

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement is subject to a Confidentiality Agreement, dated September 3, 2019, between the City of Riverside, Regional Water Quality Control Plant and Southern California Gas Company.

September 18, 2020

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into effective this **March 11, 2020** (the "Effective Date") by and between **Southern California Gas Company**, a California corporation ("SoCalGas"), and **City of Riverside, Regional Water Quality Control Plant**, a Government Entity Non Profit 501 (C) ("Client").

RECITALS

WHEREAS, SoCalGas is a public utility regulated by the California Public Utilities Commission ("CPUC") providing gas service to end-use customers within Southern California.

WHEREAS, the Client is a sponsor of a **biomethane interconnection located near 5950 Acorn Street, Riverside, CA 92504 utilizing biogas derived primarily from the Regional Water Quality Control Plant** project and/or has an interest in SoCalGas' ability to receive and redeliver additional gas supplies into its gas utility system.

WHEREAS, the Client desires to retain SoCalGas in connection with the performance of certain consulting services, upon the terms and conditions set forth in this Agreement (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

SECTION 1 - CONSULTING SERVICES

1.1. Retention. Client hereby retains SoCalGas to provide the Services, upon the terms and conditions set forth in this Agreement.

1.2. Scope of Services. The Services to be provided to Client by SoCalGas shall consist of the following tasks to this agreement including (check all that apply) as detailed in the applicable Exhibit:

- Exhibit A – Interconnect Capacity Study (☒ CheckBox),
- Exhibit A1 – Preliminary Engineering Study (☒ CheckBox),
- Exhibit A2 – Detailed Engineering Study (☒ CheckBox),
- Exhibit A3 – Detailed Engineering Study and Long Lead Material Procurement (☒ CheckBox).

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An executed Exhibit A is required, except in the case where Client has in place a valid and effective SoCalGas Interconnect Capacity Study, before Client can contract for Exhibit A1 and/or A2 or, in cases where SoCalGas already knows what the long lead materials and their costs are, A1 and/or A3. Each Exhibit only becomes effective upon execution by both Client and SoCalGas.

No construction work shall be included or done pursuant to this Agreement.

1.3. **Term.** This Agreement shall be effective on the Effective Date and shall continue in full force and effect until the completion of the Services.

SECTION 2 - COMPENSATION AND EXPENSES

2.1. **Compensation.** An estimate of SoCalGas' fees and all other applicable costs to be billed by SoCalGas to Client under this Agreement are set forth in each applicable Exhibit to this Agreement. In any event, Client shall be liable for the actual costs of the Services which may be higher than the estimated costs. Actual costs shall include the actual Services rendered and all related costs incurred, and shall include permit or other fees or charges, procurement, indirect costs and overheads, carrying costs, and any related income or other tax liability thereon.

2.2. **Payment.** Upon execution of this Agreement and Exhibit A, Client shall make payment to "Southern California Gas Company" for the Services in the amount specified in Exhibit A within thirty (30) days. Upon execution of any additional Exhibit (as further described in Section 1.2) Client shall make payment to "Southern California Gas Company" for Services in the amount specified in such Exhibit(s) within thirty (30) days. Any amount billed by SoCalGas to Client subsequent to the initial payment shall be paid by Client within twenty (20) days after receipt of SoCalGas' invoice to the address set forth in Section 8 below.

2.3. **Change Orders.** Any change to the Scope of Services shall be in writing (a "Change Order") and signed by Client and SoCalGas. If Client issues any request for a change in the Scope of the Services or the time of completion of the Services beyond those tasks described in the Scope of Services and not identified as a Change Order, but which SoCalGas considers to be a Change Order, then SoCalGas shall notify Client in writing and the parties shall mutually decide whether such a change in the Scope of Services or the time of completion of the Services constitutes a Change Order, which increases or decreases the Scope of the Services and increases or decreases the cost to SoCalGas of providing the Services. If SoCalGas issues a Change Order that results in an increase or decrease in the cost of the Services, then an adjustment shall be made to the total compensation and/or the time of completion of the Services. All written Change Orders shall become a part of this Agreement. SoCalGas may refrain from any additional work until Client has paid such additional amount as set forth above.

2.4. **Payroll Taxes.** Social security, federal, and other applicable taxes shall not be withheld from payments made to SoCalGas.

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SECTION 3 - INFORMATION AND OWNERSHIP

3.1. **Confidential Information.** During the term of this Agreement, either party may have access to and become acquainted with confidential information and trade and business secrets of the other. Treatment of this information by both parties is set forth in the Confidentiality Agreement which is attached hereto and incorporated herein as Exhibit B of this Agreement (the Confidentiality Agreement).

3.2. **Ownership and Use.** Notwithstanding the above, any and all material and information prepared, accumulated or developed by SoCalGas, any subcontractor or their respective employees, including, without limitation, documents, drawings, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, data models and samples, (hereinafter, collectively "Work Product"), shall remain the property of SoCalGas when prepared or in process, whether or not delivered to Client. SoCalGas hereby grants to Client a nonexclusive, royalty-free unrestricted license to use, copy, and distribute any Work Product furnished by SoCalGas to Client under this Agreement, subject to the terms specified in Exhibit B, Confidentiality Agreement. SoCalGas warrants that the Work Product provided by SoCalGas hereunder will meet or exceed all generally accepted industry standards for this type of work. SoCalGas makes no representations about the suitability, reliability, availability, timeliness or accuracy of Work Product or Services for any purpose. The Work Product will be done using information and assumptions at one point of time and which are subject to change at any time that could change the results or analysis reflected in Work Product. Estimates of costs may not cover all environmental costs or other unforeseen costs, or costs resulting from changes to laws, rules and regulations governing the Services herein. Therefore, SoCalGas does not warrant the Services or Work Product for any use and specifically disclaims any liability for any subsequent use of the Work Product, or any part thereof, by Client. No warranty of any kind is or will be included as part of the Services and all express and implied warranties, including any warranties of merchantability, and/or fitness for a particular purpose are specifically disclaimed. With the exception of claims solely arising from the gross negligence or intentional misconduct by Utility that occurs while performing the Services, Client will not hold SoCalGas liable or responsible in any way for any losses, damages, claims, costs, expenses or other obligations it incurs, or may incur, arising out of or related to Client's use of, or reliance on, any part of the Services, Work Product or other information provided by SoCalGas hereunder.

SECTION 4 - STATUS

SoCalGas is and at all times during the term of this Agreement shall be an independent contractor providing consulting services to Client. Nothing contained in this Agreement shall be construed to create a relationship of principal and agent, employer and employee, servant and master, partnership or joint venture between the parties.

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SECTION 5 - ATTORNEYS' FEES

Should any dispute arise regarding any term or provision of this Agreement or enforcement of any rights hereunder, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

SECTION 6 - SUPERVISION AND COORDINATION

During the term of this Agreement, each party shall appoint a representative who will be authorized, empowered and available to act for and on behalf of each to implement the terms and conditions of this Agreement.

SECTION 7 - DISPUTES

Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after a reasonable period of time of good faith negotiation may be submitted to the CPUC for resolution.

SECTION 8 - NOTICES

Any and all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given or received when delivered personally or by courier forty-eight (48) hours after being mailed, via first class, postage prepaid, to the addresses set forth immediately below of the parties hereto or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

SoCalGas:

Southern California Gas Company
Address: **555 W. Fifth Street GT 20C3**
Address: **Los Angeles, CA 90013-1040**
Attn: **Tom Kauffman**

Client:

City Of Riverside, Regional Water Quality Control Plant
Address: **5950 Acorn Street**
Address: **Riverside, CA 92504**
Attn: **Mr. Edward J. Filadelfia**

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SECTION 9 - SUCCESSORS AND ASSIGNS

Assignment or transfer of the entire rights and obligations of any Party hereunder shall only be permitted under the following circumstances:

A. When the assignment is to a successor, representative or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of Project or SoCalGas, as the case may be and when the assignment is to a parent, affiliate or subsidiary of a Party hereto; or

B. When any Party assigns or pledges this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may execute hereafter; however, in such event the other Parties shall be provided prior written notice thereof; or

C. When the Party assigning shall have first obtained the consent in writing of the other Party hereto.

SECTION 10 - APPLICABLE LAW

The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

SECTION 11 - WAIVERS

The failure or delay of either party to exercise or enforce at any time any of the provisions of this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce each and every provision of the Agreement and shall not otherwise affect the validity of this Agreement.

SECTION 12 - SEVERABILITY

If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision shall become inapplicable and shall be deemed omitted from this Agreement. Such determination shall not, however, in any way invalidate the remaining provisions of this Agreement.

SECTION 13 - ENTIRE AGREEMENT AND AMENDMENTS

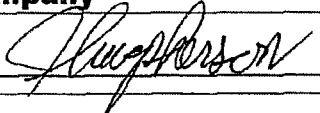

This Agreement and its exhibits constitute the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes any prior written or oral understanding or agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended, altered, or supplemented in any way except by an instrument in writing, signed by the duly authorized representative of the parties that expressly references

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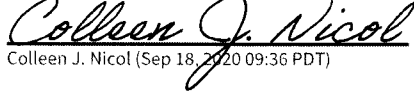
this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and in the year first above written.


Southern California Gas Company	City of Riverside, Regional Water Quality Control Plant
By: 	By:  Al Zelinka (Sep 18, 2020 08:55 PDT)
Name: <u>Jerry McPherson</u>	Name: <u>Al Zelinka</u>
Title: <u>Energy Markets Segment Manager</u>	Title: <u>City Manager</u>
Date: <u>5/28/2020</u>	Date: <u>Sep 18, 2020</u>

CERTIFIED AS TO FUNDS AVAILABILITY:

By: 
Chief Financial Officer/Treasurer

Attest: 
Colleen J. Nicol (Sep 18, 2020 09:36 PDT)
City Clerk

Approved as to form:

By: 
Ruthann M. Salera
Deputy City Attorney

Preliminary Engineering Study - Exhibit A1
Consulting Services Agreement dated March 11, 2020

SoCalGas will provide the Client with a report that provides a Preliminary Engineering Study ("PES") requested by the Client for construction of necessary facilities as described below (the "Services"). SoCalGas proposes to analyze the impact on its gas transmission system of receiving **four hundred ninety two (492) or nine hundred sixty (960)** thousand Standard cubic feet per day (MScfd) of new supply at **5950 Acorn Street, at approximately 33°57'43.66" N; 117°27'19.09" W, Riverside, California**, on a **displacement** basis. SoCalGas' analysis will identify any system improvements necessary to accept this new supply under the assumption that the new supply **will be permitted to negatively impact SoCalGas' ability to receive supply from its current receipt points or storage fields.**

The cost estimate calculated by SoCalGas will include land acquisition, site development, right-of-way, metering, gas quality, permitting, regulatory, environmental, unusual construction costs, and operating and maintenance costs for any facility improvements, accurate to $\pm 20\%$. The findings and estimate will not constitute a proposal by SoCalGas. SoCalGas will not have performed a specific site or route evaluation for the Client's project in the development of this estimate.

SoCalGas' construction costs continue to rise with increasing costs of labor and materials. Since the PES is developed using average historical project cost data, it is highly likely that the actual construction costs for the Client's particular project will vary significantly from the PES. SoCalGas urges the Client to retain the services of a third-party engineering construction firm, or enter into a design and engineering contract with SoCalGas to develop a more accurate construction cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, SoCalGas does not recommend that the Client use the PES for any purpose, including any substantive planning or other decisions regarding the cost or viability of its project. Any use by the Client is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the results of SoCalGas' analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Client. The Client will be granted an unrestricted license to use, copy, and distribute the report; however, the report and all work product shall remain the property of SoCalGas.

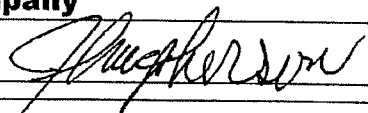

The estimated cost to perform the Services is \$ **65,000**. SoCalGas will complete the analysis within **one hundred twenty (120)** business days after receipt of payment **and SoCalGas' receipt of Client's design, operating, gas quality and site criteria necessary to perform such analysis.**

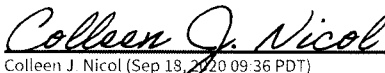
Preliminary Engineering Study - Exhibit A1
Consulting Services Agreement dated **March 11, 2020**

Payment in full of the estimated cost of the Services is required upon execution of a Consulting Services Agreement and Exhibit A1 to proceed with the analysis. The Client will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Client at the completion of the project for any difference between the actual costs and this estimate.

Should the Client's requirements vary from this proposal, SoCalGas would like the opportunity to modify and resubmit this proposal as appropriate. If the Client has any questions, please call **Tom Kauffman** at **213-244-2683**.

Accepted and agreed to by their respective authorized representatives:

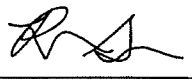
Southern California Gas Company	City of Riverside, Regional Water Quality Control Plant
By: 	By:  <small>Al Zelinka (Sep 18, 2020 03:55 PDT)</small>
Name: Jerry McPherson	Name: Al Zelinka
Title: Energy Markets Segment Manager	Title: City Manager
Date: <u>5/28/2020</u>	Date: <u>Sep 18, 2020</u>

Attest: 
Colleen J. Nicol (Sep 18, 2020 09:36 PDT)
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

By: 
Chief Financial Officer/Treasurer

Approved as to form:

By: 
Ruthann M. Salera
Deputy City Attorney

Detailed Engineering Study - Exhibit A2
Consulting Services Agreement dated **March 11, 2020**

SoCalGas will provide the Client with a report that provides a Detailed Engineering Study ("DES") requested by the Client for construction of necessary facilities as described below (the "Services"). SoCalGas proposes to analyze the impact on its gas transmission system of receiving **four hundred ninety two (492) or nine hundred sixty (960)** thousand Standard cubic feet per day (MScfd) of new supply at **5950 Acorn Street, at approximately 33°57'43.66" N; 117°27'19.09" W, Riverside, California**, on a **displacement** basis. SoCalGas' analysis will identify any system improvements necessary to accept this new supply under the assumption that the new supply **will be permitted to negatively impact SoCalGas' ability to receive supply from its current receipts points or storage fields.**

A cost estimate for any facility improvements, accurate to $\pm 20\%$, will be calculated. The findings and estimate will not constitute a proposal by SoCalGas. The DES will (1) describe all costs of construction, (2) develop complete engineering construction drawings, and (3) prepare all construction and environmental permit applications and right-of-way acquisition requirements.

A report that summarizes the results of SoCalGas' analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Client. The Client will be granted an unrestricted license to use, copy, and distribute the report; however, the report and all work product shall remain the property of SoCalGas.

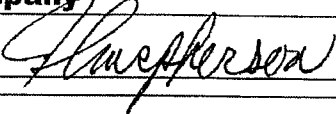

The estimated cost to perform the Services is \$ **325,000**. SoCalGas will complete the analysis within **one hundred seventy (170) business days** after receipt of payment **in the amount of \$325,000 from Interconnector, the completion and issuance by SoCalGas of the Preliminary Engineering Study in accordance with Exhibit A-1 to this Agreement, and SoCalGas' receipt of Client's design, operating, gas quality and site criteria necessary to perform such analysis.**

Payment in full of the estimated cost of the Services is required upon execution of a Consulting Services Agreement and Exhibit A2 to proceed with the analysis. The Client will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Client at the completion of the project for any difference between the actual costs and this estimate.

Should the Client's requirements vary from this proposal, SoCalGas would like the opportunity to modify and resubmit this proposal as appropriate. If the Client has any questions, please call **Tom Kauffman at 213 244-2683.**


Detailed Engineering Study - Exhibit A2
Consulting Services Agreement dated **March 11, 2020**


Accepted and agreed to by their respective authorized representatives:

Southern California Gas Company	City of Riverside, Regional Water Quality Control Plant
By: <u></u>	By: <u></u> <small>Al Zelinka (Sep 18, 2020 08:55 PDT)</small>
Name: Jerry McPherson	Name: Al Zelinka
Title: Energy Markets Segment Manager	Title: City Manager
Date: <u>5/28/2020</u>	Date: <u>Sep 18, 2020</u>

CERTIFIED AS TO FUNDS AVAILABILITY

Approved as to form:

By: 
Ruthann M. Salera
Deputy City Attorney

BY: 
Chief Financial Officer/ Treasurer

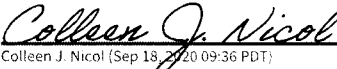
Attest: 
Colleen J. Nicol (Sep 18, 2020 09:36 PDT)
City Clerk

EXHIBIT B
to
Consulting Services Agreement
dated March 11, 2020

**This Consulting Services Agreement is subject to the attached Confidentiality Agreement,
dated September 3, 2019, between the City of Riverside, Regional Water Quality Control
Plant and Southern California Gas Company**

CONFIDENTIALITY AGREEMENT

Exhibit B to the Consulting Services Agreement dated September 3, 2019

This Confidentiality Agreement ("Agreement") is made and entered into effective as of September 3, 2019 ("Effective Date"), by and between City of Riverside, Regional Water Quality Control Plant, a Government Entity Non Profit 501(C) located at 5950 Acorn Street, Riverside, CA 92504 ("Company"), and the Southern California Gas Company, a California corporation, located at 555 W. Fifth Street, Los Angeles, CA 90013-1011 ("SCG").

In consideration of the mutual covenants herein, and the disclosures to be made in connection herewith, the parties agree as follows:

1. Company is considering engaging in developing a biomethane Interconnection project located at 5950 Acorn Street, Riverside CA, 92504 at or near GPS coordinates, 33°57'43.66" N; 117°27'19.09"W, that would connect with SCG's gas pipeline system ("Project") in California and wishes to discuss with SCG certain aspects of the Project and the possible future relationship of the parties concerning the Project (the "subject matter"). Because of the competitive nature of the Project and the subject matter, which may be discussed by the parties concerning the Project, the parties agree to keep all subject matter identified in writing as "Proprietary Information" confidential. "Proprietary Information" shall mean any data, information, trade secrets or "know-how" that is proprietary to a Party, and not known to the Party receiving it or the general public as of the date hereof, which is disclosed in the course of dealings between the Parties in connection with this Agreement, in oral and/or written form. For the purposes of this Agreement, the party receiving Proprietary Information from a party in connection herewith is the "Receiving Party," and the party providing Proprietary Information to the other party hereunder is the "Disclosing Party". Any information designated by a party as Proprietary Information, if in tangible form, will be marked clearly as "Proprietary Information"; or if communicated orally, it must be identified in writing as "Proprietary Information" in reasonable detail within five (5) business days after disclosure. This Agreement does not require either Party to disclose any particular "Proprietary Information," or to disclose it in any particular form or format. No representation is made that any Proprietary Information disclosed is free from error, or suitable for any use or purpose. Company understands that as a California public utility company SCG is obligated to provide service in a non-discriminatory manner and this Agreement in no way prevents, restricts or limits SCG's discussions or relationships with other companies considering Interconnection projects other than not disclosing the Proprietary Information of Company.
2. Except as otherwise provided in this Agreement, no part of the Proprietary Information may be disclosed or delivered to third parties or used by the Receiving Party for any purpose other than for the purpose stated in Paragraph 1 above, without the prior written consent of the Disclosing Party, which may be refused. Except as authorized in writing by the Disclosing Party, the Receiving Party shall not copy, disclose, or use the Disclosing Party's Proprietary Information or any part thereof and shall return to the Disclosing Party or

3. destroy, upon the Disclosing Party's request, all Proprietary Information provided by the Disclosing Party in tangible form, and all copies, photographs, reproductions, and all other duplications thereof, including any summaries, extracts and other information derived from the Proprietary Information, regardless of the form of media.
4. The Receiving Party shall take all reasonable measures to prevent unauthorized disclosure of the Proprietary Information and shall restrict access to the Proprietary Information to those employees, or employees of Affiliates, who have a need to know in the course of their duties. If the Receiving Party finds it necessary for the purpose set forth in Paragraph 1 above to disclose to a subcontractor or agent any Proprietary Information, such subcontractor or agent shall first agree in writing to comply with the provisions of this Agreement. For purposes of this Agreement, "Affiliate" shall mean any company or legal entity which (a) controls either directly or indirectly a Party, or (b) which is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such party. Control means the right to exercise fifty percent (50%) or more of the voting rights in the appointment of the directors or similar representatives of such company or entity.
5. Notwithstanding any of the other provisions herein, SCG will not disclose any Proprietary Information disclosed pursuant to this Agreement to any of its Affiliates not regulated by the CPUC without the prior written consent of Company.
6. All Proprietary Information disclosed hereunder shall be and remain the exclusive property of the Disclosing Party. This Agreement shall not be construed to grant to the Receiving Party any license or other rights to the Proprietary Information except as specifically noted herein.
7. The obligations set forth in this Agreement shall not apply to information that the Receiving Party can establish is:
 - a. Information, which is in the public domain as of the date of this Agreement or which later, enters the public domain from a source other than the Receiving Party.
 - b. Information which the Receiving Party has written evidence of knowing prior to the execution of this Agreement.
 - c. Information which the Receiving Party receives from a bona fide third party source not under any obligation of confidentiality.
 - d. Information approved for release by the Disclosing Party in writing.
 - e. Information, which is required by law (e.g., court order or governmental agency subpoena) to be disclosed. If either Party or any of its Representatives is required by applicable law, regulation or legal process (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Proprietary Information provided to it under this Agreement, such Party or its Representative will promptly notify the other Party of such requirement

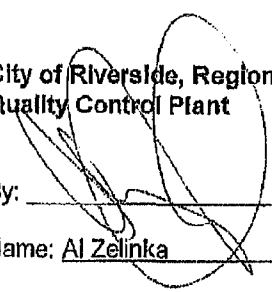
so that it may seek an appropriate protective order or elect, in its sole discretion, to grant a waiver of compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder within a reasonable time after such notice, a Party or any of its Representatives is, in the reasonable opinion of such Party, compelled to disclose any Proprietary Information, then the disclosing Party may disclose only such of the Proprietary Information to the person compelling disclosure as is required by law. The Party being forced to disclose any Proprietary Information will provide all commercially reasonable assistance to enable the other Party to obtain a protective order or other reliable assurance that the Proprietary Information will be accorded confidential treatment.

- f. Either Party may disclose to any governmental entity (including a court) or its representatives or other persons as required by such entity, the tax treatment and tax structure of any transaction arising at any time in connection with this Agreement or related hereto, as well as all materials provided to either Party of any kind (including opinions or other tax analyses) relating to the tax treatment or tax structure of such transaction.
8. If the Receiving Party breaches or defaults in the performance of any of its covenants contained herein or violates any of the restrictions set forth herein, the Disclosing Party shall be entitled to all remedies available at law or in equity. The parties acknowledge that the Proprietary Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of each party and its Representatives are specifically enforceable. Accordingly, the parties agree that in the event of a breach or threatened breach of this Agreement by either party, the disclosing party shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.
9. If either party employs attorneys (in-house and/or outside counsel) to enforce any rights arising out of or related to this Agreement, the prevailing party in such matter (as determined by the court) shall be entitled to receive its reasonable attorneys' fees, costs and disbursements.
10. This Agreement shall begin on the Effective Date and continue for period of two (2) years from the date of the last disclosure of Proprietary Information in connection herewith.
11. Neither this Agreement, nor the disclosure of Proprietary Information under this Agreement, nor the ongoing discussions and correspondence by the parties regarding the subject matter of this Agreement, shall constitute or imply any promise or intention to make any purchase or use of the services, products, facilities, real property or other assets of either party, or any commitment by either party with respect to any other present or future arrangement. If, in the future, the parties elect to enter into binding commitments relating to any of the matters stated herein, they must be stated in a separate executed written contract by the parties.

12. This Agreement shall be governed by and construed under the laws of the California, without reference to any principles on conflicts of laws. Any dispute between the parties arising under this Agreement shall be litigated solely in the state or federal courts located in the County of Los Angeles, State of California.
13. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior discussions, communications and agreements, both oral and written. This Agreement shall not be amended or modified except by an agreement or amendment in writing signed by both parties, and shall not be modified by course of performance, course of dealing, or usage of trade. No waiver of any right under this Agreement shall be deemed a subsequent waiver of the same right or any other right. To be effective, any waiver of the provisions hereof shall be in writing.

The authorized signatories of the parties have executed this Confidentiality Agreement as of the Effective Date.

City of Riverside, Regional Water
Quality Control Plant

By: 

Name: Al Zelinka

Title: City Manager

Date: 11/12/19

Attest: 

COLLEEN J. NICOL
City Clerk

SOUTHERN CALIFORNIA GAS COMPANY

By: 

Name: Rasha Prince

Title: Director -- C/I Services

Date: 9-5-2019

APPROVED AS TO FORM:

BY: 

ASSISTANT CITY ATTORNEY

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

DATE: **8-10-2020**

PARTIES: Southern California Gas Company

PROJECT DESCRIPTION: Preliminary and Detailed Interconnection Engineering Study

SCOPE OF CONTRACT/SERVICE: Engineering study to identify cost of construction, complete engineering construction drawings, construction and environmental permit applications, and right-of-way acquisition requirement to connect to the SCG high pressure distribution pipeline.

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Public Works

BUDGET ACCOUNT (GL Key and Object): 9912523 440301 *ag*

DEPT. HEAD APPROVAL: *Kris Martin*

PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

- () Formal Procurement (Bid #, RFP #, panel, etc.): _____
- (X) Informal Procurement (Three quotes, **single/sole source**, under non-bidding threshold, etc.): **Single Source per Resolution 23256 Section 702 (I)**
procurement valid under Section 702(I), not single source exception
- () Emergency Procurement (date, event, etc.): _____

() Requisition Number: _____

(X) Date Approved by City Council/Board: 8-18-2020

Purchasing Division Validation: *BH* Date: 08/13/2020

Funding by 20-21 Council approved Budget

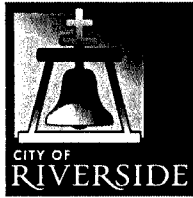
PLEASE RETURN TO: City Clerk's Office, Ext. 4276, DAlegria@riversideca.gov

Validated for Procurement **ONLY**

Effective: NTP to project completion

NTE: \$390,000

YTD Available: \$2,000,000 as of 08/14/20



City of Arts & Innovation

**CITY COUNCIL
HOUSING AUTHORITY
REGULAR AND SPECIAL MEETING
MINUTES**

TUESDAY, SEPTEMBER 15, 2020, 1 P.M.
VIRTUAL MEETING
TELEPHONE PUBLIC COMMENT

Handwritten signature

Manager, or his designee, to execute necessary documents to amend the Lease Agreement.

AGREEMENT AMENDMENT - JANET GOESKE FOUNDATION AND SENIOR CENTER - 5257 SIERRA

The City Council (1) approved the Second Amendment to the Agreement with Janet Goeske Foundation for the management and operation of the Janet Goeske Senior Center for the term of July 1, 2020, through June 30, 2021, in the amount of \$366,626.75; and (2) authorized the City Manager, or his designee, to execute the agreement including making minor and non-substantive changes.

OFFICIAL POLICE TOW TRUCK SERVICE - ORDINANCE INTRODUCED

The City Council introduced an Ordinance amending Chapter 5.15 of the Riverside Municipal Code entitled Regulations of Riverside Police Official Police Tow Truck Services including amendments to Sections 5.15.020, 5.15.030, 5.15.080, 5.15.095, 5.15.100, 5.15.110, 5.15.120, 5.15.130, 5.15.140, 5.15.145, and 5.15.150; whereupon, an Ordinance entitled, "An Ordinance of the City of Riverside, California, Amending Chapter 5.15 of the Riverside Municipal Code Entitled Regulation of Riverside Police Official Police Tow Truck Service," was presented and introduced.

AGREEMENT - RENEWABLE NATURAL GAS INTERCONNECTION PIPELINE ENGINEERING

The City Council (1) approved a Consulting Services Agreement with Southern California Gas Company for Preliminary Engineering Study and Detailed Engineering Study in the amount of \$429,000; and (2) authorized the City Manager, or his designee, to execute the Consulting Services Agreement with Southern California Gas Company, including making minor and non-substantive changes.

BID 7758 - STORM DRAIN LINE AND ANCILLARY STRUCTURES - SIERRA STREET BETWEEN STREETER AND CAPISTRANO

The City Council (1) awarded a construction contract for Bid 7758 for construction of Sierra Street storm drain improvements to MCC Equipment Rentals, Inc., Yucaipa, California, in the amount of \$283,233.84; and (2) authorized the City Manager, or his designee, to execute the construction contract with MCC Equipment Rentals, Inc., including making minor and non-substantive changes.