DATE: July 18, 2023

TO: Mayor and Council Members

FROM: Public Works Departments

SUBJECT: Payment of Outstanding Invoices, Agreement with Trifiletti Consulting, Inc., and Resolution Amending the Fiscal Year 2022-2023 Annual Budget

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Authorize payment of outstanding invoices with Trifiletti Consulting, Inc., for the billing period of July 1, 2023, through July 17, 2023, in an estimated amount not to exceed $253,042 (General Fund and Measure R Reimbursement Fund);
2. Approve a two (2)-year agreement with Trifiletti Consulting, Inc. (with the option to extend an additional two years in one-year increments) to continue providing program management services for the ITC Project, in the amount of $1,760,497 (General Fund and Measure R Reimbursement Fund); and
3. Adopt a resolution amending the Fiscal Year 2022-2023 Annual Budget to increase funding for Trifiletti Consulting, Inc., in the amount of $570,000. (General Fund)

BACKGROUND:
Trifiletti Consulting, Inc. (TC) supports the City of Inglewood (City) by serving as Program Manager for the Inglewood Transit Connector (ITC) Project. In this capacity, TC is responsible for the overall development and implementation of the ITC Project, including securing and managing grants, overseeing procurement efforts, right of way acquisitions, environmental compliance, community engagement and operations of the ITC Joint Powers Authority. TC also works closely with City staff to implement other citywide policy and planning efforts and capital improvement projects, including the implementation of the Citywide Mobility Plan, the City’s Transportation Management and Operations Plan for the City’s Sports and Entertainment District, the off-site parking shuttle system to the City’s Sports & Entertainment District, various Transit-oriented Development projects and planning initiatives, and also supports coordination with the LA28 in advance of the 2028 Olympics and Paralympic Games.

On December 17, 2019, the Mayor and Council Members approved a two (2)-year agreement (Agreement No. 20-084), with a one year extension option, with TC to provide professional services associated with ITC Project Delivery and Funding Plan Implementation and other related services.

On October 6, 2020, the Mayor and Council Members approved Amendment No. 1 to Agreement No. 20-084 with Trifiletti Consulting, Inc., increasing the compensation by $4,588,070 to provide the following:
Mayor and Council Members
Payment of Invoices and Award a New Agreement
Trifiletti Consulting Services
July 18, 2023

- Program Management
- Project Governance
- Environmental Review
- Right of Way Analysis and Acquisitions
- Project Advancement/Procurement Planning/Delivery Preparation

On June 29, 2021, the Mayor and Council Members approved Amendment No. 2 to Agreement No. 20-084 with Trifiletti Consulting, Inc., extending the agreement to June 30, 2023, with an option to renew for one additional year, and increasing the compensation by $12,777,531 (for a total contract amount of $19,165,601) to provide Program Management of ITC Project Delivery and Funding Plan Implementation, and other related services, consistent with the services outlined above.

On August 9, 2022, the Mayor and Council Members approved Amendment No. 3 to Agreement No. 20-084 with Trifiletti Consulting, Inc., increasing the compensation by $900,000 to provide additional Program Management and Strategic Advisory Services, Support and Transportation Initiatives, and other Transit Oriented Development-related services.

DISCUSSION:
To date, TC has supported the City in completing the following major milestones for the ITC Project:

- Securing $873 million in federal, State and local funding for the design and construction of the ITC Project (including but not limited to approximately $500 million from State TIRCP grants, $233.7 million from Metro Measure R Sales Tax Measure, $108 million in Measure M funding, among other state and federal grants and appropriations).

- Leading efforts to secure a Capital Investment Grant from the Federal Transit Administration, as well as any additional grants deemed necessary to fully fund design and construction of the transit line.

- Assisting with the creation of revenue generating funds and preparing a funding plan, including a commitment by the City for the operations period to support the ongoing cost of operating and maintaining the transit system.

- Continuing development of the funding and finance plan by analyzing projected revenue sources against the Project’s uses/expenses, identifying funding sources for further pursuit for both design and construction, and operations and maintenance.

- Coordinating, conducting, and participating in town halls, roundtables, and community meetings with public and private organizations to keep stakeholders apprised of the status of the Project and to facilitate opportunities for continued feedback.
• Providing operations, administration, and management support for the Inglewood Transit Connector Authority Joint Powers Authority ("JPA") which has been established and has convened meetings since August 2022, and will assume responsibility for overseeing the design, construction, financing, operations and maintenance of the ITC Project upon Financial Close.

• Completing the Environmental Impact Report and Finding of No Significant Impact pursuant in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Project Act (NEPA), including an addendum in compliance with CEQA and a reevaluation in compliance with NEPA (which is currently in process) to site the Maintenance and Storage Facility adjacent to the Market Street Station, in order to maintain the Vons Supermarket at its current location without any disruption.

• Advancing procurement efforts in order to implement the Project through a Design-Build-Finance-Operate-Maintain ("DBFOM") delivery model.

• Overseeing the broader consultant team, which is working on all components of Project delivery, including coordinating and executing new task orders with the technical consultants and tracking each consultant’s progress on their tasks and budget.

• Implementing reporting structures with City executive management to help complete tasks on schedule and within budget and facilitate quick policy decisions to meet the Project timeline.

• Managing a team of appraisers, relocation consultants, and other real estate professionals who have conducted appraisals and other services in preparation of the acquisition of various real estate interests and the relocation of businesses.

• Assisting with the creation of project revenue, generating funds, and preparing a funding plan for the operations period to support the ongoing operating and maintaining the transit system.

In addition, TC has supported the City in various transportation infrastructure policy and related economic development activities, including engagement with LA28, implementation of the Mobility Plan and TMOP Program, coordination of the LAZ contract for event day transit services, and implementation of other transit-oriented development related activities. TC has also secured grant funding for City’s bike plan, intelligent transportation, and downtown revitalization and beautification initiatives.

Because Agreement No. 20-084 has expired, staff is now requesting that the Mayor and Council Members award a new agreement with Trifiletti Consulting, Inc., so that TC can continue to provide program management services for the ITC Project, as described above, and support of the ongoing implementation of the City’s transportation infrastructure policy and related economic development in the City of Inglewood.
This agreement is not subject to the competitive bidding process, pursuant to Inglewood Municipal Code (IMC) Section 2-198.1(g) (Exceptions to Competitive Bidding Requirements for Professional Services), which states the following:

"Notwithstanding any provision of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:

**Professional Services.** Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article. The term “professional services” means services entailing a high degree of specialized technical or mental skill. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractics and optometry.

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 20-084</td>
<td>Program Management Services for the Inglewood Transit Connector Project</td>
<td>$1,800,000.00</td>
</tr>
<tr>
<td>Amendment No. 1</td>
<td>Program Management Services for the Inglewood Transit Connector Project</td>
<td>$4,588,070.44</td>
</tr>
<tr>
<td>Amendment No. 2</td>
<td>Program Management Services for the Inglewood Transit Connector Project</td>
<td>$12,777,531.00</td>
</tr>
<tr>
<td>Amendment No. 3</td>
<td>Non-Inglewood Transit Connector (ITC) Services</td>
<td>$900,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$20,065,601.44</strong></td>
</tr>
</tbody>
</table>

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
Upon approval of the Mayor and Council Members, payment of outstanding invoices will be made for the billing period of July 1, 2023, through July 17, 2023, in an estimated amount of $253,042, and the new agreement will encumber an amount of $1,760,497.

Sufficient funds are available in the Fiscal Year 2022-2023 Budget under the following account code numbers:

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001.060.6010.44860.00</td>
<td>General Fund-Public Works-Public Works Director-Contract Services</td>
<td>$10,616</td>
</tr>
<tr>
<td>074.100.P673.44860.00</td>
<td>Measure R Reimbursement Fund</td>
<td>$242,426</td>
</tr>
<tr>
<td></td>
<td><strong>ESTIMATED TOTAL</strong></td>
<td><strong>$253,042</strong></td>
</tr>
</tbody>
</table>
Agreement

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001.060.6010.44860.00</td>
<td>General Fund-Public Works-Public Works Director-Contract Services</td>
<td>$1,257,951</td>
</tr>
<tr>
<td>074.100.P673.44860.00</td>
<td>Measure R Reimbursement Fund</td>
<td>$  502,546</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$1,760,497</td>
</tr>
</tbody>
</table>

Upon adoption of a resolution amending the Fiscal Year 2022-2023 Budget, additional funds in the amount of $570,000 will be available under Account Code No. 001.060.6010.44860 (General Fund-Public Works-Public Works Director-Contract Services).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Agreement
Attachment No. 2 - Resolution

PREPARED BY:
Louis A. Atwell, PW Director/Assistant City Manager

COUNCIL PRESENTER:
Louis A. Atwell, PW Director/Assistant City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Louis A. Atwell, Assistant City Manager/PW Director

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT No. _____

THIS AGREEMENT is made and entered into this _____ day of ______________, 2023, by and between the City of Inglewood ("City"), a municipal corporation and charter city, located at One Manchester Boulevard, Inglewood, California 90301; and Trifiletti Consulting, Inc., ("Consultant"), a California corporation, entity no. 3931010, and an office at 1545 Wilshire Boulevard, Suite 700, Los Angeles, California 90017.

RECENTS

WHEREAS, in 2019, the City sought an experienced environmental consultant to assist it in project management, strategic environmental consulting and coordination services for the proposed development of a premier, state-of-the-art National Basketball Association (NBA) professional basketball arena as well as advancing the Inglewood Transit Connector Project; and

WHEREAS, on December 17, 2019, the City and Consultant (collectively referred to as the "Parties") entered into Agreement No. 20-084 for the aforesaid professional services; and

WHEREAS, on October 6, 2020, the Parties entered into Amendment No. 1 to Agreement No. 20-084 to expand the scope of services and increase funding related to the Inglewood Transit Connector ("ITC") Project, which are eligible for reimbursement from the State Transportation Grant Reimbursement Fund and TIRCP grant for the ITC Project; and

WHEREAS, on June 29, 2021, the Parties entered into Amendment No. 2 to Agreement No. 20-084, extending the term of the Agreement to June 30, 2023, unless otherwise extended; expand the scope of services for the ITC Project; and add additional compensation for the expanded scope of services; and

WHEREAS, on August 9, 2022, the Parties entered into Amendment No. 3 to Agreement No. 20-084 to include additional services for non-ITC Project Services and add additional compensation for such services; and
WHEREAS, Agreement No. 20-084 has expired, but there is still an ongoing need for Consultant’s professional services; and

WHEREAS, the City and Consultant (collectively referred to as the “Parties”) desire to enter into this new agreement to cover the services contemplated in Agreement No. 02-084, that have not been completed, because there is still an ongoing need for such services notwithstanding the expiration of Agreement No. 02-084; and

WHEREAS, pursuant to Inglewood Municipal Code section 2-198.1, the services contemplated in this Agreement are professional services and therefore exempt from the City’s competitive bidding requirements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the Parties mutually agree as follows:

ARTICLE 1 – SCOPE OF CONSULTANT’S SERVICES

1.1 Scope of Services. Consultant shall provide all labor, tools, materials, equipment, supplies and transportation necessary to perform the required services as specified in Consultant’s proposals attached hereto as Exhibit A. The scope of services for this Agreement shall include all services previously agreed to in Agreement No. 20-084, including the three amendments thereto, that were not completed by Consultant prior to the commencement of this Agreement.

1.2 Order of Precedence. In the event of an inconsistency in this Agreement and any attached exhibits, the terms of this Agreement shall prevail. If there is any conflict among the terms and conditions of this Agreement and any document incorporated into this Agreement by reference, this Agreement shall govern over the document incorporated herein by reference.

1.3 Licenses/Permits. Consultant shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City to perform the services contemplated by this Agreement.
1.4 Conflict of Interest. Consultant covenants that neither it, nor any of its employees, agents, contractors and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.5 Professional Practices. It is mutually agreed that City is relying on the professional skill of Consultant as a specialist in the work. Consultant shall perform all services required by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Consultant’s profession. Acceptance of the Consultant’s work by City does not operate as a release of Consultant’s representations.

ARTICLE 2 – SCOPE OF CITY’S DUTIES

2.1 City shall provide Consultant with such necessary and appropriate information which it possess and which are necessary for carrying out the work as outlined in Article 1 – Scope of Consultant’s Services.

ARTICLE 3 – COMPENSATION

3.1 Compensation. Consultant shall be paid a maximum compensation not-to-exceed One Million Seven Hundred Sixty Thousand Four Hundred Ninety-Seven Dollars ($1,760,497) at the following hourly rates:

<table>
<thead>
<tr>
<th>STAFF</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Executive and Strategic Advisor</td>
<td>$320.43</td>
</tr>
<tr>
<td>Subject Matter Expert – Design</td>
<td>$295.80</td>
</tr>
<tr>
<td>Subject Matter Expert – Real Estate</td>
<td>$295.80</td>
</tr>
<tr>
<td>Managing Director</td>
<td>$280.50</td>
</tr>
<tr>
<td>Senior Project Director 1</td>
<td>$241.64</td>
</tr>
<tr>
<td>Senior Project Director 2</td>
<td>$241.64</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>$209.10</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$198.90</td>
</tr>
</tbody>
</table>
3.2 Invoices. All invoices submitted by Consultant shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description and amount of services and supplies provided; and (7) total amount remaining on the Agreement. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City and shall certify on each invoice that it is entitled to receive the amount invoiced.

3.4 Additional Services. No compensation will be provided for any other task or service(s) without specific prior written consent from the City Council. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.5 No Late Fees. Consultant shall not charge and City shall not pay any finance charges and/or late fees on any overdue invoices.

ARTICLE 4 - NOTICES

4.1 Notices. Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered, or if mailed, five (5) days after
deposit of the same in the custody of the United States Postal Service, when properly
addressed, posted, and deposited in the United States mail to the respective parties as
follows:

City: Artie Fields, City Manager
Consultant: Lisa Trifiletti, Principal
City of Inglewood Trifiletti Consulting, Inc.
1 Manchester Blvd. 1545 Wilshire Blvd., Suite 700
Inglewood, CA 90301 Los Angeles, CA 90017

With copy to:
Aisha Thompson, City Clerk
City of Inglewood
1 Manchester Blvd.
Inglewood, CA 90301

ARTICLE 5 – TERM AND TERMINATION

5.1 Term. This Agreement shall begin on the date first indicated above and
expire on July 18, 2025, at 11:59 p.m., unless cancelled, suspended or terminated earlier.
The Parties may extend this Agreement for two (2) additional years in one-year
increments.

5.2 Notice of Termination. The City reserves and has the right and privilege
of immediately cancelling, suspending or abandoning the execution of all or any part of
the work contemplated by this Agreement, with or without cause, at any time, by
providing written notice to Consultant. The termination of this Agreement shall be
deemed effective upon receipt of the notice of termination. In the event of such
termination, Consultant shall immediately stop rendering services under this Agreement
unless directed otherwise by the City.

5.3 Compensation. In the event of termination, City shall pay Consultant for
reasonable costs incurred and professional services satisfactorily performed, in the
opinion of the City Manager, up to and including the effective date of City’s written
notice of termination. City shall not be obligated to pay Consultant for costs incurred or
any professional services provided if Consultant violates any material provision of this
Agreement, or if the Consultant fails to provide the services required by this Agreement
in a satisfactory manner as determined by the City Manager or the City Manager’s
designee.

ARTICLE 6 – NO AGENCY RELATIONSHIP

6.1 Independent Contractor. No agency relationship between Consultant and
City is intended or created by this Agreement. Consultant is not authorized and shall not
at any time or in any manner represent that it is an agent, servant, or employee of City; it
being expressly understood that Consultant is and at all times shall remain a wholly
independent contractor. Consultant shall have no authority to bind City in any manner,
to incur any obligation, debt, or liability of any kind on behalf of or against City,
whether by contract or otherwise, unless such authority is expressly conferred in writing
by an authorized representative of City.

6.2 No Retirement/Health Benefits. Neither Consultant, nor any of
Consultant’s officers, employees or agents shall obtain rights to retirement, health care,
or any other benefit which any otherwise accrue to City’s employees. Consultant
expressly waives any claim Consultant may have to any such right. Consultant agrees to
purchase its own workers’ compensation insurance for California.

6.3 CalPERS Eligibility Indemnification. In the event that Consultant or any
employee, agent, or subcontractor under this Agreement claims or is determined by a
court of competent jurisdiction or the California Public Employees Retirement System
(CalPERS) to be eligible for enrollment in CalPERS as an employee of the City,
Consultant shall indemnify, defend, and hold harmless City for the payment of any
employee and/or employer contributions for CalPERS benefits on behalf of Consultant
or its employees, agents, or subcontractors, as well as for the payment of any penalties
and interest on such contributions, which would otherwise be the responsibility of City.
Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claim to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. "Documents" as used in this paragraph means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of the Environmental Impact Report, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to Consultant's staff or between Consultant and any subconsultants. All documents prepared, developed, or discovered by Consultant in the course of providing any service pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, Consultant shall give City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to City. In the event the City requires or desires other information in the control of Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), Consultant shall provide any requested information to the City within thirty (30) days. City acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose other than the project, is at the City's own risk and without liability of Consultant.
ARTICLE 8 – CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

8.2 Subpoena Response. Consultant, its officers, employees, agents, or subcontractors shall not voluntarily provide declarations, letters of support, and testimony at depositions, respond to a court order or subpoena, response to interrogatories, or other information concerning the work performed under this Agreement without City’s prior written approval.

Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed hereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar court-ordered proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests served on Consultant and proposed responses thereto. However, this right to review any response does not imply or mean the right by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information of work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct.

///
ARTICLE 9 – INSURANCE

9.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and having a current A.M. Best rating of no less than A:VII.

9.2 Insurance Verification. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9.3 Commencement of Services. Consultant, and/or subconsultant, shall not commence services under this Agreement until it has provided evidence satisfactory to the City Attorney that it has secured all insurance required under this Article. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by the Consultant, its employees, agents, or representatives. The cost of such insurance shall be borne by the Consultant.

9.4 Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the term of this Agreement all of the following insurance coverage:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

///
(b) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto
(Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos
(Code 9), with limit no less than $2,000,000 per accident for bodily injury and property
damage.

(c) **Workers' Compensation** as required by the State of California, with
Statutory Limits, and Employer's Liability Insurance with limit of no less than
$1,000,000 per accident for bodily injury or disease.

(d) **Professional Liability** (Errors and Omissions): Depending on the work or
services to be performed, professional liability or errors and omissions liability insurance
may be required. Insurance appropriates to the Consultant’s profession, with limit no
less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the
minimums shown above, the City requires and shall be entitled to the broader coverage
and/or the higher limits maintained by the Contractor. Any available insurance proceeds
in excess of the specified minimum limits of insurance and coverage shall be available to
the City.

9.5 **Endorsements.** The insurance policies are to contain, or be endorsed to
contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as
additional insureds on the CGL policy with respect to liability arising out of work or
operations performed by or on behalf of the Contractor including materials, parts, or
equipment furnished in connection with such work or operations. General liability
coverage can be provided in the form of an endorsement to the Contractor’s insurance
(at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition
of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is
used).
Primary Coverage

For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles or Self-Insured Retentions

If any policy provides for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance
must be provided for at least five (5) years after completion of the contract of work. If
coverage is canceled or non-renewed, and not replaced with another claims-made policy
form with a Retroactive Date prior to the contract effective date, the Consultant must
purchase “extended reporting” coverage for a minimum of five (5) years after
completion of contract work.

Verification of Coverage

The Contractor shall furnish the City with original Certificates of Insurance
including all required amendatory endorsements (or copies of the applicable policy
language effecting coverage required by this clause) and a copy of the Declarations and
Endorsement Page of the CGL policy listing all policy endorsements to the City before
work begins. However, failure to obtain the required documents prior to the work
beginning shall not waive the Contractor’s obligation to provide them.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance
meeting all the requirements stated herein, and Contractor shall ensure that the City is an
additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based
on the nature of the risk, prior experience, insurer, coverage, or other special
circumstances.

ARTICLE 10 - INDEMNIFICATION

Consultant shall hold harmless, defend and indemnify City and its officers,
officials, employees and volunteers from and against any and all liability, loss, damage,
expense, costs (including without limitation costs and fees of litigation) of every nature
arising out of or in connection with Consultant's performance of work hereunder or its
failure to comply with any of its obligations contained in the agreement, except such loss
or damage which has been caused by the sole negligence or willful conduct of the City.

///
ARTICLE 11 – MISCELLANEOUS

11.1 Authority to Sign Agreement. The person executing this Agreement on behalf of the Consultant warrants that: (1) the Consultant is duly organized and existing; (2) he/she is duly authorized to execute this Agreement on behalf of the Consultant; (3) by so executing this Agreement, the Consultant is formally bound to the provisions of this Agreement; and (4) entering into this Agreement does not violate any provision of any other Agreement to which the Consultant is bound.

11.2 Right to Audit. City shall have access to and the right to examine, audit, excerpt copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City auditors, at all reasonable times, shall have access to the offices of Consultant and its subcontractors, and all necessary records, and shall be provided adequate working area for the City auditors to conduct audits in compliance with this Agreement. Such working area shall include: a desk, chair, calculator and telephone, and shall have ready access to a photocopy and facsimile machine. City auditors shall be allowed to interview any employee of Consultant and its subcontractors throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law.

All materials, including all pertinent financial record and proprietary data, shall be stored and maintained by Consultant at its main facility. Originals and/or copies of such documents or records shall be provided, at Consultant’s expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this Article may be lost or discarded due to dissolution or termination of Consultant’s business, City may, by written request, require that custody of such documents or records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

///
11.3 Non-AssIGNability. Consultant 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 City. Said prior written approval of the City may be made by the City.

11.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such laws.

11.5 Equal Opportunity Employment. Consultant 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. Contractor 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.

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.8 Interpretation. The Parties waive any benefit from the principle of contra proferentum and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision, and no part of this //
Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

11.9 Titles. 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.

11.10 Counterparts. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

11.11 Severability; Invalidity and Waiver. 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.

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 City of any work or services by Special Counsel shall not constitute a waiver of any of the provisions of this Agreement.

11.12 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.

11.13 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 WHEREOF, the Parties hereto 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

TRIFILETTI CONSULTING, INC.

__________________________
Lisa Trifiletti
Principal

APPROVED AS TO FORM:

__________________________
Kenneth R. Campos
City Attorney
**CERTIFICATE OF LIABILITY INSURANCE**

**TRIFCON-02**

**DATE (MM/DD/YYYY)**
7/11/2023

**MBATILLE**

---

**PRODUCER**
License #: 0K07568
Hoffman Brown Company
9000 Van Nuys Blvd., 8th Floor
Sherman Oaks, CA 91403

**CONTACT**

**PHONE**: (818) 988-8200
**FAX**: (818) 988-8510
**EMAIL ADDRESS**

---

**INSURER(P(S) AFFORDING COVERAGE**
**NAC #**
INSURER A: Sentinel Insurance Company Limited 11000
INSURER B: Lloyd of London
INSURER C:
INSURER D:
INSURER E:
INSURER F:

---

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

---

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

**WARNING:** Additional insured status only valid if required by written contract executed prior to the loss. Coverage is limited as per terms and conditions in policy.

Where required by written contract, Certificate Holder is included as Additional Insured and Waiver of Subrogation applies with such coverage being Primary & Non-Contributory only as respects to General Liability, per form SS0038405, attached.

---

**CERTIFICATE HOLDER**
City of Inglewood Strategic
4 W Manchester Blvd.
Inglewood, CA 90301

**SIGNATURE**

Michael Pan
Digitally signed by Michael Pan
Date: 2023-07-12

**AUTHORIZED REPRESENTATIVE**

---

The ACORD name and logo are registered marks of ACORD
(6) When you are added as an additional insured to other insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When you add others as an additional insured to this insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary insurance when required by contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary and non-contributory to other insurance when required by contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all 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.

8. Transfer of rights of recovery against others to us

a. Transfer of Rights of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver of Rights of Recovery (Waiver of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage
   We will not pay expenses for "bodily injury":
   a. Any Insured
      To any insured, except "volunteer workers".
   b. Hired Person
      To a person hired to do work for or on behalf of
      any insured or a tenant of any insured.
   c. Injury On Normally Occupied Premises
      To a person injured on that part of
      premises you own or rent that the person
      normally occupies.
   d. Workers' Compensation And Similar
      Laws
      To a person, whether or not an
      "employee" of any insured, if benefits for
      the "bodily injury" are payable or must be
      provided under a workers' compensation
      or disability benefits law or a similar law.
   e. Athletics Activities
      To a person injured while practicing,
      instructing or participating in any physical
      exercises or games, sports or athletic
      contests.
   f. Products-Completed Operations Hazard
      Included with the "products-completed
      operations hazard".
   g. Business Liability Exclusions
      Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are
      insured, but only with respect to the
      conduct of a business of which you are the
      sole owner.
   b. A partnership or joint venture, you are an
      insured. Your members, your partners, and
      their spouses are also insured, but only with
      respect to the conduct of your business.
   c. A limited liability company, you are an
      insured. Your members are also insureds,
      but only with respect to the conduct of your
      business. Your managers are insureds, but
      only with respect to their duties as your
      managers.
   d. An organization other than a partnership,
      joint venture or limited liability company, you
      are an insured. Your "executive officers" and
      directors are insureds, but only with respect
      to their duties as your officers or directors.
     Your stockholders are also insureds, but only
     with respect to their liability as stockholders.
     e. A trust, you are an insured. Your trustees
        are also insureds, but only with respect to
        their duties as trustees.

2. Each of the following is also an insured:
   a. Employees And Volunteer Workers
      Your "volunteer workers" only while
      performing duties related to the conduct of
      your business, or your "employees", other
      than either your "executive officers" (if you
      are an organization other than a
      partnership, joint venture or limited liability
      company) or your managers (if you are a
      limited liability company), but only for acts
      within the scope of their employment by
      you or while performing duties related to
      the conduct of your business.
      However, none of these "employees" or
      "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and
          advertising injury":
          (a) To you, to your partners or
              members (if you are a partnership
              or joint venture), to your members
              (if you are a limited liability
              company), or to a co-"employee" while
              in the course of his or her
              employment or performing duties
              related to the conduct of your
              business, or to your other
              "volunteer workers" while
              performing duties related to the
              conduct of your business;
          (b) To the spouse, child, parent,
              brother or sister of that co-
              "employee" or that "volunteer
              worker" as a consequence of
              Paragraph (1)(a) above;
          (c) For which there is any obligation
              to share damages with or repay
              someone else who must pay
              damages because of the injury
              described in Paragraphs (1)(a) or
              (b) above; or
          (d) Arising out of his or her providing
              or failing to provide professional
              health care services.
      If you are not in the business of
      providing professional health care
      services, Paragraph (d) does not apply
      to any nurse, emergency medical
      technician or paramedic employed by
      you to provide such services.
      (2) "Property damage" to property:
          (a) Owned, occupied or used by,
(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

BUSINESS LIABILITY COVERAGE FORM

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; 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. Lessor’s 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.
ATTACHMENT NO. 2
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO INCLUDE FUNDING FOR THE AGREEMENT WITH TRIFILETTI CONSULTING, INC. IN THE AMOUNT OF $570,000

WHEREAS, on July 18, 2023, the City approved an agreement with Trifiletti Consulting, Inc. for professional services; and

WHEREAS, the Fiscal Year (FY) 2022-2023 Budget needs to be amended to include funding for the agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD DOES RESOLVE AS FOLLOWS:

Section 1. The FY 2022-2023 Budget is amended as shown in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. The City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this ______ day of ________ 2023.

______________________________
James T. Butts, Jr., Mayor

ATTEST:

______________________________
Aisha L. Thompson, City Clerk

**EXHIBIT “A”**

**Fund:** 001 General Fund  
**Agency:**  
**Orgn:**  

<table>
<thead>
<tr>
<th>Object Code</th>
<th>2022/2023 Budget</th>
<th>Amended Budget</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserves</td>
<td>$570,000</td>
<td></td>
<td>$570,000</td>
</tr>
</tbody>
</table>

**Fund:** 001 General Fund  
**Agency:** 060 Public Works Department  
**Orgn:** 6010 Public Works Director  

<table>
<thead>
<tr>
<th>Object Code</th>
<th>2022/2023 Budget</th>
<th>Amended Budget</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>44860</td>
<td>$900,000</td>
<td>$1,470,000</td>
<td>$570,000</td>
</tr>
</tbody>
</table>

**TOTAL** $570,000