



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

August 21, 2014

FTOG, Inc.
Attn: Richard Amadril, President
8941 Atlanta Avenue, #218
Huntington Beach, CA 92646

Dear Mr. Amadril:

RE: Professional Services Agreement

Enclosed, for your records, is the amendment number one to the professional services agreement with FTOG, Inc., for consulting services.

Sincerely,


Brenda Green
City Clerk

Enclosure (1)

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH FTOG, INC.**

This Amendment is made and entered into this 1st day of July 2014 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FTOG, INC., a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on December 10, 2013, for Consultant as an independent contractor to serve as Interim Buyer (the "Agreement"); and

WHEREAS, Consultant and City desire to amend the compensation limit to allow for further provision of services by Consultant.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.1 (Scope of Services) of the Agreement is hereby deleted in its entirety and replaced by the following:

1.1 Scope of Services. Consultant shall provide the professional services described in Exhibit "A" which has been revised and incorporated herein by this reference.

2. Section 2.1 (Compensation) of the Agreement is hereby deleted in its entirety and replaced by the following:

2.1 Compensation. As compensation for the provision of services outlined in Exhibit A and in accordance with this Agreement, Consultant shall be paid in accordance with the hourly rate set forth in Exhibit A. Consultant's total compensation shall not exceed Forty-Eight Thousand Six Hundred Dollars (\$48,600) for the 2013-2014FY, contract dates of December 10, 2013 through June 30, 2014 and Forty-Eight Thousand Six Hundred Dollars (\$48,600) for the 2014-2015FY contract dates of July 1, 2014 through January 2, 2015.

3. Section 4.1 (Term) of the Agreement is hereby deleted in its entirety and replaced by the following:

4.1 Term. This Agreement shall commence on the Original Effective Date and continue through June 30, 2014 to complete the 2013-2014 FY, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The City is also simultaneously exercising the option to extend the contract for a six-month period, for the 2014-2015 FY, beginning July 1, 2014 ending on January 2, 2015, unless previously terminated as provided herein or as otherwise agreed to in

writing by the parties.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

[Redacted signature area]

[Mayor or Chief Executive Officer]

Date: 8-20-14

CONSULTANT

[Redacted signature area]

Date: 8-7-14

Signature

President

Name and Title

[Redacted name and title]

Social Security or Taxpayer ID Number

ATTEST:

[Redacted attestation signature]

City Clerk and ex-officio Clerk
of the City of Costa Mesa



APPROVED AS TO FORM:

[Redacted Signature]

City Attorney Yolanda Summartin

Date: 8/11/14

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 8/8/14

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date: 8/6/14

[Redacted Signature]

Interim Finance Director

Date: 8.7.14

EXHIBIT A
SCOPE OF SERVICES

Provide interim support to the Purchasing Division, including but not limited to the services of a Buyer, as described below:

Receives, examines, and processes requisitions; prepares or reviews bid specifications and other necessary documents related to the purchase of supplies, materials, equipment and services+; locates source of supply, and places orders with appropriate bidders.

Analyzes competitive bids and proposals, conducts bid openings, evaluates bids, and makes recommendations on awards.

Compares costs and evaluates the quality and suitability of supplies, materials, and equipment.

Interviews and corresponds with vendors; keeps informed of new products and market conditions and trends.

Provides assistance and training to City departments regarding purchasing policies and procedures.

Ensures compliance of City purchasing policies are adhered.

Maintains records on purchase price information on both open market and contract purchases, and revises these as conditions change; obtains quotations on open market purchases.

Facilitates RFP/BID processes including preparation of the solicitation and ensuring the integrity of the process from start to finish.

Assumes the duties of the Purchasing Supervisor in his/her absence.

Performs related work as required.

Participates in the Purchasing and Quality Control Committee.

All services will be provided in accordance with the City's Purchasing Policy, Municipal Code and A.R. Code.

Product or project based work is an option as well.

The consulting fee for providing interim support to the Purchasing Division is \$45 per hour.

EXHIBIT D
CERTIFICATES OF INSURANCE



Certificate of Professional Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	FTOG, Inc.		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1403426-EO-13		
Policy Effective Date:	December 03, 2013	Policy Expiration Date:	December 03, 2014

Limits of Insurance

Each Claim:	\$ 1,000,000	Each Claim
Aggregate for all Claims:	\$ 1,000,000	Aggregate for all Claims
Deductible:	\$ 0	Each Claim
Retroactive Date:	February 01, 2012	

The policy referred to in this certificate was issued on a claims made and reported basis.

Description of Endorsements/Special Provisions

Not applicable


Authorized Representative

December 03, 2013

Date



Hiscox Insurance Company Inc.

Policy Number: UDC-1405307-CGL-13
Named Insured: FTOG, Inc.
Endorsement Number: 16
Endorsement Effective: December 09, 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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)

The City of Coasta Mesa 77 Fair Dr Costa Mesa, CA 92626

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

PRODUCER VALLEY WEST FINANCIAL INS. 3525 HYLAND AVE. STE.110 COST MESA CA 92626		044659 27 TELEPHONE:(714) 435-4051	 MERCURY INSURANCE COMPANY	AUTOMOBILE POLICY DECLARATIONS IMPORTANT COVERAGE EXCLUSION
POLICY NUMBER [REDACTED]		POLICY PERIOD FROM 05/15/2014 12:01AM TO 11/15/2014 12:01AM		APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER. It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.
PERSONS INSURED DONNA A AMADRIL				
DRIVERS DONNA A AMADRIL RICHARD R AMADRIL				

MAILING ADDRESS		[REDACTED]					
CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	2005	TOYOTA SEQUOIA LTD UTL 4X2 4D	[REDACTED]		N	05/2005	
2	2014	CADILLAC CTS PERFORMANCE CPE	[REDACTED]		N	05/2014	

CAR	LP-AI-LA GA-RO	LOSS PAYEE(S) (LP); ADDITIONAL INTEREST(S) (AI); LOSS PAYEE(S) AND ADDITIONAL INTEREST(S) (LA); GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.
1	LP	HUNTINGTON BEACH CITY EMPLOYEES C. PO BOX 910 HUNTINGTON BEACH CA 92648

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY				PREMIUMS			NON-FACTORY EQUIPMENT		
					CAR1	CAR2	CAR			
BODILY INJURY LIABILITY	\$100,000	EACH PERSON	\$300,000	EACH ACCIDENT	117	76		ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.		
PROPERTY DAMAGE LIABILITY	\$50,000	EACH ACCIDENT			154	109				
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$25,000	EACH PERSON	\$50,000	EACH ACCIDENT	18	9		CALIFORNIA ASSESSMENTS		
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$	MAXIMUM								
COLLISION DEDUCTIBLE WAIVER					2	2		CA FRAUD FEE		
MEDICAL EXPENSE	\$2,000				7	6		CIGA FEE		
LEASE/LOAN GAP COVERAGE	CAR	CAR	CAR							
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR 2	Y	CAR		34				
COMPREHENSIVE	DEDUCTIBLE CAR1	\$250	CAR2	\$250	CAR	\$	20	36		
COLLISION	DEDUCTIBLE CAR1	\$500	CAR2	\$500	CAR	\$	104	256		
ROADSIDE ASSISTANCE PER OCCURRENCE	CAR1	\$75	CAR2	\$75	CAR		3	3		
RENTAL CAR BENEFIT	\$30	PER DAY	30	DAYS	15	15				
ENDORSEMENTS ATTACHED TO THE POLICY					PREMIUMS PER CAR					
U-10 04/2013 U-45B U-236					440	546				
					POLICY FEE					
								TOTAL PREMIUM	986.00	

IMPORTANT INFORMATION

EFFECTIVE 05/25/2014
 This amended policy declarations page replaces all declarations with the same or prior effective date.
 Reason(s) Amended
 ADD VEHICLE(S)
 .
 If there is a lapse, coverage will not be provided during the lapse period.
 This policy change has resulted in an additional premium of \$564.00
 A statement of your account is enclosed.

CAR	OCC DRV	RAT DRV	PRN DRV	PTS	SD PTS	GD STD	M/C	MK SYM	MDL SYM	SYL SYM	PD SYM	CLASS	USE	MIL	FIN RES	PERS	FLG	GRP CD	MULTI POL	DOB	SR CHG	GD DRV	REST	A/L BRK	A/T DEV
1			1	01		N	Y	TY	SQ	58	14	289	PL	1		5			H	1963	N	Y	1	1	3
2			2	00		N	Y	CD	CT	46	22	19A	PL	1		5			H	1952	N	Y	1	1	3

UND: B. McCabe AMOUNT DUE: \$ 00.00 DUE DATE: MAILING DATE: 06/02/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency In CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contactus@hiscoxusa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED FTOG, Inc. 21992 Summerwind Ln HUNTINGTON BEACH CA 92646	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC	Y	N	UDC-1405307-CGL-13	12/09/2013	12/09/2014	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 - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED 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"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	N	UDC-1405307-EO-13	12/09/2013	12/09/2014	Each Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach AGORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDERThe City of Coasta Mesa
77 Fair Dr
COSTA MESA, CA 92626**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