DATE: March 2, 2021

TO: Mayor and Council Members
Chairman and Successor Agency Members
Chairman and Housing Authority Members
Chairman and Parking Authority Members

FROM: Office of the City Attorney
Office of the Successor Agency General Counsel
Office of the Housing Authority General Counsel
Office of the Parking Authority General Counsel

SUBJECT: Agreement with Kane, Ballmer & Berkman to Provide Legal Services for the City of Inglewood, Successor Agency, Housing Authority, and Parking Authority

RECOMMENDATIONS:
It is recommended that the Mayor/Successor Agency Chairman/Housing Authority Chairman/Parking Authority Chairman and Council Members/Successor Agency Members/Housing Authority Members/Parking Authority Members take the following actions:

1. Approve an agreement with Kane, Ballmer & Berkman (“Special Counsel”) for legal advice, guidance, and representation in the total amount of $500,000 (General and Advance Funds); and

2. Approve the payment of outstanding invoices for Special Counsel’s legal services in an amount not to exceed $400,000. (General Fund)

BACKGROUND:
The City, Successor Agency, Housing Authority, and Parking Authority (collectively “Clients”) are all separate and distinct legal entities, although the same persons serve on the governing bodies of each entity. From time to time, the City, Successor Agency, Housing Authority, and Parking Authority are individually or jointly involved in projects that require specialized legal services. Kane, Ballmer & Berkman (“Special Counsel”) has been providing specialized legal services to the Clients in the areas of housing, real estate, contracts, billboards, the winding down of the former Redevelopment Agency, and litigation.

Periodically, the Clients use Special Counsel’s legal services to enter into Disposition and Development Agreements with Developers. These Disposition and Development Agreements may require the developer to reimburse the Clients for their legal expenses. On September 8, 2020, the City approved a Disposition and Development Agreement with Murphy’s Bowl, LLC, that includes $250,000 in advance funds for the City’s Acquisition costs, which include attorney’s fees (“Murphy’s Bowl DDA”). These advance funds may be used to reimburse the City for Special Counsel’s legal services that are related to the Murphy’s Bowl DDA. The City is responsible for preparing and maintaining an accounting of Special Counsel’s legal services that may be paid for or reimbursed to the City from the advance funds account, and notifying the developer when the account needs to be replenished with additional funds.

DISCUSSION:
The Clients desire to enter into a new Agreement with Special Counsel to provide specialized legal advice and assistance on an as-needed basis. The principal attorney assigned to assist the Clients is Mr. Royce Jones. Mr. Jones has been practicing law for over 30 years. Special Counsel has not raised its billing rates for some time and has agreed to maintain the same rates ($200/hour) for this agreement.

Special Counsel’s legal services related to the Murphy’s Bowl DDA, up to $250,000, shall be paid out of a separate account, maintained by the City, in accordance with the Murphy’s Bowl DDA.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Funds in the amount of $250,000 are available under Account Code No. 001.099.9930.44899.00 (General Fund-Non-Departmental-Contract Services–Non Departmental) for Special Counsel’s legal services unrelated to the Murphy’s Bowl DDA.

Special Counsel’s legal services related to the Murphy’s Bowl DDA in the amount of $250,000 shall be paid from expenditure Account Code No. 300.100.A003.44860.00.

Funds in the amount of $400,000 for the payment of outstanding invoices are available under Account Code No. 001.099.9930.44899.00 (General Fund-Non-Departmental-Contract Services-Non Departmental).

LEGAL REVIEW VERIFICATION: ☑
Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by the Office of the City Attorney/General Counsel.

BUDGET REVIEW VERIFICATION: ☑
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed, and approved by the Budget Division.

FINANCE REVIEW VERIFICATION: ☑
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed, and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Agreement
Attachment No. 2 – Liability Insurance

PREPARED BY:
Kenneth R. Campos, City Attorney/General Counsel

COUNCIL PRESENTER:
Kenneth R. Campos, City Attorney/General Counsel
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: 
Kenneth R. Campos, City Attorney/General Counsel

CITY MANAGER/EXECUTIVE DIRECTOR APPROVAL: 
Artie Fields, City Manager/Executive Director
ATTACHMENT NO. 1
AGREEMENT NO.: ____

This agreement is made and entered into this ____ day of __________, 2021, by and between the City of Inglewood ("City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; the City of Inglewood as Successor Agency to the former Inglewood Redevelopment Agency ("Successor Agency"), a public body established pursuant to the Housing Authorities Law; the Inglewood Parking Authority ("Parking Authority"), a public body established pursuant to the Parking Law of 1949; the Inglewood Housing Authority ("Housing Authority"), a public body established pursuant to the Housing Authorities Law; and Kane, Ballard & Berkman, a Professional Law Corporation ("Special Counsel") with its principal place of business located at 515 S. Figueroa Street, Suite 780, Los Angeles, California 90071.

WHEREAS, the City, Successor Agency, Parking Authority, and Housing Authority are separate and distinct legal entities whose governing bodies consist of the same members; and

WHEREAS, the City, Successor Agency, Parking Authority and Housing Authority (collectively the "Clients") desire to engage the services of Special Counsel to perform legal services and represent the Clients on legal issues involving one or more Clients; and

WHEREAS, Special Counsel desires to provide the Clients with such legal services and represents that it is ready, willing, able, qualified and experienced to provide such services and representation;

NOW, THEREFORE, the Clients and Special Counsel (collectively referred to as the "Parties") hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

Special Counsel agrees to render legal services to the Clients when and as requested by the City Attorney/General Counsel and under his or her direction.

Legal services to be performed by Special Counsel under this Agreement may include but are not limited to the rendering of legal advice and consultation, the drafting
and preparation of necessary legal documents to effectuate the best interests of the Clients, and all appearances required by the court in litigation involving the Clients.

All attorneys performing services under this Agreement shall be competent and be at all times a member in good standing of the State Bar of California.

The Clients recognize that Special Counsel may have clients that, from time to time, may have interests adverse to the Clients, and as such Special Counsel may, in its sole discretion, decline specific assignments from the City Attorney/General Counsel. Special Counsel’s representation of the Clients shall be in accordance with the ethical duties of the State Bar of California including, without limitation, those established by the Bar’s Rules of Professional Conduct. Special Counsel shall send written notice to the Clients of any actual or potential conflict that exist during Special Counsel’s engagement under this Agreement, and request a waiver of such conflict. The written request for waiver shall describe in detailed nature the proposed engagement by Special Counsel, the nature of the conflict and why Special Counsel believes waiver of said conflict is appropriate. The Clients may, in their sole discretion, decide whether to waive the conflict.

This is a non-exclusive agreement to provide legal services to the Clients and at the City Attorney/General Counsel’s discretion the Clients may augment the services with other legal counsel or terminate Special Counsel’s services in a manner consistent with this Agreement.

ARTICLE 2 - DUTIES OF THE CLIENTS

The Clients shall provide Special Counsel with such information as is possessed by the Clients and which is normally supplied to attorneys performing legal services.

ARTICLE 3 - RESPONSIBLE ATTORNEY

The Parties agree that, unless otherwise specifically designated or agreed to by the Clients, Royce K. Jones, Esq., shall be personally responsible for and supervise all matters assigned to and handled by Special Counsel. The Clients shall have the right to designate other specific attorneys associated with Special Counsel to handle any particular matter
or matters, and to reassign any attorney performing services under this Agreement by
providing written notice as set forth herein. Replacement legal professionals must
familiarize themselves with the assigned matter at Special Counsel’s expense.

Each subject of Special Counsel’s service must have an approved legal team.
Depending on the complexity of the matter, and as authorized by the City
Attorney/General Counsel, the legal team could be as few as one attorney, i.e., the
Responsible Attorney, to as many legal professionals as necessary to competently perform
the legal service. The Responsible Attorney is responsible for the quality of the work and
the efficiency of the billings. Legal work should be given to the least expensive billing
professional qualified to perform the work. The Clients encourage the use of paralegals
in a manner consistent with the paralegal’s experience and skill level. No billing will be
accepted from any individual who is not part of the approved legal team.

ARTICLE 4 - TERM AND TERMINATION
This Agreement shall commence on the date and year first written above. The
Parties agree that each shall have the right, at any time, to terminate this Agreement upon
written notice to the other party. Any notice of termination shall be given in accordance
with the notice requirements prescribed herein. Special Counsel, upon receipt of a written
notice of termination, shall immediately cease to render additional services to the Clients.
Such termination shall not relieve the Clients of the obligation to pay for fees due for
services rendered and expenses incurred prior to such termination. The Clients, however,
may condition payment of such compensation upon Special Counsel delivering to the
Clients any and all documents, records, reports, data, findings and conclusions or other
similar materials in Special Counsel’s possession, custody or control.

In the event of termination, Special Counsel will cooperate with the Clients’
transition of legal services in an orderly and professional manner best calculated to avoid
disruption of legal services and to protect the Clients from potential legal exposure.
Special Counsel shall provide a termination report, if requested by the Clients, which
includes a brief description of case facts, a discussion of the applicable law, a complete
list and description of all future deadlines, status conferences, briefing schedules, arbitration or mediation dates, court appearances, discovery cut-offs and any pending or outstanding discovery matters.

ARTICLE 5 - COMPENSATION

The total compensation provided for pursuant to this Agreement, including expenses and costs actually and necessarily incurred, shall not exceed the sum of Five Hundred Thousand Dollars ($500,000), as follows:

Murphy’s Bowl DDA related legal services ........................................................................... $250,000

All other legal services ........................................................................................................ $250,000

If additional funds are necessary for the provision of services as authorized pursuant to this Agreement, such additional funds must be approved by the Clients. The Clients are not obligated to pay Special Counsel for work done or expenses incurred in excess of the appropriated amount unless additional appropriations are made and a written amendment to this Agreement is executed by the Parties. Moreover, it is expressly understood and agreed that Special Counsel is serving in a limited capacity to the Clients and only those services which the City Attorney/General Counsel have authorized to be performed shall be compensable hereunder.

Special Counsel shall notify the City Attorney/General Counsel when Special Counsel’s expenditures under this Agreement are between sixty percent (60%) to eighty percent (80%) of the total dollar value appropriated so that the City Attorney/General Counsel has sufficient time to seek additional appropriation and written amendment to the Agreement.

A. Fees

The Clients agree to pay Special Counsel, for services faithfully rendered hereunder, at the following rates:

Senior Principals, Principals ............................................................................................... $200.00 per hour

Senior Principal Level Associates ........................................................................................... $200.00 per hour

Senior Associates .................................................................................................................... $160.00 per hour
Associates ........................................ $140.00 per hour

Billing rates may only be increased with the prior written approval of the Clients.

1. Attorney Billing. Unless the City Attorney/General Counsels have given
prior written approval, the Clients will not pay for more than one attorney performing any
particular task, including, but not limited to, representing the Clients at a meeting, event,
deposition, court hearing or other legal proceeding, conducting legal research, reviewing
documents, and drafting documents. The Clients will pay for the time recorded by more
than one attorney for in-office conferences as long as the conference is an occasional and
necessary strategy meeting relating to some significant legal event or proceeding and not
duplicative. The Clients are not required to pay for Special Counsel’s travel time to or
from the City.

2. Paralegal Billing. Paralegals are ideally suited for performing legal aspects
of investigation, document management, preparing discovery and responses, as well as
focused research of procedural legal issues. Assignment of work to paralegals shall not
result in duplicative activities between attorneys and paralegals, or the reworking or
rewriting of paralegals’ work product by attorneys. The Clients shall not pay for paralegal
time spent performing clerical/secretarial work, e.g., filing, indexing, sorting, organizing,
photocopying, and bates stamping documents.

3. Legal Research. Special Counsel has been chosen based upon their
knowledge and skill in particular areas of law. Generally, therefore, extensive legal
research should not be necessary. On the other hand, the Clients recognize that each
assignment has its own unique circumstances and those circumstances may require
extensive legal research to be performed. No legal research beyond twenty (20) hours,
however, is authorized absent prior approval by the City Attorney/General Counsel. Legal
research includes the research of the issue and the drafting of any memoranda or similar
document related to the research. A copy of the work product must be provided to the
City Attorney/General Counsel.

///
B. Expenses and Costs

In addition to the hourly time charges, Special Counsel may be reimbursed for expenses and costs actually and necessarily incurred. Absent prior written authorization from the City Attorney/General Counsel, the Clients shall not pay for extraordinary expenses incurred in any legal matter, including, but not limited to, expert witnesses, consultant services, investigative services, computer litigation support services, videotaping of depositions, travel expenses, including airfare, hotels, meals and rental cars, and any other expense over one thousand dollars ($1,000). If such expenses are significant, Special Counsel may arrange for them to be billed directly to the City, if the expenses were authorized by the City Attorney/General Counsel. The City will not pay for business class or first class airfare or luxury hotels.

Special Counsel’s reasonable ordinary expenses and costs do not require prior written authorization from the City Attorney/General Counsel. These ordinary expenses and costs, include, but are not limited to, photocopying and reproduction costs, notary fees, court and deposition reporters’ fees, long distance telephone charges, messenger and delivery fees, postage, parking, mileage.

Except for the items listed below, all expenses and costs will be charged at Special Counsel’s cost.

- Standard Duplication or Photocopying: 10 cents/page
- Color Duplication or Photocopying: 25 cents/page
- Facsimile Charges: No Charge
- Mileage: IRS rate

C. Invoice

Special Counsel shall submit monthly invoices of all legal services, expenses and costs incurred during a billing period. All invoices shall contain the invoice date and number in sequential order, the billing period (beginning and end date) covered by the invoice, and the total fee for legal services, expenses and costs for the billing period.

For legal services, the invoice shall contain the following details: (1) the name,
job title and hourly rate of each person performing a legal service; (2) a brief description
of the legal service performed, including case name and number, if any; (3) the date the
legal service was performed; (4) the time each person spent performing a legal service
billed at one-tenth (0.1) of an hour; (5) the total fee billed per person; and (6) the total fee
billed for all persons.

For expenses and costs, the invoice shall include the following details: (1) a
description of the expense or cost and the related matter, including case name and number,
if any; (2) the date the expense or cost was incurred; and (3) the actual cost paid by Special
Counsel or the total cost based on the payment rate specified above.

Special Counsel shall certify on each invoice that it is entitled to receive the
amounts requisitioned. Each invoice shall be in the form and number of copies requested
by the Clients.

Payment shall be made as soon as practicable in the ordinary course of the Clients’
business, after the Clients have approved the invoice for payment. Special Counsel shall
maintain proper records (time sheets, receipts, bills, invoices, etc.) of the hours worked
and the expenses and costs incurred pursuant to this Agreement and such records shall be
open at any reasonable time for inspection by the Clients.

**ARTICLE 6 - INDEPENDENT CONTRACTOR STATUS**

Special Counsel enters into this Agreement as an independent contractor and not
as an employee or agent of the Clients. Special Counsel shall have no power or authority
by this Agreement to bind the Clients in any respect. Nothing in this Agreement shall be
construed to be inconsistent with this independent contractor relationship or status. All
employees, agents, contractors or subcontractors hired or retained by Special Counsel are
employees, agents, contractors or subcontractors of Special Counsel, and not the Clients.
The Clients shall not be obligated in any way to pay any wage claims or other claims made
against Special Counsel by any such employee, agent, contractor or subcontractor, or by
any other person resulting from the performance of this Agreement.
ARTICLE 7 - INDEMNIFICATION

To the fullest extent permitted by law, Special Counsel shall indemnify, defend, protect, and hold harmless the Clients, their board members, officials, officers, agents, employees, and volunteers (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit, judgment, expense, attorney’s fees, or any other cost arising out of or in any way related to the performance of services under this Agreement, to the extent caused in whole or in part by the negligent act or omission, recklessness or willful misconduct of Special Counsel, any subcontractor, anyone directly or indirectly employed by any of them or anyone else whose acts may potentially affix liability exposure or liability to the Clients except where such liability is caused by the sole negligence or willful misconduct of the Clients.

If any action or proceeding is brought against the Indemnities by reason of any of the matters against which Special Counsel has agreed to indemnify the Indemnities as provided above, Special Counsel, upon written notice from the Clients, shall defend the Indemnities at Special Counsel’s sole expense by counsel acceptable to the Clients, such acceptance shall not be unreasonably withheld. Indemnities need not have first paid or be required to pay first for any of the matters to which Indemnities are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Special Counsel under this Agreement shall ensure Special Counsel’s obligations under this Article, but the limits of such insurance shall not limit the liability of the Special Counsel hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8 - INSURANCE REQUIREMENTS

Special Counsel shall obtain and maintain at its expense, until completion of performance of the services required by this Agreement all of the required insurance coverage in the minimum amounts specified herein. The insurance shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the ///
business of insurance in the State of California and having a rating of or equivalent to
A: VIII by A.M. Best Company:
A. **Professional Liability Insurance**

   Special Counsel certifies that it now has professional liability insurance in the
   amount of One Million Dollars ($1,000,000), which covers the work to be performed
   under this Agreement as evidenced by a Certificate of Insurance. The Certificate of
   Insurance shall be filed with the City upon execution of this Agreement. The Certificate
   of Insurance shall be reviewed for approval by the City Attorney/General Counsel or
   his/her designee.

B. **Workers’ Compensation**

   Workers’ Compensation as required by the California Labor Code and Employer’s
   Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence.

**ARTICLE 9 - NOTICE**

Any notices given pursuant to this Agreement shall be deemed received and
effective when properly addressed, posted and deposited in the United States mail
addressed to the respective Parties as follows:

**Clients:**
Kenneth R. Campos, Esq.
City Attorney/General Counsel
City of Inglewood, Successor Agency,
Parking Authority & Housing Authority
1 Manchester Blvd., Suite 860
Inglewood, CA 90301

**Special Counsel:**
Royce K. Jones, Esq.
Senior Principal
Kane, Ballmer & Berkman
515 S. Figueroa St., Suite 780
Los Angeles, CA 90071

**With 4 Copies to:**
City Clerk/Secretary City of Inglewood
Successor Agency, Parking Authority & Housing Authority
1 Manchester Blvd.
Inglewood, CA 90301
ARTICLE 10 - OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS

All information, documents, records, reports, data, findings and conclusions or other similar materials furnished to Special Counsel by the Clients or provided by Special Counsel to the Clients pursuant to this Agreement are confidential and shall remain the property of the Clients. Special Counsel agrees that none of these items shall be made available to any individual or organization without prior written approval of the Clients, unless required by law. Special Counsel, at its expense, agrees to deliver these items to the Clients upon termination of this Agreement or when so requested by the Clients.

ARTICLE 11 - CONFLICT OF INTEREST

Special Counsel shall read and comply with the applicable provisions of section 1090 and 87100 et seq. of the Government Code, and the Clients' Conflict of Interest Codes, relating to conflicts of interest of public officers and employees, including independent contractors.

ARTICLE 12 - NON-ASSIGNABILITY

Special Counsel shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of the Clients.

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY

Special Counsel agrees that during the performance of this Agreement it shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, sexual orientation, age, disability, national origin or any other legally protected class or status. Special Counsel shall comply with all applicable federal, state and local laws, policies, regulations and requirements related to equal opportunity and nondiscrimination in the recruitment and employment of persons performing services under this Agreement.

ARTICLE 14 - CHANGES, AMENDMENTS AND MODIFICATIONS

No changes, amendments or modifications to this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.
ARTICLE 15 - WAIVER

Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant.

Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the Clients of any work or services by Special Counsel shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 16 - GOVERNING 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.

ARTICLE 17 - SEVERABILITY

If any provision of this Agreement is to any extent illegal, invalid, or incapable of being enforced, such provision shall be deemed severable and excluded from this Agreement to the extent of such illegality, invalidity or unenforceability; and the remainder of this Agreement shall continue in full force and effect unless the application of this severability provision should render a material term of this Agreement meaningless, in which case the entire Agreement is void.

ARTICLE 18 - MISCELLANEOUS

The Parties waive any benefit from the principle of contra preferentum and interpreting ambiguities against the drafter. No party shall be deemed to be the drafter of this Agreement, or of any particular provision hereof, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of such part.
Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

**ARTICLE 19 - ENTIRE AGREEMENT**

This Agreement and any agreement, document or instrument attached hereto or referred to herein, integrate all terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions, covenants and provisions of this Agreement and any other such agreement, document or instrument, the terms, conditions, covenants and provisions of this Agreement shall prevail.

**IN WITNESS THEREOF**, the Parties have executed this Agreement as of the date and year first written above.

**CITY OF INGLEWOOD**

________________________
James T. Butts, Jr., Mayor

Royce K. Jones, Special Counsel

**ATTEST:**

________________________
Aisha L. Thompson, City Clerk

**APPROVED AS TO FORM:**

________________________
Kenneth R. Campos, City Attorney

///

///
SUCCESSOR AGENCY

James T. Butts, Jr., Chairman

ATTEST:

Aisha L. Thompson, Agency Clerk

APPROVED AS TO FORM:

Kenneth R. Campos, General Counsel

PARKING AUTHORITY

James T. Butts, Jr., Chairman

ATTEST:

Aisha L. Thompson, Secretary

APPROVED AS TO FORM:

Kenneth R. Campos, General Counsel

HOUSING AUTHORITY

James T. Butts, Jr., Chairman

ATTEST:

Aisha L. Thompson, Secretary

APPROVED AS TO FORM:

Kenneth R. Campos, General Counsel
ATTACHMENT NO. 2
# Certificate of Liability Insurance

**Date:** 02/03/2021

**PRODUCER:** Narver Associates Ins Agcy
P.O. Box 1909
San Gabriel, CA 91776-1509
Diane Wood

**INSURED:** Kane, Balmer & Berkman, A Law Corporation
515 S. Figueroa St., Suite 780
Los Angeles, CA 90071

**INSURER(S) AFFORDING COVERAGE:**
- Sentinel Insurance Company
  NAIC #: 11000
- Insurance Company of the West
  NAIC #: 27647
- New York Marine & General
  NAIC #: 16608
- Lloyd of London
  NAIC #: 15792

**COVERAGE:**

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<th>POLICY NUMBER</th>
<th>POLICY PERIOD</th>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**
- Description of operations under OCCURRENCE
- Written contract or agreement
- Waiver of subrogation applies as per attached Workers Compensation endorsement
- WC 99 06 34: Thirty (30) day notice of cancellation

**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.

**City of Inglewood:**

1 Manchester Blvd. Ste 860
Inglewood, CA 90301

**Authorized Representative:**

[Signature]

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager
Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property
Any person or organization having proper temporary custody of your property if you die, but only:
(1) With respect to liability arising out of the maintenance or use of that property; and
(2) Until your legal representative has been appointed.

d. Legal Representative If You Die
Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary
Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.
The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

4. Operator Of Mobile Equipment
With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written
contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. **Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. **Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, 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 connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

   (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

   (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
(e) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay
The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits
The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit
Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit
Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit
The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage To Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds
The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT</td>
<td>ALL CA OPERATIONS</td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/01/2020  Policy No. WSA 5042330  Endorsement No.

Insured KANE BALLMER & BERKMAN A LAW  Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST  Countersigned By [Signature]

WC 99 06 34  (Ed. 8-00)