



SHORT FORM AGREEMENT



NO. _____

19-028 City of Inglewood
(Indicate whether City or name of the Agency)

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF INGLEWOOD or any of its authorized agencies ("Inglewood") and _____ ALH Urban & Regional Economics ("Contractor/Consultant").

IN CONSIDERATION of the performance of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. Contractor/Consultant agrees to perform the services included in its proposal attached hereto as Exhibit "A" and made part hereof by this reference and/or to include the following: Analysis of the potential for gentrification to result from the proposed Inglewood Basketball & Entertainment Center, including: project briefing & coordination, area reconnaissance & profile, literature review, case study analysis, prepare study conclusion, and report preparation.

2. TIME LIMIT. Said services shall be completed prior to June 30, 2019, (or within 60 days after Notice to Proceed). Time is of the essence of this agreement.

3. AGENCY PRECLUDED. No agency affecting or binding Inglewood shall be created by virtue of this agreement. The Contractor/Consultant shall be acting at all times as an "independent contractor" and as such shall hold Inglewood harmless for any action involving negligence or intentional tort on the part of the Contractor/Consultant.

4. COMPENSATION. Inglewood agrees to pay Contractor/Consultant the sum of \$18,700.00 upon completion of the herein designated services or (if not in one sum) payments of \$ _____ on _____ date(s) or in the alternative payments will be made as follows: within 30 calendar days of date of invoice. In no event shall the total compensation exceed the sum of \$18,700.00.

5. WORKMANLIKE MANNER. Contractor/Consultant agrees to perform all services herein in a workmanlike manner.

6. CHANGES. No change, amendment or modification to this agreement shall be effective unless it is in writing and signed by the parties hereto.

7. ADDITIONAL PROVISIONS. Exhibit "B", the attached 4 paged document entitled Terms and Conditions, are incorporated herein as if set forth in full.

Attest:

CITY CLERK/SECRETARY

APPROVE AS TO FORM:

CITY ATTORNEY

VENDOR NAME: ALH Urban & Regional Economics

VENDOR ADDRESS: 2239 Oregon Street
Berkeley, CA 94705

VENDOR SIGNATURE: [Signature]
Contractor/Consultant (If corporation, officer's signature and title).

CITY OF INGLEWOOD, a municipal corporation INGLEWOOD REDEVELOPMENT AGENCY INGLEWOOD HOUSING AUTHORITY

BY [Signature]
CITY MANAGER

FUND	AGENCY	ORG	ACTIVITY	OBJ	SUB OBJ
<u>001</u>	<u>030</u>	<u>3010</u>	<u>44830</u>	<u>00</u>	<u> </u>

[Signature] 10-24-2018
ACCOUNTING VERIFICATION BY: DATE



CITY OF INGLEWOOD

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

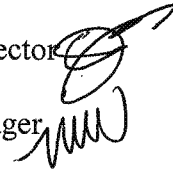



Christopher E. Jackson, Sr.
Department Director

Mindy Wilcox, AICP
Planning Manager

MEMORANDUM

TO: Artie Fields, City Manager

THRU: Christopher E. Jackson, Sr., ECD Director 

FROM: Mindy Wilcox, AICP, Planning Manager 

SUBJECT: ALH Urban & Regional Economics - Short Form Agreement

DATE: October 18, 2018

RECOMMENDATION:

It is recommended that the City Manager approve the attached Short Form Agreement with ALH Urban & Regional Economics in an amount not to exceed \$18,700 to analyze the potential for gentrification to result from the proposed Inglewood Basketball and Entertainment Center (IBEC).

BACKGROUND:

On December 19, 2017, the City entered into a funding agreement with Murphy's Bowl to conduct the environmental analysis necessary for the IBEC. The California Environmental Quality Act (CEQA) requires analysis of environmental effects of a proposed project including social equity and gentrification as a result of the project. To complete this analysis, it is proposed that the City engage a professional economic services firm.

DISCUSSION:

The City, in consultation with the environmental consultant, researched firms and individuals in the Country with expertise in analyzing gentrification. There is a limited field of professional firms that provide this specific service.

ALH Urban & Regional Economics is based in Berkeley, California and is a boutique economics consulting firm led by Ms. Amy Herman, AICP, who is a practicing urban and regional economist for approximately 35 years. ALH Urban & Regional Economics had conducted economic impact studies for a wide range of complex projects for world renowned laboratories, arts districts and museums, and sports and recreational facilities.

Upon approval, ALH Urban & Regional Economics is available to begin in October 2018.

EXHIBIT A



ALH Urban & Regional Economics

2239 Oregon Street
Berkeley, CA 94705
510.704.1599
aherman@alhecon.com

October 1, 2018

Ms. Mindi Wilcox
City of Inglewood
Planning Manager
One West Manchester Boulevard, 4th Floor
Inglewood, CA 90301

Re: Inglewood Basketball and Entertainment Center Gentrification Analysis

Dear Ms. Wilcox:

ALH Urban & Regional Economics ("ALH Economics") appreciates being asked to submit this proposal to prepare an analysis of the potential for gentrification to result from the development of the proposed Inglewood Basketball and Entertainment Center in Inglewood, CA as the new home sports venue for the LA Clippers. This letter summarizes the proposed scope of work, timeframe, and professional fees for the proposed analysis. This letter also includes information about ALH Economics and the principal staff proposed for the assignment.

SCOPE OF WORK

ALH Economics understands that environmental documentation for the proposed Inglewood Basketball and Entertainment Center for the LA Clippers ("arena complex" or "Project") is currently being prepared by Environmental Science Associates ("ESA"). Community-based concerns have arisen during the process that the Project could cause gentrification in the neighborhoods near the arena site. In the interest of preparing comprehensive environmental analysis, ALH Economics has been requested to conduct analysis to address this concern. Accordingly, the following scope of work has been prepared, to result in research and analysis that can be included in the Project's environmental documentation. The proposed work tasks will include the following:

Task 1. Project Briefing and Coordination

In this task ALH Economics will coordinate with City of Inglewood representatives, ESA, and other Project team members to solidify a thorough understanding of the community-based concerns about potential gentrification associated with the arena complex. We will review all materials submitted to the City of Inglewood demonstrative of the community concerns and review the planned scope of work to ensure the study process and outcome will best address these concerns.

Winners: Using Sports and Cultural Centers as Tools for Economic Development," by Mark S. Rosentraub, 2010 as a potential resource for case study identification and preliminary case study information.

Task 5. Prepare Study Conclusion

Based upon the preceding tasks, ALH Economics will determine if there are sufficient literature and case study findings to provide insight into assessing the potential for development of the new arena complex to cause gentrification in Inglewood, especially the areas most proximate to the new arena complex. The demographic and real estate profile of the surrounding areas will be heavily considered in the determination of this finding.

Task 6. Report Preparation

ALH Economics' findings and conclusions will be presented in a fully documented report. This report will be submitted to you electronically in draft form, and will be finalized upon receipt of a consolidated set of comments. The final report will be provided to you electronically, and will be suitable for inclusion in the environmental documentation for the Project.

ALH ECONOMICS INTRODUCTION**Firm Overview**

ALH Urban & Regional Economics (ALH Economics) is a sole proprietorship devoted to providing urban and regional economic consulting services to clients throughout California. The company was formed in June 2011. Until that time, Amy L. Herman, Principal and Owner (100%) of ALH Economics, was a Senior Managing Director with CBRE Consulting in San Francisco, a division of the real estate services firm CB Richard Ellis. CBRE Consulting was the successor firm to Sedway Group, in which Ms. Herman was a part owner, which was a well-established urban economic and real estate consulting firm acquired by CB Richard Ellis in late 1999.

Ms. Amy Herman, Principal of ALH Economics, has directed assignments for corporate, institutional, non-profit, and governmental clients in key service areas, including commercial and residential market analysis, fiscal and economic impact analysis, economic development and redevelopment, location analysis, strategic planning, and policy analysis. During her career spanning over 30 years, Ms. Herman has supported client goals in many ways, such as to assess supportable real estate development, demonstrate public and other project benefits, to assess public policy implications, and to evaluate and maximize the value of real estate assets. In addition, her award-winning economic development work has been recognized by the American Planning Association, the California Redevelopment Association, and the League of California Cities.

Ms. Herman holds a Master of Community Planning degree from the University of Cincinnati and a Bachelor of Arts degree in urban policy studies from Syracuse University. She pursued additional post-graduate studies in the Department of City and Regional Planning at the University of California at Berkeley. She is Past President of the Board of Directors of Rebuilding Together East Bay - North (formerly Christmas in April) and serves as an officer on other non-profit boards.

Representative Project Assignments

ALH Economics has worked on many assignments requiring analysis similar to the firm's proposed role for the Inglewood Basketball and Entertainment Center. Examples of these assignments follow:

- **City of Sacramento/ Entertainment and Sports Center Economic Impact Analysis.** As a subconsultant to ESA, ALH Economics assessed the economic impact and potential for urban decay resulting from development of the planned Entertainment and Sports Center (ESC) in Downtown Sacramento. This analysis was included in the EIR for the project, and included examining the economic impacts of the opening of a sports arena and associated mixed-use development in Downtown Sacramento as well as the closure of the Sleep Center Arena in Sacramento's Natomas area. This analysis included consideration of the following: the Natomas retail market once the existing Sleep Train arena closes and no longer functions as an area attraction; the impacts the project may have on nearby Old Sacramento, and the restaurants, retailers, and entertainment venues that serve as the commercial locus of that area; the potential for the ESC to enhance economic development in Downtown Sacramento; and the impacts of the project on the commercial redevelopment planned for the K Street Corridor and the Railyards.
- **Office of Community Investment and Infrastructure, San Francisco Planning Department/Golden State Warriors Event Center and Mixed-Use Development Urban Decay Analysis.** As a subconsultant to ESA, ALH Economics prepared a response to comments for the Warriors planned Event Center and Mixed-Use Development responding to a memo that indicated the Draft EIR was inadequate because it did not include an urban decay analysis. The memo then proceeded to indicate why such an analysis would be required for the EIR. The ALH Economics response included several layers of analysis, such as providing a definition of urban decay, addressing the economics of moving a basketball team, the economic impacts of relocating the team across the Bay Bridge, leakage of team expenses, the redevelopment context for the Oracle Arena, and the likelihood of urban decay occurring around the Oracle Arena upon the team's relocation. As part of this analysis, ALH Economics prepared case studies of seven indoor arenas that continued to meet with success after losing sports teams that were historically associated with the arenas. From the findings, ALH Economics prepared a conclusion regarding the urban decay impacts of the Warriors relocation to San Francisco.
- **City and County of San Francisco Planning Department/Residential and Commercial Displacement Analysis.** Upon two separate occasions, ALH Economics worked under the direction of the City and County of San Francisco Planning Department to provide research and analysis in support of the City's EIR response to comments voicing concerns about residential and commercial displacement associated with proposed mixed-income mixed-use projects with primarily multifamily residential uses and a limited amount of retail space. These analyses included demographic research and analysis, projections of retail demand from new project and area residents, analysis of the existing residential and retail bases, and extensive literature review of gentrification, residential displacement, and commercial displacement. A special emphasis was placed on researching and analyzing the literature associated with market-rate housing development and residential displacement. The analytical and literature



ALH Urban & Regional Economics

- Oakland, Rockridge Safeway expansion and shopping center redevelopment (The Ridge), including total net new development of 137,072 square feet, opened September 2016
Walnut Creek, The Orchards at Walnut Creek, mixed-use project including up to 225,000 square feet of retail space, opened September 2016
- Pleasanton, Johnson Drive Economic Development Zone, including 189,037 square feet of new general retail space, 148,000 square feet of club retail space, and a 150- or 231-room hotel.
- San Francisco, Candlestick Point, 635,000 square feet of regional retail and Hunters Point, with two, 125,000-square-foot neighborhood shopping centers (urban decay study not part of the legal challenge)
- San Francisco, Bayshore Home Depot Store (project approved by City; applicant withdrew project; site ultimately successfully developed by Lowe's Home Improvement Warehouse)

TIMEFRAME AND PROFESSIONAL FEES

We estimate a draft report can be completed within approximately 8-10 weeks of receipt of your written authorization to proceed, assuming that the information and data needed are readily available. If data provided by you change during the course of the project, these factors will be included in the analysis. However, this could delay report completion and result in extra professional fees.

Our fee for these services will be based upon our actual time expended, billed at our current hourly rates. This rate is \$260 for Amy L. Herman, Principal of ALH Urban & Regional Economics. More junior level staff will be billed at a lower hourly rate. Based upon our current understanding of the engagement, we anticipate the fees will total approximately \$17,500, **plus** reimbursable expenses, primarily for transportation (e.g., airfare and car rental, hotel), and data acquisition, including Environics Analytics for demographic and housing data acquisition. We anticipate a likely budget up to \$1,200 for expenses, thus bringing the total fee estimate to **\$18,700**. This fee estimate is valid for 90 days. If contract execution occurs after 90 days the cited fee may need to be revised.

CLOSING

ALH Urban & Regional Economics appreciates the opportunity to present this proposal to the City of Inglewood. If this proposal meets with your satisfaction please sign below and return a copy to us for our records. Please note the terms and conditions relevant to this proposal in the following Exhibit A.

EXHIBIT A TERMS AND CONDITIONS

Invoices are due upon receipt. ALH Urban & Regional Economics ("ALH Economics") reserves the right to suspend work and charge late fees on any balances outstanding for more than 30 calendar days at the rate of 12 percent per annum. Any unpaid balance is due upon delivery of the final work product.

Questions about billings must be addressed in writing to ALH Economics within 30 calendar days of date of invoice. The absence of any such inquiries shall be deemed acknowledgment of ALH Economics' professional services and agreement with ALH Economics' charges for such services. If a dispute arises under this agreement, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and costs of suit.

In cases where ALH Economics provides a draft of the final work product to the City of Inglewood (Client) for review, the Client may request revisions within 30 working days of receiving a draft of the work product. If the Client's review of the final work product extends beyond the aforementioned 30 working day period, the Client forfeits any opportunity to request any such revisions, unless expressly approved by ALH Economics in writing. Client review of the final work product beyond the 30 working day period is not sufficient cause for non-payment of any balances outstanding.

This scope of services does not cover professional services necessary in the event of litigation. If such services, including preparation and testimony, are added to the scope, these will be billed at ALH Economics' then-current professional rates for such services. If any aspect of this assignment is confidential, Client agrees to notify ALH Economics of the specific issues in writing prior to project initiation.

During the course of this assignment, if progress is delayed due to reasons beyond our control, it may be necessary to charge for any excess work at our then-current hourly rates. Such excess work could result from inefficiencies such as redoing project tasks and other factors.

You may terminate the services of ALH Economics at any time by giving written notice. ALH Economics may withdraw from this assignment at any time by giving written notice. In either such event, ALH Economics will be paid based upon time expended at our indicated professional rates, and you will reimburse ALH Economics for reimbursable expenses related to the assignment.

ALH Economics shall provide the Services contemplated hereunder in good faith but shall not be liable to Client in any way except for the gross negligence or willful misconduct of ALH Economics. Client acknowledges and agrees that Client shall decide whether or not to implement the recommendations and advice given by ALH Economics as part of these services in Client's sole discretion, and ALH Economics shall bear no liability to Client as a result of any such decision. Notwithstanding any provision of this Agreement to the contrary, neither party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, punitive, or other exemplary losses or damages, whether based in contract, warranty, negligence, strict liability or otherwise, regardless of the foreseeability or cause thereof. In addition, in no event shall ALH Economics incur liability under this Agreement or otherwise relating to the services hereunder beyond the fees actually received by ALH Economics under this Agreement. Except to the extent expressly set forth in this Section, Client shall be fully responsible for its use of the work product and deliverables provided by ALH Economics hereunder. This Section shall survive the expiration or termination of this Agreement.

APPENDIX: RESUME

AMY L. HERMAN
Principal

ECONOMIC DEVELOPMENT AND PUBLIC FINANCE

Infrastructure Management Group. Contributed to due diligence analysis of the proposed Transbay Transit Center to support evaluation of requested bond loan adjustment requests to support project construction.

Alameda County. Managed numerous assignments helping Alameda County achieve its economic development goals for the County's unincorporated areas through surplus site disposition assistance, including market analysis and financial due diligence for residential and commercial mixed-use developments.

Office of Community Investment and Infrastructure as Successor Agency to the Redevelopment Agency of the City and County of San Francisco. Managed financial analysis estimating the tax payments in lieu of property taxes associated with UCSF development of medical office space in the former Mission Bay Redevelopment Project area.

LAND USE POLICY

Union City Property Owner. Provided an independent analysis regarding the reasonableness of the City of Union City continuing to reserve a key development area for office and/or R&D development in the context of the General Plan Update.

Alameda County Community Development Agency. Provided analysis and input regarding the Ashland and Cherryland Business District Specific Plan requirements for non-residential floor space in mixed-use development sites over 10,000 square feet

DCT Industrial Trust (Subsequently acquired by ProLogis, Inc.). Performed economic analysis on a proposed change to the Newark Zoning Ordinance regarding permitted industrial uses. The analysis demonstrated the market, fiscal, and economic impacts that could result from the proposed zoning ordinance change.

City and County of San Francisco. Under direction of the San Francisco Planning Department, conducted analysis and literature review regarding residential and commercial displacement, especially they pertained to two planned Mission District mixed-income apartment projects.

DEVELOPMENT FEASIBILITY

China Harbour Engineering Company Ltd. (CHEC). Prepared a market assessment and development feasibility analysis for the potential development of a 5.54-acre parking lot at the West Oakland BART Station in Oakland, CA for CHEC, the development entity selected by BART to pursue joint development of the site pursuant to an Exclusive Right to Negotiate Agreement.

Align Real Estate, LLC. Prepared independent economic analysis of a proposed residential development in San Francisco on the site of several buildings, including one considered an historic resource pursuant to CEQA. The analysis tested several project alternatives, focusing on net developer margin as an indicator of financial feasibility.

Build, Inc. Conducted financial analysis comparing the development of a prospective San Francisco residential site as a "stand-alone" project compared to a larger "combined lot" project that would incorporate unused floor-area-ratio from an adjacent property.

Various Residential Developers. In support of fiscal impact studies, prepared residential market analysis examining historical development and pricing trends, absorption, and forecasting demand by product type. Prepared achievable pricing estimates by residential unit type and size.

EDUCATION

- Bachelor of Arts degree in urban studies, magna cum laude, Syracuse University.
- Master of Community Planning degree from the University of Cincinnati.
- Advanced graduate studies in City and Regional Planning at the University of California at Berkeley.



City of Inglewood
ONE MANCHESTER BLVD/P.O. BOX 6500/INGLEWOOD, CA 90301
Telephone (310) 412-5266 /fax (310) 330-5766
www.cityofinglewood.org

SHORT FORM CONTRACT TERMS AND CONDITIONS

PAYMENT TERMS

Standard payment shall be made by City check.

SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your bid/price quote the City of Inglewood tax rate of 10%. If a bidder fails to include the City's tax rate in their bid, the City will add the 10% figure to the bid for evaluation purposes.

INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

INSURANCE REQUIREMENTS

The vendor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in California or a nonadmitted insurer on California's List of Eligible Surplus Lines Insurers (LESLI) and having a rating of or equivalent to A:VIII by A.M. Best Company:

- a. **Commercial General Liability**
Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$1,500,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection. The "City of Inglewood, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 of CG 20 26 1185.

b. Automobile Liability

Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than \$1,500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto).

If an automobile is not used in connection with the services provided by the vendor, the vendor should provide a written request for a waiver of this requirement.

c. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,500,000 per claim

d. Workers' Compensation and Employer's Liability

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.

REQUIRED INSURANCE DOCUMENTATION

a. Certificate of Insurance

The Certificate Holder must be the "City of Inglewood".

b. Endorsements

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

- 1) **Additional insured endorsements to the general liability and auto liability*** insurance policies. The "City of Inglewood, its officials, employees and agents" must be endorsed to the contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.
- 2) **Cancellation notice endorsements.** Each policy must be endorsed to provide that the policy shall not be cancelled or nonrenewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).
- 3) **Primary and noncontributory coverage endorsements.** The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

WAIVER OR MODIFICATION OF THE INSURANCE REQUIREMENTS

Any waiver or modification of the insurance requirements can only be made by the City Attorney's Office. All waiver or modification requests are reviewed on a case-by-case basis.

*Depending on the scope of services

INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant's work.

NON-DISCRIMINATION

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the **City** of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

EXECUTION OF AGREEMENT

A bidder to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Defective materials not remedied in accordance with provisions of specifications;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

ACCEPTANCE OF ORDER

This Order is the City's offer to Seller. Seller's acceptance shall be strictly limited to the terms of this Order and the City hereby objects to any additional or different terms in Seller's acceptance. By executing and returning to the City the Acceptance or Acknowledgment copy of this Order, or by beginning performance, Seller accepts this order as written.

CONFLICT OF INTEREST

Seller warrants to the best of its knowledge that the submission of any offer related to this order does not constitute a conflict of interest in terms of negotiating for or having an arrangement with any City employee or elected or appointed member of City government, including any member of the employee's immediate family who may have participated directly or indirectly in Purchasing Manager. For intentional breach or violation of this warranty, the City shall have the right, at its discretion, to annul this agreement without liability, and Seller may be subject to damages and/or debarment or suspension.

PRICE WARRANTY

Seller warrants that the price of the ordered products does not exceed the price charged by Seller to any other customer purchasing the same products in like or smaller quantities, and under similar conditions of purchase.

CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**VENDOR ACKNOWLEDGMENT OF CITY OF INGLEWOOD TERMS
AND CONDITIONS:**

Authorized vendor representative: Cory L. [Signature]

Date: 10/15/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762		CONTACT NAME: Stephanie Thomas PHONE (A/C, No, Ext): (866) 500-6359 E-MAIL ADDRESS: stephaniet@selectsolutionsins.com FAX (A/C, No): (925) 951-0077	
INSURED Amy L. Herman Dba Alh Urban and 2239 Oregon St Berkeley CA 94705		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. NAIC # 11000 INSURER B: The Hanover Insurance Company 22292 INSURER C: INSURER D: INSURER E: INSURER F:	

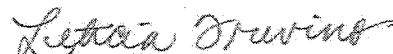
COVERAGES CERTIFICATE NUMBER: CL186630672 REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBMBA2587	06/06/2018	06/06/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Cyberflex Liab Exclusion \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions			LHFA65136803	06/06/2018	06/06/2019	Limit of Liability \$1,000,000 Aggregate \$1,000,000 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Inglewood, its officials, employees, and agents are included as additional insured on General Liability policy endorsement to follow from carrier.

CERTIFICATE HOLDER City of Inglewood One Manchester Blvd. P.O. Box 6500 Inglewood CA 90301	CANCELLATION 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 
--	--