homes or other personal property of the residents of the Thunderbird Property.

2.4 **Term of Construction Easement.** At least seven (7) days prior to the commencement of any activity on the Construction Easement Area by the City or its employees, contractors, subcontractors or material suppliers, the City shall send written notice to Thunderbird specifying the date on which such activity will commence on that date (the "Construction Easement Commencement Date"). The term of the Construction Easement will commence on the Construction Easement Commencement Date and will continue until the date on which the City notifies Thunderbird, in writing, that the City has completed construction of the Soundwall. That completion date shall be the end of the term of the Construction Easement and shall be the commencement of the term of the Soundwall Use and Maintenance Easement identified in Section 3 below.

3. **Grant of Soundwall Use and Maintenance Easement.** The City hereby grants to Thunderbird an easement to use City property on each side of the Soundwall (“**Soundwall Use and Maintenance Easement**”), on the terms and conditions set forth in this Section 3 and elsewhere in this Agreement, and subject to Thunderbird’s performance of the maintenance obligations set forth in Section 4 below.

3.1 **Location of Soundwall Use and Maintenance Easement.** The area covered by the Soundwall Use and Maintenance Easement (the “**Soundwall Easement Area**”) shall be (a) those portions of the City’s property located west of the Soundwall, between the Soundwall and the eastern boundary of the Thunderbird Property, and (b) those portions of the City’s property located east of the Soundwall, between the Soundwall and West Frontage Road. The Soundwall Easement Area shall include the curb, sidewalk and any parkway or landscape area between West Frontage Road and the Soundwall.

3.2 **Permitted Uses.** With respect to those portions of the Soundwall Easement Area located west of the Soundwall, Thunderbird shall have the right to enter upon the Soundwall Easement Area, to landscape and maintain same, and to authorize its residential tenants to enter upon same. With respect to those portions of the Soundwall Easement Area located east of the Soundwall, Thunderbird’s rights shall be limited to (a) performance of the maintenance obligations set forth in Section 4 below and (b) the right to use the public sidewalk located thereon to the same extent as members of the public in general.

3.3 **Restrictions on Use.** Thunderbird shall not build, or allow any third party to build, anything in the Soundwall Easement Area. Thunderbird shall not attach anything to the Soundwall, lean anything against the Soundwall, or damage the Soundwall. Thunderbird shall take all commercially reasonable steps to prohibit its residential tenants from climbing the Soundwall or doing any of the foregoing prohibited activities. In performing its maintenance activities pursuant to Section 4 below, Thunderbird shall not impair traffic on West Frontage Road at any time, and shall not block public access to the sidewalk adjacent to the Soundwall for longer than reasonably necessary to conduct its maintenance activities, and in no event for longer than one (1) hour.

3.4 **Term of Soundwall Use and Maintenance Easement.** The term of the Soundwall Use and Maintenance Easement Area shall commence on the commencement date specified in Section 2.4 above, and will continue such time as the City permanently removes the Soundwall. Notwithstanding the foregoing, if, prior to the completion of any such removal, the City notifies Thunderbird in writing that the City intends to replace the Soundwall with a similar wall, then the Soundwall Use and Maintenance Easement shall not terminate but shall remain in effect unless and until the City thereafter affirmatively terminates the Soundwall Use and Maintenance Easement.

4. **Maintenance Obligations.** Throughout the term of the Soundwall Use and Maintenance Easement, Thunderbird shall do and perform all of the following:

4.1 **Sidewalk Maintenance.** Thunderbird shall maintain the public sidewalk adjacent to the Soundwall in the manner contemplated by Sections 5.08.020 and 5.08.030 of the South Gate Municipal Code (“SGMC”).

4.2 **Landscaping.** In connection with its construction of the Soundwall, the City shall install the initial landscaping. Thunderbird shall regularly maintain and install any future landscaping in the parkways and other unpaved areas on the side of the Soundwall facing West Frontage Road, and at each entrance to the Thunderbird Property from West Frontage Road (to a level deemed acceptable by the City in its reasonable discretion). Any trees to be installed in those areas shall conform to the requirements of the Street Tree Master Plan identified in SGMC § 5.33.070.1.

4.3 **Irrigation.** In connection with its construction of the Soundwall, the City shall install an irrigation system serving the areas to be landscaped by Thunderbird pursuant to Section 4.2 above. The City shall also install a water meter to monitor the water used by that irrigation system. Upon completion of the Soundwall, the City will transfer ownership and maintenance of irrigation and water meter to Thunderbird. Thunderbird shall control the operation of that irrigation system, and shall irrigate the landscaped areas as reasonably necessary to maintain the health and appearance of the landscaping. Thunderbird shall pay for the water meter usage and water service.

4.4 **Graffiti Removal.** Thunderbird shall, at its expense, keep the side of the Soundwall facing the Thunderbird property free of graffiti, as that term is defined in SGMC §9.49.020.F. Thunderbird shall remove any graffiti on the Soundwall within 48 hours after the earlier of (a) Thunderbird’s discovery of the graffiti, or (b) Thunderbird’s receipt of written notice of the graffiti from the City, regardless of whether such notice is a formal “notice to abate graffiti nuisance” pursuant to SGMC § 9.49.090.C or any less formal written notice.

4.5 **Notify City of Damage.** If Thunderbird causes any damage to the Soundwall, or discovers any damage to the Soundwall caused by any third party, Thunderbird shall immediately notify the City of same in writing. The City shall thereafter inspect such damage and make any repairs deemed necessary by the City. Thunderbird shall have no right and no obligation to make any repairs to the Soundwall.

4.6 **Reimbursement of Certain Cleaning and Repair Costs.** Thunderbird shall promptly reimburse the City, upon demand, for the City’s cost of (a) repairing any damage caused to the Soundwall or (b) removing graffiti from the Soundwall which Thunderbird fails to timely remove as required by Section 4.4 above.

5. **Other Restrictions on Thunderbird’s Use of the Soundwall Easement Area.**

5.1 **Activities Not Expressly Authorized are Prohibited.** Thunderbird shall use the Soundwall Easement Area solely for and in accordance with the uses specified in this Agreement. Thunderbird shall not use or permit the Soundwall Easement Area to be used for any other purpose whatsoever without the City’s prior written consent, which consent may be withheld in the City’s sole and absolute discretion.

5.2 **No Storage.** Thunderbird shall not store any tools, equipment or materials on the portion of the Soundwall Easement Area east of the Soundwall.

5.3 **Compliance with Laws.** Thunderbird shall exercise its rights and obligations hereunder in compliance with all applicable ordinances, statutes and other laws. Thunderbird shall not commit or permit any public or private nuisance or any other act or thing which obstructs or interferes with the rights of the City or the general public in or around the Soundwall Easement Area. Thunderbird shall not use the Soundwall Easement Area for any unlawful purpose.

5.4 **Liens.** Thunderbird shall not suffer or permit any liens, encumbrances or charges against the City's underlying fee interests in the Soundwall Easement Area, or any other property owned by the City or any part thereof – including without limitation any mechanics', materialmen's, contractors' or other liens arising from, or any claims for damages growing out of, any work of repair or alteration as herein authorized or otherwise arising. Thunderbird shall indemnify, protect, defend and hold the City and such real property free and harmless from all liability for any and all such liens and claims and all costs and expenses in connection therewith, including, without limitation, costs of suit and reasonable attorneys' fees and costs. Liens imposed by Thunderbird's contractors, material suppliers, vendors or others (including without limitation mechanics', materialmen's, or contractors' liens) shall constitute a violation by Thunderbird of this Agreement, even if such liens were imposed without Thunderbird's consent.

5.5 **Hazardous Materials.** Thunderbird shall not cause or permit any Hazardous Materials (as defined below) to be brought upon, stored, used, generated, released into the environment or disposed of on, under, from or about the Soundwall Easement Area without the City's prior written consent, which consent may be withheld in the City's sole and absolute discretion. If Thunderbird causes any such real property to become contaminated with Hazardous Materials, then Thunderbird shall reimburse the City for the cost of any clean-up work performed on, under or about said real property in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials. As used herein, the term "**Hazardous Materials**" means (i) any "hazardous materials" as defined in Section 25501(o) of the California Health and Safety Code, as may be amended from time to time, (ii) any other substance or matter which results in liability to any person or entity from exposure to such substance or matter under any statutory or common law theory and (iii) any substance or matter which is in excess of relevant and appropriate levels set forth in any federal, state or local law or regulation pertaining to any hazardous or toxic substance, material or waste or for which any federal, state or local agency orders or otherwise requires removal, treatment or remediation.

6. **Character of Easements.** In addition to the matters set forth above, the following provisions and conditions are applicable to the Construction Easement and the Soundwall Use and Maintenance Easement (which are sometimes hereafter collectively referred to as the "**Easements**"):

6.1 **Perpetual Nature of Soundwall Use and Maintenance Easement.** From and after the commencement date set forth in Section 3.4 above, the Soundwall Use and Maintenance

Agreement is perpetual and irrevocable, except upon the specific conditions set forth in this Agreement.

6.2 **Exclusivity/Non-Exclusivity.** The Construction Easement is exclusive to the City, and during its term Thunderbird shall grant no other party any rights to use the Construction Easement Area; provided, however, that the foregoing prohibition shall not restrict access by residential tenants of the Thunderbird Property to their respective residences. The Soundwall Use and Maintenance Easement shall be exclusive to Thunderbird with respect to those portions of the Soundwall Easement Area west of the Soundwall. The Soundwall Use and Maintenance Easement shall be non-exclusive with respect to those portions of the Soundwall Easement Area east of the Soundwall, which may be used by members of the public in addition to Thunderbird.

6.3 **Easements Run with the Land.** The Easements run with the land. The City's property adjacent to the Soundwall is the dominant tenement hereunder, and the Thunderbird Property is the servient tenement hereunder.

6.4 **Easements Limited to the Specified Easement Areas.** Nothing contained herein shall be deemed or construed to grant to Thunderbird any rights in or to any portion of West Frontage Road or any other property owned by the City other than the Soundwall Easement Area. No rights, easements or licenses are acquired by Thunderbird by implication or otherwise except for the Soundwall Use and Maintenance Easement.

6.5 **Easements Subject to Existing Conditions.** The Easements are subject to all easements, agreement, covenants, offers of dedication, conditions, restrictions, reservations, rights and rights-of-way, of record, apparent upon reasonable inspection, or of which Thunderbird has actual notice, as such matters now affect the Construction Easement Area and/or the Soundwall Easement Area.

7. **City Has No Obligation To Provide Security.** Other than the fire department and the police department services and other public services, the City has no obligation, nor does the City intend to ever undertake any obligation, to provide security to the Construction Easement Area or the Soundwall Easement Area for the benefit of Thunderbird or Thunderbird's personnel or property relative to the Easements. Notwithstanding any provision in this Agreement to the contrary, any security measures implemented by the City shall be solely for its protection and are not intended to provide security or protection for Thunderbird or any personnel or property of Thunderbird.

8. **Indemnity.** To the fullest extent permitted by law, Thunderbird agrees to indemnify, defend (with counsel reasonably satisfactory to the City) and hold harmless the City from and against any and all actions, causes of action, claims, costs (including without limitation attorneys' fees and costs), damages, demands, expenses, judgments, lawsuits, liabilities, liens, losses, and obligations of whatever kind or nature, character, type or description, whether direct or indirect, known or unknown, existing or potential, suspected or unsuspected, or foreseeable or unforeseeable (collectively, "Claims"), which may now or hereafter exist or be asserted against the City, which Claims are based upon, arise out of, or relate to (i) any costs incurred by the City

for corrective action taken on account of the breach by Thunderbird of Thunderbird's obligations under this Agreement, but only where the City has first given Thunderbird written notice of the proposed corrective action and an opportunity for Thunderbird to perform the corrective action itself or otherwise satisfy the Claim within ten (10) days, and Thunderbird has failed to do so with said 10-day period, (ii) Thunderbird's use of the Soundwall Easement Area or any other property owned by the City in connection with the Easements (iii) Thunderbird's failure to comply with any provision of this Agreement, (iv) Thunderbird's violation of any applicable law; (v) Thunderbird's violation of Section 5.5 above. The foregoing indemnity shall not require payment as a condition precedent and shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Thunderbird has no obligation to indemnify, and shall not indemnify, the City with respect to any Claims arising from the willful and/or negligent acts or omissions of the City or its employees, contractors, subcontractors or material suppliers.

9. **Event of Default.** As used herein, the term "Event of Default" means a failure by Thunderbird or the City to observe and perform any other provision of this Agreement where such failure continues for thirty (30) days after written notice thereof by the nondefaulting party to the defaulting party; provided, however, that if such default is not susceptible of cure within such thirty (30)-day period, but is susceptible of cure within a reasonable period of time, then no Event of Default shall occur hereunder unless the defaulting party shall fail to commence to cure such default within such thirty (30)-day period or shall fail to diligently pursue the cure of such default to completion within a reasonable period of time thereafter.

10. **Remedies Upon Event of Default.** Upon the occurrence of any Event of Default by either Thunderbird or the City, the nondefaulting party shall have the right, but not the obligation, to (a) bring an action in Superior Court against the defaulting party seeking to temporarily suspend and/or permanently revoke (*i.e.* terminate) the Easements; (b) bring an action in Superior Court against the defaulting party seeking injunctive relief to prevent the defaulting party from continuing the Event of Default and/or to prevent the defaulting party from using or interfering with the Easements; (c) bring an action in Superior Court against the defaulting party for money damages; and/or (d) pursue any and all other rights and remedies available at law. Each right and remedy of the nondefaulting party provided for herein or now or hereafter existing at law or otherwise shall be cumulative and shall not preclude the nondefaulting party from exercising any other rights or remedies provided for in this Agreement or now or hereafter existing at law or otherwise.

11. **Condemnation by Other Governmental Entities.** If any governmental entity (including without limitation the California Department of Transportation) ever seeks to acquire the Soundwall Easement Area by eminent domain, then the City shall be entitled to all condemnation proceeds relative thereto.

12. **Miscellaneous.**

12.1 **Notices.** All notices required to be given pursuant to the terms hereof shall be in writing and shall be either (a) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by FedEx or a similar regional or national overnight courier service for next-day delivery that requires written

acknowledgment of receipt by the addressee. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
The City of South Gate
South Gate City Hall
8650 California Avenue
South Gate, California 90280
Attn: Arturo Cervantes,
Assistant City Manager/Director of Public
Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: ACervantes@SoGate.org

With a copy (which shall not constitute notice)
to:

Craig D. Hardwick, Esq.
AlvaradoSmith, APC
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

To Thunderbird: (address)
10001 West Frontage Road
South Gate, CA 90280
Attn: Bruce Hohn
Telephone No.: (562) 928-4301
Fax No.: (562) 928-4451
E-mail: Tbird710@verizon.net

12.2 **Time.** Time is of the essence of every provision contained in this Agreement. If the date (“**Performance Date**”) on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Friday when South Gate City Hall is closed for business, or on a Saturday, Sunday or holiday, such Performance Date shall be automatically extended to the next business day. Except as otherwise expressly provided herein, all references to periods of days shall refer to consecutive calendar days.

12.3 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and all successive owners of the dominant and servient tenements.

12.4 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

12.5 **Attorneys' Fees.** If either party brings suit against the other with respect to this Agreement, then all costs and expenses, including without limitation actual professional fees and costs such as appraisers' accountants' experts, and attorneys' fees and costs, incurred by the prevailing party (whether that party prevails by final judgment or out-of-court settlement) shall be paid by the losing party. The losing party's obligation shall be deemed to have accrued on the date of the commencement of such actions and shall be enforceable whether or not the action is prosecuted to judgment. As used herein, the term "attorneys' fees and costs" shall include, without limitation, attorneys' fees, costs, and expenses incurred in connection with any (a) postjudgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examinations, (d) discovery, and (e) bankruptcy litigation. As used herein, the term "prevailing party" shall include without limitation any party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

12.6 **Construction.** Thunderbird's representative have reviewed this Agreement and negotiated with the City to change provisions Thunderbird deemed unacceptable. The normal rule of construction that ambiguities are resolved against the drafting party are waived as to this Agreement.

12.7 **Governing Law.** This Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. All claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California. No effect shall be given to any choice of law or conflict of law provision, principal or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

12.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of *forum non conveniens* and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

12.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one

and they shall have the same force and effect as though all of the signers had signed a single signature page.

12.10 **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

12.11 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof, and in no way define, limit or prescribe the scope or intent of this Agreement or any provisions thereof.

12.12 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

12.13 **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

12.14 **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

12.15 **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

12.16 **Relationship of Parties.** Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture or any other relationship between them except that of grantor and grantee.

12.17 **Force Majeure.** If either party is delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of a "Force Majeure" as defined below, then performance of such act will be excused for the period of delay and the period for

the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, however, nothing in this Section shall excuse either party from the prompt payment of any amounts owing by that party under this Agreement. Further notwithstanding the foregoing, no Force Majeure event shall excuse the delay of either party's performance by more than sixty (60) days. As used herein, the term "Force Majeure" means any one or more of the following to the extent not caused by the party claiming the delay: (a) fire, earthquake, flood or other natural disaster; (b) interruption of any public utilities, including without limitation electricity, gas, water, sewer or telephone service; (c) governmental action or inaction, including without limitation failure, refusal or delay in issuing permits, approvals and/or authorizations; (d) restrictive governmental laws, regulations or orders; (e) strikes, lock-outs, or similar labor interruptions; (f) inability to procure necessary construction materials; (g) riots, civil unrest or insurrection; (h) criminal activity; (i) terrorism; (j) war; or (k) any other unusual and unforeseeable delay not within the reasonable control of the party delayed.

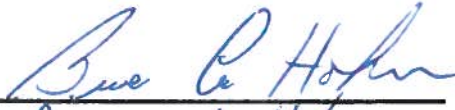
12.18 **No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

“City”
The City of South Gate,
a municipal corporation

“Thunderbird”
AVMGH Six – Thunderbird Villa Limited
Partnership, a Nevada limited partnership

By: 
Maria Davila, Mayor

By: 
Name: Bruce A. Hohn
Title: MANAGING PARTNER

ATTEST:
By: 
Carmen Avalos, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: 
Raul F. Salinas, Esq., City Attorney

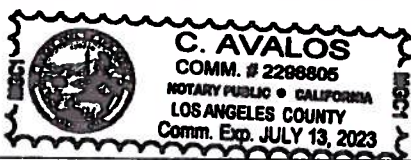
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On May 5, 2020, before me, Carmen Avalos, Notary Public, personally appeared Raul F. Salinas, 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.



C. Avalos
Notary Public

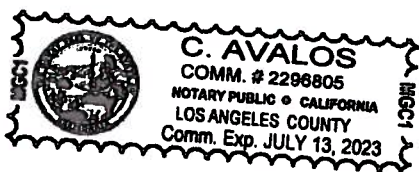
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On May 6, 2020, before me, Carmen Avalos, Notary Public, personally appeared Maria R. Davila, 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.



C. Avalos
Notary Public

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 April 22, 2020, before me, Maria O. Martinez, Notary Public, personally appeared Bruce Andrew Hahn, 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.



Notary Public

Exhibit "A"

Legal Description of Thunderbird Property

Legal and Plat

Condit Surveying, Inc.
October 17, 2016

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE LAND IN THE RANCHO SAN ANTONIO, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, CONVEYED TO MARIA MERCED DE FOSTER BY DEED RECORDED IN BOOK 3, PAGE 37 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF LOT 6 OF THE SUBDIVISION OF THE ESTATE OF ROBERT TWEEDY, DECEASED AS PER MAP RECORDED IN BOOK 83, PAGES 13 AND 14, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, IN SAID CITY, COUNTY AND STATE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 29, 1964, IN BOOK 44460, PAGE 1, OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER, SAID CORNER BEING A POINT IN THE SOUTHERLY LINE OF SOUTHERN AVENUE, FORMERLY STEWART AND GRAY ROAD, 50.00 FEET WIDE; THENCE ALONG THE WESTERLY LINES OF THE LAND DESCRIBED IN SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 03°53'57" WEST 129.02 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2475.00 FEET;
2. SOUTHERLY 107.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'53";
3. SOUTH 06°22'50" WEST 684.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 06°22'50" WEST 249.49 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4975.00 FEET;
2. SOUTHERLY 531.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°08'59" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2338.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 77°30'11" EAST;

Gwen Vera g. lrc
October 17, 2016

3. SOUTHERLY 383.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°23'44" TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED RECORDED JULY 8, 2003 AS DOCUMENT NO. 03-1948303 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY:

THENCE LEAVING SAID WESTERLY LINE, NON-TANGENT, ALONG SAID SOUTHERLY DEED LINE NORTH 82°58'31" WEST 4.45 FEET; THENCE LEAVING SAID SOUTHERLY DEED LINE NORTH 20°41'41" EAST 79.39 FEET; THENCE NORTH 18°43'48" EAST 75.15 FEET; THENCE NORTH 18°50'26" EAST 124.47 FEET; THENCE NORTH 14°13'52" EAST 83.01 FEET; THENCE NORTH 12°19'22" EAST 70.28 FEET; THENCE NORTH 11°20'30" EAST 153.88 FEET; THENCE NORTH 09°08'26" EAST 173.85 FEET, THENCE NORTH 06°44'34" EAST 329.50 FEET; THENCE NORTH 38°36'36" WEST 10.18 FEET; THENCE NORTH 83°36'36" WEST 15.00 FEET; THENCE NORTH 06°23'24" EAST 56.13 FEET; THENCE SOUTH 83°38'38" EAST 15.00 FEET; THENCE NORTH 51°23'24" EAST 15.91 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6,663 SQUARE FEET, MORE OR LESS.

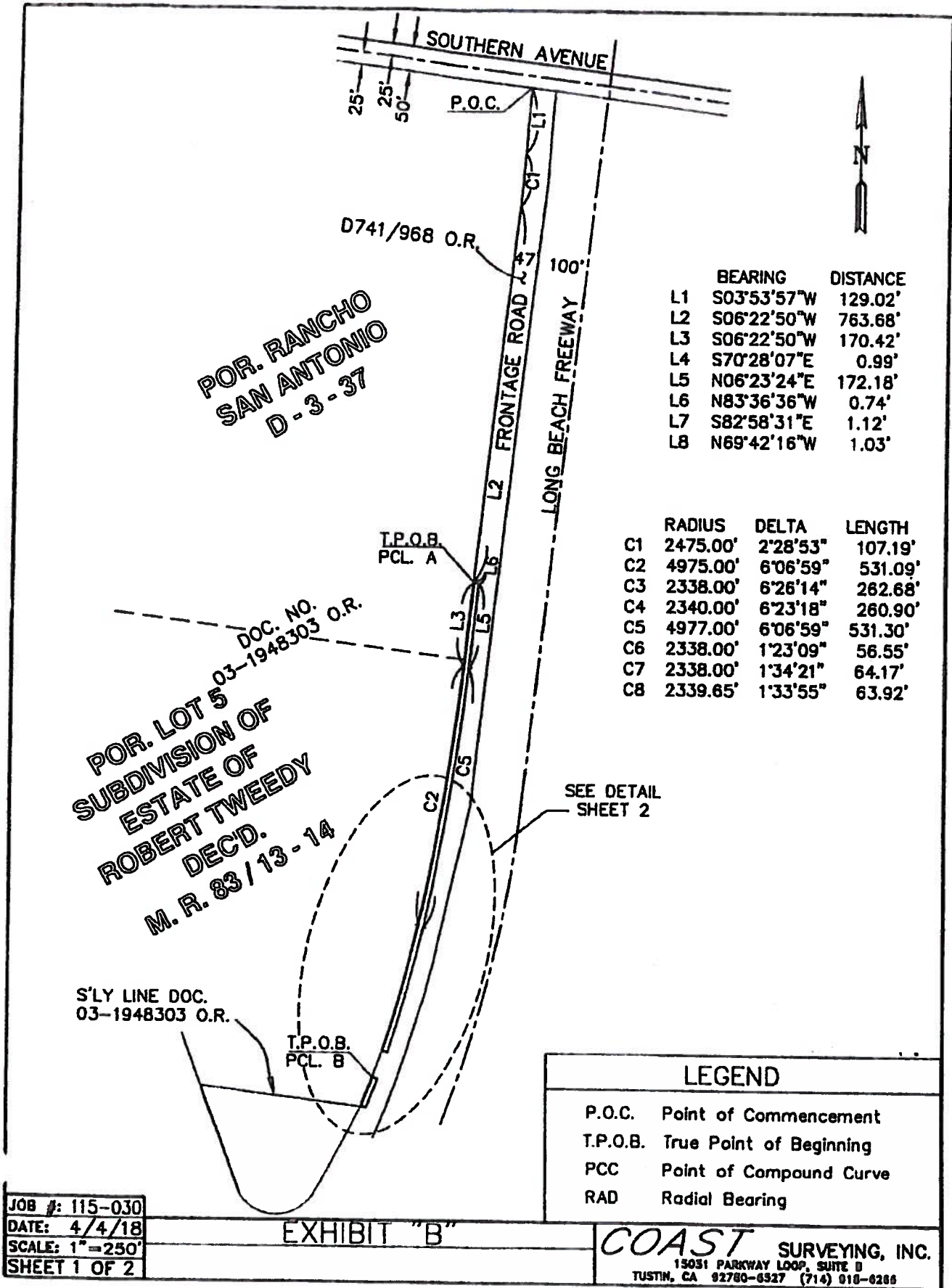
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION.
DATED THIS 19TH DAY OF OCTOBER, 2016

Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108

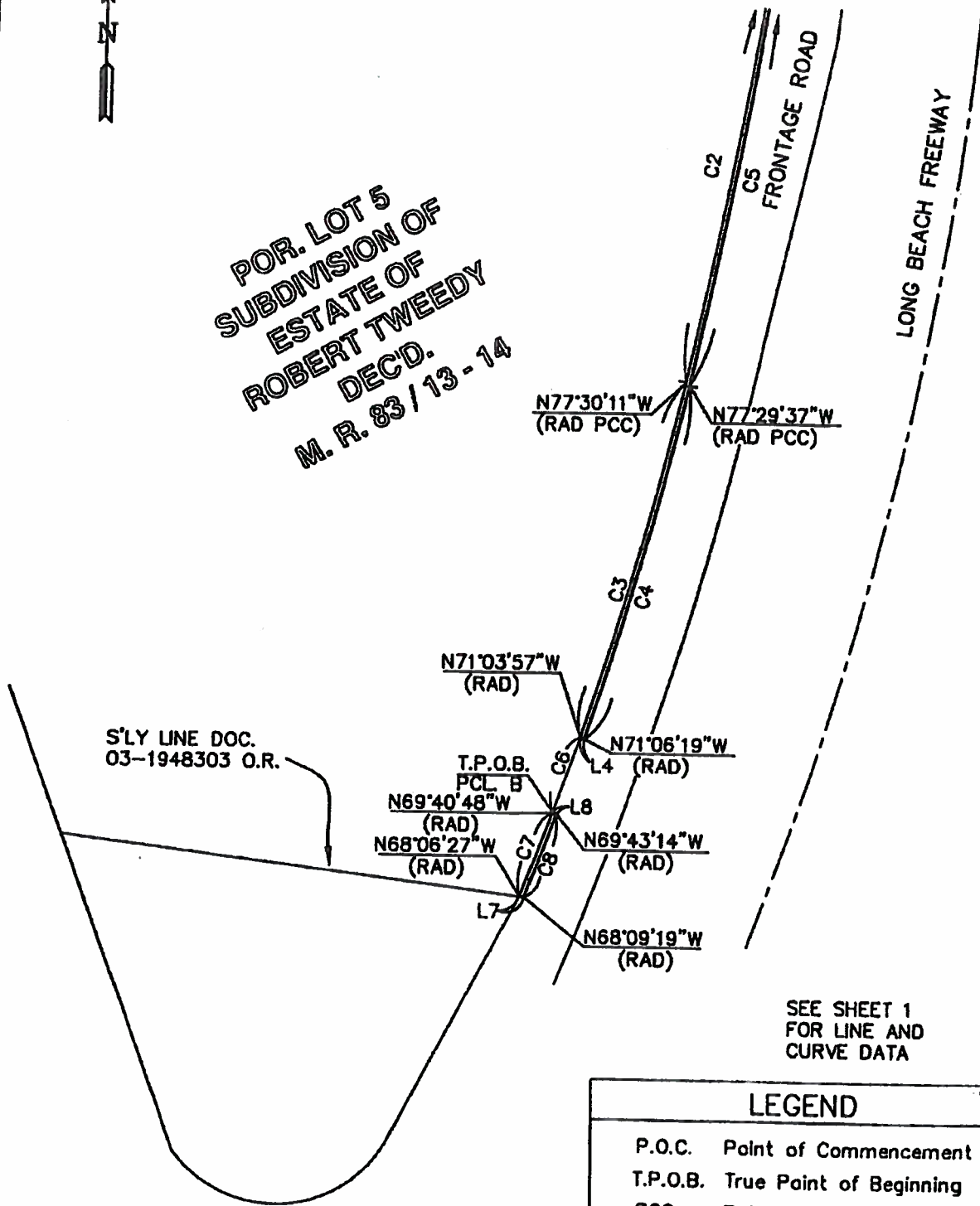




JOB #: 115-030
 DATE: 4/4/18
 SCALE: 1"=250'
 SHEET 1 OF 2



POR. LOT 5
 SUBDIVISION OF
 ESTATE OF
 ROBERT TWEEDY
 DEC'D.
 M. R. 83 / 13 - 14



SEE SHEET 1
 FOR LINE AND
 CURVE DATA

LEGEND	
P.O.C.	Point of Commencement
T.P.O.B.	True Point of Beginning
PCC	Point of Compound Curve
RAD	Radial Bearing

JOB #: 115-030
 DATE: 4/4/18
 SCALE: 1"=100'
 SHEET 2 OF 2

EXHIBIT "B"

COAST SURVEYING, INC.
 13031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-8266

RECEIVED

OCT 21 2020

City of South Gate
CITY COUNCIL

Item No. 9

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:40am

AGENDA BILL

For the Regular Meeting of: October 27, 2020

Originating Department: Public Works

Department Director:

Arturo Cervantes
Arturo Cervantes

City Manager:

Michael Flad
Michael Flad

SUBJECT: CHANGE ORDER NO. 1 TO CONTRACT NO. 2020-30-CC WITH HARDY AND HARPER, INC., MODIFYING THE SCOPE OF WORK FOR THE CHAKEMCO STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 593-ST

PURPOSE: The Chakemco Street Improvement Project (Project) is now under construction. Contract Change Order No. 1 (CCO No. 1) is an owner-initiated change order that provides for additional improvements that are necessary to address design and field issues. It also provides for a deduction of improvements that are no longer necessary to be performed as a part of the Project. In total, CCO No. 1 provides for \$71,138 of additional improvements and \$39,668 in deductions, for a net amount of \$31,470.

RECOMMENDED ACTIONS:

- a. Approve 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. Authorize the Assistant City Manager/Director of Public Works to execute Change Order No. 1.

9/1/20

FISCAL IMPACT: There is no fiscal impact to the General Fund. CCO No. 1 is proposed to be funded with \$31,470 secured from the Los Angeles Unified School District (LAUSD) for the construction of this Project. The Project is budgeted in the amount of \$1,650,000 as summarized on 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 field issues arose that required changes to the design and therefore, changes to the construction contract. Also, certain improvements were identified that are no longer necessary to be constructed as a part of the Project. CCO No. 1 is necessary to incorporate these changes into the contract. More specifically, CCO No. 1 will accomplish the following: (a) incorporate additional improvements to the contract to address design and field issues (\$71,138), and (b) deduct improvements that are no longer necessary to be constructed as a part of the Project (\$39,668 credit), as described below.

- a) **Additional Improvements to Address Field Issues:** This consists of \$18,760 in additional improvements to address drainage conflicts at commercial driveways; \$34,680 to add improvements not included in the bid sheet such as pavement base material; \$7,825 to install a fire hydrant; \$1,650 to modify a gate opening and fence; \$5,000 for additional sidewalk improvements; and \$3,223 to install a dual meter service cabinet.
- b) **Deduction of Improvements:** This includes a credit of \$13,400 to delete two bid items under which existing fencing and lighting improvements would be removed; a credit of \$11,600 to

decrease contract quantities; a credit of \$12,000 to delete a bid item under which a Fire hydrant would be relocated; and a credit of \$2,668 to incorporate a solar powered irrigation controller.

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 May 12, 2020, the City Council awarded a construction Contract No. 2020-30-CC to Hardy and Harper, Inc., in the amount of \$447,000. Construction began on August 24, 2020 and is scheduled for completion in December 2020.

The Project and CCO No. 1 are budgeted as summarized below:

Budget Summary

Project Description	Chakemco St. Imp. Project, 593-ST			Total
	311-790-31-9572			
CIP Account No.	LAUSD	Gas Tax	Water Funds	
Funding Sources	\$1,175,000	\$ 75,000	\$ 400,000	\$ 1,650,000
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
Construction Management Contingency	\$20,000			\$20,000
Project Management/Staff Time	\$45,000			\$45,000
Miscellaneous Costs	\$10,000			\$10,000
Total Costs	\$755,183	\$0	\$0	\$755,183
Chakemco St. Water Main, 606-WTR			\$293,335	\$293,335
Remaining Balance	\$419,817	\$75,000	\$106,665	\$601,482

- ATTACHMENTS:**
- A. Proposed Change Order No. 1
 - B. Contract No. 2020-30-CC
 - C. Location Map

KT:lc

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CHANGE ORDER #: 1 CITY PROJECT #: 593-ST
 PROJECT TITLE: Chakameco Street Improvement Project PURCHASE ORDER #: 5804
 CONTRACT #: 2020-30-CC CHANGE REQUESTED BY: City of South Gate
 CONTRACTOR: Hardy & Harper, Inc. DATE OF REPORT: 10/5/2020
 Acct. No. 311-790-31-9572

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This Change Order is not effective until approved by the Engineer.

	Cost	Calendar Days
Original Contract Amount	\$ 447,000.00	0
Previous Change Order Amount	\$ -	0
Contract Change Order Amount CCO No. 1	\$ 31,469.58	0
Total Increase to contract (all change orders) to date	\$ 31,469.58	0
Revised Total Contract Amount	\$ 478,469.58	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date	7.04%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change to Bid Item Quantities									
Item #	Detailed description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
4	Increase Qty for Bid Item No 4: Remove Concrete Sidewalk gutter, driveway and curb ramps	1840	0	2840	1000	SF	\$ 5.00	\$ 5,000.00	0
6	Aggregate Base (CAB)	40	0	244	204	CY	\$ 170.00	\$ 34,680.00	0
7	Asphalt Concrete Pavement (AC)	520	0	404	-116	TON	\$ 100.00	\$ (11,600.00)	0
15	Increase Qty for Bid Item No 15 Construct Commercial Driveway Type B	750	0	1250	500	SF	\$ 14.00	\$ 7,000.00	0
16	Increase Qty for Bid Item No 16: Construct Commercial Driveway Type C	840	0	1680	840	SF	\$ 14.00	\$ 11,760.00	0
22	Increase Qty for Bid Item No 22: Adjust existing water valve to grade	2	0	3	1	EA	\$ 825.00	\$ 825.00	0
28	Delete Bid Item No. 28: Removal of wrought iron fence and salvage fence, etc., on Atlantic Ave./Chakameco, N/E corner	160	0	-160	0	L.Ft	\$ 55.00	\$ (8,800.00)	0
29	Delete Bid Item No. 29: Removal foundation and Conduit and Salvage Light Poles, etc., on Atlantic Ave./Chakameco, N/E corner	4	0	-4	0	EA	\$ 1,150.00	\$ (4,600.00)	0
24	Delete Bid Item No. 24 - Relocate Fire Hydrant	0	0	-1	-1	LS	\$ 12,000.00	\$ (12,000.00)	0
S-1	Fire hydrant installation	0	0	1	1	LS	\$ 5,500.00	\$ 5,500.00	0
S-2	Break-away fire hydrant shut-off valve	0	0	1	1	LS	\$ 1,500.00	\$ 1,500.00	0
S-3	Double meter SCE service cabinet at the S/E corner of Atlantic Ave./Chakameco St.	0	0	1	1	LS	\$ 3,223.00	\$ 3,223.00	0
S-4	Modify wrought iron gate and fence for the installation of 5th driveway of north side of Chakameco	0	0	1	1	LS	\$ 1,650.00	\$ 1,650.00	0
S-5	Replace hard wire irrigation controller with solar power controller	0	0	-1	-1	LS	\$ 2,668.42	\$ (2,668.42)	0
Total Cost:								\$ 31,469.58	0

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$ 31,469.58 0

Approval Recommended by
 Joana Rembia, Construction Manager (ERSC Inc.) _____ Date _____

Approval Recommended by
 Kenneth Tang, Project Manager _____ Date _____

Approval Recommended by
 Emilio Murga, P.E., Interim Deputy City Engineer _____ Date _____

Approved by
 Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works _____ Date _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Accepted by _____ Date _____
 Contractor's Representative
 Title _____

**AGREEMENT FOR THE
CHAKEMCO STREET IMPROVEMENT PROJECT BETWEEN
THE CITY OF SOUTH GATE AND HARDY AND HARPER, INC.**

This Agreement for the Chakemco Street Improvement Project ("Agreement"), is made and entered into on May 12, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Hardy and Harper, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the following project:

**Chakemco Street Improvement Project
(Chakemco Street, from Atlantic Avenue to Legacy Lane)
City Project No. 593-ST**

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 City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Four Hundred Forty-Seven Thousand Dollars (\$447,000)** as 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. City 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 City 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, the 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), 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

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within **Ninety (90) working days** thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement is effective on May 20, 2020.

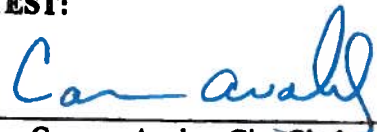
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

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

HARDY AND HARPER, INC.:

By: 
Tanner Hambright, Vice President

Dated: 5/21/20

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: 5/21/20

**CONTRACTOR:
HARDY AND HARPER, INC.**

By: 
Tanner Harbright, Vice President

ATTEST:

By: 
Signature Kristen Paulino

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 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:** \$5,000,000 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:** \$5,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$5,000,000 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 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, 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 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.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in three (3)
original counterparts **Contract No. 2020-30-CC**

Bond No 7663479
Premium \$2 579.00

**CHAKEMCO STREET IMPROVEMENT PROJECT
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)
CITY PROJECT NO. 593-ST**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Hardy and Harper, Inc. ("Contractor" herein) a Contract for:

**CHAKEMCO STREET IMPROVEMENT PROJECT
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)
CITY PROJECT NO. 593-ST; and**

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the City in the penal sum of **Four Hundred Forty-Seven Thousand Dollars (\$447,000)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

Signed, Sealed and Dated May 15th, 2020

CONTRACTOR:
HARDY AND HARPER, INC.

By: 
Tanner Hambright

Title: Vice President

32 Rancho Circle, Lake Forest, CA 92630
(Type address of Contractor)

Fidelity and Deposit Company of Maryland
(Type name of Surety)

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017
(Type address of Surety)

By: 
(Signature of authorized officer) Dwight Reilly

Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

ACKNOWLEDGMENT

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 Orange)

On 5/15/2020 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



Bond No 7663479

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSIROM, Frank MORONFS, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California, LACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8 of the By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January A D 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of January A D 2020 before the subscriber a Notary Public of the State of Maryland duly commissioned and qualified Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn deposed and saith that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

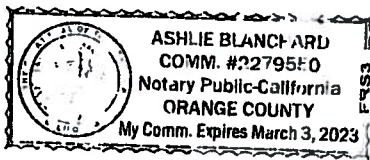
On May 15, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tanner Hambright
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/har/their authorized capacity(ies), and that by his/har/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 Ashlie Blanchard
Signature of Notary Public

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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in three (3) original counterparts **Contract No. 3020-30-CC**

Bond No. 7663479

**CHAKEMCO STREET IMPROVEMENT PROJECT
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)
CITY PROJECT NO. 593-ST**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to **Hardy and Harper, Inc.**, ("Contractor" herein) a Contract for the work described as follows:

**CHAKEMCO STREET IMPROVEMENT PROJECT
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)
CITY PROJECT NO. 593-ST**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Four Hundred Forty-Seven Thousand Dollars (\$447,000)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

*Fidelity and Deposit Company of Maryland

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on May 15th, 2020.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:
HARDY AND HARPER, INC.

By: 
Tanner Harbright, Vice President

32 Rancho Circle, Lake Forest, CA 92630
(Type address of Contractor)

Fidelity and Deposit Company of Maryland
(Type name of Surety)

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017
(Type address of Surety)

By: 
(Signature of authorized officer) Dwight Reilly

Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

ACKNOWLEDGMENT

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.

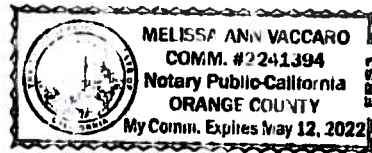
State of California
County of Orange)

On 5/15/2020 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

Bond No 7663479

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D Murray Vice President in pursuance of authority granted by Article V Section 8 of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D STONG and R. NAPPI, all of Orange, California, EACH its true and lawful agent and Attorney-in-Fact, to make execute, seal and deliver for and on its behalf as surety and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V Section 8, of the By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 15th day of January A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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 Orange)

On May 15, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tanner Hambricht
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 Ashlie Blanchard
Signature of Notary Public

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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	CONTACT NAME: Soham Naik PHONE (A/C No. Ext): 949-527-9818 FAX (A/C No.): 949-758-2713 E-MAIL: Soham.Naik@alliant.com ADDRESS: Soham.Naik@alliant.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Executive Risk Indemnity Inc</td> <td>35181</td> </tr> <tr> <td>INSURER B: Allied World Assurance Co</td> <td>19489</td> </tr> <tr> <td>INSURER C: AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER D: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E: Great American Insurance Group</td> <td>16691</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Executive Risk Indemnity Inc	35181	INSURER B: Allied World Assurance Co	19489	INSURER C: AGCS Marine Insurance Company	22837	INSURER D: Federal Insurance Company	20281	INSURER E: Great American Insurance Group	16691	INSURER F:
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INSURED Hardy & Harper, Inc. Maas Equipment, LLC 32 Rancho Circle Lake Forest CA 92630															

COVERAGES **CERTIFICATE NUMBER: 310300847** **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.


INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	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	54309997	7/15/2019	7/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	54310018	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	0311-8679	12/31/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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/A	54310019	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E C	Pollution Liability Rented/Leased Equip Owned Equipment			PCM E502853 00 MX193020423	12/31/2019 12/31/2019	10/1/2020 10/1/2020	\$2,000,000 exp. \$300,000 \$8,024,058 \$1,000,000 occ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Name - Chakemco Street Improvement Project

City of South Gate, its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees are named as additional insureds per the attached endorsements. Thirty day notice of cancellation applies except for ten day non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

City of South Gate 8850 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.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule ~~Thirty~~ **Thirty (30)** days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule ~~Ten~~ **Ten (10)** days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
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.

Policy # 54309997

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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
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.

POLICY NUMBER: 54309997

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT.

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the Insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V -- DEFINITIONS

- 1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
 - b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
- 3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - 4. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
 - b. Sickness; or
 - c. Disease;
- sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:**
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: 54310018

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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: Hardy & Harper, Inc.

Endorsement Effective Date: 10/01/2019

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 following is added to Item 5. – “Other Insurance” of Item B. – “General Conditions” under Section IV – “Business Auto Conditions”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

POLICY NUMBER: 54310018

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: Hardy & Harper, Inc.

Endorsement Effective Date: 10/01/2019

SCHEDULE

**Name Of Person(s) Or Organization(s):
As 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is an "insured" under any other automobile policy;
- (b) That has exhausted its Limit of Insurance under any other policy; or
- (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

POLICY NUMBER: 54310018

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

- 4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
- 7. EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Form: 16-02-0292 (Rev. 11-16)

Page 2 of 3

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POLICY NUMBER: 54310018

Under Paragraph D. - DEDUCTIBLE -- of SECTION III -- PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE -- of SECTION III -- PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS OF SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US OF SECTION IV -- BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. -- CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV -- BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE OF SECTION IV -- BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO -- COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV -- BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V -- DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

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 to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **10/01/2019** at **12:01 A. M.** standard time, forms a part of
(DATE)
Policy No. **54310019** of the **FEDERAL INSURANCE COMPANY**
(NAME OF INSURANCE COMPANY)

issued to **Hardy & Harper, Inc.**

Endorsement No.



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. The additional premium for the blanket waiver offered by this endorsement shall be **0.00** % of total California premium.

Schedule

Person or Organization

Job Description

**WHERE REQUIRED BY WRITTEN
CONTRACT.**

**WHERE REQUIRED BY WRITTEN
CONTRACT.**

**Chakemco Street Improvement Project
Chakemco Street, from Atlantic Avenue to Legacy Lane
City Project No. 593-ST**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

Michael Murray being first duly sworn, deposes and says that he is
Vice President of (sole owner, a partner, president, etc.)
Hardy & Harper, Inc. 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 

Michael Murray - Vice President
Title

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, before me, _____, Notary Public, 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 paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

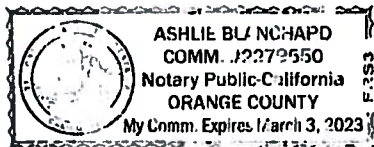
On June 17, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Murray
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 Ashlie Blanchard
Signature of Notary Public

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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

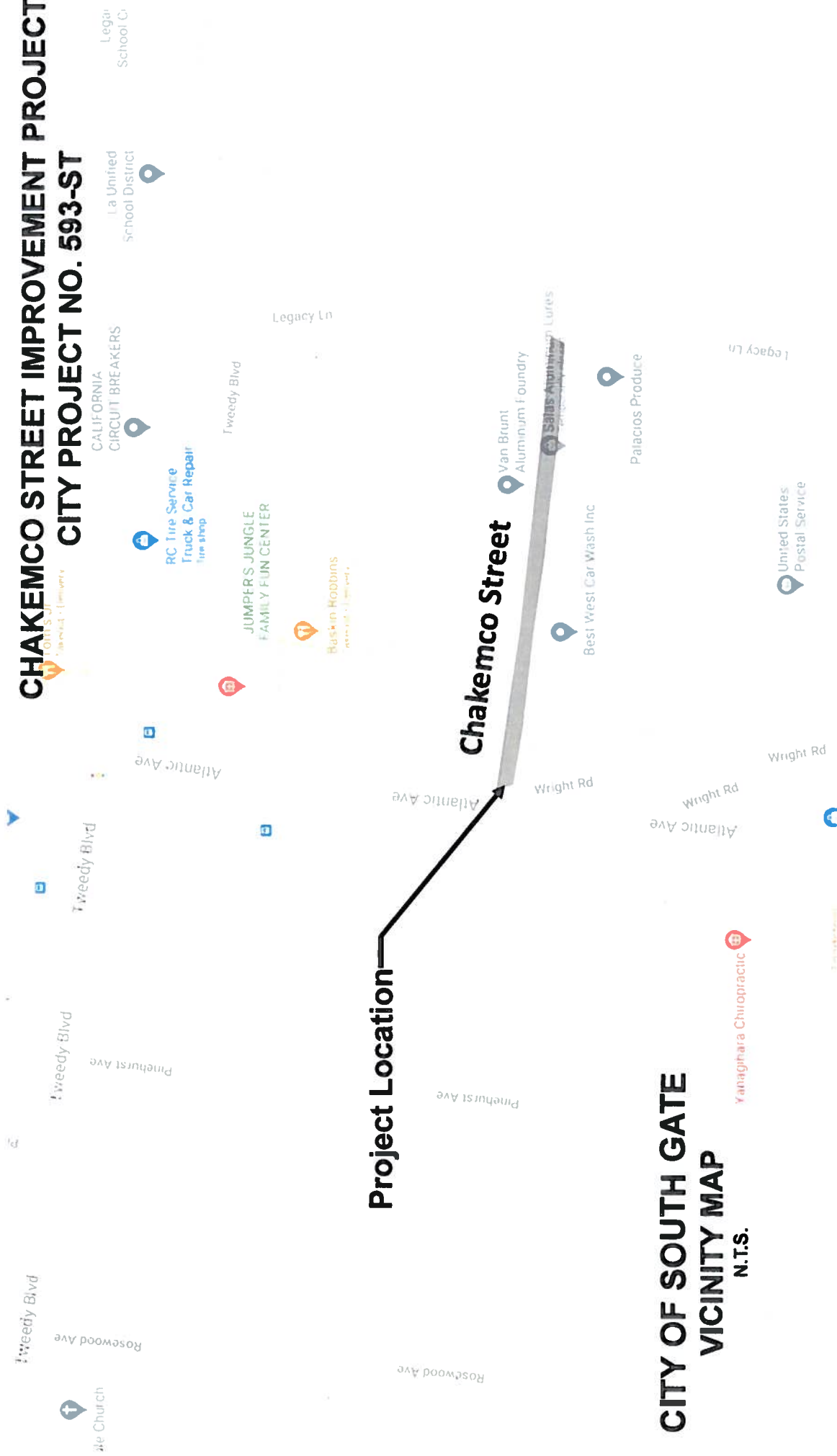
Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CHAKEMCO STREET IMPROVEMENT PROJECT
CITY PROJECT NO. 593-ST



Project Location

Chakemco Street

CITY OF SOUTH GATE
VICINITY MAP
N.T.S.

RECEIVED

Item No. 10

OCT 21 2020

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

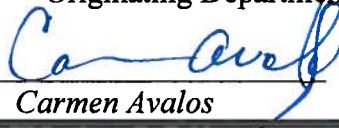
7:15am

AGENDA BILL

For the Regular Meeting of: October 27, 2020

Originating Department: Office of the City Clerk

Department Director:


Carmen Avalos

City Manager:


Michael Flad

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION: Approve the Regular Meeting and Special Meeting minutes of October 13, 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
TUESDAY, OCTOBER 13, 2020**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 4:07 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 4:11 p.m. and reconvened at 5:39 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 5:40 p.m. by motion of Councilmember Hurtado and seconded by Councilmember Avalos.

PASSED and APPROVED this 27th day of October 2020.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 13, 2020**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:42 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 5:44 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. City of South Gate v. Albert Robles
 - b. South Gate Investment Group v. City of South Gate
 - c. City of South Gate v. County of Los Angeles
 - d. Aaliyah Bryant v. City of South Gate
 - e. Jannie Suarez v. Los Angeles County, et al.

On Item 1a, the City Council received a report from the City Manager and City Attorney. Guidance from the City Council was provided in connection with an upcoming settlement hearing, but no reportable action was taken.

On Item 1b, the City Council received a report from the City Attorney concerning a suit filed recently by South Gate Investment Group against the City, involving a boundary dispute. On a motion by Vice Mayor Rios, and seconded by Mayor Davila, and on a vote of 5-0, the City Council authorized the City Attorney to defend the action.

Item 1c, was pulled from discussion by the City Attorney and was not discussed in Closed Session.

On Item 1d, the City Council received a report from the City Attorney concerning a claim filed recently by Aaliyah Bryant against the City, involving a slip and fall incident over a utility meter cover. On a motion

SPECIAL CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

by Vice Mayor Rios, and seconded by Councilmember Avalos, and on a vote of 5-0, the City Council moved to deny the claim.

On Item 1e, the City Council received a report from the City Attorney concerning a suit filed recently by Jannie Suarez against the City, LAUSD, and the County of Los Angeles involving an incident involving the jurisdiction of LAUSD. The City was informed that Ms. Suarez was in the process of dismissing the entire lawsuit. On a motion by Councilmember Hurtado, seconded by Mayor Davila, and on a vote of 5-0, the City Council moved to authorize the City Attorney to defend the action as may be necessary.

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

Item 2 was not discussed in Closed Session.

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 6:39 p.m. by motion of Councilmember Hurtado and seconded by Councilmember Avalos.

PASSED and **APPROVED** this 27th day of October 2020.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 13, 2020**

- CALL TO ORDER** Maria Davila, Mayor called a Regular City Council meeting to order at 6:40 p.m.
- INVOCATION:** Reverend Sean Pica, Redeemer Lutheran Church
- PLEDGE OF ALLEGIANCE:** Joe Perez, former Director of Community Development
- 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 a Proclamation to Joe Perez in recognition for his four years of dedicated service to the City and to wish him well in his future endeavors.
2.
PROCLAMATIONS The City Council issued a Proclamation declaring the month of October 2020, as National Domestic Violence Awareness Month in the City of South Gate.
3.
PROCLAMATIONS The City Council issued a Proclamation declaring the month of October 2020, as National Crime Prevention Month in the City of South Gate.
4.
CERTIFICATES The City Council presented Certificates of Appreciation to 19 students in recognition of being selected as the 2020 Commission for South Gate Youth scholarship recipients.
5.
SOLID WASTE MGMT The City Council unanimously selected Mayor Davila and Council Member Diaz to serve on the Waste Management Subcommittee by motion of Vice Mayor Rios and seconded by Council Member Hurtado.
- ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

**6.
LEGACY APTS.**

The City Council conducted a Public Hearing and discussed Item 6. The City Council did not approve A, B, and C by motion of Council Member Avalos and seconded by Vice Mayor Rios.

ROLL CALL: Mayor Davila, no; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, no; Council Member Avalos, yes.

- a. Accepting the determination that the Legacy Apartments is exempt under California Environmental Quality Act (CEQA) Article 19 (Categorical Exemptions) 14 CCR § 15332, In-Fill Development Projects, Class 32;
- b. Adopting Resolution No. approving three (3) affordable housing waivers, as permitted by South Gate Municipal Code Section 11.31.050 (Incentives), for the Legacy Apartments to be located at 10130 Adella Avenue in South Gate (APN: 6221-026-020), to include twelve (12) affordable units to low income households for no less than 55 years; and
- c. Adopting Resolution No. approving the Affordable Housing Agreement (Contract No.) with 10130 Adella LLC for the Legacy Apartments to be located at 10130 Adella Avenue in South Gate.

Dianne Guevara, Interim Director of Community Development provided a power point presentation.

Dave Mossman, representative for the developer, gave a brief presentation on this project.

Vice Mayor Rios asked how a \$90,000 amount is determined low-income.

Ms. Guevara responded that the City follows HUD guidelines and the \$90,000 is designated the medium income for families in Los Angeles County.

Vice Mayor Rios asked what the rent is going to be for the low income units.

Mr. Mossman responded that the time frame of construction will be approximately three years from now. The one bedroom units will be approximately \$1,469 and the two bedroom units will be approximately \$1,777.

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

6.

LEGACY APTS. CONT'D

Robert Montalvo, 9815 Virginia Avenue, is concerned with the contaminated soil and the cost of the units.

Liz Ruiz, is concerned about the contaminated soil on the property and the environmental effects of the future residents of the apartments.

Cyndi Bendezu Palomino, supports inclusionary housing and has concerns with the contaminated soil.

Alex Campbell, Los Angeles Unified School District, stated that the District is concerned with potential negative environmental impacts of the project due to the close proximity of the International Learning Center and Legacy High School. The District would like to be sure that proper precautions are taken for the health of the students during the time of construction.

Amanda Tapia, is concerned about the lack of availability of low income housing for this project and also as concerns about the soil contamination. She would like to see the City have a better policy regarding housing regulations.

Jim Torres, 11106 Oklahoma Avenue, is concerned with the multi-story building and the impact of putting so many people in a small area.

Lupe Perez, Almira Road, is concerned with soil contamination and does not think that this project would benefit the community.

Veronica Hernandez, is concerned with the high cost of the rent and does not think that this project will benefit the residents of South Gate. She would like the City Council Members to do a better job providing the residents of South Gate all the information needed and put people over profits.

Art Alvarez, is concerned with the dust and contamination. Mr. Alvarez participated in the Planning Commission meeting when this item came up and his concerns over traffic was never addressed.

Diana Morales, representative for Assembly Member Anthony Rendon, stated that Assembly Member Rendon recognizes the City's efforts to increase the number of affordable housing but would like to see the number of units for affordable housing increase for this project.

Julie is concerned with the soil contamination and rental prices. She states that South Gate is a victim of Environmental Racism and that the City Council should consider people over profit.

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

6.

LEGACY APTS. CONT'D

A resident called in to support inclusionary housing and stated that the rent for these units is not feasible. 15% low income units is not enough for this project.

Marianna Cid is concerned with soil contamination and stated that the City needs to do a better job in taking care of the residents.

Seeing no one come forward, Mayor Davila closed the public hearing.

Council Member Avalos asked if an environmental evaluation was conducted and next steps for the land cleanup. Secondly, she inquired if the community involved in the development of the project? In particular, those that will be heavily impacted by the new development.

Ms. Guevara explained that with any new development in the City, staff ensures a review of all environmental findings. The residents in the area are notified of all Public Meetings regarding the project. The developer has been working with environmental consultants to analyze the site. Phase One and Phase Two environmental analysis have been completed. They have developed a corrective measure study and remediation plan. The developers are taking all the necessary steps to move forward. The City has also been working with their environmental consultant Mark Blodgett on this item.

Mr. Blodgett responded that the developer is handling the remediation of the property and per his studies traffic, noise and air quality are all low impact in this area.

Vice Mayor Rios has concerns with traffic and parking in the area.

Mr. Flad explained that this item is not going back to the Planning Commission. In regards to traffic and parking this project meets code. This developer meets the requirements set forth by the City's General Plan. By right this developer can build this project and require no discretionary action of the Council. The developer has purchased this property and the property has a set of rules attached to the property which the developer has met. The affordability of the units is a matter for this public hearing and if the Council feels that the affordability that is put forth by the developer in both the number of units and level of income that is meant to qualify which is reasons for recommending not moving forward with the requested exemptions.

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

6.

LEGACY APTS. CONT'D

Mr. Flad clarified that even if the Council say no the development might not stop. What stops is the twelve units of affordability and the requested waivers. Based on the developer this development can move forward changing their decision from 12 affordable units to zero affordable units and the complex will still include 78 units. This is not a government project this is a private development.

Vice Mayor Rios stated that he still has concerns and is not ready to support this project even though it does meet the code requirements.

Council Member Hurtado stated that in 2009 our City adopted a General Plan that sets the guidelines for developers follow. Many things have changed since then and we might want to look at what it would take to update the General Plan. If you take into consideration that the state is forcing Cities to have more affordable housing and HUD sets the amounts of what qualifies for low income, we find ourselves stuck with a project that the developer can do with or without our consent.

Council Member Diaz stated that she has concern regarding the environmental cleanup and traffic in the area. Moving forward she agrees that the City might need to look at ways to update the General Plan.

Mayor Davila asked about dust control during the project.

City Attorney Salinas stated that all new developments receive standard conditions of approval as part of the City permit process and this is covered in that process.

PUBLIC COMMENT

Virginia Johnson, 5751 McKinley Avenue, stated that she hopes that City Council was able to meet with the representatives of Helpline Inc. to clarify the differences of services from the other organizations. Ms. Johnson also questioned the graffiti ordinance and if the City is covering the costs to remove graffiti from homes and businesses why are not more residents aware of this service. She has been reviewing the water quality report for South Gate and said that she found it met the state guidelines. Lastly, she thanked Council Member Hurtado and Dave Torres for driving through Area 5 to make note of the needs of this area of the City.

Amanda Tapia spoke on the press release issued by South Gate Police on distracted driving and is against the special enforcement.

Liz Ruiz, Nebraska Avenue, supports bringing green bins for waste to the City. She also spoke on the environmental issues facing the City and the water quality.

Ms. Sanchez is in support of bringing more affordable housing to the City.

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

PUBLIC COMMENT CONT'D

Robert Montalvo, spoke on the recent posts on social media about the Mayor and political endorsements by the Council Members. He thanked the City Manager for his work in South Gate. He also hopes that the City Manager will reconsider his decision to leave and at least stay until the end of the year.

Steven is against the Police Departments distracted driving enforcement and said it is a clear example of over-policing.

Yvette Perez, Cyndi Bendezu, Veronica Hernandez and Alberto Avalos requested that the City Council denounce the Police Departments distracted driving enforcement program.

Adolfo Varas is excited that even in the time of a pandemic we can welcome a new business to the City of South Gate. Mr. Varas attended the opening of Temple Beauty Supply and Mini Mart on Saturday. He will also be working on the upcoming grand opening of Compator as they get ready to open their new facility on Tweedy Boulevard.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Randy Davis, Chief of Police stated that the Police Department did release a post from the California Office of Traffic Safety. The only violation that South Gate Police Department will be enforcing is hands free cell phone use which is a California State law. There is no other ordinance by the City of South Gate. The other items listed on the press release are simply tips included by the California Office of Traffic Safety.

Steve Costley, Interim Parks and Recreation informed everyone that on October 24th Anthony Rendon's office will be giving away 1,000 pumpkins at Hollydale Regional Park starting at 9:00 a.m.

Art Cervantes, Director of Public Works announced the start of the Garfield Avenue, Imperial Highway and Firestone Boulevard construction projects on October 19th. He invited the residents that have concerns about the City's water quality to contact him with any questions.

Dianne Guevara, Interim Director of Community Development stated that the City has a 68.5% reporting rate for the Census. On October 22nd there will be a virtual meeting for CDBG funding for next Fiscal Year.

Mike Flad, City Manager reported that the City of South Gate has a cumulative total of 4,792 and our total number of deaths is 72. Mr. Flad thanked the Council for taking the time to recognize the efforts of Joe Perez and their support of staff.

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Council Member Avalos attended the virtual expo from the League of California Cities. She is looking forward to working with the League to find ways to benefit the City.

Council Member Diaz also attended the virtual League of California Cities and the Vector Control Meeting. She also sits on the Latino Caucus for League of Cities which had an online celebration of their 30th anniversary.

Council Member Hurtado attended the Independent Cities Meeting and they discussed preparing for the upcoming budget. He thanked Dave Torres for going on the ride along throughout various areas of the City. Council Member Hurtado stated that he agreed with the speakers tonight about inclusionary housing and that Los Angeles County just passed the 20% inclusionary housing mark that they will be using for the unincorporated area. He also congratulated the South Gate Kiwanis Service Club that started having meetings this month.

Greg Martinez, City Treasurer stated that at the Budget Subcommittee meeting there was a lot of discussion about the homeless. He has been working at a Project Room Key with a service provider and he has noticed an increase in the homeless problem within the City. He would like to see some type of forum between the City and service providers to get more information on programs to assist with this issue.

Carmen Avalos, City Clerk reminded everyone to fill out the ballot. There are a number of ways to return the ballot whether you choose a ballot drop-off box, mail in, or take your ballot to a vote center.

Vice Mayor Rios, agrees with City Treasurer Martinez and wants to have a conversation about homeless issues. He reminded everyone to fill out the Census form and make a difference for South Gate. East Los Angeles College at the South Gate Campus will be having a laptop giveaway for students that need assistance. The college will also be working with HUB Cities to look for ways to help students get jobs and improve skills. Lastly, Vice Mayor Rios stated that the SELA Collaborative will be having a partners meeting tomorrow to gather input from community leaders.

Council Member Avalos asked if the City has a list of community members that have not filled out their Census form.

Ms. Guevara responded that because the data is confidential with the Census Bureau that information is not available. The City is able to get areas of the City that have had a low turn in rate and those areas are what staff has been focusing their efforts on.

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Mayor Davila visited the Little Library on Aldrich Road which is run by two high school students. People can come and take a book to read and replace it with one they have already read. She also attended the grand opening of the Temple of Beauty and National Night Out.

CONSENT CALENDAR

Agenda Items 7, 8, and 11 were approved by motion of Vice Mayor Rios and seconded by Mayor Davila. Items 9 and 10 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.

7. EMERGENCY PLANNING

The City Council unanimously adopted Resolution No. 2020-36-CC entitled – A Resolution of the City Council of the City of South Gate, California, extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 pandemic during Consent Calendar.

8. PERSONNEL

The City Council unanimously approved A and B during Consent Calendar.

- a. Adopted Resolution No. 2020-37-CC entitled – A Resolution of the City Council of the City of South Gate, California, appointing Paul L. Adams as Interim Director of Community Development and approving Employment Agreement effective October 19, 2020; and
- b. Authorized the Mayor to execute the Employment Agreement (Contract No. 2020-99-CC) in a form acceptable to the City Attorney.

9. SPECIAL EVENTS

The City Council unanimously approved A and B by motion of Council Member Avalos and seconded by Mayor Davila.

- a. Approved Amendment No. 1 to Contract No. 3153 with Fiesta de Carnival extending the Concession Agreement for the Production of Special Event Carnivals through December 31, 2021; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 13, 2020

9.
SPECIAL EVENTS
CONT'D

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

10.
CIS

The City Council unanimously authorized the issuance of a Purchase Order to MGT Consulting, in the amount of \$102,736.15, for four (4) firewalls, firewall installation services and one (1) year of maintenance by motion of Vice Mayor Rios and seconded by Council Member Avalos.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

11.
MINUTES

The City Council unanimously approved A and B during Consent Calendar.

- a. Approved the Regular and Special City Council Meeting minutes of September 8, 2020; and
- b. Approved the Regular and Special City Council Meeting minutes of September 22, 2020.

12.
CIS

The City Council continued to the next meeting.

- 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 13, 2020

**13.
WARRANTS**

The City unanimously approved A and B by motion of Council Auditor Avalos and seconded by Mayor Davila.

- a. Approved Check No. 90041 from September 22, 2020.
- b. Approved the Warrant register for October 12, 2020.

Total of Checks:	\$4,145,426.73
Voids:	(\$ 30,817.03)
Total Payroll Deductions (FY 2020/21)	<u>(\$ 661,488.37)</u>
Grand Total:	\$3,453,121.33

Cancellations: 85531, 88892, 89582, 89664, 89840, 90086, 90129, 90159

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

ADJOURNMENT

Mayor Davila adjourned the meeting at 10:55 p.m. and seconded by Council Member Avalos.

PASSED and **APPROVED** this 27th day of October 2020.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

RECEIVED

City of South Gate

Item No. 11

OCT 20 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:05pm


AGENDA BILL

For the Regular Meeting of: October 27, 2020
Originating Department: Community Development

Interim Director:


Paul Adams

City Manager:


Michael Flad

SUBJECT: SUMMARY REPORT OF THE FREE PUBLIC WIRELESS (WI-FI) NETWORK ACCESS IN THE TWEEDY MILE DISTRICT AND SOUTH GATE PARK

PURPOSE: To receive and file a summary report of the free public wireless network access in the Tweedy Mile District and South Gate Park, and provide direction to staff. This item was continued from the October 13, 2020, City Council meeting.

RECOMMENDED ACTIONS: The City Council will consider:

- 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.

9/21/20

FISCAL IMPACT: The estimate is \$125,000 per site (Tweedy Mile District and South Gate park), or \$250,000 in total. Funds, in the amount of \$100,000, were included in the Fiscal Year 2020/21 Municipal Budget for this item in the Urban Development Action Grant (UDAG) Fund in Account Number 262-603-41-6101 (UDAG -Professional Services). Based upon the option the City Council chooses, additional funds will likely need to be appropriated from the unallocated balance of the UDAG Fund which is approximately \$450,000.

ALIGNMENT WITH COUNCIL GOALS: The proposed actions meet the City Council's goals to continue creating and protecting strong and sustainable neighborhoods by providing free public Wi-Fi to South Gate residents.

ANALYSIS: The primary purpose of the Tweedy Mile/South Gate Park Wi-Fi project is to provide dependable and free internet access to the general public. The project will provide no-fee public access to the internet within the coverage area and will be able to accommodate the needs of the Tweedy Mile businesses, and residents using park facilities. The City intends to have a portal page for system access, which may be used to facilitate the dissemination of City news and information. The project is expected to provide a strong signal to both indoor and outdoor areas of

the entire coverage area. All equipment (access points, antennas, power supplies, etc.) should not negatively impact the appearance of publicly visible areas, and City owned property.

Splice Communications, Inc.

On July 11, 2019, the City approved Contract No. 3543 with Splice Communications, Inc. (Splice) for onsite IT support services. Under this Agreement, Splice was tasked to conduct on-site surveys of South Gate Park and Tweedy Mile District to determine the feasibility of a large scale Wi-Fi project. (Attachment A). The purpose of the surveys were to gather all relevant information needed to develop engineering specifications for the provisions of free public Wi-Fi in the two areas in the City.

A site survey was conducted at South Gate Park on September 22, 2019, for the purposes of improving the City’s wide area network reach (Attachment B). The assessment showed the park having a large number of light poles with power and structures which could facilitate the mounting of backhaul and Wi-Fi equipment. There are also several points of internet available at this location, and nearby locations which could be extended via underground fiber (if present) or by utilizing Microwave Wireless Equipment. Splice recommend Meraki’s series of firewall options to ensure high reliability with granular visibility and history in the network thereby allowing a simplified management approach under one pane of glass. Based on data collected by the site survey, Splice has engineered a new optimum Wi-Fi Design with key placement in areas that will maximize Wi-Fi reach and performance for users. Based on the site assessment, Splice expects the following quantities of equipment required for South Gate Park:

Device Type	Quantity
Firewall	1
Core Switch	1
Switching + Wi-Fi Management Appliance	1
Sectored PTMP Base stations	3
PTMP CPE End Points	20
Remote Switches	20
POE Injectors	18
Access Points	38

A site survey was also conducted in the Tweedy Mile District on the week of September 22, 2019 (Attachment C). The Tweedy Mile District has a large number of light poles with power and mounting locations which could facilitate the mounting of backhaul and Wi-Fi equipment. There are also several points of internet available throughout the Tweedy Mile District, and nearby locations which could be extended via underground fiber (if present) or by utilizing Microwave Wireless Equipment. Based on survey data, Splice engineered a new optimum Wi-Fi Design with key placement in areas that will maximize Wi-Fi reach and performance for users. Based on the design, Splice expects the following quantities of equipment required for the Tweedy Mile District:

Device Type	Quantity
Firewall	2
Core Switch	1
Switching + Wi-Fi Management Appliance	2
Sectored PTMP Base stations	8
PTMP CPE End Points	28
Remote Switches	28

The reports generated from Splice’s assessment provide a clear and concise plan related to the placement of access points, wireless bridges, as well as other key hardware. They also offer recommendations for specific makes/models of hardware. These reports show the goal of coverage, an attainable one and go as far to identify specific mounting points/height. The survey gathered the following data:

- Optimal locations for the placement of equipment to provide Wi-Fi coverage
- Power options for network equipment
- Backhaul
- Existing network connections and equipment
- Existing public or private Wi-Fi networks

The reports do not include how each device would be powered (backhaul radio or AP) but do mention the use of solar stations. Splice determined another more in-depth survey would be needed to identify exact power plans for each device. The cost to perform this additional survey was quoted at \$57,750. It is proposed that this portion of the assessment be rolled over into the Request for Proposals process and to simply let the vendors propose their own solutions in the bidding process.

While no hard number was ever provided by Splice, the recurring estimate continues to be around \$125,000 per site (Park and Tweedy Mile), or \$250,000 in total. Maintenance and continued support of the network have not been discussed. An ownership of the project post-install would need to be established (City internal IT staff, contractor, etc). Another unknown cost is that of providing bandwidth service to the Wi-Fi to be shared out. The internet connection’s cost will vary based on speed and type.

Spectrum- Charter Communications

Through Spectrum Internet, Charter Communications program, Spectrum offers a service in which they provide Wi-Fi coverage for free to certain communities as both a free service and a value add for their own customers. This option would essentially be free to the City outside of powering the devices. Spectrum needs to make sure this market would work for them before proceeding so they would conduct their own site survey assessment before proceeding. This process has been started and has been quoted as one that will take approximately 6 months. Outside of the financial benefit of zero upfront costs, this will also present the City with the least amount of liability as the project will be maintained and monitored by Spectrum themselves. The caveat is that free use/access will be limited to a certain amount of time per day for non-spectrum customers.

Next Steps

The City Council has three options on how to move forward with implementing free public Wi-Fi in these two designated areas in the City:

- The **First Option** would be to move forward with implementing the Wi-Fi project independently, and then issue a Request for Proposals (RFP) from qualified firms interested in providing Wi-Fi implementation services. Once the City selects a firm to implement the project, a future item will be presented to the City Council to consider a budget appropriation. The scope of services for the RFP would include system design; providing all necessary equipment; identifying suitable locations for mounting equipment; installation services for all equipment; providing all necessary software and latest firmware

updates; conducting necessary testing to assure acceptable service in the coverage area; providing and administer manufacturer's warranty; providing any necessary training to City staff; providing options for back haul internet service for the Wi-Fi network; and providing post installation support of the system, as needed.

- The **Second Option** would be to move forward with working with Spectrum/Charter Communications under a Public Private Partnership. In order to move forward with this option, staff must sign the Charter authorization form to allow Spectrum/Charter to begin their own site survey analysis.
- The **Third Option** would be to move forward with both the RFP process and to continue to work with Spectrum/Charter as a paralleled approach.

Staff is still working on analyzing the differences in equipment/broadband between the proposed options to determine if the quality of the project will be the same. Once Spectrum/Charter Communications completes their site assessment, they will then be able to provide a recommendation to the City regarding broadband usage and equipment. A future report will be brought to the City Council for discussion summarizing the outcome of either of these recommended options.

BACKGROUND: The City Council requested staff to research the possibility of providing free Wi-Fi access in the Tweedy Mile District and South Gate Park areas. This project is to provide standard 802.11ac Wi-Fi access for business and consumer class Wi-Fi devices found in notebook computers, tablets, and smartphones. The primary use will be to provide a free "Wi-Fi Hot Zone." While the scope of this project is specific to the specified locations, this project may be used as a measure for future wireless initiatives, which may involve further additional hot zones. It is imperative that the proposed system is scalable and that the proposal includes that expansion path.

Public Wi-Fi zones assist with economic development, including the ability to promote local businesses on a splash or landing page, will attract visitors due to free Wi-Fi and will provide an opportunity for those who might otherwise not be able to have the internet at home (whether this is because there is no option for a fast connection, or whether they simply cannot afford one) to access the internet from a broad area.

Staff is seeking direction from the City Council on next steps in implementing the free Wi-Fi project.

ATTACHMENTS: A. Location Map
B. South Gate Park Site Survey Summary
C. Tweedy Mile Site Survey Summary

Coverage Map

ATTACHMENT A



South Gate Park
Perimeter: 1.47 miles
Area: 0.14 square miles



Tweedy Mile
Perimeter: 2.58 miles
Area: 0.1 square miles

Hunt Av.

ATTACHMENT B

Splice – South Gate / Southgate Park Site Survey Summary



Preface

Confidentiality Statement

The information contained in this document is confidential and proprietary to Splice Communications Inc., (Splice). Splice submits this information with the understanding that **BACO Realty Corporation (BACO)** will hold it in strict confidence. The contents are not to be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Splice's qualifications or participation in the scope of work identified within this document.

Disclaimer

The obligation of the parties to perform the effort identified in this document is subject to the execution of a written agreement between the parties.

Contacts

Any questions concerning this document can be addressed to:

Kyle Jones

T 650 577 2342

kjones@splicetelecom.com

Company Profile

Corporation Name and Address

Splice Communications Inc.
2225 East Bayshore Road, #200
Palo Alto, CA. 94303
<http://www.splicens.com/>

Type of Entity: Private Corporation (C-Corporation)

State of Incorporation: California

Date Founded: 2002

Company Size: 250 direct and contract employees

Primary Industries Served: Splice currently serves a wide range of customers that spreads across several industries and verticals. We have found particular success in the healthcare, retail and manufacturing markets.

Splice has been providing Help Desk, Infrastructure Monitoring and Telecom Carrier Management services for over 16 years. What differentiates Splice from other providers, is the scope and geographic service reach we offer to and for our clients. Most Managed Services providers (MSPs) are geographically regional and limited in terms of their abilities to provide services. While they are limited to specific metro areas of service, Splice has the capability and infrastructure to be able to provide its services to national/global companies with multiple locations. Another key differentiator is our ability to empower the employee end users to initiate Help Desk requests and to receive assistance immediately (2 minutes or less). Other providers or internal IT organizations require a waiting period of hours to days after a request for service is submitted.

Over 85% of all client service requests by our technicians are resolved in the first engagement and usually in less than 18 minutes. Our team of over 250 technicians are staffed to manage high volumes of requests 24 x 7 x 365, which provides relief for the end users and for our clients' IT team, so they can focus on higher priority projects and initiatives. Our Infrastructure and Telecom Carrier Management services empower IT Teams, and office managers to delegate extremely time intensive implementation and resolution tasks to our team with a greater level of efficiency and urgency, resulting in dramatically reduced "down time". Our robust, combined service offering is unique in the market and provides our clients with the peace of mind to delegate a wide level of daily IT tasks to our team.

Our customer retention rate is over 98% with most customers extending an average 24-month contract to an additional 24-36 months.

Splice has been recognized by Inc 500 as one of the Fastest Growing Private Companies in the U.S

SOUTHGATE PARK SITE SURVEY SUMMARY

A site survey was conducted at SouthGate Park on the week of September 22, 2019 for the purposes of improving the City of SouthGate's wide area network reach. The Park has a large number of light poles with power and structures which could facilitate the mounting of backhaul and WIFI equipment. There are also several points of internet available at this location, and nearby locations which could be extended via underground fiber (if present) or by utilizing Microwave Wireless Equipment. We recommend Meraki's series of firewall options to ensure high reliability with granular visibility and history in the network thereby allowing a simplified management approach under one pane of glass.

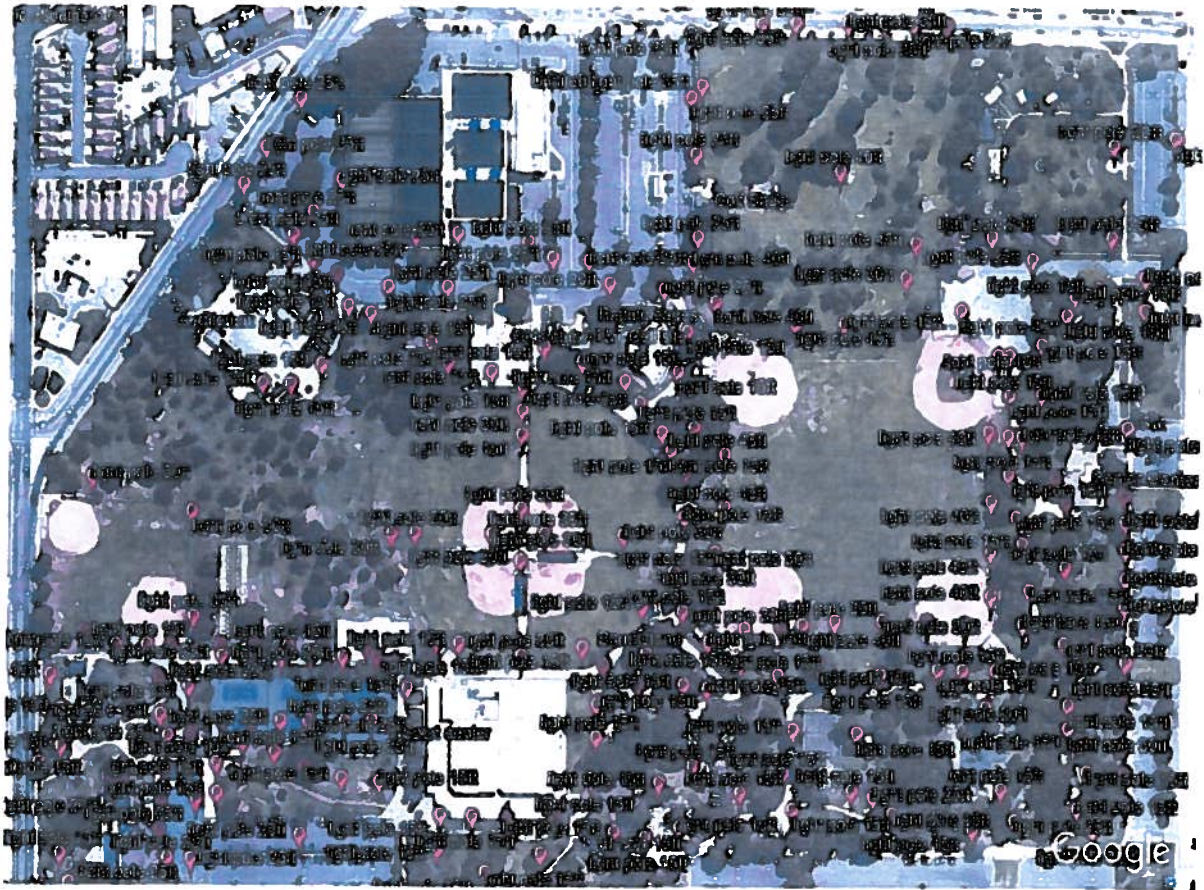
Backhaul to each light pole/ mounting location can be accomplished via a Microwave Point to MultiPoint System and also utilizing the Ruckus Wireless Mesh in certain instances. For the Point to MultiPoint System we highly recommend avoiding unlicensed WIFI bands to prevent interference. We recommend Siklu's MultiHaul Series of Backhaul Equipment as it utilizes the 60GHz band to deliver reliable high secure bandwidth to the endpoints. A lower cost alternative that may also be a good fit is IgniteNet's MetroLinq product as it also utilizes the 60GHz band for backhaul delivery.

Due to the park's high attenuation from trees and other obstructions we highly recommend Ruckus Wireless series of products as the beamforming nature of the carrier grade antennas and radios allow the reach of the WIFI to extend beyond traditional approaches. Management of the switching equipment and WIFI equipment can all be done under the Ruckus SmartZone Management Appliance. Distribution of the WIFI can be managed by the SmartZone Management Appliance, or for advertising and monetization Purple WIFI can be Added accordingly. Through this system the end users would enjoy a seamless WIFI experience throughout the in-scope areas.

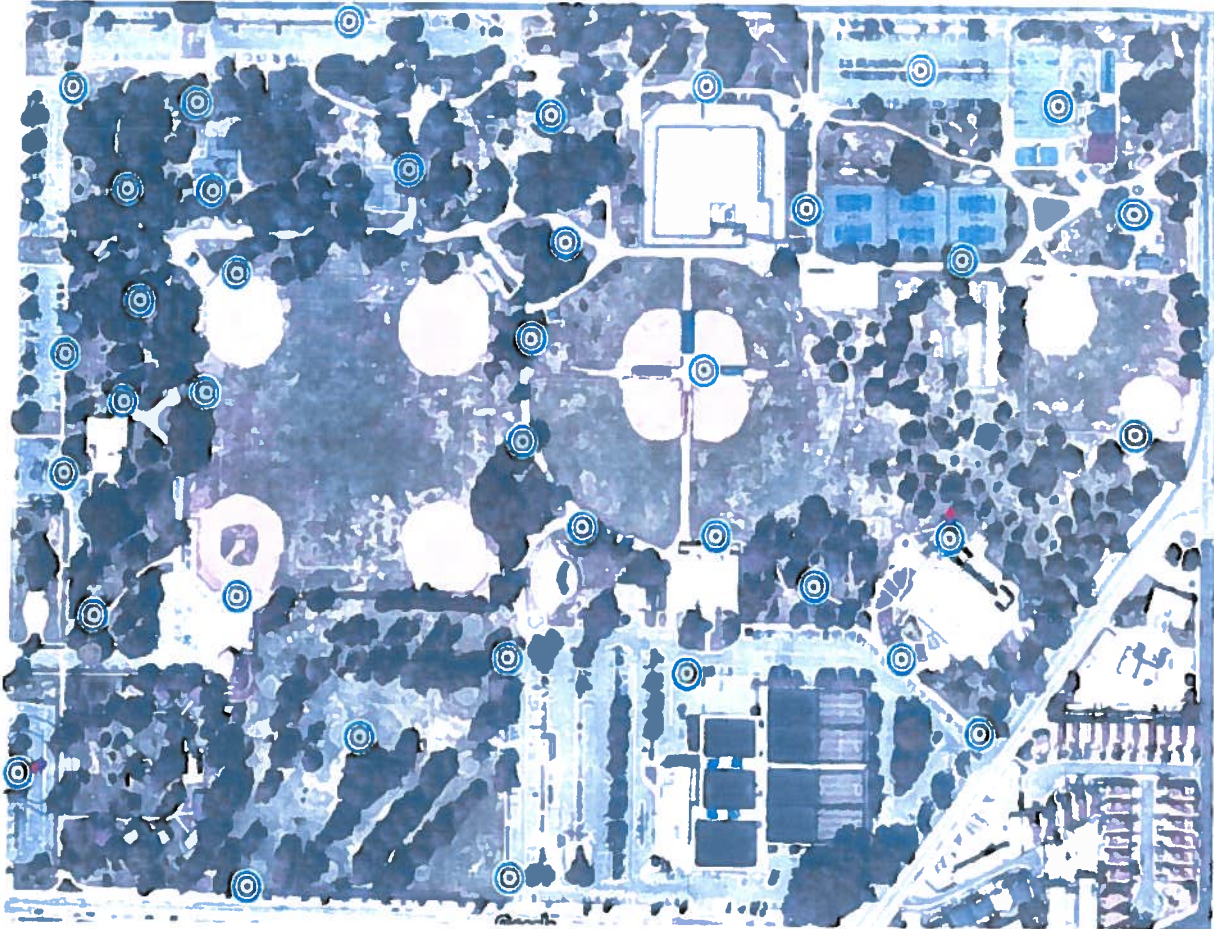
Based on our Google KMZ Survey Data we have engineered a new optimum WIFI Design with key placement in areas that will maximize WIFI reach and performance for your end users. Based on the design we preliminarily expect the following quantities of equipment required for SouthGate Park:

Device Type	Quantity
FIREWALL	1
CORE SWITCH	1
SWITCHING + WIFI MANAGEMENT APPLIANCE	1
SECTORIZED PTMP BASESTATIONS	3
PTMP CPE END POINTS	20
REMOTE SWITCHES	20
POE INJECTORS	18
ACCESS POINTS	38

Mounting Location Options Google KMZ Data (HD Resolution and KMZ Data are available upon request)



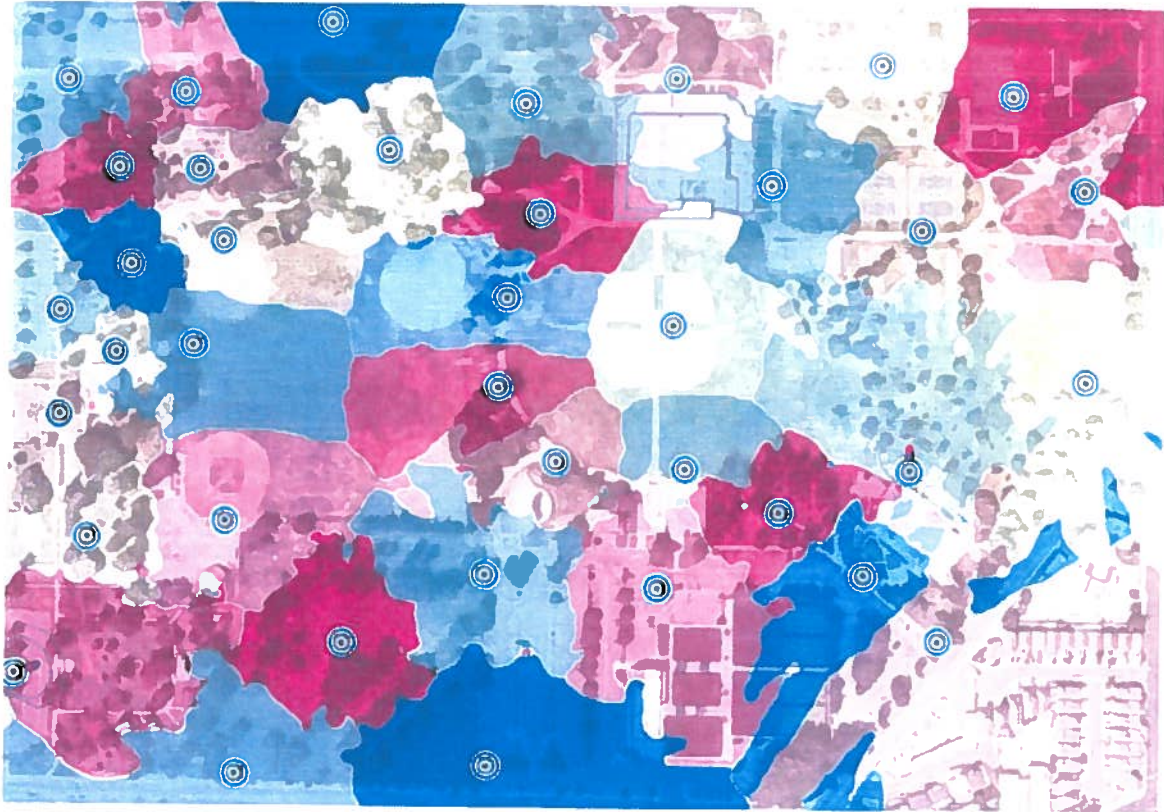
EKAHAU WIFI DESIGN utilizing Ruckus Wireless T310 Series Access Points



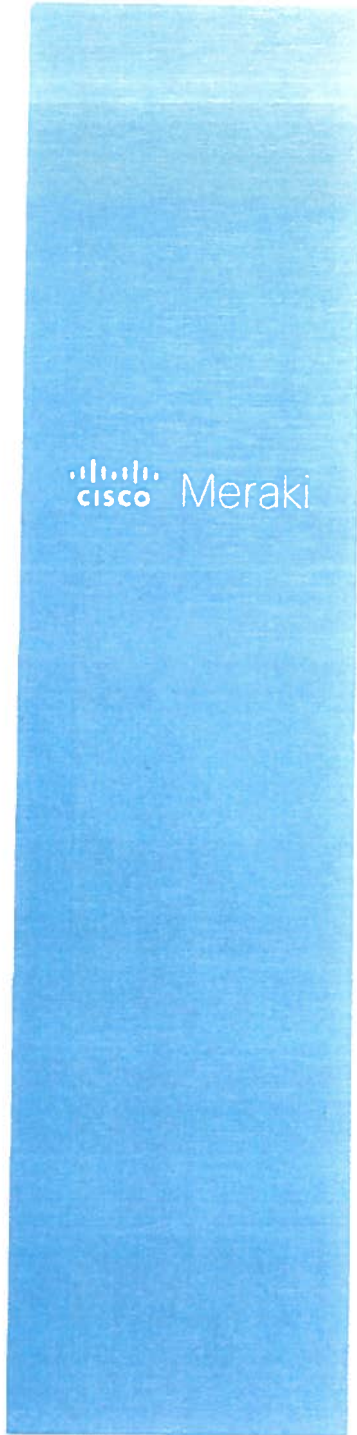
5GHz RF RSSI PREDICTION



ACCESS POINT ZONE CONFIGURATION BASED ON MOUNTING LOCATIONS



FIREWALL OPTIONS



MX Series Guide

SEPTEMBER 2016



Cisco Meraki MX Security Appliances are Unified Threat Management (UTM) products. UTM products offer multiple security features in a simple-to-deploy, consolidated form factor. Given the number of security features that can be deployed in any given MX, device performance will vary depending on the use case. Choosing the right MX depends on the use case and the deployment characteristics.

This technical guide is designed to help answer the following questions:

- How do I decide which MX model I need?
- Which features should I turn on?
- How do MX models compare against the competition?

Choosing the right hardware

Cisco Meraki MX products come in 8 product families. The chart below outlines MX hardware properties available under each family.

	MX44	MX64	MX77	MX84	MX97	MX107	MX127
Dual WAN Links							
3G / 4G Failover							
Built-in LTE Modem Model Available							
Built-in Wireless Available							
Built-in PoE+ Model Available							
Hard Drive					1TB	1TB	128GB SSD, 28GB SSD
Fiber Connectivity					SFP	SFP	SFP, SFP+
Dual Power Supply							
Form Factor	Desktop	Desktop	Desktop	Desktop	RU	RU	RU



Industry standard benchmarks are designed to help you compare MX security appliances to firewalls from other vendors. These tests assume perfect network conditions with ideal traffic patterns. When measuring maximum throughput for a certain feature, all other features are disabled. Actual results in production networks will vary.

	MX5508-K9	MX5509-K9	MX5512-K9	MX5515-K9	MX5520-K9	MX5524-K9
Max throughput with all security features enabled	200 Mbps	300 Mbps	320 Mbps	650 Mbps	2 Gbps	4 Gbps
Max Stateful (L3) firewall throughput in passthrough mode	250 Mbps	450 Mbps	500 Mbps	750 Mbps	4 Gbps	6 Gbps
Max Stateful (L3) firewall throughput in NAT mode	200 Mbps	450 Mbps	500 Mbps	750 Mbps	4 Gbps	6 Gbps
Max VPN throughput	100 Mbps	200 Mbps	250 Mbps	500 Mbps	1 Gbps	2 Gbps
Max concurrent VPN tunnels¹ (site-to-site or client VPN)	50	50	100	250	1000	5000
Recommended maximum concurrent VPN tunnels² (site-to-site or client VPN)	50	50	100	250	1000	1500
Max AMP throughput	250 Mbps	300 Mbps	500 Mbps	750 Mbps	2 Gbps	4 Gbps
Max IDS throughput	200 Mbps	300 Mbps	320 Mbps	650 Mbps	2 Gbps	4 Gbps

The 50-WAN limit for the MX includes 10 active VPN tunnels. Stateful VPN tunnels between physical interfaces are available through the MX5508-K9, MX5509-K9, MX5512-K9, MX5515-K9, and MX5520-K9. The MX5524-K9 does not support stateful VPN tunnels. WAN bandwidth is shared between all WAN ports. A connection pool of two ports is used with the first connection. Subsequent connections are multiplexed onto the same pool. The MX5508-K9, MX5509-K9, MX5512-K9, MX5515-K9, and MX5520-K9 support up to 1000 concurrent VPN tunnels. The MX5524-K9 supports up to 5000 concurrent VPN tunnels.

¹ The maximum concurrent VPN tunnels is based on the number of concurrent VPN tunnels supported by the MX5508-K9, MX5509-K9, MX5512-K9, MX5515-K9, and MX5520-K9.

² Recommended concurrent VPN tunnels are based on the number of concurrent VPN tunnels supported by the MX5508-K9, MX5509-K9, MX5512-K9, MX5515-K9, and MX5520-K9.



UTM products come with a variety of security and networking features. Understanding the benefits and tradeoffs of these features is crucial to getting the maximum security benefit without unnecessary performance degradation.

	BENEFITS	PERFORMANCE IMPACT	RECOMMENDATIONS
Malware protection	Block HTTP-based file download based on the disposition received from the Cisco AMP cloud.	High	Consider disabling for guest VLANs and using firewalls to protect those VLANs. Also consider disabling if you are a firm with content like AMP for Endpoints on host devices.
IDS / IPS	Provides alerts / prevention for suspicious network traffic.	High	Consider not sending IDS/IPS syslog data over VPN in low-bandwidth networks.
VPN	Secure, encrypted traffic between locations.	Medium	Use split-tunnel VPN and deploy security services at the edge.
Web caching	Accelerating access to Web content by caching locally.	Medium	Ideal for repetitive access to heavy multimedia content frequently for low bandwidth networks. Not recommended for high bandwidth networks. Please note that YouTube doesn't support web caching.
Content filtering (top sites)	Category based URL filtering using locally downloaded database.	Low	Choose this option if your priority is speed over coverage.
Content filtering (full list)	Category based URL filtering using the full database hosted at BrightCloud.com.	Medium	Choose this option if your priority is 100% coverage and security. Web browsing will be slightly slower, but a bug in the QoS bit will improve this and more URL categories are included.
Web safe-search	Turning Google / Bing safe-search option on.	Low	Must be deployed in tandem with disabled encrypted search option to be effective.
Blocking encrypted search	Disabling Google / Bing searches via HTTP (port 443) allowing Web safe-search enforcement.	Low	Must be deployed in tandem with "Web safe-search" to be effective. Requires a DNS setting modification or users will see break Google apps. Check Meraki knowledge base for further information.

Although there is no hard limit on the number of client devices that can be deployed below MX Security Appliances, for purposes of this document all tests were performed with the client counts shown in the table below. Exceeding these client counts may result in performance that varies from the sizing data contained in this guide.

RECOMMENDED NUMBER OF CLIENT DEVICES

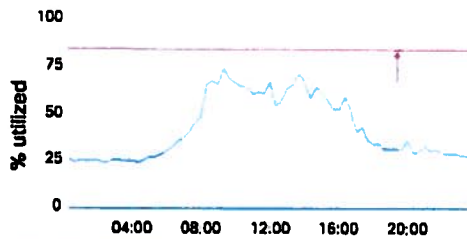
	MX64/65 series	MX67/68 series	MX84	MX100	MX250	MX450
Recommended client devices	50	50	200	500	2,000	10,000

But - How do we know?

This guide aims to educate the user on the expected utilization and load levels for specific MX models with certain features enabled. However, to accurately predict the load on the device, it must be tested in its designated environment, under expected conditions. There are a large number of variables in each individual network that will affect real-world performance, such as the unique traffic blend and the features in use.

MX Device Utilization helps provide a better understanding of the device's load over time and can be used to assess the utilization level and whether a higher-end device or a load reduction is required. If an MX device is consistently over 85% utilization during normal operation, upgrading to a higher throughput model or reducing the per-device load should be considered. The MX Device Utilization tool is available through an API or as a graph shown on the Summary Report page.

Device utilization



MX Device utilization calculation

The device utilization data reported to the Meraki Dashboard is based on a load average measured over a period of one minute. The load value is returned in numeric value ranging from 1 through 100. A lower value indicates a lower load, and a higher value indicates a more intense workload. Currently, the device utilization value is calculated based upon the CPU utilization of the MX as well as its traffic load.

Due to load averaging, it's possible for transient load spikes to occur without being visible in the utilization metric. For example, a device load that is consistently shown as less than 85% may still be experiencing transient load spikes. These transient load spikes may cause packets received in excess of the device's forwarding capacity to be dropped.

**With all the desired features turned on, the supported number of client devices may vary slightly and differ from the data shown.*

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While every network will have a unique traffic pattern, this guide highlights a few common scenarios to help you choose the right Cisco Meraki MX product for your environment. Consider planning for future growth by allocating buffer room in your firewall selection (e.g. if you currently have 550 users, choose an MX that supports 1000 users). This will ensure that you can continue enabling additional security and network features as they become available. Also, considering ISP speeds are increasing year over year, it is important to choose a firewall that will serve you well over many years.

POINT TO MULTIPOINT OPTIONS



The main specifications of the MultiHaul™ Base Units (BU) and Terminal Units (TU) are outlined in the following table. Some specific details are part number dependent, and identified at the part number level in the ordering documents. Part numbers: MH B100 CCS PoE MWB; MH T200-CNN PoE MWB; MH T200 CCC PoE MWB

		BU MH B100 CCS	TU MH T200 CCC	TU MH T200-CNN
Frequency	5.8GHz (700MHz)	✓	✓	✓
Built-in Antenna	Horizontal scanning: 90° Vertical beam-width: 20°	✓	✓	✓
Flexibility & Duplexing	FDD (F+R)	✓	✓	✓
Channels & Width	2 non-overlapping channels, 2160MHz wide	✓	✓	✓
Modulation & Coding	Flexible (up to 64-QAM) and (up to 16) modulation	✓	✓	✓
Line Rate (PHY)	Line rate up to (Mbps)	2300	2300	2300
Aggregate Throughput	to (Mbps) (Peak) (Peak) (Peak)	400	400	400
System Gain / link budget	128.5dB (including antenna gain)	✓	✓	✓
Dynamic Range	0-130dB (20dB dynamic range) (0-130dB) (0-130dB) (1dB) (0-130dB) (0-130dB) (0-130dB) (0-130dB) (0-130dB)	✓	✓	✓
Interfaces	Up to 3x RJ-45 100/1000 Base-T 2x RJ-45 100/1000Base-T + 1x SFP (supports 1GbE & 2.5GbE)		✓	✓
Terminal Units	Up to 8 Terminal Units	✓		
Ethernet Features	IEEE 802.1d transparent bridging Provider bridge - VLAN & VLAN stacking Jumbo frames - Port isolation; TU isolation (IEEE)	✓	✓	✓
Security	40/128 bits	✓	✓	✓
Management & Provisioning	TU auto-provisioning: in-band, out-of-band management Web GUI (one-click configuration of local and remote) & Embedded CLI; SNMPv2/3; TACACS+; RADIUS	✓	✓	✓
Power In	PoC - US FFC (or CAT) FTT (40W) (40W) (40W) (40W) (40W) (40W) Power In (PoE) (PoE) (PoE) (PoE) (PoE) (PoE) Power In (PoE) (PoE) (PoE) (PoE) (PoE) (PoE)	✓	✓	✓
Power Supply	PoE, 10W (IEEE 802.3af) without PoE-Coupler 55W with PoE-Out (IEEE 802.3at)	✓	✓	✓
PoE Out	1 PoE (10W) (40W) (40W) 2 PoE (10W) (40W) (40W)		✓	✓
Environmental	Operating Temperature: -22°F - 131°F (30°C - 55°C) Optional -9°F - 131°F (-45°C - 55°C) Ingress Protection Rating (IP65 - optional - IP67)	✓	✓	✓
Dimensions (HxWxD)	7.5 x 5.0 x 2.0 inches	✓	✓	✓
Weight	3 lbs. (including mounting kit)	✓	✓	✓

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hello@sikiu.com | www.sikiu.com





MetroLinq™ 10G Tri-Band Omni

Cloud-Enabled Outdoor 60 + 5 + 2.4 GHz base-station

igniteNet™'s MetroLinq™ 10G Tri-band Omni is the world's first cost-effective 60GHz + 5GHz + 2.4GHz PTMP base station enabling high performance, interference-free connections worldwide up to 10Gbps. With a total OTA capacity of 16.393Gbps, the MetroLinq™ 10G is the first AP capable of providing fiber-like connections to many clients simultaneously. It also has an added advantage of being license-free in most markets, allowing ultra-fast deployment and without the hassle of other frequency bands. The MetroLinq™ 10G also includes both 2.4 & 5GHz 802.11ac Wave 2 radios which can be used to provide access in harder to reach nLOS applications ranging from hotspots to fixed broadband and many more.

Interference-Free & Unlicensed Band

The igniteNet™ MetroLinq™ 10G offers unprecedented performance - combining both the benefits of unlicensed band operation with no interference!

Tri Band 60GHz + 5GHz + 2.4 GHz Operation

The MetroLinq™ 10G includes both additional 2.4 & 5GHz radios which can be used to provide both supplemental connectivity to hard to reach places as well as carrier offload, hotspot, and mobile roaming capabilities.

Powerful, Flexible Configuration

The MetroLinq™ 10G can operate either as a stand-alone device or as a coordinated, cloud-managed device, easily meeting the requirements of any installation.

Robust Weather-Resistant Design

The MetroLinq™ 10G features a hybrid metal/plastic design built to withstand the harshest environments including precipitation, hot/cold weather and high/low humidities.

Client Options (Sold Separately)



MetroLinq 60-35/ 2.5G 60-35
60GHz + 5GHz
up to 700m (0.43 mi)



MetroLinq 60-19/ 2.5G 60-19
60GHz + 5GHz
up to 400m (0.25 mi)



MetroLinq LW
60GHz + 5GHz + 2 4GHz
up to 150m (0.1 mi)



MetroLinq 5
5GHz
up to 2000m (1.24 mi)

Features

HARDWARE FEATURES

- › 1x 1Gbps Base-T Ethernet Port (PoE IN)
- › 1x SFP+ (10Gbps) Port
- › 1x Screw Terminal Block (Power IN)
- › Dual flash image support

ANTENNAS

- › 3 x 17dBi (60GHz) 120°
- › 4 x 12dBi (5GHz) 90°
- › 4 x 9dBi (2.4GHz) 90°

LEDs

- › Power, 60GHz, 5GHz, 2.4GHz, SFP

DIMENSIONS (L X W X H)

- › 217.4 x 179.5 x 455.3mm (8.6 x 7.1 x 17.9in)

WEIGHT

- › 4,060 g (8.95 lb)

POWER

- › 48V Passive PoE IN or DC

REGULATORY / STANDARDS COMPLIANCE

- › FCC/IC
- › CE

RANGE

- › Up to 150m (0.1mi) (Omni to Omni or ML LW, location dependent)
- › Up to 400m (0.25mi) (19cm to Omni, location dependent)
- › Up to 700m (0.43mi) (35cm to Omni, location dependent)
- › Up to 2000m (1.24mi) (Omni to ML 5, location dependent)

RF PERFORMANCE (TX)

- › 60GHz: 14dBm @ 4.62Gbps (x3)
- › 5GHz: 31dBm@6Mbps, 24dBm@1.733Gbps
- › 2.4GHz: 31dBm@6Mbps, 26dBm@0.8Gbps

RF PERFORMANCE (RX)

- › 60GHz: -74dBm @MCS1; -60dBm @ MCS9
- › 5GHz: -90dBm @MCS0; -60dBm @ MCS9
- › 2.4GHz: -90dBm @MCS0, -64dBm @ MCS9

OPERATING ENVIRONMENT

- › Operating Temperature: -30C° to 50C° (-22 to 122F)
- › Store Temperature: -40C° to 70C° (-40 to 158F)
- › Operating Humidity: 10 to 90% non-condensing (RH)

KEY FEATURES

- › Management VLAN support and VLAN pass-through
- › Supports Service Provider and Enterprise type networks
- › Stand-alone or Cloud-controlled operating modes
- › Base Station mode and up to 96 endpoints (24 endpoints at launch - 60GHz)
- › Link failover/backup (60GHz + 5GHz) Per Client
- › 128bit AES Encryption (standard; 2.4GHz, 5GHz, and 60GHz)
- › SNMP Monitoring with Private MIB

APPLICATIONS

- › Fixed Wireless Access (broadband)
- › 3G/4G Backhaul
- › Metro WiFi
- › Campus Interconnection
- › Hybrid Fiber/Wireless Networks

Ordering Information

Part Number	Description
ML-60-10G-360-XX	Cloud-Enabled Outdoor 60GHz PTMP + 5GHz + 2.4GHz

**XX is used to denote local zation (US, EU, AU, CN)

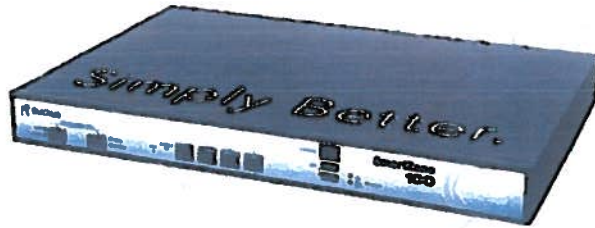


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SWITCHING + WIFI MANAGEMENT



data sheet

BENEFITS

Highly scalable with up to 3 clusters
Supporting up to 1,024 APs and 25,000 clients per device, the SmartZone™ 100 easily serves the largest deployments. SmartZone™ 100 can cluster up to 4 units (3+1) thereby supporting up to 3,000 APs and 60,000 clients

Ultra high performance and reliability
With clustering for resiliency and up to 10 GE throughput, control/management and data are set-up to be delivered separately through dedicated redundant ports ensuring optimal performance

Granular and flexible cloud-based licensing
Cloud based licensing ensures simple set-up with granular, per AP licensing as opposed to tiered licensing schemes forcing users to pay for unnecessary extra costs. Licensing can be transferred to similar platforms

Data persistence across reboot for reporting
SmartZone™ 100 stores up to 30 days of network and client data on an integrated drive that keeps all data even on reboot

10+ minute deployment in 5 minutes, simple to use and manage
Web-based configuration wizard configures an entire WLAN in minutes. ZoneFlex APs auto-discover the SmartZone™ 100

Advanced WLAN features and features
Advanced wireless networking features include rogue AP detection, interference detection and mitigation, band steering, airtime fairness, role-based user policies, per-user rate-limiting, hotspot and guest networking services

Smart Meshing, trouble-free, simple and complex deployment
Integrated Ruckus Smart Mesh Networking technology automates deployment and eliminates the need to run Ethernet cable to every Smart Wi-Fi access point

SmartZone™ 100

SCALABLE MEDIUM TO LARGE SIZE ENTERPRISE CLASS SMART WLAN CONTROLLER

The Most Affordable, Scalable, Resilient, and Highest Performing Wireless LAN controller in its class

The Ruckus Wireless SmartZone™ 100 (SZ 100) uniquely combines power, simplicity and scalability into an affordable system.

Supporting up to 25,000 clients and 2,000 WLANs per device, the SZ 100 manages up to 1,024 ZoneFlex Smart Wi-Fi access points from a single location clustering up to 3,000 APs and 60,000 clients.

Unlike conventional wireless LAN systems that are costly, complex and cumbersome to deploy, the SZ 100 is designed for simplicity and ease of use. It's ideal for any medium to large-scale enterprise requiring a high-performance, reliable, and scalable wireless LAN that can be easily deployed and managed.

The SZ 100 integrates an operating system platform that delivers advanced features such as smart wireless meshing, high availability, hot spot authentication, guest networking and dynamic Wi-Fi security. Licensing can be ported to similar platforms, is granularly scalable per AP, and is cloud based requiring no license installation.

The SZ 100 easily integrates with network, security and authentication infrastructure already in place and is easily configured through a point-and-click web wizard. Ruckus ZoneFlex APs automatically discover and are configured by the SmartZone™ 100.

Redundant and secure, the SZ 100 provides WLAN-wide network, security, RF and location management within a single, easy-to-use and affordable WLAN system.

SmartZone™ 100

SCALABLE ENTERPRISE CLASS SMART WLAN CONTROLLER

Simple to Deploy

The Ruckus SmartZone™ 100 integrates easily with existing switches, firewalls, authentication servers and other network infrastructure. All Ruckus ZoneFlex APs (wired or meshed) then automatically discover the Ruckus SmartZone™ 100, self configure and become instantly manageable.

Simple to Manage

Once up and running the SmartZone™ 100 automatically manages the ZoneFlex network of APs. With a single view into the cluster, when used as such, the SZ 100 has a per user customized dashboard, integrated Google maps, and simplified menus with a single zone and domain to reduce workflow complexity. Additionally, the SZ 100 has a 30 day reporting archive with data persistence even across reboot, and reports can be exporting to CSV, PNG, JPEG, PDF or SVG formats.

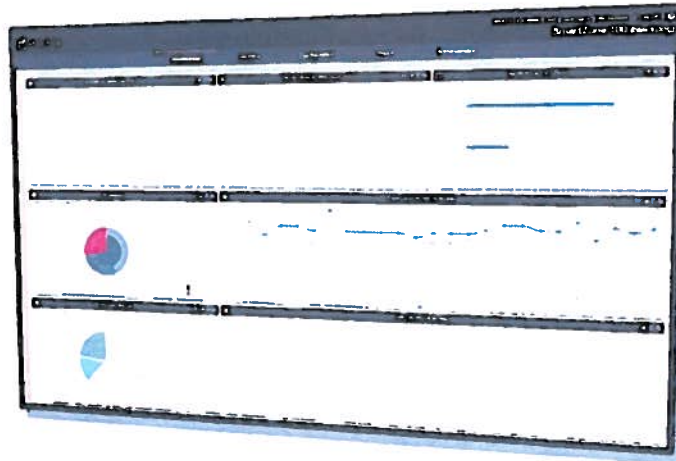
Multiple Antennas - Multiple Channels, and Extra Bandwidth Support

Ruckus BeamFlex™, a patented adaptive antenna technology, ensures predictable performance for multimedia traffic applications and handheld devices which are constantly in motion.

The SmartZone™ 100 automatically controls the channel assignments of all ZoneFlex Smart Wi-Fi APs. And with BeamFlex, the ZoneFlex system continuously picks the best path for every packet, to both clients outside the network and mesh APs inside the network, automatically mitigating interference, to guarantee the highest quality of service.

Smart Mesh Networking - Intranet Flexibility, Remote Access

Ruckus Smart Mesh Networking enables self organizing and self-healing WLAN deployment. It eliminates the need to run Ethernet cables to every AP, allowing administrators to simply plug in ZoneFlex APs to any power source and walk away. All configuration and management is delivered through the SmartZone™ 100 Smart WLAN controller. APs can also be daisy-chained to mesh APs to extend the mesh and take advantage of spatial reuse.



SmartZone™ 100

SCALABLE ENTERPRISE CLASS SMART WLAN CONTROLLER

HARDWARE FEATURES

- 1RU rack-mountable chassis footprint
- Redundant fans
- Easy discovery from PC using UPnP
- One year warranty coverage

SOFTWARE FEATURES

- Simplified, intuitive GUI
- Installation Wizard
- Ruckus SPoT LBS Location support
- WIDS/WIPS (Rogue AP Detection/Prevention)
- Bonjour Gateway (at AP)
- Capacity-based client admission control
- Band Balancing
- Internal Captive Portal (Radius, AD, LDAP, Local DB)
- AP Survivability for Guest, Captive Portal
- Zero-IT (using 802.1x)
- WLAN Time Scheduling
- User Roles
- Device Policy Control
- Per WLAN ACL Support (L2 white/black list, L3, L4)
- Multi-hop SpeedFlex for mesh testing
- Force DHCP
- ZoneFlex AP discovery
- Restful/JSON API

1G SmartZone Mode



10G SmartZone Mode



Dimensions



Specifications

PHYSICAL CHARACTERISTICS

POWER	• AC input requirements: 250 Watts
PHYSICAL SIZE	• 1RU: 438 MM (W) x 292.1 MM (D) x 44 MM (H); 17.25"(W) x 11.5"(D) x 1.73"(H)
WEIGHT	• 11.02 lbs (5 kilograms)
ETHERNET PORTS	• TGE Model: 4 Gigabit Ethernet ports • 10GE Model: 2 x 10Gigabit Ethernet ports and 4 Gigabit Ethernet Ports
ENVIRONMENTAL CONDITIONS	• Operating Temperature: 32°F (0°C) – 104°F (40°C)

CAPACITY	
MANAGED APs	• Up to 1,024 • With cluster: 3,000
WLANs (BSSIDs)	• 2,000 • With cluster: 6,000
CONCURRENT STATIONS	• Up to 25,000 • With cluster: 80,000

APPLICATIONS

HOTSPOT	• WISPR, Wi-Fi CERTIFIED, Passpoint™
GUEST ACCESS	• Supported
CAPTIVE PORTAL	• Supported
MESH	• Supported
VOICE	• 802.11e/WMM • U-APSD • Tuning to AP

NETWORK ARCHITECTURE

IP	• IPv4, dual-stack
VLANs	• 4,000
REDUNDANCY	• 3+1 cluster redundancy
DHCP SERVER	• Supported

MANAGEMENT

CONFIGURATION	• Web user interface, CLI, SNMP v1, v2, v3
AAA	• RADIUS (primary and backup)
AP PROVISIONING	• L3 or L2 auto discovery • Auto-software upgrade • Automatic channel optimization
CLIENT PROVISIONING	• Zero-IT (using 802.11k) • Auto proxy configuration
ANALYTICS	• SmartCell Insight allows for custom report generation with up to seven years of network data • 30 days local storage for built-in reporting

SECURITY

STANDARDS	• WPA, WPA2, 802.11i
ENCRYPTION	• TKIP, AES
AUTHENTICATION	• 802.1x, MAC address
USER DATABASE	• Internal database up to 25,000 users • External: RADIUS, LDAP, Active Directory
ACCESS CONTROL	• L2 (MAC address-based) • L3/4 (IP and Protocol based) • L2 client isolation • Management interface access control • Time-based WLANs • Device type access policies
WIRELESS INTRUSION DETECTION (WIDS/WIPS)	• Rogue AP detection / prevention • Evil-twin/AP spoofing detection • Ad hoc detection

MULTIMEDIA AND QUALITY OF SERVICE

802.11e/WMM	• Supported
SOFTWARE QUEUES	• Per traffic type (4), per client
TRAFFIC CLASSIFICATION	• Automatic, heuristics and TOS based or VLAN-defined
RATE LIMITING	• Supported
WLAN PRIORITIZATION	• Supported
CLIENT LOAD BALANCING	• Automatic

CERTIFICATIONS

CERTIFICATIONS*	• U.S., Canada, EU, China, Japan, Taiwan, Korea
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*Please see price list for latest country certifications

Product Overview Information

MODEL	DESCRIPTION
SmartZone™ 100 Smart WLAN Controllers	
P01-6104-XXXX	SZ 100 – 4xGE Ports
P01-6124-XXXX	SZ 100 – 2x10GE & 4xGE Ports
LD9-0001-6600	1 AP license for SZ 100 to manage APs
LD9-0001-RXGW	Soft GRE tunnel license from AP to 3rd party concentrator
902-0180-0000	10GBASE-SR SFP+ Optical transceiver module

PLEASE NOTE: While Ruckus SmartZone 100 is available in all countries, not all features are available in all countries. For more information, please contact your local Ruckus representative.



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www.ruckuswireless.com

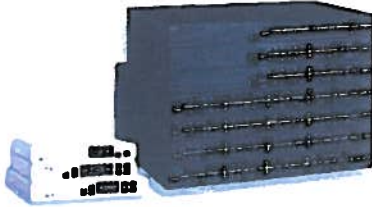
SWITCHING EQUIPMENT

Ruckus ICX 7150

Entry-Level Access Switch Series Delivers Unprecedented Performance



DATA SHEET



BENEFITS

STACKABILITY SIMPLIFIES MANAGEMENT

- Class-leading stacking scalability with up to 12 switches per stack
- Long-distance stacking up to 10 km using standard optics or cables

10 GbE PORTS OPTIMIZE NETWORK PERFORMANCE

- Up to 8x10 GbE SFP+ ports for stacking or uplinks

DUAL POWER SUPPLIES FOR HIGH AVAILABILITY

- Dual load sharing, hot-swappable power supplies available on the Z-Series switch

MULTIGIGABIT SUPPORT ENABLES NEXT GENERATION WIRELESS DEPLOYMENT

- Up to 16x 2.5 and 2x 2.5/5/10 GbE ports optimize for Wi-Fi 5 and 6 deployment

CLASS LEADING POE BUDGET TO POWER ADVANCED EDGE DEVICES

- PoE+/PoH/802.3bt budget (up to 1,480 watts)
- Support advanced wireless APs and video surveillance equipment

SILENT OPERATION FOR DEPLOYMENT IN THE WORK ENVIRONMENT

- Fanless design or fanless mode enables silent non-disruptive deployment anywhere

ADVANCED L3 MAXIMIZES FLEXIBILITY

- OSPF, VRRP, PIM, PBR L3 features

CAMPUS FABRIC REDUCES COST OF OPERATIONS, INCREASES FLEXIBILITY

- Ruckus Campus Fabric delivers the benefits of a chassis with the flexibility of stackables
- Scales to over 1800 ports

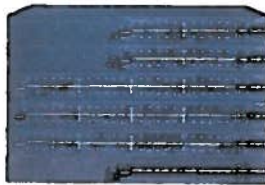
¹Up to 90W per port, IEEE 802.3bt standard pending ratification
Compatible with uPoE

ENTRY-LEVEL ACCESS SWITCH SERIES DELIVERS UNPRECEDENTED PERFORMANCE AND FEATURES IN ITS CLASS

The Ruckus ICX 7150 series of stackable switches delivers the performance, flexibility, and scalability required for enterprise access deployment, raising the bar with non-blocking performance and up to 8x10 GbE ports for uplinks or stacking. It offers seamless interoperability with Ruckus wireless products to deliver unified wired and wireless network access. In addition, Ruckus Multigigabit Ethernet technology offers bandwidth speeds needed to optimize performance of the latest generation high performance wireless access points and edge devices, over standard Ethernet cables.

The Ruckus ICX 7150 series of switches are available in three formats:

RUCKUS ICX 7150 SWITCHES



The standard Ruckus ICX 7150 switches are available in 24- and 48-port 10/100/1000 Mbps models with four 1/10 GbE dual-purpose uplink/stacking ports. These switches are available with or without PoE+ power. Silent operation is available for out-of-closet environments.

RUCKUS ICX 7150 Z-SERIES SWITCH



The Ruckus ICX 7150-48ZP 48-port switch adds higher performance, greater resiliency and increased PoE power. The switch offers Multigigabit technology (IEEE 802.3bz) to match the highest performing 802.11ac Wave 2 wireless access points available, with dual redundant, hot-swappable power supplies and fans, and up to 8x10 GbE uplink/stacking ports.

The switch offers 16 Multigigabit (100Mbps/1Gbps/2.5Gbps) ports, each with Power-over-HDBaseT (PoH) up to 90 watts and 802.3bt ready, plus 3x 10/100/1000 Mbps ports with PoE+. With a maximum PoE budget of 1480 watts, this switch delivers the power, and performance, to drive PoE+ power to all 48 ports.

RUCKUS ICX 7150 COMPACT SWITCHES



The Ruckus ICX 7150 compact switches come in 8, 10 and 12 ports models and feature a fanless design to operate silently in out-of-closet environments such as offices, classrooms, and retail spaces. They offer PoE on all ports. The ICX 7150-C10ZP delivers up to 90W per port of PoE power and multigigabit Ethernet at 2.5/5/10 Gbps speeds. With 2x1/10 GbE uplink/stacking ports, the ICX 7150-C12P and C10ZP deliver high performance in a small package.

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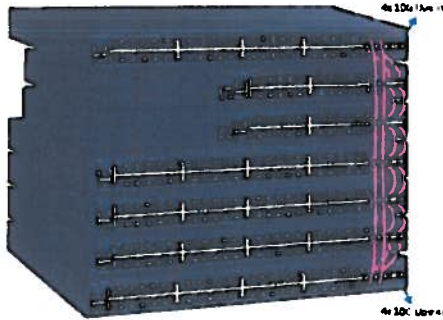


Figure 1: Up to 12 Ruckus ICX 7150 switches can be stacked together using up to four SFP+ 10 Gbps ports per switch for a fully redundant backplane delivering 480 Gbps of aggregated stacking bandwidth.

STACKING ACROSS THE ICX 7150 SERIES

Ruckus stacking technology makes it possible to stack up to twelve Ruckus ICX 7150 switches into a single logical switch. This allows the Ruckus ICX 7150 to deliver a class-leading 480 Gbps of aggregated stacking bandwidth and offer simple and robust expandability for future growth. Stacking is supported across the ICX 7150 series and all ICX 7150 models including the ICX 7150 compact switches and the ICX 7150-48ZP can be mixed within the same stack. This stacked switch has only a single IP address that simplifies management and offers transparent forwarding across up to 600x1 GbE ports or up to 192x2.5 GbE ports, and up to 96x10 GbE ports. When new switches join the stack, they automatically inherit the stack's existing configuration file, enabling a plug-and-play network expansion.

Because the ICX 7150-48ZP switch has twice as many uplink ports, when it is added to a stack of other ICX 7150 switch models, the effective bandwidth of all the switches is doubled. By designing the stack this way, all four of the 10GbE ports on the ICX 7150 switches can be used for stacking (rather than having to split the four ports between stacking and uplinks), and leveraging four of the 10GbE ports on the ICX 7150-48ZP for stacking and the other four 10GbE ports can be used for uplinks.

ENTERPRISE-CLASS AVAILABILITY

The Ruckus ICX 7150 switches help deliver continuous availability to optimize the user experience. Ruckus stacking technology provides high availability by performing real-time state synchronization across the stack and transferring switch management control from the master stack controller to the standby controller if the master stack controller experiences a failure. When hot-inserting or hot-removing a stack member to increase capacity or perform service upgrade, traffic flows will not experience interruption.

In addition to stack-level high availability, Ruckus ICX 7150 switches also support stack-level ISSU (In Service Software Upgrade), a unique capability that allows the user to perform software upgrades to a Ruckus ICX 7150 stack without service interruption. Taking high-availability and reliability even further, the Ruckus ICX 7150 Z-Series switch offers redundant hot-swappable load sharing power supplies and up to 2 hot-swappable fans.

Up to 90W per port. IEEE 802.3bt support pending software update. Compatible with uPoE.

SILENT OPERATION

The Ruckus ICX 7150 switches, along with the Ruckus ICX 7150-24 and the ICX 7150-48 switches, feature a fanless design that enables it to operate silently.

The Ruckus ICX 7150-24P and the ICX 7150-48P offer a "silent mode" configuration option, enabling these switches to operate with the fan disabled while providing a PoE budget of 150 watts. This Ruckus-exclusive feature enables users in hospital-ty, education, healthcare, and retail industries to deploy these switches outside of the wiring closet without disrupting the work environment.

MULTIGIGABIT ETHERNET SUPPORT

The Ruckus ICX 7150-48ZP switch raises the bar for entry-level switches even further with 16x IEEE 802.3bz compliant 2.5 GbE ports, up to 8x10 GbE uplink ports, dual redundant load sharing power supplies and class-leading stacking density with up to 12 switches per stack. The ICX 7150-C10ZP delivers multigigabit speeds in a compact form factor with support for 2.5/5 and 10 Gbps. Both switches stack with all other members of the ICX 7150 series allowing organizations to buy what they need now and easily scale as the need for Multigigabit support emerges. It is designed to work seamlessly with Ruckus wireless access points to deliver unified wired and wireless network access.

COST EFFECTIVE FIBER SWITCHING SOLUTION

The Ruckus ICX 7150-24F fiber switch delivers 24 SFP 1GbE fiber ports for fiber-to-the-room deployment scenarios when fiber ports are needed at the edge of the network. It offers 4x10GbE SFP+ for uplink or stacking with the rest of the ICX 7150 series.

With the ICX 7150-24F, Ruckus offers a complete set of fiber switching and routing solutions for every budget from high-end core and aggregation to entry-level access switching.

POWER NEXT-GENERATION EDGE DEVICES

All ICX 7150 series members offer PoE options. The compact 12 port switch delivers PoE+ on all ports with a 124W PoE budget. The 24- and 48-port ICX 7150 switches offer up to 740W of PoE+ power and the ICX 7150 Z-Series offers an industry-leading 1480W PoE budget when equipped with 2 power supplies. In addition to supporting PoE and PoE+, the Ruckus ICX 7150 Z-Series also offers Power over HDBaseT (PoH) and is 802.3bt ready. This new, high power standard delivers up to 90 watts per port through a standard Ethernet cable, simplifying the wiring of next-generation Ethernet-connected devices such as high-performance wireless APs, large HD displays, video surveillance equipment, and VDI thin terminals, enabling data and power to be carried by a single Ethernet wire. The PoE, PoE+ and PoH capabilities reduce the number of required power receptacles and power adapters while increasing reliability and wiring flexibility.

With a 1,480-watt power budget per switch (with two power supplies), the Ruckus ICX 7150 48ZP model can supply Class 4 PoE+ power (30 watts) to every port and PoH 802.3bt ready power (90 watts) on 16 dedicated Multigigabit ports.

Ruckus ICX 7150

Enterprise-Class Switches for Campus & Edge

DATA SHEET

RUCKUS ICX 7150 PRODUCT SERIES

RUCKUS ICX 7150

Ruckus ICX 7150-24 Switch

- 24x 10/100/1000 Mbps RJ-45 ports
- 2x 10/100/1000 Mbps uplink RJ-45 ports
- 4x 1/10 GbE uplink/stacking SFP/SFP+ ports

Ruckus ICX 7150-24P Switch

- 24x 10/100/1000 Mbps RJ-45 PoE ports
- 370 W PoE budget
- 2x 10/100/1000 Mbps uplink RJ-45 ports
- 4x 1/10 GbE uplink/stacking SFP/SFP+ ports

Ruckus ICX 7150-48 Switch

- 48x 10/100/1000 Mbps RJ-45 ports
- 2x 10/100/1000 Mbps uplink RJ-45 ports
- 4x 1/10 GbE uplink/stacking SFP/SFP+ ports

Ruckus ICX 7150-48P Switch

- 48x 10/100/1000 Mbps RJ-45 PoE ports
- 370 W PoE budget
- 2x 10/100/1000 Mbps uplink RJ-45 ports
- 4x 1/10 GbE uplink/stacking SFP/SFP+ ports

Ruckus ICX 7150-48PF Switch

- 48x 10/100/1000 Mbps RJ-45 PoE ports
- 740 W PoE budget
- 2x 10/100/1000 Mbps uplink RJ-45 ports
- 4x 1/10 GbE uplink/stacking SFP/SFP+ ports

Ruckus ICX 7150-24F Switch

- 24x 100/1000 Mbps SFP ports
- 2x 10/100/1000 Mbps uplink RJ-45 ports
- 4x 1/10 GbE uplink/stacking SFP/SFP+ ports

RUCKUS ICX 7150 Z-SERIES

Ruckus ICX 7150-48ZP

- 16x 100/1000 Mbps/2.5 Gbps RJ-45 PoH, 802.3bt ready ports
- 32x 10/100/1000 Mbps RJ-45 PoE+ ports
- 1,480 W PoE budget (with two power supplies)
- 8x 1/10 GbE uplink/stacking SFP/SFP+ ports

RUCKUS ICX 7150 COMPACT SWITCHES

Ruckus ICX 7150-C10ZP Compact Switch

- 10x RJ-45 multigigabit ports, including 8x 2.5 GbE ports and 2x 2.5/10 GbE ports
- 2x 1/10 GbE uplink/stacking SFP/SFP+ ports
- 240W PoE budget. Delivers up to 90W per port on 4 PoH 802.3bt ready ports. Fanless

Ruckus ICX 7150-C12P Compact Switch

- 12x 10/100/1000 Mbps POE RJ-45 ports
- 124 W PoE budget. Fanless
- 2x 10/100/1000 Mbps uplink RJ-45 ports
- 2x 1/10 GbE uplink/stacking SFP/SFP+ ports

Ruckus ICX 7150-C08P Compact Switch

- 8x 10/100/1000 Mbps POE+ RJ-45 ports
- 2x 1GbE SFP uplink ports
- 62W PoE power budget. Fanless

Up to 90W per port, IEEE 802.3bt support pending software update. Compatible with uPoE. Not supported on the IC 7150 C08P model.

ENTERPRISE-CLASS FEATURES ACROSS RUCKUS ICX SWITCHES

The Ruckus ICX switch family delivers the enterprise class features for flexibility, scalability and simplified management.

- Ruckus Campus Fabric* technology delivers unmatched flexibility, scalability and simplified management for campus network deployments. Incorporating all of the ICX 7000 switch families with up to 1800 ports in a single logical domain, Campus Fabric allows customers the benefits of a traditional chassis, with the flexibility of stackable switches at a dramatically reduced Total Cost of Ownership (TCO).
- Advanced stacking* goes beyond traditional stacking with capabilities that take flexibility, ease of management and cost effectiveness to the next level, including:
 - Stacking on standard Ethernet ports
 - Long-distance stacking
 - No hardware module required for stacking
 - In Service Software Upgrade (ISSU) to minimize downtime
 - Superior scalability with the industry-leading number of switches per stack
 - Stacking at the access, aggregation and core layers
- Enterprise-Class Availability to improve resiliency and minimize downtime, including:
 - Hitless stack failover
 - Hot-insertion/removal of stack members
 - Redundant power supplies
 - In Service Software Upgrades for switch stacks
- Unified wired and wireless network management with Ruckus SmartZone network controller:
 - Ruckus SmartZone centralizes management of the entire family of Ruckus switches and wireless Access Points with a single easy to deploy management platform
 - Discovers, monitors and deploys configurations to groups of switches and wireless APs
- On-boarding and security policies across ICX switches and wireless networks
- OpenFlow 1.3 protocol* support in hybrid mode allows user to deploy traditional layer 2/3 forwarding with OpenFlow on the same port for Software Defined Network (SDN) enabled programmatic control of the network
- Open Standards based management, monitoring and authentication
 - sFlow-based network monitoring to help analyze traffic statistics and trends on every link and overcome unexpected network congestion
 - Open standards management includes Command Line Interface (CLI), Secure Shell (SSHv2), Secure Copy (SCP), and SNMPv3
 - Support for Access Controller Access Control System (TACACS+/RACACS+) and RADIUS authentication helps ensure secure operator access
 - LLDP and LLDP-MED protocol support for configuring, discovering, and managing network infrastructure such as QoS, security policies, VLAN assignments, PoE power levels, and service priorities

* The ICX 7150-CDBP does not support stacking, campus fabric and OpenFlow

Ruckus ICX 7150

Enterprise-Class Switches for Edge, Core, and Cloud

DATA SHEET

RUCKUS ICX 7150 FEATURE/MODEL COMPARISON

FEATURE	8, 10, 12 RJ-45 Ports compact Switches			24 or 48 RJ-45 Ports		24 SFP Ports	24 or 48 RJ45 PoE+ Ports			Z Series
	Ruckus ICX 7150-008P	Ruckus ICX 7150-010P	Ruckus ICX 7150-012P	Ruckus ICX 7150-24	Ruckus ICX 7150-48	Ruckus ICX 7150-24P	Ruckus ICX 7150-24P+	Ruckus ICX 7150-48P	Ruckus ICX 7150-48P+	Ruckus ICX 7150-48P+
Switching capacity (line rate for dual-core)	20 Gbps	68 Gbps	20 Gbps	132 Gbps	180 Gbps	132 Gbps	132 Gbps	180 Gbps	180 Gbps	304 Gbps
Forwarding capacity (line rate for dual-core)	14.8f Mpps	51 Mpps	89 Mpps	96 Mpps	134 Mpps	98 Mpps	98 Mpps	134 Mpps	134 Mpps	226 Mpps
10/100/1000 Mbps RJ45 downlinks	8	12		24	48		24	48	48	32
100/1000 Mbps SFP downlinks						24				
100/1000 Mbps/2.5 Gbps RJ45 downlinks (with license)			8							16
100/1000 Mbps/2.5/5/10 Gbps RJ45 downlinks (with license)			2							
10/100/1000 Mbps RJ45 uplinks (with license)		2		2	2	2	2	2	2	
1/10 Gbps SFP/SFP+ uplinks	2 SFPs at 1 Gbps only	2	2	4	4	4	4	4	4	8
PoE/PoE+ ports	8	12	6				24	48	48	32
Port / Port / PoE+ 802.3bt ready ports*			4							16
Dual hot-swappable power supplies										Yes
Maximum PoE Class 2 ports (with license)	4	8	10				24	24	48	48
Maximum PoE+ Class 4 ports (with license)	2	4	8				12	12	24	48 (2 PSU)
Energy Efficient Ethernet (IEEE 802.3az)			Yes	Yes	Yes		Yes	Yes	Yes	Yes
Base IPv4/v6 Layer 3 routing (with license)	No L3	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Advanced IPv4/v6 Layer 3 routing (with license)	No L3	With license	With license	With license	With license	With license	With license	With license	With license	With license
Aggregated stacking bandwidth (with license)	No Stacking	240 Gbps	240 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps
Stacking density (with license)	No Stacking	12	12	12	12	12	12	12	12	12
Stacking ports (with license)	No Stacking	Up to 2x10 GbE SFP+					Up to 4x10 GbE SFP+			
Maximum stacking distance (with license)	No Stacking	10 km	10 km	10 km	10 km	10 km	10 km	10 km	10 km	10 km
Campus Fabric	No Fabric									Fabric Port Extender (PE)

*Up to 90W per port, IEEE 802.3bt support pending software update. Compatible with uPoE.
 10 Gbps SFP+ ports are required for stacking.
 Supported in a future software release.



Ruckus ICX 7150

8-Port PoE, 12-Port PoE, 24-Port PoE, 48-Port PoE, 48-Port PoE+

DATA SHEET

RUCKUS ICX 7150 FEATURE/MODEL COMPARISON

FEATURE	8, 10, 12 RJ-45 Ports compact Switches			24 or 48 RJ-45 Ports		24 SFP Ports		24 or 48 RJ45 PoE+ Ports			Z-Series	
	Ruckus ICX 7150-CEP	Ruckus ICX 7150-CLP	Ruckus ICX 7150-C10CP	Ruckus ICX 7150-24	Ruckus ICX 7150-48	Ruckus ICX 7150-24T	Ruckus ICX 7150-24ZP	Ruckus ICX 7150-48P	Ruckus ICX 7150-48P+	Ruckus ICX 7150-48ZP	Ruckus ICX 7150-48ZP+	
POWER												
Power inlet	C14											
Input voltage/frequency	AC: 100 to 240 VAC @ 50 to 60 Hz											
Power supply rated maximum	150W	150W	100W	30W	65W	100W	5.5W	5.5W	88W	200W	1480W (2 PSU)	
PoE power budget	62W	124W	240W					370W	370W	740W		
Switch power consumption (with PoE disabled)	3W	20W	27W	14W	24W	38W	7W	32W	47W	51W	89W	
Switch power consumption (with PoE enabled)	79W	157W	242W	24W	38W	40W	40W	455W	471W	869W	917W	
Switch power consumption (with PoE enabled, 48 PoE ports)	79W	157W	245W	24W	39W	46W	47W	491W	491W	891W	932W	
Airflow	Fanless	Fanless	Fanless	Fanless	Fanless	Side-to-back	Side-to-back	Side-to-back	Side-to-back	Side-to-back	Front-to-back	
Switch heat dissipation (with PoE disabled)	45 BTU/hr	69 BTU/hr	93 BTU/hr	47 BTU/hr	83 BTU/hr	58 BTU/hr	8 BTU/hr	160 BTU/hr	170 BTU/hr	304 BTU/hr		
Switch heat dissipation (with PoE enabled)	50 BTU/hr	78 BTU/hr	128 BTU/hr	81 BTU/hr	131 BTU/hr	135 BTU/hr	37 BTU/hr	196 BTU/hr	209 BTU/hr	433 BTU/hr		
Switch heat dissipation (with PoE enabled, 48 PoE ports)	51 BTU/hr	79 BTU/hr	129 BTU/hr	82 BTU/hr	132 BTU/hr	158 BTU/hr	188 BTU/hr	205 BTU/hr	209 BTU/hr	433 BTU/hr		
ENVIRONMENT												
Net Weight (lb)	1.93	2.58	3.57	3.8	4.82	3.6	4.93	6.17	6.28	6.61		
Dimensions (mm)	270 (W) 214 (D) 44 (H)	319 (W) 211 (D) 43.4 (H)	304 (W) 305 (D) 44 (H)	440 (W) 380 (D) 43.65 (H)	440 (W) 370 (D) 43.65 (H)	440 (W) 370 (D) 43.65 (H)	440 (W) 280 (D) 43.65 (H)	440 (W) 370 (D) 43.65 (H)	440 (W) 370 (D) 43.65 (H)	440 (W) 370 (D) 43.65 (H)	440 (W) 332 (D) 44 (H)	
Acoustics (with PoE disabled)	Fanless	Fanless	Fanless	Fanless	Fanless	33 dBA	41.4 dBA	41.8 dBA	47.7 dBA	52 dBA		
MTBF (hours)	594,384	562,889	529,625	871,931	714,420	541,966	397,428	335,853	312,241	104,600		
MANAGEMENT PORTS												
USB Type-C port (for PoE+ power management)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
RJ45 serial port (for PoE+ power management)	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
USB Type-A port (for PoE+ power management)	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
RJ45 Ethernet port (for PoE+ power management)	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		

ICX 7150-48ZP Switch includes one AC power supply and one fan

*Traffic load on all ports connected with maximum possible PoE/PoE+ loads (if equipped)

PoE power not included in switch heat dissipation figure, since the heat is not dissipated at the switch



RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	SPECIFICATIONS
Connector options	<ul style="list-style-type: none"> 10/100/1000 Mbps RJ-45 1 Gbps SFP ports 1/10 Gbps SFP+ ports* Out-of-band Ethernet management: 10/100/1000 Mbps RJ-45* Console management: RJ45 serial port and USB Type-C port with serial communication device class support* File transfer: USB port, standard-A plug* For the latest information about supported optics, please visit www.ruckusnetworks.com/optics.
DRAM	1 GB
NVRAM (Flash)	2 GB
Packet buffer size	8/0/12/24 ports: 2 MB, 48 ports: 4 MB
Maximum MAC addresses	16,384
Maximum VLANs	4,095
Maximum PVLANs	32
Maximum STP (spanning tree) instances	254
Maximum VEs	128
Maximum ARP entries	4,094
Maximum routes (adjacency)	<ul style="list-style-type: none"> 1,000 (IPv4), 1,000 (IPv6) Next hop address: 4,094
Trunking	<ul style="list-style-type: none"> Maximum ports per trunk: 16 Maximum trunk groups: 128
Maximum jumbo frame size	9,216 bytes
QoS priority queues	8 per port
Multicast groups	<ul style="list-style-type: none"> 3,072 (Layer 2) 2,048 (Layer 3)
Quality of Service (QoS)	<ul style="list-style-type: none"> ACL Mapping and Marking of ToS/DSCP (CoS) ACL Mapping and Marking of 802.1p ACL Mapping to Priority Queue Classifying and Limiting Flows Based on TCP Flags DiffServ Support Honoring DSCP and 802.1p (CoS) MAC Address Mapping to Priority Queue Priority Queue Management using Weighted Round Robin (WRR), Strict Priority (SP), and a combination of WRR and SP
Traffic management	<ul style="list-style-type: none"> ACL-based inbound rate limiting and traffic policies Broadcast, multicast, and unknown unicast rate limiting Inbound rate limiting per port Outbound rate limiting per port and per queue

* Not supported on the ICX 7150-CD9P model

RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	SPECIFICATIONS
Security	<ul style="list-style-type: none"> • 802.1X authentication • MAC authentication • Flexible authentication • Web authentication • DHCP snooping • Dynamic ARP inspection • Neighbor Discovery (ND) Inspection • Bi-level Access Mode (Standard and EXEC Level) • EAP pass through support • IEEE 802.1X username export in sFlow • Protection against Denial of Service (DoS) attacks • Authentication, Authorization, and Accounting (AAA) • MAC Address Locking • MAC Port Security • Advanced Encryption Standard (AES) with SSHv2 • RADUS/TACACS+/TACACS+ • Secure Copy (SCP) • Secure Shell (SSHv2) • Protected Ports • Local Username/Password • Change of Authorization (CoA) RFC 5176 • Trusted Platform Module • RADSEC (RFC 664) • Encrypted Syslog (RFC 5125)
SDN features	<ul style="list-style-type: none"> • OpenFlow v1.0 and v1.3 • OpenFlow with hybrid port mode • Operates with an OpenDayLight Controller
High availability	<ul style="list-style-type: none"> • Layer 3 VRRP/VRRP-E protocol redundancy • Real-time state synchronization across the stack • Hitless failover and switchover from master to standby stack controller • Hot insertion and removal of stacked units • Layer 2 VSRP switch redundancy • In-Service Software Update (ISSU)

FEATURES	FEATURE SETS
Layer 2 feature set	<ul style="list-style-type: none"> • 802.1s Multiple Spanning Tree • 802.1x Authentication • Auto MDI/MDIX • BPDU Guard, Root Guard • Dual-Mode VLANs • MAC-based VLANs, Dynamic MAC-based VLAN activation • Dynamic VLAN Assignment • Dynamic Voice VLAN Assignment • Fast Port Span • GVRP: GARP VLAN Registration Protocol • IGMP Snooping (v1/v2/v3) • IGMP Proxy for Static Groups • IGMP v2/v3 Fast Leave • Inter-Packet Gap (IPG) adjustment • Link Fault Signaling (LFS) • MAC Address Filtering • MAC Learning Disable • MLD Snooping (v1/v2) • Multi-device Authentication • Per-VLAN Spanning Tree (PVST/PVST+ /PRST) • Mirroring: Port-based, ACL-based, MAC Filter-based, and VLAN-based • PIM-SM v2 Snooping • Port Loop Detection • Private VLAN • Remote Fault Notification (RFN) • Single-Instance Spanning Tree • Trunk Groups (static, LACP) • Uni-Directional Link Detection (UDLD) • Metro-Ring Protocol (MRP) (v1, v2) • Virtual Switch Redundancy Protocol (VSRP) • QinQ and selective QinQ • VLAN Mapping • Topology Groups
Base Layer 3 IP routing feature set	<ul style="list-style-type: none"> • IPv4 and IPv6 static routes <ul style="list-style-type: none"> - RIP v1/v2, RPLig • ECMP • Port-based Access Control Lists • Layer 3/Layer 4 ACLs • Host routes • Virtual interfaces • Routed interfaces • Route-only Support • Routing Between Directly Connected Subnets
Premium Layer 3 IP routing feature set with software license	<ul style="list-style-type: none"> • IPv4 and IPv6 dynamic routes <ul style="list-style-type: none"> - OSPF v2, v3 • PIM-SM, PIM-SSM, PIM-DM, PIM passive (IPv4, IPv6) • PBR • Virtual Route Redundancy Protocol VRRP (IPv4) • VRRP v3 (IPv6) • VRRP-E (IPv4/IPv6)

* Not supported on the ICX 7150-C08P model

RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	STANDARD COMPLIANCE
IEEE standards compliance	<ul style="list-style-type: none"> • 802.1AB LLDP/LLDP-MED • 802.1D MAC Bridging • 802.1p Mapping to Priority Queue • 802.1s Multiple Spanning Tree (MST) • 802.1w Rapid Reconfiguration of Spanning Tree (RSTP) • 802.1x Port-based Network Access Control (PNAC) • 802.3 Carrier Sense Multiple Access/Collision Detection (CSMA/CD) • 802.3ab 1000BASE-T • 802.3 10Base-T • 802.3ad Link Aggregation (Dynamic and Static) • 802.1 AX-2008 Link Aggregation
RFC standards compliance	<ul style="list-style-type: none"> • 802.3ae 10 Gigabit Ethernet • 802.3af Power over Ethernet • 802.3at Power over Ethernet Plus • 802.3bz Multigigabit Ethernet • 802.3u 100Base-TX • 802.3x Flow Control • 802.3z 1000Base-SX/LX • 802.3 MAU MIB (RFC 2239) • 802.1Q VLAN Tagging • 802.1BR Bridge Port Extension • 802.3az Energy Efficient Ethernet
	For a complete list of RFCs supported by the ICX 7000 product family, please visit www.ruckusnetworks.com/support
FEATURES	NETWORK AND DEVICE MANAGEMENT
Management	<ul style="list-style-type: none"> • DHCP Auto Configuration • Configuration Logging • Digital Optical Monitoring • Display Log Messages on Multiple Terminals • Embedded Web Management (HTTP/HTTPS) • Embedded DHCP Server • Industry-standard Command Line Interface (CLI) • Ruckus SmartZone Network Controller (sold separately) • CLI activation of optional software features • USB file management and storage • Macro for batch execution • Out-of-band Ethernet Management • RSPAN • TFTP • TELNET Client and Server • SSH / SSH V2
Ruckus Campus Fabric technology	<ul style="list-style-type: none"> • Bootp • SNMPv1/v2c • DHCP Server and DHCP Relay • SNMPv3 Intro to Framework • Architecture for Describing SNMP Framework • SNMP Message Processing and Dispatching • SNMPv3 Applications • SNMPv3 User-based Security Model • SNMP View-based Access Control Model SNMP • sFlow • Network Time Protocol (NTP) • Multiple Syslog Servers • SCP • Virtual Cable Tester (VCT) • From management MIB, please see the ICX technical documentation at ruckusnetworks.com/support
	<ul style="list-style-type: none"> • The Ruckus ICX 7150 can operate in fabric Port Extender (PE) mode • Up to 36 PEs per fabric (up to 180 ports) • PE cascade depth up to 6 units
FEATURES	ENVIRONMENT
Temperature	Operating Temperatures: 0°C to 45°C (0°C to 40°C for ICX 7150-C08P and ICX7150-C10P) Storage Temperatures: -40°C to 70°C
Humidity	Operating relative humidity: 5% to 95% at 45°C, non-condensing Non operating relative humidity: 0% to 95% at 70°C non-condensing
Altitude	Operating altitude: 10,000 ft (3,000 m) maximum Storage altitude: 39,000 ft (12,000 m) maximum

Not supported on the ICX 7150-C08P model



RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	COMPLIANCE/CERTIFICATION
Electromagnetic emissions	FCC Class A (Part 15); EN 55022/CISPR-22 Class A; VCCI Class A; ICES-003 Electromagnetic Emission; AS/NZS 55022; EN 61000-3-2 Power Line Harmonics; EN 61000-3-3 Voltage Fluctuation and Flicker; EN 61000-6-3 Emission Standard (supersedes: EN 50081-1)
Safety	CAN/CSA C22.2 NO. 60950-1-07, UL 60950-1 Second Edition, IEC 60950-1 Second Edition, EN 60950-1:2006 Safety of Information Technology Equipment, EN 60825-1 Safety of Laser Products—Part 1: Equipment Classification Requirements and User's Guide, EN 60825-2 Safety of Laser Products—Part 2: Safety of Optical Fibre Communication Systems
Immunity	EN 61000-6-1 Generic Immunity and Susceptibility (supersedes EN 50082-1); EN 55024 Immunity Characteristics (supersedes EN 61000-4-2 ESD); EN 61000-4-3 Radiated, Radio Frequency, Electromagnetic Field; EN 61000-4-4 Electrical Fast Transient; EN 61000-4-5 Surge; EN 61000-4-6 Conducted Disturbances Induced by Radio-Frequency Fields; EN 61000-4-8 Power Frequency Magnetic Field, EN 61000-4-11 Voltage Dips and Sags
Environmental regulatory compliance	RoHS compliant (6 of 6), WEEE compliant
Vibration	IEC 68-2-36, IEC 68-2-6
Shock and drop	IEC 68-2-27, IEC 68-2-32

RUCKUS ICX 7150 ORDERING INFORMATION

PART NUMBER	RUCKUS ICX 7150 SWITCHES WITH 1 GbE UPLINKS
ICX7150-C03P-2X1G	Ruckus ICX 7150 Compact Switch, 8x 10/100/1000 Mbps PoE+ ports, 2x 1G SFP uplink-ports, 62W PoE budget, L2 (switch image only, not L3 upgradable), stacking not supported.
ICX7150-C12P-2X1G	Ruckus ICX 7150 Compact Switch, 12x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 2x 1 GbE SFP uplink-ports upgradable to 2x 10 GbE SFP+ with license, 124 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-24-4X1G	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink-ports, 4x 1 GbE SFP uplink-ports upgradable to up to 4x 10 GbE SFP+ with license, basic Layer 3 (static routing and RIP).
ICX7150-24F-4X1G	Ruckus ICX 7150 Switch, 24x 1G SFP ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, basic Layer 3 (static routing and RIP)
ICX7150-24P-4X1G	Ruckus ICX 7150 Switch 24x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 4x 1 GbE SFP uplink ports upgradable to up to 4x 10 GbE SFP+ with license, 370 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-48-4X1G	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink ports, 4x 1 GbE SFP uplink ports upgradable to up to 4x 10 GbE SFP+ with license, basic Layer 3 (static routing and RIP)
ICX7150-48P-4X1G	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 4x 1 GbE SFP uplink ports upgradable to up to 4x 10 GbE SFP+ with license, 370 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-48PF-4X1G	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 4x 1 GbE SFP uplink ports upgradable to up to 4x 10 GbE SFP+ with license, 740 W PoE budget, basic Layer 3 (static routing and RIP)



RUCKUS ICX 7150 ORDERING INFORMATION

PART NUMBER	RUCKUS ICX 7150 SWITCHES WITH 2x10 GbE UPLINKS
ICX7150-C12P-2X10GR	Ruckus ICX 7150 Compact Switch, 12x10/100/1000 Mbps PoE+ ports, 2x1 GbE RJ45, 2x10 GbE SFP+ stacking/uplink-ports, 124 W PoE budget, Layer 3 features (OSPF, VRRP, P.M, PBR)
ICX7150-C102P-2X10GR	Ruckus ICX 7150 Compact Switch, 2x100/1000/2.5/5 Gbps PoE ports, 2x100/1000/2.5 Gbps PoH ports, 6x100/1000/2.5 Gbps PoE+ ports, 2x10G SFP+ stacking/uplink ports, 240W PoE budget, L3 features (OSPF, VRRP, P.M, PBR)
ICX7150-24-2X10G	Ruckus ICX 7150 Switch, 24x10/100/1000 Mbps ports, 2x1 GbE RJ45 uplink-ports, 2x1 GbE SFP and 2x10 GbE SFP+ stacking/uplink-ports upgradable to 4x10 GbE SFP+ with license, basic Layer 3 (static routing and RIP).
ICX7150-24F-2X10G	Ruckus ICX 7150 Switch, 24x1G SFP ports, 2x1G RJ45 uplink-ports, 2x1G SFP and 2x10G SFP+ stacking/uplink ports upgradable to 4x10G SFP+ with license, basic L3 (static routing and RIP).
ICX7150-24P-2X10G	Ruckus ICX 7150 Switch, 24x10/100/1000 Mbps PoE+ ports, 2x1 GbE RJ45 uplink-ports, 2x1 GbE SFP and 2x10 GbE SFP+ stacking/uplink-ports upgradable to 4x10 GbE SFP+ with license, 370 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-48-2X10G	Ruckus ICX 7150 Switch, 48x10/100/1000 Mbps ports, 2x1 GbE RJ45 uplink ports, 2x1 GbE SFP and 2x10 GbE SFP+ stacking/uplink ports upgradable to 4x10 GbE SFP+ with license, basic Layer 3 (static routing and RIP)
ICX7150-48P-2X10G	Ruckus ICX 7150 Switch, 48x10/100/1000 Mbps PoE+ ports, 2x1 GbE RJ45 uplink-ports, 2x1 GbE SFP and 2x10 GbE SFP+ stacking/uplink-ports upgradable to 4x10 GbE SFP+ with license, 370 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-48PF-2X10G	Ruckus ICX 7150 Switch, 48x10/100/1000 Mbps PoE+ ports, 2x1 GbE RJ45 uplink ports, 2x1 GbE SFP and 2x10 GbE SFP+ stacking/uplink-ports upgradable to 4x10 GbE SFP+ with license, 740 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-48ZP-E2X10G	Ruckus ICX 7150 Z-Series Switch, 16x100/1000 Mbps/2.5 Gbps PoH ports, 32x10/100/1000 PoE+ ports, 6x1 GbE SFP uplink ports and 2x10 GbE SFP+ stacking/uplink-ports upgradable to up to 8x10 GbE SFP+ with license, 1x 920 W AC power supply, 1 fan, 740 W PoE budget, base L3 (static routing and RIP)
PART NUMBER	RUCKUS ICX 7150 SWITCHES WITH UP TO 8x10 GbE UPLINKS AND LAYER 3 FEATURES
ICX7150-24-4X10GR	Ruckus ICX 7150 Switch, 24x10/100/1000 Mbps ports, 2x1 GbE RJ45 uplink-ports, 4x10 GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, P.M, PBR)
ICX7150-24F-4X10GR	Ruckus ICX 7150 Switch, 24x1G SFP ports, 2x1G RJ45 uplink-ports and 4x10G SFP+ stacking/uplink-ports, L3 features (OSPF, VRRP, P.M, PBR).
ICX7150-24P-4X10GR	Ruckus ICX 7150 Switch, 24x10/100/1000 Mbps PoE+ ports, 2x1 GbE RJ45 uplink ports, 4x10 GbE SFP+ stacking/uplink ports, 370 W PoE budget, Layer 3 features (OSPF, VRRP, P.M, PBR)
ICX7150-48-4X10GR	Ruckus ICX 7150 Switch, 48x10/100/1000 Mbps ports, 2x1 GbE RJ45 uplink-ports, 4x10 GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, P.M, PBR).
ICX7150-48P-4X10GR	Ruckus ICX 7150 Switch, 48x10/100/1000 Mbps PoE+ ports, 2x1 GbE RJ45 uplink ports, 4x10 GbE SFP+ stacking/uplink-ports, 370 W PoE budget, Layer 3 features (OSPF, VRRP, P.M, PBR)
ICX7150-48PF-4X10GR	Ruckus ICX 7150 Switch, 48x10/100/1000 Mbps PoE+ ports, 2x1 GbE RJ45 uplink ports, 4x10 GbE SFP+ stacking/uplink-ports, 740 W PoE budget, Layer 3 features (OSPF, VRRP, P.M, PBR).
ICX7150-48ZP-E8X10GR	Ruckus ICX 7150 Z-Series Switch, 16x100/1000 Mbps/2.5 Gbps PoH ports, 32x10/100/1000 PoE+ ports, 8x10 GbE SFP+ stacking/uplink ports (max 4 for stacking), 1x920 W AC power supply, 1 fan, 740 W PoE budget, L3 features (OSPF, VRRP, P.M, PBR).



RUCKUS ICX 7150 ORDERING INFORMATION

RUCKUS ICX 7150 SWITCHES WITH THREE-YEAR REMOTE SUPPORT	
PART NUMBER	Please note that three-year remote support can be ordered separately to cover any Ruckus ICX 7150 model.
ICX7150-C06P-2X1G-RMT3	Ruckus ICX 7150 Compact Switch, 8x 10/100/1000 PoE+ ports, 2x 1G SFP uplink-ports, 62W PoE budget, L2 (switch image only not L3 upgradable), stacking not supported, three-year remote support.
ICX7150-C12P-2X10GR-RMT3	Ruckus ICX 7150 Compact Switch, 12x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 10GbE SFP+ stacking/uplink-ports, 124W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-C10ZP-2X10GR-RMT3	Ruckus ICX 7150 Compact Switch, 2x 100/1000/2.5/5/10G PoH ports, 2x 100/1000/2.5G PoH ports, 6x 100/1000/2.5G PoE+ ports, 2x 10G SFP+ stacking/uplink-ports, 240W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-24-4X10GR-RMT3	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-24F-4X10GR-RMT3	Ruckus ICX 7150 Switch, 24x 1G SFP ports, 2x 1G RJ45 uplink-ports and 4x 10G SFP+ stacking/uplink-ports, L3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-24P-4X10GR-RMT3	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, 370W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48-4X10GR-RMT3	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48P-4X10GR-RMT3	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, 370W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48PF-4X10GR-RMT3	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, 740W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48ZP-E8X10GR-RMT3	Ruckus ICX 7150 Z-Series switch, 16x 100/1000 Mbps/2.5 Gbps PoH ports, 32x 10/100/1000 PoE+ ports, 8x 10GbE SFP+ stacking/uplink-ports (max 4 for stacking), 1x 920 W AC power supply, 1 fan, 740W PoE budget, L3 features (OSPF, VRRP, PIM, PBR). Three-year remote support.

TAA-COMPLIANT RUCKUS ICX 7150 SWITCHES	
PART NUMBER	The Ruckus ICX 7150 models with the SERU do not meet the requirements of the Trade Agreements Act (TAA).
ICX7150-C12P-2X10GR-A	Ruckus ICX 7150 Compact Switch, 12x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 10GbE SFP+ stacking/uplink-ports, 124W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-C10ZP-2X10GR-A	Ruckus ICX 7150 Compact Switch, 2x 100/1000/2.5/5/10G PoH ports, 2x 100/1000/2.5G PoH ports, 6x 100/1000/2.5G PoE+ ports, 2x 10G SFP+ stacking/uplink-ports, 240W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-24-4X10GR-A	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-24F-4X10GR-A	Ruckus ICX 7150 Switch, 24x 1G SFP ports, 2x 1G RJ45 uplink-ports and 4x 10G SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-24P-4X10GR-A	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, 370W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-48-4X10GR-A	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-48P-4X10GR-A	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, 370W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-48PF-4X10GR-A	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10GbE SFP+ stacking/uplink-ports, 740W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-48ZP-E8X10GR2-A	Ruckus ICX 7150 Z-Series switch, 16x 100/1000 Mbps/2.5 Gbps PoH ports, 32x 10/100/1000 PoE+ ports, 8x 10GbE SFP+ stacking/uplink-ports (max 4 for stacking), 2x 920 W AC power supply, 2 fans, 1480 W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), TAA compliant.

RUCKUS ICX 7150 ORDERING INFORMATION

PART NUMBER	UPGRADE LICENSES
All Ruckus ICX 7150 switch models with 1 GbE SFP uplink ports can be upgraded to 10 GbE SFP+ ports with a license.	
BR-ICX-7150C-21U210R-P-01	License to upgrade the Ruckus ICX 7150 12 ports compact switches from 2x1 GbE SFP to 2x10 GbE SFP+ stacking/uplink ports. Also includes Layer 3 features (OSPF, VRRP, PIM, PBR).
BP-ICX-7150-41U210-P-01	License to upgrade any Ruckus ICX 7150 24/48 ports except the Z-Series from 4x1 GbE SFP to 2x10 GbE SFP+ stacking/uplink-ports.
BR-ICX-7150-41U410R-P-01	License to upgrade any Ruckus ICX 7150 24/48 ports except the Z-Series from 4x1 GbE SFP to 4x10 GbE SFP+ stacking/uplink ports. Also includes Layer 3 features (OSPF, VRRP, PIM, PBR).
BR-ICX-7150-210U410R-P-01	License to upgrade any Ruckus ICX 7150 24/48 ports except the Z-Series from 2x1 GbE SFP and 2x10 GbE SFP+ to 4x10 GbE SFP+ stacking/uplink-ports. Also includes Layer 3 features (OSPF, VRRP, PIM, PBR).
BR-ICX-7150Z210U810R-P-01	License to upgrade ICX 7150 Z-Series models from 6x1 GbE SFP and 2x10 GbE SFP+ to 8x10 GbE SFP+ stacking/uplink ports (max 4 for stacking). Also includes Layer 3 features (OSPF, VRRP, PIM, PBR).

PART NUMBER	FRUS AND ACCESSORIES
RPS20-E	Ruckus ICX 7150-48ZP 920 W AC hot-swap PoE power supply, front to back airflow (up to 2 per switch). Only applicable to the Z-Series
ICX-FAN11	Ruckus ICX 7150-48ZP hot-swap fan tray (up to 2 per switch). Only applicable to the Z-Series
ICX6400-C12-MGNT	Magnet Mount Kit for Ruckus ICX 7150/6450/6430 12 Port Compact Switches
CC-RJ45-DB9	Console cable RJ45-RJ45 with RJ45 DB9 Adapter (for RJ45 console port on ICX 7150)
CC-USBC-USB	USB 2.0 Cable, Type-C to Type-A, 1 meter (for USB Type-C console port on ICX 7150)
ICX7000-C12-RMK	ICX7150-C12P & ICX7150-C08P Compact Switch Rack Mount Kit
ICX7000-C10ZP-RMK	ICX7150-C10ZP Compact Switch Rack Mount Kit
ICX7000-C12-WMK	ICX7150-C12P & ICX7150-C08P & ICX7150-C10ZP Compact Switch Wall Mount & Under Desk Mount Kit
XBR-R000295	Universal Rack Mount Kit, 4 post FRU
ICX7000-RMK	Rack Mount Kit, 2 post FRU for ICX 7000 series 24/48 port models
RMK-LRM-ADP	Rack Mount Kit for LRM adapters. This 1RU shelf can accommodate up to 8 LRM adapters.

OPTICS	
See Optics Datasheet at www.ruckusnetworks.com/optics	Ruckus offers a unique set of high-performance, reliable, and cost-effective optical transceivers to help enterprises and service providers meet the challenges of diverse network topologies. To ensure maximum quality, Ruckus selects and tests the most reliable, highest performing optical transceivers on the market, and then warrants their availability, capacity, and performance in Ruckus' product* for a specific list of optics supported by each ICX product see the Optics Datasheet at www.ruckusnetworks.com/optics

MANAGEMENT SOFTWARE	
See SmartZone Datasheet at www.ruckusnetworks.com/smartzone	Ruckus SmartZone centralizes management of the entire family of Ruckus switches and wireless Access Points with a single easy-to-deploy management platform. It simplifies network set-up and management, enhances security, streamlines troubleshooting and eases upgrades. SmartZone Network Controllers are available in both appliance and virtual appliance form. For more information, go to www.ruckusnetworks.com/smartzone



ORDERING NOTES

All Ruckus ICX 7150 switches come with an accessory kit that includes a rubber foot kit, power cord clip, rack mount kit (for 24/48 ports model), RJ-45 console cable and US AC power cord. Stacking cables, USB console cables, compact switch rack mount kit, and optics need to be ordered separately.

All Ruckus ICX 7150 switch models with 1 GbE SFP uplink ports can be upgraded to 10 GbE SFP+ ports with a license except for the ICX 7150-C08P.

Standard Ruckus ICX 7150 1 RU Switch models can be ordered configured with either 4x1 GbE SFP, 2x1 GbE SFP, and 2x10 GbE SFP+, or 4x10 GbE SFP+ uplinks.

The Ruckus ICX7150-C12P compact switch can be ordered configured with either 2x1 GbE SFP or 2x10 GbE SFP+ uplinks.

The Ruckus ICX7150-48ZP switch can be ordered configured with 2x10 GbE SFP+ uplinks and 6x1 GbE SFP, or 8x10 GbE SFP+ uplinks.

Upgrade licenses are available to upgrade standard Ruckus ICX 7150 1 RU switches to either 2x1 GbE SFP and 2x10 GbE SFP+ or to 4x10 GbE SFP+, the Ruckus ICX 7150 compact switch to 2x10 GbE SFP+, and the Ruckus ICX7150-48ZP switch to 8x10 GbE SFP+.

Ruckus ICX 7150 Switches with 4x10 GbE SFP+ and 8x10 GbE SFP+ (2x10 GbE SFP+ for the compact switch) include a license to enable Layer 3 features (OSPF, VRRP, PIM, PBR).

Special SKUs have been created to enable customers to order specific Ruckus ICX 7150 models with three-year remote support included. Please note that additional years of remote support can always be ordered separately to cover any Ruckus ICX 7150 model. Contact Ruckus or channel partner representative for details about Ruckus support options and support part numbers.

For your convenience, a fully loaded ICX 7150-48ZP model with dual power supplies and 8x10 GbE ports bundle has been created. It comes with factory installed power supplies, fans and 8x10 GbE port licenses.

WARRANTY

Ruckus ICX 7150 Switches are covered by the Ruckus Assurance Limited Lifetime Warranty. For details, visit www.ruckusnetworks.com/warranty.

BEST-IN-CLASS SUPPORT

Ruckus ICX 7150 switches are supported by next-business-day advance replacement where available, as well as software defect repairs and maintenance updates. 90 days remote support is included with the product purchase. Many on-site and remote support options are available and can be purchased bundled with the product or separately.

LEGAL DISCLAIMER

Product features, functionality and specifications may change or be discontinued without notice. Nothing in this document shall be deemed to create a warranty of any kind, either express or implied, statutory or otherwise, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, non-infringement of third-party rights or availability with respect to any products and services.

Refer to www.ruckusnetworks.com for the latest version of this document.

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WIFI EQUIPMENT

T310 SERIES

Outdoor 802.11ac Wave 2 Dual-Band Wi-Fi Access Point



DATA SHEET



BENEFITS

SIMPLICITY

Ruckus' Outdoor APs make Wi-Fi deployments extremely simple to deploy with one-touch technologies like SmartMesh™

STUNNING WI-FI PERFORMANCE

Extends coverage with patented BeamFlex+™ adaptive antenna technology while mitigating interference by utilizing up to 64 directional antenna patterns.

GREAT OUTDOOR WI-FI

Experience high performance outdoor 802.11ac Wave 2 Wi-Fi with IP-67 weather proofing

MULTIPLE MANAGEMENT OPTIONS

Manage the T310 Series with physical or virtual controller appliances.

SERVE MORE DEVICES

Connect more devices simultaneously with two MU-MIMO spatial streams and concurrent dual-band 2.4/5GHz radios while also enhancing non-Wave 2 device performance.

AUTOMATE OPTIMAL THROUGHPUT

ChannelFiy™ dynamic channel technology uses machine learning to automatically find the least congested channels. You always get the highest throughput the band can support.

MORE THAN WI-FI

Support services beyond Wi-Fi with Ruckus IoT Suite, CloudPath security and onboarding software, 5PoT Wi-Fi locationing engine, and 5Q network analytics.

Modern Wi-Fi device users expect reliable connectivity—anywhere, anytime. But in crowded outdoor venues with thousands of users and constant RF noise, they are often frustrated by poor coverage, dropped connections, and reduced data rates. These aggravating Wi-Fi experiences can easily translate to negative perceptions of the venue and the service provider, resulting in loss of business. The quality of the network experience becomes the "litmus test" for acceptance or rejection.

As the market leader in outdoor Wi-Fi deployments, Ruckus knows that one AP solution cannot meet every possible challenge of varied and complex outdoor requirements. This is why the Ruckus T310 802.11ac Wave 2 series is designed with more variety than any other outdoor AP in the market today. Available with either internal omni-directional antennas or internal high-gain directional antenna models, the T310 Series uses patented Ruckus antenna optimization and interference mitigation technologies to improve throughput, connection reliability, and deliver industry-leading 802.11ac Wave 2 performance to every connected client. At the same time, the T310 Series is designed for fast simple installation on with an ultra-lightweight, low profile, IP-67 rated enclosure that can stand up to the most challenging outdoor environments.

At Ruckus, we know that outdoor AP deployments are especially challenging for installation and maintenance, which is why Ruckus outdoor APs use a variety of technologies, like SmartMesh that help simplify outdoor AP deployment.

The Ruckus T310 Series is perfect for high-density outdoor public venues such as airports, convention centers, plazas, malls, smart cities, and other dense urban environments. By providing a superior Wi-Fi experience to every user in high-density outdoor locations, venue operators can improve guest satisfaction and loyalty, deliver new kinds of wireless application services, and increase revenues.

The Ruckus T310 Series incorporates patented technologies found only in the Ruckus Wi-Fi portfolio.

- Extended coverage with patented BeamFlex+™ utilizing multi-directional antenna patterns
- Improve throughput with ChannelFiy, which dynamically finds less congested Wi-Fi channels to use.

Whether you're deploying ten or ten thousand APs, the T310 Series is easy to manage through Ruckus' appliance and virtual management options

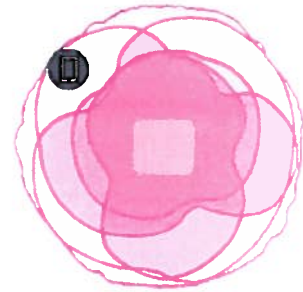
ACCESS POINT ANTENNA PATTERN

Ruckus' BeamFlex+ adaptive antennas allow the T310 AP to dynamically choose among a host of antenna patterns (up to 64 possible combinations) in real-time to establish the best possible connection with every device. This leads to:

- Better Wi-Fi coverage
- Reduced RF interference

Traditional omni-directional antennas, found in generic access points, oversaturate the environment by needlessly radiating RF signals in all directions. In contrast, the Ruckus BeamFlex+ adaptive antenna directs the radio signals per-device on a packet-by-packet basis to optimize Wi-Fi coverage and capacity in real-time to support high device density environments. BeamFlex+ operates without the need for device feedback and hence can benefit even devices using legacy standards.

Figure 1. Example of BeamFlex+ pattern.



Client
 Composite Pattern
 BeamFlex+ Pattern

Figure 2. T310d 2.4GHz Azimuth Antenna Patterns



Figure 3. T310d 5GHz Azimuth Antenna Patterns

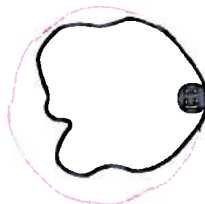


Figure 4. T310d 2.4GHz Elevation Antenna Pattern



Figure 5. T310d 5GHz Elevation Antenna Patterns



Note: The outer trace represents the composite RF footprint of all possible BeamFlex+ antenna patterns, while the inner trace represents one BeamFlex+ antenna pattern within the composite outer trace.

T310 SERIES

Outdoor 802.11ac Wave 2 2x2+2x2 Wi-Fi Access Point

DATA SHEET

Wi-Fi	
Wi-Fi Standards	IEEE 802.11a/b/g/n/ac Wave 2
Supported Rates	802.11ac: 6.5 to 867 Mbps (MCS0 to MCS9, NSS = 2 for VHT20/40/80) 802.11n: 6.5 Mbps to 300Mbps (MCS0 to MCS15) 802.11a/g: 54, 48, 36, 24, 18, 12, 9, 6Mbps 802.11b: 11, 5.5, 2 and 1 Mbps
Supported Channels	2.4GHz: 1-13 5GHz: 36-64, 100-144, 149-165
MIMO	2x2 SU-MIMO 2x2 MU-MIMO
Spatial Streams	2 SU-MIMO 2 MU-MIMO
Radio Chains and Streams	2x2:2
Channelization	20, 40, 80MHz
Security	WPA-PSK, WPA-TKIP, WPA2 AES, 802.11i, Dynamic PSK WIPS/WIDS WMM, Power Save, Tx Beamforming, TDLS, STBC, 802.11r/k/v
Other Wi-Fi Features	Hotspot, Ho-spot, LD Captive Portal WISPr

5GHz RECEIVE SENSITIVITY							
VHT20		VHT40		VHT80			
MCS0	MCS7	MCS0	MCS7	MCS0	MCS7	MCS0	MCS7
-96	-77	-93	-74	-69	90	-71	-66

2.4GHz TX POWER TARGET	
Rate	Power (dBm)
MCS0 HT20	23
MCS7 HT20	18
MCS0 HT40	23
MCS7 HT40	18

5GHz TX POWER TARGET	
Rate	Power (dBm)
MCS0 VHT20	24
MCS7 VHT20	20
MCS0 VHT40, VHT80	23
MCS7 VHT40, VHT80	20
MCS0 VHT40, VHT80	18

RT	T310c	T310d	T310s	T310n
Antenna Type	BeamFlex+ (directional antenna with polarization diversity)			
Antenna Gain (max)	Up to 3dBi	Up to 9dBi	Up to 9dBi	Up to 13 dBi
Peak Transmit Power (Aggregate across MIMO channels)	2.4GHz: 337mW 5GHz: 24dBm	2.4GHz: 24dBm	2.4GHz: 24dBm	2.4GHz: 24dBm 5GHz: 17dBm
BeamFlex+ SINR Transmit Power Gain*	Up to 6 dB			
BeamFlex+ SINR Receive Power Gain*	Up to 4 dB			
Minimum Receive Sensitivity¹	-101dBm			
Frequency Bands	ISM 4.2-4.84GHz UNII-1 5.15-5.25GHz UNII-2A 5.25-5.35GHz UNII-2C 5.47-5.72 GHz UNII-3 5.725-5.85GHz			

2.4GHz RECEIVE SENSITIVITY			
HT20		HT40	
MCS0	MCS7	MCS0	MCS7
-95	-78	-92	-76

PERFORMANCE AND CAPACITY	
Peak PHY Rates	2.4GHz: 300Mbps 5GHz: 867Mbps
Client Capacity	Up to 512 clients per AP
SSID	Up to 31 per AP

RUCKUS RADIO MANAGEMENT	
Antenna Optimization	BeamFlex+ Polarization Flexibility with Multi-Beam Combining (PUMBL)
Wi-Fi Channel Management	ChannelFly Background Scan Based Adaptive Band Balancing
Client Density Management	Client Load Balancing Airtime Fairness Airtime Based WLAN Prioritization
SmartCast Quality of Service	QoS-based scheduling Directed Multicast L2/L3/L4 ACLs
Mobility	Smooth Roam
Diagnostic Tools	Spectrum Analysis SpeedFlex

* BeamFlex gains are based on system level. Theoretical maximum SINR based on all antennas in the system. Actual SINR will vary based on multiple APs and many other factors.
¹ Receive sensitivity varies by channel width and MIMO rate.



T310 SERIES

Outdoor 802.11ac Wave 2 2x2+2 Wi-Fi Access Point

DATA SHEET

NETWORKING

Controller Platform Support	<ul style="list-style-type: none"> SmartZone ZoneDirector Standalone
Mesh	SmartMesh™ wireless meshing technology. Self-healing Mesh
IP	IPv4, IPv6
VLAN	<ul style="list-style-type: none"> 802.1Q (1 per BSSID or dynamic per use based on RADIUS) VLAN Pooling Port-based
802.1x	Authentication & Supplicant
Tunnel	L2TP, GRE, soft-GRE
Policy Management Tools	<ul style="list-style-type: none"> Application Recognition and Control Access Control Lists Device Fingerprinting Rate Limiting
IoT Capable	Yes

PHYSICAL INTERFACES

	T310c	T310d	T310s	T310n
Ethernet	1 x 1GbE port, RJ-45			
USB	—	1 USB 2.0 port, Type A		
DC Power	—	1 2V DC Terminal Block (8V - 20V)		

PHYSICAL CHARACTERISTICS

	T310c	T310d	T310s	T310n
Physical Size	181(L) x 141(W) x 79(H) mm	261(L) x 209(W) x 103(H) mm	102(L) x 121(W) x 41(H) mm	102(L) x 121(W) x 41(H) mm
Weight	1kg (2.1lbs)	1.65kg (3.6lbs)		
Ingress Protection	IP 67			
Mounting	Wall, Drop ceiling, Desk	Pole Mount Diameter: 1" to 2.5"		
Operating Temperature	0°C (32°F) to 65°C (149°F)	0°C (32°F) to 5°C (41°F)		
Operating Humidity	Up to 95%, non-condensing			
Wind Survivability	Up to 266km/h (165 mph)			

POWER²

	T310c	T310d	T310s	T310n
Power Supply	Max Power Consumption (includes USB power)			
802.3af/at (PoE)	7.92W	11.85W	11.86W	11.86W
DC	—	11.1W	12.11W	7W

CERTIFICATIONS AND COMPLIANCE

Wi-Fi Alliance³	<ul style="list-style-type: none"> Wi-Fi CERTIFIED 8 a b g n ac Passpoint Vantage EN 60950-1 Safety EN 60601-1-2 Medical EN 61000-4-2/3/5 Immunity EN 50121-1 Railway EMC
Standards Compliance⁴	<ul style="list-style-type: none"> EN 50121-4 Railway Immunity IEC 61373 Railway Shock & Vibration UL 2043 Penum EN 62311 Human Safety/RF Exposure WEEE & RoHS ISTA 2A Transportation

SOFTWARE AND SERVICES

Location Based Services	Sfot
Network Analytics	SmartCell insight (SCI)
Security and Policy	Cloudpath

MODEL FEATURE DIFFERENCES

Model	Antenna	Low Temp	USB	DC Power
T310c	Omni	-40°C	N	N
T310d	Omni	-40°C	Y	Y
T310n	Narrow Sector (30°)	-40°C	Y	Y
T310s	Sector (120°)	-40°C	Y	Y

ORDERING INFORMATION

	T310 OUTDOOR APs
901-T310-10C20	T310c, omni, outdoor access point, 802.11ac Wave 2 2x2+2 internal BeamFlex+ dual band concurrent. One Ethernet port, PoE input, 0°C to 65°C Operating Temperature. Includes mounting bracket and one year warranty. Does not include PoE injector.
901-T310-10D40	T310d, omni, outdoor access point, 802.11ac Wave 2 2x2+2 internal BeamFlex+ dual band concurrent. One Ethernet port, PoE input, DC input and USB port. -40°C to 65°C Operating Temperature. Includes mounting bracket and one year warranty. Does not include PoE injector.
901-T310-10S1	T310s, 120x30 deg, Outdoor 802.11ac Wave 2 2x2+2 20 degree sector dual band concurrent access point. One Ethernet port, PoE input, DC input and USB port. -40°C to 65°C Operating Temperature. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector.
901-T310-10N1	T310n, 30x30 deg, Outdoor 802.11ac Wave 2 2x2+2 narrow beam, dual band concurrent access point. One Ethernet port, PoE input, DC input and USB port. -40°C to 65°C Operating Temperature. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector.

See Ruckus price list for country specific ordering information.
 Warranty: Sold with a limited one year warranty.
 For details see <http://support.ruckus.com/warranty>

¹ Max power varies by country, antenna, band, and MCS rate.
² For complete list of WPA certifications, please see Wi-Fi Alliance website.
⁴ For current certification status, please see price list.

T310 SERIES

Outdoor 802.11ac Wave 2 2x2:2 Wt Fit Access Point

DATA SHEET

OPTIONAL ACCESSORIES

- 902-0162-XXYY** PoE injector (24W) (Sold in quantities of 1, 10 or 100)
- 902-0125-0000** Secure articulating mounting bracket
- 902-0127-0000** Extended Cap to accommodate up to 6 cm long USB dongle
- 902-1121-0000** Spare weatherizing cable gland with option of one hole or 2 hole connection

PLEASE NOTE: When ordering outdoor APs, you must specify the destination region by indicating US, WW or Z2 instead of -X. When ordering PoE injectors or power supplies, you must specify the destination region by indicating -US, -EU, -AU, -BR, -CN, -IN, -JP, -KR, -SA, -UK or UN instead of -XX.
For access points, -Z2 applies to the following countries: Algeria, Egypt, Israel, Morocco, Tunisia, and Vietnam.

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4000 Laguna Station, San Jose, CA 95134

www.ruckusnetworks.com

1907-10

ADVERTISING OPTIONS



solution brief

Purple WiFi

The Leader in Social WiFi

Introduction

Purple WiFi is a hotspot WiFi solution that is also a powerful marketing tool. It helps brick-and-mortar stores increase business and improve customer loyalty via sophisticated yet easy to use customer analytics and campaign management tools. Working with Ruckus Smart WiFi and Ruckus Smart Positioning Technology (SPoT™), Purple WiFi can also leverage detailed location data to enhance customer insight and allow much finer targeting of customer marketing campaigns.

Purple WiFi is a powerful and secure platform, with features such as social login, enhanced social media interaction, family friendly content filtering and real time insight and analytics. It allows login via Facebook, Twitter etc. or any short form that can expand your social network presence quickly. It also captures customer data, including opt-in email addresses, allowing venues to quickly build up valuable marketing lists of people who have actually been in their store, restaurant or venue.

Purple WiFi

solution



Purple WiFi is deployed on top of Ruckus Smart WiFi infrastructure to offer a fully branded service including customized login and landing page. Brands can also have 'super user' administrator control of all regional stores.

Retail, leisure, hospitality, public sector, education, healthcare, travel and transport venues can link social login information with location and presence data to give an unrivalled level of customer insight. Marketing messages and social engagement posts can be triggered from the Purple WiFi platform based on demographic data or behavior in the venue.

Purple WiFi gives control back to the venues by allowing them to brand their own WiFi pages where other WiFi providers control that branding and data collected. Many companies are also willing to pay for sophisticated email management and

sending platforms. Purple WiFi has created a tool that allows you to send emails or SMS to your customers - tailored to their demographic and/or behavior. The Purple WiFi reporting engine provides detailed analytics for venues or stores. With Purple WiFi enterprises can find out who is visiting, how long they stay, how often they return, and capture detailed demographic data via social log. According to Purple WiFi research, over 50% of people that connect via social login post messages about a brand while online. Venues can tailor posts according to the store and current offers. These posts reach each users' social network.

Together, Purple WiFi and Ruckus offer a complete, scalable and easy to manage solution that can be deployed anywhere from a neighborhood restaurant to a large stadium to a nationwide network of retail stores.

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www.ruckuswireless.com

ATTACHMENT C

Splice – South Gate / Tweedy Mile Site Survey Summary



Preface

Confidentiality Statement

The information contained in this document is confidential and proprietary to Splice Communications Inc., (Splice). Splice submits this information with the understanding that **BACO Realty Corporation (BACO)** will hold it in strict confidence. The contents are not to be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Splice's qualifications or participation in the scope of work identified within this document.

Disclaimer

The obligation of the parties to perform the effort identified in this document is subject to the execution of a written agreement between the parties.

Contacts

Any questions concerning this document can be addressed to:

Kyle Jones

T 650 577 2342

kjones@splicetelecom.com

Company Profile

Corporation Name and Address

Splice Communications Inc.
2225 East Bayshore Road, #200
Palo Alto, CA. 94303
<http://www.splicens.com/>

Type of Entity: Private Corporation (C-Corporation)

State of Incorporation: California

Date Founded: 2002

Company Size: 250 direct and contract employees

Primary Industries Served: Splice currently serves a wide range of customers that spreads across several industries and verticals. We have found particular success in the healthcare, retail and manufacturing markets.

Splice has been providing Help Desk, Infrastructure Monitoring and Telecom Carrier Management services for over 16 years. What differentiates Splice from other providers, is the scope and geographic service reach we offer to and for our clients. Most Managed Services providers (MSPs) are geographically regional and limited in terms of their abilities to provide services. While they are limited to specific metro areas of service, Splice has the capability and infrastructure to be able to provide its services to national/global companies with multiple locations. Another key differentiator is our ability to empower the employee end users to initiate Help Desk requests and to receive assistance immediately (2 minutes or less). Other providers or internal IT organizations require a waiting period of hours to days after a request for service is submitted.

Over 85% of all client service requests by our technicians are resolved in the first engagement and usually in less than 18 minutes. Our team of over 250 technicians are staffed to manage high volumes of requests 24 x 7 x 365, which provides relief for the end users and for our clients' IT team, so they can focus on higher priority projects and initiatives. Our Infrastructure and Telecom Carrier Management services empower IT Teams, and office managers to delegate extremely time intensive implementation and resolution tasks to our team with a greater level of efficiency and urgency, resulting in dramatically reduced "down time". Our robust, combined service offering is unique in the market and provides our clients with the peace of mind to delegate a wide level of daily IT tasks to our team.

Our customer retention rate is over 98% with most customers extending an average 24-month contract to an additional 24-36 months.

Splice has been recognized by Inc 500 as one of the Fastest Growing Private Companies in the U.S.

SOUTHGATE TWEEDY MILE SITE SURVEY SUMMARY

A site survey was conducted at Tweedy Mile on the week of September 22, 2019 for the purposes of improving the City of SouthGate's wide area network reach. Tweedy Mile has a large number of light poles with power and mounting locations which could facilitate the mounting of backhaul and WIFI equipment. There are also several points of internet available throughout Tweedy Mile, and nearby locations which could be extended via underground fiber (if present) or by utilizing Microwave Wireless Equipment.

We recommend Meraki's series of firewall options to ensure high reliability with granular visibility and history in the network thereby allowing a simplified management approach under one pane of glass.

Backhaul to each light pole/ mounting location can be accomplished via a Microwave Point to MultiPoint System and also utilizing the Ruckus Wireless Mesh in certain instances. For the Point to MultiPoint System we highly recommend avoiding unlicensed WIFI bands to prevent interference. We recommend Siklu's MultiHaul Series of Backhaul Equipment as it utilizes the 60GHz band to deliver reliable high secure bandwidth to the endpoints. A lower cost alternative that may also be a good fit is IgniteNet's MetroLinq product as it also utilizes the 60GHz band for backhaul delivery.

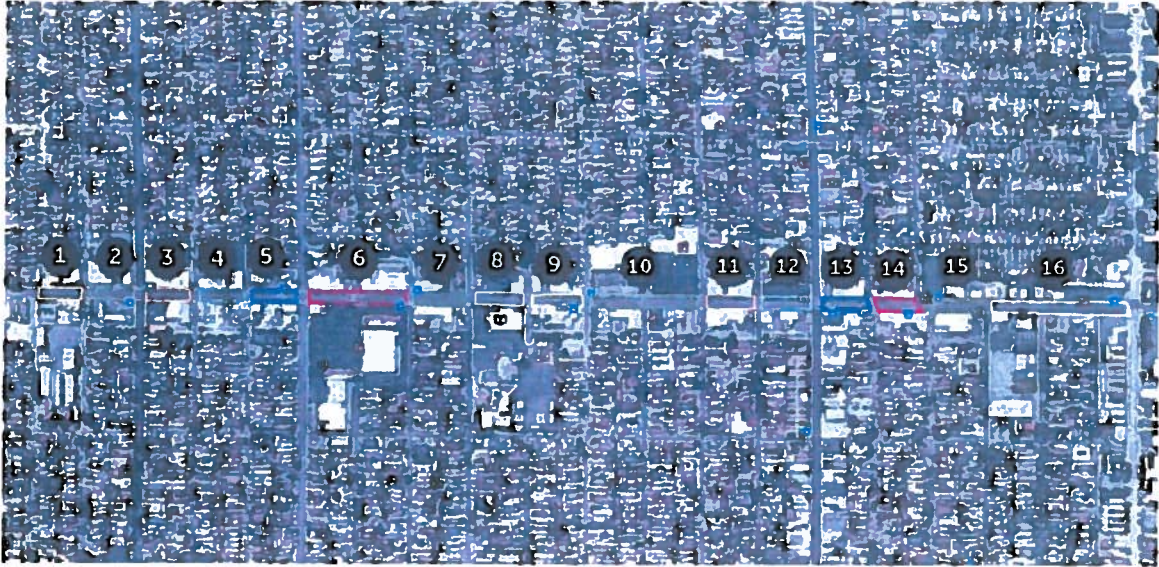
We highly recommend Ruckus Wireless series of products as the beamforming nature of the carrier grade antennas and radios allow the reach of the WIFI to extend beyond traditional approaches and therefore reduce costs and equipment requirements for Tweedy Mile. Management of the switching equipment and WIFI equipment can all be done under the Ruckus SmartZone Management Appliance. Distribution of the WIFI can be managed by the SmartZone Management Appliance, or for advertising and monetization Purple WIFI can be Added accordingly. Through this system the end users would enjoy a seamless WIFI experience throughout the in-scope areas.

Based on our Google KMZ Survey Data we have engineered a new optimum WIFI Design with key placement in areas that will maximize WIFI reach and performance for your end users. Based on the design we preliminarily expect the following quantities of equipment required for SouthGate Park:

Device Type	Quantity
FIREWALL	2
CORE SWITCH	1
SWITCHING + WIFI MANAGEMENT APPLIANCE	2
SECTORIZED PTMP BASESTATIONS	8
PTMP CPE END POINTS	28
REMOTE SWITCHES	28

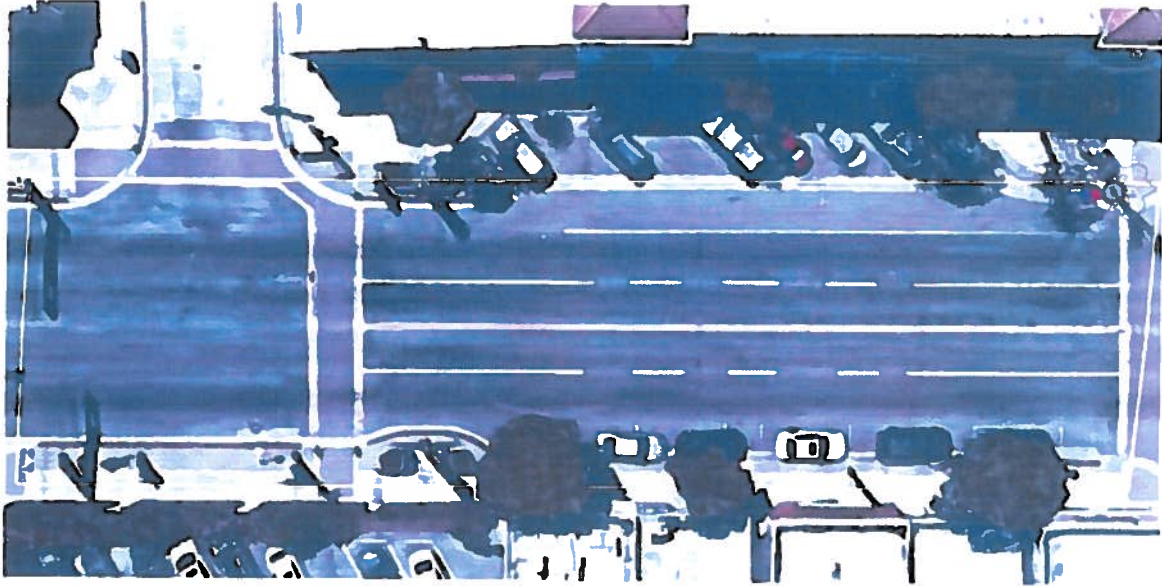
ACCESS POINTS	28
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Mounting Location Options Google KMZ Data (HD Resolution and KMZ Data are available upon request) Sector Configuration

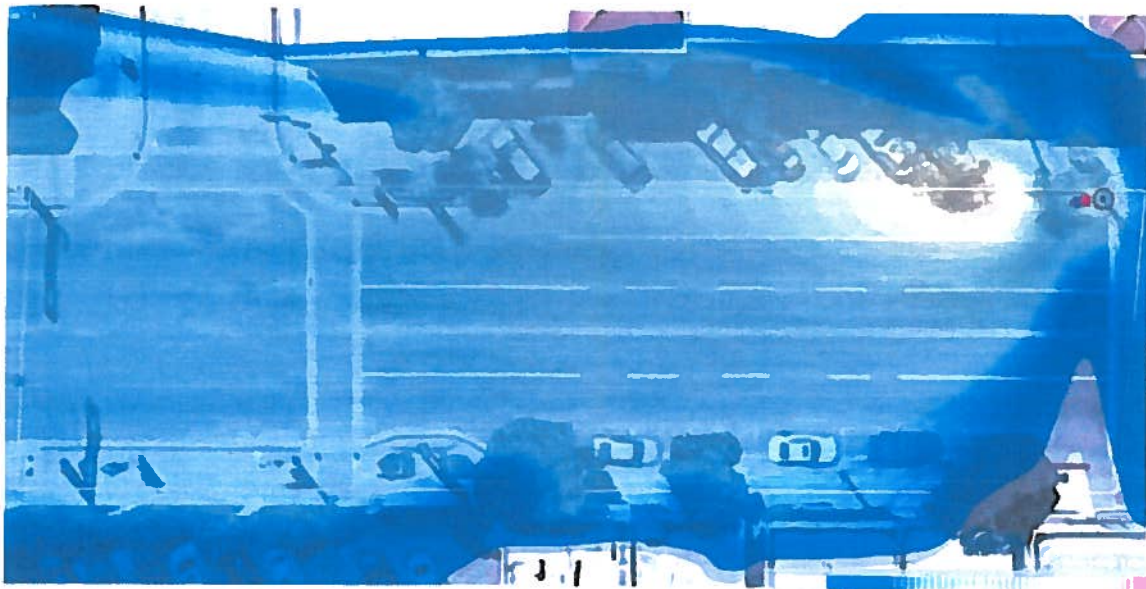


EKAHAU WIFI DESIGN utilizing Ruckus Wireless T310 Series Access Points

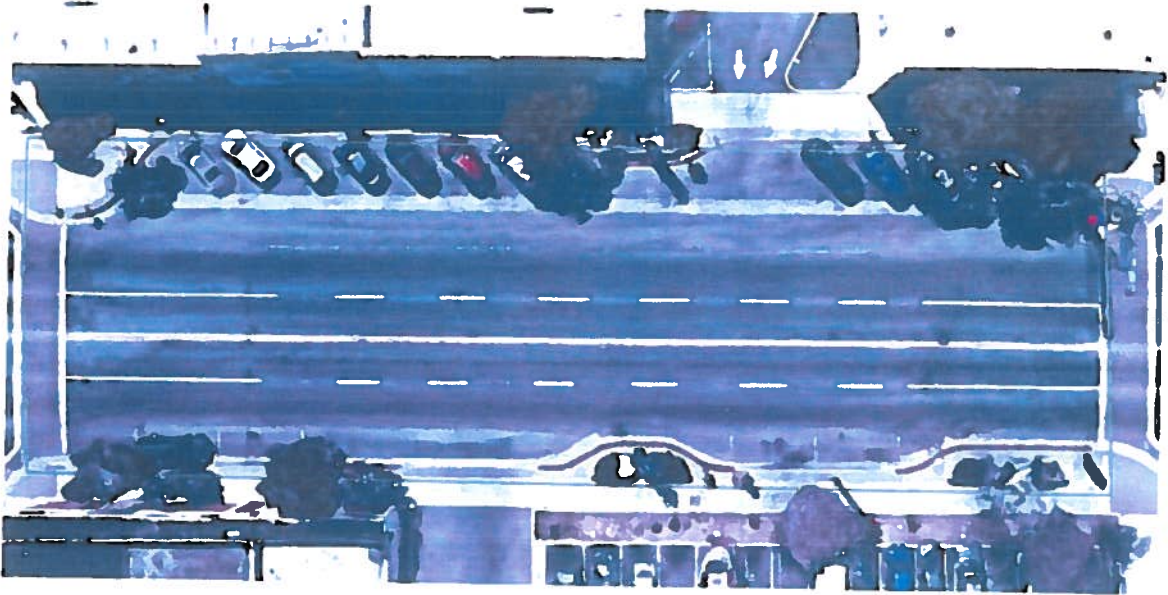
Sector 1



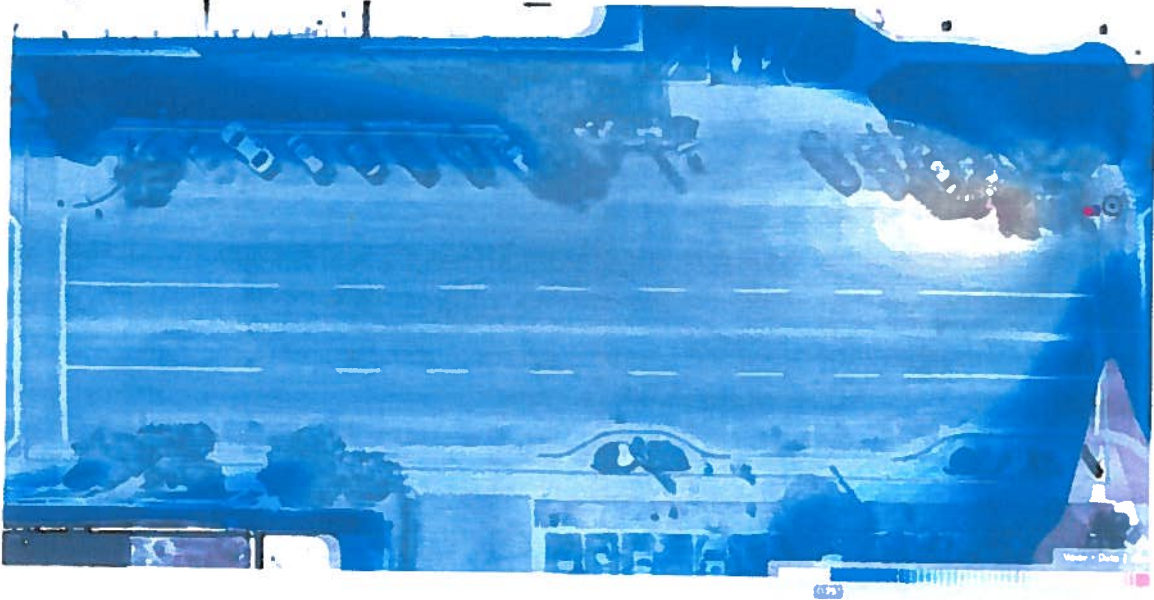
5GHz RSSI Prediction



Sector 2



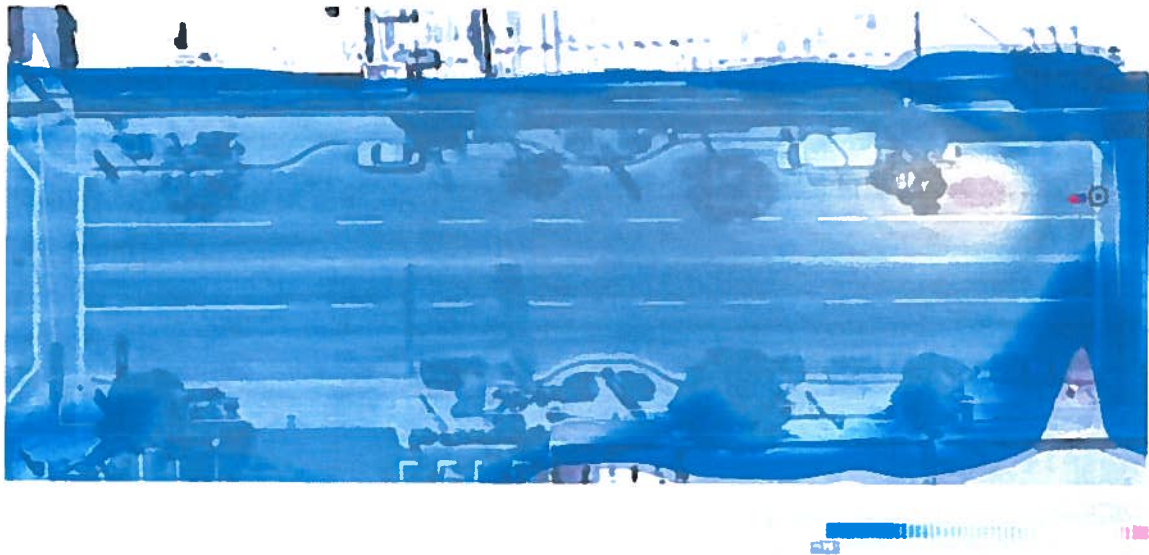
5GHz RSSI Prediction



Sector 3



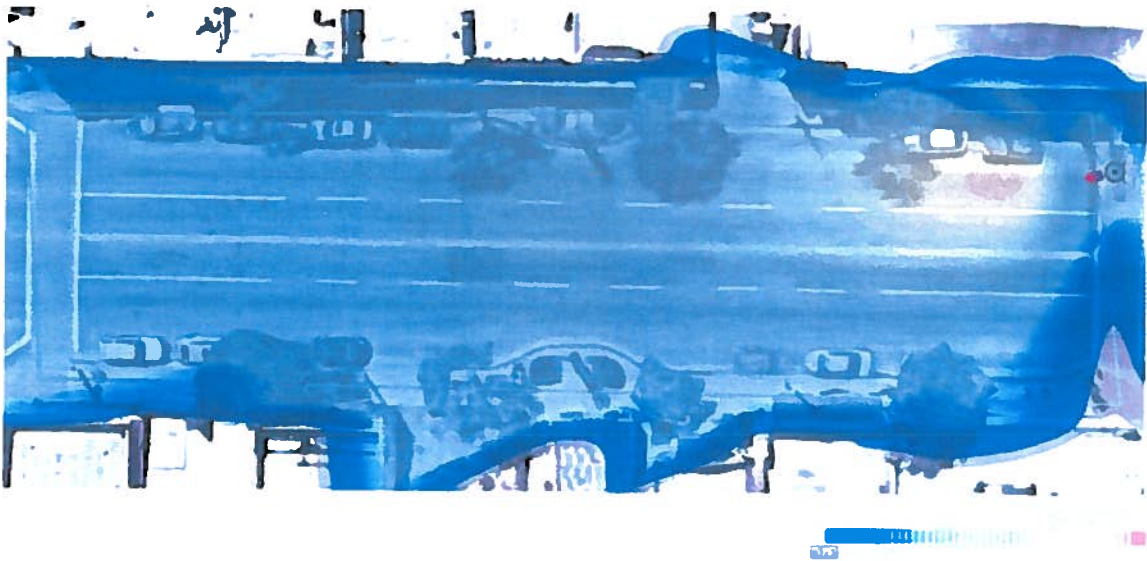
5GHz RSSI Prediction



Sector 4



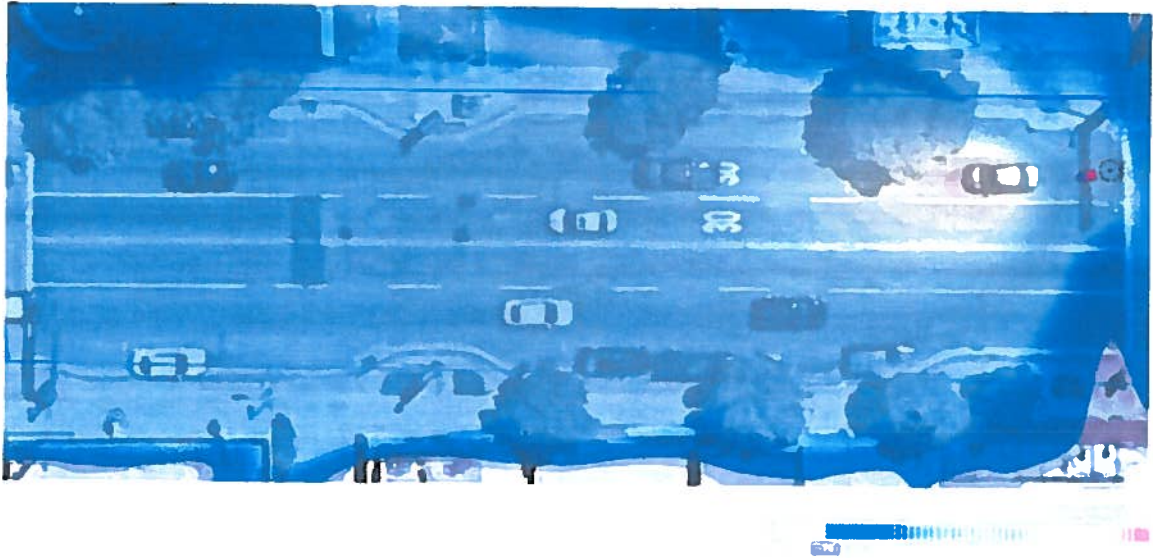
5GHz RSSI Prediction



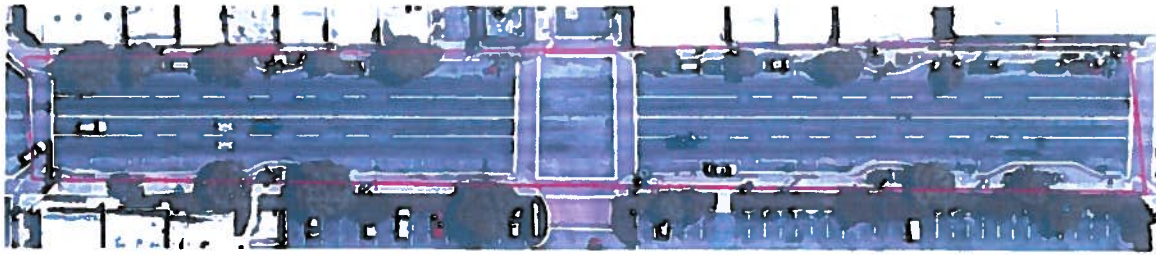
Sector 5



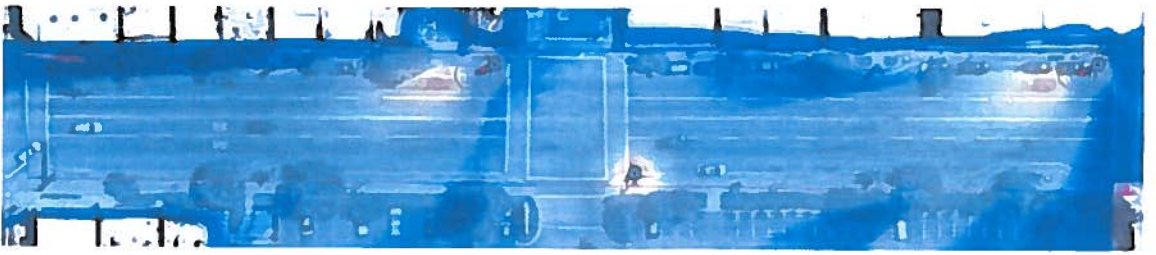
5GHz RSSI Prediction



Sector 6



5GHz RSSI Prediction



Sector 7



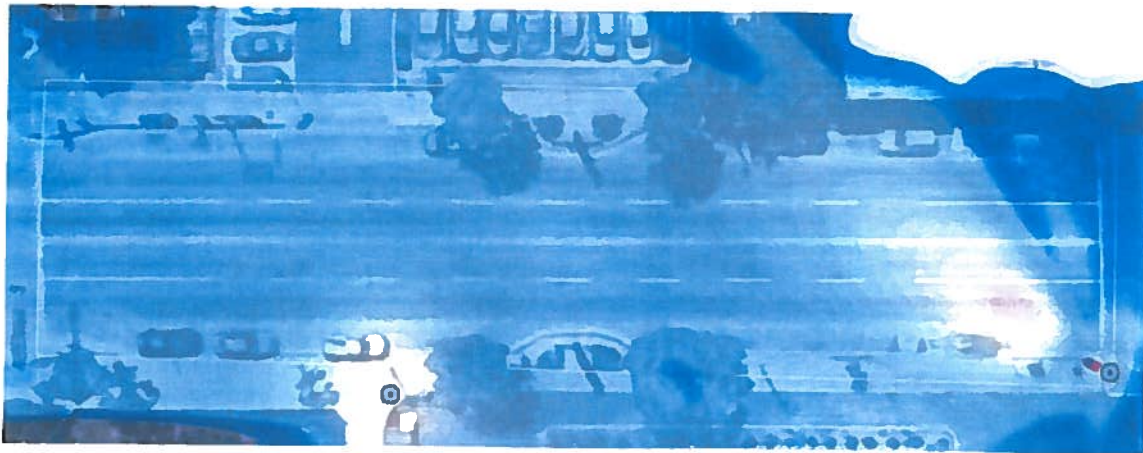
5GHz RSSI Prediction



Sector 8



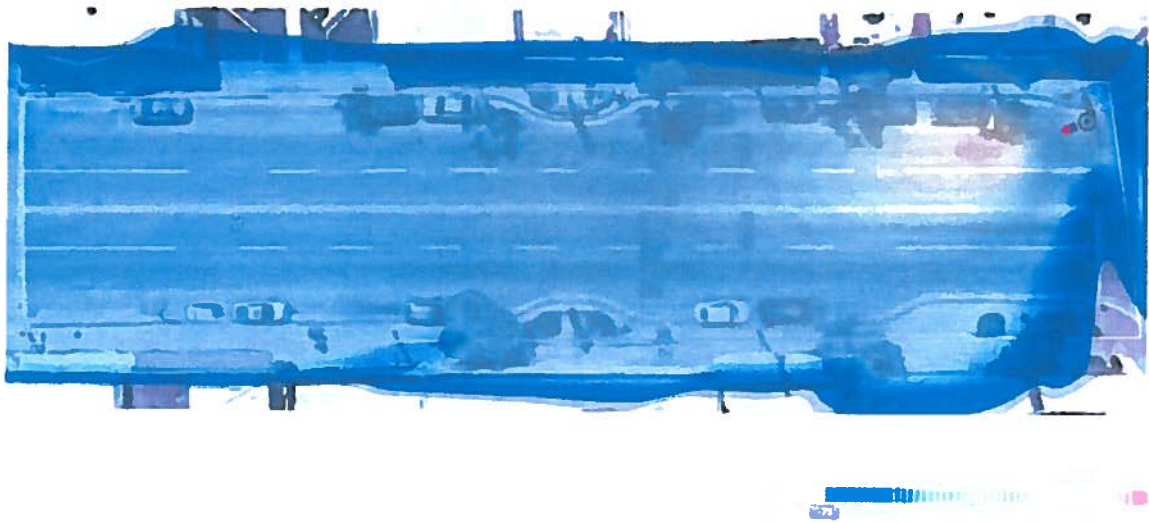
5GHz RSSI Prediction



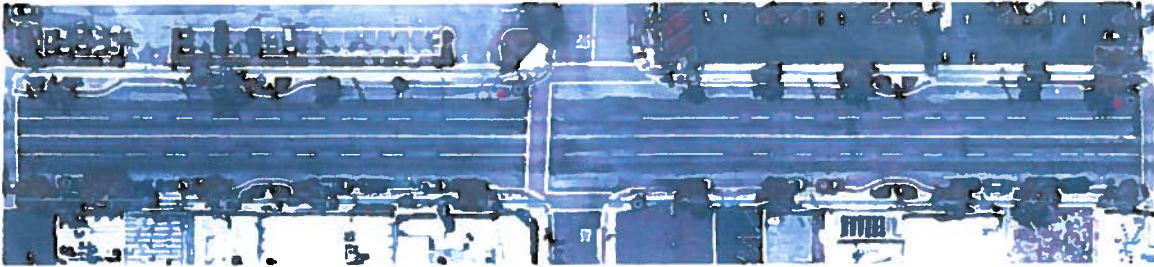
Sector 9



5GHz RSSI Prediction



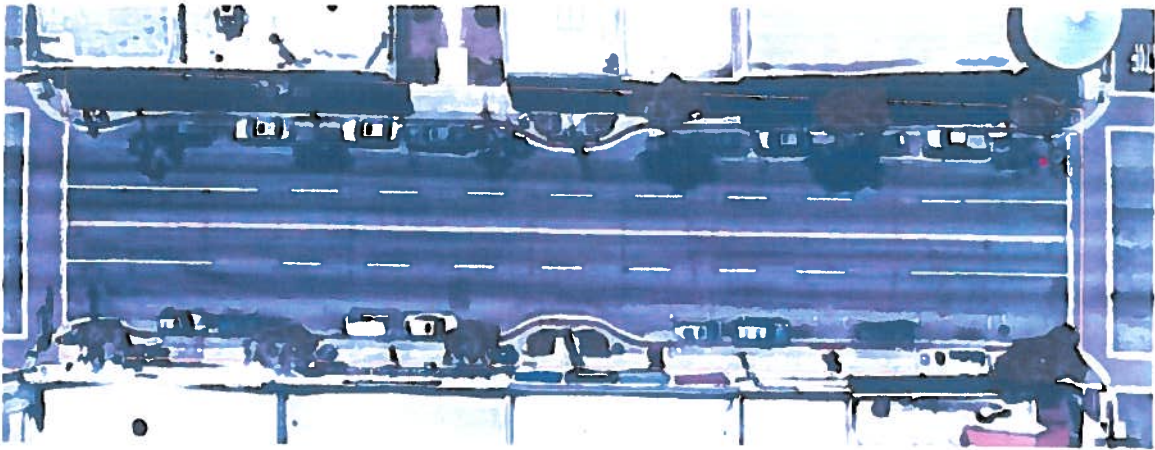
Sector 10



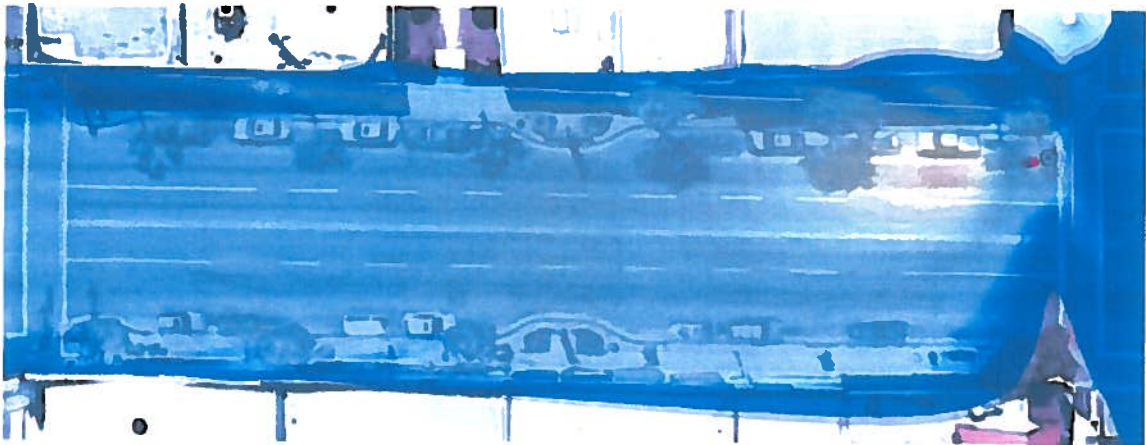
5GHz RSSI Prediction



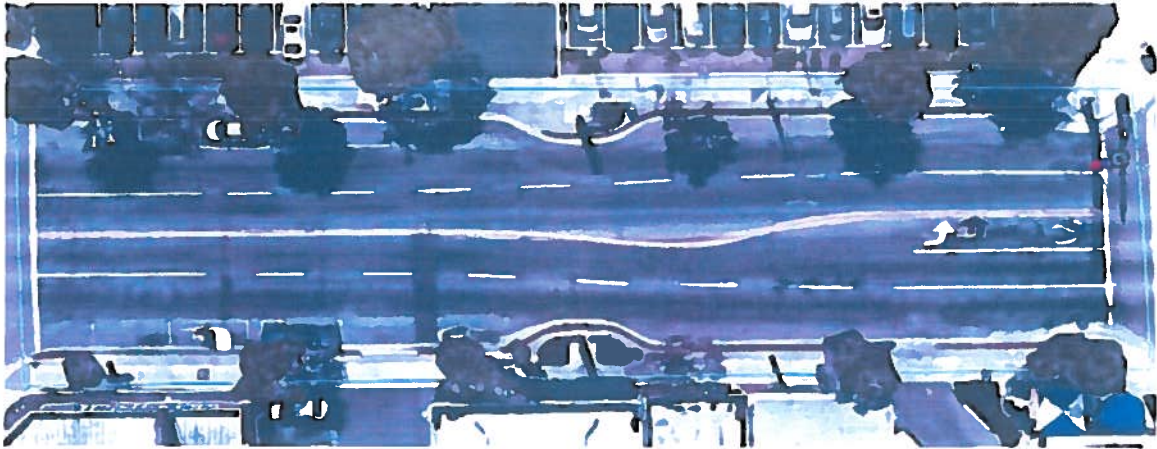
Sector 11



5GHz RSSI Prediction



Sector 12



5GHz RSSI Prediction



Sector 13



5GHz RSSI Prediction



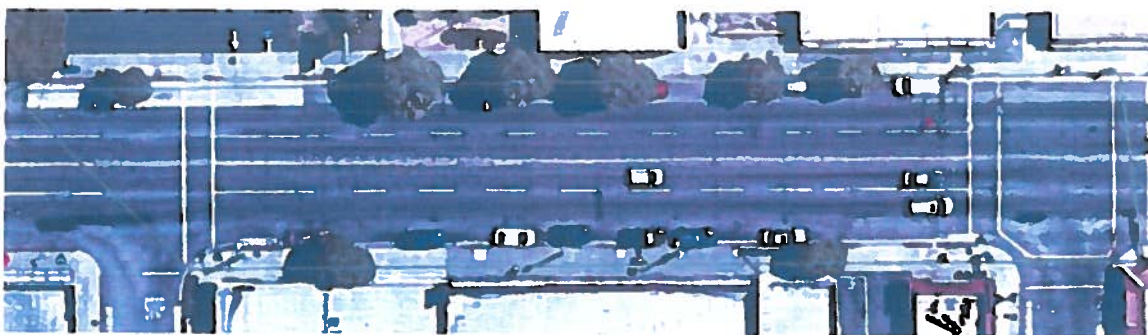
Sector 14



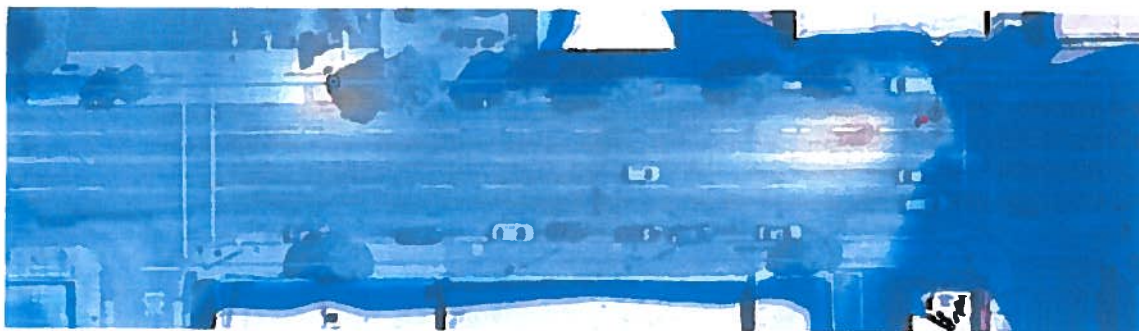
5GHz RSSI Prediction



Sector 15



5GHz RSSI Prediction



Sector 16



5GHz RSSI Prediction



Firewall Options



The Cisco Meraki logo is displayed on a blue background. It features the Cisco logo (a stylized bridge) to the left of the word "Meraki".

MX Sizing Guide

SEPTEMBER 2018

This document provides information on how to size your Meraki MX firewall for your environment. It includes information on how to determine the number of users, devices, and applications that will be using the firewall, and how to determine the appropriate MX model for your environment.

Overview

Cisco Meraki MX Security Appliances are Unified Threat Management (UTM) products. UTM products offer multiple security features in a simple-to-deploy, consolidated form factor. Given the number of security features that can be deployed in any given MX device performance will vary depending on the use case. Choosing the right MX depends on the use case and the deployment characteristics.

This technical guide is designed to help answer the following questions:

- How do I decide which MX model I need?
- Which features should I turn on?
- How do MX models compare against the competition?

Choosing the right hardware

Cisco Meraki MX products come in 8 product families. The chart below outlines MX hardware properties available under each family.

	MX64(W)	MX65(W)	MX67(W/C)	MX68(W/C/W)	MX75(W)	MX76(W)	MX77(W)	MX78(W)
Dual Wan Links	✓	✓	✓	✓	✓	✓	✓	✓
3G / 4G Failover	✓	✓	✓	✓	✓	✓	✓	✓
Built-in LTE Modem Model Available			✓	✓				
Built-in Wireless Available	✓	✓	✓	✓				
Built-in PoE+ Model Available								
Hard Drive					1TB	1TB	1.8TB (SSD)	128GB (SSD)
Fiber Connectivity					SFP	SFP	SFP SFP+	SFP SFP+
Dual Power Supply								
Form Factor	Desktop	Desktop	Desktop	Desktop	1U	1U	1U	1U

Performance

Industry standard benchmarks are designed to help you compare MX security appliances to firewalls from other vendors. These tests assume perfect network conditions with ideal traffic patterns. When measuring maximum throughput for a certain feature, all other features are disabled. Actual results in production networks will vary.

	MX5405 (100 Gbps)	MX5200 (60 Gbps)	MX5400 (60 Gbps)	MX5205 (60 Gbps)	MX5400E (60 Gbps)	MX5450 (60 Gbps)
Max throughput with all security features enabled	200 Mbps	300 Mbps	320 Mbps	650 Mbps	2 Gbps	4 Gbps
Max Stateful (L3) firewall throughput in passthrough mode	250 Mbps	450 Mbps	500 Mbps	750 Mbps	4 Gbps	6 Gbps
Max Stateful (L3) firewall throughput in NAT mode	200 Mbps	450 Mbps	500 Mbps	750 Mbps	4 Gbps	6 Gbps
Max VPN throughput	100 Mbps	200 Mbps	250 Mbps	500 Mbps	1 Gbps	2 Gbps
Max concurrent VPN tunnels¹ (site-to-site or client VPN)	50	50	100	250	3000	5000
Recommended maximum concurrent VPN tunnels² (site-to-site or client VPN)	50	50	100	250	1000	1500
Max AMP throughput	250 Mbps	300 Mbps	500 Mbps	750 Mbps	2 Gbps	4 Gbps
Max IDS throughput	200 Mbps	300 Mbps	320 Mbps	650 Mbps	2 Gbps	4 Gbps

The SD-WAN feature set on the MX includes site-to-site VPN, which is a set of VPN tunnels between devices. Available per-tunnel bandwidth is the total bandwidth of the WAN bandwidth allocation on between two peers, which is for content providers, such as cloud providers. Bandwidth of MX appliances is not to be taken into consideration when making VPN size decisions.

¹ The maximum concurrent VPN tunnels are based on published results where each tunnel is using 100 kbps over the VPN tunnel.

² Recommended concurrent VPN tunnels are based on utilizing capacity with a 100 kbps per-tunnel 1 Gbps VPN tunnel.



UTM products come with a variety of security and networking features. Understanding the benefits and tradeoffs of these features is crucial to getting the maximum security benefit without unnecessary performance degradation.

	BENEFITS	PERFORMANCE IMPACT	RECOMMENDATIONS
Malware protection	Blocks HTTP-based file downloads based on the disposition received from the Cisco AMP cloud	High	Consider disabling for guest VLANs and using firewall rules to isolate these VLANs. Also consider disabling if you run a full malware client like AMP for Endpoints on host devices
IDS / IPS	Provides alerts / prevention for suspicious network traffic	High	Consider not sending IDS/IPS syslog data over VPN in low-bandwidth networks
VPN	Secure, encrypted traffic between locations	Medium	Use split-tunnel VPN and deploy security services at the edge
Web caching	Accelerating access to Web content by caching locally	Medium	Ideal for repetitively accessing heavy multimedia content frequently for low bandwidth networks. Not recommended for high bandwidth networks. Please note that YouTube doesn't support web caching
Content filtering (top sites)	Category based URL filtering using locally downloaded database	Low	Choose this option if your priority is speed over coverage
Content filtering (full list)	Category based URL filtering using the full database hosted at BrightCloud.com	Medium	Choose this option if your priority is 100% coverage and security. Web browsing will be slightly slower at the beginning but will improve as more and more URL categories are cached
Web safe-search	Turning Google / Bing safe search option on	Low	Must be deployed in tandem with "disable encrypted search" option to be effective
Blocking encrypted search	Disabling Google / Bing searches via https (port 443) allowing Web safe-search enforcement	Low	Must be deployed in tandem with "Web safe search" to be effective. Requires a DNS setting modification otherwise will also block Google apps. Check Meraki knowledge base for further information

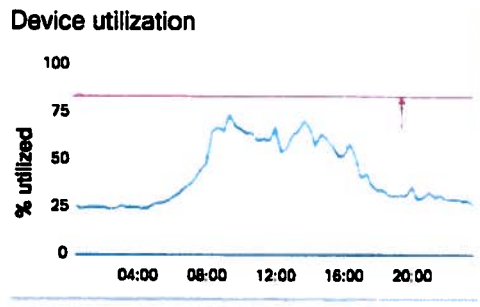
Although there is no hard limit on the number of client devices that can be deployed below MX Security Appliances, for purposes of this document all tests were performed with the client counts shown in the table below. Exceeding these client counts may result in performance that varies from the sizing data contained in this guide.

RECOMMENDED NUMBER OF CLIENT DEVICES						
	MX64/65 series	MX67/68 series	MX84	MX100	MX250	MX450
Recommended client devices	50	50	200	500	2000	10,000

But- In MX Device Utilization

This guide aims to educate the user on the expected utilization and load levels for specific MX models with certain features enabled. However, to accurately predict the load on the device, it must be tested in its designated environment, under expected conditions. There are a large number of variables in each individual network that will affect real-world performance, such as the unique traffic blend and the features in use.

MX Device Utilization helps provide a better understanding of the device's load over time and can be used to assess the utilization level and whether a higher end device or a load reduction is required. If an MX device is consistently over 85% utilization during normal operation*, upgrading to a higher throughput model or reducing the per device load should be considered. The MX Device Utilization tool is available through an API or as a graph shown on the Summary Report page.



MX Device utilization calculation

The device utilization data reported to the Meraki Dashboard is based on a load average measured over a period of one minute. The load value is returned in numeric value ranging from 1 through 100. A lower value indicates a lower load, and a higher value indicates a more intense workload. Currently, the device utilization value is calculated based upon the CPU utilization of the MX as well as its traffic load.

Due to load averaging, it's possible for transient load spikes to occur without being visible in the utilization metric. For example, a device load that is consistently shown as less than 85% may still be experiencing transient load spikes. These transient load spikes may cause packets received in excess of the device's forwarding capacity to be dropped.

* With all the desired features turned on, the expected number of clients connected, and the expected traffic mix traversing the device.



While every network will have a unique traffic pattern, this guide highlights a few common scenarios to help you choose the right Cisco Meraki MX product for your environment. Consider planning for future growth by allocating buffer room in your firewall selection (e.g., if you currently have 550 users, choose an MX that supports 1000 users). This will ensure that you can continue enabling additional security and network features as they become available. Also considering ISP speeds are increasing year over year, it is important to choose a firewall that will serve you well over many years.

POINT TO MULTIPOINT OPTIONS



Multi-Gigabit Throughput in an Always-On Point-to-Multipoint Radio

MultiHaul™ is a PTMP multi-gigabit radio operating over millimeter waves. It brings the advantages of mmW – multi-gigabit capacity, immunity to interference and always-on reliability - to a cost effective small form factor PTMP solution. MultiHaul™ is a plug & play system designed to easily scale, taking advantage of patent-pending scanning antennas that auto-align links, and enables connectivity for up to 8 Terminal Units at up to 400 meters range, as well as robust planning and management tools.

A Wide Range of Applications

- Security / Safe City Networks
- Gigabit to the Home
- Smart City
- Business Services
- Wi-Fi Backhaul

Secure and Physically Immune Narrow Beams

MultiHaul™ operates over the millimeter wave spectrum in narrow beams. The center frequency includes a compact, unidirectional antenna and a fixed polarization well defined signal. In contrast to wide-beam wireless system that need to use multiple strategies to perform in dense areas and in non-line-of-sight (NLOS) conditions, MultiHaul™ multi-antenna architecture ensures under any circumstances sharp links, accurate combination of narrow beams, and high frequency. Multiple antennas are used to connect multiple connected with complete coverage and ensures that all MLU are always Terminal On.

An Ocean of Spectrum

The MultiHaul™ LTE-LTE interface is designed to be a multi-trunk line since manufacturers of broadband multi-trunk fiber capacity to PTMP systems is limited. The MultiHaul™ up to 2.5 Gbps throughput with 100 MHz bandwidth. The MultiHaul™ multi-antenna architecture ensures that all MLU are always Terminal On.



Ready to Go

The plug-and-play system is ready for all city applications and functions. The patent-pending scanning antennas auto-align links with the MLU. MultiHaul™ is designed to be deployed in a variety of environments, including urban, suburban, and rural. The MultiHaul™ multi-antenna architecture ensures that all MLU are always Terminal On. The MultiHaul™ multi-antenna architecture ensures that all MLU are always Terminal On.

Always-On Mission Critical Networks

MultiHaul™ is designed to be a multi-trunk line since manufacturers of broadband multi-trunk fiber capacity to PTMP systems is limited. The MultiHaul™ multi-antenna architecture ensures that all MLU are always Terminal On.

Very Large Scale Planning and Optimization

MultiHaul™ is designed to be a multi-trunk line since manufacturers of broadband multi-trunk fiber capacity to PTMP systems is limited. The MultiHaul™ multi-antenna architecture ensures that all MLU are always Terminal On.

Fiber Quality with Wireless Flexibility

MultiHaul™ is designed to be a multi-trunk line since manufacturers of broadband multi-trunk fiber capacity to PTMP systems is limited. The MultiHaul™ multi-antenna architecture ensures that all MLU are always Terminal On.



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The main specifications of the MultiHaul™ Base Units (BU) and Terminal Units (TU) are outlined in the following table. Some specific details are part number dependent, and identified at the part number level in the ordering documents. Part numbers: MH B100 CCS PoE MWB, MH T200 CNN PoE MWB, MH T200 CCC PoE MWB

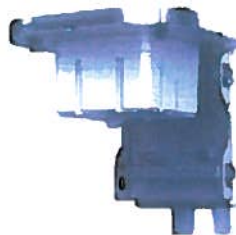
		BU MH B100-CCS	TU MH T200 CCC	TU MH T200 CNN
Topology	Point to Multi-point Point to Point	✓	✓	✓
Built-in Antenna	Horizontal scanning, 90° Vertical beam-width 20°	✓	✓	✓
Frequency & Duplexing	47-64MHz	✓	✓	✓
Channels & Width	2 non-overlapping channels 216MHz wide	✓	✓	✓
Modulation & Coding	9-level adaptive coding and modulation	✓	✓	✓
Line Rate (PHY)	Line rate up to (Mbps)	2300	2300	2300
Aggregate Throughput	Aggregate capacity (Mbps), cell-site dependent	1400	1000	1000
System Gain (link budget)	128.5dB (including antenna gain)	✓	✓	✓
Typical Reach	100-1300ft (280-400m) D-Cell performance (through air) 1.5km (0.9mi) on-line budget (including antenna gain) (through fiber)	✓	✓	✓
Interfaces	Up to 3x RJ-45 100/1000 Base-T 2x RJ-45 100/1000Base-T + 1x SFP (supports 1GbE & 2.5GbE)	-	3	1
Terminal Units (TU)	Up to 4 Terminal Units	✓	-	-
Ethernet Features	IEEE 802.1d transparent bridging Provider bridge - VLAN & VLAN stacking Jumbo frames; Port Isolation, TU isolation; LLDP	✓	✓	✓
Security	AES 128-bit	✓	✓	✓
Management & Provisioning	TU auto-provisioning: in-band, out-of-band management Web GUI (one-click configuration of local and remote units & Embedded CLI); SNMPv2/3, TACACS+, RADIUS	✓	✓	✓
Regulatory	Radio: U.S. FCC 47 CFR Part 15.255, (FCC Radio Equipment) Certification: Ordinance 2-119-4-2 EMC: U.S. FCC 47 CFR Part 15.107-101 (45) Safety: UL 60950	✓	✓	✓
Power Supply	PoE, 10W (IEEE 802.3af) without PoE-Out, 55W with PoE-Out (IEEE 802.3at+)	✓	✓	✓
PoE-Out	ET 10, 26W, 802.3af ET 3, 13W, 802.3af	✓ SFP	✓	-
Environmental	Operating Temperature: -22°F ~ 131°F (-30°C ~ 55°C), Optional -49°F ~ 131°F (-45°C ~ 55°C) Ingress Protection Rating: IP65 (optional IP67)	✓	✓	✓
Dimensions (HxWxD)	7.5 x 5.2 x 1.5 in.	✓	✓	✓
Weight	3 lbs. (including mounting kit)	✓	✓	✓

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splice



MetroLinq™ 10G Tri-Band Omni

Cloud-Enabled Outdoor
60 + 5 + 2.4 GHz base-station

igniteNet™'s MetroLinq™ 10G Tri-band Omni is the world's first cost-effective 60GHz + 5GHz + 2.4GHz PTMP base station enabling high performance, interference-free connections worldwide up to 10Gbps. With a total OTA capacity of 16.393Gbps, the MetroLinq™ 10G is the first AP capable of providing fiber-like connections to many clients simultaneously. It also has an added advantage of being license-free in most markets, allowing ultra-fast deployment and without the hassle of other frequency bands. The MetroLinq™ 10G also includes both 2.4 & 5GHz 802.11ac Wave 2 radios which can be used to provide access in harder to reach nLOS applications ranging from hotspots to fixed broadband and many more.

Interference-Free & Unlicensed Band

The igniteNet™ MetroLinq™ 10G offers unprecedented performance - combining both the benefits of unlicensed band operation with no interference!

Tri Band 60GHz + 5GHz + 2.4 GHz Operation

The MetroLinq™ 10G includes both additional 2.4 & 5GHz radios which can be used to provide both supplemental connectivity to hard to reach places as well as carrier offload, hotspot, and mobile roaming capabilities.





Powerful, Flexible Configuration

The MetroLinq™ 10G can operate either as a stand-alone device or as a coordinated, cloud-managed device, easily meeting the requirements of any installation.

Robust Weather-Resistant Design

The MetroLinq™ 10G features a hybrid metal/plastic design built to withstand the harshest environments including precipitation, hot/cold weather and high/low humidities.

Client Options (Sold Separately)

			
MetroLinq 60-35/ 2.5G 60-35 60GHz + 5GHz up to 700m (0.43 mi)	MetroLinq 60-19/ 2.5G 60-19 60GHz + 5GHz up to 400m (0.25 mi)	MetroLinq LW 60GHz + 5GHz + 2.4GHz up to 150m (0.1 mi)	MetroLinq 5 5GHz up to 2000m (1.24 mi)

Features

HARDWARE FEATURES

- › 1x 1Gbps Base-T Ethernet Port (PoE IN)
- › 1x SFP+ (10Gbps) Port
- › 1x Screw Terminal Block (Power IN)
- › Dual flash image support

ANTENNAS

- › 3 x 17dBi (60GHz) 120°
- › 4 x 12dBi (5GHz) 90°
- › 4 x 9dBi (2.4GHz) 90°

LEDs

- › Power, 60GHz, 5GHz, 2.4GHz, SFP

DIMENSIONS (L X W X H)

- › 217.4 x 179.5 x 455.3mm
(8.6 x 7.1 x 17.9in)

WEIGHT

- › 4,060 g (8.95 lb)

POWER

- › 48V Passive PoE IN or DC

REGULATORY / STANDARDS COMPLIANCE

- › FCC/IC
- › CE

RANGE

- › Up to 150m (0.1mi)
(Omni to Omni or ML LW, location dependent)
- › Up to 400m (0.25mi)
(19cm to Omni, location dependent)
- › Up to 700m (0.43mi)
(35cm to Omni, location dependent)
- › Up to 2000m (1.24mi)
(Omni to ML 5, location dependent)

RF PERFORMANCE (TX)

- › 60GHz: 14dBm @ 4.62Gbps (x3)
- › 5GHz: 31dBm@6Mbps, 24dBm@1.733Gbps
- › 2.4GHz: 31dBm@6Mbps, 26dBm@0.8Gbps

RF PERFORMANCE (RX)

- › 60GHz: -74dBm @MCS1; -60dBm @ MCS9
- › 5GHz: -90dBm @MCS0; -60dBm @ MCS9
- › 2.4GHz: -90dBm @MCS0; -64dBm @ MCS9

OPERATING ENVIRONMENT

- › Operating Temperature: -30C° to 50C° (-22 to 122F)
- › Store Temperature: -40C° to 70C° (-40 to 158F)
- › Operating Humidity: 10 to 90% non-condensing (RH)

KEY FEATURES

- › Management VLAN support and VLAN pass-through
- › Supports Service Provider and Enterprise type networks
- › Stand-alone or Cloud-controlled operating modes
- › Base Station mode and up to 96 endpoints (24 endpoints at launch - 60GHz)
- › Link failover/backup (60GHz + 5GHz) Per Client
- › 128bit AES Encryption (standard; 2.4GHz, 5GHz, and 60GHz)
- › SNMP Monitoring with Private MIB

APPLICATIONS

- › Fixed Wireless Access (broadband)
- › 3G/4G Backhaul
- › Metro WiFi
- › Campus Interconnection
- › Hybrid Fiber/Wireless Networks

Ordering Information

Part Number	Description
ML-60-10G-360-XX	Cloud-Enabled Outdoor 60GHz PTMP + 5GHz + 2.4GHz

**XX is used to denote localization (US, EU, AU, CN)

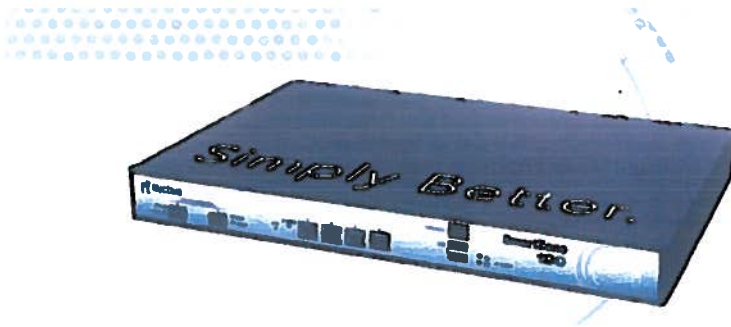

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SWITCHING + WIFI MANAGEMENT



data sheet

BENEFITS

Highly scalable with n + 1 clustering

Supporting up to 1,024 APs and 25,000 clients per device, the SmartZone™ 100 easily serves the largest deployments. SmartZone™ 100 can cluster up to 4 units (3+1) thereby supporting up to 3,000 APs and 60,000 clients

Ultra high performance and resiliency

With clustering for resiliency and up to 10 GE throughput, control/management and data are set-up to be delivered separately through dedicated redundant ports ensuring optimal performance

Granular and flexible cloud-based licensing

Cloud based licensing ensures simple set-up with granular, per AP licensing as opposed to tiered licensing schemes forcing users to pay for unnecessary extra costs. Licensing can be transferred to similar platforms

Data persistence across reboot for reporting

SmartZone™ 100 stores up to 30 days of network and client data on an integrated drive that keeps all data even on reboot

IT lite deployment in 5 minutes, simple to use and manage

Web-based configuration wizard configures an entire WLAN in minutes. ZoneFlex APs auto-discover the SmartZone™ 100

Advanced WLAN features and functions

Advanced wireless networking features include rogue AP detection, interference detection and mitigation, band steering, airtime fairness, role-based user policies, per-user rate-limiting, hotspot and guest networking services

Smart Meshing streamlines costly and complex deployment

Integrated Ruckus Smart Mesh Networking technology automates deployment and eliminates the need to run Ethernet cable to every Smart Wi-Fi access point

SmartZone™ 100

SCALABLE MEDIUM TO LARGE SIZE ENTERPRISE CLASS SMART WLAN CONTROLLER

The Most Affordable, Scalable, Resilient, and Highest Performing Wireless LAN controller in its class

The Ruckus Wireless SmartZone™ 100 (SZ 100) uniquely combines power, simplicity and scalability into an affordable system.

Supporting up to 25,000 clients and 2,000 WLANs per device, the SZ 100 manages up to 1,024 ZoneFlex Smart Wi-Fi access points from a single location clustering up to 3,000 APs and 60,000 clients.

Unlike conventional wireless LAN systems that are costly, complex and cumbersome to deploy, the SZ 100 is designed for simplicity and ease of use. It's ideal for any medium to large-scale enterprise requiring a high-performance, reliable, and scalable wireless LAN that can be easily deployed and managed.

The SZ 100 integrates an operating system platform that delivers advanced features such as smart wireless meshing, high availability, hot spot authentication, guest networking and dynamic Wi-Fi security. Licensing can be ported to similar platforms, is granularity scalable per AP, and is cloud based requiring no license installation.

The SZ 100 easily integrates with network, security and authentication infrastructure already in place and is easily configured through a point-and-click web wizard. Ruckus ZoneFlex APs automatically discover and are configured by the SmartZone™ 100.

Redundant and secure, the SZ 100 provides WLAN-wide network security, RF and location management within a single, easy-to-use and affordable WLAN system.



SmartZone™ 100

SCALABLE ENTERPRISE CLASS SMART WLAN CONTROLLER

Simple to Deploy

The Ruckus SmartZone™ 100 integrates easily with existing switches, firewalls, authentication servers and other network infrastructure. All Ruckus ZoneFlex APs (wired or meshed) then automatically discover the Ruckus SmartZone™ 100, self configure and become instantly manageable.

Simple to Manage

Once up and running the SmartZone™ 100 automatically manages the ZoneFlex network of APs. With a single view into the cluster, when used as such, the SZ 100 has a per user customized dashboard, integrated Google maps, and simplified menus with a single zone and domain to reduce workflow complexity. Additionally, the SZ 100 has a 30 day reporting archive with data persistence even across reboot, and reports can be exporting to CSV, PNG, JPEG, PDF or SVG formats.

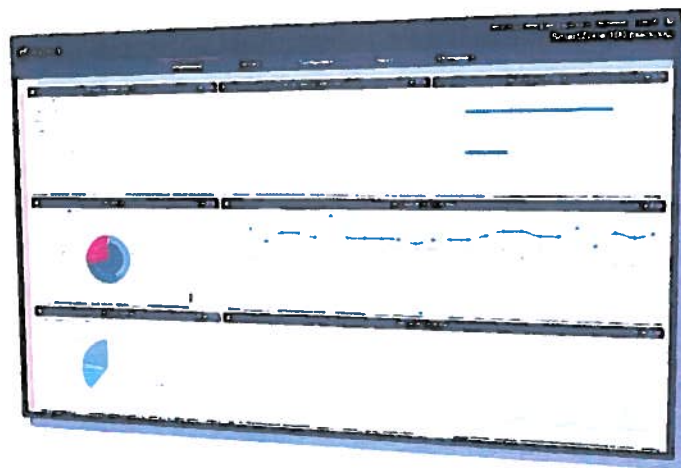
Mitigate Interference, Maximize Performance and Extend Reach with BeamFlex+

Ruckus BeamFlex+™, a patented adaptive antenna technology, ensures predictable performance for multimedia traffic applications and handheld devices which are constantly in motion.

The SmartZone™ 100 automatically controls the channel assignments of all ZoneFlex Smart Wi-Fi APs. And with BeamFlex, the ZoneFlex system continuously picks the best path for every packet, to both clients outside the network and mesh APs inside the network, automatically mitigating interference, to guarantee the highest quality of service.

Smart Mesh Networking Increases Flexibility, Reduces Costs

Ruckus Smart Mesh Networking enables self-organizing and self-healing WLAN deployment. It eliminates the need to run Ethernet cables to every AP, allowing administrators to simply plug in ZoneFlex APs to any power source and walk away. All configuration and management is delivered through the SmartZone™ 100 Smart WLAN controller. APs can also be daisy-chained to mesh APs to extend the mesh and take advantage of spatial reuse.



SmartZone™ 100

SCALABLE ENTERPRISE CLASS
SMART WLAN CONTROLLER

HARDWARE FEATURES

- 1RU rack-mountable chassis footprint
- Redundant fans
- Easy discovery from PC using UPnP
- One year warranty coverage

SOFTWARE FEATURES

- Simplified, intuitive GUI
- Installation Wizard
- Ruckus SPoT LBS Location support
- WIDS/WIPS (Rogue AP Detection/Prevention)
- Bonjour Gateway (at AP)
- Capacity-based client admission control
- Band Balancing
- Internal Captive Portal (Radius, AD, LDAP, Local DB)
- AP Survivability for Guest, Captive Portal
- Zero-IT (using 802.1x)
- WLAN Time Scheduling
- User Roles
- Device Policy Control
- Per WLAN ACL Support (L2 white/black list, L3, L4)
- Multi-hop SpeedFlex for mesh testing
- Force DHCP
- ZoneFlex AP discovery
- Restful/JSON API

1G SmartZone Mode



10G SmartZone Mode



Dimensions



Specifications

PHYSICAL CHARACTERISTICS	
POWER	• AC input requirements: 250 Watts
PHYSICAL SIZE	• 1RU: 438 MM (W) x 282.1 MM (D) x 44 MM (H); 17.25"W x 11.5"D x 1.73"H
WEIGHT	• 11.02 lbs (5 kilograms)
ETHERNET PORTS	• 1GE Model: 4 Gigabit Ethernet ports • 10GE Model: 2 x 10Gigabit Ethernet ports and 4 Gigabit Ethernet Ports
ENVIRONMENTAL CONDITIONS	• Operating Temperature: 32°F (0°C) – 104°F (40°C)
CAPACITY	
MANAGED APs	• Up to 1,024 • With cluster: 3,000
WLANs (BSSIDs)	• 2,000 • With cluster: 6,000
CONCURRENT STATIONS	• Up to 25,000 • With cluster: 80,000
APPLICATIONS	
HOTSPOT	• WISPR, Wi-Fi CERTIFIED, Passpoint™
GUEST ACCESS	• Supported
CAPTIVE PORTAL	• Supported
MESH	• Supported
VOICE	• 802.11e/WMM • U-APSD • Tunneling to AP

NETWORK ARCHITECTURE	
IP	• IPv4, dual-stack
VLANs	• 4,000
REDUNDANCY	• 3+1 cluster redundancy
DHCP SERVER	• Supported

MANAGEMENT	
CONFIGURATION	• Web user interface, CLI, SNMP v1, v2, v3
AAA	• RADIUS (primary and backup)
AP PROVISIONING	• L3 or L2 auto-discovery • Auto-software upgrade • Automatic channel optimization
CLIENT PROVISIONING	• Zero-IT (using 802.11k) • Auto proxy configuration
ANALYTICS	• SmartCell Insight allows for custom report generation with up to seven years of network data • 30 days local storage for built in reporting

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SECURITY	
STANDARDS	• WPA, WPA2, 802.11i
ENCRYPTION	• TKIP, AES
AUTHENTICATION	• 802.1x, MAC address
USER DATABASE	• Internal database up to 25,000 users • External: RADIUS, LDAP, Active Directory
ACCESS CONTROL	• L2 (MAC address-based) • L3/4 (IP and Protocol based) • L2 client isolation • Management interface access control • Time-based WLANs • Device type access policies
WIRELESS INTRUSION DETECTION (WIDS/WIPS)	• Rogue AP detection / prevention • Evil-twin/AP spoofing detection • Ad hoc detection

MULTIMEDIA AND QUALITY OF SERVICE	
802.11e/WMM	• Supported
SOFTWARE QUEUES	• Per traffic type (4), per client
TRAFFIC CLASSIFICATION	• Automatic, heuristics and DCS based or VLAN-defined
RATE LIMITING	• Supported
WLAN PRIORITIZATION	• Supported
CLIENT LOAD BALANCING	• Automatic

CERTIFICATIONS	
CERTIFICATIONS*	• U.S., Canada, EU, China, Japan, Taiwan, Korea

*Please see price list for latest country certifications

Product Ordering Information

MODEL	DESCRIPTION
SmartZone™ 100 Smart WLAN Controllers	
P01-S104-XXXX	SZ 100 – 4xGE Ports
P01-S124-XXXX	SZ 100 – 2x10GE & 4xGE Ports
L08-0001-S600	1 AP license for SZ 100 to manage APs
L08-0001-RXGW	Soft GRE tunnel license from AP to 3rd party concentrator
902-0100-0000	10GBASE-SR SFP+ Optical transceiver module

PLEASE NOTE: When ordering SmartZone™ 100 you must also order 1 AP license per controller. Licenses are available for US, EU, CN, IN, JP, KR, SA, UK, and other regions.



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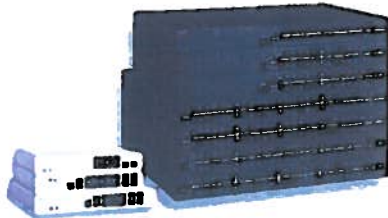
SWITCHING EQUIPMENT

Ruckus ICX 7150

Enterprise-Class Stackable Access Switch



DATA SHEET



BENEFITS

STACKABILITY SIMPLIFIES MANAGEMENT

- Class-leading stacking scalability with up to 12 switches per stack
- Long-distance stacking up to 10 km using standard optics or cables

10 GbE PORTS OPTIMIZE NETWORK PERFORMANCE

- Up to 8x10 GbE SFP+ ports for stacking or uplinks

DUAL POWER SUPPLIES FOR HIGH AVAILABILITY

- Dual load-sharing, hot-swappable power supplies available on the Z-Series switch

MULTIGIGABIT SUPPORT ENABLES NEXT GENERATION WIRELESS DEPLOYMENT

- Up to 16x 2.5 and 2x 2.5/5/10 GbE ports optimized for Wi-Fi 5 and 6 deployment

CLASS LEADING POE BUDGET TO POWER ADVANCED EDGE DEVICES

- PoE+/PoH/802.3bt budget (up to 1,480 watts)
- Support advanced wireless APs and video surveillance equipment

SILENT OPERATION FOR DEPLOYMENT IN THE WORK ENVIRONMENT

- Fanless design or fanless mode enables silent non-disruptive deployment anywhere

ADVANCED L3 MAXIMIZES FLEXIBILITY

- OSPF VRRP, PIM, PBR L3 features

CAMPUS FABRIC REDUCES COST OF OPERATIONS, INCREASES FLEXIBILITY

- Ruckus Campus Fabric delivers the benefits of a chassis with the flexibility of stackables
- Scales to over 1800 ports

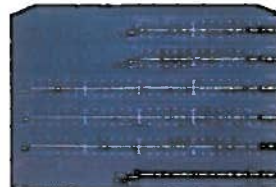
Up to 90W per port, IEEE 802.3bt standard pending ratification
Compatible with uPoE

ENTRY-LEVEL ACCESS SWITCH SERIES DELIVERS UNPRECEDENTED PERFORMANCE AND FEATURES IN ITS CLASS

The Ruckus ICX 7150 series of stackable switches delivers the performance, flexibility, and scalability required for enterprise access deployment, raising the bar with non-blocking performance and up to 8x10 GbE ports for uplinks or stacking. It offers seamless interoperability with Ruckus wireless products to deliver unified wired and wireless network access. In addition, Ruckus Multigigabit Ethernet technology offers bandwidth speeds needed to optimize performance of the latest generation high performance wireless access points and edge devices, over standard Ethernet cables.

The Ruckus ICX 7150 series of switches are available in three formats:

RUCKUS ICX 7150 SWITCHES



The standard Ruckus ICX 7150 switches are available in 24- and 48-port 10/100/1000 Mbps models with four 1/10 GbE dual-purpose uplink/stacking ports. These switches are available with or without PoE+ power. Silent operation is available for out-of-closet environments.

RUCKUS ICX 7150 Z-SERIES SWITCH



The Ruckus ICX 7150-48ZP 48-port switch adds higher performance, greater resiliency and increased PoE power. The switch offers Multigigabit technology (IEEE 802.3bz) to match the highest performing 802.11ac Wave 2 wireless access points available, with dual redundant, hot-swappable power supplies and fans, and up to 8x10 GbE uplink/stacking ports.

The switch offers 16 Multigigabit (100Mbps/1Gbps/2.5Gbps) ports, each with Power-over-MDBaseT (PoH) up to 90 watts and 802.3bt ready, plus 32 10/100/1000 Mbps ports with PoE+. With a maximum PoE budget of 1480 watts, this switch delivers the power, and performance, to drive PoE+ power to all 48 ports.

RUCKUS ICX 7150 COMPACT SWITCHES



The Ruckus ICX 7150 compact switches come in 8, 10 and 12 ports models and feature a fanless design to operate silently in out-of-closet environments such as offices, classrooms, and retail spaces. They offer PoE on all ports. The ICX 7150-C10ZP delivers up to 90W per port of PoE power and multigigabit Ethernet at 2.5/5/10 Gbps speeds. With 2x1/10 GbE uplink/stacking ports, the ICX 7150-C12P and C10ZP deliver high performance in a small package.

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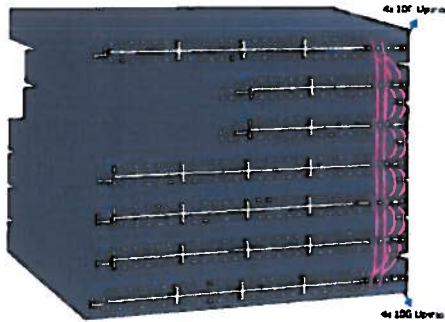


Figure 1: Up to 12 Ruckus ICX 7150 switches can be stacked together using up to four SFP+ 10 Gbps ports per switch for a fully redundant backplane delivering 480 Gbps of aggregated stacking bandwidth.

STACKING ACROSS THE ICX 7150 SERIES

Ruckus stacking technology makes it possible to stack up to twelve Ruckus ICX 7150 switches into a single logical switch. This allows the Ruckus ICX 7150 to deliver a class-leading 480 Gbps of aggregated stacking bandwidth and offer simple and robust expandability for future growth. Stacking is supported across the ICX 7150 series and all ICX 7150 models including the ICX 7150 compact switches and the ICX 7150-48ZP can be mixed within the same stack. This stacked switch has only a single IP address that simplifies management and offers transparent forwarding across up to 600x1 GbE ports or up to 192x2.5 GbE ports, and up to 96x10 GbE ports. When new switches join the stack, they automatically inherit the stack's existing configuration file, enabling a plug-and-play network expansion.

Because the ICX 7150-48ZP switch has twice as many uplink ports, when it is added to a stack of other ICX 7150 switch models, the effective bandwidth of all the switches is doubled. By designing the stack this way, all four of the 10GbE ports on the ICX 7150 switches can be used for stacking (rather than having to split the four ports between stacking and uplinks), and leveraging four of the 10GbE ports on the ICX 7150-48ZP for stacking and the other four 10GbE ports can be used for uplinks.

ENTERPRISE-CLASS AVAILABILITY

The Ruckus ICX 7150 Switches help deliver continuous availability to optimize the user experience. Ruckus stacking technology provides high availability by performing real-time state synchronization across the stack and transferring switch management control from the master stack controller to the standby controller if the master stack controller experiences a failure. When hot-inserting or hot-removing a stack member to increase capacity or perform service upgrade, traffic flows will not experience interruption.

In addition to stack-level high availability, Ruckus ICX 7150 Switches also support stack level ISSU (In Service Software Upgrade), a unique capability that allows the user to perform software upgrades to a Ruckus ICX 7150 stack without service interruption. Taking high-availability and reliability even further, the Ruckus ICX 7150 Z-Series switch offers redundant hot swappable load sharing power supplies and up to 2 hot swappable fans.

Up to 90W per port, IEEE 802.3bt support pending software update. Compatible with uPoE.

SILENT OPERATION

The Ruckus ICX 7150 compact switches, along with the Ruckus ICX 7150-24 and the ICX 7150-48 switches, feature a fanless design that enables it to operate silently.

The Ruckus ICX 7150 24P and the ICX 7150-48P offer a "silent mode" configuration option, enabling these switches to operate with the fan disabled while providing a PoE budget of 150 watts. This Ruckus-exclusive feature enables users in hospitality, education, healthcare, and retail industries to deploy these switches outside of the wiring closet without disrupting the work environment.

MULTIGIGABIT ETHERNET SUPPORT

The Ruckus ICX 7150-48ZP Switch raises the bar for entry-level switches even further with 16x IEEE 802.3bz compliant 2.5 GbE ports, up to 8x10 GbE uplink ports, dual redundant load sharing power supplies and class-leading stacking density with up to 12 switches per stack. The ICX 7150-C10ZP delivers multigigabit speeds in a compact form factor with support for 2.5/5 and 10 Gbps. Both switches stack with all other members of the ICX 7150 series allowing organizations to buy what they need now and easily scale as the need for Multigigabit support emerges. It is designed to work seamlessly with Ruckus wireless access points to deliver unified wired and wireless network access.

COST EFFECTIVE FIBER SWITCHING SOLUTION

The Ruckus ICX 7150-24F fiber switch delivers 24 SFP 1GbE fiber ports for fiber-to-the room deployment scenarios when fiber ports are needed at the edge of the network. It offers 4x10GbE SFP+ for uplink or stacking with the rest of the ICX 7150 series.

With the ICX 7150-24F, Ruckus offers a complete set of fiber switching and routing solutions for every budget from high-end core and aggregation to entry-level access switching.

POWER NEXT-GENERATION EDGE DEVICES

All ICX 7150 series members offer PoE options. The compact 12 port switch delivers PoE+ on all ports with a 124W PoE budget. The 24- and 48-port ICX 7150 switches offer up to 740W of PoE+ power and the ICX 7150 Z-Series offers an industry leading 1480W PoE budget when equipped with 2 power supplies. In addition to supporting PoE and PoE+, the Ruckus ICX 7150 Z-Series also offers Power over HDBaseT (PoH) and is 802.3bt ready. This new, high power standard delivers up to 90 watts per port through a standard Ethernet cable, simplifying the wiring of next-generation Ethernet-connected devices such as high-performance wireless APs, large HD displays, video surveillance equipment, and VDI thin terminals, enabling data and power to be carried by a single Ethernet wire. The PoE, PoE+ and PoH capabilities reduce the number of required power receptacles and power adapters while increasing reliability and wiring flexibility.

With a 1,480-watt power budget per switch (with two power supplies), the Ruckus ICX 7150 48ZP model can supply Class 4 PoE+ power (30 watts) to every port and PoH 802.3bt ready power (90 watts) on 16 dedicated Multigigabit ports.

Ruckus ICX 7150




Edge Core Class Switchable Access Routers

DATA SHEET

RUCKUS ICX 7150 PRODUCT SERIES

RUCKUS ICX 7150	
	Ruckus ICX 7150-24 Switch <ul style="list-style-type: none"> 24x 10/100/1000 Mbps RJ-45 ports 2x 10/100/1000 Mbps uplink RJ-45 ports 4x 1/10 GbE uplink/stacking SFP/SFP+ ports
	Ruckus ICX 7150-24P Switch <ul style="list-style-type: none"> 24x 10/100/1000 Mbps RJ-45 PoE ports 370 W PoE budget 2x 10/100/1000 Mbps uplink RJ-45 ports 4x 1/10 GbE uplink/stacking SFP/SFP+ ports
	Ruckus ICX 7150-48 Switch <ul style="list-style-type: none"> 48x 10/100/1000 Mbps RJ-45 ports 2x 10/100/1000 Mbps uplink RJ-45 ports 4x 1/10 GbE uplink/stacking SFP/SFP+ ports
	Ruckus ICX 7150-48P Switch <ul style="list-style-type: none"> 48x 10/100/1000 Mbps RJ-45 PoE ports 370 W PoE budget 2x 10/100/1000 Mbps uplink RJ-45 ports 4x 1/10 GbE uplink/stacking SFP/SFP+ ports
	Ruckus ICX 7150-48PF Switch <ul style="list-style-type: none"> 48x 10/100/1000 Mbps RJ-45 PoE+ ports 740 W PoE budget 2x 10/100/1000 Mbps uplink RJ-45 ports 4x 1/10 GbE uplink/stacking SFP/SFP+ ports
	Ruckus ICX 7150-24F Switch <ul style="list-style-type: none"> 24x 100/1000 Mbps SFP ports 2x 10/100/1000 Mbps uplink RJ-45 ports 4x 1/10 GbE uplink/stacking SFP/SFP+ ports

RUCKUS ICX 7150 2-SERIES	
	Ruckus ICX 7150-48ZP <ul style="list-style-type: none"> 16x 100/1000 Mbps/2.5 Gbps RJ-45 PoH, 802.3bt ready ports 32x 10/100/1000 Mbps RJ-45 PoE+ ports 1,480 W PoE budget (with two power supplies) 8x 1/10 GbE uplink/stacking SFP/SFP+ ports

RUCKUS ICX 7150 COMPACT SWITCHES	
	Ruckus ICX 7150-C10ZP Compact Switch <ul style="list-style-type: none"> 10x RJ-45 multigigabit ports, including 8x 2.5 GbE ports and 2x 2.5/5/10 GbE ports 2x 1/10 GbE uplink/stacking SFP/SFP+ ports 240W PoE budget. Delivers up to 90W per port on 4 PoH 802.3bt ready ports. Fanless
	Ruckus ICX 7150-C12P Compact Switch <ul style="list-style-type: none"> 12x 10/100/1000 Mbps POE+ RJ-45 ports 124 W PoE budget. Fanless 2x 10/100/1000 Mbps uplink RJ-45 ports 2x 1/10 GbE uplink/stacking SFP/SFP+ ports
	Ruckus ICX 7150-C08P Compact Switch <ul style="list-style-type: none"> 8x 10/100/1000 Mbps POE+ RJ-45 ports 2x 1GbE SFP uplink ports 62W PoE power budget. Fanless

Up to 90W per port, IEEE 802.3bt support pending software update. Compatible with PoE. Not supported on the ICX 7150 C08P model.



ENTERPRISE-CLASS FEATURES ACROSS RUCKUS ICX SWITCHES

The Ruckus ICX switch family delivers the enterprise class features for flexibility, scalability and simplified management.

- Ruckus Campus Fabric* technology delivers unmatched flexibility, scalability and simplified management for campus network deployments. Incorporating all of the ICX 7000 switch families with up to 1800 ports in a single logical domain, Campus Fabric allows customers the benefits of a traditional chassis, with the flexibility of stackable switches at a dramatically reduced Total Cost of Ownership (TCO).
- Advanced stacking* goes beyond traditional stacking with capabilities that take flexibility, ease of management and cost effectiveness to the next level, including
 - Stacking on standard Ethernet ports
 - Long distance stacking
 - No hardware module required for stacking
 - In Service Software Upgrade (ISSU) to minimize downtime
 - Superior scalability with the industry-leading number of switches per stack
 - Stacking at the access, aggregation and core layers
- Enterprise-Class Availability to improve resiliency and minimize downtime, including
 - Hitless stack failover
 - Hot insertion/removal of stack members
 - Redundant power supplies
 - In Service Software Upgrades for switch stacks
- Unified wired and wireless network management with Ruckus SmartZone network controller
 - Ruckus SmartZone centralizes management of the entire family of Ruckus switches and wireless Access Points with a single easy to deploy management platform
 - Discovers, monitors and deploys configurations to groups of switches and wireless APs
- Onboarding and security policies across ICX switches and wireless networks
- OpenFlow 1.3 protocol* support in hybrid mode allows user to deploy traditional layer 2/3 forwarding with OpenFlow on the same port for Software Defined Network (SDN) enabled programmatic control of the network
- Open Standards based management, monitoring and authentication
 - sFlow-based network monitoring to help analyze traffic statistics and trends on every link and overcome unexpected network congestion
 - Open standards management includes Command Line Interface (CLI), Secure Shell (SSHv2), Secure Copy (SCP) and SNMPv3
 - Support for Access Controller Access Control System (TACACS/TACACS+) and RADIUS authentication helps ensure secure operator access
 - LLDP and LLDP-MED protocol support for configuring, discovering, and managing network infrastructure such as QoS, security policies, VLAN assignments, PoE power levels, and service priorities

* The ICX 7150 CDBP does not support stacking, campus fabric and OpenFlow

Ruckus ICX 7150

Enterprise Edge Switches - 100Gbps

DATA SHEET

RUCKUS ICX 7150 FEATURE/MODEL COMPARISON

FEATURE	8, 10, 12 RJ-45 Ports compact Switches			24 or 48 RJ-45 Ports		74 SFP Ports	24 or 48 RJ45 PoE+ Ports			Z-Series
	Part No. ICX7150-08P	Part No. ICX7150-10P	Part No. ICX7150-12P	Part No. ICX7150-24P	Part No. ICX7150-48P	Part No. ICX7150-74P	Part No. ICX7150-24P+	Part No. ICX7150-48P+	Part No. ICX7150-48P+	Part No. ICX7150-48P+
Switching capacity (L3)	20 Gbps	68 Gbps	120 Gbps	132 Gbps	180 Gbps	132 Gbps	132 Gbps	180 Gbps	180 Gbps	304 Gbps
Forwarding capacity	488 Mpps	51 Mpps	89 Mpps	98 Mpps	134 Mpps	38 Mpps	98 Mpps	34 Mpps	134 Mpps	226 Mpps
10/100/1000 Mbps RJ45 downlinks	8	12		24	48		24	48	48	32
100/1000 Mbps SFP downlinks						24				
100/1000 Mbps/2.5 Gbps RJ45 downlinks			8							16
100/1000 Mbps/2.5G/10 Gbps RJ45 downlinks			4							
10/100/1000 Mbps RJ45 uplinks		2		2	2	2	2	2	2	
1/10 Gbps SFP/SFP+ uplinks	2 SFP at 1 Gbps only	2	2	4	4	4	4	4	4	8
PoE/PoE+ ports	8	12	6				24	48	48	32
Port / PoE / PoE+ 802.3bt ready ports			4							16
Dual hot swap power supplies										Yes
Maximum PoE Class 3 ports	4	8	10				24	24	48	48
Maximum PoE+ Class 4 ports	2	4	8				12	12	24	48 (2 PSU)
Energy Efficient Ethernet			Yes	Yes	Yes		Yes	Yes	Yes	Yes
Base IPv4/v6 Layer 3 routing	No L3	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Advanced IPv4/v6 Layer 3 routing	No L3	With license	With license	With license	With license	With license	With license	With license	With license	With license
Aggregated stacking bandwidth	No Stacking	240 Gbps	240 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps	480 Gbps
Stacking density	No Stacking	12	12	12	12	12	12	12	12	12
Stacking ports	No Stacking	Up to 2*10 GbE SFP+			Up to 4*10 GbE SFP+					
Maximum stacking distance	No Stacking	10 km	10 km	10 km	0 km	10 km	10 km	10 km	0 km	0 km
Campus Fabric	No Fabric	Fabric Port Extender (PE)								

Up to 90W per port. IEEE 802.3bt support pending software update. Compatible with uPoE.
 10 Gbps SFP+ ports are required for stacking.
 Supported in a future software release.

RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	SPECIFICATIONS
Connector options	<ul style="list-style-type: none"> 10/100/1000 Mbps RJ-45 1 Gbps SFP ports 1/10 Gbps SFP+ ports* Out-of-band Ethernet management: 10/100/1000 Mbps RJ-45* Console management: RJ45 serial port and USB Type-C port with serial communication device class support* File transfer: USB port, standard-A plug* For the latest information about supported optics, please visit www.ruckusnetworks.com/optics.
DRAM	1 GB
NVRAM (Flash)	2 GB
Packet buffer size	8/10/12/24 port: 2 MB; 48 port: 4 MB
Maximum MAC addresses	16,384
Maximum VLANs	4,095
Maximum PVLANs	32
Maximum STP (Spanning Tree) instances	254
Maximum VEs	128
Maximum ARP entries	4,094
Maximum routes (static routes)	<ul style="list-style-type: none"> 1,000 (IPv4) 1,000 (IPv6) Next hop address: 4,094
Trunking	<ul style="list-style-type: none"> Maximum ports per trunk: 16 Maximum trunk groups: 128
Maximum jumbo frame size	9,216 bytes
QoS priority queues	8 per port
Multicast groups	<ul style="list-style-type: none"> 3,072 (Layer 2) 2,048 (Layer 3)
Quality of Service (QoS)	<ul style="list-style-type: none"> ACL Mapping and Marking of ToS/DSCP (CoS) ACL Mapping and Marking of 802.1p ACL Mapping to Priority Queue Classifying and Limiting Flows Based on TCP Flags DiffServ Support Honoring DSCP and 802.1p (CoS) MAC Address Mapping to Priority Queue Priority Queue Management using Weighted Round Robin (WRR), Strict Priority (SP), and a combination of WRR and SP
Traffic management	<ul style="list-style-type: none"> ACL based inbound rate limiting and traffic policies Broadcast, multicast, and unknown unicast rate limiting Inbound rate limiting per port Outbound rate limiting per port and per queue

* Not supported on the ICX 7150-CD8P model

RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	SPECIFICATIONS
Security	<ul style="list-style-type: none"> • 802.1X authentication • MAC authentication • Flexible authentication • Web authentication • DHCP snooping • Dynamic ARP inspection • Neighbor Discovery (ND) Inspection • Bridge Access Mode (Standard and EXEC Level) • CAP pass through support • IEEE 802.1X username export in sFlow • Protection against Denial of Service (DoS) attacks • Authentication, Authorization, and Accounting (AAA) • MAC Address Locking/MAC Port Security • Advanced Encryption Standard (AES) with SSHv2 • RADUS/TACACS/TACACS+ • Secure Copy (SCP) • Secure Shell (SSHv2) • Protected Ports • Local Username/Password • Change of Authorization (CoA, RFC 5176) • Trusted Platform Module • RADSEC (RFC 6614) • Encrypted Syslog (RFC 5425)
SDN features	<ul style="list-style-type: none"> • OpenFlow v1.0 and v1.3 • OpenFlow with hybrid port mode • Operates with an OpenDayLight Controller
High availability	<ul style="list-style-type: none"> • Layer 3 VRRP/VRRP-E protocol redundancy • Real-time state synchronization across the stack • Hitless failover and switchover from master to standby stack controller • Hot insertion and removal of stacked units • Layer 2 VSRP switch redundancy • In-Service Software Update (ISSU)

FEATURES	FEATURE SETS
Layer 2 feature set	<ul style="list-style-type: none"> • 802.1s Multiple Spanning Tree • 802.1x Authentication • Auto MDI/MDIX • BPDU Guard, Root Guard • Dual-Mode VLANs • MAC-based VLANs, Dynamic MAC-based VLAN activation • Dynamic VLAN Assignment • Dynamic Voice VLAN Assignment • Fast Port Span • GVRP: GARP VLAN Registration Protocol • IGMP Snooping (v1/v2/v3) • IGMP Proxy for Static Groups • IGMP v2/v3 Fast Leave • Inter-Packet Gap (IPG) adjustment • Link Fault Signaling (LFS) • MAC Address Filtering • MAC Learning Disable • MLD Snooping (v1/v2) • Multi-device Authentication • Per-VLAN Spanning Tree (PVST/PVST+/PRST) • Mirroring: Port-based, ACL-based, MAC Filter-based, and VLAN-based • PIM-SM v2 Snooping • Port Loop Detection • Private VLAN • Remote Fault Notification (RFN) • Single-instance Spanning Tree • Trunk Groups (static, LACP) • Uni-Directional Link Detection (UDLD) • Metro-Ring Protocol (MRP) (v1, v2) • Virtual Switch Redundancy Protocol (VSRP) • Q-in-Q and selective Q-in-Q • VLAN Mapping • Topology Groups
Base Layer 3 IP routing feature set	<ul style="list-style-type: none"> • IPv4 and IPv6 static routes <ul style="list-style-type: none"> - RIP v1/v2, RIPv6 • ECMP • Port-based Access Control Lists • Layer 3/Layer 4 ACLs • Host routes • Virtual interfaces • Routed interfaces • Route only support • Routing Between Directly Connected Subnets
Premium Layer 3 IP routing feature set with software license	<ul style="list-style-type: none"> • IPv4 and IPv6 dynamic routes <ul style="list-style-type: none"> - OSPF v2, v3 • PIM-SM, PIM-SSM, PIM-DM, PIM passive (IPv4, IPv6) • PBR • Virtual Route Redundancy Protocol VRRP (IPv4) • VRRP v3 (IPv6) • VRRP-E (IPv4/IPv6)

* Not supported on the ICX 7150-C08P model

RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	STANDARD COMPLIANCE
IEEE standards compliance	<ul style="list-style-type: none"> 802.1AB LLDP/LLDP-MED 802.1D MAC Bridging 802.1p Mapping to Priority Queue 802.1s Multiple Spanning Tree (MST) 802.1w Rapid Reconfiguration of Spanning Tree (RSTP) 802.1x Port-based Network Access Control (PNAC) 802.3 Carrier Sense Multiple Access/Collision Detection (CSMA/CD) 802.3ab 1000BASE-T 802.3 10Base-T 802.3ad Link Aggregation (Dynamic and Static) 802.1 AX-2008 Link Aggregation 802.3ae 10 Gigabit Ethernet 802.3af Power over Ethernet 802.3at Power over Ethernet Plus 802.3bz Multigigabit Ethernet 802.3u 100Base-TX 802.3x Flow Control 802.3z 1000Base-SX/LX 802.3 MAU MIB (RFC 2239) 802.1Q VLAN Tagging 802.1BR Bridge Port Extension 802.3az Energy Efficient Ethernet
RFC standards compliance	<p>For a complete list of RFCs supported by the ICX 7100 product family, please visit www.ruckusnetworks.com/support</p>

FEATURES	NETWORK AND DEVICE MANAGEMENT
Management	<ul style="list-style-type: none"> DHCP Auto Configuration Configuration Logging Digital Optical Monitoring Display Log Messages on Multiple Terminals Embedded Web Management (HTTP/HTTPS) Embedded DHCP Server Industry-standard Command Line Interface (CLI) Ruckus SmartZone Network Controller (sold separately) CLI activation of optional software features USB file management and storage Macro for batch execution Out-of-band Ethernet Management RSPAN TFTP TELNET Client and Server SSH / SSH V2 Bootp SNMPv1/v2c DHCP Server and DHCP Relay SNMPv3 Intro to Framework Architecture for Describing SNMP Framework SNMP Message Processing and Dispatching SNMPv3 Applications SNMPv3 User-based Security Model SNMP View-based Access Control Model SNMP sFlow Network Time Protocol (NTP) Multiple Syslog Servers SCP Virtual Cable Tester (VCT) From management MIB, please see the ICX technical documentation at ruckusnetworks.com/support
Ruckus Campus Fabric technology	<ul style="list-style-type: none"> The Ruckus ICX 7150 can operate in fabric Port Extender (PE) mode Up to 36 PEs per fabric (up to 1800 ports) PE cascade depth up to 6 units

FEATURES	ENVIRONMENT
Temperature	<p>Operating Temperatures: 0°C to 45°C (0°C to 40°C for ICX 7150-C08P and ICX7150-C10P) Storage Temperatures: 40°C to 70°C</p>
Humidity	<p>Operating relative humidity: 5% to 95% at 45°C non-condensing Non-operating relative humidity: 0% to 95% at 70°C non-condensing</p>
Altitude	<p>Operating altitude: 10,000 ft (3,000 m) maximum Storage altitude: 39,000 ft (12,000 m) maximum</p>

* Not supported on the ICX 7150-C08P model

RUCKUS ICX 7150 SPECIFICATIONS

FEATURES	COMPLIANCE/CERTIFICATION
Electromagnetic emissions	FCC Class A (Part 15); EN 55022/CISPR-22 Class A; VCCI Class A; ICES-003 Electromagnetic Emission; AS/NZS 55022; EN 61000-3-2 Power Line Harmonics; EN 61000-3-3 Voltage Fluctuation and Flicker; EN 61000-6-3 Emission Standard (supersedes: EN 50081-1)
Safety	CAN/CSA C22.2 NO. 60950-07; UL 60950-1 Second Edition; IEC 60950-1 Second Edition; EN 60950-1 2006 Safety of Information Technology Equipment; EN 60825-1 Safety of Laser Products—Part 1: Equipment Classification, Requirements and User's Guide; EN 60825-2 Safety of Laser Products—Part 2: Safety of Optical Fibre Communication Systems
Immunity	EN 61000-6-1 Generic Immunity and Susceptibility (supersedes EN 50082-1); EN 55024 Immunity Characteristics (supersedes EN 61000-4-2 ESD); EN 61000-4-3 Radiated, Radio Frequency, Electromagnetic Field; EN 61000-4-4 Electrical Fast Transient; EN 61000-4-5 Surge; EN 61000-4-6 Conducted Disturbances Induced by Radio-Frequency Fields; EN 61000-4-8 Power Frequency Magnetic Field; EN 61000-4-11 Voltage Dips and Sags
Environmental regulatory compliance	RoHS compliant (6 of 6); WEEE compliant
Vibration	IEC 68-2-36; IEC 68-2-6
Shock and drop	IEC 68-2-27; IEC 68-2-32

RUCKUS ICX 7150 ORDERING INFORMATION

PART NUMBER	RUCKUS ICX 7150 SWITCHES WITH 1 GbE UPLINKS
ICX7150-C08P-2X1G	Ruckus ICX 7150 Compact Switch, 8x 10/100/1000 Mbps PoE+ ports, 2x 1G SFP uplink-ports, 62W PoE budget, L2 (switch image only, not L3 upgradable), stacking not supported.
ICX7150-C12P-2X1G	Ruckus ICX 7150 Compact Switch, 12x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink-ports, 2x 1 GbE SFP uplink ports upgradable to 2x 10 GbE SFP+ with license, 124 W PoE budget, basic Layer 3 (static routing and RIP)
ICX7150-24-4X1G	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink-ports, 4x 1 GbE SFP uplink-ports upgradable to up to 4x 10 GbE SFP+ with license, basic Layer 3 (static routing and RIP).
ICX7150-24F-4X1G	Ruckus ICX 7150 Switch, 24x 1G SFP ports, 2x 1G RJ45 uplink ports, 4x 1G SFP uplink-ports upgradable to up to 4x 10G SFP+ with license, basic Layer 3 (static routing and RIP)
ICX7150-24P-4X1G	Ruckus ICX 7150 Switch 24x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink-ports, 4x 1 GbE SFP uplink ports upgradable to up to 4x 10 GbE SFP+ with license, 370 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-48-4X1G	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink-ports, 4x 1 GbE SFP uplink-ports upgradable to up to 4x 10 GbE SFP+ with license, basic Layer 3 (static routing and RIP).
ICX7150-48P-4X1G	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 4x 1 GbE SFP uplink ports upgradable to up to 4x 10 GbE SFP+ with license, 370 W PoE budget, basic Layer 3 (static routing and RIP).
ICX7150-48PF-4X1G	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 4x 1 GbE SFP uplink ports upgradable to up to 4x 10 GbE SFP+ with license, 740 W PoE budget, basic Layer 3 (static routing and RIP).

RUCKUS ICX 7150 ORDERING INFORMATION

RUCKUS ICX 7150 SWITCHES WITH THREE-YEAR REMOTE SUPPORT	
PART NUMBER	Please note that three-year remote support can be ordered separately to cover any Ruckus ICX 7150 model.
ICX7150-C08P-2X1G-RMT3	Ruckus ICX 7150 Compact Switch, 8x 10/100/1000 PoE+ ports, 2x 1G SFP uplink-ports, 62W PoE budget, L2 (switch image only not L3 upgradable), stacking not supported, three-year remote support.
ICX7150-C12P-2X10GR-RMT3	Ruckus ICX 7150 Compact Switch, 12x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 2x 10 GbE SFP+ stacking/uplink ports, 124 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-C102P-2X10GR-RMT3	Ruckus ICX 7150 Compact Switch, 2x 100/1000/2.5/5/10G PoH ports, 2x 100/1000/2.5G PoH ports, 6x 100/1000/2.5G PoE+ ports, 2x 10G SFP+ stacking/uplink-ports, 240W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-24-4X10GR-RMT3	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink ports, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-24F-4X10GR-RMT3	Ruckus ICX 7150 Switch, 24x 1G SFP ports, 2x 1G RJ45 uplink-ports and 4x 10G SFP+ stacking/uplink-ports, L3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-24P-4X10GR-RMT3	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps PoE+ ports, 2x 1G RJ45 uplink ports, 4x 10 GbE SFP+ stacking/uplink-ports, 370 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48-4X10GR-RMT3	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48P-4X10GR-RMT3	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink ports, 370 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48PF-4X10GR-RMT3	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink-ports, 740 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), three-year remote support.
ICX7150-48ZP-E8X10GR-RMT3	Ruckus ICX 7150 Z-Series switch, 16x 100/1000 Mbps/2.5 Gbps PoH ports, 32x 10/100/1000 PoE+ ports, 8x 10 GbE SFP+ stacking/uplink-ports (max 4 for stacking), 1x 920 W AC power supply, 1 fan, 740 W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), Three year remote support.

TAA-COMPLIANT RUCKUS ICX 7150 SWITCHES	
PART NUMBER	Please note that three-year remote support can be ordered separately to cover any Ruckus ICX 7150 model.
ICX7150-C12P-2X10GR-A	Ruckus ICX 7150 Compact Switch, 12x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 2x 10 GbE SFP+ stacking/uplink-ports, 124 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-C102P-2X10GR-A	Ruckus ICX 7150 Compact Switch, 2x 100/1000/2.5/5/10G PoH ports, 2x 100/1000/2.5G PoH ports, 6x 100/1000/2.5G PoE+ ports, 2x 10G SFP+ stacking/uplink ports, 240W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-24-4X10GR-A	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink-ports, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-24F-4X10GR-A	Ruckus ICX 7150 Switch, 24x 1G SFP ports, 2x 1G RJ45 uplink ports and 4x 10G SFP+ stacking/uplink ports, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-24P-4X10GR-A	Ruckus ICX 7150 Switch, 24x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink-ports, 370 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-48-4X10GR-A	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink ports, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-48P-4X10GR-A	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink-ports, 4x 10 GbE SFP+ stacking/uplink-ports, 370 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA-compliant.
ICX7150-48PF-4X10GR-A	Ruckus ICX 7150 Switch, 48x 10/100/1000 Mbps PoE+ ports, 2x 1 GbE RJ45 uplink ports, 4x 10 GbE SFP+ stacking/uplink ports, 740 W PoE budget, Layer 3 features (OSPF, VRRP, PIM, PBR), TAA compliant.
ICX7150-48ZP-E8X10GR2-A	Ruckus ICX 7150 Z-Series switch, 16x 100/1000 Mbps/2.5 Gbps PoH ports, 32x 10/100/1000 PoE+ ports, 8x 10 GbE SFP+ stacking/uplink-ports (max 4 for stacking), 2x 920 W AC power supply, 2 fans, 1480 W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), TAA compliant.

RUCKUS ICX 7150 ORDERING INFORMATION

UPGRADE LICENSES	
PART NUMBER	All Ruckus ICX 7150 switch models with 1 GbE SFP uplink ports can be upgraded to 10 GbE SFP+ ports with a license.
BR-ICX-7150C-21U210R-P-01	License to upgrade the Ruckus ICX 7150 12 ports compact switches from 2x1 GbE SFP to 2x10 GbE SFP+ stacking/uplink ports. Also includes Layer 3 features (OSPF, VRRP, PIM, PBR).
BR-ICX-7150-41U210-P-01	License to upgrade any Ruckus ICX 7150 24/48 ports except the Z-Series from 4x1 GbE SFP to 2x1 GbE SFP and 2x10 GbE SFP+ stacking/uplink ports.
BR-ICX-7150-41U410R-P-01	License to upgrade any Ruckus ICX 7150 24/48 ports except the Z-Series from 4x1 GbE SFP to 4x10 GbE SFP+ stacking/uplink ports. Also includes Layer 3 features (OSPF, VRRP, PIM, PBR).
BR-ICX-7150-210U410R-P-01	License to upgrade any Ruckus ICX 7150 24/48 ports except the Z-Series from 2x1 GbE SFP and 2x10 GbE SFP+ to 4x10 GbE SFP+ stacking/uplink-ports. Also includes Layer 3 features (OSPF, VRRP, PIM, PBR).
BR-ICX-7150Z210U210R-P-01	License to upgrade ICX 7150 Z-Series models from 6x1 GbE SFP and 2x10 GbE SFP+ to 8x10 GbE SFP+ stacking/uplink ports (max 4 for stacking). Also includes L3 features (OSPF, VRRP, PIM, PBR).
FRU'S AND ACCESSORIES	
RPS20-E	Ruckus ICX 7150-482P 920 W AC hot-swap PoE power supply, front to back airflow (up to 2 per switch). Only applicable to the Z-Series.
ICX-FAN11	Ruckus ICX 7150-482P hot-swap fan tray (up to 2 per switch). Only applicable to the Z-Series.
ICX6400-C13-MGNT	Magnet Mount Kit for Ruckus ICX 7150/6450/6430 12 Port Compact Switches.
CC-RJ45-DB9	Console cable RJ45 RJ45 with RJ-45 DB9 Adapter (for RJ-45 console port on ICX 7150).
CC-USBC-USB-A	USB 2.0 Cable, Type-C to Type-A, 1 meter (for USB Type-C console port on ICX 7150).
ICX7000-C12-RMK	ICX7150-C12P & ICX7150-C08P Compact Switch Rack Mount Kit.
ICX7000-C10ZP-RMK	ICX7150-C10ZP Compact Switch Rack Mount Kit.
ICX7000-C12-WMK	ICX7150-C12P & ICX7150-C08P & ICX7150-C10ZP Compact Switch Wall Mount & Under-Desk Mount Kit.
XBR-R000295	Universal Rack Mount Kit, 4 post FRU.
ICX7000-RMK	Rack Mount Kit 2-post FRU for ICX 7000 series 24/48 port models.
RMK-LRM-ADP	Rack Mount Kit for LRM adapters. This 1RU shelf can accommodate up to 8 LRM adapters.
OPTICS	
See Optics Datasheet at www.ruckusnetworks.com/optics	Ruckus offers a unique set of high performance, reliable, and cost-effective optical transceivers to help enterprises and service providers meet the challenges of diverse network topologies. To ensure maximum quality, Ruckus selects and tests the most reliable, highest performing optical transceivers on the market and then warrants their availability, capacity and performance in Ruckus' product * for a the specific list of optics supported by each ICX product see the Optics Datasheet at www.ruckusnetworks.com/optics
MANAGEMENT SOFTWARE	
See SmartZone Datasheet at www.ruckusnetworks.com/smartzone	Ruckus SmartZone centralizes management of the entire family of Ruckus switches and wireless Access Points with a single easy-to-deploy management platform. It simplifies network set-up and management, enhances security, streamlines troubleshooting and eases upgrades. SmartZone Network Controllers are available in both appliance and virtual appliance form. For more information, go to www.ruckusnetworks.com/smartzone .

ORDERING NOTES

All Ruckus ICX 7150 switches come with an accessory kit that includes a rubber foot kit, power cord clip, rack mount kit (for 24/48 ports model), RJ-45 console cable and US AC power cord. Stacking cables, USB console cables, compact switch rack mount kit, and optics need to be ordered separately.

All Ruckus ICX 7150 switch models with 1 GbE SFP uplink ports can be upgraded with either 4x1 GbE SFP, 2x1 GbE SFP, and 2x10 GbE SFP+, or 4x10 GbE SFP+ uplinks.

Standard Ruckus ICX 7150 1 RU Switch models can be ordered configured with either 4x1 GbE SFP, 2x1 GbE SFP, and 2x10 GbE SFP+, or 4x10 GbE SFP+ uplinks.

The Ruckus ICX7150-C12P compact switch can be ordered configured with either 2x1 GbE SFP or 2x10 GbE SFP+ uplinks.

The Ruckus ICX7150-48ZP switch can be ordered configured with 2x10 GbE SFP+ uplinks and 6x1 GbE SFP, or 8x10 GbE SFP+ uplinks.

Upgrade licenses are available to upgrade standard Ruckus ICX 7150 1 RU switches to either 2x1 GbE SFP and 2x10 GbE SFP+ or to 4x10 GbE SFP+, the Ruckus ICX 7150 compact switch to 2x10 GbE SFP+, and the Ruckus ICX7150-48ZP switch to 8x10 GbE SFP+.

Ruckus ICX 7150 Switches with 4x10 GbE SFP+ and 8x10 GbE SFP+ (2x10 GbE SFP+ for the compact switch) include a license to enable Layer 3 features (OSPF, VRRP, PIM, PBR).

Special SKUs have been created to enable customers to order specific Ruckus ICX 7150 models with three-year remote support included. Please note that additional years of remote support can always be ordered separately to cover any Ruckus ICX 7150 model. Contact Ruckus or channel partner representative for details about Ruckus support options and support part numbers.

For your convenience, a fully loaded ICX 7150-48ZP model with dual power supplies and 8x10 GbE ports bundle has been created. It comes with factory installed power supplies, fans and 8x10 GbE port licenses.

WARRANTY

Ruckus ICX 7150 Switches are covered by the Ruckus Assurance Limited Lifetime Warranty. For details, visit www.ruckusnetworks.com/warranty.

BEST-IN-CLASS SUPPORT

Ruckus ICX 7150 switches are supported by next-business-day advance replacement where available, as well as software defect repairs and maintenance updates. 90 days remote support is included with the product purchase. Many on-site and remote support options are available and can be purchased bundled with the product or separately.

LEGAL DISCLAIMER

Product features, functionality and specifications may change or be discontinued without notice. Nothing in this document shall be deemed to create a warranty of any kind, either express or implied, statutory or otherwise, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights or availability with respect to any products and services.

Refer to www.ruckusnetworks.com for the latest version of this document.

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WIFI EQUIPMENT

T310 SERIES

Outdoor 802.11ac Wave 2 APs with SmartMesh™



DATA SHEET



BENEFITS

SIMPLICITY

Ruckus' Outdoor APs make Wi-Fi deployments extremely simple to deploy with one-touch technologies like SmartMesh™.

STUNNING WI-FI PERFORMANCE

Extends coverage with patented BeamFlex™ adaptive antenna technology while mitigating interference by utilizing up to 64 directional antenna patterns.

GREAT OUTDOOR WI-FI

Experience high performance outdoor 802.11ac Wave 2 Wi-Fi with IP-67 weather proofing.

MULTIPLE MANAGEMENT OPTIONS

Manage the T310 Series with physical or virtual controller appliances.

SERVE MORE DEVICES

Connect more devices simultaneously with two MU-MIMO spatial streams and concurrent dual band 2.4/5GHz radios while also enhancing non-Wave 2 device performance.

AUTOMATE OPTIMAL THROUGHPUT

ChannelFly™ dynamic channel technology uses machine learning to automatically find the least congested channels. You always get the highest throughput the band can support.

MORE THAN WI-FI

Support services beyond Wi-Fi with Ruckus IoT Suite, Cloudpath security and onboarding software, SPoT Wi-Fi locationing engine, and SCI network analytics.

Modern Wi-Fi device users expect reliable connectivity—anywhere, anytime. But in crowded outdoor venues with thousands of users and constant RF noise, they are often frustrated by poor coverage, dropped connections, and reduced data rates. These aggravating Wi-Fi experiences can easily translate to negative perceptions of the venue and the service provider, resulting in loss of business. The quality of the network experience becomes the "litmus test" for acceptance or rejection.

As the market leader in outdoor Wi-Fi deployments, Ruckus knows that one AP solution cannot meet every possible challenge of varied and complex outdoor requirements. This is why the Ruckus T310 802.11ac Wave 2 series is designed with more variety than any other outdoor AP in the market today. Available with either internal omni-directional antennas or internal high-gain directional antenna models, the T310 Series uses patented Ruckus antenna optimization and interference mitigation technologies to improve throughput, connection reliability, and deliver industry-leading 802.11ac Wave 2 performance to every connected client. At the same time, the T310 Series is designed for fast, simple install on with an ultra-lightweight, low profile, IP-67 rated enclosure that can stand up to the most challenging outdoor environments.

At Ruckus, we know that outdoor AP deployments are especially challenging for installation and maintenance, which is why Ruckus outdoor APs use a variety of technologies, like SmartMesh that help simplify outdoor AP deployment.

The Ruckus T310 Series is perfect for high-density outdoor public venues such as airports, convention centers, plazas, malls, smart cities, and other dense urban environments. By providing a superior Wi-Fi experience to every user in high-density outdoor locations, venue operators can improve guest satisfaction and loyalty, deliver new kinds of wireless application services, and increase revenues.

The Ruckus T310 Series incorporates patented technologies found only in the Ruckus Wi-Fi portfolio.

- Extended coverage with patented BeamFlex™ utilizing multi-directional antenna patterns.
- Improve throughput with ChannelFly, which dynamically finds less congested Wi-Fi channels to use.

Whether you're deploying ten or ten thousand APs, the T310 Series is easy to manage through Ruckus' appliance and virtual management options.

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ACCESS POINT ANTENNA PATTERN

Ruckus' BeamFlex+ adaptive antennas allow the T310 AP to dynamically choose among a host of antenna patterns (up to 64 possible combinations) in real-time to establish the best possible connection with every device. This leads to:

- Better Wi-Fi coverage
- Reduced RF interference

Traditional omni-directional antennas, found in generic access points, oversaturate the environment by needlessly radiating RF signals in all directions. In contrast, the Ruckus BeamFlex+ adaptive antenna directs the radio signals per-device on a packet-by-packet basis to optimize Wi-Fi coverage and capacity in real-time to support high device density environments. BeamFlex+ operates without the need for device feedback and hence can benefit even devices using legacy standards.

Figure 1. Example of BeamFlex+ pattern

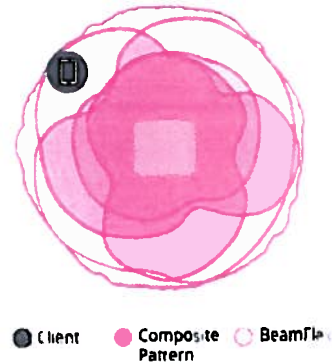


Figure 2. T310d 2.4GHz Azimuth Antenna Patterns



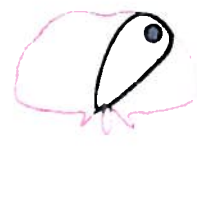
Figure 3. T310d 5GHz Azimuth Antenna Patterns



Figure 4. T310d 2.4GHz Elevation Antenna Patterns



Figure 5. T310d 5GHz Elevation Antenna Patterns



Note: The outer trace represents the composite RF footprint of all possible BeamFlex+ antenna patterns, while the inner trace represents one BeamFlex+ antenna pattern within the composite outer trace.

T310 SERIES

Outdoor 802.11ac Wave 2 2x2:2 Wi-Fi Access Point

DATA SHEET

Wi-Fi

Wi-Fi Standards	<ul style="list-style-type: none"> IEEE 802.11a/b/g/n/ac Wave 2
Supported Rates	<ul style="list-style-type: none"> 802.11ac: 6.5 to 867 Mbps (MCS0 to MCS9), NSS=1 to 2 for VHT20/40/80 802.11n: 6.5 Mbps to 300Mbps (MCS0 to MCS15) 802.11a/g: 54, 48, 36, 24, 18, 12, 9, 6Mbps 802.11b: 11, 5.5, 2 and 1 Mbps
Supported Channels	<ul style="list-style-type: none"> 2.4GHz: 1-13 5GHz: 36-64, 100-144, 149-164
MIMO	<ul style="list-style-type: none"> 2x2 SU-MIMO 2x2 MU-MIMO
Spatial Streams	<ul style="list-style-type: none"> 2 SU-MIMO 2 MU-MIMO
Radio Chains and Streams	<ul style="list-style-type: none"> 2x2:2
Channelization	<ul style="list-style-type: none"> 20, 40, 60MHz
Security	<ul style="list-style-type: none"> WPA-PSK, WPA-TKIP, WPA2 AES, 802.11i, Dynamic PSK WIPS/WIDS WMM Power Save Tx Beamforming, LDPC SIBC 802.11r/4v
Other Wi-Fi Features	<ul style="list-style-type: none"> Hotspot, Hotspot 2.0 Captive Portal WSP

5GHz RECEIVE SENSITIVITY

VHT20		VHT40			VHT80		
MCS0	MCS7	MCS0	MCS7	MCS9	MCS0	MCS7	MCS9
-96	-77	-93	-74	-69	-90	-71	-66

2.4GHz TX POWER TARGET

Rate	Power (dBm)
MCS0 HT20	23
MCS7 HT20	18
MCS0 HT40	27
MCS7 HT40	18

5GHz TX POWER TARGET

Rate	Power (dBm)
MCS0 VHT20	24
MCS7 VHT20	20
MCS9 VHT20	18
MCS0 VHT40, VHT80	23
MCS7 VHT40, VHT80	20
MCS9 VHT40, VHT80	18

RF

	T310c	T310d	T310s	T310n
Antenna Type	BeamFlex™ adaptive antenna with dual 2x2:2:2 diversity			
Antenna Gain (max)	Up to 3dB	Up to 9dB	Up to 9dB	Up to 13 dB
Peak Transmit Power (aggregate across MIMO chains)	<ul style="list-style-type: none"> 2.4GHz: 300mW 5GHz: 240mW 	<ul style="list-style-type: none"> 2.4GHz: 74dBm 5GHz: 21dBm 	<ul style="list-style-type: none"> 2.4GHz: 74dBm 5GHz: 21dBm 	<ul style="list-style-type: none"> 2.4GHz: 77dBm 5GHz: 24dBm
BeamFlex™ SINR Transmit Power Gain*	Up to 6 dB			
BeamFlex™ SINR Receive Power Gain*	Up to 4 dB			
Minimum Receive Sensitivity†	-101dBm			
Frequency Bands	<ul style="list-style-type: none"> ISM (2.42-2.484GHz) UNII-1 (5.15-5.25GHz) UNII-2A (5.25-5.35GHz) UNII-2C (5.47-5.725GHz) UNII-3 (5.725-5.85GHz) 			

2.4GHz RECEIVE SENSITIVITY

HT20		HT40	
MCS0	MCS7	MCS0	MCS7
95	78	92	75

PERFORMANCE AND CAPACITY

Peak PHY Rates	<ul style="list-style-type: none"> 2.4GHz: 300Mbps 5GHz: 867Mbps
Client Capacity	Up to 512 clients per AP
SSID	Up to 31 per AP

RUCKUS RADIO MANAGEMENT

Antenna Optimization	<ul style="list-style-type: none"> BeamFlex™ Polarization Diversity with Maximum Ratio Combining (PMRC)
Wi-Fi Channel Management	<ul style="list-style-type: none"> ChannelFly Background Scan Based
Client Density Management	<ul style="list-style-type: none"> Adaptive Band Balancing Client Load Balancing Airtime Fairness Airtime based WPA Priority
SmartCast Quality of Service	<ul style="list-style-type: none"> QoS-based scheduling Directed Multicast L2/L3/L4 ACLs
Mobility	SmartRoam™
Diagnostic Tools	<ul style="list-style-type: none"> Spectrum Analysis SpecFlex

* BeamFlex gain are statistically from level effect. It is related to channel width based on observation. Over time in real world conditions with multiple RF and density clients. † Sensitivity varies by channel width and MCS rate.



T310 SERIES

Outdoor 802.11ac Wave 2 2x2 Wi-Fi Access Point

DATA SHEET

NETWORKING

Controller Platform Support	<ul style="list-style-type: none"> SmartZone ZoneDirector Standalone
Mesh	SmartMesh™ wireless meshing technology. Self-healing Mesh
IP	IPv4, IPv6
VLAN	<ul style="list-style-type: none"> 802.1Q (1 per BSSID or dynamic per use based on RADIUS) VLAN Pooling Port-based
802.1x	Authenticator & Supplicant
Tunnel	L2TP, GRE, soft-GRE
Policy Management Tools	<ul style="list-style-type: none"> Application Recognition and Control Access Control Lists Device Fingerprinting Rate Limiting
IoT Capable	Yes

PHYSICAL INTERFACES

	T310c	T310d	T310s	T310n
Ethernet	1 x CoE port, RJ45			
USB	—	1 USB 2.0 port, Type A		
DC Power	—	12V DC Terminal Block (8V-20V)		

PHYSICAL CHARACTERISTICS

	T310c	T310d	T310s	T310n
Physical Size	181(L) x 51(W) x 79(H) mm	261(L) x 209(W) x 103(H) mm	261(L) x 83(W) x 111(H) mm	
Weight	1kg (2.1lbs)		1.65kg (3.6lbs)	
Ingress Protection	IP 67			
Mounting	Wall, Drop ceiling, Desk			
	Pole Mount Diameter 1" to 2.5"			
Operating Temperature	20°C (-4°F) to 65°C (149°F)	-40°C (-40°F) to 65°C (149°F)		
Operating Humidity	Up to 95%, non-condensing			
Wind Survivability	Up to 266km/h (165mph)			

POWER¹

	T310c	T310d	T310s	T310n
Power Supply	Max Power Consumption (includes USB power)			
802.3af/at (PoE)	7.92W	11.86W	11.86W	11.86W
DC		11.7W	12.11W	1.7W

¹ Max power varies by country, regulatory band, and MFR rate.
² For complete list of Wi-Fi certifications, please see Wi-Fi Alliance website.
 For current certification status, please refer to price list.

CERTIFICATIONS AND COMPLIANCE

Wi-Fi Alliance²	<ul style="list-style-type: none"> Wi-Fi CERTIFIED™ a b g n ac Passpoint® Vantage EN 60950-1 Safety EN 60601 1 2 Medical EN 61000-4-2/3/5 Immunity EN 50121-1 Railway EMC
Standards Compliance⁴	<ul style="list-style-type: none"> EN 50121-4 Railway Immunity IEC 61733 Railway Shock & Vibration UL 2043 Plenum EN 62311 Human Safety/RF Exposure WEEE & RoHS ISTA 2A Transportation

SOFTWARE AND SERVICES

Location Based Services	• SPOT
Network Analytics	• SmartCell Insights (SCI)
Security and Policy	• CloudShield

MODEL FEATURE DIFFERENCES

Model	Antenna	Low Temp	USB	DC Power
T310c	Omn	20°C	N	N
T310d	Omn	-40°C	Y	Y
T310n	Narrow Sector (30°)	40°C	Y	Y
T310s	Sector (120°)	-40°C	Y	Y

ORDERING INFORMATION

	T310 OUTDOOR APs
901-T310-JX20	T310c, omn, outdoor access point, 802.11ac Wave 2 2x2 2 internal BeamFlex™ dual band concurrent. One Ethernet port, PoE input, 20°C to 65°C Operating Temperature. Includes mounting bracket and one year warranty. Does not include PoE injector.
901-T310-JX40	T310d, omn, outdoor access point, 802.11ac Wave 2 2x2 2 internal BeamFlex™ dual band concurrent. One Ethernet port, PoE input, DC input and USB port, -40°C to 65°C Operating Temperature. Includes mounting bracket and one year warranty. Does not include PoE injector.
901-T310-JX51	T310s, 110x30 deg, Outdoor 802.11ac Wave 2 2x2 120 degree sector dual band concurrent access point. One Ethernet port, PoE input, DC input and USB port, -40°C to 65°C Operating Temperature. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector.
901-T310-JX61	T310n, 30x30 deg, Outdoor 802.11ac 2x2 Wave 2 narrow beam, dual band concurrent access point. One Ethernet port, PoE input and USB port, -40°C to 65°C Operating Temperature. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector.

See Ruckus price list for country specific ordering information.
 Warranty: Sold with a limited one year warranty.
 For details see <http://support.ruckuswireless.com/warranty>

T310 SERIES

Outdoor 802.11ac Wave 2 2x2 2.4 GHz Wi-Fi Access Point

DATA SHEET

OPTIONAL ACCESSORIES

- 902-0162-XXXX** - PoE injector (24W) (Sold in quantities of 1, 10 or 100)
- 902-0125-0000** - Secure articulating mounting bracket
- 902-0127-0000** - Extended cap to accommodate up to 6 cm long USB dongle
- 902-1121-0000** - Spare weatherizing cable gland with option of one hole or 2 hole connection

PLEASE NOTE: When ordering outdoor APs, you must specify the destination region by indicating US, WW or Z2 instead of XX. When ordering PoE injectors or power supplies, you must specify the destination region by indicating US, -EU, -AU, -BR, -CN, -IN, -JP, -KR, -SA, -UK, or UN instead of -XX. For access points, -Z2 applies to the following countries: Algeria, Egypt, Israel, Morocco, Tunisia, and Vietnam.

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Warranty: Ruckus Wireless, Inc. warrants that the product will be free from defects in materials and workmanship under normal use for a period of 3 years from the date of purchase.

Limitation of Remedies: Ruckus Wireless, Inc. shall not be liable for consequential, incidental, or special damages, including lost profits, lost data, or any other damages, even if advised of the possibility of such damages.

Force Majeure: Ruckus Wireless, Inc. shall not be liable for any delay or failure to perform its obligations under this agreement caused by acts of God, war, terrorism, or other events beyond its control.

Assignment: Ruckus Wireless, Inc. shall not assign, transfer, or otherwise dispose of its rights or obligations under this agreement without the prior written consent of the other party.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

Counterparts: This agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this agreement, and all of which together shall be deemed to constitute one and the same agreement.

Severability: If any provision of this agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

Language: This agreement is written in English. If there is a discrepancy between the English and any other language version, the English version shall prevail.

Notices: All notices under this agreement shall be in writing and shall be deemed to have been given if delivered to the following address: Ruckus Wireless, Inc., 10000 Ruckus Way, San Jose, CA 95134, USA.



WIRELESS NETWORKS

www.ruckuswireless.com

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ADVERTISING OPTIONS



solution brief

Purple WiFi

The Leader in Social WiFi

Introduction

Purple WiFi is a hotspot WiFi solution that is also a powerful marketing tool. It helps brick-and-mortar stores increase business and improve customer loyalty via sophisticated yet easy to use customer analytics and campaign management tools. Working with Ruckus Smart WiFi and Ruckus Smart Positioning Technology (SPoT), Purple WiFi, can also leverage detailed location data to enhance customer insight and allow much finer targeting of customer marketing campaigns.

Purple WiFi is a powerful and secure platform, with features such as social login, enhanced social media interaction, family friendly content filtering and real time insight and analytics. It allows login via Facebook, Twitter etc. or any other form that can expand your social network presence quickly. It also captures customer data, including optional email addresses, allowing venues to quickly build up valuable marketing lists of people who have actually been in their store, restaurant or venue.

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Purple WiFi

SOLUTION OF THE YEAR



Purple WiFi is deployed on top of Ruckus Smart WiFi infrastructure to offer a fully branded service including customized login and landing page. Brands can also have 'super user' administrator control of all regional stores.

Retail, leisure, hospitality, public sector, education, healthcare, travel and transport venues can link social login information with location and presence data to give an unrivalled level of customer insight. Marketing messages and social engagement posts can be triggered from the Purple WiFi platform based on demographic data or behavior in the venue.

Purple WiFi gives control back to the venues by allowing them to brand their own WiFi pages where other WiFi providers control that branding - and data collected. Many companies are also willing to pay for sophisticated email management and

sending platforms. Purple WiFi has created a tool that allows you to send emails or SMS to your customers - tailored to their demographic and/or behavior. The Purple WiFi reporting engine provides detailed analytics for venues or stores. With Purple WiFi enterprises can find out who is visiting, how long they stay, how often they return, and capture detailed demographic data via social log. According to Purple WiFi research, over 50% of people that connect via social login post messages about a brand while online. Venues can tailor posts according to the store and current offers. These posts reach each users' social network.

Together, Purple WiFi and Ruckus offer a complete, scalable and easy to manage solution that can be deployed anywhere from a neighborhood restaurant to a large stadium to a nationwide network of retail stores.



www.ruckuswireless.com

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WARRANT REGISTER FOR COUNCIL MEETING 10/27/2020

RECEIVED PART I

apChkLst
10/07/2020 1:24:48PM

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CITY OF SOUTH GATE

Page: 1
OCT 21 2020

7:50am

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90489	10/7/2020	0008914 00004000	1232727-2684-5	9/1/2020	SEP 2020: 263-1669: SG RESDTL	312,518.00	312,518.00
Sub total for BANK OF THE WEST:						312,518.00	312,518.00
Grand Total All Checks:						312,518.00	312,518.00

Voucher:

1 check in this report.

Item No. 12

WARRANT REGISTER FOR COUNCIL MEETING 10/27/2020

PART II

apChkLst
10/14/2020 10:37:19AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90490	10/15/2020	0012107 CALIFORNIA STATE DISBURSEMENT	Ben277341	10/15/2020	CA STATE DISB. UNIT: PAYMENT	578.76	578.76
90491	10/15/2020	0009920 OCSE CLEARINGHOUSE SDU	Ben277343	10/15/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
Voucher:							
Voucher:							
Sub total for BANK OF THE WEST:						902.76	902.76

2 checks in this report.

Grand Total All Checks: 902.76

WARRANT REGISTER FOR COUNCIL MEETING 10/27/2020

PART III

Final Check List
CITY OF SOUTH GATE

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apChkLst
10/19/2020 3:47:07PM

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90487	10/7/2020	00004865 SO CALIF EDISON	9/16/2020	9/28/2020	BILLING PRD SEP 2020 & EE/OB	130,159.01	130,159.01
	Voucher:						
90488	10/7/2020	0008914 AMERICAN EXPRESS	1232727-2684-5	9/1/2020	SEP 2020:263-1669:SG RESDTL 1	312,518.00	312,518.00
	Voucher:						
90492	10/14/2020	0012821 INTERDEV, LLC	CW 1025514	3/24/2020	INTERDEV DELL LAPTOPS FOR I	5,575.00	5,575.00
	Voucher:						
90493	10/27/2020	00003502 ABC BATTERY INC.	103830	10/7/2020	REPLACEMENT PARTS FOR JOE	95.81	95.81
	Voucher:						
90494	10/27/2020	00003971 ADMINISURE INC.	13593	9/17/2020	OCT 2020 - WORK COMP CLAIM.	9,224.00	9,224.00
	Voucher:						
90495	10/27/2020	00004372 AIRGAS USA, LLC	9104841241	10/3/2020	CARBON DIOXIDE FOR POOL	188.05	
	Voucher:						
90496	10/27/2020	0007802 AIS SPECIALTY PRODUCTS, INC	9104984508	9/10/2020	CARBON DIOXIDE FOR POOL	106.68	
	Voucher:						
			PSI344095	5/18/2020	ALCOHOL WIPES 75% 2000 WIP	1,189.33	
			PSI348134	6/11/2020	50-HAN-I-SIZE GEL FILL TO ORD	537.63	
			PSI3467672	6/3/2020	28-HAN-I-SIZE SPRAY	1,828.72	
			PSI3467671	6/3/2020	INDUST MAINTENANCE SUPPLIE	1,832.99	
90497	10/27/2020	0011325 ALAN'S LAWN & GARDEN CENTE	970873	8/27/2020	PARKS - MECHANICS SHOP SUP	195.14	5,388.67
	Voucher:						
90498	10/27/2020	0011059 ALESHIRE & WYNDRER, LLP, SUIT	58648	9/23/2020	THRU 08/31/20 - PERSONNEL-LA	360.00	
	Voucher:						
			58822	10/5/2020	THRU 09/30/20 - PERSONNEL-LA	1,170.00	1,530.00
90499	10/27/2020	0011577 ALL PHASE ELECTRIC SUPPLY C	0946-1001334	9/16/2020	CESAR CHAVEZ PLAYGROUND	899.71	
	Voucher:						
			0946-483791	6/29/2020	ELECTRICAL SUPPLIES	8,214.68	9,114.39

Gray highlights indicate prepaid checks

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Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90500	10/27/2020	00003399 ALVARADOSMITH Voucher:	349311	9/30/2020	THRU 09/30/20 - TUESDAYS, AGE	10,500.00	
			349315	9/30/2020	THRU 9/30/20 RE:COGS ADV CAF	100.00	
			349314	9/30/2020	THRU:9/30/20 RE:COGS ADV CIT	120.00	
			349317	9/30/2020	THRU:9/30/20 COGS ADV EDWAF	100.00	
			349318	9/30/2020	THRU 9/30/20 RE: COGS ADV JAI	6,708.80	
			349340	9/30/2020	THRU 09/30/20 RE:COGS - LUCIL	200.00	
			349322	9/30/2020	THRU 09/30/20 - COGS ADV ALBE	100.00	
			349309	9/30/2020	THRU 09/30/20 - GENERAL PROJ	634.00	
			349310	9/30/2020	THRU 09/30/20 - ATTEND SPECIA	3,352.50	
			349342	9/30/2020	THRU 9/30/20 RE:COGS ADV JOE	80.00	
			349328	8/31/2020	THRU 9/30/20 RE:COGS ADV SIL	151.30	
			349325	9/30/2020	THRU 9/30/2020 RE: COGS ADV /	13,223.79	
			349344	8/31/2020	THRU 9/30/2020 RE: COGS, ET AI	1,882.00	
			349332	8/31/2020	THRU 9/30/2020 RE: COGS ADV I	8,680.00	
			349339	9/30/2020	THRU:9/30/20 RE:COGS ADV LUZ	3,406.95	
			349323	9/30/2020	THRU 08/31/20 - COGS ADV MAR	1,575.00	
			349324	9/30/2020	THRU 9/30/20 RE:COGS ADV JOI	1,900.00	
			349343	8/31/2020	THRU:9/30/20 RE:COGS ADV ERI	825.00	
			349327	8/31/2020	THRU 9/30/2020 RE:COGS ADV S	725.00	
			349329	8/31/2020	THRU 9/30/2020 COGS RE GOAL	275.00	
			349330	8/31/2020	THRU 09/30/20 COGS ET AL ADV	2,325.00	
			349331	8/31/2020	THRU 9/30/2020 RE: COGS ADV /	924.25	
			349336	8/31/2020	THUR 9/30/2020 RE:COGS REGA	5,472.50	
			349337	8/31/2020	THUR 9/30/20 RE:COGS ADV ROI	2,564.15	
			349334	8/31/2020	THRU 9/30/2020 RE: COGS, ET AI	4,950.00	
			349316	9/30/2020	THRU:9/30/20 RE:COGS ADV ANC	100.00	
			349319	9/30/2020	THRU:9/30/1/20 RE:COGS ADV AF	399.10	
			349341	8/31/2020	THUR 9/30/20 COMMUNITY DEVE	4,207.50	
			349338	8/31/2020	THRU 09/30/20 - EMPLOYMENT A	412.50	75,894.34
90501	10/27/2020	00004309 AMERIFLEX Voucher:	INV361096	10/5/2020	OCT 2020: FSA ADMIN FEE FOR :	189.00	189.00
90502	10/27/2020	0007290 APW KNOX-SEEMAN Voucher:	15709290	9/21/2020	FILTERS AND WIRE TERMS.	198.24	
			15737656	9/29/2020	THERMOSTAT AND COOLANT C/	24.74	
			15547195	8/3/2020	WIRE TERMINALS	41.61	264.59

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90503	10/27/2020	00005075 AT&T Voucher:	15327309	9/13/2020	BP- 08/13/20-09/12/2020-BAN: 935	68.45	
			15323325	9/13/2020	BAN: 9391034763- BP-08/13/20-05	1,416.35	
			15323327	9/13/2020	BAN: 9391034762- BP-08/13/20-05	2,415.59	
			15323324	9/13/2020	BAN: 9391034764- BP-08/13/20-05	1,545.15	
			15323329	9/13/2020	BP-08/13/20-09/12/20-BAN: 93910	109.91	
			15323326	9/13/2020	BAN: 9391034765 - BP - 08/13/20-	1,670.22	
			15261461	9/1/2020	BP- 08/01/20-08/31/2020 BAN: 935	41.98	
			15323328	9/13/2020	BP- 08/13/20-09/12/2020 BAN: 935	17.29	7,284.94
90504	10/27/2020	00004126 A-THRONE CO INC. Voucher:	0000658314	9/17/2020	4-PORTABLE RESTROOM UNIT F	380.74	380.74
90505	10/27/2020	00000201 ATLANTIC LOCK & KEY Voucher:	16971	10/13/2020	SECURE POLICE STATION DURI	427.17	427.17
90506	10/27/2020	0010585 AUTOZONE STORES, INC. Voucher:	5488150340	9/25/2020	THERMOSTATS FOR UNIT 200	24.45	
			5488084396	7/23/2020	TOW SECURITY PIN FOR UNIT 3:	43.85	68.30
90507	10/27/2020	0011669 BDO USA LLP Voucher:	001375730	7/30/2020	JULY 2020: SECTION 8 FINAN	1,552.00	
			001401916	9/29/2020	SEP 2020: SECTION 8 FINAN	1,780.00	3,332.00
			5073074	9/1/2020	BEARCOM ANNUAL SERVICES F	323.48	
			5088952	10/1/2020	OCT 2020: RENEWAL 7/1/20-6/30/	2,028.70	
			5088960	10/1/2020	OCT 2020 BEARCOM ANNUAL SE	2,270.06	
			5073081	9/1/2020	SEP 2020 BEARCOM ANNUAL SE	318.81	
			5073089	9/1/2020	SEP 2020 BEARCOM ANNUAL SE	175.52	
			5088949	10/1/2020	OCT 2020 BEARCOM ANNUAL SE	323.48	
			5088965	10/1/2020	OCT 2020 BEARCOM ANNUAL SE	175.52	5,615.57
90509	10/27/2020	0009876 BIGGS CARDOSA Voucher:	79292	8/5/2020	JULY 2020: CONSTRUCTION MAI	1,416.01	
			79477	9/5/2020	AUG 2020: CONSTRUCTION MA	588.75	
			78337	4/5/2020	MAR 2020: CONSTRUCTION MA	11,821.07	
			79022	7/5/2020	JUN 2020: CONSTRUCTION MA	1,316.50	15,142.33
90510	10/27/2020	00001872 BLODGETT BAYLOSIS ENVIRONM201923 Voucher:		10/5/2020	INITIAL STUDY/MITIGATED NEGA	7,950.00	7,950.00
90511	10/27/2020	00002469 BOB BARKER COMPANY Voucher:	UT1000544848	9/26/2020	JAIL SUPPLIES - MATTRESS PAD	1,843.71	1,843.71
90512	10/27/2020	0012693 BROUKHIM, POUYAN Voucher:	Ref000277416	10/12/2020	UB REFUND CST #00061609-105:	61.47	61.47
90513	10/27/2020	0009570 CALIFORNIA CIRCUIT BREAKERS104646 Voucher:		8/20/2020	PLUG IN BREAKER FOR ELECTR	33.08	33.08

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90514	10/27/2020	0011469	CALIFORNIA DENTAL NETWORK, SEP 2020	8/20/2020	SEP 2020 PAYMENT FOR ACTIVE	269.58	269.58
	Voucher:						
90515	10/27/2020	00004433	CARPENTER, ROTHANS & DUMMO36250	9/15/2020	THRU 08/31/20 RE: CANIZALES, I	1,646.50	1,646.50
	Voucher:						
90516	10/27/2020	0006239	CENTRAL FORD	9/4/2020	PULLEY FOR UNIT 197	83.83	
	Voucher:						
			3060249	9/10/2020	DIAGNOSTIC, REPLACE DAMAGI	880.22	
			164162	9/26/2020	AC LINE SEALS FOR UNIT 364	52.17	
			361301	9/24/2020	SENSOR, THERMOSTAT AND GA	110.99	
			361187	9/24/2020	COOLANT TANK FOR UNIT 295	119.07	
			361190	9/30/2020	BATTERY FOR UNIT 418	155.52	
			361488	9/1/2020	WHEEL SPEED SENSOR FOR UN	38.03	
			360810	9/21/2020	SPEED SENSOR FOR UNIT 195	38.03	
			360963	9/21/2020	BELT AND TENSIONER FOR UNIT	83.69	
			361013	9/25/2020	TEMPERATURE SENSOR FOR UI	24.06	
			361244	9/25/2020	RADIATOR FOR UNIT 200	590.70	
			361248	9/28/2020	SPARK PLUGS FOR UNIT 114	43.17	
			361330	9/28/2020	6- FUEL INJECTORS FOR UNIT 1	262.95	2,482.43
			361338	6/10/2020	MOTOR MOUNT	170.19	170.19
90517	10/27/2020	0005839	CHAMPION CHRYSLER JEEP DOI602268				
	Voucher:						
90518	10/27/2020	00005073	CITY OF DOWNEY	6/30/2020	APRIL-JUNE 2020 SHRD TRAFFIC	97.50	97.50
	Voucher:						
90519	10/27/2020	00005074	CITY OF HUNTINGTON PARK	9/21/2020	2020-2021 ANNUAL MEMBERSHIP	500.00	500.00
	Voucher:						
90520	10/27/2020	00005090	CITY OF PARAMOUNT	10/1/2020	APRIL -JUNE 2020 SHARED MNT	105.00	105.00
	Voucher:						
90521	10/27/2020	0009306	CIVICPLUS	9/15/2020	9/1/20 - 8/31/21: WEBSITE ANNUAL	9,994.00	9,994.00
	Voucher:						
90522	10/27/2020	0011708	CLIENTFIRST TECHNOLOGY	9/30/2020	SEP 2020-IT PROJECT MANAGEI	7,533.75	7,533.75
	Voucher:						
90523	10/27/2020	00005110	COUNTY OF L.A. DEPT OF PW	9/8/2020	TS MAINT DDG-THRU AUG 2020	683.23	683.23
	Voucher:						
90524	10/27/2020	00002647	CUSTOMLINE INC.	9/19/2020	REPAIR AND REPLACE GATE MC	13,659.71	13,659.71
	Voucher:						
90525	10/27/2020	00001423	DAILY JOURNAL CORPORATION	10/8/2020	GPV GOVT PUBLIC NOTICE. AVA	260.40	
	Voucher:						
			B3404315	10/1/2020	NOTICE OF HRG: LEGACY APAR	289.80	550.20
			B3403269				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90526	10/27/2020	00000314	DAPEER ROSENBLIT & LITVAK LI17752	8/31/2020	AUG 2020 - (ANIMAL CONTROL/P	227.70	
	Voucher:		17870	9/30/2020	SEP 2020 - (ANIMAL CONTROL/P	1,120.90	1,348.60
90527	10/27/2020	00000178	DAVE BANG ASSOCIATES INC CA49158	9/25/2020	DAVE BANG & ASSOC. - REPLAC	314.19	314.19
	Voucher:						
90528	10/27/2020	0012772	DAVID A MARTINEZ	9/9/2020	FLOOR STICKER DESIGN: ARTFI	150.00	150.00
	Voucher:		ARTFUL DISTANC				
90529	10/27/2020	00003777	DON MILLER & SONS PLUMBING 328894	9/10/2020	NEW SINK INSTALLATION JANITY	994.15	994.15
	Voucher:						
90530	10/27/2020	00001782	EBERHARD EQUIPMENT	9/29/2020	REPLACEMENT PARTS FOR MOI	105.65	
	Voucher:		89353	9/25/2020	REPLACEMENT PARTS FOR MOI	1,497.95	1,603.60
90531	10/27/2020	00004746	ELECSYS CORPORATION	9/28/2020	SEP 2020: UMS SOFTWARE SUP	350.00	350.00
	Voucher:		SIP-E123454				
90532	10/27/2020	0005555	ELITE EQUIPMENT INC	9/16/2020	HEAVY DUTY BLADE	264.00	
	Voucher:		40848	9/16/2020	ELECTRICAL SUPPLIES	214.39	478.39
90533	10/27/2020	00004013	ELITE OPTICAL CO.	9/29/2020	SAFETY GLASSES FOR OSCAR I	294.11	
	Voucher:		1401657	9/29/2020	SAFETY GLASSES FOR ADRIAN	121.05	415.16
90534	10/27/2020	0011691	EMP: GODINEZ, CESAR	10/5/2020	EDU REIMB: 08/11/2020-09/14/20:	272.00	272.00
	Voucher:		FALL 2020				
90535	10/27/2020	0009411	ENGINEERING RESOURCES OF	9/2/2020	THRU 8/31/20: PROFESSIONAL S	4,522.95	
	Voucher:		54301	10/5/2020	THRU 9/30/20: PROFESSIONAL S	15,835.75	20,358.70
90536	10/27/2020	0010017	ENTERPRISE FM TRUST	10/3/2020	OCT 2020: PD- LEASED VEHICLE	1,488.03	
	Voucher:		FBN4060428	10/3/2020	OCT 2020: PD LEASED VEHICLE-	1,005.22	
			FBN4060084	10/3/2020	OCT 2020: PD LEASED VEHICLE-	826.17	
			FBN4060034	10/3/2020	OCT 2020: PD-LEASED VEHICLE:	2,108.17	5,427.59
			FBN4052939	9/18/2020	9/20/2020-09/19/2021: ESCHAT AF	431.04	431.04
	Voucher:		20200913-05				
90538	10/27/2020	00001988	FAIR HOUSING FOUNDATION #2	9/4/2020	AUG 2020 - #2: PERSONNEL REII	1,980.55	1,980.55
	Voucher:						
90539	10/27/2020	00000619	FALCON FUELS, INC.	9/22/2020	REGULAR UNLEADED FUEL & TF	3,452.07	
	Voucher:		27274	9/25/2020	REGULAR UNLEADED FUEL & TF	20,544.84	23,996.91
90540	10/27/2020	00002026	FEDERAL EXPRESS CORPORATI	9/25/2020	FEDEX STANDARD OVERNIGHT	11.87	11.87
	Voucher:		7384				
90541	10/27/2020	0010354	FRITTS FORD	9/22/2020	2020 INTERCEPTOR UTILITY VIN	39,093.44	39,093.44
	Voucher:		F21687				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90542	10/27/2020	0010237 Voucher:	FRONTIER COMMUNICATIONS 209-057-1084 10/	10/1/2020	BILLING - 10/01/20-10/31/20	54.23	54.23
90543	10/27/2020	0009215 Voucher:	G&M OIL COMPANY, LLC 711-001	10/06/2020	SEP 2020: EXPRESS CAR WASH	24.00	24.00
90544	10/27/2020	00003955 Voucher:	GALLS/QUARTERMASTER BC1198875	9/25/2020	GALLS FLEX CUFF CUTTER (10)	172.02	172.02
90545	10/27/2020	0006890 Voucher:	GARVEY EQUIPMENT COMPANY 132741 132742	10/5/2020 10/5/2020	REPLACEMENT PARTS FOR MOI PARKS MAINT. EQUIPMENT - REI	880.13 701.18	1,581.31
90546	10/27/2020	00004934 Voucher:	GAS COMPANY 134 700 9400 7 1C 132 600 9400 1 1C 102 000 8100 7 1C 102 000 8100 710, 130 500 9400 5 1C 2020-30596	10/12/2020 10/12/2020 10/12/2020 10/7/2020 10/12/2020 10/12/2020 10/8/2020	BILLING PRD- 09/08/20 -10/08/20 BILLING PRD- 09/08/20 -10/08/20 BILLING PRD- 09/01/20 -10/01/20 BILLING PRD- 09/08/20 -10/08/20 BILLING PRD- 09/08/20 -10/08/20 UNIFORM AND ACCESSORIES FI	44.99 65.33 4,041.72 43.88 74.08 637.22	
90547	10/27/2020	0008109 Voucher:	GOODIE'S UNIFORM	10/8/2020			4,270.00 637.22
90548	10/27/2020	00002890 Voucher:	GRAINGER 9635109821	8/27/2020	ELECTRICAL DIVISION SUPPLIE	9.13	993.45
90549	10/27/2020	00000534 Voucher:	GRANDE VISTA STEEL 9636611221 165948	8/28/2020 9/29/2020	PUMP FOR POOL MATERIAL TO MANUF. SECURITY	984.32 248.06	248.06
90550	10/27/2020	00002524 Voucher:	GREEN'S CLEANERS 531429	9/30/2020	SEP 2020: JAIL CLEANING OF BL	500.20	500.20
90551	10/27/2020	0009528 Voucher:	GRIFFITH COMPANY 06	8/14/2020	5/15/20-8/14/20: PROFESSIONAL	18,762.50	18,762.50
90552	10/27/2020	0011526 Voucher:	HASA, INC. 714571 714572 714570 714568 10013049533	10/1/2020 10/1/2020 10/1/2020 10/1/2020 9/15/2020	MULTI-CHLOR MULTI-CHLOR MULTI-CHLOR MULTI-CHLOR STREET LIGHT SYSTEM REPAIR	722.58 583.05 568.10 654.06 981.04	2,527.79 981.04
90554	10/27/2020	0011705 Voucher:	HI TECH GYM EQUIPMENT 3027	6/15/2020	FITNESS EQUIPMENT MAINTEN/	1,242.00	1,242.00
90555	10/27/2020	00002529 Voucher:	HINDERLITER DE LLAMAS & ASS SIN003730	9/21/2020	QTR 1 2020: AUDIT SERVICES - T	88.50	88.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90556	10/27/2020	00000268 HOME DEPOT CREDIT SERVICES	7372552	10/7/2020	SMALL TOOLS FOR REPAIRS & I	65.90	
		Voucher:	6523054	9/28/2020	IRRIGATION SUPPLIES/PARTS	41.72	
			6340743	9/28/2020	IRRIGATION PARTS FOR SOFTB/	39.42	
			2372580	10/12/2020	HOSE REPAIR KITS	62.45	
			3372506	9/21/2020	REPAIRS ON TEHE RESTROOM'	225.61	
			9360080	10/5/2020	FACILITY MAINT. CLEANING SUP	82.42	
			9360046	9/15/2020	CHLORINE TABLETS FOR FOUN'	186.96	
			0360037	9/4/2020	CLEAN AND SANITIZE FOUNTAIN	44.44	
			7360053	9/17/2020	TILE TO REPAIR PONY WALL AT'	207.74	
			4372427	9/10/2020	DEDICATED CIRCUIT FOR FITNE	241.55	
			0372446	9/14/2020	HOLLYDALE PARK BUILDING WII	17.24	
			0372444	9/14/2020	REPLACEMENT PARTS FOR HOL	70.98	
			2372537	10/2/2020	TILE FOR PONY WALL AT SPORT	52.43	
			4372426	9/10/2020	ST LIGHT REPAIR	218.68	
			5351163	9/9/2020	HOSE FOR POOL AND FOUNTAIN	41.17	
			9360068	9/25/2020	BLADES FOR TILE SAW	31.65	
			6360072-2020	9/28/2020	MATERIAL TO RESTOCK TRUCK	134.38	
			4351164	9/10/2020	REBUILD PONY WALL'S	176.96	1,941.70
90557	10/27/2020	0012751 HOT LINE CONSTRUCTION, INC	88479	9/11/2020	CONDUIT INTERCEPTION WORK	11,538.00	11,538.00
		Voucher:					
90558	10/27/2020	0008392 IMMIX TECHNOLOGY, INC	152457	9/17/2020	7/1/20 -9/30/20: RENEWAL - TELE	1,514.00	1,514.00
		Voucher:					
90559	10/27/2020	00000681 INDUSTRIAL MAINTENANCE SRV	16303	9/4/2020	REPAIR PARTS: 2541 TWEEDY B	888.78	888.78
		Voucher:					
90560	10/27/2020	00004578 INTERWEST CONSULTING GROU	61980	8/18/2020	JULY 2020: PLAN CHECK SERVIC	17,226.22	
		Voucher:	62818	10/1/2020	AUG 2020: PLAN CHECK SERVIC	24,457.82	41,684.04
90561	10/27/2020	0007026 JOHN DEERE COMPANY	116970504	9/30/2020	JOHN DEERE FRONT MOWER	21,233.38	21,233.38
		Voucher:					
90562	10/27/2020	0011585 JOHNSON CONTROLS FIRE	21869954	9/22/2020	ANNUAL SERVICE CONTRACT (F	1,281.50	
		Voucher:	21869956	9/22/2020	ANNUAL SERVICE CONTRACT (F	1,303.50	
			21869953	9/22/2020	ANNUAL SERVICE CONTRACT (F	1,735.00	
			21869955	9/22/2020	ANNUAL SERVICE CONTRACT (F	3,021.00	7,341.00
90563	10/27/2020	0012510 KILEY & ASSOCIATES, LLC	SG201001	10/1/2020	SEP 2020 FEDERAL LEGISLATIVI	3,333.33	3,333.33
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90564	10/27/2020	00003387 Voucher:	SI223745	8/11/2020	REPLACEMENT SPA MAIN PUMP	1,380.50	
			SI224517	9/9/2020	MISC. CLEANING SUPPLIES FOR	250.77	
			SI223600	8/3/2020	VET'S FOUNTAIN REPAIRS	134.77	
			PWSVI-5834	9/25/2020	KNORR SYSTEMS- REPLACE CC	1,359.90	6,016.87
			SI224493	9/9/2020	PULSAR BRIQUETTES FOR POO	1,510.43	
90565	10/27/2020	0007294 Voucher:	SI223746	8/11/2020	REPLACEMENT MAIN PUMP AT \	1,380.50	
			JC06052-2	6/29/2020	JUN 2020: CONSTRUCTION INSF	19,312.50	46,680.00
			JC06052-3	8/3/2020	AUG 2020: CONSTRUCTION INSF	27,367.50	
90566	10/27/2020	00005125 Voucher:	6234-012-270	8/25/2020	6234-012-270-PROPERTY TAX 20	202.89	
			6234-013-271	8/25/2020	6234-013-271-PROPERTY TAX 20	437.85	640.74
90567	10/27/2020	0011962 Voucher:	2020115	9/28/2020	ARCHIVAL RECORD PAPER	239.37	239.37
90568	10/27/2020	00004060 Voucher:	45462152	9/14/2020	CESAR CHAVEZ PROJECT	321.07	321.07
90569	10/27/2020	0011575 Voucher:	594030	7/31/2020	JULY 2020 MBM ANNUAL JANITO	19,257.44	
			596921	8/31/2020	AUG 2020 MBM ANNUAL JANITO	19,257.44	
			594029	7/31/2020	JULY 2020 MBM ANNUAL JANITO	6,888.00	
			596920	8/31/2020	AUG 2020 MBM ANNUAL JANITO	6,888.00	52,290.88
90570	10/27/2020	0012181 Voucher:	31781	9/29/2020	3" FIRE HYDRANT METER	7,198.70	7,198.70
90571	10/27/2020	0008224 Voucher:	EN1511	10/5/2020	TRAINING S.W.A.T. TRAINING DA	286.00	286.00
90572	10/27/2020	00000447 Voucher:	238787	7/10/2020	REFUND: PERMIT #0200001356 -	490.00	
			82867	8/25/2020	REFUND: ADMINISTRATIVE PERI	4,793.00	
			82868	8/31/2020	REFUND: ENVIRONMENTAL FEE	482.00	5,765.00
90573	10/27/2020	00000447 Voucher:	8677 SAN LUIS	9/25/2020	PROPERTY OWNER CANCELLEI	117.00	117.00
90574	10/27/2020	00000447 Voucher:	10500 HUNT	9/25/2020	PROPERTY OWNER CANCELLEI	60.00	60.00
90575	10/27/2020	00000170 Voucher:	204521-LIFE BUIL	9/2/2020	204521-LIFE BUILDERS - REFUN	143.00	143.00
90576	10/27/2020	00003458 Voucher:	5730 JEFFERSON	10/8/2020	REFUND: WATER SERVICE APPL	384.00	384.00
90577	10/27/2020	00004335 Voucher:	8230247865	10/16/2019	10/11/19-10/10/20: NEW CRIME R	3,000.00	3,000.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90578	10/27/2020	0007720	MRI SOFTWARE, LLC.	8/20/2020	7/20/20-8/19/20 - IVR PHONE CHA	6.58	6.58
	Voucher:		US-INV1041732				
90579	10/27/2020	0009426	MV CHENG & ASSOCIATES, INC.	9/4/2020	AUG 2020: ACCOUNTING SERVIC	7,070.00	7,070.00
	Voucher:		8/31/2020				
90580	10/27/2020	00000902	NAN MCKAY & ASSOCIATES INC.	9/18/2020	HOUSING REGULATIONS DIGITA	956.00	956.00
	Voucher:		INV251876				
90581	10/27/2020	0009267	NATIONAL AUTO FLEET GROUP	10/8/2020	2020 F 350 SRW XL 2WD S/N 1FT	35,254.09	
	Voucher:		WF149				
90582	10/27/2020	0012286	NATIONWIDE ENVIRONMENTAL,	9/7/2020	2020 F350 UTILITY TRUCK S/N 1F	41,429.19	76,683.28
	Voucher:		JC9261				
	Voucher:		31091	9/15/2020	SEP 2020: ANNUAL ST SWP CON	56,580.00	56,580.00
90583	10/27/2020	0009990	NATURE'S SELECT PET FOOD	9/23/2020	DOG FOOD VEGA/MAILLO (9/21/2I	95.25	95.25
	Voucher:		3824				
90584	10/27/2020	00003771	NETMOTION SOFTWARE, INC.	9/9/2020	RENEWAL- NETMOTION VPN SO	4,500.00	4,500.00
	Voucher:		I0054424				
90585	10/27/2020	0012202	NUMA NETWORKS	10/1/2020	OCT 2020: 24TB BACKUP/ DISAS	2,000.00	2,000.00
	Voucher:		27469				

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90586	10/27/2020	00001414 OFFICE DEPOT	125093756001	9/17/2020	INVENTORY PO/ALCOHOL WIPE	275.07	
		Voucher:	120077921001	9/23/2020	HP LASERJET PRO ALL IN ONE C	1,499.38	
			119036629001	9/1/2020	OFFICE SUPPLIES	102.97	
			119205524001	9/1/2020	OFFICE SUPPLIES	419.45	
			119216445001	9/1/2020	OFFICE SUPPLIES	22.04	
			119265284001	9/1/2020	OFFICE SUPPLIES	571.19	
			120046773001	9/1/2020	OFFICE SUPPLIES	79.63	
			121035230001	9/1/2020	OFFICE SUPPLIES	87.52	
			121491767001	9/1/2020	OFFICE SUPPLIES	147.42	
			119871684002	9/10/2020	OFFICE SUPPLIES	17.63	
			123628656001	9/10/2020	OFFICE SUPPLIES	52.91	
			123629071001	9/10/2020	OFFICE SUPPLIES	13.48	
			124614320001	9/15/2020	OFFICE SUPPLIES	115.49	
			124688907001	9/15/2020	OFFICE SUPPLIES	111.67	
			124688907002	9/16/2020	OFFICE SUPPLIES	10.94	
			124715020001	9/16/2020	OFFICE SUPPLIES	142.21	
			124311641001	9/17/2020	OFFICE SUPPLIES	121.05	
			124633920001	9/17/2020	OFFICE SUPPLIES	96.91	
			124710563001	9/17/2020	OFFICE SUPPLIES	77.09	
			124715022001	9/17/2020	OFFICE SUPPLIES	41.33	
			124987455001	9/17/2020	OFFICE SUPPLIES	374.78	
			125001589001	9/17/2020	OFFICE SUPPLIES	69.45	
			125887526001	9/17/2020	OFFICE SUPPLIES	288.84	
			124715023001	9/17/2020	OFFICE SUPPLIES	34.72	
			120514212001	9/21/2020	OFFICE SUPPLIES	90.32	
			120719156001	9/3/2020	OFFICE SUPPLIES	200.02	
			117356421001	9/3/2020	OFFICE SUPPLIES	196.18	
			119871684001	9/4/2020	OFFICE SUPPLIES	700.68	
			123676411001	9/9/2020	OFFICE SUPPLIES	37.29	
			108553660001	9/9/2020	OFFICE SUPPLIES	-17.51	
90587	10/27/2020	0009786 OLIVAREZ MADRUGA LEMIEUX	120572362001	9/21/2020	CREDIT FOR RETURNED PART, I	749.69	6,729.84
		Voucher:	11204	8/31/2020	REPLACEMENT OF EQUIPMENT	442.50	442.50
90588	10/27/2020	0006418 ORANGE COUNTY TREASURER	SH57410	9/21/2020	JUNE 2020: 2ND QTR RANGE FE	1,380.51	1,380.51
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90589	10/27/2020	0007984	O'REILLY AUTO PARTS	9/18/2020	ALTERNATOR FOR UNIT 448	202.64	
		Voucher:		9/18/2020	2-STRUT ASSEMBLIES FOR UNIT	240.35	
				9/18/2020	FILTERS FOR UNIT 114	69.98	
				9/23/2020	3- BATTERIES FOR STOCK	597.21	
				9/25/2020	COOLANT RESERVOIR FOR UNI	204.07	
				9/25/2020	THERMOSTAT AND GASKET FOF	11.82	
				10/6/2020	MOWER PARTS & RETURN PART	360.30	
				9/28/2020	3- OIL FILTERS FOR UNIT 121 AN	19.25	
					CREDIT FOR RETURNED PART	-166.05	
					CREDIT FOR RETURNED PART	-204.12	
					CREDIT FOR RETURNED PART	-219.71	
					CREDIT FOR RETURNED PART	-215.31	
					CREDIT FOR RETURNED PART	-19.93	
					CREDIT FOR CORE RETURN	-10.00	
					CREDIT FOR CORE RETURN	-10.00	
					CREDIT FOR RETURNED PART	-40.00	
					CREDIT FOR RETURNED PART	-81.23	
					CREDIT FOR RETURNED PART	-50.17	
					CREDIT FOR RETURNED PART	-82.91	
					CREDIT FOR RETURNED PART	-30.53	
					CREDIT FOR RETURNED PART	-12.62	
					CREDIT FOR RETURNED PART	-20.07	
					CREDIT FOR CORE RETURN	-12.13	
					CREDIT FOR RETURNED PART	-177.78	
					CREDIT FOR RETURNED PART	-100.17	
				9/28/2020	DEGREASERS	6.59	
				10/1/2020	SHIELD AND WRAP KIT FOR UNI	63.92	
				9/28/2020	BRAKE PADS FOR UNIT 714	52.63	
				9/30/2020	12- DEGREASERS	38.23	
				9/30/2020	6- WASHER FLUIDS	37.19	451.45
90590	10/27/2020	0012516	ORTIZ ENTERPRISES, INC	8/18/2020	7/21/20-8/20/20: CONST SVCS FC	749,138.63	749,138.63
		Voucher:					
90591	10/27/2020	0009281	PD: BROWN, JUANA	10/1/2020	EDUCATIONAL REIMBURSEMEN	3,000.00	3,000.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90592	10/27/2020	00003789 Voucher:	PD: MONTERROZA, JOHANNA ENG 301	9/22/2020	EDU REIMB: 07/01/2020-08/11/20;	3,000.00	3,000.00
90593	10/27/2020	00003556 Voucher:	PD: MUNOZ, ARMANDO 1-2854	10/8/2020	PER DIEM: & MILAGE 8/17/20-8/1	106.46	106.46
90594	10/27/2020	00000380 Voucher:	PD: PEREZ, EDWARD 1-2854	10/8/2020	PER DIEM & MILAGE 8/17/20-8/15	106.46	106.46
90595	10/27/2020	00001477 Voucher:	PD: RIVERSIDE COUNTY SHERIFF BCTC0027202	9/24/2020	10/26/20: TRNG - DISPATCHER R	24.50	
			BCTC0027566	9/24/2020	10/26/20: TRNG - DISPATCHER R	24.50	
			BCTC0027204	9/24/2020	10/26/20: TRNG - DISPATCHER R	24.50	
90596	10/27/2020	00003808 Voucher:	PD: RODRIGUEZ, JUAN 1-2826	10/8/2020	PER DIEM AND MILAGE: 7/13/20-	235.25	73.50
							235.25
90597	10/27/2020	00004717 Voucher:	PETTY CASH- GENERAL FUND -	7/2/2020-10/8/2020	7/2/2020-10/8/2020: PETTY CASH	396.00	396.00
90598	10/27/2020	00004714 Voucher:	PETTY CASH- POLICE DEPT. -	7/10/2020-10/6/2020	7/10/2020-10/6/2020 - JM - PETTY	349.15	349.15
90599	10/27/2020	00002335 Voucher:	PITNEY BOWES 3104252542	9/29/2020	POSTAGE MACHINE LEASE- 7/30	1,341.92	1,341.92
90600	10/27/2020	0009511 Voucher:	PRADO FAMILY SHOOTING RANG	9/27/2020	9/22/20: SWAT FIREARMS TRAINI	300.00	300.00
90601	10/27/2020	0011466 Voucher:	PRINCIPAL LIFE INSURANCE CO.	8/28/2020	SEP 2020 - ADJ FOR MISC & SWK	3,353.21	3,353.21
90602	10/27/2020	0005368 Voucher:	PRINTCO DIRECT 83066	9/25/2020	BUSINESS CARDS: PD JUAN RO	33.08	
			83083	9/22/2020	PRINT SETS - SG PARK LIGHTINI	97.02	130.10
90603	10/27/2020	00004055 Voucher:	PROFORCE LAW ENFORCEMENT	9/2/2020	GLOCK MAGAZINES	193.93	
			424673	9/22/2020	TEN TASER X26P BLACK CLASS	12,270.83	12,464.76
90604	10/27/2020	00000416 Voucher:	RAPID-O-PRINT 21382	10/1/2020	WINDOW ENVELOPES	508.25	508.25
90605	10/27/2020	0011545 Voucher:	RELX, INC. 1431080-2020083	8/31/2020	AUG 2020: MONTHLY SUBSCRIP	732.45	1,464.90
			1431080-2020093	9/30/2020	SEP 2020: MONTHLY SUBSCRIP	732.45	250.00
90606	10/27/2020	00004773 Voucher:	RET: ALMANZA, JOSEPH A OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	
90607	10/27/2020	0009815 Voucher:	RET: AMEY, ISAAC D OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90608	10/27/2020	0008275 Voucher:	RET: AROCHA, FRANCIS X. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90609	10/27/2020	00001840 Voucher:	RET: BLASKA, WILLIAM MIKE OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
90610	10/27/2020	00004776 Voucher:	RET: CARTER, LLOYD B OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
90611	10/27/2020	00000495 Voucher:	RET: CHAVEZ, ANTHONY A OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90612	10/27/2020	0006505 Voucher:	RET: CORBET, RONALD OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
90613	10/27/2020	00004777 Voucher:	RET: DAY, ROBERT A OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
90614	10/27/2020	0008746 Voucher:	RET: DELEON, RUBEN OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90615	10/27/2020	0006507 Voucher:	RET: FIGUEROA, GLORIA A. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90616	10/27/2020	0011326 Voucher:	RET: GALVAN, RAY A. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90617	10/27/2020	0006508 Voucher:	RET: GOMEZ, JOSEPH C. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90618	10/27/2020	0006509 Voucher:	RET: HAMMOND, DONNA OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90619	10/27/2020	0009521 Voucher:	RET: HUPP, KEITH OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
90620	10/27/2020	0010881 Voucher:	RET: KOOPMANS, WILLIAM O. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90621	10/27/2020	0010410 Voucher:	RET: LEO, FRANK OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90622	10/27/2020	00003833 Voucher:	RET: MOOMEY, STEVEN OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	518.00	518.00
90623	10/27/2020	00003798 Voucher:	RET: RANGEL, ARMANDO OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90624	10/27/2020	00000458 Voucher:	RET: SEWELL, ELAINE OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
90625	10/27/2020	00000459 Voucher:	RET: SEWELL, KENNETH R OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90626	10/27/2020	00003959 Voucher: RET: WADE, RICHARD	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	245.78	245.78
90627	10/27/2020	0007637 Voucher: RSG, INC	1006521	8/31/2020	AUG 2020 HOUSING AUTHORITY	1,411.25	
			1006511	8/31/2020	AUG 2020 SUCCESSOR AGENCY	1,925.00	
			1006494	8/31/2020	AUG 2020 GENERAL-ON CALL SI	12,898.75	
			1005958	2/29/2020	FEB 2020 CUSTOMER SERVICE :	98.75	16,333.75
90628	10/27/2020	00004821 Voucher: S & J SUPPLY COMPANY, INC.	S100161764.001	10/1/2020	WATER SUPPLIES	408.42	
			S100161131.001	9/21/2020	WATER SUPPLIES	744.51	
			S100161483.001	9/25/2020	WATER SUPPLIES	1,164.63	
90629	10/27/2020	0007050 Voucher: SANTA ANA COLLEGE	76295	11/18/2019	REG. FOR PRE-ACADEMY POLIC	943.00	2,317.56
			78370	11/18/2019	REG. FOR PRE-ACADEMY POLIC	115.00	
90630	10/27/2020	00004834 Voucher: SECURITY SIGNAL DEVICES SYSS-01032645	S-01033381	9/14/2020	QUARTERLY BURG INSP AND AE	17.59	1,058.00
			S-01031234	9/22/2020	SPORTS CENTER, PANEL TROU	139.00	
			S-01032616	8/28/2020	PANEL NOT TESTING	139.00	
90631	10/27/2020	00002616 Voucher: SHRED-IT US JV LLC	S-01032616	10/13/2020	REPLACED DAMAGE PANEL. QU	50.93	346.52
			8180602567	9/30/2020	SEPTEMBER 2020 SHREDDING (80.24	80.24
90632	10/27/2020	00004857 Voucher: SMITH FASTENER COMPANY	0028955	9/23/2020	SR#815480 FOR THE NEW SECU	63.35	63.35
90633	10/27/2020	00004352 Voucher: SOUTH BAY LAW FIRM	1007-00006.004	10/6/2020	THUR SEP 30, 2020 RE: PURDUE	50.00	50.00
90634	10/27/2020	00005096 Voucher: SOUTH COAST A.Q.M.D.	37909340	9/16/2020	FLAT FEE FOR LAST FISCAL YEA	136.40	
			3707672	9/16/2020	ICE (>500 HP) N-EM STAT NAT G/	1,507.95	1,644.35
90635	10/27/2020	0011363 Voucher: SOUTH GATE PACK N SHIP, LLC	10129	7/17/2020	LIVE SCAN SERVICES	460.00	460.00
90636	10/27/2020	00004864 Voucher: SOUTHERN CALIFORNIA EDISON401264		8/5/2020	IRRAGATION PEDSTAL -9669 WF	2,496.15	2,496.15
90637	10/27/2020	0005979 Voucher: STATE OF CALIFORNIA	21002304	9/14/2020	AUG 2020: RECONSTRUCTION C	1,903.35	1,903.35
90638	10/27/2020	00004908 Voucher: STATUS ONE MEDICAL INC	60647	9/23/2020	2- FINGERTIP BAND	102.70	102.70
90639	10/27/2020	0005394 Voucher: STEVE SWAIN INVESTIGATOR	1383	9/27/2020	BACKGROUND INVESTIGATION I	1,500.00	
			1386	10/2/2020	BACKGROUND INVESTIGATION I	1,541.95	
			1381	9/28/2020	BACKGROUND INVESTIGATION I	1,300.00	4,341.95

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90640	10/27/2020	0008773 Voucher: STOTZ EQUIPMENT	P29249	9/25/2020	EQUIPMENT REPAIR PARTS FOR	1,120.76	
90641	10/27/2020	0011468 Voucher: SUPERIOR VISION SERVICES, IN 433554	P24942	8/23/2020	CREDIT FOR RETURNED PART, I SEP 2020 - ADJ FOR ACTIVE SW	-425.54 90.80	695.22 90.80
90642	10/27/2020	0012517 Voucher: T.Y. LIN INTERNATIONAL	102008302	8/21/2020	JUL 2020: CONSTRUCTION MAN,	52,549.37	52,549.37
90643	10/27/2020	0009039 Voucher: TETRA TECH	51646098	10/5/2020	P/E 9/25/20: TARGET/LAZAR GAS	49,763.51	49,763.51
90644	10/27/2020	0012184 Voucher: TEXTRON SPECIALIZED VEHICL	92303278	10/1/2020	REPLACEMENT PARTS FOR MOI	435.37	435.37
90645	10/27/2020	0012518 Voucher: THE HITT COMPANIES	OE-84367	6/9/2020	2" X 10" WALNUT WITH WHITE LI	24.19	24.19
90646	10/27/2020	0008153 Voucher: TIME WARNER CABLE-	0507757091520 0490384092720 0044267092720 0044267032720	9/15/2020 9/27/2020 9/27/2020 4/27/2020 9/15/2020	9/15/20-10/14/20 FOR CITY YARD 9/27/20-10/26/20 FOR PUBLIC WC SEP 2020: PD CONTROL ACCOL 02/29/20 - 03/29/20 FOR FITNESS 9/15/20-10/15/20: MARKETING & (25.23 146.37 284.40 112.60 3,500.00	568.60 3,500.00
90648	10/27/2020	00004964 Voucher: UNDERGROUND SERVICE ALERT	DSB20195204 920200188	10/1/2020 10/1/2020	CALIFORNIA STATE FEE REGUL DIG ALERTS- 339 TICKETS & \$10	154.27 569.35	723.62
90649	10/27/2020	0005750 Voucher: UNITED INDUSTRIES	209081 209553 209151 209652	9/23/2020 10/8/2020 9/24/2020 10/13/2020	INVENTORY PO/ GLOVES INVENTORY PO/ GLOVES INVENTORY PO/ SIMPLE GREEN INVENTORY PO/ GLOVES	481.01 696.12 441.00 312.54	
90650	10/27/2020	0011926 Voucher: URM TECHNOLOGIES, INC.	0061055 0061060 0061059 0061058 0061057 0061056 0061061	9/30/2020 9/30/2020 9/30/2020 9/30/2020 9/30/2020 9/30/2020 9/30/2020	SEP 2020: C001982 DOCUMENT SEP 2020 C001982/PAYROLL DOI SEP 2020: C001982... DOCUMENT SEP 2020: C001982/AR DOCUME SEP 2020: C001982VAP DOCUME SEP 2020: C001982VACCNT DOC SEP 2020: C001982PERS DOCUI	34.20 17.10 74.52 11.10 47.34 28.50 45.60	1,930.67
90651	10/27/2020	00004975 Voucher: US ARMOR	29611 29756 29556 29648	9/14/2020 9/29/2020 9/14/2020 9/14/2020	VEST- ENFORCER CONCEALABI VEST- ENFORCER CONCEALABI VEST- ENFORCER CONCEALABI VEST- ENFORCER CONCEALABI	545.88 549.15 545.88 545.88	258.36 2,186.79

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90652	10/27/2020	0011353 Voucher:	V & V MANUFACTURING, INC. 51648	10/7/2020	SOUTH GATE POLICE BADGES (802.18	802.18
90653	10/27/2020	00000379 Voucher:	VERIZON BUSINESS 6191516	9/25/2020	BILLING -08/15/2020 - 09/14/2020	40.00	40.00
90654	10/27/2020	00001848 Voucher:	VERIZON WIRELESS 9863346778	9/21/2020	BILLING PRD- 08/22/20-09/21/20-	3,061.25	
			9861412923	8/23/2020	BILLING PRD- 07/24/20-08/23/20	6,358.23	
			9863493300	9/23/2020	BILLING PRD- 08/24/20-09/23/20	7,588.78	
			9863546502	9/23/2020	BILLING PRD- 08/24/20-09/23/20-	38.01	17,046.27
90655	10/27/2020	0009794 Voucher:	VIGILANT SOLUTIONS 35350RI	8/31/2020	RENEWAL 7/18/20-7/17/21: VIGIL	8,370.00	8,370.00
90656	10/27/2020	0011599 Voucher:	VITAL MEDICAL SERVICES, LLC 2965	7/31/2020	JUL 2020: PD- MEDICAL SERVICE	13,012.00	13,012.00
90657	10/27/2020	00004353 Voucher:	VORTEX INDUSTRIES, INC 07-1458078	9/30/2020	REPAIRS TO GLASS ALUMINUM I	7,170.12	
			07-1458051	9/30/2020	ADA UPGRADES	8,847.12	
90658	10/27/2020	00002634 Voucher:	VULCAN MATERIALS COMPANY 72710256	9/16/2020	ASPHALT FOR ST DIV	251.03	16,017.24
			72715364	9/21/2020	3- SCHL MIX PG64-10	251.84	
			72717383	9/23/2020	4- 203 E PG64-10	331.79	834.66
90659	10/27/2020	00004423 Voucher:	WALTERS WHOLESALE ELECTRICS116245342.001	8/21/2020	VET'S FOUNTAIN ELECTRICAL R	406.49	406.49
90660	10/27/2020	00002593 Voucher:	WAXIE'S SANITARY SUPPLY 79489390	9/23/2020	INVENTORY PO/ CUSTODIAN SU	2,291.27	2,291.27
90661	10/27/2020	0010471 Voucher:	WEBSTER'S BEE'S REMOVAL SR1006	9/21/2020	EXTRACTED A LINE BEEHIVE UF	235.00	235.00
90662	10/27/2020	0010476 Voucher:	WECK LABORATORIES INC	9/21/2020	WATER QUALITY SAMPLING	70.00	
			W011352-COSOU	9/21/2020	SAMPLES	70.00	
			W011797-cosouthc	9/25/2020	WATER SAMPLES	97.50	
			W01913-cosouthga	9/28/2020	SAMPLES	70.00	
			W0J0192-cosouthi	10/2/2020	SAMPLES	65.00	
			W011451-cosouthc	9/22/2020	SAMPLES	150.00	
			W011362-cosouthc	9/21/2020	SAMPLES	65.00	
			W011124-cosouthi	9/17/2020	SAMPLES	130.00	
			W011125-cosouthg	9/17/2020	SAMPLES	65.00	
			W011943-cosouthc	9/28/2020	SAMPLES	65.00	
			W0H1010-cosouth	8/19/2020	WATER SAMPLES	105.00	887.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90663	10/27/2020	00000032	10483	9/24/2020	CSG BILLS CYCLES 3 & 4 JOB# 7	1,709.83	
		Voucher:	10484	9/24/2020	CSG BILLS CYCLES 1 & 2 JOB# 8	2,125.28	
			10485	9/24/2020	CSG BILLS CYCLES 7 & 8 AND L	1,831.99	
			10470	9/24/2020	CSG LATE NOTICES CYCLES 7 & 8	311.73	
			10471	9/24/2020	CSG BILLS CYCLE 10 JOB# 9-10	165.50	
			10472	9/24/2020	CSG LATE NOTICES CYCLES 3 & 4	326.00	
			10473	9/24/2020	CSG BILLS CYCLES 5 & 6 JOB# 8	1,804.30	
			10474	9/24/2020	CSG BILLS CYCLES 3 & 4 JOB# 8	1,975.42	
			10475	9/24/2020	CSG BILLS CYCLES 1 & 2 JOB# 8	2,122.32	
			10476	9/24/2020	CSG LATE NOTICES CYCLES 7 & 8	370.48	
			10477	9/24/2020	CSG BILLS CYCLES 7 & 8 JOB# 8	1,584.20	
			10478	9/24/2020	CSG BILLS CYCLES 5 & 6 JOB# 7	325.86	
			10481	9/24/2020	CSG BILLS CYCLES 5 & 6 JOB# 7	1,804.30	
90664	10/27/2020	00004593	10482	9/24/2020	CSG LATE NOTICES CYCLES 3 & 4	309.53	16,766.74
		Voucher:	10482	9/22/2020	METER TESTS	160.00	160.00
90665	10/27/2020	0011968	67930347	10/6/2020	10/6/20 CLOSING DATE: SHELL C	691.25	691.25
		Voucher:	00333056B	10/12/2020	THRU 8/28/20: AS NEEDED PROF	290.00	
			00332264	5/12/2020	THRU 5/1/20: AS NEEDED PROF	212.50	
			00619634	7/20/2020	THRU 7/3/20: AS NEEDED PROF	2,077.50	
			00619636	7/20/2020	THRU 7/3/20: AS NEEDED PROF	1,387.50	
			00332015	4/15/2020	THRU 4/3/2020: AS NEEDED PRC	387.50	
			00619017	4/2/2020	THRU 2/28/20: AS NEEDED PROF	277.50	
			00619472	6/29/2020	THRU 5/29/20: AS NEEDED PROF	92.50	4,725.00
90667	10/27/2020	00003442	00619472	9/14/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
		Voucher:	1239A	9/14/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	600.00

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90668	10/27/2020	00000062	ZIEGLER'S HARDWARE & SUPPLY	09986 9/21/20	TRASH CAN, GAS CAN, PLASTIC	159.79	
				10024	RAZOR SCRAPER, UTILITY KNIF	25.30	
				10062	VARIOUS WATER SUPPLIES	34.12	
				09982	VARIOUS WATER SUPPLIES	98.09	
				10034	KEYS FOR RESTROOMS NEW L	6.03	
				09941-2020	VET'S FOUNTAIN DOOR	5.50	
				10012	CORP YARD FAUCETS	45.13	
				10057	FLY TRAP FOR OFFICE #229	31.90	
				09987-2020	HARDWARE TO ANCHOR TABLE:	25.43	
				10002-2020	KEYS FOR EMPLOYEES DURING	27.51	
				10016	HARDWARE FOR DESK DRAWEF	23.55	
				09970-2020	REPAIR LEAK AT THE VET'S MEN	21.45	
				10038	REPAIR ON BALL VALVE AND WA	16.91	
				09991 9/21/20	WATER SUPPLIES	36.36	
				10000	HOSE BIBB	11.01	
				10020	3- BXJT21 3/8 STAPLES	13.20	
					WRENCH SET	14.32	

Sub total for BANK OF THE WEST: 2,139,477.45

179 checks in this report.

Grand Total All Checks: 2,139,477.45

WARRANT REGISTER FOR COUNCIL MEETING 10/27/2020

PART IV

apChkLst
10/15/2020 7:18:54AM

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
1964	10/15/2020	00000004 Voucher: 1964	NATIONWIDE RETIREMENT SOLL Ben277345	10/15/2020	DEF COMP NATIONWIDE: PAYME	52,677.53	52,677.53
1965	10/15/2020	00004836 Voucher: 1965	SEIU LOCAL 721 CTW CLC-23900 Ben277347	10/15/2020	SEIU DUES: PAYMENT	3,235.61	3,235.61
1966	10/15/2020	00002370 Voucher: 1966	INTERNAL REVENUE SERVICE Ben277349	10/15/2020	MEDICARE: PAYMENT	146,978.14	146,978.14
1967	10/15/2020	00000343 Voucher: 1967	PUBLIC EMPLOYEES RETIREMENT Ben277351	10/15/2020	PERS RETIREMENT: PAYMENT	228,731.51	228,731.51
1968	10/15/2020	00001186 Voucher: 1968	EMPLOYMENT DEVELOPMENT D Ben277353	10/15/2020	SDI: PAYMENT	48,588.04	48,588.04
1969	10/15/2020	00004996 Voucher: 1969	SEIU-COPE LOCAL 721, LAVOC C Ben277355	10/15/2020	SEIU-COPE LOCAL 721 DEDUCT	39.00	39.00
1970	10/15/2020	00004988 Voucher: 1970	CHILD SUPPORT ON-LINE, STATE Ben277357	10/15/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54

Sub total for BANK OF THE WEST: 482,445.37

7 wire transfers in this report.

Grand Total All Wire Transfers: 482,445.37

WARRANT REGISTER FOR COUNCIL MEETING 10/27/2020

PART V

apChkLst
10/19/2020 3:47:07PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
215	10/27/2020	0012466 Voucher: RET: ADAMS, PAUL L.	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,281.58	1,281.58
216	10/27/2020	0005570 Voucher: RET: ALONZO, ANTHONY	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,127.81	1,127.81
217	10/27/2020	0005813 Voucher: RET: AVILA, VINCENT	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
218	10/27/2020	00001265 Voucher: RET: BRASSFIELD, CHARLES R	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
219	10/27/2020	0006324 Voucher: RET: BURBACH, MAUREEN	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
220	10/27/2020	00000817 Voucher: RET: CHRIST, DOUGLAS F	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
221	10/27/2020	00003408 Voucher: RET: DAMRON, ROGER V	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
222	10/27/2020	00001776 Voucher: RET: EADE, JOANN	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	200.00	200.00
223	10/27/2020	00003973 Voucher: RET: EADS, KENNETH P.	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	948.67	948.67
224	10/27/2020	00003853 Voucher: RET: FANNIN, ZONA	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
225	10/27/2020	0008820 Voucher: RET: FERNANDEZ, CARLOS	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
226	10/27/2020	00004403 Voucher: RET: FIELD, GARY	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
227	10/27/2020	00000605 Voucher: RET: FORRESTER, BOB L	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
228	10/27/2020	0005355 Voucher: RET: GALBREATH, RUSSELL	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
229	10/27/2020	0011186 Voucher: RET: GAMBOA, OSCAR	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
230	10/27/2020	00000496 Voucher: RET: GEORGE, RONALD P	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
231	10/27/2020	00003940 Voucher: RET: GONZALEZ, HIRAM	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
232	10/27/2020	0006328 Voucher:	RET: GUTIERREZ, MANUEL OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
233	10/27/2020	0006510 Voucher:	RET: HERNANDEZ, MARIA OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
234	10/27/2020	0008059 Voucher:	RET: HILL, GARY OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
235	10/27/2020	0006329 Voucher:	RET: HOMSHER, HUGH OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
236	10/27/2020	00004784 Voucher:	RET: HUNTRODS, RICHARD F OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	239.00	239.00
237	10/27/2020	0008058 Voucher:	RET: INMAN, RONALD OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
238	10/27/2020	00004785 Voucher:	RET: IRISH, TERRY F OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
239	10/27/2020	0011110 Voucher:	RET: JOHNSON, GERALD OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
240	10/27/2020	00004787 Voucher:	RET: KENNEDY, GARY E OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
241	10/27/2020	0005356 Voucher:	RET: KEY, ANDREW OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
242	10/27/2020	0011111 Voucher:	RET: KOOMEN, SHERI L. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
243	10/27/2020	00004788 Voucher:	RET: LANE JR, EDWARD W OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
244	10/27/2020	0009946 Voucher:	RET: LEFEVER, STEVEN A. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	200.00	200.00
245	10/27/2020	00004789 Voucher:	RET: LILLEY, RAYMOND E OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
246	10/27/2020	0012707 Voucher:	RET: LLOYD, BRUCE W. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
247	10/27/2020	0005633 Voucher:	RET: LOPEZ, ALFONSO OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	590.37	590.37
248	10/27/2020	0006511 Voucher:	RET: LOPEZ, RAMON A. OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
249	10/27/2020	0009453 Voucher:	RET: LOPEZ, VERONICA	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
250	10/27/2020	0007656 Voucher:	RET: MATSUKIYO, DAVID	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,100.86	1,100.86
251	10/27/2020	00003328 Voucher:	RET: MOSBY, DOROTHEA S	10/15/2020	OCTOBER 2020- RETIREE MEDIC	200.00	200.00
252	10/27/2020	0011895 Voucher:	RET: MUNOZ, ALFREDO	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
253	10/27/2020	00003239 Voucher:	RET: NASSAR, SAMI R	10/15/2020	OCTOBER 2020- RETIREE MEDIC	200.00	200.00
254	10/27/2020	0012468 Voucher:	RET: ORTIZ, JULIAN	10/15/2020	OCTOBER 2020- RETIREE MEDIC	525.39	525.39
255	10/27/2020	0012467 Voucher:	RET: PATINO, IGNACIO M.	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
256	10/27/2020	0011522 Voucher:	RET: PELLERIN, ROBERT	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
257	10/27/2020	00005237 Voucher:	RET: PEREZ, SUSAN	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
258	10/27/2020	0010733 Voucher:	RET: PIXLER, DAVID	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
259	10/27/2020	00004794 Voucher:	RET: POWELL, ROBERT K.	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
260	10/27/2020	0006327 Voucher:	RET: RASCO, ANGELA	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
261	10/27/2020	00003630 Voucher:	RET: REGALADO, MARY	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
262	10/27/2020	0011967 Voucher:	RET: RIVERA, FRANK J.	10/15/2020	OCTOBER 2020- RETIREE MEDIC	506.24	506.24
263	10/27/2020	0011978 Voucher:	RET: RIVERA, HANNAH TELLEZ-COCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	506.24	506.24
264	10/27/2020	0012682 Voucher:	RET: RUIZ, NELLIE	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
265	10/27/2020	0011112 Voucher:	RET: SALDIVAR, MARIO M.	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
266	10/27/2020	00001867 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
267	10/27/2020	0009865 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
268	10/27/2020	0011521 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
269	10/27/2020	0006513 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
270	10/27/2020	00000869 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
271	10/27/2020	00004796 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
272	10/27/2020	00002147 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
273	10/27/2020	0008313 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
274	10/27/2020	0006512 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
275	10/27/2020	0005357 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20
276	10/27/2020	00003573 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	212.39	212.39
277	10/27/2020	0007655 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	506.24	506.24
278	10/27/2020	00004379 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	150.00	150.00
279	10/27/2020	00000498 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	250.00	250.00
280	10/27/2020	0008821 Voucher:	OCTOBER 2020	10/15/2020	OCTOBER 2020- RETIREE MEDIC	1,148.20	1,148.20

Sub total for BANK OF THE WEST EFT: 34,364.19

66 EFTs in this report.

Grand Total All EFTs: 34,364.19

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 10/27/2020**

TOTAL PART I - PREPAID CHECK (10/7/2020)	312,518.00
TOTAL PART II - PAYROLL-RELATED CHECKS	902.76
TOTAL PART III - ACCOUNTS PAYABLE CHECKS	2,139,477.45
TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS	482,445.37
TOTAL PART V - ACCOUNTS PAYABLE EFTs	34,364.19
	<hr/>
SUB - TOTAL	2,969,707.77
LESS: VOIDS	(312,518.00)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(314,091.77)
	<hr/>
GRAND TOTAL	2,343,098.00

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 90487 to Warrant Number 90668 inclusive, plus Wire Transfers & EFTs, totaling **\$2,343,098.00** as listed on the accompanying Accounts Payable Warrant Register of October 27, 2020 are approved as presented, with the exception of the following voided and replacement warrants:

Check	Vendor	Check Date	Amount	Reason for Void
90488	AMERICAN EXPRESS	10/7/2020	\$ 312,518.00	DETAILS RECORDED UNDER AMEX CARD, SHOULD BE RECORDED UNDER WASTE MANAGEMENT. REISSUED
GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS			312,518.00	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on October 27, 2020 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.