DATE: April 18, 2023

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Second Amendment to Professional Services Agreement No. 21-147 with The Arroyo Group

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a Second Amendment to Agreement No. 21-147 with The Arroyo Group, extending the term to December 31, 2024.

BACKGROUND:
In September 2020, the City of Inglewood was awarded a Senate Bill 2 (SB 2) Grant from the Department of Housing and Community Development (HCD), in the amount of $310,000, for the preparation of the 2021-2029 Housing Element and Housing Element implementation items.

On April 27, 2021, the City of Inglewood entered into an agreement with The Arroyo Group to prepare the 6th Cycle 2021-2029 Draft Housing Element for adoption and certification from HCD, along with Housing Element implementation items.

On April 26, 2022, the City Council approved the First Amendment to Agreement No. 21-147 with the Arroyo Group, extending the term through April 19, 2023.

On March 21, 2023, the Inglewood City Council adopted the 2021-2029 Housing Element with numerous programs identified for implementation.

DISCUSSION:
The original agreement with The Arroyo Group included the preparation of the Housing Element, associated public outreach, environmental analysis, and some Housing Element implementation items. The extension is necessary to allow The Arroyo Group to complete the deliverables identified in the original scope of work. To date, approximately 34% of the total budget remains ($106,000) and it would not be practical or fiscally feasible to issue a new Request for Proposal and hire a new consultant for the remaining work.

It is anticipated that all work will be completed by April 2024; however, an extension through the end of the 2024 calendar year is requested to allow for any unforeseen delays.
FINANCIAL/FUNDING ISSUES AND SOURCES:
The SB 2 is a reimbursement grant. Upon City Council approval of the Agreement, the City will pay invoices from Account Code No. 220.030.3010.44830.03 (Grants Fund-Economic and Community Development-Planning-Contract Services-Comm Dev&Hsg). Reimbursement requests will be submitted to HCD on a quarterly basis and will be submitted into Revenue Account Code No. 220.030.3010.5230 (Senate Bill 2 (SB2)-Grant Reimbursement).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Second Amendment to Professional Services Agreement No. 21-147

PREPARED BY:
Mindy Wilcox, AlCP, Planning Manager
Bernard McCrumby, Senior Planner

COUNCIL PRESENTER:
Christopher E. Jackson, Sr., ECD Department Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Christopher E. Jackson, Sr., ECDD Director

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
Attachment 1: Second Amendment to Professional Services Agreement No. 21-147 (The Arroyo Group)
THIS SECOND AMENDMENT TO AGREEMENT NO.: 21-147 (the “Second Amendment”) is made and entered into this ________ day of ________________, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301 and THE ARROYO GROUP (hereinafter referred to as “Consultant”), a California Corporation with a place of business located at 40 East Colorado Blvd. Suite B, Pasadena, California 91101. 

WHEREAS, on January 28, 2014, the City Council adopted the 2013-2021 Housing Element of the Inglewood General Plan; and

WHEREAS, the Housing Element is a mandatory element of the General Plan as required by State Law. It is the policy means by which a City demonstrates its commitment to addressing housing needs within the community inclusive of its proportional share of regional housing; and

WHEREAS, on April 27, 2021, the City Council approved Agreement No.: 21-147 with the Consultant to prepare the City’s Housing Element and all required work related to preparing a robust and thorough document; and

WHEREAS, the Consultant’s proposal was selected based on its extensive experience with similar document preparation as well as its familiarity with the City through the preparation of the Downtown and Fairview Heights, Westchester/Veterans and Crenshaw/Imperial Transit Orient Development Plans; and

WHEREAS, on April 26, 2022, the City Council approved the First Amendment to Agreement No.: 21-147 with the Arroyo Group; and

WHEREAS, the City and the Consultant now seeks to enter into this Second Amendment to Agreement No.: 21-147; and

WHEREAS, this Second Amendment will extend the Term of Agreement No.: 21-147 to give the Consultant time to provide the City with a professional product.
NOW, THEREFORE, the City and the Consultant hereto mutually agree as follows:

SECTION 1.

The Term of Agreement No.: 21-147 shall be extended to and terminate at 11:59 p.m., on December 31, 2024.

SECTION 2.

The parties hereto agree that except as modified by this Second Amendment all other amendments, provisions, terms and conditions of the Agreement No.: 21-147 as well as corresponding exhibits and attachments with respect thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first above written.

CITY OF INGLEWOOD

THE ARROYO GROUP

James T. Butts, Jr.,
Mayor

Phil Burns,
Principal

THE ARROYO GROUP

Phil Burns,
Secretary

ATTEST:

Aisha Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

CONTACT
NAME: The Certificate Team
PHONE: 
FAX: 
ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

INSURED
The Arroyo Group
40 E. Colorado Blvd., Suite B
Pasadena CA 91105
License#: 6003745

INSURER A: Travelers Property Casualty Company of America
25674
INSURER B: The Travelers Indemnity Company of Connecticut
25682
INSURER C: Travelers Casualty and Surety Co of America
31194

REVISION NUMBER:

COVERAGES
CERTIFICATE NUMBER: 570909197

INDEX LTN | TYPE OF INSURANCE | INSURER WDV | POLICY NUMBER | POLICY EFF(MM/DD/YYYY) | POLICY EXP(MM/DD/YYYY) | LIMITS |
--- | --- | --- | --- | --- | --- | --- |
A | COMMERCIAL GENERAL LIABILITY | | | |
| CLAIMS-MADE | X | OCCUR | Y Y | 6805KB66000 | 1/90/2023 | 1/90/2024 | EACH OCCURRENCE $2,000,000 |
| PERSONAL INJURY | |
| PROPERTY DAMAGE | |
| EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) | |
| MED EXP (Any one person) | |
| GENERAL AGGREGATE | | |
| PRODUCTS - COMPO/AGG | | |

B | AUTOMOBILE LIABILITY | | | |
| ANY AUTO | | |
| OWNED | |
| Hired | |
| SCHEDULED AUTOS | | |
| NON-OWNED AUTOS ONLY | | |
| X | OCCUR | Y Y | BA3R937528 | 1/90/2023 | 1/90/2024 | COMBINED SINGLE LIMIT (Ex accident) $1,000,000 |
| BODILY INJURY (Per person) | $ |
| BODILY INJURY (Per accident) | $ |
| PROPERTY DAMAGE (Per accident) | $ |

A | UMBRELLA LIABILITY | | | |
| OCCUR | | |
| CLAIMS-MADE | | |
| X | OCCUR | Y Y | CUF5K567473 | 1/90/2023 | 1/90/2024 | EACH OCCURRENCE $1,000,000 |
| GENERAL AGGREGATE | $ |

A | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | |
| | | |
| ANY ORIGINATOR | X | PER STATUTE | Y | UB3N946523 | 1/90/2023 | 1/90/2024 | E.L. EACH ACCIDENT $1,000,000 |
| E.L. DISEASE - EA EMPLOYEE | $ |
| E.L. DISEASE - POLICY LIMIT | $ |

C | Professional Liability | | | |
| | | |
| PER CLAIM | | |
| Aggregate Limit | $ |
| Per Claim | $ |
| Aggregate Limit | $ |

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

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Workers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations of the Named Insured

The City of Inglewood, its officers, employees, and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

City of Inglewood
Attn: Mindy Wilcox
One Manchester Blvd. Inglewood, CA 90301

CANCELLATION 30 Day Notice of 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

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract
If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit
a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations
By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;
b. Those statements are based upon representations you made to us; and
c. We have issued this policy in reliance upon your representations.
The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured;
b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us
If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew
If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGE C – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfers Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

A. 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", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., Transfer of Rights Of Recovery Against Others To Us, of the CONDITIONS Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) –

POLICY NUMBER: UB3N934523

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)

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.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.</td>
<td></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.)

Countersigned by ________________________________

Insurance Company
Travelers Property Casualty Company of America

DATE OF ISSUE: 4/3/2023
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "Insured".