DATE: February 28, 2023

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: Amendment One to Agreement No. 22-263 with Kane Ballmer & Berkman

RECOMMENDATION:
It is recommended that the Mayor/Chairman and Council/Successor Agency/Housing Authority/Parking Authority Members approve Amendment One to Agreement No. 22-263 with Kane Ballmer & Berkman, LC ("Special Counsel") for legal services, increasing Special Counsel’s hourly rates and increasing the compensation by an additional amount of $1,050,000 (bringing the total contract compensation to $1,500,000). (General Fund)

BACKGROUND:
From time to time, the City is involved in projects that require specialized legal services. Kane Ballmer & Berkman ("Special Counsel") has been providing specialized legal services to the City in the areas of housing, real estate, contracts, billboards, the winding down of the former Redevelopment Agency, and litigation. In August 2022, the City, Successor Agency, Housing Authority, and Parking Authority entered into Agreement No. 22-263 with Special Counsel.

DISCUSSION:
The principal attorney assigned to assist the City is Mr. Royce Jones. Mr. Jones has been practicing law for over 30 years. Special Counsel has not raised its billing rates for approximately ten years and is proposing the new hourly rates as follows:

| Senior Principal, Principals | $300.00 per hour |
| Senior Principal Level Associates | $300.00 per hour |
| Senior Associates | $200.00 per hour |
| Associates | $175.00 per hour |

Amendment No 1. to Agreement No. 22-263 uses the above hourly rates for non-ICRMA matters and different hourly rates for ICRMA matters, as detailed in Exhibit A to the amendment.
Additionally, staff is requesting to increase Special Counsel’s compensation by $1,050,000 (bringing the total compensation to $1,500,000) for future anticipated legal expenses.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
Sufficient funds in the amount of $1,050,000 are available in the Fiscal Year 2022-2023 Budget under Account Code 001.099.9930.44899.00 (General Fund-Non-Departmental-Contract Services-Non Departmental).

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1 – Agreement with Exhibit A
Attachment No. 2 – Liability Insurance

**PREPARED BY:**
Kenneth R. Campos, City Attorney

**COUNCIL PRESENTER:**
Kenneth R. Campos, City Attorney
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 AMENDMENT NO. 1 TO AGREEMENT NO. 22-263 is made and entered into this ________ day of ______________, 2023, 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 AB 26; 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, Ballmer & 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, on August 9, 2022, the City, Successor Agency, Parking Authority and Housing Authority (collectively the "Clients") entered into Agreement No. 22-263 with Special Counsel for Special Counsel to perform legal services and represent the Clients on legal issues involving one or more of the Clients; and

WHEREAS, Special Counsel’s hourly rates have not increased for several years; and

WHEREAS, the Clients and Special Counsel (collectively the "Parties") desire to enter into this Amendment No. 1 to Agreement No. 22-263 to increase Special Counsel’s rates and the maximum compensation amount;

NOW, THEREFORE, the Parties agree to amend Agreement No. 22-263 as follows:

SECTION 1. ARTICLE 5 – COMPENSATION is amended as follows as follows (underline denotes addition, strike-through denotes a deletion):

1
"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 Four Hundred and Fifty Thousand Dollars ($450,000) One Million Five Hundred Thousand Dollars ($1,500,000).

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. 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/General Counsel have authorized to be performed shall be compensable hereunder.

Special Counsel shall notify the City Attorney/General Counsel when Special Counsel’s remaining balance, under this Agreement, falls below one hundred thousand dollars ($100,000) so that the City Attorney/General Counsel has sufficient time to seek additional appropriation and written amendment to this Agreement.

A. Fees

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

1. For services performed prior to the date first indicated above the following rates shall apply:

   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

2. For services performed on or after the date first indicated above the following rates shall apply:
a. For non-ICRMA matters:

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</table>

b. For ICRMA matters the hourly rates shall not exceed the rates set forth in Exhibit A – ICRMA Rate Schedule, attached hereto and incorporated herein by reference.

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

42. Attorney Billing. Unless the City Attorney/General Counsel has 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 Clients.

23. 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.

34. Legal Research. Special Counsel has been chosen based on their knowledge and skill in particular areas of law. Generally, therefore, extensive legal research should not be necessary. On the other hand, the Clients recognizes 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 Clients, if
the expenses were authorized by the City Attorney/General Counsel. The Clients 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
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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.”
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

KANE, BALLMER & BERKMAN:

Royce K. Jones
Special Counsel

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney

SUCCESSOR AGENCY

James T. Butts, Jr.
Chairman

APPROVED AS TO FORM:

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Exhibit A - ICRMA Rate Schedule

Liability: The hourly not-to-exceed rate for ICRMA liability defense panel attorneys is established as follows:

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<tr>
<th>Type of case</th>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Civil Litigation (including fire, police, premise liability, and dangerous condition of public property)</td>
<td>Partner</td>
<td>$250</td>
</tr>
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<td></td>
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</tr>
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<td>Partner</td>
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<td>Partner</td>
<td>$325*</td>
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The hourly rate for Associates shall be no greater than 80% that of existing approved rates, or the actual Partner rate charged, whichever is less. Associates working appeals may only charge 80% of the hourly rate noted above, not 80% of the rate for appellate work.

The hourly rate for Paralegals shall be $115.

The rates shown are subject to change only with ICRMA Board’s approval.

*The $325 rate applies to partners only if an appellate law specialist, as certified by the State Bar, is being utilized for the appeal. If an appellate law specialist is not utilized, the rate listed above for the special type of claim instead applies.

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WHEREAS, the City, Successor Agency, Parking Authority, and Housing
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KANE, BALLMER & BERKMAN:

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APPROVED AS TO FORM:

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43. 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.

44. Legal Research. Special Counsel has been chosen based on their knowledge and skill in particular areas of law. Generally, therefore, extensive legal research should not be necessary. On the other hand, the Clients recognizes 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 Clients, if
the expenses were authorized by the City Attorney/General Counsel. The Clients 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.

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</tr>
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</tr>
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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.”
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

ATTEST:

Aisha L. Thompson
City Clerk

SUCCESSOR AGENCY

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KANE, BALLMER & BERKMAN:

Royce K. Jones
Special Counsel

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney

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APPROVED AS TO FORM:

Kenneth R. Campos
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Exhibit A - ICRMA Rate Schedule

Liability: The hourly not-to-exceed rate for ICRMA liability defense panel attorneys is established as follows:

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The hourly rate for Associates shall be no greater than 80% that of existing approved rates, or the actual Partner rate charged, whichever is less. Associates working appeals may only charge 80% of the hourly rate noted above, not 80% of the rate for appellate work.

The hourly rate for Paralegals shall be $115.

The rates shown are subject to change only with ICRMA Board’s approval.

*The $325 rate applies to partners only if an appellate law specialist, as certified by the State Bar, is being utilized for the appeal. If an appellate law specialist is not utilized, the rate listed above for the special type of claim instead applies.

Workers’ Compensation: The hourly not-to-exceed rate for ICRMA workers’ compensation defense panel attorneys is established as follows:

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The rates shown are subject to change only with ICRMA Board’s approval.
AGREEMENT NO. _____

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 22-263 is made and entered into this ______ day of ______________, 2023, 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 AB 26; 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, Ballmer & 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, on August 9, 2022, the City, Successor Agency, Parking Authority and Housing Authority (collectively the “Clients”) entered into Agreement No. 22-263 with Special Counsel for Special Counsel to perform legal services and represent the Clients on legal issues involving one or more of the Clients; and

WHEREAS, Special Counsel’s hourly rates have not increased for several years; and

WHEREAS, the Clients and Special Counsel (collectively the “Parties”) desire to enter into this Amendment No. 1 to Agreement No. 22-263 to increase Special Counsel’s rates and the maximum compensation amount;

NOW, THEREFORE, the Parties agree to amend Agreement No. 22-263 as follows:

SECTION 1. ARTICLE 5 – COMPENSATION is amended as follows as follows (underline denotes addition, strike through denotes a deletion):
“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 Four Hundred and Fifty Thousand Dollars ($450,000) One Million Five Hundred Thousand Dollars ($1,500,000).

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. 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/General Counsel have authorized to be performed shall be compensable hereunder.

Special Counsel shall notify the City Attorney/General Counsel when Special Counsel’s remaining balance, under this Agreement, falls below one hundred thousand dollars ($100,000) so that the City Attorney/General Counsel has sufficient time to seek additional appropriation and written amendment to this Agreement.

A. Fees

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

1. For services performed prior to the date first indicated above the following rates shall apply:
   23 Senior Principals, Principals ............................................................... $200.00 per hour
   24 Senior Principal Level Associates .................................................. $200.00 per hour
   25 Senior Associates ................................................................. $160.00 per hour
   26 Associates ............................................................................. $140.00 per hour

   For services performed on or after the date first indicated above the following rates shall apply:
a. For non-ICRMA matters:

Senior Principals, Principals .......................................................... $300.00 per hour
Senior Principal Level Associates .................................................. $300.00 per hour
Senior Associates ........................................................................ $200.00 per hour
Associates ...................................................................................... $175.00 per hour

b. For ICRMA matters the hourly rates shall not exceed the rates set forth in Exhibit A – ICRMA Rate Schedule, attached hereto and incorporated herein by reference.

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

22. Attorney Billing. Unless the City Attorney/General Counsel has 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 Clients.

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ATTACHMENT NO. 2
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**

Narver Associates Insurance Agency  
423 McGroarty Street  
San Gabriel, CA 91776

**INSURED**

Kane Ballmer & Berkman ALC  
515 S. Figueroa St., Suite 780  
Los Angeles, CA 90071

**CONTACT**

Mary Tang  
PHONE: (626) 943-2243  
FAX:  
E-MAIL: mtang@narver.com

**INSCRIBERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSCRIBER</th>
<th>ADDRESS</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sentinel Insurance Company, Ltd</td>
<td>11000</td>
<td></td>
</tr>
<tr>
<td>Insurance Company of the West</td>
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</tr>
<tr>
<td>New York Marine &amp; General Insurance Company</td>
<td>16908</td>
<td></td>
</tr>
<tr>
<td>Underwriters at Lloyd’s, London</td>
<td>15792</td>
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</table>

**COVERAGE**

<table>
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<tr>
<th>INS #</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL HINDWIND POLICY NUMBER</th>
<th>POLICY EFF/EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>72SBAIT8387</td>
<td>8/1/2022</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

| AUTO | ANY AUTO | 72SBAIT8387 | 8/1/2022 | $2,000,000 |

| UMRELLA LIABILITY | EXCESS LIABILITY | 72SBAIT8387 | 8/1/2022 | $1,000,000 |

| WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | 5042330 04 | 8/1/2022 | $1,000,000 |

| PROFESSIONAL LIABILITY | PL202200002557 | 8/1/2022 | $2,000,000 |

| CYBER LIABILITY | EHJ-AD00976981 | 12/30/2021 | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

City of Inglewood, the Inglewood Successor Agency and the Inglewood Housing Authority are named as Additional Insured as respects attached General Liability Form SS 00 08, per written contract or agreement. Waiver of subrogation applies as per attached Workers Compensation endorsement WC 99 06 34. Thirty (30) day notice of cancellation.

**CERTIFICATE HOLDER**

City of Inglewood  
1 Manchester Blvd, Ste 860  
Inglewood, CA 90301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

© 1988-2015 ACORD CORPORATION. All rights reserved.
(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

b. Coverage under this provision does not apply to:
(1) "Bodily injury" or "property damage" that occurred; or
(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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;

(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:
BUSINESS LIABILITY COVERAGE FORM

(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.

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 2 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Job Description

CALIFORNIA OPERATIONS ONLY.

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 08/01/2022 Policy No. WSA 5042330 04
Insured KANE BALLMER & BERKMAN A LAW
Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By ____________________

Endorsement No. Premium $ INCL.

WC 99 06 34 (Ed. 8-00)